

Torres Rojas, Genara

Fax #12464

From: usa.icairns@cma-cgm.com
Sent: Tuesday, July 19, 2011 4:19 PM
To: Van Duyne, Sheree
Cc: Torres Rojas, Genara; Duffy, Daniel
Subject: Freedom of Information Online Request Form

Information:

First Name: Ian
Last Name: Cairns
Company: Shipping
Mailing Address 1: One Meadowlands Plaza
Mailing Address 2: Suite 201
City: East Rutherford
State: NJ
Zip Code: 07073
Email Address: usa.icairns@cma-cgm.com
Phone: 201-806-9516
Required copies of the records: Yes

List of specific record(s):

Copy of the Marine Terminal lease for PNC^T, ammended lease 2011 and any additional amendments.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 24, 2011

Mr. Ian Cairns
Steamship Line
One Meadowlands Plaza, Suite 201
East Rutherford, NJ 07073

Re: Freedom of Information Reference No. 12464

Dear Mr. Cairns:

This is a response to your July 19, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for a copy of the Port Newark Container Terminal lease and the supplements.

Material responsive to your request and available under the Policy, which consists of 829 pages, will be forwarded to your attention upon receipt of a photocopying fee of \$207.25 (25¢ per page). Payment should be made in cash, certified check, company check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (6) of the Policy.

At this time, the amended lease 2011 is exempt from disclosure pursuant to exemption (3) of the Policy.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Sincerely,



Daniel D. Duffy
FOI Administrator

Enclosure

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

PCL

Lease No. L-PN-264

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 *cm*

PCL

Lease No. L-PN-264

AGREEMENT

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PORT NEWARK CONTAINER TERMINAL LLC

Dated as of December 1, 2000

CONFORMED COPY *lme*

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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

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

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;

(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:
Account Number:

(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).

paid
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 (a) 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.

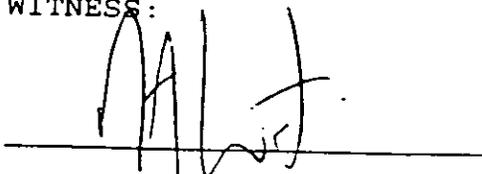
ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY


Secretary

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

WITNESS:



PORT NEWARK CONTAINER
TERMINAL LLC

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

APPROVED:
Form Terms
1/19/11 P. 2

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.

LCB

For the Port Authority

Initialed:

[Signature]

For the Lessee

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/P AND O PORTS NORTH AMERICA
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 O 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

**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 septums | 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; Cool to 4°C | 6 months (Hg - 28 days) |
| Cyanide | Water | (1) 500 ml Polyethylene bottle | USEPA 335.2 | NaOH to pH>12; Cool to 4°C | 14 days |
| Phenolics | Water | (1) 1L Glass bottle | USEPA 420.1 | | 28 days |
| Total Petroleum Hydrocarbons | Water | (1) 1L Amber glass bottle | USEPA 418.1 | H ₂ SO ₄ or HCl to pH<2; Cool to 4°C | 28 days |
| Total Dissolved Solids | Water | (1) 500 ml Polyethylene bottle | USEPA 160.1 | Cool to 4°C | 7 days |
| Total Chloride | Water | (1) 500 ml Polyethylene bottle | USEPA 325.3 | Cool to 4°C | 28 days |
| Volatile Organic Compounds + 10 | Soil | (1) 4 oz. Amber glass jar | SW846 8260B | Methanol; Cool to 4°C | 14 days |
| Semi-volatile Organic Compounds +30 and | Soil | | SW846 8270C | | 7 days extract 40 days analyze |
| Pesticides/PCBs | Soil | | SW846 8081A/8082 | | 7 days extract 40 days analyze |
| Metals | Soil | | SW846 6010B/7000 | | 40 days analyze 6 months (Hg - 28 days) |
| Cyanide | Soil | (1) 16 oz. Glass jar | SW846 9013/9010B | Cool to 4°C | 14 days |
| Phenolics | Soil | | SW846 9065 | | 28 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 | 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-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 | 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 |
|--|--|--|---|--|--|--|--|
| 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 | 0.27 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 |

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 | 0.16 |
| 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 B |
| 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
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 | U | U | U |
| Di-n-butyl phthalate | NC | NC | NC | U | U | U | U |
| Fluoranthene | 2,300,000 | 10,000,000 | 100,000 | U | 49 J | U | 370 |
| Pyrene | 1,700,000 | 10,000,000 | 100,000 | 150 J | 96 J | U | U |
| Butylbenzylphthalate | 1,100,000 | 10,000,000 | 100,000 | 120 J | 120 J | U | U |
| Benzo(a)anthracene | 900 | 4,000 | 500,000 | U | U | U | U |
| Chrysene | 9,000 | 40,000 | 500,000 | 76 J | 63 J | U | U |
| Bis(2-Ethylhexyl) phthalate | 49,000 | 210,000 | 100,000 | 98 J | 75 J | U | U |
| Benzo(b)fluoranthene | 900 | 4,000 | 50,000 | U | U | U | 42 J |
| | | | | 91 J | 98 J | 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-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 | 0.72 | 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 |

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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 | 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 | 8.9 |
| 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 B |
| 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.

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 | U |
| Fluoranthene | 2,300,000 | 10,000,000 | 100,000 | 140 J | U | U | 50 J |
| 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 | 645 |
| 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 |

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-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 | 1240 |
| 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 | U | 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 | 360J | 350J | 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 | 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 | 62J | 39J | 61J | 110J |
| Fluoranthene | 2,300,000 | 10,000,000 | 100,000 | U | U | U | U |
| Pyrene | 1,700,000 | 10,000,000 | 100,000 | 53J | 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 | 54J | 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 |

T...E 3.
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 |
|------------------------------------|---|---|------------------------------------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|
| 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 | 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 |
|-----------------------------|---|---|------------------------------------|--------------------------------|--------------------------------|----------------------------------|----------------------------------|
| 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 |

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 |
|--|--|--|---|---|---|---|---|
| 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 | 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 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 |
|--|--|--|---|---|---|--|--|
| 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 |
| Chloroform | 19,000 | 28,000 | 1,000 | | U | U | U |
| Toluene | 1,000,000 | 1,000,000 | 500,000 | | U | U | U |
| Ethylbenzene | 1,000,000 | 1,000,000 | 100,000 | | U | U | U |
| m/p-Xylenes | 410,000* | 1,000,000* | 67,000* | | U | U | U |
| o-Xylenes | 410,000* | 1,000,000* | 67,000* | | U | U | U |
| 1,2,4-Trimethylbenzene | NC | NC | NC | | U | U | U |
| Naphthalene | 230,000 | 4,200,000 | 100,000 | | U | U | U |
| 1,2,4-Trichlorobenzene | 68,000 | 1,200,000 | 100,000 | | U | U | U |
| 1,2,3-Trichlorobenzene | NC | NC | NC | | U | U | U |
| VOC TICs | | | | | U | U | U |
| SVOCs - ug/kg | | | | | | | |
| Isophorone | 1,100,000 | 10,000,000 | 50,000 | | U | U | U |
| Naphthalene | 230,000 | 4,200,000 | 100,000 | | U | U | U |
| 2-Methylnaphthalene | NC | NC | NC | | U | U | U |
| Acenaphthylene | NC | NC | NC | | U | U | U |
| Acenaphthene | 3,400,000 | 10,000,000 | 100,000 | | U | U | 54 J |
| Dibenzofuran | NC | NC | NC | | U | U | U |
| Diethyl phthalate | 10,000,000 | 10,000,000 | 50,000 | | 240 J | U | U |
| Fluorene | 2,300,000 | 10,000,000 | 100,000 | | U | U | U |
| Phenanthrene | NC | NC | NC | | U | U | U |
| Anthracene | 10,000,000 | 10,000,000 | 100,000 | | U | U | U |
| Di-n-butyl phthalate | NC | NC | NC | | U | U | U |
| Fluoranthene | 2,300,000 | 10,000,000 | 100,000 | | U | U | U |
| Pyrene | 1,700,000 | 10,000,000 | 100,000 | | U | U | 99 J |
| 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 |
| Chrysene | 9,000 | 40,000 | 500,000 | | U | U | 98 J |
| Bis(2-Ethylhexyl) phthalate | 49,000 | 210,000 | 100,000 | 220 J | 140 J | 37 J | 120 J |
| Benzo(b)fluoranthene | 900 | 4,000 | 50,000 | | U | U | 81 J |
| | | | | | U | U | 130 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 | 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 | U |
| SVOC TICs | | | | 1958 J | 1625 J | 637 J | 48 J |
| Pesticides - ug/kg | | | | | | | 3050 J |
| 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 | 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.

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 | 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 | U |
| Fluorene | 2,300,000 | 10,000,000 | 100,000 | 840 | U | U | 170 J |
| 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 JD | 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-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 | 0.54 |
| 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 |

T...E 3-

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 | U | U |
| Bis(2-Ethylhexyl) phthalate | 49,000 | 210,000 | 100,000 | U | U | 42 J | 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 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 |
|--|--|--|---|---|---|---|---|
| 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 | | | | 610J | 2320J | 525J | 2336J |
| 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 | 0.54B | U | U |
| Arsenic | 20 | 20 | NC | 1.3 | 1.3 | 2.4 | 0.79B |
| Barium | 700 | 47,000 | NC | 9.9B | 8.6B | 13.5B | 6.8B |
| Beryllium | 2 | 2 | NC | 0.7 | 0.26B | 0.27B | 0.29B |
| Cadmium | 39 | 100 | NC | U | U | 0.14B | 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 | 2.7B | 3.1B | 4.5B | 3.3B |
| Copper | 600 | 600 | NC | 4.7 | 5.2 | 9.1 | 6.2 |
| Iron | NC | NC | NC | 5560 | 8690 | 8720 | 7560 |

T E 3.
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 |
|------------------------------------|---|---|------------------------------------|---|---|---|---|
| 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 | | | | 2010J | 2455J | 3684J | 2648J |
| 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 | 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 | 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 | | | | 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 |

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 | 0.13 |
| 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 | 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 |

T...E3-

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 | 100,000 | 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-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.

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 | 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 | 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 | 40 J |
| Butylbenzylphthalate | 1,100,000 | 10,000,000 | 100,000 | U | U | U | 47 J |
| 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 | 73 J | U | U | 44 J |
| Benzo(b)fluoranthene | 900 | 4,000 | 50,000 | U | U | U | 56 J |
| | | | | U | U | U | 50 J |

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 | 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-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 |

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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-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 | I | 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 |
| Butylbenzophthalate | 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 | 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(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-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 | |
| Magnesium | NC | NC | NC | 1360 | 1010 | 1180 | 4.1 |
| Manganese | NC | NC | NC | 42.7 | 41.0 | 47.7 | 916 |
| Mercury | 14 | 270 | NC | U | U | 0.02 B | 34.4 |
| Nickel | 230 | 4,200 | 100 | 13.4 | 11.3 | 13 | U |
| Potassium | NC | NC | NC | 396 B | 390 B | 468 B | 16.7 |
| Silver | 110 | 4,100 | NC | U | U | U | 386 B |
| Sodium | NC | NC | NC | 498 B | 260 B | 340 B | 0.2 B |
| Thallium | 2 | 2 | NC | U | U | U | 437 B |
| Vanadium | 370 | 7,100 | NC | 9.9 | 9.7 | 10.3 | U |
| Zinc | 1,500 | 1,500 | NC | 17.4 | 19 | 17.5 | 8.6 |
| Other | | | | | | | 15.6 |
| 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 3-1
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-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 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 |
|--|--|--|---|--|--|--|--|
| 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 | | | | | | | |
| 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 | 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 | 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 | | 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-
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 | 100,000 | 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 |

T.E. 3.

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 |
|------------------------------------|---|---|------------------------------------|--|-----------------------------------|----------------------------------|--------------------------------|
| 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.

T E 3
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 Laboratory ID Matrix Date | 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 B |
| 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 |

T...E 3-

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-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 |
| 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 | U | U |
| Bis(2-Ethylhexyl)phthalate | 30 | NA | U | U | U | 1.4 | 2.2 |
| SVOC TICs | | NA | 15.7J | U | U | U | U |
| Pesticides | | | | | | | |
| Heptachlor | 0.4 | NA | U | U | U | U | U |
| Dieldrin | 0.03 | NA | U | 0.003 | U | U | 0.003 |
| 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 | 2.7B | 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 | U | U | U | U |
| Selenium | 50 | NA | U | 9.6B | U | U | U |
| Zinc | 5,000 | NA | U | 45.2 | 5.1 | 29.1 | 3.1B |
| | | | | 25.8 | | | 70.9 |

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN GROUNDWATER SAMPLES**

| Sample ID Lab ID Matrix Date | 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 Lab ID Matrix Date | 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 | | | 28 | |
| Chloroform | 6 | U | | | U | |
| VOC TICs | | U | | | 11.8 J | |
| SVOCs | | | | | | |
| Phenol | 4,000 | 1.8 | | | U | |
| Dimethylphthalate | 10 | U | | | 4.6 | |
| Acenaphthene | 400 | U | 1.8 | | U | |
| Di-n-butylphthalate | NC | 2.6 | | 2.6 | U | 2.2 |
| Bis(2-Ethylhexyl)phthalate | 30 | 1.1 | | | U | |
| SVOC TICs | | 8.2 J | 7 J | | 471 J | 5.9 J |
| Pesticides | | | | | | |
| Heptachlor | 0.4 | U | | | U | |
| Dieldrin | 0.03 | U | | | U | |
| 4,4'-DDT | 0.1 | 0.1 | | | U | |
| PCBs | | | | | | |
| Total PCBs | 0.5 | U | | | U | |
| Metals | | | | | | |
| Silver | NC | | | | 0.92 B | 1.3 B |
| Arsenic | 8 | 6.1 B | | 7.6 B | 12.9 | 3.9 B |
| Beryllium | 20 | U | | 0.11 B | U | |
| Cadmium | 4 | U | | 1.5 B | 1.0 B | |
| Chromium | 100 | 4.1 B | | 6.9 B | 16.5 | |
| Copper | 1,000 | U | | 2.6 B | 14.4 B | |
| Thallium | 10 | U | | 13.0 | U | |
| Nickel | 100 | U | | 16.6 B | 11.4 B | 2.9 B |
| Lead | 10 | 3.0 B | | 2.7 B | 29.6 | 5.1 B |
| Antimony | 20 | U | | 24.6 B | U | 2.8 B |
| Selenium | 50 | U | | U | U | U |
| Zinc | 5,000 | 30.0 | | 56.3 | 106 | 2.3 B |
| | | | | | | 39.4 |

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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 Lab ID Matrix Date | 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 |
|---------------------------------------|---|---|---|---|---|---|
| Other | | | | | | |
| 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 3-3
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 | TB-07-13-00 O28416 Methanol 7/13/00 | TB071400 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

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 QUALITY ASSURANCE/QUALITY CONTROL FOR SOIL SAMPLES

| Sample ID | 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 |
| Chloroform | 19,000 | 28,000 | 1,000 | U | | U | U |
| Toluene | 1,000,000 | 1,000,000 | 500,000 | U | | U | U |
| Ethylbenzene | 1,000,000 | 1,000,000 | 100,000 | U | | U | U |
| m/p-Xylenes | 410,000* | 1,000,000* | 67,000* | U | | U | U |
| o-Xylenes | 410,000* | 1,000,000* | 67,000* | U | | U | U |
| 1,2,4-Trimethylbenzene | NC | NC | NC | U | | U | U |
| Naphthalene | 230,000 | 4,200,000 | 100,000 | U | | U | U |
| 1,2,4-Trichlorobenzene | 68,000 | 1,200,000 | 100,000 | U | | U | U |
| 1,2,3-Trichlorobenzene | NC | NC | NC | U | | U | U |
| VOC TICs | | | | 0 | 0 | 0 | 0 |

* - Total Xylenes
 U - Undetect
 J - Estimated
 NC - No Criteria

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 | | | | | |
| VOCs | | | | | |
| Carbon Disulfide | NC | U | U | U | U |
| Chloroform | 6 | U | U | U | U |
| VOC TICs | | | 105 J | | |
| SVOCs | | | | | |
| Phenol | 4,000 | U | U | U | U |
| Dimethylphthalate | 10 | U | U | U | 1.6 |
| Acenaphthene | 400 | U | U | U | U |
| Di-n-butylphthalate | NC | U | U | U | U |
| Bis(2-Ethylhexyl)phthalate | 30 | U | U | 1.6 | 1.1 |
| SVOC TICs | | 6.2 J | U | U | U |
| 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 | U | U |
| Arsenic | 8 | U | U | 1.0 B | 3.1 B |
| Beryllium | 20 | U | U | 4.4 B | 4.8 B |
| Cadmium | 4 | U | U | U | U |
| Chromium | 100 | U | U | 0.52 B | 0.54 B |
| Copper | 1,000 | U | U | U | U |
| Thallium | 10 | U | U | U | 2.7 B |
| Nickel | 100 | U | U | U | U |
| Lead | 10 | U | U | U | U |
| Antimony | 20 | U | U | U | U |
| Selenium | 50 | U | U | U | U |
| Zinc | 5,000 | U | U | 4.7 B | U |

**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 |
|---------------------------------------|---|--|--|--|--|
| 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/IP 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 | | | | | |
| 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-butylphthalate | 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/IP 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 | 10.3 |
| 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 | 0.235 | 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

FIGURE

APPENDIX A

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

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

DATE STARTED: 07/19/00
 DATE COMPLETED: 07/19/00
 GROUNDWATER DEPTH: ~4.75ft.
 ELEVATION:

| SAMPLE ID | DEPTH (feet) | BLOWS per 6" | RECOVERY | PRO-FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|----------------|--------------|--------------|----------|----------|------------|---|------------|----------|---------|-------------------------|
| | | | | | | | Time | Date | | |
| MW-2 (1-2) | 1 | | 0.75' | | | 0-1.0': Asphalt. Orange m SAND; trace ang f gravel; semi-dense; wet | 1054 | 07/19/00 | 0.0 | |
| | 2 | 13 | | | | | | | | |
| | 7 | | | | | | | | | |
| | 3 | 21 | 1.67' | | | 0-0.5': Same as above, except wet-satd. 0.5'-1.67': Olive silty m SAND; little ang f gravel; dense; wet. | 1058 | 07/19/00 | 0.0 | |
| | 4 | 25 | | | | | | | | |
| | 10 | | | | | | | | | |
| | 17 | | | | | | | | | |
| MW-2 (4-5) | 5 | 3 | 1.58' | | | 0-0.58': Black clayey m SAND; dense; wet. 0.58'-1.58': Black clayey f SAND; dense; wet, satd. at -4.75'. | 1104 | 07/19/00 | 0.0 | Water table at -4.75ft. |
| | 6 | 8 | | | | | | | | |
| | 2 | | | | | | | | | |
| | 7 | 4 | 0.92' | | | Pink CLAY; dense; dry. | 1111 | 07/19/00 | 0.0 | |
| | 8 | 5 | | | | | | | | |
| | 6 | | | | | | | | | |
| | 9 | 2 | 1.42' | | | Pink CLAY; dense, dry-wet; 1': becomes c sandy and ang f gravelly. 0.75'-0.79': Piece of coal-like gravel | 1115 | 07/19/00 | 0.0 | |
| | 10 | 4 | | | | | | | | |
| | 5 | | | | | | | | | |
| MW-2 (11-11.5) | 11 | 5 | 1.42' | | | 0-0.42': Pink c sandy and ang f gravelly CLAY; dense; dry-wet; 0.42'-0.67': Pink CLAY; dense; dry-wet; 0.67'-1.42': Olive silty CLAY; some black mottling; dense; dry-wet true odor | 1119 | 07/19/00 | 0.0 | |
| | 12 | 3 | | | | | | | | |
| | 3 | | | | | | | | | |
| | 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" | RECO. VERY | PRO. FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|-----------------|--------------|--------------|------------|-----------|------------|--|------------|----------|---------|----------------------------|
| | | | | | | | Time | Date | | |
| MW-3 (1.5-2) | 0 | | | | | 0-1.0': Asphalt and Gravel, Brown f-c SAND; | 1351 | 07/17/00 | NAB | |
| | 1 | 7 | 1.08' | | | | | | | |
| | 2 | 19 | | | | | | | | |
| | 3 | 9 | 0.5' | | | Brown f-c SAND; | 1355 | 07/17/00 | NAB | |
| | 4 | 15 | | | | | | | | |
| | 5 | 18 | | | | | | | | |
| MW-3 (5-5.5) | 6 | 13 | | | | | | | | |
| | 7 | 1 | 1.08' | | | Reddish-Brown CLAY; little m-c SAND. | 1400 | 07/17/00 | NAB | Water table at ~5.42ft. |
| | 8 | 3 | | | | | | | | |
| | 9 | 6 | 1.0' | | | Reddish-Brown CLAY; trace gravel. | 1405 | 07/17/00 | NAB | |
| | 10 | 4 | | | | | | | | |
| | 11 | 2 | | | | | | | | |
| | 12 | 1 | 0.25' | | | Reddish-Brown CLAY and GRAVEL; little f-c sand. | 1410 | 07/17/00 | NAB | |
| | 13 | 3 | | | | | | | | |
| | 14 | 3 | | | | | | | | |
| | 15 | 1 | 1.17' | | | Reddish-Brown CLAY. | 1423 | 07/17/00 | NAB | |
| | 16 | 1 | | | | | | | | |
| | 17 | 3 | | | | | | | | |
| | 18 | | | | | Boring complete at 12ft. | | | | |
| | 19 | | | | | | | | | |
| | 20 | | | | | | | | | |
| | 21 | | | | | | | | | |
| | 22 | | | | | | | | | |

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. | 1502 | 07/24/00 | 0.0 | |
| | 2 | 15 | | 0-0.25': Grey ang. f (trace m) GRAVEL; trace brown silt; loose; dry. | | | | | | |
| MW-4 (2-2.5) | 3 | 9 | 0.33' | | | 0.25'-0.75': Red-Brown m SAND; trace f sand; loose; dry | 1506 | 07/24/00 | 0.0 | |
| | 4 | 10 | | Red-Brown CLAY; dense; dry | | | | | | |
| | 5 | 16 | 1.0' | | | 0-0.42': Same as above. | 1510 | 07/24/00 | 0.0 | |
| | 6 | | | 0.42'-1': Red f-c GRAVEL; some silt, little grey organics; loose; dry | | | | | | |
| | 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: 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-5
 DATE STARTED: 07/24/00
 DATE COMPLETED: 07/31/00
 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-5 (1-1.5) | 0 | | | | | 0-0.5': Asphalt | 1320 | 07/24/00 | 0.0 | |
| | 1 | 31 | 0.92' | | 0-0.58': Grey ang f GRAVEL and SILT; dense; dry | | | | | |
| | 2 | 43 | | 0.58'-0.92': Red-brown f-c SAND; loose; dry. | | | | | | |
| MW-5 (3.5-4) | 3 | 9 | 1.83' | | Light Reddish-brown f-c SAND; loose; moist. | 1327 | 07/24/00 | 0.0 | Watertable at ~4.0ft. | |
| | 4 | 11 | | | | | | | | |
| | 5 | 34 | | | | | | | | |
| MW-5 (4.5-5) | 6 | 4 | 1.0' | | Med. Brown c-m SAND; some f sand; semi-loose; satd. | 1335 | 07/24/00 | 0.0 | | |
| | 7 | 4 | | | | | | | | |
| | 8 | 5 | | | | | | | | |
| | 9 | 2 | 1.67' | | 0-0.08': Brown silty f-c SAND; little ang f gravel; loose; satd. | 1400 | 07/31/00 | 0.0 | 0.08'-0.58': Organic odd. | |
| | 10 | 2 | | 0-0.58': some black organics; semi-loose satd | | | | | | |
| | 11 | 1 | | 0.08'-1.01': Pink CLAY and SILT. | | | | | | |
| | 12 | | | | Boring Complete at 8ft. | | | | | |
| | 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 Spoon
 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) | 0 | | | | | 0-0.5' Asphalt | | | | |
| | 1 | | 1.33' | | | 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. | 1540 | 07/14/00 | 0.0 | Water table at ~7.75 ft on 07/31/00 |
| | 8 | | | | | 0.42' at bottom reddish-brown c SAND with some gravel | | | | |
| 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 | 2 1 1/2 | 1.25' | | | Orange-brown m-c SAND; little f sand and silt; semi-loose; satd. | 0900 | 07/31/00 | 0.0 | |
| | 14 | | | | | | | | | |
| | 15 | 3 3 | 1.0' | | | 0-0.5' Brown f SAND; semi-dense; satd. | 0914 | 07/31/00 | 0.0 | |

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 | | | | | 0-0.5': Asphalt 0-0.5': Olive ang f-m GRAVEL and SILT; dense; dry. 0.5'-0.83': Org. f-m SAND; loose; moist. | 1403 | 07/24/00 | 0.0 | |
| | 1 | 21 | 0.83' | | | | | | | |
| | 2 | 39 | | | | | | | | |
| MW-7 (3.5-4) | 7 | | | | | m SAND; little f-m brown Sand; loose; wet. | 1407 | 07/24/00 | 0.0 | Water table at -4.0ft. |
| | 3 | 9 | 1.17' | | | | | | | |
| | 4 | 22 | | | | | | | | |
| | 7 | | | | | 0-1': Orange m SAND; trace f sand; dense; satd. 1'-1.17': Gray f SAND; dense; satd. | 1411 | 07/24/00 | 0.0 | |
| | 5 | 7 | 1.17' | | | | | | | |
| | 6 | 7 | | | | | | | | |
| | 1 | | | | | 0-0.42': Grey m-c SAND; semi-dense; satd. 0.42'-0.92': Orange CLAY; trace organic material; semi-loose; moist-wet. | 1416 | 07/24/00 | 0.0 | |
| | 7 | 1 | 0.92' | | | | | | | |
| | 8 | 2 | | | | | | | | |
| | 9 | | | | | Boring complete at 8ft. | | | | |
| | 10 | | | | | | | | | |
| | 11 | | | | | | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES:

PAGE | OF |

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" | RECO-VERY | PRO-FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|-----------|-----------------------|--------------|-----------|----------|------------|--|------------|----------|---------|--------------------------|
| | | | | | | | Time | Date | | |
| | 0 | | | | | | | | | |
| | 7 1 9 2 | | 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 | |
| | 1 3 1 4 | | 1.17' | | | Orange-brown f-m SAND; at 0.25' becomes m-c; very dense; wet. | 1440 | 08/01/00 | 0.0 | |
| | 7 5 9 7 6 | | 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. |
| | 1 7 1 8 | | 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 odor; organic material lit | 1453 | 08/01/00 | 0.0 | |
| | 9 | | | | | Boring complete at 8ft. | | | | |
| | 10 | | | | | | | | | |
| | 11 | | | | | | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES.

PAGE 1 of 1

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 5' | RECOVERY | PRO-FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA 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 | 0946 | 07/13/00 | 0.0 | |
| | 5 | | | | | 1.67'-1.75': Dark Brown CLAY; semi-dense; wet | | | | |
| MW-9 (4-5) | 6 | | 2.0' | | | Brown-red m-c SAND; semi-dense; wet; at 0.83', becomes sand. | 0951 | 07/13/00 | 0.0 | Water table at ~4.83 ft. |
| | 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 MW-9A
 DATE STARTED: 08/01/00
 DATE COMPLETED: 08/01/00
 GROUNDWATER DEPTH: ~6.32 ft.
 ELEVATION:

| 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 arg f gravel; loose; dry 0.46'-1.08': Orange f-m SAND; very dense; dry | 0926 | 08/01/00 | 0.0 | |
| | 2 | 13 | | | | | | | | |
| | 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 | 5 | | | | | | | | |
| | 8 | 4 | | | | | | | | |
| | 9 | 1/2 | 1.67' | | | 0-0.67': Med. Brown SILT and f SAND; some clay; semi-dense; satd. 0.67'-1.67': Black CLAY; dense; wet some organic odor | 0950 | 08/01/00 | 0.0 | Water table at ~6.32 ft. |
| | 10 | 1/2 | | | | | | | | |
| | 11 | | | | | | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341

BORING NUMBER: MW-10

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

DATE STARTED: 07/14/00

DATE COMPLETED: 08/01/00

DRILLER: Tabasco Drilling

GROUNDWATER DEPTH: ~4ft on 07/14/00

DRILLING/SAMPLING METHOD: Earthprobe Direct Push
 to 8ft.

ELEVATION:

4 1/4" 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 (65-2) | 1 | | 1.67' | | | 0-0.5': Asphalt. 0.5'-1.0': Crushed Stone. Reddish-brown to lt. brown f-m SAND; loose; dry. | 0811 | 07/14/00 | 0.0 | |
| MW (35-4) | 3 | | 1.83' | | | Lt. brown f-m SAND; firm; moist. | 0815 | 07/14/00 | 0.0 | |
| | 5 | | 1.75' | | | Brown Clayey SILT. Brownish-gray f-c SAND. | 0820 | 07/14/00 | 0.0 | Water table at ~4.0ft. |
| | 7 ¹ | | 1.75' | | | 0-0.42': Gray SILT and CLAY; some organics; semi-dense; wet. 0.42'-1.75': Pink CLAY, loose; wet-satd. | 0839 | 08/01/00 | | |
| | 8 ¹ | | | | | Boring complete at 8ft. | | | | |
| | 9 | | | | | | | | | |
| | 10 | | | | | | | | | |
| | 11 | | | | | | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES:

PAGE | OF |

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 on 07/14/00

BORING NUMBER: MW-11
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/28/00
 GROUNDWATER DEPTH: ~4.0ft on 07/14/00
 ELEVATION:
 4 1/4" id Hollow Stem Augers / 3" 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 | | 1.08' | | | Brown SAND; firm; moist. | 0734 | 07/14/00 | 0.0 | |
| | 2 | | | | | | | | | |
| MW-11 (2-3) | 3 | | 1.75' | | | Brown f-c SAND. | 0736 | 07/14/00 | 0.0 | Water table at ~4.0ft on 07/14/00 |
| MW-11 (3-4) | 4 | | | | | | | | | |
| | 5 | | 1.0' | | | Brown f-m SAND; semi-dense, wet. | 1450 | 07/28/00 | 0.0 | |
| | 5 | | | | | | | | | |
| | 6 | | | | | | | | | |
| | 6 | | 1.17' | | | Same as above. | 1500 | 07/28/00 | 0.0 | |
| | 6 | | | | | | | | | |
| | 7 | | | | | | | | | |
| | 7 | | 1.58' | | | 0-0.5': Brown m-c SAND; some f sand; dense; wet. 0.05'-1.58': Brown m-c SAND; some f sand; dense; sat'd. | 1570 | 07/28/00 | NM | Water table at 8.5' ft on 07/28/00 |
| | 7 | | | | | | | | | |
| | 8 | | | | | | | | | |
| | 8 | | 1.25' | | | Orange-brown m-c SAND; some f sand; trace silt; trace rounded f gravel; semi-dense-dens; sat'd. | 1520 | 07/28/00 | 1.1 | |
| | 8 | | | | | | | | | |
| | 9 | | | | | | | | | |
| | 9 | | 1.58' | | | Same as above; except semi-loose. | 1526 | 07/28/00 | 1.5 | |
| | 9 | | | | | | | | | |
| | 10 | | | | | | | | | |
| | 10 | | 1.0' | | | Same as above. | 1534 | 07/28/00 | 1.2 | |
| | 10 | | | | | | | | | |
| | 11 | | | | | | | | | |

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: ~~2341~~
 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" | RECOVERY | 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' | RECOVERY | 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 5' | RECOVERY | PRO-FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|---------------|--------------|--------------|----------|----------|------------|--|------------|----------|---------|---|
| | | | | | | | Time | Date | | |
| | 0 | | | | | Asphalt. | | | | |
| | 1 | | | | | Gravel. | | | | |
| MW-13 (1.5-2) | 2 | 10 | .75' | | | Lt brown f-c SAND | 1124 | 07/17/00 | NAB | |
| | 3 | 36 | | | | | | | | |
| | 5 | 5 | 1.5' | | | 0-.83' Red-brown v-f SAND. | 1127 | 07/17/00 | NAB | |
| | 6 | 20 | | | | .83-1.25' Red-brown f silty SAND; dense. | | | | |
| | 7 | 15 | | | | 1.25-1.5' Dk brown silty CLAY. | | | | |
| | 8 | 11 | | | | | | | | |
| | 9 | 2 | 1.33' | | | 0-.66' Red-brown f-c SAND; trace gravel. | 1135 | 07/17/00 | NAB | Black stain; slight odor. |
| | 10 | 7 | | | | .66-1.33' Dk brown to black CLAY. | | | | |
| | 11 | 7 | | | | | | | | |
| MW-13 (6.5-7) | 12 | 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. |
| | 13 | 5 | | | | 1.17-1.75' Red-brown to brown CLAY. | | | | |
| | 14 | 4 | | | | | | | | |
| | 15 | 1 | 2.0' | | | Brown to red-brown CLAY. | 1146 | 07/17/00 | NAB | Black stain; slight odor. |
| | 16 | 1 | | | | | | | | |
| | 17 | 2 | | | | | | | | |
| | 18 | 2 | 1.75' | | | Brown to red-brown CLAY. Tip: Gray f-c SAND. | 1150 | 07/17/00 | NAB | Black stain; slight odor. |
| | 19 | 3 | | | | | | | | |
| | 20 | 4 | | | | | | | | |
| | 21 | 6 | | | | | | | | |
| | 22 | 3 | 1.5' | | | 0-.83' Gray to dk gray v-f SAND. | 1155 | 07/17/00 | NAB | Slight odor. |
| | 23 | 4 | | | | .83-1.42' Brown to gray SILT; laminated. | | | | |
| | 24 | 5 | | | | 1.42-1.5' Peat. | | | | |
| | 25 | 2 | | | | 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. Cantagallo
 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 | | | | | 0-0.5': Asphalt. | | | | |
| | 1 | | 1.0' | | | Asphalt; Brown Silt, and gravel. | 1105 | 07/14/00 | 0.0 | |
| | 2 | | | | | | | | | |
| | 3 | | 0.5' | | | Crushed concrete in tip of spoon; 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 (15-2) | 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 (45-5) | 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 | | | | | Gray m SAND; dense; satd. organic odor present. | | | | |
| | 8 | | 1.25' | | | | 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' | | | 0.33'-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
 DRILING/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 5' | RECOVERY | PRO-FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|------------------|--------------|--------------|----------|----------|------------|---|------------|----------|---------|----------------------------|
| | | | | | | | Time | Date | | |
| MW-15 (1.5-2) | 1 | 1.08' | | | | 0-0.5': Asphalt. Reddish-brown f-m SAND. | 1003 | 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 | | | | | | | | | |
| MW-15 (7.5-8) | 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 | 1.33' | | | | Orange-brown m-c SAND; trace sand; semi-loose, satd. | 1033 | 07/27/00 | 0.0 | |
| | 12 | | | | | | | | | |
| | 13 | 1.25' | | | | 0-1.17': same as above, except dense. 1.17'-1.25': orange-brown f SAND; dense; satd. | 1140 | 07/27/00 | 0.0 | |
| | 14 | | | | | | | | | |
| | 15 | 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: |
|---|--|

| 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; .5-1.59' 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 | | | | | | | | | |
| SB-1 (4-5) | 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 | | | | | | | | | |
| | 7 | | | | | Boring Complete at 6 ft. | | | | |
| | 8 | | | | | | | | | |
| | 9 | | | | | | | | | |
| | 10 | | | | | | | | | |
| | 11 | | | | | | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES

PAGE 1 of 1

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) | 0 | | | | | 0-.5' Asphalt. | | | | |
| | 1 | 9 | 1.08' | | | 0-.5' Dk olive SILT; some org f gravel; loose; dry. | 1605 | 07/24/00 | 0.0 | |
| SB-2 (2.5-3) | 2 | 22 | | | | .5-1.08' Orange f-m SAND; loose; dry. | | | | |
| | 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 | | | | | | | | |
| | 5 | 22 | | | | | | | | |
| | 6 | 21 | 1.42' | | | Orange m-c SAND; semi-dense; satd; becomes gray at .75'. | 1617 | 07/24/00 | 0.0 | Water table at ~4 ft. |
| | 7 | 7 | | | | | | | | |
| | 8 | 7 | | | | Boring complete at 6 ft. | | | | |
| | 9 | 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-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) | 0 | | | | | | | | | |
| | 1 | 7 | 1.17' | | | 0-0.5' Asphalt. | 0826 | 07/25/00 | 0.0 | |
| | 2 | 13 | | | | 0-0.33' olive SILT and ang of gravel; semi-base; dry. | | | | |
| SB-3 (2-2.5) | 3 | 7 | 1.25' | | | .33-1.17' Orange f-m SAND; little silt; semi-base. | | | | |
| | 4 | 8 | | | | Orange f-m SAND; little silt; semi-loose; becomes sand at .83'. | 0836 | 07/25/00 | 0.0 | Water table at ~2.83 ft. |
| | 5 | 11 | | | | Boring complete at 4 ft. | | | | |
| | 6 | 16 | | | | | | | | |
| | 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. 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 6" | 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 | | | | | | | | |
| | 5 | 10 | | | | | | | | |
| | 6 | 12 | | | | Boring complete at 4 ft. | | | | |
| | 7 | | | | | | | | | |
| | 8 | | | | | | | | | |
| | 9 | | | | | | | | | |
| | 10 | | | | | | | | | |
| | 11 | | | | | | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES:

PAGE 1 OF 1

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-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 | | | | | | | | |
| | 5 | 24 | | | | | | | | |
| | 6 | 26 | | | | Boring complete at 4 ft. | | | | |
| | 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" | RECOVERY | 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 rounded to semi-rounded gravel; loose; dry. | 1249 | 07/17/00 | 0.0 | |
| | 3 | 26 | | | | | | | | |
| SB-6 (3-3.5) | 3 | 3 | 1.83' | | | 0-1.17' Gray tan m SAND; semi-dense; wet. | 1255 | 07/17/00 | 0.0 | Water table at ~3.42 ft. |
| | 4 | 10 | | | | 1.17-1.83' Gray f-m SAND; little subrounded m gravel; wet; becomes semi-dense and satd. | | | | |
| | 4 | 20 | | | | Boring complete at 4 ft. | | | | |
| | 5 | 33 | | | | | | | | |
| | 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-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 | | |
| | 0 | | | | | | | | | |
| SB-7 (1-2) | 1 | | | | | 0-1.0' Asphalt. | | | | |
| | 2 | 7 14 | .75' | | | M tan 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. | 0939 | 07/19/00 | 0.0 | Refused at 2.33 ft. |
| | 4 | | | | | .17-.33' Pink CLAY; trace ang gravel; dense; dry. | | | | |
| | 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: 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-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 (15-2) | 1 | | | | | 0-1.0' Asphalt. | | | | |
| | 2 | 14 | .75' | | | lt brown to brown f-m SAND; trace gravel. | 1492 | 07/17/00 | 0.0 | |
| SB-8 (3.5-4) | 3 | 5 | 1.17' | | | 0-.5' Brown f-c SAND; trace gravel | 1446 | 07/17/00 | 0.0 | Water table at ~4 ft. |
| | 4 | 5 | | | | .5-.83' Brown sandy CLAY and f-m SAND. .83-1.17' Brown clayey f-c SAND | | | | |
| | 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) | 1 | 10 | 1.17' | | | Asphalt. Orange brown f-m SAND; loose; moist. | 0926 | 07/25/00 | 0.0 | |
| | 2 | 15 | | | | | | | | |
| SB-10 (2-2.5) | 3 | 9 | .92' | | | Orange m-c SAND; dense; wet; becomes sand at .58'. | 0931 | 07/25/00 | 0.0 | Water table at ~2.58 ft. |
| | 4 | 7 | | | | | | | | |
| | 5 | 9 | | | | Boring complete at 4 ft. | | | | |
| | 6 | 3 | | | | | | | | |
| | 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: 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' | RECO. VERY | PRO. FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|------------------|--------------|--------------|------------|-----------|------------|---|------------|----------|---------|-------------------------|
| | | | | | | | Time | Date | | |
| SB-11 (1.5-2) | 0 | | | | | 0-5' Asphalt | 1342 | 07/14/00 | 0.0 | |
| | 1 | | 1.25' | | | Red-brown c SAND; some silt. | | | | |
| | 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 (9-9.5) | 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' | RECOVERY | 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 mSAND; 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 (ft) | BLOWS per 6' | RECOVERY | PRO-FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|-------------------|------------|--------------|----------|----------|------------|---|------------|----------|---------|-----------------------|
| | | | | | | | Time | Date | | |
| SB-13A (1.5-2) | 1 | | 1.25' | | | 0-5' Asphalt. 5-10' Gravel. Red-brown f-c SAND; trace gravel. | 0842 | 07/14/00 | 0.0 | |
| | 2 | | | | | | | | | |
| | 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: 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-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 | .66' | | | Brown f-m SAND; trace gravel. | | | 0.0 | |
| | | 24 | | | | | | | | |
| | | 12 | 1.25' | | | Lt brown to brown f-m SAND. | 1231 | 07/17/00 | 0.0 | |
| | 3 | 20 | | | | | | | | |
| | | 23 | | | | | | | | |
| | 4 | 24 | | | | | | | | |
| SB-14 (5.5-6) | | 3 | 1.0' | | | Brown f-m SAND; trace gravel. | 1238 | 07/17/00 | NM | Water table at ~6 ft. |
| | 5 | 6 | | | | | | | | |
| | | 11 | | | | | | | | |
| | 6 | 13 | | | | | | | | |
| | 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
 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-15
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~5.5 ft
 ELEVATION:

| 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 v-f SAND. | 1045 | 07/17/00 | NAB | |
| | 3 | 29 | | | | | | | | |
| | 4 | 10 | 1.17' | | | Lt brown v-f SAND, loose, dry. | 1055 | 07/17/00 | NAB | |
| | | 26 | | | | | | | | |
| | | 47 | | | | | | | | |
| | | 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. |
| | 6 | 26 | | | | 42-1.25' Gray f-m SAND. | | | | |
| | 7 | 14 | | | | | | | | |
| | 8 | 7 | | | | Boring complete at 6 ft. | | | | |
| | 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 DRILING/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

BORING NUMBER: SB-17

PROJECT NO: 2341

DATE STARTED: 07/24/00

LOCATION: P&O Ports Port Newark Facility

DATE COMPLETED: 07/24/00

GEOLOGIST: M. Greenberg

GROUNDWATER DEPTH: ~8.33ft

DRILLER: Tabasco Drilling

ELEVATION:

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

| SAMPLE ID | DEPTH (feet) | BLOWS per 5' | RECO. VERY | PRO. FILE | USCS CLASS | MATERIAL DESCRIPTION | COLLECTION | | OVA ppm | COMMENTS |
|------------------|--------------|--------------|------------|-----------|------------|---|------------|----------|---------|----------------------------|
| | | | | | | | Time | Date | | |
| SB-17 (115-2) | 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 | | | | | | | | |
| | 8 | 38 | 2.00' | | | Dark orange f-m SAND. Semi-loose; Moist. | 1151 | 07/24/00 | 0.0 | |
| | 9 | 9 | | | | | | | | |
| | 10 | 20 | | | | | | | | |
| SB-17 (8-9) | 9 | 9 | 1.25' | | | Dark orange m SAND. some f sand; dense; moist; satd. at 8.33'. | 1155 | 07/24/00 | 0.0 | Water table at ~8.33ft. |
| | 11 | | | | | Boring complete at 10ft. | | | | |
| | 12 | | | | | | | | | |
| | 13 | | | | | | | | | |
| | 14 | | | | | | | | | |
| | 15 | | | | | | | | | |

NOTES:

PAGE | OF |

APPENDIX B

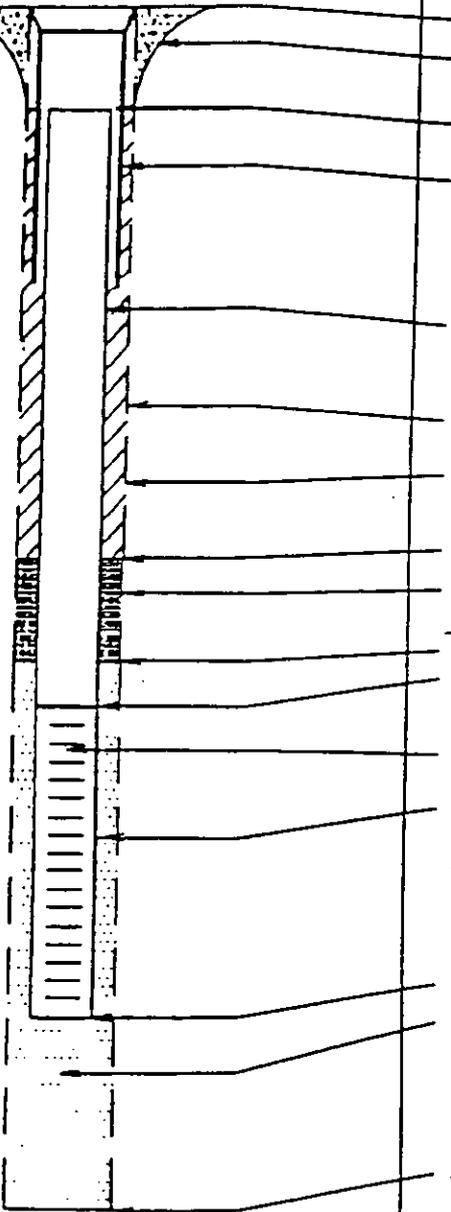
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-1

PROJECT Port Newark Container Terminal LLC
 PROJECT NO. 2341
 DATE July 25, 2000 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: Moist #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

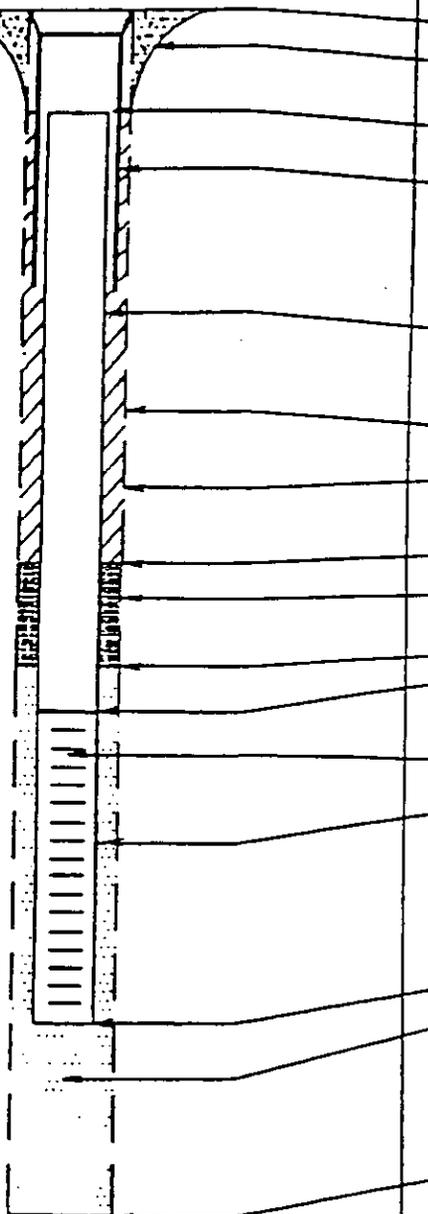
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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: 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 3'
TYPE OF SAND PACK: Mocc #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 4.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 4.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Mocc #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: 4.5'

NOT TO SCALE

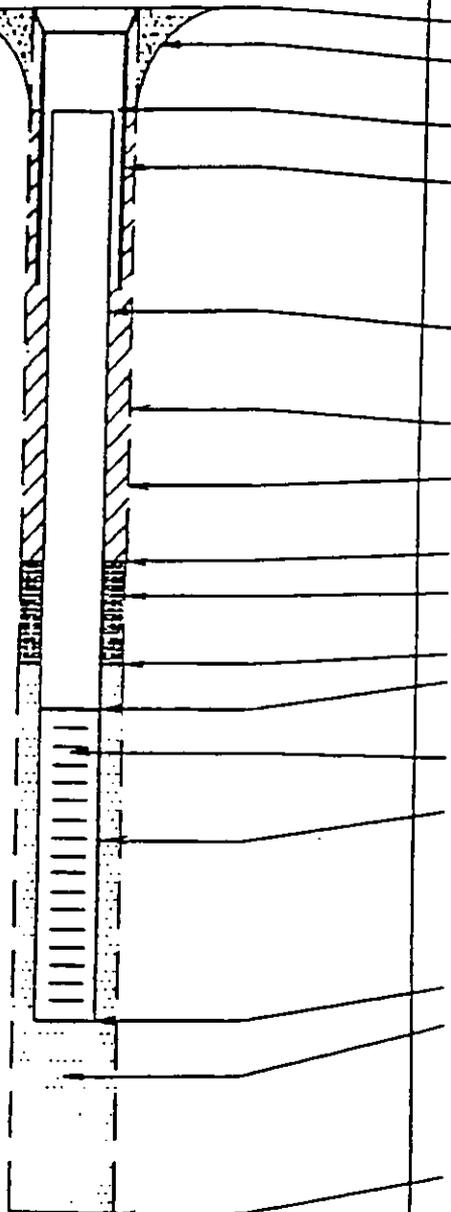
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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

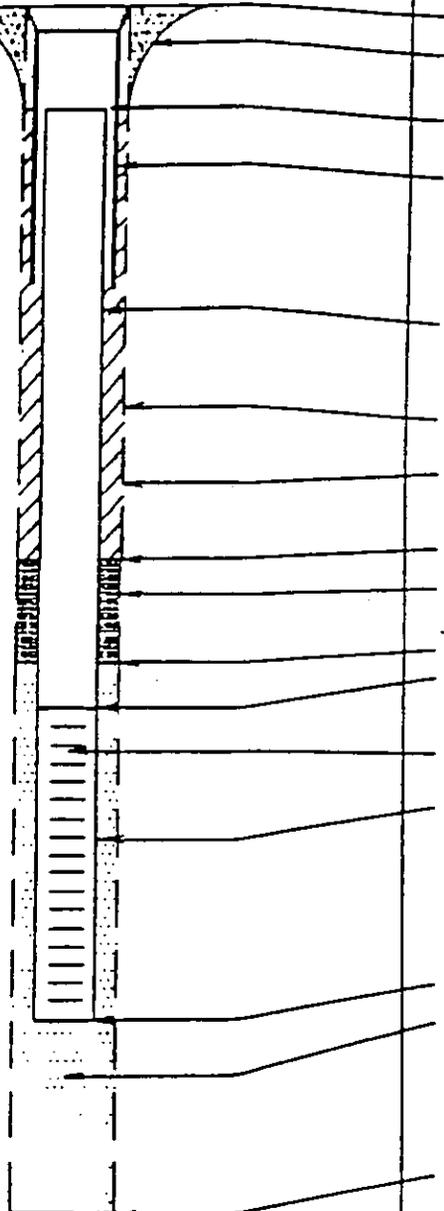
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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
 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: Morie #1 Quartz Sand
 ELEVATION/DEPTH BOTTOM OF SCREEN: 15.0'
 ELEVATION/DEPTH BOTTOM OF SAND PACK: 16.0'
 TYPE OF BACKFILL BELOW OBSERVATION WELL: Morie #1 Quartz Sand
 ELEVATION/DEPTH OF HOLE: 16.0'

NOT TO SCALE

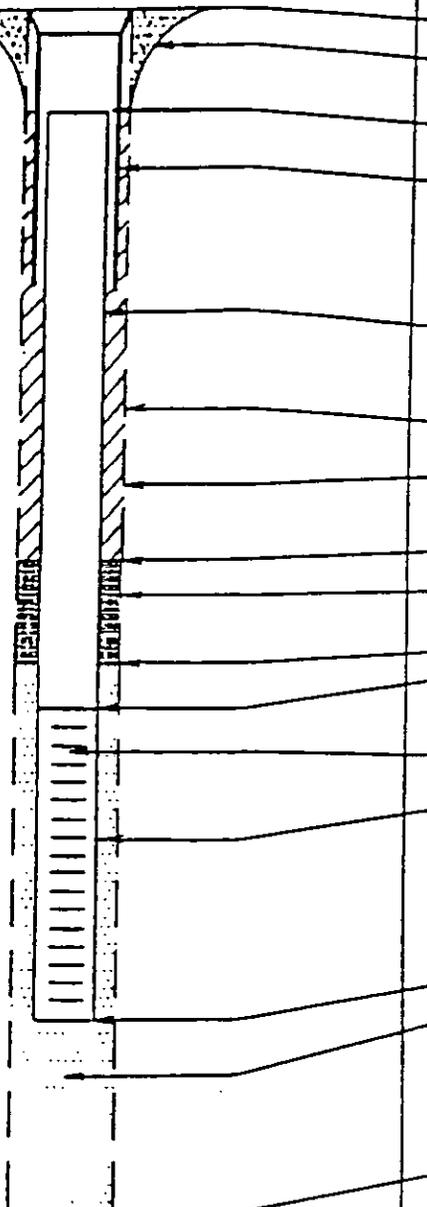
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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 Helix 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: 0.10" X 4'
TYPE OF SAND PACK: Morie #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 6.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 6.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Morie #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: 10.5'

NOT TO SCALE

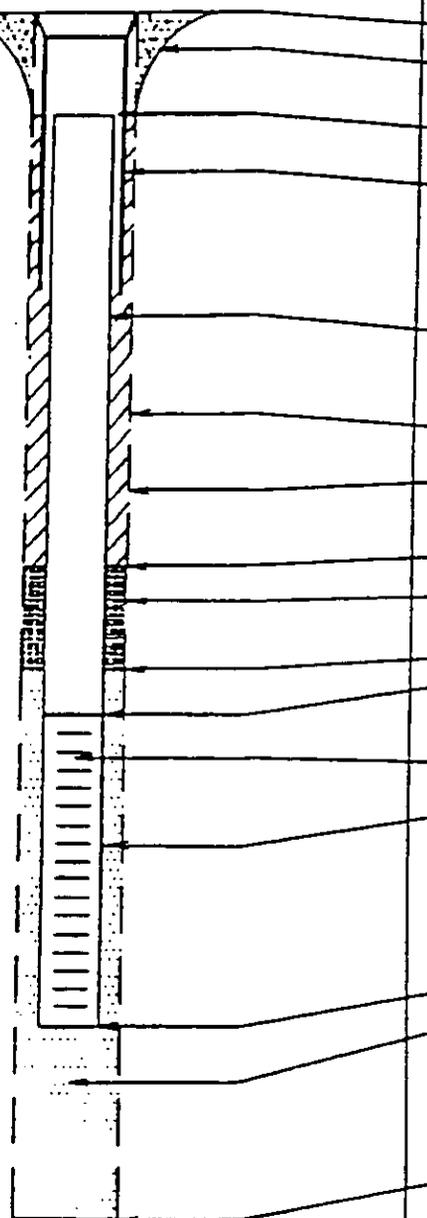
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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: 0.10" X 4.0'
TYPE OF SAND PACK: More #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 6.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 6.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: More #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: 6.5'

NOT TO SCALE

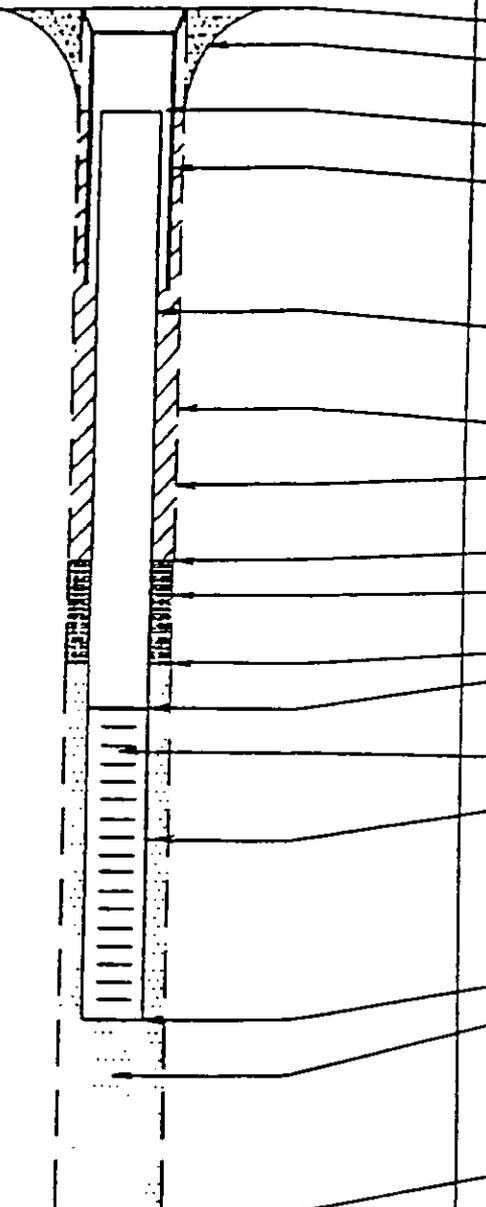
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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: Moist #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 7.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 7.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Moist #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: Morie #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 16.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 16.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Morie #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: 16.5'

NOT TO SCALE

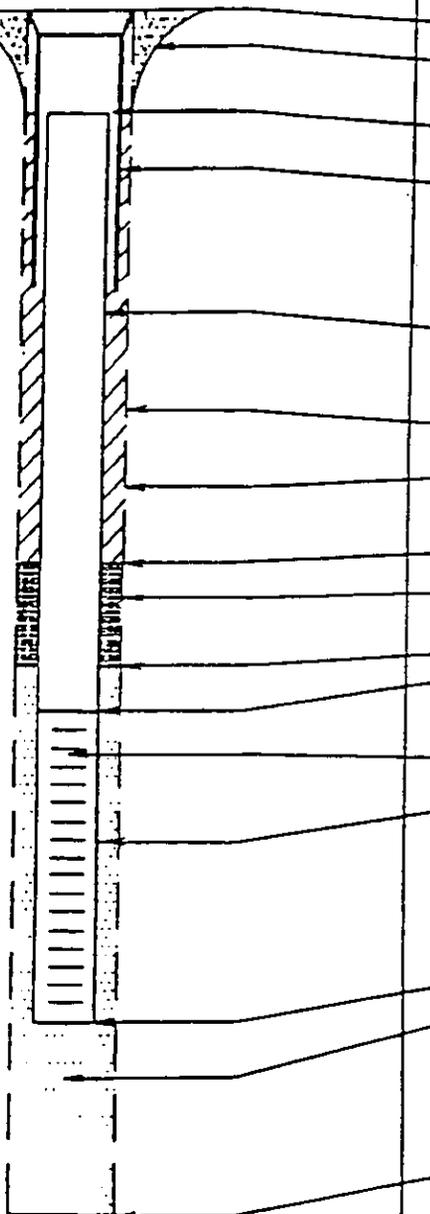
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-12

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 28, 2010 BORING NO.: MW-12
LEVATION _____
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

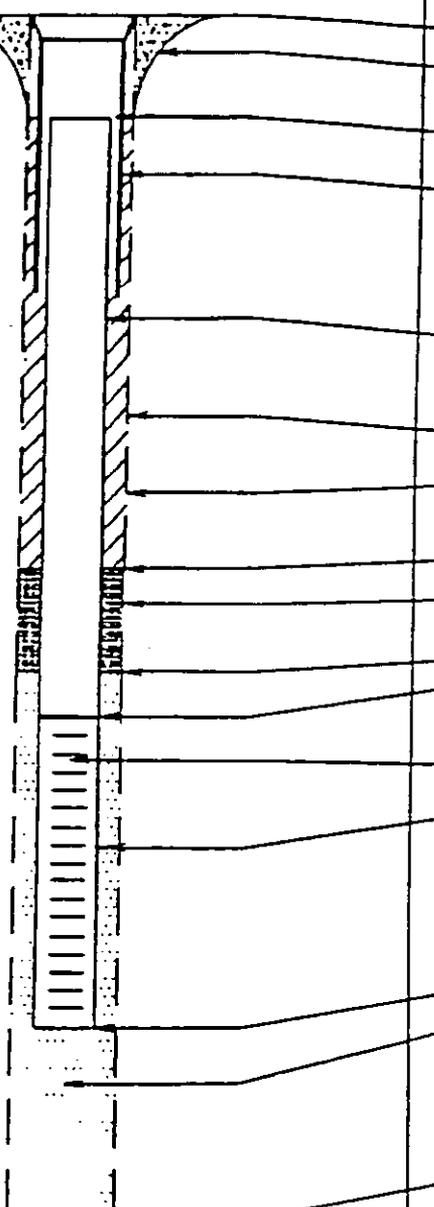
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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: .010" X 3'
TYPE OF SAND PACK: Coarse #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

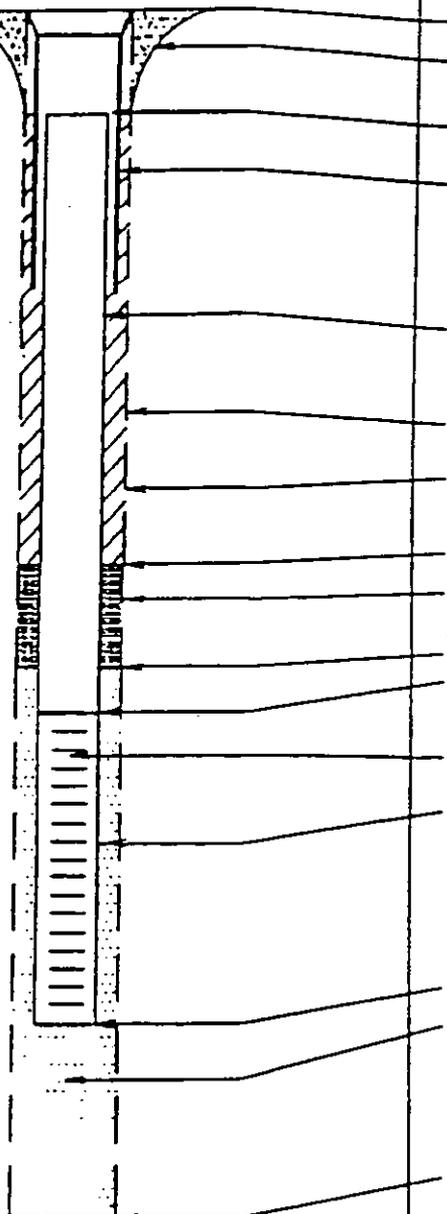
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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: Moist #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

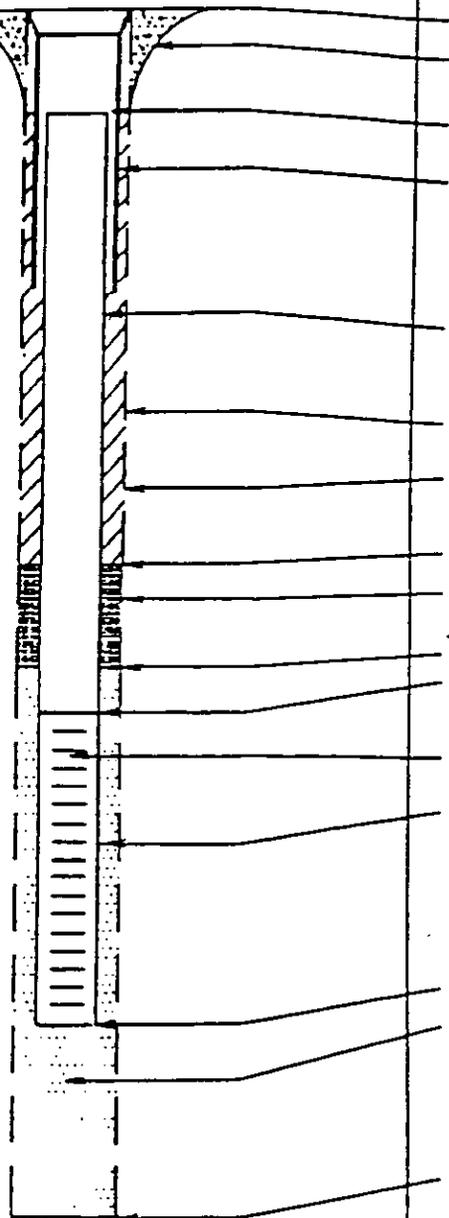
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

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
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: Morie #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 15.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 15.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Morie #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 x T(ft) x r(in)²
 = 0.163 x 6.03 x 1²
 = 0.98 gallons

Total Water Purged

Design = 2.95 gallons
 Actual = 6 gallons

Water Quality

| | TIME | pH | SPEC. CONduc. (umhos/cm) | TEMPERATURE (oc) | DO (ppm) | En (mu) | Turb |
|--------------|--------------|-------------|-----------------------------|---------------------|-------------|------------|--------------|
| 5.96 Initial | <u>14.27</u> | <u>7.10</u> | <u>0.198</u> | <u>19.8</u> | <u>0.00</u> | <u>-19</u> | <u>71.8</u> |
| Volume 1 | <u>14.38</u> | <u>7.10</u> | <u>0.196</u> | <u>19.9</u> | <u>0.00</u> | <u>-6</u> | <u>21.7</u> |
| Volume 2 | <u>14.33</u> | <u>7.10</u> | <u>0.193</u> | <u>17.9</u> | <u>0.00</u> | <u>9</u> | <u>149.2</u> |
| Volume 3 | <u>14.30</u> | <u>7.07</u> | <u>0.2</u> | <u>20.0</u> | <u>0.00</u> | <u>12</u> | <u>5.2</u> |
| Volume 4 | <u>14.36</u> | <u>7.02</u> | <u>0.205</u> | <u>20.8</u> | <u>0.00</u> | <u>20</u> | <u>7.2</u> |
| Volume 5 | <u>14.42</u> | <u>7.05</u> | <u>0.208</u> | <u>20.1</u> | <u>0.00</u> | <u>23</u> | <u>2.0</u> |
| | <u>14.25</u> | <u>7.05</u> | <u>0.209</u> | <u>20.0</u> | <u>0.00</u> | <u>22</u> | <u>1.0</u> |

Purge Method SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: See logbook for rest. 14.25 started purging well. Water is clear, no visible sludge, no odor.

Sampler(s): M. S. ... R. ...

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 1.97 gal
 Actual = 4.0 gallons

Water Quality

| Re (Y _{min}) | TIME | PH | SPEC. CONDOC. (umhos/cm) | TEMPERATURE (OC) | DO (ppm) | Eu (MU) | Time | |
|------------------------|----------|------|--------------------------|------------------|----------|---------|------|-----|
| 0.23 | Initial | 0806 | 6.94 | 1.87 | 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 | " | 0824 | 7.16 | 1.86 | 19.8 | 5.13 | 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 at visible stream. It is clear.

| Re | Sampler(s) | PH | SPEC. CONDOC. (umhos/cm) | TEMPERATURE (OC) | DO (ppm) | Eu (MU) | Time |
|------|------------|------|--------------------------|------------------|----------|---------|------|
| 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) = 4.836 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 6.16 - 4.36
 T = 1.80 ft

Gallons of Water per Well Volume

Volume = $0.163 \times T(\text{ft}) \times r(\text{in})^2$
 = $0.163 \times 1.80 \times 1^2$
 = 0.29 gallons

Total Water Purged

Design = 0.88 gallons
 Actual = ~5 gallons

Water Quality

| TIME | pH | SPEC. CONDC. (umhos/cm) | TEMPERATURE (OC) | DO (ppm) | En (mu) | Turb |
|----------|------|-------------------------|------------------|----------|---------|------|
| Initial | 7.22 | 43.1 | 26.0 | 0.50 | -106 | 33 |
| Volume 1 | 7.21 | 39.3 | 25.9 | 0.07 | -94 | 19. |
| Volume 2 | 7.22 | 59.5 | 26.0 | 0.00 | -96 | 19. |
| Volume 3 | 7.21 | 39.0 | 26.2 | 0.00 | -96 | 11. |
| Volume 4 | 7.22 | 39.2 | 26.2 | 0.00 | -98 | 11. |
| Volume 5 | 7.23 | 37.9 | 26.2 | 0.00 | -97 | 9. |
| Volume 6 | 7.23 | 37.9 | 26.2 | 0.00 | -98 | 8. |

Purge Method: SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 0954 start purging well, water appears clear and odor free

Sampler(s): M. Greenberg, R. Robles

| | | | | | | | |
|--------|------|------|------|------|------|-----|-----|
| Time 7 | 1015 | 7.24 | 37.8 | 26.3 | 0.00 | -99 | 8.7 |
| Time 8 | 1018 | 7.24 | 37.9 | 26.3 | 0.00 | -99 | 8. |
| Time 9 | 1021 | 7.24 | 37.3 | 26.3 | 0.00 | -97 | 8.8 |

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

$$\begin{aligned} \text{Volume} &= 0.163 \times T(\text{ft}) \times r(\text{in})^2 \\ &= 0.163 \times \underline{0.97} \times \underline{1}^2 \\ &= \underline{0.16} \text{ gallons} \end{aligned}$$

Total Water Purged

Design = 0.47 gallons

Actual = _____ gallons

Water Quality

| Rate (g/min) | TIME | pH | SPEC. CONDC. (umhos/cm) | TEMPERATURE (OC) | DO (ppm) | En (mu) | Tu |
|--------------|----------|------|-------------------------|------------------|----------|---------|----|
| | Initial | 6.42 | 0.253 | 24.7 | 0.00 | -36 | - |
| 0.77 | Volume 1 | 6.51 | 0.254 | 24.8 | 0.00 | -30 | - |
| 0.74 | Volume 2 | 6.56 | 0.260 | 24.8 | 0.00 | -26 | 8 |
| 0.94 | Volume 3 | 6.62 | 0.261 | 25.0 | 0.00 | -26 | 4 |
| 0.68 | Volume 4 | 6.60 | 0.253 | 25.0 | 0.00 | -23 | 2 |
| 0.94 | Volume 5 | 6.62 | 0.295 | 24.9 | 0.00 | -26 | 1 |
| 0.55 | 6 | 6.65 | 0.251 | 25.0 | 0.00 | -21 | 0 |
| 0.82 | 1636 | | | | | | |

Purge Method

SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 1615 Start Purge in MW-8A. Water is clear, not free, no green visible. Water does have yellowish tint.

| | | | | | | | | |
|------|---|------|------|-------|------|------|-----|---|
| 0.83 | 7 | 1638 | 6.64 | 0.275 | 25.1 | 0.00 | -22 | - |
|------|---|------|------|-------|------|------|-----|---|

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-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

$$\text{Volume} = 0.163 \times T(\text{ft}) \times r(\text{in})^2$$

$$= 0.163 \times 2.82 \times 1^2$$

$$= 0.46 \text{ gallons}$$

Total Water Purged

Design = 1.38 gallons
 Actual = 3.5 gallons

Water Quality

| Flow (l/min) | TIME | PH | SPEC. CONDC. (umhos/cm) | TEMPERATURE (OC) | DO (ppm) | En (mu) | Turb | |
|--------------|----------|-------------|-------------------------|------------------|-------------|-------------|-------------|-------------|
| | Initial | <u>1140</u> | <u>6.57</u> | <u>0.830</u> | <u>26.1</u> | <u>0.03</u> | <u>-140</u> | <u>57.1</u> |
| <u>2.48</u> | Volume 1 | <u>1143</u> | <u>6.53</u> | <u>0.510</u> | <u>26.4</u> | <u>0.00</u> | <u>-134</u> | <u>50.1</u> |
| <u>2.43</u> | Volume 2 | <u>1146</u> | <u>6.49</u> | <u>0.463</u> | <u>26.4</u> | <u>0.00</u> | <u>-130</u> | <u>25.9</u> |
| <u>0.39</u> | Volume 3 | <u>1149</u> | <u>6.48</u> | <u>0.455</u> | <u>26.1</u> | <u>0.00</u> | <u>-129</u> | <u>25.1</u> |
| <u>2.35</u> | Volume 4 | <u>1152</u> | <u>6.46</u> | <u>0.445</u> | <u>26.5</u> | <u>0.00</u> | <u>-127</u> | <u>24.1</u> |
| <u>1.40</u> | Volume 5 | <u>1155</u> | <u>6.47</u> | <u>0.439</u> | <u>26.5</u> | <u>0.00</u> | <u>-128</u> | <u>23.5</u> |
| <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> | <u>58.1</u> |

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 Pablos

| | | | | | | | | |
|-------------|---------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|
| <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>23.0</u> |
| <u>2.43</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>21.9</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>21.4</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>21.2</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

$$\text{Volume} = 0.163 \times T(\text{ft}) \times r(\text{in})^2$$

$$= 0.163 \times \underline{6.99} \times \underline{1}^2$$

$$= \underline{1.14} \text{ gallons}$$

Total Water Purged

Design = 3.42 gallons
 Actual = ~6.5 gallons

Water Quality

late
1 sample

| | TIME | pH | SPEC. CONDC. (umhos/cm) | TEMPERATURE (°C) | DO (ppm) | En (mu) | TWT |
|----------|-------------|-------------|----------------------------|---------------------|-------------|-------------|-----------|
| Initial | <u>1348</u> | <u>7.34</u> | <u>0.265</u> | <u>19.5</u> | <u>1.03</u> | <u>-91</u> | <u>30</u> |
| Volume 1 | <u>1351</u> | <u>7.31</u> | <u>0.243</u> | <u>19.5</u> | <u>0.00</u> | <u>-99</u> | <u>19</u> |
| Volume 2 | <u>1407</u> | <u>7.32</u> | <u>0.239</u> | <u>19.7</u> | <u>0.29</u> | <u>-95</u> | <u>8</u> |
| Volume 3 | <u>1410</u> | <u>7.30</u> | <u>0.236</u> | <u>19.6</u> | <u>0.00</u> | <u>-100</u> | <u>6</u> |
| Volume 4 | <u>1413</u> | <u>7.28</u> | <u>0.235</u> | <u>19.6</u> | <u>0.97</u> | <u>-104</u> | <u>5</u> |
| Volume 5 | <u>1416</u> | <u>7.27</u> | <u>0.239</u> | <u>19.6</u> | <u>1.16</u> | <u>-107</u> | <u>3</u> |
| Volume 6 | <u>1419</u> | <u>7.26</u> | <u>0.238</u> | <u>19.6</u> | <u>2.03</u> | <u>-110</u> | <u>3</u> |

Purge Method

 SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 1348 start purging well. well water clear
two odd no slurr. stopped purge @ 1405 to get New PID. Resumed
purge @ 1405

Sampler(s):

| | | | | | | | |
|-----------|-------------|-------------|--------------|-------------|-------------|-------------|------------|
| Volume 7 | <u>1422</u> | <u>7.25</u> | <u>0.240</u> | <u>19.7</u> | <u>2.29</u> | <u>-112</u> | <u>3.2</u> |
| Volume 8 | <u>1425</u> | <u>7.23</u> | <u>0.236</u> | <u>19.6</u> | <u>1.74</u> | <u>-113</u> | <u>2.1</u> |
| Volume 9 | <u>1425</u> | <u>7.23</u> | <u>0.236</u> | <u>19.7</u> | <u>1.34</u> | <u>-114</u> | <u>2.2</u> |
| Volume 10 | <u>1431</u> | <u>7.22</u> | <u>0.238</u> | <u>19.7</u> | <u>1.05</u> | <u>-113</u> | <u>2.1</u> |
| Volume 11 | <u>1434</u> | <u>7.22</u> | <u>0.239</u> | <u>19.7</u> | <u>0.70</u> | <u>-114</u> | <u>2</u> |
| Volume 12 | <u>1437</u> | <u>7.22</u> | <u>0.235</u> | <u>19.7</u> | <u>0.35</u> | <u>-115</u> | <u>2</u> |

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) | En (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 | 44 |
| 0.65 Volume 2 | 7.12 | 0.445 | 20.1 | 0.00 | -33 | 30 |
| 0.80 Volume 3 | 7.12 | 0.440 | 20.0 | 0.00 | -45 | 17 |
| 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 |
| 0.55 Volume 6 | 7.07 | 0.439 | 20.2 | 0.00 | -65 | 6.0 |

Purge Method

SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 1305 Start purging well, water has yellowish tinge with the No. 02 and No. 03.

| Time | Sampler(s) | PH | SPEC. CONDC. (umhos/cm) | TEMPERATURE (OC) | DO (PPM) | En (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 8-24-00
 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) | Ed (mV) | TUT (NTU) |
|----------|-------------|-------------|----------------------------|---------------------|-------------|-------------|--------------|
| Initial | <u>0850</u> | <u>7.27</u> | <u>0.286</u> | <u>22.8</u> | <u>2.98</u> | <u>-224</u> | <u>0.1</u> |
| Volume 1 | <u>0853</u> | <u>7.33</u> | <u>0.274</u> | <u>23.4</u> | <u>4.76</u> | <u>-209</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>-200</u> | <u>33</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>39</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>82</u> |

Purge Method SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: Water is gray cloudy colored; has organic odor; visible spon.

Sampler(s): M. Greenberg, R. Hobbs

| | | | | | | | |
|-----------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|
| 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>34.5</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>22.4</u> |
| Volume 9 | <u>0911</u> | <u>7.32</u> | <u>0.271</u> | <u>23.5</u> | <u>5.60</u> | <u>-212</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>23.5</u> | <u>5.44</u> | <u>-213</u> | <u>7.9</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

$$\begin{aligned} \text{Volume} &= 0.163 \times T(\text{ft}) \times r(\text{in})^2 \\ &= 0.163 \times \underline{1.9} \times \underline{1}^2 \\ &= \underline{0.31} \text{ gallons} \end{aligned}$$

Total Water Purged

Design = 0.93 gallons
 Actual = 11 gallons

Water Quality

| TIME | pH | SPEC. CONDOC. (umhos/cm) | TEMPERATURE (°C) | DO (ppm) | En (mV) | g/L |
|----------|-------------|-----------------------------|---------------------|-------------|-------------|-----|
| Initial | <u>6.73</u> | <u>1.14</u> | <u>24.5</u> | <u>0.01</u> | <u>-160</u> | 0. |
| Volume 1 | <u>6.74</u> | <u>1.08</u> | <u>24.6</u> | <u>0.00</u> | <u>-160</u> | 4. |
| Volume 2 | <u>6.75</u> | <u>1.05</u> | <u>24.7</u> | <u>0.00</u> | <u>-158</u> | 4. |
| Volume 3 | <u>6.76</u> | <u>1.04</u> | <u>24.7</u> | <u>0.00</u> | <u>-157</u> | 5. |
| Volume 4 | <u>6.76</u> | <u>1.07</u> | <u>24.7</u> | <u>0.00</u> | <u>-158</u> | 5. |
| Volume 5 | <u>6.77</u> | <u>0.95</u> | <u>24.7</u> | <u>0.00</u> | <u>-159</u> | 6. |
| Volume 6 | <u>6.77</u> | <u>0.97</u> | <u>24.7</u> | <u>0.00</u> | <u>-161</u> | 7. |

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 | 0.96 | 24.7 | 0.00 | -164 | 8. |
| Volume 8 | 11:28 | 6.77 | 0.97 | 24.7 | 0.00 | -165 | 9. |
| Volume 9 | 11:31 | 6.77 | 0.96 | 24.7 | 0.00 | -166 | 10. |

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-3 Date 8-22-00
 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 = $0.163 \times T(\text{ft}) \times r(\text{in})^2$
 = $0.163 \times \underline{2.79} \times \underline{1}^2$
 = 0.45 gallons

Total Water Purged

Design = 1.36 gallons
 Actual = 1 gallons

Water Quality

| | TIME | pH | SPEC. CONDOC. (umhos/cm) | TEMPERATURE (oC) | DO (ppm) | Ed (mu) | Tur |
|-----------------------|-------------|-------------|-----------------------------|---------------------|-------------|------------|------------|
| 03 <i>min</i> 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 free of product with no odor well and dry

Sampler(s): M. Gre. Hoeg, 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
Commission Expires Jun. 6, 2002

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
Commission Expires Jun. 6, 2002

201132

Port Authority Lease No. L-PN-264
Supplement No. 1



SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 31, 2001, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-2", together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area, and the said structures, fixtures, improvements and other property (all of which is sometimes hereinafter in this Agreement called "the Additional Premises") to be and become a part of the premises under the Lease at 12:01 o'clock A.M. on September 1, 2001 let to the Lessee, subject to and in accordance with all of the terms, covenants and conditions of the Lease as herein amended, for a term expiring at 11:59 o'clock P.M. on August 31, 2005, unless sooner terminated. The parties hereby acknowledge that the Additional Premises constitute non-residential property.

2. The Lessee shall use the Additional Premises solely as a temporary intermodal rail facility in connection with its operations under the Lease.

CONFIRMED COPY

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3. The Port Authority shall deliver the Additional Premises to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Additional Premises and, subject to the performance of the work set forth in paragraph 9 of this Agreement, has found it in good order and repair and has determined it to be suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the Additional Premises in its "as is" condition and the Port Authority shall have no obligations under the Lease as herein amended for finishing work or preparation of any portion of the Additional Premises for the Lessee's use.

4. 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 suitability of the Additional Premises for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Additional Premises will be used initially or at any time during the letting thereof under the Lease as herein amended which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property.

5. The Port Authority shall have no obligation to supply to the Lessee any services or utilities in the Additional Premises.

6. (a) In addition to all other rentals payable under the Lease as herein amended, the Lessee shall pay a basic rental for the Additional Premises at the annual rate of Sixty-eight Thousand Six Hundred Forty-five Dollars and Eighty-five Cents (\$68,645.85), payable in advance in the amount of Five Thousand Seven Hundred Twenty Dollars and Forty-nine Cents (\$5,720.49) on the "Rental Commencement Date", as hereinafter defined, and on the first day of each calendar month thereafter during the term of the letting of the Additional Premises, except that if the Rental Commencement Date shall be a day other than the first day of a calendar month the installment of basic rental payable on the Rental Commencement Date shall be an amount equal to the amount of the installment described in this subparagraph multiplied by a fraction the numerator of which shall be the number of days from the Rental Commencement Date to the last day of the calendar month in which the Rental Commencement Date shall fall and the denominator of which shall be the number of days in that calendar month.

(b) "Rental Commencement Date" shall mean the earliest of the following dates:

(1) November 1, 2001; or

(2) the date as of which the Port Authority shall certify that the Lessee has substantially completed performance of the "Lessee's Construction Work", described in paragraph 9 hereof to such an extent as to permit use and occupancy of the Additional Premises by the Lessee for the purposes stated in paragraph 2 of this Agreement; or

(3) the date on which the Lessee commences in the Additional Premises any of the operations authorized therein by paragraph 2 of this Agreement.

7. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Additional Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

8. (a) The Lessee shall pay to the Port Authority during the period from the Rental Commencement Date through the expiration of the term of the letting of the Additional Premises under the Lease as herein amended a "Rail Facility Container Lift Fee" for each "Rail Container Lift", as such term is defined in this subparagraph, at the following respective rate for each Rail Container Lift: (1) Twenty-three Dollars and Ninety-seven Cents (\$23.97) during the period from the Rental Commencement Date through December 31, 2001; (2) Twenty-four Dollars and Ninety-three Cents (\$24.93) during the period from January 1, 2002 through December 31, 2002; (3) Twenty-five Dollars and Ninety-three Cents (\$25.93) during the period from January 1, 2003 through December 31, 2003; (4) Twenty-six Dollars and Ninety-six Cents (\$26.96) during the period from January 1, 2004 through December 31, 2004; and (5) Twenty-eight Dollars and Four Cents (\$28.04) during the period from January 1, 2005 through August 31, 2005. The term "Rail Container Lift" shall mean each placement of a marine cargo container on a railroad train which subsequently carries such marine cargo container from the Additional Premises and shall also mean each removal of a marine cargo container from a railroad train which carried the marine cargo container to the Additional Premises.

(b) The Lessee shall pay the Rail Facility Container Lift Fee as follows: on the twentieth (20th) day of the month following the month in which the Rental Commencement Date shall occur, and on the twentieth (20th) day of each and every month thereafter occurring during each calendar year (with the first and last partial calendar years to be deemed calendar years for these purposes) to occur during the term of the letting of

the Additional Premises under the Lease as herein amended, including the twentieth (20th) day of the month following the last day of each such calendar year, and within the twentieth (20th) day following the effective date of the expiration or earlier termination of the letting of the Additional Premises, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of Rail Container Lifts arising out of the operations of the Lessee on the Additional Premises during the preceding month and the cumulative number of Rail Container Lifts arising out of the operations of the Lessee on the Additional Premises from the date of the commencement of the calendar year for which the report is made through the last day of the preceding month of the calendar year for which the report is made; and 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 each such calendar year the amount of the Rail Facility Container Lift Fee payable for the month for which the report is made; provided, however, that if the letting of the Additional Premises shall expire or be earlier terminated effective on a date other than the last day of a calendar month, the final payment of the Rail Facility Container Lift Fee shall be due and payable within twenty (20) days after the effective date of expiration or earlier termination.

(c) The Lessee shall install and use such equipment or devices for recording Rail Container Lifts as may be necessary or desirable to keep accurate counts of Rail Container Lifts.

(d) The provisions of Section 43 of the Lease shall apply to all amounts payable to the Port Authority under this paragraph, except that the required records and books of account shall be maintained by the Lessee during the term of the letting of the Additional Premises and for three years thereafter.

9. (a) The Lessee understands that construction and installation work is required in order to prepare the Additional Premises for its occupancy and operations, and the Lessee agrees to and shall perform the following work to prepare the Additional Premises for the Lessee's operations therein (which work is hereinafter called "the Lessee's Construction Work"): removing obstructions where necessary, installing two (2) switches, removing and replacing railroad ties and tracks where necessary, removing guardrail, adding acceleration and deceleration lanes at ingress and egress points, and such other related site rail and/or traffic improvements (excluding installation, construction or relocation of traffic lights) that shall be agreed to by the parties and approved by the Port Authority. The Lessee's Construction Work shall be paid for by the Port Authority as provided for in subparagraphs (p) and (q) of this paragraph.

(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 subsequent to commencement of the work:

(i) 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;

(ii) 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 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;

(iii) 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 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 of the Lessee's Construction Work, 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 each of the items constituting the Lessee's Construction Work, 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 work. 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 paragraph, the Lessee shall submit to the Port Authority, at the Port Authority's request, such 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 plan review within ten (10) days of receipt thereof. 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 subparagraphs (j) and (k) of this paragraph and such performance bonds as the Port Authority may specify. All 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 all of the Lessee's Construction Work 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 subparagraph 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 as-built drawings of the Lessee's Construction Work in such form and number requested by the Port Authority. The Lessee shall keep said drawings current during the term of the letting under the Lease as herein amended. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port

Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the Additional Premises are unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority.

(d) Except as set forth in subparagraph (e) of this paragraph, 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 subparagraph (c) of this paragraph, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions 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 work pursuant to subparagraph (c) of this paragraph, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's Construction Work the Lessee so desires to commence (each such portion of the Lessee's Construction Work 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 the Lessee's Construction Work (the final and complete plans, specifications, drawings, and data covering each such portion of the Lessee's Construction Work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's Construction Work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's Construction Work. 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 the Lessee's Construction Work 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 subparagraph, 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 subparagraph 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 the Lease as herein amended.

(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 Lessee's Construction Work 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 subparagraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to the Lessee's Construction Work.

(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 the Lessee's Construction Work. 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 the Lessee's Construction Work 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 subparagraph, 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 subparagraph 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, 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 subparagraph, 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 paragraph.

(g) Without limiting the generality of subparagraph (c) of this paragraph 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 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 the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the Additional Premises with respect to any improvements, fixtures or equipment constituting the Lessee's Construction Work until the Port Authority shall have notified the Lessee in writing that the Lessee's Construction Work has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in subparagraph (c) of this paragraph the provisions of this Agreement shall control.

(h) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely

responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the Additional Premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the Additional Premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems, improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the Additional Premises.

(i) 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 the work, and shall 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 Additional Premises or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

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

(i) Comprehensive 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 subparagraph (b) of this paragraph, 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.

(ii) Comprehensive 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.

(iii) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law. The Workers' Compensation Policy shall be specially endorsed to include Coverage - B under the Federal Employers' Liability Act.

(k) In addition to the insurance required pursuant to the provisions of subparagraph (j) of this paragraph, the Lessee shall procure or cause to be procured prior to the commencement of any 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 Additional 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 the Lessee's Construction Work.

(l) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in subparagraph (j) of this paragraph shall include the Port Authority as an additional insured, 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 (i) of subparagraph (j) of this paragraph. 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.

(m) Unless otherwise set forth herein, each policy of insurance described in subparagraphs (j) and (k) of this paragraph shall be subject to the applicable provisions of Section 15(e) of the Lease.

(n) Title to and property in all improvements and fixtures placed, constructed or installed in or on the Additional Premises, including all such improvements and fixtures as shall constitute 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 Additional Premises placed in or installed upon the Additional 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 the Lease as herein amended unless replaced with substantially similar property of equal or greater value. Without limiting any other term of the Lease as herein amended, and notwithstanding the foregoing provisions, upon notice given by the Port Authority either prior to or within sixty (60) days after expiration or earlier termination of the letting of the Additional Premises under the Lease as herein amended the Lessee shall remove from the Additional Premises any improvements, fixtures, trade fixtures, or equipment as the Port Authority may specify in its notice, and shall repair any damage to the Additional Premises caused by such removal.

(o) In the performance of the Lessee's Construction Work the Lessee shall not permit any situation or condition to continue 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 immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (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 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 reinstate the permission to the Lessee to perform the 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.

(p) In consideration of the performance by the Lessee of the Lessee's Construction Work in accordance with the provisions of this Agreement, the Port Authority will pay to the Lessee a sum (which sum is hereinafter called "the Construction Work reimbursement Amount") equal to the lesser of: (1) the reasonable cost, as hereinafter defined, of the Lessee's Construction Work, or (2) Five Hundred Thousand Dollars and No Cents (\$500,000.00). To the extent permitted by sound accounting practice, and subject to the terms and conditions of subparagraph (q) of this paragraph, the sum of the following items of cost incurred by the Lessee in performing the Lessee's Construction Work shall constitute the cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors;

(2) The Lessee's payments for supplies and materials;

(3) 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 construction, not including services of the types mentioned in items (4), (5) and (6) of this subparagraph;

(4) 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 subparagraphs (j) and (k) of this paragraph during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Lessee's Construction Work, and during the period of the construction only;

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

(7) The sum of the costs approved under items (4), (5) and (6) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) 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 Lessee's Construction Work for the purposes of this paragraph.

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 Lessee's Construction Work whether or not allocated to the cost of the Lessee's Construction 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 Lessee's Construction Work.

(q) Upon final completion of all of the Lessee's Construction Work to be performed by the Lessee as set forth in this paragraph, the Lessee shall submit to the Port Authority a certificate signed by a responsible officer of the Lessee certifying: (1) that all of the Lessee's Construction Work has been completed and was performed in accordance with the approved plans and specifications referred to in subparagraph (c) of this paragraph and the provisions of this Agreement; (2) the final cost of the Lessee's Construction Work and the total payments made by the Lessee on account of such cost; and (3) 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 any work described therein 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 Additional 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 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. 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 subparagraph (c) of this paragraph certifying that all of the Lessee's Construction Work 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. If all of the work has been completed in accordance with said approved plans and specifications and the provisions of this Agreement and the Lessee's certificate is fully satisfactory to the Port Authority, the Port Authority shall pay to the Lessee on account of the cost of the Lessee's Construction Work the Construction Work Reimbursement Amount. No payment made by the Port Authority to the Lessee pursuant to this subparagraph shall be deemed final until the cost of the Lessee's Construction Work has been finally determined by the Port Authority, nor shall any such payment be deemed a final determination by the Port Authority 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 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. In no event whatsoever shall the cost of any portion of the Lessee's Construction Work as finally determined and computed in accordance with the provisions of subparagraph (p) of this paragraph and in accordance with the provisions of this subparagraph include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and/or made to the Additional Premises nor shall cost include the costs of any equipment, fixture or improvements which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of the Lessee's Construction Work as finally determined shall be less than the amount of the payment previously made by the Port Authority to the Lessee on account of the cost the Lessee's Construction Work pursuant to this paragraph, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof; and if such cost shall be greater than the amount of such payment, the Lessee shall be entitled to a credit against the basic rental payable hereunder for the difference. No amount paid by the Port Authority to the Lessee pursuant to the provisions of this paragraph shall or shall be deemed to imply that the Lessee's Construction Work has been completed in accordance with law or the provisions of this Agreement.

(r) The Port Authority's entire obligation under the Lease as herein amended to make any payment to the Lessee on account of the Lessee's Construction Work shall be limited in amount to the Construction Work Reimbursement Amount. 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.

(s) 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 E, attached hereto and hereby made a part hereof. The provisions of Schedule E 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 E in all of its construction contracts so as to make the provisions and undertakings set forth in Schedule E 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 E 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 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 E annexed hereto to effectuate the goals of affirmative action, MBE, and WBE programs. The obligations imposed on the Lessee under this paragraph and Schedule E 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.

(t) 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;

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

10. In addition to all other rights under the Lease, the Port Authority and the Lessee shall each have the right to terminate the letting of the Additional Premises on sixty (60) days' prior written notice to the other party in the event that the Lessee's permanent intermodal rail facility shall become operational; provided, however, that any notice given by the Lessee in accordance with the provisions of this paragraph shall not be effective if the Lessee is under notice of default as to which any applicable period to cure has passed, or is under notice of termination, from the Port Authority, either on the date of the giving of said notice or on the intended effective date thereof. 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 the Additional Premises under the Lease as herein amended.

11. (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 the Lease as herein amended.

(b) The Lessee is not acquiring an ownership interest in the premises under the Lease as herein amended (which premises, as therein defined, are hereinafter in this paragraph referred to as "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation deductions or investment tax

credits, for which it may be eligible with respect to the Property, including without limitation the Lessee's Construction Work identified in subparagraph (a) of paragraph 9 hereof. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease as herein amended, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease as herein amended, 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 as herein amended.

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

(d) It is understood that the election set forth in subparagraph (b) of this paragraph 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 the Lease as herein amended which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Lease as herein amended and which shall be deemed to be and remain the property of the Lessee.

12. If the Port Authority shall not give possession of the Additional Premises on the date fixed in paragraph 1 hereof for the commencement of the term thereof, by reason of the fact that the Additional Premises or any part thereof are in the course of construction, repair, alteration or improvement or by reason of the fact that any 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 Additional Premises shall in any wise affect the validity of this Agreement or the Lease or the obligations of the Lessee hereunder or thereunder, nor shall the same be construed in any wise to extend the term of the letting of the Additional Premises beyond the date stated in paragraph 1 hereof for the expiration thereof. However, the Rental Commencement Date of November 1, 2001 set forth in paragraph 6(b)(1) hereof shall not commence until possession of the Additional Premises is tendered by the Port Authority to the Lessee and said Rental Commencement Date shall be postponed one day for each day past September 1, 2001 that the delivery of possession of the Additional Premises is delayed; 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 the date stated in paragraph 1 for the commencement of the term of the letting of the Additional Premises, then the contemplated letting of the Additional Premises shall be and be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on the contemplated letting of the Additional Premises, or a breach or alleged breach of any provision of this Agreement regarding the Additional Premises. Nothing contained in this paragraph shall affect in any way the letting under the Lease as herein amended of the premises other than the Additional Premises, the letting as to which shall continue in full force and effect notwithstanding any cancellation of the letting of the Additional Premises under this paragraph.

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

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

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

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

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

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

ATTEST:

Kenn Gustman
ACTING SECRETARY

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By *[Signature]*

RICHARD M. LARRABEE
(Title) **DIRECTOR, PORT COMMERCE DEPT.**
(Seal)

WITNESS:

R.D.L.

PORT NEWARK CONTAINER TERMINAL LLC

By *[Signature]*

THOMAS J. FIMMERS
(Title) **Manager**

| | |
|--------------------|--------------------|
| APPROVED: | |
| FORM | TERMS |
| <i>[Signature]</i> | <i>[Signature]</i> |

[Signature]

(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

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

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 or the Supplement, and which are deemed to be and remain the property of the Lessee.

WITNESS:

R.D.L.

PORT NEWARK CONTAINER TERMINAL LLC

By 
THOMAS J. SIMMERS
(Title) Manager

Dated: 6 September 2001

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 26, 2001, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),)

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. (a) The Lessee has previously made representations to the Port Authority in Section 48 of the Lease regarding the entities having direct or indirect beneficial ownership of the Lessee, which Section 48 imposes restrictions on the transfer of certain ownership interests of certain of the aforesaid entities such that such transfers are subject to the Lessee's obtaining the prior written approval of the Port Authority. One such restriction applies to any transfer of the five hundred (500) membership interests in the Lessee (constituting fifty percent (50%) of all of the membership interests in the Lessee) owned by P&O Nedlloyd B.V. (which corporation is hereinafter called "PONLBV" and its five hundred (500) membership interests are hereinafter collectively called "the Nedlloyd Membership Interest"), 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. The Lessee has requested that the Port Authority grant its approval to the transfer of the Nedlloyd Membership Interest to Farrell Lines Incorporated (hereinafter called "Farrell"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of

CONFORMED COPY

cmc

business at One Meadowlands Plaza, East Rutherford, New Jersey 07094. The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that the following two corporations have been formed for the purpose of effecting the transfer of the Nedlloyd Membership Interest from PONLBV to Farrell: (1) P&O Nedlloyd Container Terminals and Shipping B.V. (hereinafter called "Nedlloyd Container Terminals"), 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 wholly-owned subsidiary of PONLBV; and (2) P&O Nedlloyd Terminal Holdings, Inc. (hereinafter called "Nedlloyd Terminal Holdings"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at One Meadowlands Plaza, East Rutherford, New Jersey 07094, and which is a wholly-owned subsidiary of Nedlloyd Container Terminals. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that P&O Nedlloyd Limited (hereinafter called "Nedlloyd Limited"), a corporation organized and existing under the laws of England and having an office and place of business at One Meadowlands Plaza, East Rutherford, New Jersey 07094, has one hundred percent (100%) of the direct beneficial ownership of Farrell. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that the transfer of the Nedlloyd Membership Interest from PONLBV to Farrell will be effected as follows: (i) Nedlloyd Limited will transfer all of the issued and outstanding capital stock of Farrell to Nedlloyd Terminal Holdings, such that Farrell will be a wholly-owned subsidiary of Nedlloyd Terminal Holdings; (ii) PONLBV will thereafter cause the Nedlloyd Membership Interest to be contributed to Nedlloyd Container Terminals; (iii) Nedlloyd Container Terminals will thereafter cause the Nedlloyd Membership Interest to be contributed to Nedlloyd Terminal Holdings; and (iv) Nedlloyd Terminal Holdings will thereafter cause the Nedlloyd Membership Interest to be contributed to Farrell.

(b) Subject to the terms and conditions set forth below in this subparagraph and in subparagraph (c) of this paragraph, the Port Authority hereby grants its approval under Section 48 of the Lease to the transfer of the Nedlloyd Membership Interest from PONLBV to Farrell by means of the transactions described in subparagraph (a) of this paragraph. The Lessee agrees that from and after the effective date of said transfer of the Nedlloyd Membership Interest from PONLBV to Farrell, Section 48 of the Lease shall be and be deemed amended as follows: (1) Farrell shall be and be deemed substituted for PONLBV in paragraph (a)(1) of said Section 48 as the owner of

five hundred (500) of the membership interests in the Lessee; (2) Farrell shall be and be deemed substituted for PONLBV in paragraph (a)(3) of said Section 48 as one of the two entities subject to the restrictions on the transfer of membership interests in the Lessee, and all of said restrictions shall apply to Farrell as the direct owner of five hundred (500) membership interests in the Lessee; (3) the second sentence of paragraph (a)(4) of said Section 48 shall be and be deemed deleted therefrom and the following sentence shall be and be deemed substituted in lieu thereof: "The Lessee further represents and agrees for itself, PONL and Farrell, 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 and Farrell."; and (4) subdivision (ii) of paragraph (a)(6) of said Section 48 shall be and be deemed deleted therefrom and the following subdivision (ii) shall be and be deemed substituted in lieu thereof: "(ii) said acquiring corporation shall also acquire the direct or indirect beneficial ownership of one hundred percent (100%) of PONLBV and Farrell and said acquiring corporation shall continue the operation of the Shipping Business."

(c) The Lessee acknowledges and agrees that 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, is engaged in "the Shipping Business" as defined in Section 48(a)(2) of the Lease, and Farrell is not engaged in the Shipping Business for any purpose of said Section 48.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect, including without limitation all of the terms, provisions, covenants and conditions of Section 48 thereof.

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

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

in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

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

ATTEST:

Karen L. Eastman

Acting Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By *[Signature]*

(Title) **RICHARD M. LARRABEE**
DIRECTOR, PORT COMMERCE DEPT.
(Seal)

WITNESS:

[Signature]

PORT NEWARK CONTAINER TERMINAL LLC

By *[Signature]*

(Title) Manager

APPROVED:
FORM | TERMS
[Signature]

[Handwritten initials]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 15th day of January in the year 2002, 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.

DIRECTOR, PORT COMMERCE DEPT.

Linda C Handel

(notarial seal and stamp)

LINDA C HANDEL
My Commission Expires
January 3 2006
No. 01HA6035589

STATE OF *New Jersey*)
) ss.
COUNTY OF *Bergen*)

On the 21st day of Dec in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared **MICHAEL J. WHITE**, 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.

Kathleen Lovatt

(notarial seal and stamp)

KATHLEEN LOVATT
Notary Public of New Jersey
Commission Expires 6/29/2002

PORT NEWARK CONTAINER TERMINAL L.L.C.

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS IN LIEU OF A MEETING
Pursuant to Delaware General Corporation Law

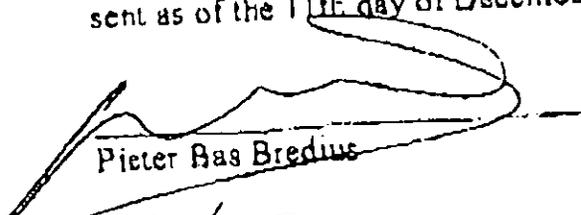
The undersigned, being all of the Managers of Port Newark Container Terminal L.L.C., a limited liability Delaware corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED, that the form, terms and transactions contemplated by Supplemental Agreement No. 2 to Lease Agreement between The Port Authority of New York and New Jersey and Port Newark Container Terminal L.L.C. dated as of December 1, 2000, covering premises at Port Newark, State of New Jersey, a copy of which Supplemental Agreement No. 2 has been attached to and made a part of this Consent, be, and it hereby is in all respects, authorized, approved, adopted and ratified; and be it further

RESOLVED, that the form, terms and transactions contemplated by the Novation and Amendment Agreement novating the membership interest of P&O Nedlloyd B. V. to its indirect wholly-owned subsidiary, Farrell Lines Incorporated, a copy of which has been attached hereto, be in all respects, authorized, approved, adopted and ratified.

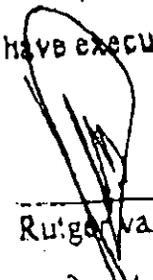
RESOLVED, that Michael J. White be, and he hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver Supplemental Agreement No. 2 and to take all such other actions as may be necessary, appropriate or advisable in connection with the said Supplemental Agreement No. 2 as such person executing the same deems necessary or appropriate, the execution and delivery thereof by such person constituting conclusive evidence of such person's authority so to do.

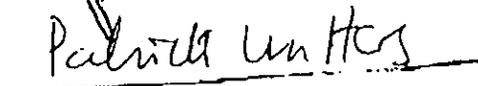
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 11th day of December, 2001.


Pieter Bas Bredius


Robert Scavone


Thomas J. Simmers


Rutger van Slobbe


Patrick Walters


Michael J. White

PORT NEWARK CONTAINER TERMINAL L.L.C.

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS IN LIEU OF A MEETING
Pursuant to Delaware General Corporation Law

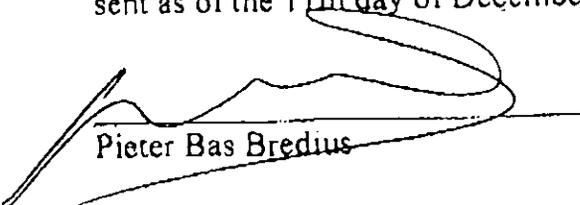
The undersigned, being all of the Managers of Port Newark Container Terminal L. L.C., a limited liability Delaware corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED, that the form, terms and transactions contemplated by Supplemental Agreement No. 2 to Lease Agreement between The Port Authority of New York and New Jersey and Port Newark Container Terminal L.L.C. dated as of December 1, 2000, covering premises at Port Newark, State of New Jersey, a copy of which Supplemental Agreement No. 2 has been attached to and made a part of this Consent, be, and it hereby is in all respects, authorized, approved, adopted and ratified; and be it further

RESOLVED, that the form, terms and transactions contemplated by the Novation and Amendment Agreement novating the membership interest of P&O Nedlloyd B. V. to its indirect wholly-owned subsidiary, Farrell Lines Incorporated, a copy of which has been attached hereto, be in all respects, authorized, approved, adopted and ratified.

RESOLVED, that Michael J. White be, and he hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver Supplemental Agreement No. 2 and to take all such other actions as may be necessary, appropriate or advisable in connection with the said Supplemental Agreement No. 2 as such person executing the same deems necessary or appropriate, the execution and delivery thereof by such person constituting conclusive evidence of such person's authority so to do.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 11th day of December, 2001.

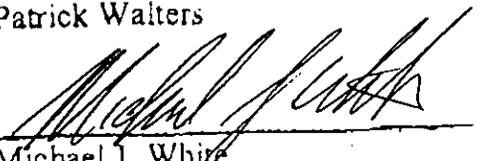

Pieter Bas Bredius


Rutger van Slobbe

Robert Scavone

Patrick Walters

Thomas J. Simmers


Michael J. White

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 25, 2002, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Subject to all of the provisions of this Agreement, the Port Authority and the Lessee agree that the Port Authority shall perform on behalf of the Lessee the "Specific Work Items", as that term is defined in Section 8(a)(1) of the Lease, described in subdivisions (viii) and (ix) of said Section 8(a)(1) respectively as "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 "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" (hereinafter collectively called "the Berths 57, 59 and 61 Dredging"). The Lessee acknowledges that "the Added Space", as that term is defined in Section 44 of the Lease, has not been added to the premises under the Lease and that as a result, and in accordance with the provisions of Section 8(a)(7) of the Lease, the Lessee does not have the right to perform the "Additional Specific Work Items", as that term is defined in said Section 8(a)(7), described in subdivisions (dd) and (ee) of said Section 8(a)(7) respectively as "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 "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" (hereinafter collectively called "the Berth 63 Dredging"). Notwithstanding the matters set forth in the immediately preceding sentence, the Lessee has requested that the Port Authority perform the Berth 63 Dredging on behalf of the Lessee, and the Port Authority and the Lessee agree that the Port Authority shall perform the Berth 63 Dredging in conjunction with the Berths 57, 59 and 61 Dredging (which two dredgings are hereinafter collectively called "the Fifty-two Foot Dredging"), subject to all of the terms and conditions of this Agreement including, without limitation, the payment by the Lessee of the cost of the Berth 63 Dredging as part of "the Port Authority's Costs of the Fifty-two Foot Dredging", as that term is defined in paragraph 3 hereof, in accordance with the provisions of said paragraph 3. The parties agree that this Agreement is being entered into solely for the purpose of facilitating the performance of certain of "the Lessee's Construction Work", as that term is defined in Section 8(a)(1) of the Lease, and except to the extent that any provision of this Agreement is specifically inconsistent with the provisions of the Lease, nothing contained in this Agreement shall increase, expand, alter, or limit any of the rights or obligations of either party as set forth in the Lease. Without limiting the generality of the provisions of the immediately preceding sentence, the parties agree that nothing contained in this Agreement shall create or be deemed to create any right on the part of the Lessee to have the Added Space added to the premises under the Lease as herein amended.

2. The Port Authority shall provide the Lessee with ten (10) days' prior written notice of the commencement of the Fifty-two Foot Dredging or any portion thereof, and if a portion thereof, a description of the berthing area to be dredged. Upon giving the aforesaid notice(s), and subject to the provisions of Section 36 of the Lease entitled "Force Majeure", the Port Authority shall proceed to deepen the berthing area to be dredged as specified in said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of fifty-two (52) feet below mean low water to such sloped depths as are deemed appropriate by the Port Authority, and which shall include normal overdraft amounts. 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. Notwithstanding the foregoing, any dredging required under this

Agreement 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. The Port Authority's obligation to perform the Fifty-two Foot Dredging shall be conditioned upon all necessary permits and governmental authorizations for said dredging having been obtained, including any such permits and governmental authorizations regarding the dredging, transportation or disposal of dredged material.

3. Upon completion of the Fifty-two Foot Dredging, the Port Authority shall by written certification notify the Lessee that the said dredging work has been completed and set forth the items of cost described below in this paragraph with respect to said work. Within sixty (60) days of its receipt of said certification, the Lessee shall pay to the Port Authority "the Port Authority's Costs of the Fifty-two Foot Dredging", as that term is hereinafter defined in this paragraph. "The Port Authority's Costs of the Fifty-two Foot Dredging" shall mean all payments by the Port Authority made on account of the performance by the Port Authority of the Fifty-two Foot Dredging, with said dredging to be calculated from the difference in bottom elevations as determined by pre-dredge soundings and the bottom elevations (including normal overdredge amounts) called for hereunder, and with such costs to include, but not be limited to, payments on account 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 (including any required testing) 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, with such direct staff costs to include, without limitation, planning and engineering work relating to the Fifty-two Foot Dredging.

4. The provisions of Sections 8(c), 8(e), and 8(o) of the Lease shall not be applicable to the Fifty-two Foot Dredging if performed under this Agreement.

5. Section 8(a)(3) of the Lease shall be amended as follows: in lieu of the Lessee's being entitled to receive the credit set forth therein commencing on 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 referred to in the eleventh through the thirteenth lines of said Section 8(a)(3), the Lessee shall be entitled to receive the credit set forth in said Section 8(a)(3) commencing on the first day of the

first full calendar month following the payment to the Port Authority by the Lessee of the Port Authority's Costs of the Fifty-two Foot Dredging in accordance with the provisions of paragraph 3 of this Agreement.

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

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

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

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

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

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

ATTEST:

Karen Casman
SECRETARY,

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By *[Signature]* RICHARD M. LARRABEE
(Title) DIRECTOR, PORT COMMERCE DEPT.
(Seal)

WITNESS:

Lidia Szkaprak

PORT NEWARK CONTAINER TERMINAL LLC

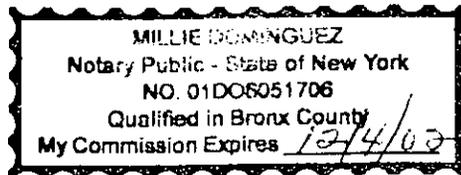
By *[Signature]*
(Title) Manager

APPROVED:
FORM *[Signature]* TERMS *[Signature]*
[Signature]

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 15th day of Nov. in the year 2002, 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. **DIRECTOR, PORT COMMERCE DEPT.**



Millie Dominguez
(notarial seal and stamp)

STATE OF NEW JERSEY)
) ss.
COUNTY OF Hudsonex)

On the 18th day of July in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared 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

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 3 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the performance of certain dredging activities required under the Lease, as more fully described in the Lease Supplement.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and officers of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or officer executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all such certificates, instruments, notices and documents to be executed and delivered in such form

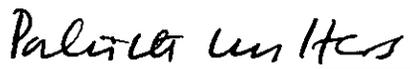
as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

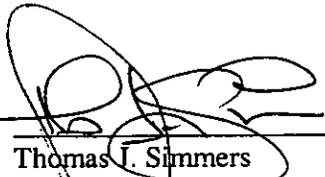
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 3rd day of June, 2002.



Rob Scavone

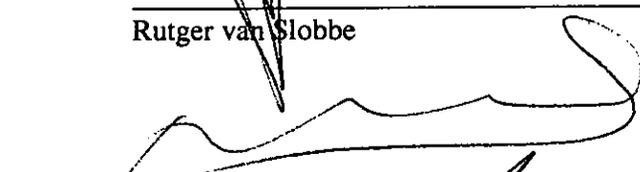


Patrick Walters

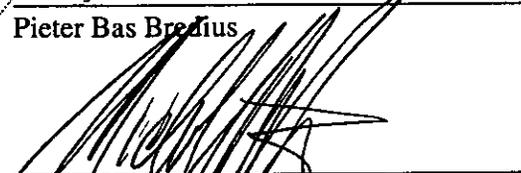


Thomas J. Simmers

Rutger van Slobbe



Pieter Bas Bredius



Michael White

Port Authority Lease No. L-PN-264
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made ab initio 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") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The addendum attached hereto and marked "Addendum No. 1 to Exhibit I to Lease No. L-PN-264 between The Port Authority of New York and New Jersey and Port Newark Container Terminal LLC" is hereby made a part of Exhibit I of the Lease as set forth in Section 9 of the Lease (which addendum is herein and in the Lease referred to as "Addendum I")

2. The paragraph constituting Section 44 of the Lease, commencing with the phrase, "Subject to the provisions" and ending with the phrase, "Section 9 hereof" is hereby deleted in its entirety from the Lease ab initio as of the 1st day of December 2000 and the following paragraphs (a) through (f) shall be deemed to have been inserted ab initio as of the 1st day of December, 2000 in lieu thereof to read as follows:

"(a) The following terms when used in this Agreement shall have the respective meanings given below:

(1) 'Added Environmental Survey' shall mean Addendum I attached to Supplement No 4 of the Lease, as amended.

(2) 'Added Space' shall collectively mean the open area shown in stipple and the water area shown in honeycomb on Exhibit A, Sheet 4 of the Lease.

(3) 'Effective Date' shall mean June 1st, 2002.

(b) Effective at 12:01 o'clock A.M. on the Effective Date, in addition to the premises heretofore let to the Lessee under the Lease, the letting of which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority upon all the terms, provisions, covenants and conditions of the Lease, as amended, the Added Space at Port Newark in the City of Newark, in the County of Essex and State of New Jersey, 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 Added Space and all of the foregoing buildings, structures, fixtures, improvements, and other property, if any, of the Port Authority being herein collectively called the "Added Premises"), all of the Added Premises to be and become a part of the premises let under the Lease subject to all the terms, provisions, covenants and conditions of the Lease, as amended.

(c) 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 of this Agreement.

(d) Effective as of the Effective Date, the Lessee shall pay an annual basic rental to the Port Authority for the Added Premises (which basic rental is herein called the 'Added Premises Basic Rental') throughout the remainder of the term of the letting as follows:

(i) during the period from the Effective Date through November 30, 2002, the Added Premises Basic Rental shall be in the amount of One Hundred Fifty-one Thousand Three Hundred Fifty-seven Dollars and Fifty Cents (\$151,357.50) per annum and shall be payable in advance in equal monthly installments of Twelve Thousand Six Hundred Thirteen Dollars and Thirteen Cents (\$12, 613.13) on the first day of each calendar month thereafter occurring during such period; and

(ii) during the period from December 1, 2002 through November 30, 2030, the Added Premises Basic Rental shall be in the amount of Two Hundred One Thousand Eight Hundred Ten Dollars and No Cents (\$201,810.00) per annum and shall be payable in advance in equal monthly installments of Sixteen Thousand Eight Hundred Seventeen Dollars and Fifty Cents (\$16,817.50) on the first day of each calendar month thereafter occurring during such period, as the same shall be adjusted in accordance with the provisions of paragraph (e) of this Section

(e) The Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section, as the same may have been most recently adjusted in accordance with this paragraph (e), shall be adjusted during the term of the letting in accordance with the provisions of this paragraph (e).

(1) As used in this paragraph (e):

(i) '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.

(ii) 'Added Premises Basic Rental 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.

(iii) 'Added Premises Basic Rental 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.

(iv) 'Added Premises Basic Rental Adjustment 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.

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

(2) Commencing on each Added Premises Basic Rental Adjustment Date and for the period commencing with such Added Premises Basic Rental Adjustment Date and continuing through to the day preceding the next Added Premises Basic Rental Adjustment 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 Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section the Lessee shall pay a Added Premises Basic Rental at a rate per annum equal to the greater of:

(i) the sum obtained by adding to the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment 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 Added Premises Basic Rental by one hundred percent (100%) of the Added Premises Basic Rental Percentage Increase for such Added Premises Basic Rental Adjustment Date; provided, however, that for purposes of the calculation of the Added Premises Basic Rental payable for the one-year period commencing on December 1, 2002, the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date shall be deemed to be set forth in paragraph (e)(ii) of this Section; or

(ii) the product obtained by multiplying the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment 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 Added Premises Basic Rental payable for the one-year period commencing on December 1, 2002, the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date shall be deemed to be the Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section

(3) Notwithstanding any other provision of this Agreement, the Added Premises Basic Rental that shall be payable pursuant to paragraph (d)(ii) of this Section and this paragraph (e) commencing with each Added Premises Basic Rental Adjustment Date and continuing through to the day preceding the following Added Premises Basic Rental Adjustment 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 Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment 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 Added Premises Basic Rental payable for the one-year period commencing on December 1, 2002, the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date shall be deemed to be the Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section. For example, if the Added Premises Basic Rental Percentage Increase for the calendar month of November, 2002 is shown to be three percent (3%) then the Added Premises Basic Rental payable under paragraph (d)(ii) of this Section and this paragraph (e) for the one-year period commencing December 1, 2002 shall be \$201,810.00 plus three percent (3%) thereof or \$207,864.30, but if (1) said increase is shown to be two percent (2%) or less then the Added Premises Basic Rental for that one-year period shall be \$206,855.25, 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 \$209,882.40.

(4) 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 Added Premises 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.

(5) If after an adjustment in Added Premises 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 Added Premises Basic Rental due for such period as recomputed over amounts theretofore actually paid on account of the Added Premises Basic Rental for such period. If such change or adjustment results in a reduction in the Added Premises Basic Rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the Added Premises Basic Rental as recomputed for that period and amounts of Added Premises Basic Rental actually paid.

(6) If any adjustment of Added Premises Basic Rental referred to in this paragraph (e) 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 Added Premises Basic Rental equal to 1/12th of the increment of annual Added Premises 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.

(f) The Lessee acknowledges that is 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 Added Premises or the suitability thereof for the operations permitted on the Added Premises by this Agreement. The Port Authority shall deliver the Added Premises in its presently existing 'as is' condition. The Lessee, prior to the execution of Supplement No. 4 to the Lease, thoroughly examined the Added 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. The Lessee agrees to and shall take the Added 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 Added Premises for the Lessee's use. 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 Added 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."

3. Effective as of the Effective Date, subparagraph (a)(29) of Section 9 of the Lease shall be deemed amended by redesignating clause (iv) of said subparagraph (a)(29) as clause "(v)" and by inserting the following new clause (iv) immediately after clause (iii) thereof to read as follows:

"(iv) the area within a radius of one hundred (100) feet from Soil Boring MW-1 as identified in the Initial Environmental Survey, "

4. It is recognized that the RAW contained tests results for certain Analyzed Items for monitoring wells MW-5 and MW-11 identified in the Initial Environmental Survey which were different than the test results set forth in the Initial Environmental Survey. It is hereby agreed that the test results set forth in the exhibit attached hereto, hereby made a part

hereof and marked "Exhibit I-A" and entitled "Addendum No. I to Initial Environmental Survey" shall be and become a part of the Initial Environmental Survey and the ground water test results for each of the Analyzed Items set forth in Exhibit I-A attached hereto shall with respect to monitoring wells MW-5 and MW-11 replace the tests results for such Analyzed Items set forth in the Initial Environmental Survey attached to the Lease when it was executed, provided, however, in making any determination of the concentration of arsenic in the ground water at the locations of MW-5 and MW-11, the ground water at the locations of MW-5 and MW-11 shall be sampled and analyzed using the United States Environmental Protection Agency low-flow sampling methods to minimize turbidity.

5. Without waiving any rights or remedies of the Port Authority or any obligations of the Lessee under the Lease as herein amended, including without limitation paragraph (n) of Section 9 of the Lease, as herein amended, the Lessee agrees that it shall promptly locate, overdrill and decommission at its sole cost and expense and in accordance with all Environmental Requirements, including without limitation NJAC7:9-9.1, the wells located on the premises that were installed as part of the Initial Environmental Survey. Without limiting the generality of the foregoing, a Well Abandonment Report is to be completed for each well and signed by the certified well sealer performing the work. If during the overdrilling, the well cannot be found, the certified well sealer must indicate in the Well Abandonment Report that every effort has been made to locate the well and provide an explanation as to why the well cannot be located. Photo documentation showing the overdrilling at the location of the former well is to be performed. All Well Abandonment Reports, including photo documentation, is to be provided to the Manager of the Facility.

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

7. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in

writing in the Lease or in this Agreement.

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

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

[Handwritten Signature]

(Secretary)

By *[Handwritten Signature]*

(Title) RICHARD M. LARRABEE
DIRECTOR, PORT COMMERCE DEPT.
(Seal)

WITNESS:

PORT NEWARK CONTAINER
TERMINAL LLC

[Handwritten Signature]

(Secretary)

By *[Handwritten Signature]*

(Title) DONALD P. HAMM
President MANAGER
(Seal)

[Handwritten Signature]
JOAnn A. McAloer
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/16/2007

[Handwritten Signature]
Gary Willmot
Manager

[Handwritten Signature]

APPROVED:
FORM | TERMS
[Handwritten initials] *[Handwritten initials]*

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 5th day of October in the year 2004, before me, the **RICHARD M. LARRABEE**
undersigned, a Notary Public in and for said state, personally appeared **DIRECTOR, PORT COMMERCE DEPT.**
, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her capacity, and that by his/her signature on the instrument,
the individual, or the person upon behalf of which the individual acted, executed the
instrument.

Marie M. Edwards
(notarial seal and stamp)

FOR THE LESSEE

Marie M. Edwards
Notary Public, State of New York
No. 01ED4959693
Qualified in Kings County
Commission Expires Jan 6, 2006

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

On the 5th day of October in the year 2004, before me, the
undersigned, a Notary Public in and for said state, personally appeared GARY WILLMOT
, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her capacity, and that by his/her signature on the instrument,
the individual, or the person upon behalf of which the individual acted, executed the
instrument.

Antonia M. Cronin
ANTONIA M. CRONIN (notarial seal and stamp)
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 7, 2007
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 7, 2007

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(notarial seal and stamp)

FOR THE LESSEE

STATE OF *NEW JERSEY*)
)ss.
COUNTY OF *ESSEX*)

On the *1ST* day of *OCTOBER* in the year *200⁴3*, before me, the undersigned, a Notary Public in and for said state, personally appeared *DONALD P. HAMM*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Andrea Goc

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/07

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 4 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the addition of a three-acre area to the Lease (the "Added Space"), as such Added Space is more fully depicted on Exhibit A, Sheet 4 of the Lease.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and officers of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or officer executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers; and it is further

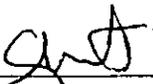
RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all such certificates, instruments, notices and documents to be executed and delivered in such form

MS @ JM MW
TJB LC

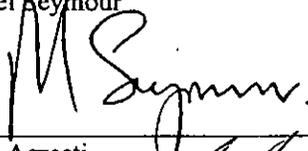
as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

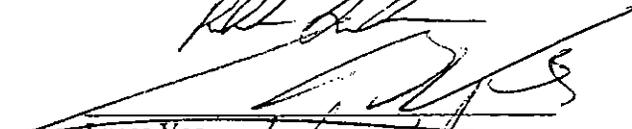
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this ____ day of November, 2003.



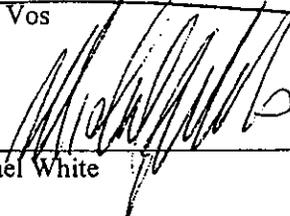
Gary Willmot

Michael Seymour


Robert Agresti

Lucas Vos



Michael White



Tom Boardley

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
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RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or officer executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers; and it is further

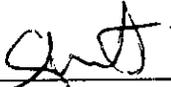
RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all such certificates, instruments, notices and documents to be executed and delivered in such form

MS @ *SM* *MMW*

as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

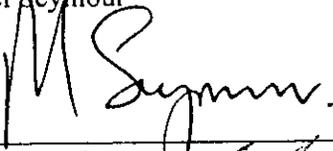
The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this ____ day of November, 2003.

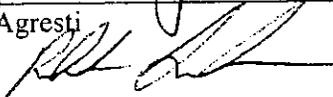


Gary Willmot

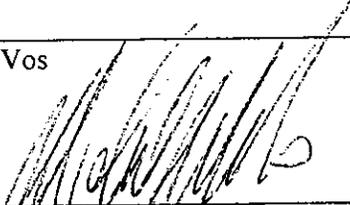
Michael Seymour



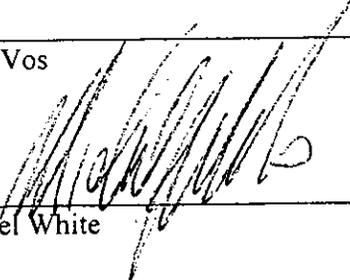
Robert Agresti



Lucas Vos



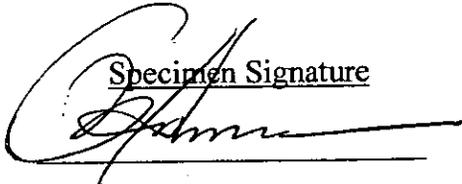
Michael White



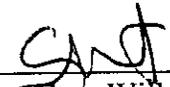
PORT NEWARK CONTAINER TERMINAL, L.L.C.

CERTIFICATE OF MANAGER

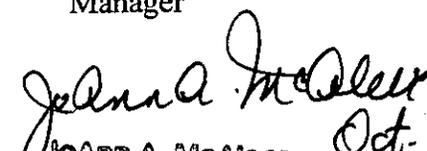
For purposes of reliance by The Port Authority of New York & New Jersey (the "Port Authority") in connection with supplement nos. 4 and 5 (collectively, the "Lease Supplements") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) between the Port Authority and Port Newark Container Terminal, L.L.C., a Delaware limited liability company (the "Company"), the undersigned hereby certifies that he is a manager of the Company, and further certifies that Don Hamm, whose specimen signature appears below, is the duly appointed President of the Company and that he is authorized to execute and deliver each of the Lease Supplements on behalf of the Company.

| <u>Name</u> | <u>Title</u> | <u>Specimen Signature</u> |
|-------------|--------------|---|
| Don Hamm | President |  |

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 29th day of September, 2004.



Gary Willmot
Manager


JoAnn A. McAleer
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/16/2007
Oct. 1, 2004

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made *ab initio* as of the first day of October, 2002, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (the said agreement of lease, as it has heretofore been amended, modified and supplemented, being hereinafter called the "Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to add to the premises under the Lease and to amend the Lease in certain other respects;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting of which shall continue in full force and effect upon all the terms, provisions, covenants and conditions of the Lease, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority at Port Newark (hereinafter called the "Facility") in the City of Newark, in the County of Essex and State of New Jersey, the space shown in diagonal cross hatching outlined by the points numbered 1 through 6 on the sketch annexed hereto, marked "Exhibit A-1a" and hereby made a part hereof, together with all the buildings, structures, fixtures, improvements, additions, facilities and other property, if any, of the Port Authority located or to be located or constructed therein or thereon (the said space and all of the foregoing buildings, structures, fixtures, improvements, additions, facilities and other property, if any, of the Port Authority being hereinafter sometimes collectively called "Area A1A"), all of Area A1A to be and become a part of the premises under the Lease from and after October 8, 2002 (said date being hereinafter called the "Area A1A Commencement Date"), at 12:01 o'clock A.M. and continuing through the expiration or earlier termination of the Lease.

2. The Lessee shall use Area A1A for the purposes set forth in the Section of the Lease entitled "*Rights of User*" and for no other purpose whatsoever.

CONFORMED COPY

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3. (a) The Lessee shall pay to the Port Authority a basic rental for Area A1A (the "A1A Basic Rental") as follows:

(1) For the period from the Area A1A Commencement Date through November 30, 2004, at the annual rate of Two Hundred Forty-four Thousand Two Hundred Eighty-seven Dollars and Eighty-four Cents (\$244,287.84) payable in advance in equal monthly installments of Twenty Thousand Three Hundred Fifty-seven Dollars and Thirty-two Cents (\$20,357.32) on the Area A1A Rent Commencement Date, as defined in paragraph (b) of this Section, and on the first day of each calendar month thereafter through November 30, 2004;

(2) For the period from December 1, 2004, through November 30, 2005, at the annual rate of Seven Hundred Thirty-two Thousand Eight Hundred Sixty-three Dollars and Twenty-eight Cents (\$732,863.28) payable in advance in equal monthly installments of Sixty-one Thousand Seventy-one Dollars and Ninety-four Cents (\$61,071.94) on said December 1, 2004, and on the first day of each calendar month thereafter through November 30, 2005;

(3) For the period from December 1, 2005, through November 30, 2010, at the annual rate of Nine Hundred Seventy-seven Thousand One Hundred Fifty-one Dollars and No Cents (\$977,151.00) payable in advance in equal monthly installments of Eighty-one Thousand Four Hundred Twenty-nine Dollars and Twenty-five Cents (\$81,429.25) on said December 1, 2005, and on the first day of each calendar month thereafter through November 30, 2010, as the same shall be adjusted in accordance with the provisions of Section 4 of this Agreement; and

(4) For the period from December 1, 2010, throughout the balance of the term of the letting under the Lease, at an annual rate equal to the product obtained by multiplying (i) the adjusted annual basic rental for all of the premises shown on Sheets 1, 2, 3 and 4 of Exhibit A attached to the Lease pursuant to the provisions of Sections 3 and 4 of the Lease and paragraphs (d) and (e) of Section 2 of Supplement No. 4 thereto for the one-year period commencing on December 1, 2009, and ending on November 30, 2010, by (ii) a factor of Nine and Three Hundred Fourteen Thousandths Percent (.09314), subject to adjustment as set forth in the following sentences, payable in advance in equal monthly installments of one-twelfth of said annual amount on said December 1, 2010, and on the first day of each calendar month thereafter throughout the balance of the term of the letting under the Lease, as the same shall be adjusted in accordance with the provisions of Section 4 of this Agreement. The factor set forth in clause (ii) of this subparagraph (4) is the ratio of 653,858.4, being the size of Area A1A in rentable square feet, divided by 7,020,129.6, being the size in rentable square feet of the portions of the premises shown on Sheets 1, 2, 3, and 4 of Exhibit A attached to the Lease, in each case as of the effective date of this Agreement. In the event that a part of the portions of the premises shown on said sheets or a portion of Area A1A shall be surrendered to the Port Authority pursuant to written agreement with the Lessee or

additional areas at the facility shall be let to the Lessee at the same rate, and adjusted on the same basis, as set forth in Sections 3 and 4 of the Lease and paragraphs (d) and (e) of Section 2 of Supplement No. 4 thereto with respect to the portions of the premises shown on said sheets, then, in such event, the factor set forth in said clause (ii) shall be recomputed by dividing (W) the rentable square footage in Area A1A, as set forth above or, if a portion of Area A1A has been surrendered, as may be set forth in the agreement providing for such surrender, by (X) the rentable square footage in the continuing portions of the premises shown on said sheets, as set forth above, or if a part of the portions of the premises shown on said sheets has been surrendered to the Port Authority or additional areas at the facility shall be let to the Lessee at the rate set forth in said Sections of the Lease and Supplement No. 4 thereto, as set forth in the surrender agreement or the supplemental or other agreement providing for such surrender or for the letting of such additional area or areas at the facility, and rounding the result at five decimal places. In the further event that such agreement or agreements reducing the size of Area A1A or reducing or enlarging the portions of the premises let to the Lessee at the rates set forth in Sections 3 and 4 of the Lease and paragraphs (d) and (e) of Section 2 of Supplement No. 4 thereto do not set forth the size in rentable square feet of the areas surrendered or added, do not set forth the resulting size of Area A1A or of the portions of the premises let to the Lessee at such rates, and do not amend this subparagraph (4) to adjust the factor set forth in said clause (ii), or in the event that a part of Area A1A or of such portions of the premises shall be taken by condemnation or required by the Port Authority to comply with governmental requirements as provided in Section 19 of the Lease, then, in either event, the parties, acting in good faith, shall by agreement between them make such adjustment to said factor as they shall deem proper, prior to computing the basic rental for Area A1A for the one-year period commencing on December 1, 2009, and ending on November 30, 2010, as the same shall be adjusted in accordance with the provisions of Section 4 of this Agreement.

(b) For the purposes of this Agreement the term "Area A1A Rent Commencement Date" shall mean December 1, 2003.

4. The Area A1A Basic Rental set forth in subparagraphs (3) and (4) of paragraph (a) of Section 3 of this Agreement, as the same may have been most recently adjusted in accordance with this Section 4, shall be adjusted during the term of the letting in accordance with the provisions of this Section 4.

(a) As used in 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) "Area A1A Basic Rental Base Period" shall mean, as the context requires, the calendar month of November 2004 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) "Area A1A Basic Rental Adjustment Period" shall mean, as the context requires, the calendar month of November 2005 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) "Area A1A Basic Rental Adjustment Date" shall mean, as the context requires, December 1, 2005, and each anniversary of such date which thereafter occurs during the term of the letting under this Agreement.

(5) "Area A1A Basic Rental Percentage Increase" shall mean the percentage of increase in the Index on each Area A1A Basic Rental Adjustment Date equal to a fraction, the numerator of which shall be the Index for Area A1A Basic Rental Adjustment Period immediately preceding such Area A1A Basic Rental Adjustment Date less the Index for Area A1A Basic Rental Base Period preceding such Area A1A Basic Rental Adjustment Period by one year and the denominator of which shall be the Index for Area A1A Basic Rental Base Period preceding such Area A1A Basic Rental Adjustment Period by one year.

(b) Commencing on each Area A1A Basic Rental Adjustment Date and for the period commencing with such Area A1A Basic Rental Adjustment Date and continuing through to the day preceding the next Area A1A Basic Rental Adjustment 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 Area A1A Basic Rental set forth in subparagraphs (3) and (4) of paragraph (a) of this Section 3 of this Agreement the Lessee shall pay an Area A1A Basic Rental at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment 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 Area A1A Basic Rental by one hundred percent (100%) of the Area A1A Basic Rental Percentage Increase for such Area A1A Basic Rental Adjustment Date; *provided, however*, that for purposes of the calculation of the Area A1A Basic Rental payable for the one-year periods commencing on December 1, 2005, and December 1, 2010, the Area A1A Basic Rentals payable immediately prior to such Area A1A Basic Rental Adjustment Date shall be deemed to be the annual amounts set forth in subparagraphs (3) and (4), respectively, of paragraph (a) of Section 3 of this Agreement; or

(2) the product obtained by multiplying the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment 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 tenths percent (102.5%); *provided, however*, that for purposes of the calculation of Area A1A Basic Rental payable for the one-year periods commencing on December 1, 2005, and December 1, 2010, the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date shall be deemed to be the annual amounts set forth in subparagraphs (3) and (4), respectively, of paragraph (a) of Section 3 of this Agreement.

(c) Notwithstanding any other provision of this Agreement, the Area A1A Basic Rental that shall be payable pursuant to subparagraphs (3) and (4) of paragraph (a) of Section 3 of this Agreement and this Section commencing with each Area A1A Basic Rental Adjustment Date and continuing through to the day preceding the following Area A1A Basic Rental Adjustment 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 Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment 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 Area A1A Basic Rental payable for the one-year periods commencing on December 1, 2005, and December 1, 2010, the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date shall be deemed to be the annual amounts set forth in subparagraphs (3) and (4), respectively, of paragraph (a) of Section 3 of this Agreement. For example, if the Area A1A Basic Rental Percentage Increase for the calendar month of November, 2005, is shown to be three percent (3%) then the Area A1A Basic Rental payable under subparagraph (3) of paragraph (a) of Section 3 of this Agreement and this Section for the one-year period commencing December 1, 2005, shall be Nine Hundred Seventy-seven Thousand One Hundred Fifty-one Dollars and No Cents (\$977,151.00) plus three percent (3%) thereof or One Million Six Hundred Thousand Four Hundred Sixty-five Dollars and Fifty-three Cents (\$1,006,465.53), but if (1) said increase is shown to be two and four tenths percent (2.4%) or less then the Area A1A Basic Rental for that one-year period shall be One Million One Hundred Thousand Five Hundred Seventy-nine Dollars and Seventy-eight Cents (\$1,001,579.78), 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 One Million Sixteen Hundred Thousand Two Hundred Thirty-seven Dollars and Four Cents (\$1,016,237.04).

(d) 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 Area A1A 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.

(e) If after an adjustment in Area A1A 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 Area A1A Basic Rental due for such period as recomputed over amounts theretofore actually paid on account of Area A1A Basic Rental for such period. If such change or adjustment results in a reduction in Area A1A Basic Rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between Area A1A Basic Rental as recomputed for that period and amounts of Area A1A Basic Rental actually paid.

(f) If any adjustment of Area A1A Basic Rental referred to in 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 the rental adjustment an installment of Area A1A Basic Rental equal to 1/12th of the increment of the annual Area A1A 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.

5. (a) Effective as of the date of the Lease, Section 45 of the Lease shall be deleted in its entirety and shall be of no force or effect.

(b) Effective as of the date of the Lease, the words and figure, "Two Million Dollars and No Cents (\$2,000,000.00)", set forth in the seventeenth and eighteenth lines of Section 8B of the Lease shall be deemed deleted and the words and figure, "Three Million Eight Hundred Thousand Dollars and No Cents (\$3,800,000.00)", shall be deemed inserted in lieu thereof, and for all the purposes of the Lease the term "Wharf Rehabilitation Reimbursement Amount" shall mean up to Three Million Eight Hundred Thousand Dollars and No Cents (\$3,800,000.00).

(c) Effective as of the date of Supplement No. 1 to the Lease, paragraph (b) of Section 6 of said Supplement No. 1 shall be deemed deleted and the following shall be deemed inserted in lieu thereof:

"(b) 'Rental Commencement Date' shall mean October 1, 2002."

(d) Effective as of the date of Supplement No. 1 to the Lease, Section 12 of said Supplement No. 1 shall be deemed deleted in its entirety.

(e) Effective as of the date of Supplement No.1 to the Lease, the words and figure, "Five Hundred Thousand Dollars and No Cents (\$500,000.00)", set forth in the eighth and ninth lines of paragraph (p) of Section 9 of said Supplement No.1 shall be deemed deleted and the words and figure, "Nine Hundred Seventy Thousand Dollars and No Cents (\$970,000.00)", shall be deemed inserted in lieu thereof, and for all the purposes of said Supplement No. 1 the term "Construction Work Reimbursement Amount" shall mean the lesser of (1) the reasonable cost, as defined in said Supplement No.1, of the Lessee's Construction Work (as also defined therein), or (2) Nine Hundred Seventy Thousand Dollars and No Cents (\$970,000.00).

(f) Effective as of January 1, 2004, (1) paragraphs (b), (c) and (d) of Section 41 of the Lease entitled "*Terminal Guarantee*" shall be deemed deleted and Addendum A attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof; (2) paragraphs (f) and (g) of said Section 41 shall be deemed deleted and Addendum B attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof; and (3) Schedule D and Schedule E attached to the Lease shall be deemed deleted and Schedule D and Schedule E attached to this Agreement and incorporated by reference herein shall be deemed substituted therefor. From and after January 1, 2004, the Lessee shall pay the Guaranteed Rental, as defined in the Lease as amended hereby, in accordance with the provisions of said Section 41 as so amended.

(g) On or before December 31, 2005, the Lessee shall purchase not less than four (4) straddle container carriers for use at the premises under the Lease, as amended hereby, which straddle carriers shall have an aggregate cost of not less than three million dollars and no cents (\$3,000,000.00) and the Lessee shall supply to the Port Authority evidence satisfactory to it of such purchase and of the location of such straddle carriers.

6. (a) 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 Area A1A or the suitability thereof for the operations permitted on Area A1A by this Agreement. The Port Authority shall deliver Area A1A in its presently existing "as is" condition. The Lessee, prior to the execution of this Agreement, thoroughly examined Area A1A as existing and has found the same to be suitable and satisfactory for the operations of the Lessee contemplated and permitted under this Agreement. The Lessee agrees to and shall take Area A1A in its "as is" condition and, except as expressly provided in Section 7 of this Agreement with respect to the Remediation Work (as defined in paragraph (a) of Section 7 of this Agreement), the Port Authority shall have no obligations under this Agreement for finishing work or preparation of any portion of Area A1A for the Lessee's use. The Lessee agrees that no portion of Area A1A 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.

(b) The Lessee agrees to perform at its sole cost and expense, except as provided in paragraphs (c), (d) and (e) of this Section, all demolition work and all construction and installation work that it may require to prepare Area A1A for its use, including without limitation thereto all work necessary to prepare Area A1A for the Lessee's container operations (hereinafter sometimes called the "Area A1A Construction Work"), pursuant to the applicable provisions of the Lease, including without limitation Sections 8 and 20 thereof entitled "*Construction by the Lessee*", excluding paragraphs (a) and (o) of said Section 8, and for the purpose of said provisions, the term "the Lessee's Construction Work" shall be deemed to include the Area A1A Construction Work and the term "Specific Work Items" shall be deemed to include each of the individual items of work set forth in subparagraphs (1) through (4) of this paragraph. The Lessee will perform the Area A1A Construction work in compliance with the requirements of such Lease provisions, including without limitation thereto the requirement that all Area A1A Construction work be performed in accordance with a Construction Application and plans and specification approved by the Port Authority and, in the case of all Area A1A Construction Work performed subsequent to November 20, 2003, in accordance with the requirements of the plans and certifications enumerated on Exhibit S, attached hereto and hereby made a part hereof, which plans and certifications, prior to the commencement of such Area A1A Construction Work, shall be delivered to the Port Authority and shall be acceptable to and approved by the Port Authority in its sole discretion. The Lessee shall perform the following items of construction work as part of the Area A1A Construction Work:

(1) the paving of the entire open area of Area A1A in a manner suitable for the Lessee's container operations, including the installation of any necessary lighting towers, lighting fixtures and related underground electrical, storm drain and water utility pipes, conduits, mains and wires, the excavation of all geotechnically unsuitable material, the screening of large debris from such material, the reuse of a portion of such material as a base for the new pavement and the disposal of the remaining material excavated or removed from Area A1A in connection with such paving, but excluding any material excavated, removed and disposed of as part of the Remediation Work (such paving, installation, screening, reuse and disposal being hereinafter called the "Paving Work");

(2) the installation of approximately two thousand three hundred (2,300) feet of twelve inch (12") water main on the premises under the Lease, as amended hereby, near Starboard Street and the disposal of any material excavated or removed from Area A1A in connection with such installation (hereinafter called the "Water Main Work");

(3) the demolition of the building numbered 186 at the northwest corner of the premises under the Lease, shown on Sheets 1 and 2 of Exhibit A attached to the Lease (hereinafter called the "Demolition Work"); and

(4) the performance by the Lessee of that portion of the Remediation Work which the Port Authority shall designate by notice to the Lessee as set forth in subparagraph (2) of paragraph (a) of Section 7 of this Agreement.

(c) (1) In consideration of the Lessee's performance of the Area A1A Construction Work, the Port Authority will pay to the Lessee the following amounts:

(i) the lesser of (X) the cost (as defined in paragraph (e) of this Section) of the Paving Work, or (Y) Nineteen Million Six Hundred Thousand Dollars and No Cents (\$19,600,000.00) (such lesser amount being hereinafter called the "Paving Reimbursement Amount"); and

(ii) the lesser of (X) the cost (as defined in said paragraph (e)) of the Water Main Work and the Demolition Work, or (Y) Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) (such lesser amount being hereinafter called the "Additional Reimbursement Amount").

(2) In consideration of the Lessee's performance of the Remediation Work, if the Port Authority shall request the Lessee to perform all or a part of the Remediation Work, the Port Authority will pay to the Lessee the lesser of (i) the cost (as defined in paragraph (e) of this Section) of the Remediation Work, or (ii) an amount equal to the excess of Four Hundred Thousand Dollars and No Cents (\$400,000.00) over the amount expended by the Port Authority on the investigation and remediation of the High TPH Areas (as defined in Section 7 of this Agreement) prior to the performance by the Lessee of its portion of the Remediation Work, including without limitation thereto amounts expended by the Port Authority on its portion of the Remediation Work, *provided*, that the cost of the Remediation Work performed by the Port Authority shall not include any costs incurred prior to the date of this Agreement. Such lesser amount is hereinafter called the "Remediation Reimbursement Amount". The Port Authority will notify the Lessee of the available amount described in clause (ii) of this subparagraph at the time the Port Authority requests the Lessee to perform a portion of the Remediation Work and will notify the Lessee of the Port Authority's good faith estimate of the cost of performing such portion of the Remediation Work; in the event that the aggregate of the Lessee's contractors' bids for performing such portion of the Remediation Work, obtained as required by subparagraph (2) of paragraph (a) of Section 7 of this Agreement, exceed the available amount described in said clause (ii), the Port Authority will adjust the portion of the Remediation Work to be performed by the Lessee so that the aggregate of such contractor bids does not exceed such available amount. The Lessee shall not be required to perform any portion of the Remediation Work which portion, if performed, would result in the cost of such Remediation Work exceeding the available amount described in clause (ii) of this subparagraph; in making

such determination, the rendered bills shall be used to determine the cost of work already performed and contractor's bids shall be used to determine the cost of work not yet performed.

(d) The amounts set forth in paragraph (c) of this Section will be paid to the Lessee as follows: On or about the 10th day of the calendar month following the calendar month in which the Lessee commences the Paving Work, the Water Main Work, the Demolition Work or the Remediation Work, as the case may be, in the premises pursuant to the provisions of this Section and on the 10th day of each calendar month thereafter during the period of performance of such work, the Lessee shall deliver a certificate to the Port Authority signed by a responsible officer of the Lessee familiar with the subject matter which shall certify as follows:

(1) the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, performed by the Lessee in the preceding calendar month separately stating the cost, as defined in this Section, for which reimbursement is sought, of performing each of the Paving Work, Water Main Work, Demolition Work and Remediation Work, as the case may be, described in the certificate, the amount of the cost of each type of work which is on that date due and payable by the Lessee and the amount of such cost which on that date has actually been paid by the Lessee;

(2) except in the case of the first such certificate delivered to the Port Authority, the cumulative amount of the cost of performing each of the Paving Work, Water Main Work, Demolition Work and Remediation Work, as the case may be, paid by the Lessee from the commencement of the Area A1A Construction Work or the Remediation Work, as the case may be, to the date of the certificate and the cumulative amount of all payments made by the Lessee which are properly includible in the cost of performing each of such types of Work, from the commencement of such work to the date of the certificate;

(3) that there is no outstanding indebtedness known to the person executing such certificate, after due inquiry, then due for labor, wages, materials, supplies or services in connection with any construction and installation work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or similar lien or alleged lien upon such work, the premises, any part thereof or the Lessee's leasehold interest therein;

(4) that the portion of the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, performed by the Lessee since the last such certificate (or since the earlier of the commencement of the Area A1A Construction Work or of the Remediation Work, in the case of the first such certificate) and covered by such certificate has been performed in accordance with the terms of this Agreement and the construction application; and

(5) that attached to such certificate are copies of cancelled checks, bills or invoices marked paid by the issuer or other evidence of payment satisfactory to the Port Authority for all amounts certified as paid in such certificate.

Nothing contained in this Agreement shall be deemed or construed as a submission by the Port Authority to the application to it of any vendor's, mechanic's, laborer's or materialman's statutory or similar lien. Within forty-five (45) days after the delivery of each such certificate by the Lessee, the Port Authority shall pay to the Lessee the amount constituting the cost of performing the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, certified by the Lessee as paid in its certificate relating to the preceding calendar month less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work described in such certificate and not bonded or discharged prior to the date of such payment, *provided*, that the total of such periodic payments made by the Port Authority shall not exceed ninety (90%) of the Paving Reimbursement Amount, Additional Reimbursement Amount or Remediation Reimbursement Amount, as the case may be. Upon final completion of all of the Paving Work, of all the Water Main Work and Demolition Work, or of all the Remediation Work, as the case may be, to be performed by the Lessee as set forth in this Section, the Lessee shall submit to the Port Authority a certificate signed by a responsible officer of the Lessee familiar with the subject matter certifying: (A) that all of the Paving Work, all the Water Main Work and Demolition Work, or all of the Remediation Work, as the case may be, has been completed and was performed in accordance with the approved plans and specifications referred to in paragraph (c) of Section 8 of the Lease and the provisions of this Agreement; (B) the final cost of the Paving Work, the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, and the total payments made by the Lessee on account of such cost; and (3) that 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 any work described therein 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 under the Lease, as amended hereby, or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. 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 Section 8 of the Lease certifying that all of the Paving Work, all of the Water Main Work and Demolition Work, or all of the Remediation Work, as the case may be, 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. If all of the work has been completed in accordance with said approved plans and specifications and the provisions of this Agreement, the Lessee's certificate is fully satisfactory to the Port Authority and the Port Authority has examined and approved the Lessee's certificate and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost, the Port Authority shall finally determine the cost of

the Paving Work and the Paving Reimbursement Amount, the cost of the Water Main Work and Demolition Work and the Additional Reimbursement Amount, or the cost of the Remediation Work and the Remediation Reimbursement Amount, as the case may be. No payment made by the Port Authority to the Lessee pursuant to this paragraph (d) shall be deemed final until the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, has been finally determined by the Port Authority, nor shall any such payment be deemed a final determination by the Port Authority of the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be. 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 Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. If the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, as finally determined shall exceed payments previously made of the Paving Reimbursement Amount, the Additional Reimbursement Amount or the Remediation Reimbursement Amount, respectively, whether by reason of the ten percent (10%) deductions made in connection with the prior periodic payments of such amounts or otherwise, the Port Authority will pay the same to the Lessee less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with the construction and installation work described in such certificate and not bonded or discharged prior to the date of such payment; but if the payments previously made of the Paving Reimbursement Amount, the Additional Reimbursement Amount or the Remediation Reimbursement Amount, as the case may be, exceed the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, respectively, or if any component of such payments exceed the twenty percent (20%) or other limitation set forth in the definition of cost set forth in this Section, the Lessee shall repay such excess to the Port Authority within ten (10) days after demand therefor. No amount paid by the Port Authority to the Lessee pursuant to the provisions of this paragraph shall or shall be deemed to imply that the Area A1A Construction Work or the Remediation Work has been completed in accordance with law or the provisions of this Agreement.

(e) To the extent permitted by sound accounting practice, and subject to the terms and conditions of paragraph (d) of this Section, the sum of the following items of cost incurred by the Lessee in performing the Paving Work, Water Main Work, Demolition Work or Remediation Work shall constitute the cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors for services rendered and equipment employed in such work, including, in the case of the Paving Work, the cost of environmental sampling and testing and including in such cost, without limitation thereto, the cost of such sampling and testing as may be required by subparagraph (3) of paragraph (m) of Section 9 of the Lease, as amended by subparagraph (3) of paragraph (b) of Section 7 of this Agreement;

(2) The Lessee's payments for supplies and materials, including, without limitation thereto, equipment installed in the premises;

(3) 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 such work, not including services of the types mentioned in items (4), (5) and (6) of this paragraph;

(4) 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), (j) and (k) of this Section 8 of the Lease during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, and during the period of the construction only;

(6) The Lessee's payments for architectural, planning and design services in connection with the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be; and

(7) The sum of the costs approved under items (4), (5) and (6) of this paragraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this paragraph; 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 Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, for the purposes of this paragraph.

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 Paving Work, Water Main Work, Demolition Work or Remediation Work, whether or not allocated to the cost of the such 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 Paving Work, Water Main Work, Demolition Work or Remediation Work. In no event whatsoever shall the cost of any portion of the Paving Work, Water Main Work, Demolition Work or Remediation Work as finally determined and computed in accordance with the provisions of paragraph (d) of this Section and in accordance with the provisions of this paragraph (e) include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and/or made to the premises under the Lease, as amended hereby, nor shall cost include the costs of any equipment, fixture or improvements installed in the premises which are secured by liens, mortgages, other encumbrances or conditional bills of sale. Notwithstanding the provisions of subparagraph (1) of paragraph (k) of Section 9 of the Lease, the cost of the Disposal of Matter (each as defined in said subparagraph (1)) excavated as part of

the Paving Work, the Water Main Work or the Remediation Work (if the Port Authority shall request the Lessee to perform the Disposal of Matter resulting from the Remediation Work) may be included in the Lessee's cost of performing such work to be reimbursed pursuant to this Section.

(f) The parties to this Agreement recognize that the contracts to be entered into by the Lessee for the performance of the Area A1A Construction Work may cover construction work which does not constitute Paving Work, Water Main Work, Demolition Work or Remediation Work. The Lessee shall at all times maintain, and each certificate submitted by the Lessee pursuant to this Section shall set forth, a proper breakdown and allocation of costs and payments as between the Paving Work, Water Main Work, Demolition Work, Remediation Work (if the Port Authority shall request the Lessee to perform all or a part of the Remediation Work) and other construction work at the Facility, the cost of which is not eligible for reimbursement under this Agreement, and the Lessee shall assure that each applicable contract provides for such breakdown and allocation or, in the case of work done before June 1, 2004, that the contract identifies the kind and location of work with enough specificity to allocate its cost between such categories of the Area A1A Construction Work. In submitting the statements and certifications required of the Lessee hereunder, the Lessee shall in each case specifically and separately state the amounts expended under each such contract for the portions of the Area A1A Construction Work which respectively constitute Paving Work, Water Main Work, Demolition Work and Remediation Work (if the Port Authority shall request the Lessee to perform all or a part of the Remediation Work) in addition to those portions of the construction work at the Facility, the cost of which is not eligible for reimbursement under this Agreement.

7. (a) (1) The Port Authority, as an undertaking collateral to the letting of Area A1A hereunder, and subject to all of the provisions of the Lease and this Agreement (including but not limited to the Section of the Lease entitled "*Force Majeure*"), through its employees, agents, representatives, contractors and subcontractors, at its cost and expense, shall cause the soil in the vicinity of the four (4) locations designated as Area A, Area C, Area D and Area E (sometimes hereinafter called "High TPH Areas") on the attached drawing marked "Exhibit T" and entitled "Total Petroleum Hydrocarbons Delineation Borings", to be removed, disposed in accordance with all applicable Environmental Requirements, as defined in subparagraph (8) of paragraph (a) of Section 9 of the Lease, including without limitation thereto those relating to the remediation of Hazardous Substances pursuant to a remedial action work plan approved by the New Jersey Department of Environmental Protection ("NJDEP"), and replaced with fill which does not exceed the NJDEP guidances for unrestricted use. Such removal, disposal and replacement is referred to in this Agreement and the Lease, as amended hereby, as the "Remediation Work." The obligation set forth in this paragraph (a) is limited to the High TPH Areas and to the remediation work expressly set forth in this paragraph (a).

(2) At the election of the Port Authority, by notice to the Lessee, the Lessee shall perform the Remediation Work or that portion of the

Remediation Work set forth in the Port Authority's notice, as the case may be, subject to the provisions of this subparagraph (2) and the portion of the Remediation Work so designated by the Port Authority shall be a part of the Area A1A Construction Work. The Lessee shall perform the Remediation Work pursuant to the applicable provisions of the Lease, including without limitation Sections 8 and 20 thereof entitled "*Construction by the Lessee*", excluding paragraphs (a) and (o) of said Section 8, and for the purpose of said provisions, the term "the Lessee's Construction Work" shall be deemed to include the Remediation Work, *provided*, that the Lessee shall file a separate Construction Application for the Remediation Work distinct from those filed in connection with the performance of the rest of the Area A1A Construction Work, such Remediation Work Construction Application shall incorporate plans and specifications supplied by the Port Authority for the portion of the Remediation Work to be performed by the Lessee and may be reviewed separately from such other Construction Applications and shall be subject to separate approval by the Port Authority. The Lessee shall prepare separate cost estimates for the Remediation Work and shall obtain bids from its contractors separately setting forth the cost of performing the Remediation Work as a separate portion of the Area A1A Construction Work. The Lessee shall not perform any Remediation Work covered by the Lessee's Construction Application therefor until receiving specific Port Authority approval for such Construction Application as set forth in the Lease. Remediation Work performed by the Lessee shall be at the Lessee's expense, except as set forth in paragraphs (c), (d) and (e) of Section 6 of this Agreement. The Port Authority shall not be required pursuant to subparagraph (1) of this paragraph (a) to perform any portion of the Remediation Work which it has elected to have the Lessee perform pursuant to this subparagraph (2).

(b) Section 9 of the Lease, entitled "*Environmental Responsibilities*" is hereby amended as follows:

(1) Paragraph (a) of said Section 9 shall be amended as follows:

(i) Subparagraph (4) of said paragraph (a) shall be amended to read as follows:

"(4) With respect to ground water, 'Analyzed Item' shall mean each of, and 'Analyzed Items' shall mean all of, the constituents for which ground water was tested and the results thereof reported (i) in the Area A1A Initial Baseline, with respect to the ground water under Area A1A, and (ii) in the Initial Environmental Survey, with respect to the ground water under all other portions of the premises, and with respect to soil, 'Analyzed Item' shall mean each of, and 'Analyzed Items' shall mean all of, the constituents for which soil was tested

and the results thereof reported (i) in the Area A1A Initial Baseline, with respect to Area A1A, and (ii) in the Initial Environmental Survey, with respect to all other portions of the premises.”

(ii) The phrase, “, and on or after the Area A1A Commencement Date, with respect to Area A1A”, shall be inserted immediately after the word, “Space”, and before the semi-colon appearing in the last line of clause (iii) of subparagraph (5) of said paragraph (a).

(iii) The phrase, “, the Area A1A Construction Work, the Remediation Work (if the Lessee performs any of such work)”, shall be inserted immediately after the term, “Wharf Rehabilitation Work”, and before the word, “and”, appearing in the sixth (6th) line of clause (iii) of subparagraph (7) of said paragraph (a).

(iv) Subparagraph (14) of paragraph (a) of Section 9 shall be amended to read as follows:

“(14) ‘Exhibit I’ shall mean the Initial Environmental Survey, all Additional Sampling Reports and all Remediation Completion Reports, if any, together with (i) the Added Environmental Survey, from and after the Effective Date, and (ii) the Area A1A Initial Baseline, from and after the Area A1A Commencement Date, and (iii) the Area A1A Revised Baseline, from and after the Area A1A Revised Baseline Effective Date.”

(v) Subparagraph (15) of paragraph (a) of Section 9 shall be amended to read as follows:

“(15) ‘Existing Condition’ shall mean:

“(A) for the period from December 1, 2000 to the day immediately preceding the Effective Date, both dates inclusive, 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) of this Section 9 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

“(B) (i) from and after the Effective Date with respect to all portions of the premises except for Area A1A shall mean the levels of Analyzed Items in the soil and ground water for all portions of the premises except for Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section 9 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 9, and

“(ii) from and after the Area A1A Commencement Date to the day immediately preceding the Area A1A Revised Baseline Effective Date, both dates inclusive, with respect to the portion of the premises constituting Area A1A shall mean the levels of Analyzed Items in the soil and ground water for all portions of Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section to the test results in the Area A1A Initial Baseline, as such test results may be superceded and supplemented by the test results in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section, and

“(iii) from and after the Area A1A Revised Baseline Effective Date with respect to the portion of the premises constituting Area A1A shall mean for the ground water the levels of Analyzed Items in the ground water for all portions of Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section 9 to the ground water test results in the Area A1A Initial Baseline Area and shall mean for the soil the levels of Analyzed Items in the soil for all portions of Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section 9 to the soil test results in the Area A1A Revised Baseline, as such test results may be

superceded and supplemented by the test results in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section.”

(vi) Subparagraph (25) of paragraph (a) of Section 9 of the Lease shall be deleted and the following shall be inserted in lieu thereof:

“(25) ‘Ground Area C’ shall mean the ground area defined as ‘Area A1A’ in Section 1 of Supplement No. 5 to the Lease.”

(vii) The phrase, “or the Area A1A Construction Work or the Remediation Work”, shall be inserted immediately after the phrase, “Lessee’s Construction Work”, in both instances where such phrase appears in subparagraph (30) of said paragraph (a).

(viii) The following new subparagraphs (34) through (40) shall be inserted immediately after subparagraph (33) of paragraph (a) to read as follows:

“(34) ‘Area A1A’ shall have the meaning set forth in Section 1 of Supplement No. 5 to the Lease.

“(35) ‘Area A1A Commencement Date’ shall have the meaning set forth in Section 1 of Supplement No. 5 to the Lease.

“(36) ‘Area A1A Construction Work’ shall have the meaning set forth in paragraph (b) of Section 6 of Supplement No. 5 to the Lease.

“(37) ‘Area A1A Initial Baseline’ shall mean Addendum No. 2 to Exhibit I to the Lease attached to Supplemental Agreement No. 5 of this Lease.

“(38) ‘Area A1A Revised Baseline’ shall have the meaning set forth in subparagraph (3) of paragraph (m) of this Section, as amended.

“(39) ‘Area A1A Revised Baseline Effective Date’ shall have the meaning set forth in

subparagraph (3) of paragraph (m) of this Section, as amended.

“(40) ‘Remediation Work’ shall have the meaning set forth in paragraph (a) of Section 7 of Supplement No. 5 of the Lease.”

(2) The phrase, “or the performance of the Area A1A Construction Work (as defined in paragraph (b) of Section 6 of Supplement No. 5 to the Lease) or the Remediation Work (as defined in paragraph (a) of Section 7 of said Supplement No. 5, if the Lessee performs any of such work,)”, shall be inserted immediately after the phrase, “(as defined in Section 8C of this Agreement)”, in the eighteenth (18th) and nineteenth (19th) lines of subparagraph (1) of Paragraph (k) of Section 9 of the Lease.

(3) The following new subparagraph (3) shall be deemed to have been inserted immediately after subparagraph (2) of paragraph (m) of said Section 9 to read as follows:

“(3) It is hereby recognized that as a result of the performance of the Area A1A Construction Work and the Remediation Work, a substantial portion of the subsurface soil of the premises will be disturbed, removed and/or replaced thereby causing the test results for the soil in Area A1A set forth in Addendum No. 2 to Exhibit I to be no longer relevant. The Lessee hereby agrees that prior to submitting to the Port Authority the certificate of the Lessee and of the Lessee’s architect or engineer referred to in paragraph (c) of Section 8 of the Lease certifying that all of the Paving Work has been performed in accordance with the approved plans and specifications and the provisions of the Lease, the Lessee shall at its sole cost and expense (except as provided in paragraphs (c), (d) and (e) of Section 6 of Supplement No. 5 to the Lease) as part of the Paving Work (as defined in subparagraph (1) of paragraph (b) of said Section 6) and subject to the terms and provisions of Section 8 of the Lease entitled “*Construction by the Lessee*” and of Section 6 of Supplement No. 5 to the Lease, sample and test the soil of Area A1A for the Analyzed Items for Area A1A or the sixty (60) pollutants plus forty (40) tentatively identified compounds set forth in the latest edition of the New Jersey Department of Environmental Protection Field Sampling and Procedures Manual (the “Manual”) in accordance with the Manual in not less than one location in each acre of Area A1A as specified by the Port Authority. The testing and analysis shall be performed by a laboratory with a current Data Certification in accordance

with NJAC 7:18. The Lessee shall set forth the test results of such sampling in a report, which report shall be in the same form as Exhibit I of the Lease (such report is herein referred to as the "Area A1A Revised Baseline"). All such sampling, testing and the preparation of the Area A1A Revised Baseline shall be performed by an independent consultant and laboratory licensed by the State of New Jersey. The Lessee shall deliver a copy of the Area A1A Revised Baseline to the Port Authority prior to or at the same time as the Lessee delivers to the Port Authority the certificate of the Lessee and of its architect or engineer referred to above, and after such delivery of the Area A1A Revised Baseline by the Lessee to the Port Authority the Area A1A Revised Baseline shall replace the Area A1A Baseline for all purposes under this Lease for determining the Existing Condition of the soil in Area A1A of the premises. The date of receipt by the Port Authority of the A1A Revised Baseline is herein called the "Area A1A Revised Baseline Effective Date."

(4) (i) The phrase, ", or whose presence in, on or under Area A1A occurred after the Area A1A Commencement Date", shall be inserted immediately after the word, "any" and before the period appearing in the eighth (8th) line from the end of subparagraph (i) of paragraph (u) of said Section 9.

(ii) The phrase, "or the obligations set forth in subparagraph (iv) of this paragraph (u), as amended by Supplement No. 5 to the Lease", shall be inserted immediately after the words and figures, "Sections 11 and 16 hereof", and before the word, "and", appearing in the third line of subparagraph (iii) of said paragraph (u).

(iii) The following shall be inserted immediately after subparagraph (iii) of paragraph (u) as subparagraph (iv) of said paragraph (u):

"(iv) Notwithstanding anything to the contrary in this Lease, in the event that after the performance of the Paving Work on any portion of Area A1A any Governmental Authority or any Environmental Requirement shall require, either as a condition of any approval or otherwise, that the Existing Condition on such portion of Area A1A be removed or remediated, the Lessee shall, when such removal and/or remediation is completed or upon earlier written notice from the Port Authority, expeditiously at its sole cost and expense repair and/or replace the pavement that may be damaged or destroyed by such remediation or removal on such

portion of Area A1A, including without limitation performing all required backfilling of such portion of Area A1A in accordance with all Environmental Requirements (including without limitation any remedial action work plan covering such soil removal and/or remediation).”

(5) Addendum No. 2 and Addendum No. 3 attached hereto are hereby made a part hereof, of the Lease and of Exhibit I to the Lease.

(c) The Lessee has requested that it be allowed to perform the Paving Work at its risk (except as expressly provided in paragraphs (c), (d) and (e) of Section 6 of this Agreement), to accommodate the needs of the Lessee's expanding business, even though sampling and testing of the groundwater at Area A1A indicate the presence of Hazardous Substances (as defined in subparagraph (26) of paragraph (a) of Section 9 of the Lease) in the soil which exceed the NJDEP soil clean up guidances for both restricted and unrestricted use and in the groundwater which exceed applicable NJDEP ground water criteria, *provided*, that the Port Authority shall perform, or reimburse the Lessee for performing in the manner set forth in Section 6 of this Agreement, the Remediation Work, as set forth in paragraph (a) of this Section.

(1) The Port Authority has advised the Lessee that it is reluctant to permit the Lessee to perform the Paving Work until (i) all governmental approvals have been obtained with respect to addressing the presence of Hazardous Substances currently in, on or under Area A1A which exceed or are in violation of any Environmental Requirement (including without limitation the soil clean up criteria used by NJDEP and applicable NJDEP groundwater criteria), which approvals include but are not limited to, the approval by the prior tenants of Area A1A and the NJDEP of all relevant remedial action work plans for Hazardous Substances currently in, on and under Area A1A, the reclassification or waiver of classification with respect to the groundwater under Area A1A and the approval by NJDEP of the conditions upon which it will permit Area A1A to be used for container terminal operations (all of the foregoing required approvals referred to in this clause (i) being herein collectively called the "Required Environmental Approvals" and all the terms, conditions, provisions and requirements of all of the Required Environmental Approvals when given are herein referred to as the "Regulatory Environmental Conditions"), and (ii) the Port Authority has determined that it can and will comply with all the Regulatory Environmental Conditions (such determination by the Port Authority being herein referred to as the "Port Authority Environmental Determination"). Nevertheless, the Lessee has advised the Port Authority that it wishes to proceed with the Paving Work prior to all of the Required Environmental Approvals having been obtained and prior to the Port Authority Environmental Determination having been made. Without limiting any other term or condition of this Agreement, if the Lessee proceeds with the Paving Work, except as expressly provided with respect to cost reimbursement in paragraphs (c), (d) and (e) of Section 6 of this Agreement, subject to the provisions of subparagraph (2) of paragraph (b) of Section 9 of the Lease, and unless the Port Authority elects to perform all or part of the Remediation

Work itself, the Lessee shall assume all risks arising out of or in connection with all Hazardous Substances on Area A1A, all Environmental Requirements relating to Area A1A or its use and occupancy and the Paving Work, all Required Environmental Approvals, all Regulatory Environmental Conditions and the Port Authority Environmental Determination, including without limitation, the fact that not all of the Environmental Approvals may be obtained, the fact that the NJDEP may never approve, or may not continue any approval of the extent of the remediation to be performed in, on or under Area A1A or on the conditions that Area A1A may be used for container terminal operations, the fact that the Port Authority may determine that it will not comply or can not comply with all of the Regulatory Environmental Conditions (including without limitation the conditions imposed by NJDEP for use of Area A1A for container terminal operations), the fact that the NJDEP or Environmental Requirements may require remediation of the soil in, on or under Area A1A after all or some of the Paving Work has been performed which may require the removal of all or some of the Paving Work, the removal of all or part of the soil beneath the paved portion of Area A1A and the repaving of the affected portions of Area A1A, and the fact that the Hazardous Substances in, on and under Area A1A may increase the cost to the Lessee to perform the Paving Work.

(2) The Lessee acknowledges that the Port Authority has provided the Lessee results of soil sampling and testing previously performed at Area A1A entitled "Soil Sample Exceedence Plan, Semivolatile Organic Compounds"; "Soil Sample Exceedence Plan, Polychlorinated Biphenols/Pesticides"; "Soil Sample Exceedence Plan, Inorganic Compounds; and "Soil Sample Exceedence Plan, Total Petroleum Hydrocarbon each dated December 2001, a map dated 6/27/02 entitled "Total Petroleum Hydrocarbon Excavation Areas" and an environmental report entitled "Environmental Baseline Environmental Evaluation - Former Naprano Iron and Metal Company and Metro Metals Facility (15 Acre Site) - Port Newark Port Authority Marine Terminal", dated July 2001 (hereinafter collectively called the "Subsurface Environmental Reports") which show Hazardous Substances in, on and under Area A1A that exceed NJDEP's soil clean up guidances for both restricted and unrestricted use and applicable ground water criteria. Without limiting the generality of any other term or provision of the Lease, as amended by this Agreement, including without limitation thereto paragraph (1) of Section 9 thereof and Section 22 thereof, the Lessee shall not rely on the Subsurface Environmental Reports being comprehensive or representative of the complete extent of the presence of Hazardous Substances on, under or about Area A1A. The Lessee hereby grants permission to the Port Authority, or to any third person designated by the Port Authority by notice to the Lessee, to enter upon Area A1A on seven (7) days' prior notice for the purpose of performing soil remediation of any Hazardous Substance which exceeds NJDEP's soil clean up guidances for unrestricted use and for the purpose of performing groundwater remediation of any Hazardous Substance that exceeds any applicable groundwater quality standards, it hereby being understood and agreed that, except as expressly set forth in the Lease or in this Agreement, the Port Authority shall have no obligation whatsoever to the Lessee to

perform or pay for any such remediation and no permission or approval of the Port Authority hereunder, or of the Paving Work, or in connection with either, shall be or be deemed to have imposed any obligation whatsoever on the Port Authority to perform or pay for any soil, groundwater or other remediation in, on or under Area A1A. The Lessee agrees that no performance of any remediation work in, on or under Area A1A shall constitute an eviction or constructive eviction of the Lessee nor be grounds for any abatement of fees or charges payable by the Lessee under the Permit or otherwise nor give rise to or be the basis of any claim or demand by the Lessee against the Port Authority, its Commissioners, officers, employees or agents for damages, consequential or otherwise. Further, the Port Authority shall have no obligation whatsoever to the Lessee arising out of the performance of any remediation work on, in or under Area A1A, including without limitation, any obligation to back fill the excavations, replace the millings installed on Area A1A by the Lessee, repave the affected portions of Area A1A or otherwise restore Area A1A to the condition existing immediately prior to the performance of any such remediation work. Prior to the date set forth in any notice to the Lessee from the Port Authority of the performance of any remediation work in, on or under Area A1A, the Lessee shall make available the areas designated in such notice for the performance of the remediation, including without limitation the removal of all containers and other personal property from said designated areas and the removal of required portions of the Paving Work and all millings installed by the Lessee on such designated areas.

(3) Notwithstanding this Agreement, or the approval of the Paving Work by the Port Authority or any other Port Authority approvals in connection therewith, or the performance of any remediation work by the Port Authority, the Lessee or others, including without limitation any excavation or disposal of soil which contains any Hazardous Substances whether in the performance of the Paving Work or pursuant to an approved remedial action work plan or on a voluntary basis or otherwise, the Port Authority shall have no obligation whatsoever, in law or equity under the Lease, this Agreement, any Construction Application or otherwise, to the Lessee to obtain any Required Environmental Approvals, to comply with any Regulatory Environmental Conditions or Environmental Requirements, or to perform any remediation in, on or under Area A1A or to make the Port Authority Environmental Determination.

(4) The Lessee hereby specifically acknowledges and agrees that neither this Agreement nor any approval of the Paving Work by the Port Authority nor any performance of the Paving Work nor any expenditure of monies thereon shall grant or shall be deemed to have granted any rights whatsoever in the Lessee (i) to be reimbursed by the Port Authority for the Lessee's cost of performing the Paving Work or any portion thereof, except as expressly provided in Section 6 of this Agreement, (ii) to be reimbursed by the Port Authority for the Lessee's cost of removal of any of the Paving Work or repairing of the affected portions of Area A1A, if required as provided for in this Agreement, (iii) to the performance of any Regulatory Environmental Approvals or any other Environmental Requirements by the Port Authority or any third person, or (iv) to

the Port Authority Environmental Determination being made. The Lessee understands that there may be many problems to be resolved before all Required Environmental Approvals are obtained and before the Port Authority Environmental Determination is made, and that all such problems may not be resolved. The Lessee hereby acknowledges and agrees that if it proceeds with the Paving Work covered by this Agreement, it shall do so at its sole risk being fully cognizant of the fact that the entire expenditure of monies by it on the performance of the Paving Work may be of limited or no benefit to the Lessee and without consideration in that the Lessee may not enjoy any or only limited beneficial use of the Paving Work in that remediation of Area A1A may be required after the Paving Work has been performed or NJDEP may not approve or may not continue its approval of the use of Area A1A for container terminal purposes on conditions that are acceptable to the Port Authority, and all or any other Required Environmental Approvals may not be obtained or the Port Authority Environmental Determination may not be made.

8. (a) The Port Authority and the Lessee have heretofore entered into a Space Permit dated as of July 12, 2001, bearing Port Authority Agreement No. MNS-263 and covering Area A1A; a Supplement to Permit, dated as of March 18, 2002, extending said permit; and a construction letter agreement dated August 23, 2002, relating to construction to be performed on Area A1A, said permit and agreement, as the same have heretofore been supplemented and amended, being hereinafter called the "Existing Agreements."

(b) Effective at 11:59 o'clock P.M. on the day preceding the Area A1A Commencement Date, the Existing Agreements and the permission granted the Lessee to occupy Area A1A thereunder shall be revoked with the same force and effect as if the period of the said permission were in and by the provisions of the Existing Agreements originally fixed to expire on said preceding day and the Lessee and the Port Authority each do by these presents release and discharge the other from any and all obligations of every kind whatsoever on the part of the other to be performed under the Existing Agreements with respect to Area A1A for that portion of the period of permission subsequent to said preceding day; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for fees, charges or other amounts that may be due or become due to the Port Authority for any period or periods prior to said preceding day, or for breach of any other obligation on the Lessee's part to be performed under the Existing Agreements for or during such period or periods or maturing on the revocation of such permission, *provided*, that the construction letter agreement referred to in paragraph (a) of this Section shall remain in effect with respect to any Construction Application and plans and specifications filed by the Lessee prior to the Area A1A Commencement Date and with respect to any Area A1A Construction Work performed prior to the Area A1A Commencement Date.

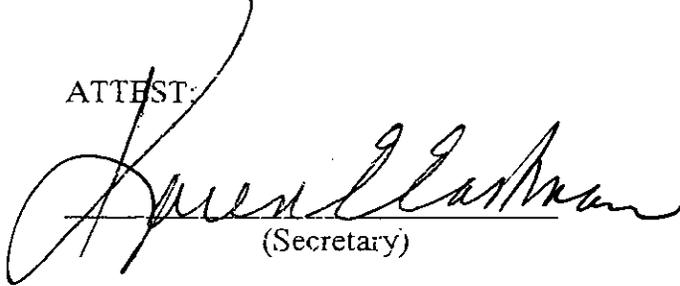
9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its

execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

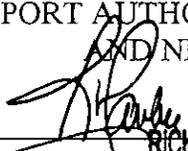
10. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

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

ATTEST:


(Secretary)

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By 
RICHARD M. LARRABEE
DIRECTOR, PORT COMMERCE DEPT.

(Title)
(Seal)

WITNESS:



PORT NEWARK CONTAINER
TERMINAL LLC

By 
PRESIDENT

(Title)



PNCT LLC TERMINAL GUARANTEE
Schedules D and E
(Effective January 1, 2004)

Annual Containers Handled

| <u>Year Commencing</u> | <u># of Containers (Schedule D)</u> | <u>60% (Schedule E)</u> |
|-------------------------------|--|--------------------------------|
| 1/1/2004 | 350,000 | 210,000 |
| 1/1/2005 | 355,000 | 213,000 |
| 1/1/2006 | 360,000 | 216,000 |
| 1/1/2007 | 365,000 | 219,000 |
| 1/1/2008 | 396,000 | 237,600 |
| 1/1/2009 | 401,000 | 240,600 |
| 1/1/2010 | 406,000 | 243,600 |
| 1/1/2011 | 411,000 | 246,600 |
| 1/1/2012 | 416,000 | 249,600 |
| 1/1/2013 | 421,000 | 252,600 |
| 1/1/2014 | 426,000 | 252,600 |
| 1/1/2015 | 431,000 | 252,600 |
| 1/1/2016 | 436,000 | 252,600 |
| 1/1/2017 | 441,000 | 252,600 |
| 1/1/2018 | 446,000 | 252,600 |
| 1/1/2019 | 451,000 | 252,600 |
| 1/1/2020 | 456,000 | 252,600 |
| 1/1/2021 | 461,000 | 252,600 |
| 1/1/2022 | 466,000 | 252,600 |
| 1/1/2023 | 471,000 | 252,600 |
| 1/1/2024 | 476,000 | 252,600 |
| 1/1/2025 | 476,000 | 252,600 |
| 1/1/2026 | 476,000 | 252,600 |
| 1/1/2027 | 476,000 | 252,600 |
| 1/1/2028 | 476,000 | 252,600 |
| 1/1/2029 | 476,000 | 252,600 |
| 1/1/2030 | 476,000 | 252,600 |

ADDENDUM A

(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, 2004, and ending on December 31, 2004, 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 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 excess of the Rent Guarantee Number for that Terminal Throughput Year over the greater of (i) the actual number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during that Terminal Throughput Year, or (ii) the Exemption Number (as defined in subparagraph (5) of paragraph (a) of Section 5 hereof); 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 three hundred fifty thousand (350,000), 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000). 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 four hundred one thousand (401,000), 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 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. 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 three hundred fifty-five thousand (355,000), 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Rent Guarantee Number of three hundred sixty thousand (360,000) 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 three hundred sixty thousand (360,000). 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 four hundred six thousand (406,000), 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 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. 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.

ADDENDUM B

(f) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ten thousand (210,000), 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000). 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 two hundred forty thousand six hundred (240,600), 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 two hundred thirteen thousand (213,000), 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Terminal Guarantee Number of two hundred sixteen thousand (216,000) 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 two hundred sixteen thousand (216,000). 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 two hundred forty-three thousand six hundred (243,600), 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.

ADDENDUM NO. 2

to

EXHIBIT I

to Lease No. L-PN-264

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

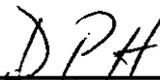
and

PORT NEWARK CONTAINER TERMINAL LLC



For the Port Authority

Initialed:



For the Lessee

**SUBSURFACE BASELINE REPORT
FORMER NAPORANO IRON AND METAL COMPANY
AND HUGH NEU SCHNITZER EAST FACILITIES**

ADDENDUM NO. 2

to

EXHIBIT I

to

Lease No. L-PN-264

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

PORT NEWARK CONTAINER TERMINAL LLC

September 2002

**SUBSURFACE BASELINE REPORT
FORMER NAPORANO IRON AND METAL COMPANY
AND HUGH NEU SCHNITZER EAST FACILITIES**

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SECTION 1.0

INTRODUCTION

The purpose of this Subsurface Baseline Environmental Evaluation (SBEE) is to establish surface and subsurface baseline conditions for an approximately 15-acre parcel formerly occupied by the Naporano Iron and Metal Company (Naporano) and the Hugo Neu Schnitzer East (Hugo Neu). The location of the site is shown on Figure 1. The approximately 15-acre area is shown in Figure 2. The investigation on this portion of the property included the installation of 43 soil borings, five of which were completed as monitoring wells. A sixth monitoring well, MW-C5, was installed and sampled as part of the SBEE. However, MW-C5 was excavated during the remediation activities at the site. Soil analytical data for MW-C5 is not provided since the soil was excavated. However, since groundwater is not as location-specific as soil, analytical data for the groundwater samples collected from MW-C5 is included in this report. Locations of the soil borings and monitoring wells are shown on Figures 3 and 4.

The work performed as part of this investigation was conducted in accordance with *Technical Requirements for Site Remediation* (TRSR) (N.J.A.C 7:26E) and the New Jersey Department of Environmental Protection (NJDEP) *Field Sampling Procedures Manual*, May 1992.

SECTION 2.0

FIELD ACTIVITIES

A total of 43 borings were installed in order to characterize the site in regard to potential contaminants and provide information about the geology and hydrogeology. Thirty-three of these borings were installed by Port Authority personnel on both the former Naparano and Hugo Neu sites. Five of these borings were completed as monitoring wells. The remaining 10 borings were installed by Hugo Neus's consultant Excel Environmental Resources, Inc. (Excel) solely on the former Hugo Neu site. The locations of the soil borings and monitoring wells are presented in Figures 3 and 4. In general, the soil borings installed by Port Authority personnel were advanced until groundwater was observed in order to evaluate the potential for the presence and migration of hazardous substances or to delineate contamination seen in earlier investigative rounds. Soil borings installed by Excel were drilled and sampled at pre-determined depths. Additional information regarding sampling procedures is described below.

2.1 SOIL SAMPLING PROGRAM

The soil sampling program investigation followed the requirements specified in N.J.A.C. 7:26E-3.6. All borings performed by Port Authority personnel were installed utilizing either a bucket auger or a 4 5/8-inch inside diameter hollow-stem auger. In areas where subsurface features (utilities) were a concern or proposed sampling depths were limited, a bucket auger was used to penetrate surface features or collect the samples. After subsurface features were penetrated, continuous split-spoon soil samples were collected at 2-foot intervals using a carbon steel split-spoon. All soils were characterized by the on-site geologist (from the hand-auger samples and split-spoon cores) and screened using an HNu photoionization detector. Additionally, HNu readings were recorded in the breathing zone of the on-site workers, and headspace readings were recorded from soil samples collected from each discrete sampling interval. All information was recorded on boring log forms or in bound field logbooks.

Table 1 summarizes the soil sampling program, including sample ID, sampler, site, number of samples, depth, date, and analysis.

Ten of the borings, BH-N1, BH-N1-N1, BH-N1-S1, BH-N1-E1, BH-N1-W1, BH-N5A, BH-N5B, BH-N5C, BH-N5D, and MW-N2 were installed on the former Naparano Facility portion of the site. MW-N2 was completed as a monitoring well. All ten borings were installed on the Naparano facility by Port Authority personnel. A total of 24 soil samples were collected from the six borings. Two samples were collected from both BH-N1 and MW-N2 at depths 0.5 to 1.5 feet (ft) below ground surface (bgs) and between 4.0 and 5.0 ft bgs. Four samples were collected from BH-N1-N1, BH-N1-S1, BH-N1-E1, BH-N1-W1 from depths between 2.0 and 4.0 ft bgs. Samples from BH-N5A, BH-N5B, BH-N5C, and BH-N5D were collected from 0.5 to 2.5 ft. bgs.

The remaining 33 borings were installed on the former Hugo Neu portion of the facility. Port Authority personnel installed 23 of the borings on the Hugo Neu portion of the site and collected samples at various depths. The remaining 10 borings were installed by Excel. Excel collected a total of 28 soil samples. One to four samples were collected per boring by Excel. A detailed breakdown of the sampling program is presented in the sections below.

Due to logistical reasons, the soil and groundwater investigation at each of the former facilities were performed separately. Since the sampling approach for each facility was based on site-specific conditions, unique investigative methods (i.e., sampling depth and parameters) were utilized at each facility. The sampling methodology employed at each facility is presented in the sections below.

Summary of Investigation at Former Naporano Facility Portion of the Site

At the former Naporano Facility, 24 discrete soil samples were collected from ten soil borings for contract laboratory analysis in this portion of the site. Soil samples were collected from each boring at depths ranging from 0.5 to 5.0 ft bgs. HNu readings of the headspace from each sampling interval ranged from 0.0 to 1.5 parts per million (ppm). Field screening results along with the boring logs are provided as Appendix A. BH-N1 and MW-N2 were analyzed for total petroleum hydrocarbons (TPHC) and the complete list of priority pollutants with a forward library search (PP+40), including xylenes. A PP+40 scan is comprised of priority pollutant volatile organic compounds with a forward library search (VO+15) plus xylenes, priority pollutant base/neutral and acid extractable organics with a forward library search (BNA+25), polychlorinated biphenyls (PCBs), pesticides, and priority pollutant metals. Soil samples for Volatile Organic Compound (VOC) analysis were collected using methanol extraction methodology. Soil borings BH-N1-N1, BH-N1-S1, BH-N1-E1, BH-N1-W1, BH-N5A, BH-N5B, BH-N5C, and BH-N5D were analyzed for TPHC only. Trip blanks were submitted for laboratory analyses during the soil sampling task of this investigation. Field blanks and duplicate samples were not collected during the soil sampling phase of the investigation. All Quality Assurance/Quality Control (QA/QC) procedures are detailed in Section 2.3 of this report.

Former Hugo Neu Facility

Within the former Hugo Neu portion of the facility, Port Authority personnel installed 23 soil borings. Hollow stem auger drilling equipment was used to install seven soil borings in this portion of site. Continuous split spoon sampling was collected at intervals of 0.0 to 0.5 ft bgs and 1.5 to 2.0 ft bgs. Bucket augers were used to collect soil samples at the other four locations. Each sample was characterized by the on-site supervisor and screened using an HNu photoionization detector. All field screening information was recorded on boring log forms (see Appendix A).

For each soil boring there was anywhere from one to three samples taken from depths ranging from 0.5 ft bgs to 9.5 ft bgs (See Table 1). HNu readings of the headspace from each sampling interval ranged from 0.0 to 2.3 ppm. Field screening results along with the boring logs are provided as

Appendix A. Samples collected from BH-N6 and BH-N7 were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), PCBs, Aldrin, Heptachlor, Dieldrin, Lead and TPHC analyses. Samples collected from MW-C1, MW-C2, MW-C3, and MW-C4 were analyzed for TPHC, Phenols, BNA+25, cyanide, PP+40, and PCBs. The remaining samples were only analyzed for TPHC.

As noted previously, in addition to the above-noted sampling, 10 additional soil borings were installed at the Hugo Neu site by Excel. These soil borings were advanced using Geoprobe[®] drilling equipment. The boring locations are shown on Figure 3. A total of 25 discrete soil samples were collected for contract laboratory analysis. Two to four samples were collected from each soil boring location at varying depths ranging from 0.0 to 0.5 foot bgs to 7.0 -7.5 ft bgs. Each sampling sleeve was characterized by the on-site supervisor and screened using an HNu photoionization detector. All field screening information was recorded on boring log forms (see Appendix A). All soil samples were analyzed for VO+15, BNA+25, PCBs, and priority pollutant metals.

Soil samples were transferred immediately to laboratory-prepared sample containers, labeled, packed, and shipped for analysis in accordance with N.J.A.C. 7:26E 2.1. Soil samples were processed and labeled consistent with Section 2.3.3 of this document. Sample chain-of-custody forms (COCs) were prepared for all samples collected as part of this investigation. Sample documentation and COCs were prepared consistent with procedures detailed in Section 2.3.3. Each piece of sampling equipment was decontaminated prior to use at each new sample location and prior to sampling the respective soil strata. All sampling equipment was constructed of stainless steel. For additional information on equipment decontamination procedures, see Section 2.3.2.

Soil samples for volatile analysis were collected using methanol extraction methodology. Field blanks, trip blanks and duplicate samples were submitted for laboratory analyses during the soil sampling task of this investigation. Quality Assurance/Quality Control (QA/QC) procedures are detailed in Section 2.3 of this report.

Upon completion of each boring location, all soils and investigation-derived waste generated were handled consistent with the site-specific Waste Management Plan detailed in the site-specific investigation work plan.

2.2 GROUNDWATER SAMPLING PROGRAM

The groundwater investigation was conducted as per N.J.A.C. 7:26E-3.7. The program included the installation of six overburden on-site monitoring wells. The wells were installed in select boreholes created during the soil boring program. One of the wells (MW-N2) was installed on the former Naporano facility. Four wells (MW-C1, MW-C2, MW-C3, MW-C4) were installed on the former Hugo Neu facility. MW-C5 (its correlated boring was excavated during remedial activities) was also installed on the former Hugo Neu facility. Approximate locations of these wells are shown on Figure 3. Craig Drilling, Inc. (a New Jersey-licensed well driller) installed the monitoring wells. The well driller obtained the required NJDEP well permits. All the wells were installed under the supervision of Port Authority personnel. The monitoring well construction logs

are included in Appendix A.

2.2.1 Monitoring Well Installation

Well construction materials consisted of 2-inch-diameter (Former Naporano Facility) and 4-inch-diameter (Former Hugo Neu Facility), schedule 40 PVC, well screens and riser pipe. The monitoring wells were constructed with 0.020-inch (20 slot) well screens; location-specific geologic conditions dictated well screen length. The well screens ranged from 3.5 to 8 ft in length. Groundwater was encountered during the drilling activities at 3.5 to 7 ft bgs. The annular space between the well screen and the formation was filled with filter pack to an elevation approximately 2 ft above the top of the screen. The remaining filter pack consisted of approximately 1 foot of finer sand on top of the filter pack. This finer filter pack was designed to act as a sand choke between the formation material and the well materials, and to limit the potential for grout to enter the well from above.

A bentonite seal was emplaced above the filter pack to prevent infiltration to the cement grout into the filter pack and well screen. The seal thickness was dependent on the stratigraphy at each location and ranged from 0.5 to 1.0 foot.

A cement-bentonite grout mixture was placed above the seal and extended to ground surface. All wells were completed with flush-mount construction casings. Cement pads were constructed around each well to provide drainage away from the wells. Protective PVC caps were placed on the PVC riser pipe. Locks were placed on the outside of the protective casings. Metal tags with the monitoring well I.D. number and the NJDEP well permit number were affixed to the manhole covers. Each well was given a locking vacuum cap. A concrete pad was constructed and a flush-mounted manhole cover was grouted in place to secure these locations.

2.2.2 Well Development

Each monitoring well was developed in accordance with the TRSR. Monitoring well development was performed in order to meet the following objectives:

- Remove materials that may have accumulated in the openings of the well screen during installation, and key the well screen and filter pack into the formation being monitored.
- Remove fine materials from the sides of the borehole that resulted from drilling procedures.
- Stabilize the fine materials remaining in the vicinity of the well to retard their movement into the well, increasing well yield.

- Provide an estimate of the well yield.

Monitoring well development was accomplished by overpumping the well using an appropriately sized pump. The pump was field-decontaminated, and new dedicated polyethylene tubing was used for each individual discharge line. To ensure that fine materials were removed during development, the pump intake was raised and lowered across the entire length of the well screen. Additionally, the pump was turned off and on and pumped at different rates during development to cause a surge effect to remove additional fine materials.

During development, field measurements of temperature, pH, specific conductivity, turbidity, and (at some locations) salinity were obtained at the beginning of development, during development and upon completion of development. Observations related to groundwater appearance were recorded.

The development procedures for the monitoring wells continued until the following goals were met or exceeded:

- Discharge became clear.
- Flow rate stabilized.
- At least five volumes of water were removed and the well pumped for a minimum of four hours.
- Turbidity readings were less than 50 NTUs as determined by a nephelometer.

2.2.3 Water Sampling Procedure Summary

Groundwater sampling occurred at the former Naporano Metals Facility on 21 September 1999 and at the former Hugo Neu Facility on 12 and 13 July 1999; all sampling was at least two weeks after development of the last well installed on site. During the groundwater sampling program at the former Hugo Neu site, monitoring well MW-C1 could not be located and therefore was not sampled. During the groundwater sampling program, all monitoring wells were purged and sampled according to low-flow protocol, using a field-decontaminated pump equipped with new, dedicated polyethylene and Teflon-lined discharge tubing. During purging, wells were pumped at a low rate (lower than the recharge rate) so that the drawdown was kept to the lowest possible amount. Water level measurements were taken to ensure that the water column was not purged to dryness.

Monitoring wells were purged until water quality parameters including temperature, pH, and specific conductivity stabilized (less a 10% variation) and turbidity levels were less than 50 NTUs. Purge rates for wells did not exceed the purge rates at which the monitoring wells were

developed. During well purging, groundwater was monitored for the presence of VOCs. Additional groundwater quality parameters including Eh (millivolts), salinity, and dissolved oxygen were obtained to provide additional water quality data. The groundwater sampling procedure employed during the sampling event is provided below.

1. Measure static water level in monitoring well using an electronic water level device to minimize disturbance to the water column.
2. Check for free product or sheen floating on water surface in the well.
3. Position low-flow pump in the water column with the intake placed at a point between the middle and top of the screened interval.
4. Purge the well using a low flow rate (<0.5 l/min) until indicator parameters (i.e., pH, conductivity, oxygen, etc.) have stabilized (Note: Goal during purging is to limit drawdown to < 0.1 m).
5. Collect groundwater samples using same flow rates as established during purging.
6. Fill sample bottles directly from the pump discharge avoiding excessive agitation of sample. Fill Volatile Organic Analysis (VOA) sample vials first, then remaining sample bottles.
7. Decontaminate pumps used for groundwater sampling prior to use according to the procedures described herein. One sample was collected from each monitoring well. All samples were separate grab samples.

Each water sample at the Former Naporano Facility was analyzed for TPHC, PP+40, VOCs + 15, total dissolved solids and total chlorides. Each water sample at the Former Hugo Neu Facility was analyzed for TPHC, PP+40, total suspended solids and total chlorides. Temperature, pH, and specific conductivity were measured in the field at both facilities. Groundwater COCs and labeling procedures are detailed in Section 2.3.3.

2.3 QUALITY ASSURANCE AND QUALITY CONTROL

In order to generate analytical data of known and defensible standards, quality assurance (QA) and quality control (QC) protocols for sampling and laboratory analysis were complied with in accordance with the requirements specified in N.J.A.C. 7:26E-2.1. This was conducted to ensure that samples obtained in the field were representative of the particular environment from which they were collected and were of satisfactory quality to meet the project objectives.

2.3.1 QA/QC Samples

2.3.1.1 Field Blanks

A field blank composite sample was taken during the groundwater sampling portion of the investigation. A field blank was conducted using two identical sets of cleaned sample containers. One set of containers was empty and served as the sample containers to be analyzed. The second

set of containers was filled with laboratory-demonstrated analyte-free water. At the field location, the analyte-free water was poured over the clean sample equipment (pump) and placed in the empty sample containers for analysis. The field blank was handled, transported, and analyzed in the same manner as samples acquired that day. The field blank was performed at the rate of one per sampling day per type of sampling equipment, and packaged with its associated matrix. The field blank for groundwater was analyzed for all of the same parameters as the samples collected that day.

2.3.1.2 Trip Blanks

Trip blanks are required only for aqueous sampling events for volatile organics and for soil samples collected with the methanol preservation method. Sample bottles for aqueous trip blanks were filled at the laboratory with laboratory-demonstrated analyte-free water. Sample bottles for trip blanks associated with the volatile soil samples collected using the methanol preservation method were filled and weighed at the laboratory with pesticide-grade methanol. The trip blanks traveled with the sample bottles and were not opened in the field. They were handled, transported, and analyzed along with the other samples. For aqueous samples, one trip blank was provided per shipment or two-day sampling event. For soil samples collected using the methanol preservation method, one trip blank accompanied each sample shipment.

2.3.2 EQUIPMENT DECONTAMINATION

2.3.2.1 Sampling Equipment Decontamination

All soil and groundwater sampling equipment, except heavy machinery and submersible pumps, were decontaminated using these procedures.

Soil sampling equipment was decontaminated according to the following procedure:

1. Non-phosphate detergent plus tap water wash.
2. Tap water rinse.
3. Distilled/deionized water rinse.

Groundwater sampling equipment was decontaminated and packaged in the laboratory, and dedicated for exclusive use at one sample location only. The laboratory utilized the following decontamination procedure:

1. Non-phosphate detergent plus tap water wash.
2. Tap water rinse.
3. Distilled/deionized water rinse.
4. 10% nitric acid solution rinse.
5. Distilled/deionized water rinse.
6. Methanol (pesticide-grade) rinse.*
7. Total air dry.

8. Distilled/deionized water rinse.

* Methanol was used in place of acetone since acetone was a target analyte.

All decontaminated sampling equipment was stored and handled as appropriate to prevent contamination. Information concerning the decontamination methodology, date, time, and personnel was recorded in the field logbook.

2.3.2.2 Heavy Machinery Decontamination

Prior to use on site, heavy equipment was steam cleaned or manually washed. Parts that were prone to contact with contaminated materials required more frequent cleaning to prevent cross-contamination of environmental samples. For example, augers and split-spoon sampling devices were steam cleaned between sampling locations.

2.3.2.3 Pump Decontamination

The pump used for evacuation of water from monitoring wells prior to sample collection was decontaminated to eliminate the possibility of contamination introduced by pump insertion.

The pump was cleaned and flushed between use at each monitoring well. The outside of the pump was manually washed using non-phosphate detergent and water, followed by a potable (tap) water rinse. The pump was then flushed with 20 gallons of potable water pumped through the housing and hose. After completion of the flushing, the exterior housing was rinsed with distilled and deionized water. Rinsate from the pump decontamination was collected in drums for disposal. After each use, the hose was cut up into manageable-sized pieces and disposed of with other investigation-derived wastes.

2.3.2.4 Monitor Well Casing and Screen Decontamination

Before installation, well casings and screens were manually scrubbed in the field to remove foreign material. Casings and screens were also thoroughly steam cleaned to remove all traces of oil and grease which may have been present, especially at threaded joints. Casings were carefully handled and stored to prevent cross-contamination prior to installation.

2.3.3 SAMPLE DOCUMENTATION

During sampling, all activities were recorded in a logbook to provide an accurate record of the sampling event and the procedures followed. Entries made by sampling personnel in the logbook included:

- Date/Time/Weather
- Sampler/Geologist/Soil Scientists' Names

- Sample Point Identification (including location, matrix, and sample depth)
- Sketch Showing the Sampling Point Location (including reference distances)
- Soil Profile
- Sample Size
- Sampling Equipment Used
- Field Measures (where appropriate)
- General Comments (e.g., odor, staining, etc.)

The field crew also labeled each sample container with the appropriate information necessary to identify the sample as listed below:

- Unique Sample Identification Number
- Date
- Time of Sampling
- Name
- Preservation
- Analyses
- Sampler's Initials

This information was then supplemented and cross-referenced on a COC form, providing documentation of the handling of each sample from collection to arrival at the laboratory.

The COC was completed by the field crew and signed by the sampler and all personnel handling the samples before the samples were relinquished to the laboratory. The COC contained the following information:

- Project Name
- Date
- Sampler's Initials
- Sample Identification Number
- Name/Description of Sample (Analytical Parameters)
- Preservation
- Number of Containers
- Holding Conditions and Locations
- Signature of all Handlers and Date and Time of Transfers
- Organization or Affiliation of all Handlers and Reason for Transfer

All samples were preserved at the time of collection and packaged in coolers of sufficient size to hold all containers, ice, and packing material to prevent breakage. Coolers were of suitable type and integrity to transport the samples.

At the laboratory, receipt of samples was recorded on the COC form by laboratory personnel. The original or a copy of the form was returned to the shipper. The COC record was checked by laboratory personnel against the information regarding the analysis requested. If any discrepancies

were discovered, they were resolved with the person requesting the analysis and recorded to provide a permanent record of the event. A record of the information detailing the handling of a particular sample through each stage of analysis was provided by completing a laboratory chronicle form. This form typically provides the following information:

- Job Reference
- Sample Matrix
- Sample Number
- Date Sampled
- Date and Time Received by Laboratory
- Holding Conditions
- Analytical Parameter
- Extraction Date/Time and Extractor's Initials
- Analysis Date/Time and Analyst's Initials
- QA Batch Number, Date Reviewed, and Reviewer's Initials

2.3.4 LABORATORY ANALYTICAL QUALITY ASSURANCE PROCEDURES

Analyses of samples were performed in accordance with NJDEP and U.S. Environmental Protection Agency (USEPA) methodologies.

The contract laboratory provided sample containers for the requested analyses appropriate for analysis of each matrix. The sample containers were of sufficient size to permit replicate analyses to be run from the sample matrix. All unused portions of samples will be archived by the laboratory until written notification from the Port Authority regarding their disposition is received. The contract laboratory will also retain samples and sample extracts in a sample archive for future analyses if requested by Port Authority representatives.

Calibration and periodic inspection of laboratory instruments was in accordance with USEPA and/or the manufacturer's specifications. Reference standards and QC samples (spikes, blanks, and duplicates) were used as necessary to determine the accuracy and precision of procedures, instruments, and operators. If QC sample analysis results indicated QC values outside the control limit range, sample analysis was suspended until the instrument was recalibrated. In general, the following quality control requirements applied to all samples:

- Analysis of an appropriate blank with every set.
- Analysis of at least one standard at midrange concentration (preferably an additional standard near the detection level).
- Annual analysis of external reference samples.
- Annual analysis of split or double blind each method and parameter.
- Laboratories must keep records of the following samples.
- Determination of a detection limit for information:
 - Date, title, analytical method name, and reference
 - Time of analysis
 - Details of methods not specified in referenced procedures, sample numbers

- All raw data (measurements)
- Calculations
- Results
- Equipment used, and instrumental parameters
- Analyst signature or initials.

QC data was reported with the analytical results. The laboratory provided as a final report reduced-data deliverables as per N.J.A.C 7:26E, Appendix A, Sections III and IV.

2.4 WASTE MANAGEMENT

Types of waste material generated during the site investigation included soil drilling cuttings, monitoring well development groundwater, decontamination rinsates, expendable materials, and personal protective equipment (e.g., gloves, towels, etc.).

Soil cuttings from borings and holes converted to monitoring wells were inspected for contamination by field observation (visual and odor) and instruments (HNU meter). When the material was not contaminated based on field observations, the facility environmental coordinator located an area at the work site to reuse the material as backfill. The material may have been used on site in areas outside the work area, providing the area had similar subsurface characteristics or results of the soil analysis are below the residential cleanup criteria. This determination was the responsibility of the facility environmental coordinator. Material that could not be reused on site was properly disposed of off site utilizing the Port Facility Call-in Disposal Contractor.

Prior to pumping water from a monitoring well, a sample was obtained using a clear-bottom Teflon bailer. The water sample was inspected for contamination by observation (visual and odor), HNU measurements, and field tests (pH). If the water was not contaminated based on the field inspection, the water was reapplied to the ground surface in a manner not to allow water to run off site or over stained areas.

SECTION 3.0

SURVEYING

Table B-1 of Appendix B provides the final latitude, longitude and elevation to the nearest 0.01 foot of all borings and wells installed by Port Authority personnel. The data is presented in North American Datum (NAD) 83 format. The elevation for all monitoring wells is measured from the top of the well casing. The elevation for all soil borings is measured from ground surface. Survey data was not collected for borings installed by Excel. The locations presented in Table B-2 of Appendix B and Figure 3 were scaled off from the figure provided by Excel in their March 1999 Report (Figure 3 - Proposed Soil Boring Locations, *Preliminary Assessment Report and Site Investigation Work Scope Technical Report and Appendices*, Excel Environmental Resources, Inc., March 1999).

SECTION 4.0

RESULTS

4.1 SOIL SAMPLING RESULTS

The analytical results of the soil samples and associated trip blanks collected by Port Authority and Excel. personnel at the Former Naporano and Hugo Neu Facilities are contained in Tables 2 through 12.

- Table 2 summarizes results of VOC analyses performed on the soil samples collected by the Port Authority.
- Table 3 summarizes results of SVOC analyses performed on the soil samples collected by the Port Authority.
- Table 4 summarizes results of PCBs analyses performed on the soil samples collected by the Port Authority.
- Table 5 summarizes results of pesticide analyses performed on the soil samples collected by the Port Authority.
- Table 6 summarizes results of inorganic analyses performed on the soil samples collected by the Port Authority.
- Table 7 summarizes results of TPHC analyses performed on the soil samples collected by the Port Authority.
- Table 8 summarizes results of VOC analyses performed on the soil samples collected by Excel.
- Table 9 summarizes results of SVOC analyses performed on the soil samples collected by Excel.
- Table 10 summarizes results of PCBs analyses performed on the soil samples collected by Excel.
- Table 11 summarizes results of inorganic analyses performed on the soil samples collected by Excel.
- Table 12 summarizes results of THPC analyses performed on the soil samples collected by Excel.

4.2 GROUNDWATER SAMPLING RESULTS

The analytical results of the groundwater samples collected by the Port Authority personnel from the monitoring wells located at the former Naporano and Hugo Neu Facilities are contained in Tables 13-17.

- Table 13 summarizes the VOC analyses performed on the groundwater samples.
- Table 14 summarizes the results of the SVOC analyses performed on groundwater samples.
- Table 15 summarizes the PCB and pesticide analyses performed on the groundwater samples.
- Table 16 summarizes the inorganic analyses performed on the groundwater samples.
- Table 17 summarizes the results of the TPHC analyses performed on the groundwater samples.

Port Authority Lease No. L-PN-264
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 15th day of February, 2003, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (the said agreement of lease, as it has heretofore been amended, modified and supplemented, being hereinafter called the "Lease") covering certain premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

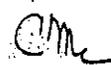
WHEREAS, in connection with the issuance of bonds by the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (hereinafter called the "EDA") for the financing of certain improvements to the premises under the Lease, the Lessee proposes to enter into a sublease agreement with the Lessee as sub-lessor and the EDA as sub-lessee dated as of February 15, 2003 (hereinafter called the "EDA Sublease"), pursuant to which the Lessee would sublease such premises to the EDA, and further in the same agreement proposes to enter into a sub-sublease agreement with the EDA as sub-sub-lessor and the Lessee as sub-sub-lessee, dated as of February 15, 2003 (hereinafter referred to as the "Financing Sublease"; the EDA Sublease and the Financing Sublease, being hereinafter collectively called the "Subleases") pursuant to which the EDA simultaneously with the execution of the EDA Sublease would sub-sublease the said premises back to the Lessee;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Notwithstanding anything to the contrary set forth in the Lease, including without limitation thereto the provisions of subparagraph (6) of paragraph (a) of Section 8 thereof, of paragraphs (a) and (b) of Section 18 thereof, and of subparagraph (4) of paragraph (a) of Section 25 thereof, the Lessee may enter into the Subleases, subject to the prior written consent of the Port Authority.

2. Except as hereby amended, all the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect.

CONFORMED COPY



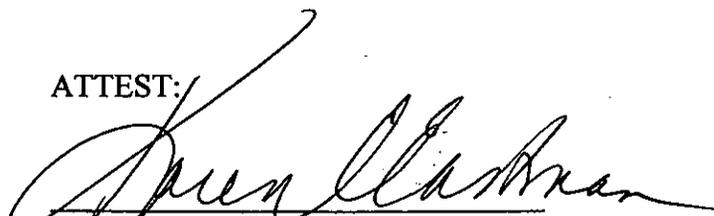
3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for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

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

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

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

ATTEST:


(Secretary)

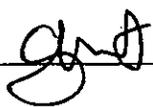
THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

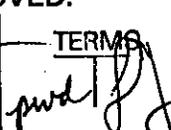
By 
~~RICHARD M. LARRABEE~~
MURPHY ROM'S (Title) DEP. DIRECTOR, PORT COMMERCE DEPT.
(Seal)

WITNESS:



PORT NEWARK CONTAINER
TERMINAL LLC

By 
(Title) Manager

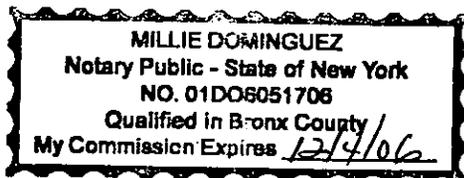
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|--|---|
| APPROVED: | |
| FORM  | TERMS  |

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 21ST day of FEBRUARY in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared MURON RONIS ~~RICHARD H. LANGE~~ DEP. DIRECTOR, PORT COMMERCE DEPT. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Millie Dominguez
(notarial seal and stamp)

FOR THE LESSEE

STATE New Jersey)
)ss.
COUNTY OF Middlesex)

On the 19TH day of February in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Gary Willmot personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael Bellifemini
MICHAEL BELLIFEMINI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 24, 2007

(notarial seal and stamp)

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, as amended, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, the Company, as lessee, and The Port Authority of New York and New Jersey (the "Port Authority"), as lessor, are parties to a certain Lease Agreement dated December 1, 2000 (No. L-PN-264) (as amended, the "Lease") covering a certain marine terminal facility located in Port Newark, New Jersey (the "Terminal");

WHEREAS, the Company has undertaken extensive demolition, construction and improvements at the Terminal (the "Project"), as required or otherwise allowed or contemplated under the Lease, which Project is more particularly described on Exhibit A to these Resolutions;

WHEREAS, the Company has made application to The New Jersey Economic Development Authority ("NJEDA") to obtain financial assistance for the Project and, by preliminary resolution adopted on August 8, 2000, NJEDA has accepted the application of the Company;

WHEREAS, by further resolution dated November 12, 2002 (the "Bond Resolution"), NJEDA has authorized the issuance of its Special Facility Revenue Bonds (Port Newark Container Terminal LLC Project) Series 2003 (the "Bonds"), in an amount not to exceed \$125,000,000, to provide funds to finance the Project, including the payment of issuance costs incurred by the Company for the Bonds;

WHEREAS, in connection with the issuance of the Bonds, and the transactions contemplated thereby (collectively, the "Bond Transactions"), there has been presented to the managers for their consideration a substantially final draft of the bond documents listed on Schedule A hereto (the "Bond Documents"), the Port Authority documents listed on Schedule B hereto (the "Port Authority Documents"), the bank documents listed on Schedule C hereto (the "Bank Documents") (the Bank Documents and the Bond Documents shall be collectively referred to herein as the "Transaction Documents"), and the Preliminary Official Statement (the "Preliminary Official Statement").

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Transaction Documents be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that the Bond Transactions be, and hereby are, authorized and approved, and that the form of the Preliminary Official Statement (and any final Official Statement derived therefrom) be, and hereby is, approved and deemed final, and that such Preliminary Official Statement (and any final Official Statement derived therefrom) be delivered in accordance with the Bond Transactions; and it is further

RESOLVED, that all actions taken by the managers of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and officers of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents, certificates and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Transaction Documents, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or officer executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers; and it is further

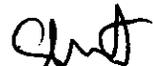
RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Transaction Documents, or any other instrument or documents executed pursuant to or in connection with the Transaction Documents; all such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this ____ day of January, 2003.



Rob Scavone

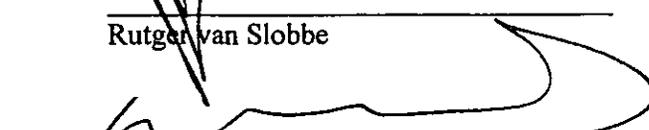


Gary Willnot

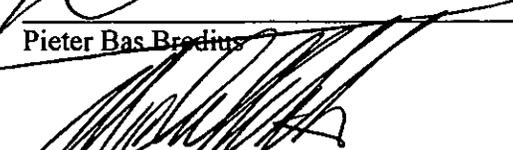


Chris Lytle

Rutger van Slobbe



Pieter Bas Bredius



Michael White

EXHIBIT A

Project Description

The Project will include one or more of the following: (a) the upgrading of the waterside crane beam, extension of the landside crane beam, and installation of new crane rails; (b) the removal, repair and/or upgrading of the existing pavement, where necessary, and the construction of new heavy duty pavement; (c) the construction of a new entry complex, including gatehouse, weigh houses and pre-check facilities, together with outfitting thereof; (d) the construction or renovation of administration buildings, maintenance and repair facilities and other ancillary buildings, together with outfitting thereof; (e) the removal or demolition of buildings and other structures not required by PNCT; (f) the strengthening of adjacent berths to permit dredging to fifty feet; (g) the dredging of two berths to accommodate vessels having fifty foot alongside drafts; (h) the upgrading of the container yard, including the installation of high mast lighting towers, water mains, underground high voltage electrical systems, storm drains, utility pipes, reefer racks and conduits; (i) the installation of a closed circuit TV system and security fencing for the entire terminal; (j) the purchase and installation of additional piling, including pile coating, pile extensions and stiffeners to permit strengthening of the wharf to accommodate increased alongside drafts; (k) the construction of new substations for the new high voltage system; (l) the excavation and disposal of materials; (m) the installation of rail switches and removal and replacement of railroad tracks and ties, where necessary; (n) the installation of traffic improvements; and (o) improvements to the PNCT rail yard.

Schedule A

Bond Documents

- Lease Agreement between NJEDA and the Company (Draft No. 11 dated January 6, 2003)
- Guaranty Agreement from the Company to Deutsche Bank Trust Company Americas (Draft No. 8 dated January 6, 2003)
- Administration Expense Guaranty Agreement from the Company to NJEDA (Draft No. 8 dated January 6, 2003)
- Letter of Representation from the Company to Solomon Smith Barney Inc. and NJEDA (Draft dated January __, 2003)
- Bond Purchase Agreement between NJEDA and Solomon Smith Barney Inc., as approved and accepted by the Company (Draft dated January __, 2003)
- Remarketing Agreement between the Company and Solomon Smith Barney Inc. (Draft dated January __, 2003)
- Tax Certificate and Agreement (Draft dated January __, 2003)

Schedule B

Port Authority Documents

- Lease Supplement No. 6 between the Port Authority and the Company (Draft transmitted for review by Neil Reid of the Port Authority under cover of his e-mail dated November 19, 2002)
- Consent to Subleases Agreement by and among the Port Authority, the Company, NJEDA and Deutsch Bank (Draft No. 9 dated January 6, 2003)

Schedule C

Bank Documents

- Reimbursement Agreement by and among Citibank, N.A., as Issuing Lender and as Administrative Agent, the Lenders (as defined in the Reimbursement Agreement) other than Citibank N.A., and the Company (MTHM Draft 1/10/03)

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 31, 2005, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-3", together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area, and the said structures, fixtures, improvements and other property (all of which is sometimes hereinafter in this Agreement called "the Additional Premises") to be and become a part of the premises under the Lease at 12:01 o'clock A.M. on June 1, 2005 let to the Lessee, subject to and in accordance with all of the terms, covenants and conditions of the Lease as herein amended, for a term expiring at 11:59 o'clock P.M. on August 31, 2015, unless sooner terminated. The parties hereby acknowledge that the Additional Premises constitute non-residential property.

CONFORMED COPY

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2. The Lessee shall use the Additional Premises solely for the storage of chassis and such other equipment as shall have the prior consent of the Port Authority and used in connection with its container terminal operations under the Lease, and for no other purpose or purposes whatsoever.

3. The Port Authority shall deliver the Additional Premises to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Additional Premises and has found it in good order and repair and has determined it to be suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the Additional Premises in its "as is" condition and the Port Authority shall have no obligations under the Lease as herein amended for finishing work or preparation of any portion of the Additional Premises for the Lessee's use.

4. 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 suitability of the Additional Premises for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Additional Premises will be used initially or at any time during the letting thereof under the Lease as herein amended which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property.

5. The Port Authority shall have no obligation to supply to the Lessee any services or utilities in the Additional Premises.

6. In addition to all other rentals payable under the Lease as herein amended, the Lessee shall pay a basic rental for the Additional Premises at the annual rate of Two Hundred Eighty-eight Thousand Six Hundred Seventy-one Dollars and Seven Cents (\$288,671.07) payable in advance in equal monthly installments of Twenty-four Thousand Fifty-five Dollars and Ninety-two Cents (\$24,055.92) on June 1, 2005 and on the first day of each calendar month thereafter during the term of the letting of the Additional Premises. The basic rental set forth in this paragraph shall be adjusted during the term of the letting of the Additional Premises in accordance with the provisions of subparagraph (b) of paragraph 7 of this Agreement.

7. (a) As used in subparagraph (b) of this paragraph:

(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 May 2005 and the calendar month of May (excluding May 2015) in each calendar year which thereafter occurs during the term of the letting of the Additional Premises under the Lease as herein amended.

(3) "Adjustment Period" shall mean, as the context requires, the calendar month of May 2006 and the calendar month of May in each calendar year which thereafter occurs during the term of the letting of the Additional Premises under the Lease as herein amended.

(4) "Anniversary Date" shall mean, as the context requires, June 1, 2006 and each anniversary of such date which thereafter occurs during the term of the letting of the Additional Premises under the Lease as herein amended.

(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 of the Additional Premises under the Lease as herein amended, as the case may be, both dates inclusive, in lieu of the basic rental set forth in paragraph 6 hereof the Lessee shall pay a basic rental for the Additional Premises at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the basic rental payable for the Additional Premises immediately prior to such Anniversary Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this subparagraph) the product obtained by

multiplying such basic rental by one hundred percent (100%) of the Percentage Increase for such Anniversary Date; or

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

Notwithstanding any other provision of the Lease as herein amended, the basic annual rental that shall be payable pursuant to paragraph 6 hereof and this paragraph for the Additional Premises 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 of the Additional Premises under the Lease as herein amended, as the case may be, both dates inclusive, shall in no event exceed the product obtained by multiplying the basic rental payable for the Additional Premises immediately prior to such Anniversary (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this subparagraph) by one hundred four percent (104%). For example, if the Percentage Increase for the calendar month of May 2006 is shown to be three percent (3%) then the basic annual rental payable under paragraph 6 hereof and this paragraph for the one-year period commencing June 1, 2006 shall be \$288,671.07 plus three percent (3%) thereof or \$297,331.20, but if (1) said increase is shown to be two percent (2%) then the basic annual rental for that one-year period shall be \$295,887.85, and if (2) said increase is shown to be five percent (5%) then the basic annual rental for that one-year period shall be \$300,217.91.

(c) In the event the Index to be used in computing any adjustment referred to in subparagraph (b) of this paragraph 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 subparagraph (b) of this paragraph 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.

8. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Additional Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

9. (a) As used in this Agreement, the following terms shall have the meanings set forth below:

(1) "Environmental Damage" and "Environmental Damages" shall mean any one or more of the following: (i) the presence on, about or under the Additional Premises of any Hazardous Substance whose presence occurred during the term of the letting of the Additional Premises under the Lease as herein amended or resulted from any act or omission of the Lessee or others during the term of the letting of the Additional Premises under the Lease as herein amended, and/or (ii) the disposal,

release or threatened release of any Hazardous Substance from the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Facility or elsewhere as a result of the Lessee's use and occupancy of the Additional Premises or a migration of a Hazardous Substance from the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, and/or (iv) any personal injury, including wrongful death, property damage and/or natural resource damage arising out of or related to any such Hazardous Substance, and/or (v) the violation of any Environmental Requirements pertaining to any such Hazardous Substance, the Additional Premises and/or the activities thereon.

(2) "Environmental Requirement" and "Environmental Requirements" shall mean all applicable (as applicability is set forth and defined in paragraph (b) of Section 11 of the Lease) present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all Governmental Authorities and all applicable (as applicability is set forth and defined in paragraph (b) of Section 11 of the Lease) judicial, administrative and regulatory decrees, judgments and orders 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, remediation and mitigation of the 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; and

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

(3) "Hazardous Substance" and "Hazardous Substances" shall mean and include, without limitation, 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 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 regulation or removal 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 Environmental Requirement.

(4) "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 the Lease as herein amended.

(b) Without limiting the generality of any of the other terms and provisions of the Lease as herein amended, the Lessee hereby expressly agrees to assume all responsibility for, and any and all risks of any kind whatsoever caused by, arising out of or in connection with, the conditions of the Additional Premises from and after the date of the letting of the Additional Premises under the Lease as herein amended, including without limitation all Environmental Requirements and all Environmental Damages and, except for Environmental Damages arising from the sole negligent acts of the Port Authority, the Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, agents and employees from and against all such risks and responsibilities and all Environmental Damages and Environmental Requirements (including, without limitation, all fines, penalties, payments in lieu of penalties, and legal expenses incurred by the Port Authority in connection therewith). 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.

(c) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in

the Lease as herein amended, the Lessee shall at its sole cost and expense and in accordance with and subject to the provisions of Section 20 of the Lease, upon notice from the Port Authority, promptly take all actions to completely remove and remediate: (1) any Hazardous Substance present on, about or under the Additional Premises whose presence occurred during the term of the letting of the Additional Premises under the Lease as herein amended or resulted from any act or omission of the Lessee or others during the term of the letting of the Additional Premises under the Lease as herein amended, (2) any Hazardous Substance disposed of or released from the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, and (3) any Hazardous Substance present on, about or under other property at the Facility or elsewhere whose presence resulted from the Lessee's use and occupancy of the Additional Premises or which migrated from the Additional Premises to such other property during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, which any Governmental Authority or any Environmental Requirements or any violation thereof require to be removed and/or remediated, or which in the sole opinion of the Port Authority are necessary to mitigate Environmental Damages, including, but not 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 cleanup, remediation, mitigation, containment, operation, maintenance, monitoring or restoration work; the standard for any of the foregoing shall be that which requires the lowest level or presence of a particular Hazardous Substance under the laws of the United States or the State of New Jersey, with the strictest to be applied, and which does not require any restriction on the possible use of the Additional Premises or such other property. The Lessee agrees that with respect to any of its obligations set forth above in this paragraph it will not make any claim against the Port Authority and/or the City of Newark for contribution under any Environmental Requirement. Any actions required under this paragraph shall be performed in a good, safe and workmanlike manner and shall minimize any impact on activities off the Additional Premises. The Lessee shall promptly provide to the Port Authority all copies of test results and reports generated in connection with such actions. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property.

(d) Without limiting any other of the Lessee's obligations under the Lease as herein amended, the Lessee shall provide the Manager of the Facility at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, test results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages, and as may be necessary for the preparation of any application, registration, statement, certification, notice, non-applicability affidavit, communication, negative declaration, clean-up plan or other information, documentation or communication required by the Environmental Requirements and the Lessee shall promptly swear to, sign or otherwise fully execute the same. 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 and at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise 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 at the same time such are provided to a Governmental Authority and by a Governmental Authority to the Lessee at the time the same are provided to the Lessee with respect to any Environmental Requirements.

(e) Notwithstanding any other provision of this paragraph, all of the Lessee's obligations, undertakings and responsibilities under this paragraph shall apply to any Environmental Damage involving any Hazardous Substance whose presence on, about or under the Additional Premises occurred prior to the commencement of the term of the letting of the Additional Premises under the Lease as herein amended if any clean-up, remediation or other response action, or indemnification or other action under this paragraph is required with respect to such Environmental Damage as a result of (1) any violation by the Lessee or the Lessee's Representative, as hereinafter defined, of any Environmental Requirements pertaining to such Hazardous Substance, the Additional Premises and/or the activities thereon, or any failure by the Lessee or the Lessee's Representative to observe and comply with any Port Authority requirements, directives and procedures regarding any Hazardous Substance on, about or under the Additional Premises, including without limitation those set forth in any design guidelines, best management practices, agreements (including voluntary agreements) with Governmental Authorities, or construction guidelines which have been or may be established by the Port Authority for the Facility and submitted to the Lessee, and/or (2) any negligent act or omission by the Lessee or the Lessee's Representative with

respect to such Hazardous Substance. For purposes of this paragraph, "Lessee's Representative" shall mean its officers, employees, agents, representatives, contractors, customers, guests, invitees, or other persons who are doing business with the Lessee or are on the Additional Premises with the Lessee's consent.

(f) Without limiting the Port Authority's remedies that it may have under the Lease as herein amended or at law or in equity, the Port Authority shall have the right during the term of the letting of the Additional Premises under the Lease as herein amended and subsequent to the termination or expiration thereof to such equitable relief, including restraining injunctions and declaratory judgments, as may be required to enforce compliance by the Lessee with its environmental obligations under this paragraph. In the event the Lessee fails to comply with or perform any of its obligations hereunder, the Port Authority at any time during the term of the letting of the Additional Premises under the Lease as herein amended and subsequent to the termination or expiration thereof may elect (but shall not be required) to perform such obligations and the Lessee shall pay to the Port Authority upon demand its costs thereof, including all overhead costs as determined by the Port Authority.

(g) Notwithstanding any other provision of this paragraph, and without limiting the generality of subparagraph (e) of this paragraph, the Lessee's obligations, undertakings and responsibilities under this paragraph shall not apply to any Environmental Damage involving any Hazardous Substance which migrated or shall migrate onto the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended (hereinafter called the "Migrated Hazardous Substance"), except that such obligations, undertakings and responsibilities under this paragraph shall apply to any Environmental Damage involving any Migrated Hazardous Substance if any clean-up, remediation or other response action, or indemnification or other action under this paragraph is required with respect to such Environmental Damage as a result of (1) any violation by the Lessee or the Lessee's Representative of any Environmental Requirements pertaining to such Migrated Hazardous Substance, the Additional Premises and/or the activities thereon, or any failure by the Lessee or the Lessee's Representative to observe and comply with any Port Authority requirements, directives and procedures regarding any Hazardous Substance on, about or under the Additional Premises, including without limitation those set forth in any design guidelines, best management practices, agreements (including voluntary agreements) with Governmental Authorities, or construction guidelines which

have been or may be established by the Port Authority for the Facility and submitted to the Lessee, and/or (2) any act or omission of the Lessee or the Lessee's Representative with respect to such Migrated Hazardous Substance.

(h) The Lessee agrees that in any legal action or proceeding in which the Port Authority and the Lessee are opposing parties the Lessee shall have the burden of proof, as hereinafter defined, as to any and all issues of fact with respect to: (1) whether the presence of any Hazardous Substance on, about or under the Additional Premises occurred prior or subsequent to the commencement of the term of the letting of the Additional Premises under the Lease as herein amended; (2) whether any Hazardous Substance disposed of or released from the Additional Premises or which migrated from the Additional Premises came to be present on, about or under the Additional Premises prior or subsequent to the commencement of the term of the letting of the Additional Premises under the Lease as herein amended; and (3) whether the Lessee exacerbated any pre-existing environmental condition so as to cause a Hazardous Substance to first become regulated during the term of the letting of the Additional Premises under the Lease as herein amended. For purposes of this paragraph, "burden of proof" shall mean both the legal burden of going forward with the evidence and the legal burden of establishing the truth of any fact by a preponderance of the evidence.

(i) Without limiting the generality of any other term or provision of the Lease as herein amended, the obligations of the Lessee under this paragraph shall survive the expiration or termination of the letting of the Additional Premises under the Lease as herein amended.

10. The Lessee acknowledges that it has been informed of the presence of the monitor well designated as "MW-30" on Exhibit A-3 hereto and maintained in connection with the New Jersey Department of Environmental Protection Remedial Investigation Case No. 95-10-11-1156-27 (hereinafter respectively called "the Monitor Well", "the NJDEP", and "the Investigation"). The Port Authority, for the benefit of itself, its employees, agents, representatives, contractors, subcontractors and designees, shall have the right to enter upon the Additional Premises for the purpose of access to the Monitor Well exercisable seven (7) days a week and twenty-four (24) hours a day. The right of entry and access provided for in this paragraph with respect to the Monitor Well shall be sufficient at all times for the Port Authority to comply fully with any Environmental Requirements concerning the Investigation or related matters including, without limitation, the right to

maintain, repair, and effect closure of the Monitor Well. Notwithstanding any provision set forth in the Lease as herein amended, the Lessee shall have no obligations with respect to the maintenance or repair or the closure of the Monitor Well except as shall apply under paragraph (b) of Section 16 of the Lease.

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

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

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

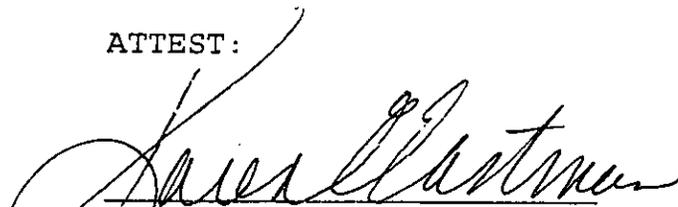
14. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port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

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

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

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY



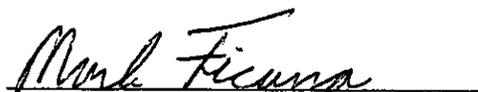
SECRETARY

By 

RICHARD M. LARRABEE
(Title) DIRECTOR, PORT COMMERCE DEPT.
(Seal)

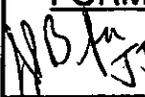
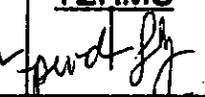
WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC



By 

DONALD P. HAMM
(Title) PRESIDENT

| | |
|---|---|
| APPROVED: | |
| <u>FORM</u> | <u>TERMS</u> |
|  |  |

(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 \$1.55*

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of Not Applicable

(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, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) 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.

* during the period from June 1, 2005 through May 31, 2006; the rate thereafter to be adjusted during the term of the letting proportionately to the adjustment in basic rental in accordance with the provisions of paragraph 7 hereof.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ~~July~~ 25th day of May in the year 2006,
before me, the undersigned, RICHARD M. LARRABEE Notary Public in and for said state,
personally appeared DIRECTOR, PORT COMMERCE DEPT., 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.

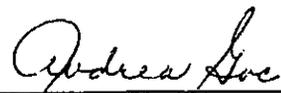


(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AMB101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

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

On the 6th day of December in the year 2005,
before me, the undersigned, a Notary Public in and for said state,
personally appeared DONALD P. HAMM, 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.



(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/07

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 7 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the addition of a four acre area to the Lease (the "Additional Premises"), as such Additional Premises are more fully depicted on Exhibit A-3 attached to the Lease Supplement.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

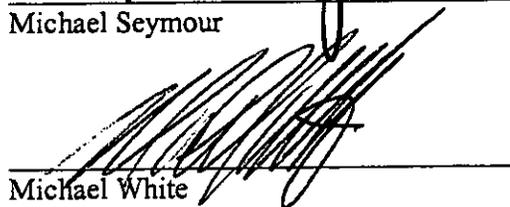
such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 16 day of November, 2005.



Michael Seymour



Michael White



Eta O'Brien

Emile Hoogsteden



Stephen Edwards



Philip Sourry

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 7 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the addition of a four acre area to the Lease (the "Additional Premises"), as such Additional Premises are more fully depicted on Exhibit A-3 attached to the Lease Supplement.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

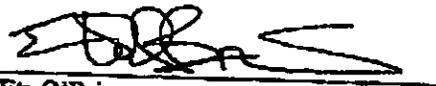
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 16 day of November, 2005.



Michael Seymour



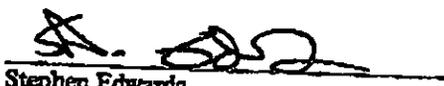
Michael White



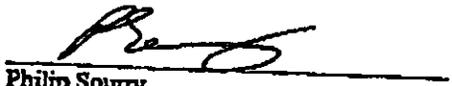
Eta O'Brien



Emile Hoogsteden



Stephen Edwards



Philip Sourry

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 31, 2005, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease of the premises shown on Exhibit A-2 annexed to Supplement No. 1 to the Lease (hereinafter called "the Exhibit A-2 Premises") is hereby extended for the period ending at 11:59 o'clock P.M. on December 31, 2006, unless sooner terminated, at the annual rate of Sixty-eight Thousand Six Hundred Forty-five Dollars and Eighty-five Cents (\$68,645.85) payable in advance in equal monthly installments of Five Thousand Seven Hundred Twenty Dollars and Forty-nine Cents (\$5,720.49) on September 1, 2005 and on the first day of each calendar month thereafter during the extension of the term of the letting of the Exhibit A-2 Premises.

2. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Exhibit A-2 Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

3. The Rail Facility Container Lift Fee for each Rail Container Lift, as such terms are defined in paragraph 8(a) of Supplement No. 1 to the Lease, shall be Twenty-eight Dollars and Four Cents (\$28.04) during the extended term of the letting of the Exhibit A-2 Premises and shall be adjusted during such period

CONFORMED COPY

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in accordance with the provisions of subparagraph (b) of paragraph 4 of this Agreement.

4. (a) As used in subparagraph (b) of this paragraph:

(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 the calendar month of December 2004.

(3) "Adjustment Period" shall mean the calendar month of December 2005.

(4) "Anniversary Date" shall mean January 1, 2006.

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

(b) Commencing on the Anniversary Date and continuing through to the expiration date of the term of the letting of the Exhibit A-2 Premises, in lieu of the Rail Facility Container Lift Fee set forth in paragraph 3 hereof the Lessee shall pay a Rail Facility Container Lift Fee at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the Rail Facility Container Lift Fee payable immediately prior to the Anniversary Date the product obtained by multiplying such Rail Facility Container Lift Fee by one hundred percent (100%) of the Percentage Increase for the Anniversary Date;
or

(2) the product obtained by multiplying the Rail Facility Container Lift Fee payable immediately prior to the Anniversary Date by one hundred two and five one-hundredths percent (102.5%).

Notwithstanding any other provision of the Lease as herein amended, the Rail Facility Container Lift Fee payable pursuant to

paragraph 3 hereof and this paragraph for the Exhibit A-2 Premises commencing with the Anniversary Date and continuing through to the expiration date of the term of the letting of the Exhibit A-2 Premises under the Lease as herein amended shall in no event exceed the product obtained by multiplying the Rail Facility Container Lift Fee payable immediately prior to the Anniversary Date by one hundred four percent (104%). For example, if the Percentage Increase for the calendar month of December 2005 is shown to be three percent (3%) then the Rail Facility Container Lift Fee payable under paragraph 3 hereof and this paragraph for the one-year period commencing January 1, 2006 shall be Twenty-eight Dollars and Four Cents (\$28.04) plus three percent (3%) thereof or Twenty-eight Dollars and Eighty-eight Cents (\$28.88), but if (1) said increase is shown to be two percent (2%) then the Rail Facility Container Lift Fee for that one-year period shall be \$28.74, and if (2) said increase is shown to be five percent (5%) then the Rail Facility Container Lift Fee for that one-year period shall be \$29.16.

(c) In the event the Index to be used in computing any adjustment referred to in subparagraph (b) of this paragraph is not available on the effective date of such adjustment, the Lessee shall continue to pay the Rail Facility Container Lift Fee 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 Rail Facility Container Lift Fee shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the adjustment to the Rail Facility Container Lift Fee 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 the Rail Facility Container Lift Fee and upon demand shall pay any excess in the Rail Facility Container Lift Fee due for such period as recomputed over amounts theretofore actually paid on account of the Rail Facility Container Lift Fee for such period. If such change or adjustment results in a reduction in the Rail Facility Container Lift Fee due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the Rail Facility Container Lift Fee as recomputed for that period and amounts of the Rail Facility Container Lift Fee actually paid.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect, including without limitation the termination rights of the parties set forth in paragraph 10 of Supplement No. 1 to the Lease.

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

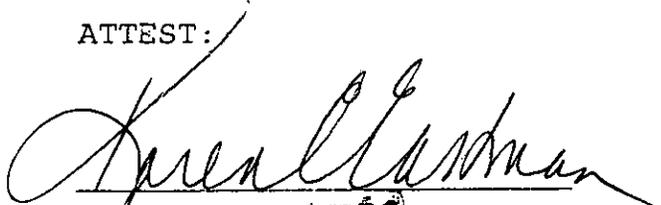
7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution,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

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

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

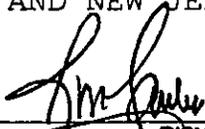
IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:



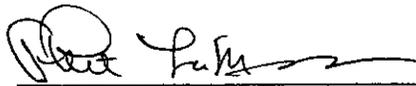
SECRETARY

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

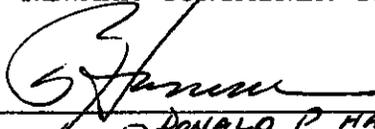
By 

RICHARD M. LARRABEE
(Title) **DIRECTOR, PORT COMMERCE DEPT.**
(Seal)

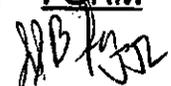
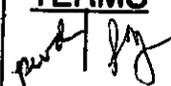
WITNESS:



PORT NEWARK CONTAINER TERMINAL LLC

By 

DONALD P. HAMM
(Title) **PRESIDENT**

| | |
|---|---|
| APPROVED: | |
| FORM | TERMS |
|  |  |

(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, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) 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.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

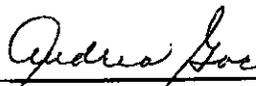
On the 27th day of September in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared **RICHARD M. LARRABEE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the 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.


(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF *New Jersey*)
) ss.
COUNTY OF *Essex*)

On the 7th day of July in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared *Ronald P. Humen*, 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.


(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/07

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., Farrell Lines Inc., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 8 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to an extension of the term of letting of the Exhibit A-2 Premises, as such Exhibit A-2 Premises are more fully depicted on Exhibit A-2 attached to Supplement No. 1 to the Lease.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this ____ day of May, 2006.



Philip Sourry

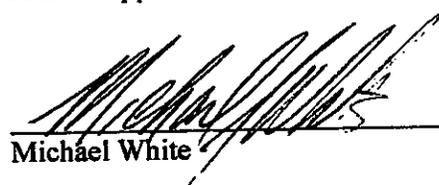


Michael Seymour



Nicholas P. Taro

John Loepprich



Michael White



Stephen Edwards

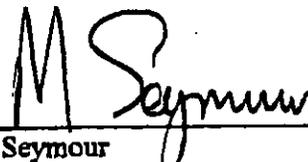
such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

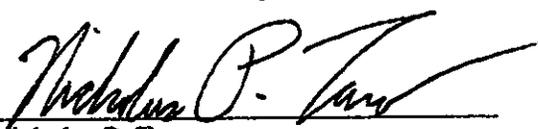
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this ____ day of May, 2006.



Philip Sourry



Michael Seymour



Nicholas P. Taro



John Loepprich



Michael White



Stephen Edwards

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 13, 2007, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called "the Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. Section 48 of the Lease requires approval by the Port Authority of certain changes in the ownership or control of the Lessee and of certain entities having direct or indirect beneficial ownership of the Lessee. The Lessee has requested on a without prejudice basis that the Port Authority grant its approval to the following transfers and acquisitions: (a) the acquisition in August 2005 of Nedlloyd Holding B.V. (formerly known as Royal P&O Nedlloyd N.V.) by A.P. Moller-Maersk AS (hereinafter called "the Nedlloyd Acquisition"); (b) the acquisition in March 2006 of the stock of The Peninsular and Oriental Steam Navigation Company (hereinafter called "P&O") by Thunder FZE, a wholly-owned subsidiary of Dubai Ports World (hereinafter called "DPW"), pursuant to court sanctioned schemes of arrangement under section 425 of the Companies Act 1985, England and Wales (hereinafter called "the P&O Acquisition"); (c) the acquisition on a date and time subsequent to the date first above written (which subsequent date and time are hereinafter collectively called "the Closing Date") by P&O Ports North America, Inc. (hereinafter called "POPNA") of the 50% membership interest (constituting 500 membership units) in the Lessee owned by Farrell Lines Incorporated (hereinafter called "Farrell") pursuant to a Sale and Purchase Agreement dated November 20, 2006 by and among Farrell, POPNA, P&O and the Lessee (hereinafter called "the Farrell Acquisition"); and (d) the acquisition on the Closing Date by Ports America, Inc. (hereinafter called "Ports America"), a wholly-owned subsidiary of AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), of all of the outstanding stock of POPNA from P&O Holdings, Inc., an indirect subsidiary of P&O and DPW (hereinafter called "Holdings"), pursuant to that certain Stock Purchase Agreement dated December 10, 2006, by and among P&O, Holdings, Ports America and AIGGIG (hereinafter called "the POPNA Acquisition" and, together with the Nedlloyd Acquisition, the P&O Acquisition and the Farrell Acquisition, hereinafter collectively called "the Acquisitions"). The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that, immediately following

the Closing Date, the Lessee's ownership and control shall be as set forth in Section 48 of the Lease, as such provision is restated, amended and set forth in the paragraph 3 of this Agreement.

2. The Port Authority hereby grants its approval to the transfers of and changes in ownership and control of the Lessee represented by the Acquisitions, with such approval to be granted *nunc pro tunc* to the date of each Acquisition under Section 48 of the Lease; *provided, however*, that such approval shall be effective as to any of the Acquisitions only if all of the Acquisitions are completed.

3. Immediately following the completion of the Farrell Acquisition and the POPNA Acquisition, Section 48 of the Lease, as amended by Supplement No. 2 to the Lease, shall be deleted and terminated in its entirety and replaced with a new Section 48, which reads as follows:

"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, and that the owner of all of the membership interests is 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 99 Wood Avenue South, 8th Floor, Iselin, New Jersey 08830, 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:

(i) On the date hereof: (A) one hundred percent (100%) of the outstanding capital stock of POPNA is owned by Ports America, Inc. (hereinafter called "PAI"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than PAI controls POPNA; (B) one hundred percent (100%) of the outstanding voting securities of PAI is owned by AIG Ports America, Inc. (hereinafter called "AIGPA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than AIGPA controls PAI; and (C) one hundred percent (100%) of the outstanding capital stock of AIGPA is owned by AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, and no person other than AIGGIG controls AIGPA.

(ii) On the date hereof, American International Group, Inc. ("AIG Parent"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, owns directly or indirectly, a majority of the outstanding voting securities of AIGGIG and AIG Parent controls AIGGIG.

(iii) It is expressly agreed by the Port Authority that at any time after the date hereof, AIGGIG and AIGPA may create a class of non-voting securities in PAI and transfer any of such non-voting securities in PAI to one or more Affiliates (including AIG Highstar Capital III, L.P.), provided that (A) AIGGIG shall give the Port Authority written notice of any such transfer, and (B) the representations in clauses (a)(2)(i) and (a)(2)(ii) above continue to be true in all respects as of such date.

(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. Therefore, the Lessee represents and agrees for itself and POPNA, 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 to any other person; nor shall POPNA 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 and POPNA, 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 that AIG Parent shall maintain its ownership of a majority of the voting securities of AIGGIG and that AIG Parent shall control AIGGIG. The Lessee further represents and agrees that without the prior written approval of the Port Authority: (A) AIGGIG shall maintain one hundred percent (100%) of the outstanding capital stock of AIGPA and no person other than AIGGIG shall control AIGPA, (B) AIGGIG shall maintain one hundred percent (100%) of the voting control, either through AIGPA or through another wholly owned Affiliate of

AIGGIG, of PAI, and (C) PAI shall maintain one hundred percent (100%) of the outstanding securities of POPNA.

(5)(i) In the event that AIG Parent enters into a binding agreement to transfer, transfers or sells, or otherwise agrees to transfer or sell, directly or indirectly, (A) a majority of the voting securities of AIGGIG or (B) control of AIGGIG, Lessee agrees to give the Port Authority written notice of such proposed transfer or sale within three (3) business days of public announcement of such transfer or sale or its learning of such proposed transfer or sale; following receipt by the Port Authority of such written notice, the Port Authority shall have sixty (60) days to notify Lessee and AIGGIG as to whether or not it will consent to such transfer of ownership or control of AIGGIG and the terms of such consent; provided, however, that if the transfer or sale referenced above to the party as detailed in the notice is not consummated, then the Port Authority shall have no right under this clause (a)(5) to terminate this Agreement pursuant to Section 25 hereof.

(ii) In the event that the Port Authority does not consent to such proposed transfer or sale of AIGGIG as provided above, Lessee and/or POPNA, PAI, AIGPA and AIGGIG shall have one (1) year from the consummation of such transfer or sale of AIGGIG during which time period Lessee, POPNA, PAI, AIGPA and AIGGIG shall use commercially reasonable efforts to consummate a sale or other transaction, the result of which is that Lessee will then be owned and controlled by an entity or person which has been consented to by Port Authority as provided in this Section 48(a)(5). During such time period, Lessee agrees on behalf of POPNA, PAI, AIGPA and AIGGIG to (A) provide the Port Authority with transaction updates from time to time, but no less frequently than monthly, (B) "ringfence" the management of PNCT such that none of PAI, POPNA, AIGPA or AIGGIG shall have any management or decision making authority over Lessee with respect to the management of the business or operations of Lessee during the period it takes to effect a transaction, (C) use commercially reasonable efforts to conduct the sale or transfer of Lessee in such a way as to minimize any adverse impact on the business and operations of the Lessee (the Port Authority and Lessee acknowledge and agree that this sub clause (C) is limited to the conduct of the relevant parties, and that the required sale or transfer and the determination of the actual entity to be sold or transferred to comply with this Section 48(a)(5) alone shall not constitute a breach of Lessee's obligations under this sub clause (C)), and (D) upon the execution of binding documents to effect such transaction, seek the required consent of the Port Authority to such transaction. For the limited purpose of this Section 48(a)(5), the standard for any required consent of the Port Authority shall be in accordance with the criteria established under that portion of the Official Minutes of the Port Authority adopted February 22, 2007, entitled "*Port Facilities – Consent to Transfers of Leases and Changes of Ownership Interests*" (the "Consent Criteria"); provided however, that the parties hereto agree that: (I) any commitment to maintain the existing management structure at the Lessee, including a management continuity plan instituted at the Lessee, POPNA, PAI, AIGPA, AIGGIG, as applicable, will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; (II) a demonstrated commitment to maintain the existing business plan (including budgeted capital expenditure amounts

previously included in the Lessee's business plan provided to the Port Authority and as publicly announced by Lessee and its affiliates on February 16, 2007) will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; and (III) the consideration contemplated in such Consent Criteria to be paid by Lessee to the Port Authority in connection with the Port Authority's grant of any required consent under this Section 48 (a)(5) shall be up to \$10,000,000, which amount shall be used by the Port Authority to fund or offset, as the case may be, past, existing or future capital investment projects undertaken by the Port Authority that were intended, or will be intended, as the case may be, to have a direct or indirect benefit to the port terminal leased by Lessee from the Port Authority pursuant to this Agreement.

(iii) In the event that Lessee, POPNA, PAI, AIGPA and AIGGIG, as applicable, have used commercially reasonable efforts to consummate a transaction as required by Section 48(a)(5) above, in the event that such transaction would otherwise have been consummated but for the granting by the Port Authority of its required consent, Lessee and the Port Authority shall negotiate in good faith an extension to the time period granted above to complete such a sale or other transaction to an alternative transferee, such extension period not to exceed two (2) months, and the Port Authority shall retain its right to consent hereunder, subject to the Consent Criteria.

(6) The Lessee acknowledges that it is contemplated that POPNA may become a publicly owned entity (as defined in paragraph (f) of this Section), or that a parent corporation of POPNA owning one hundred percent (100%) of the voting securities of and controlling POPNA (which parent corporation(s) are hereinafter individually and collectively called the "Parent Company") and include PAI, AIGPA or AIGGIG) may become a publicly owned entity. Notwithstanding any other provision of this Section 48, in the event that POPNA or the Parent Company shall become a publicly owned entity and, as a result of such transaction, the required ownership of POPNA set forth above in this Section 48 shall cease to be in effect, such failure to so maintain said ownership interests shall not be an event of default under this Section 48 granting the Port Authority the right to terminate this Agreement under Section 25 hereof; provided that POPNA or the Parent Company, as a publicly owned entity, shall be listed on a major stock exchange (as hereinafter defined); and provided further that, no individual, corporation, partnership or other entity (other than PAI, AIGPA, AIGGIG or a publicly owned entity listed on a major stock exchange in the event and so long as no individual, corporation, partnership or other entity shall have control of any class of outstanding voting securities of such publicly owned entity) shall control any class of the outstanding voting securities of POPNA or of the Parent Company unless the Port Authority shall have given its prior written consent thereto, and if any such event shall occur and be continuing then the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof. For the purposes of this Section 48, a "major stock exchange" shall be the London Stock Exchange, the Amsterdam Stock Exchange, the American Stock Exchange, the New York Stock Exchange, the NASDAQ Stock Market, the Singapore Stock Exchange or the Tokyo Stock Exchange.

(b) The Lessee acknowledges that 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 48 (taking into account any time periods provided in Section 48(a)(5) hereof) shall constitute 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 term "control" as used herein shall mean 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 and reporting requirements of the Securities Exchange Act of 1934, or any successor or substitute therefore, and any entity that has met any equivalent legal registration or listing requirement of Great Britain, the Netherlands, Singapore or Japan, as the circumstances require.

(g) The term "Affiliate" shall mean any person that is directly or indirectly controls, is controlled by or is under common control with such person.

(h) The Lessee shall promptly advise the Port Authority of any change in the representations made in paragraph (a)(1), (a)(2), (a)(3) or (a)(4) of this Section 48."

4. Section 40 of the Lease and Schedule "C" of the Lease are hereby deleted and terminated in their entirety and shall have no further force and effect from and after the date of this Agreement.

5. The Lessee agrees with the Port Authority that during the term of the Lease as herein amended:

(a) Compliance Certificates. The Lessee shall, subject to the confidentiality restrictions in clause (c) below, provide to the Port Authority, its designated agents and advisors at the same time, and in any event as soon as practicable after providing the same to the lenders under the Credit Agreement (as defined below), a copy of the certificates required to be provided by any of the independent public accountants, the chief financial officer of Ports America, Inc. ("PAI") or the chief executive officer of PAI under the credit agreement (the "Credit Agreement") dated as of March __, 2007 among PAI and the lenders named therein relating to the financing of the purchase by PAI of P&O North America, Inc. ("POPNA") with respect to (A) in the case of the independent public accountants, compliance with the financial covenants thereunder and (B) in the case of the chief financial officer or chief executive officer of PAI, the absence of any default or event of default thereunder; provided, that any such certificate(s) from the independent public accountants shall only be provided to the Port Authority hereunder to the extent the same is required to be delivered to the lenders pursuant to the Credit Agreement.

(b) Financial Reports. In the event that (i) Lessee fails to provide any of the compliance certificates to be delivered to the Port Authority pursuant to clause (a) above within five (5) business days of a request from the Port Authority to Lessee to provide such certificate(s) that have been delivered to the lenders as contemplated in clause (a) above, or (ii) any of the compliance certificates provided pursuant to clause (a) above indicates noncompliance with the financial covenants or a default or event of default under the Credit Agreement, then for the period covered by such certificate or so long as such noncompliance or default or event of default shall be continuing, as applicable, the Lessee shall make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, each of the following:

(i) Quarterly Reports. As soon as available, and in any event within 60 days after the end of each of the first three quarters of each fiscal year, the unaudited balance sheet of Lessee as of the close of such quarter and related statements of income and cash flow for such quarter and that portion of the fiscal year ending as of the close of such quarter, setting forth in comparative form the figures for the corresponding period in the prior fiscal year certified by the chief executive officer of the Lessee as fairly presenting in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated in accordance with GAAP (subject to the absence of footnote disclosure and normal year-end audit adjustments).

(ii) Annual Reports. As soon as available, and in any event within 120 days after the end of each fiscal year, the balance sheet of Lessee as of the end of such year and related statements of income, stockholders' equity and cash flow for such fiscal year, each prepared in accordance with GAAP, together with a certification by independent certified public accountants for the Lessee that such financial statements fairly present in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated therein in accordance with GAAP without qualification as to the scope of the audit or as to going concern and without any other similar qualification.

(c) Labor Matters. The Lessee shall give the Port Authority notice (which notice may be made by telephone if promptly confirmed in writing), promptly after, and in any event within ten (10) days after the chief executive officer of the Lessee knows or has reason to know of, the commencement of any Labor Activity (as defined below) at the premises which has materially interfered, or could reasonably be expected to materially interfere, with the operation of the premises. As used in this clause (c), "Labor Activity" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns or labor disputes.

(d) Maintenance of PNCT Books and Records. The Lessee shall: (i) maintain books, records and accounts with respect to the business and operations of Lessee on a separate stand-alone basis from the overall operations of PAI, POPNA and any other direct or indirect subsidiaries thereof, in accordance with good business practice and applicable law; and (ii) make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, that portion of such books, records and accounts relating to security matters at the premises or as may reasonably be required for the Port Authority to verify calculations relating to container throughput rentals and reimbursement requests made from time to time.

(e) Confidentiality. The Port Authority agrees that all information delivered pursuant to this paragraph, including, without limitation, the certificates delivered pursuant to clause (a) above, and (ii) all notes, reports and analyses prepared by the Port Authority, its representatives or its advisors in connection with their review of materials provided or made available pursuant to this paragraph, including, without limitation, the books and records and other materials provided or made available pursuant to clauses (a), (b) or (d) above, shall, to the fullest extent permitted by applicable law, be treated confidentially and protected from disclosure by the Port Authority, including, without limitation, pursuant to any available exceptions or exemptions under the Port Authority's "Freedom of Information Act – Port Authority Policy and Procedure". If the Port Authority receives any request to disclose any of the information provided hereunder, the Port Authority agrees to provide the Lessee with prior written notice of such requirement so that the Lessee may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this provision. If such protective order or other remedy is not obtained, or if the Lessee waives compliance with the provisions hereof, the Port Authority agrees to disclose only that portion of the information that it is advised by counsel is legally required and it shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such information.

6. Effective as of January 1, 2007, (1) paragraphs (b), (c) and (d) of Section 41 of the Lease entitled "*Terminal Guarantee*", as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum A attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum A attached to this Agreement is a photocopy of Addendum A attached to said Supplement No. 5 with written changes noted thereon); (2) paragraphs (f) and (g) of said Section 41, as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum B attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum B attached to this Agreement is a photocopy of Addendum B attached to said Supplement No. 5 with written changes noted thereon); and

(3) Schedule D and Schedule E attached to the Lease, as such schedules were amended by Supplement No. 5 to the Lease, shall be deemed deleted and Schedule D and Schedule E attached to this Agreement and incorporated by reference herein shall be deemed substituted therefor. From and after January 1, 2007, the Lessee shall pay the Guaranteed Rental, as defined in the Lease as amended hereby, in accordance with the provisions of said Section 41 as so amended.

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

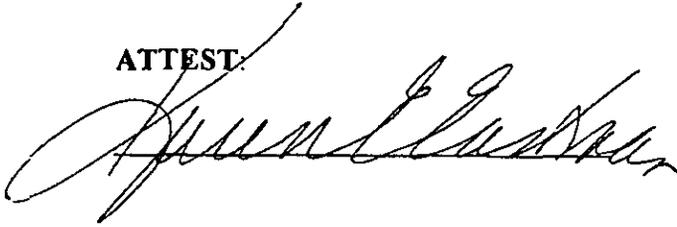
8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution,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

9. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

Signature page follows

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

ATTEST:



THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: 
Name: Richard M. Larrabee
Title: Director, Port Commerce

WITNESS:

PORT NEWARK CONTAINER TERMINAL
LLC

By: _____
Name:
Title:

| | |
|---|---|
| APPROVED: | |
| FORM | TERMS |
|  |  |

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

ATTEST:

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By: _____

Name:

Title:

WITNESS:

**PORT NEWARK CONTAINER TERMINAL
LLC**

By: Donald P. Harn

Name: DONALD P. HARN

Title: PRESIDENT

ADDENDUM A

(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, 2004, and ending on December 31, 2004, 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 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 excess of the Rent Guarantee Number for that Terminal Throughput Year over the greater of (i) the actual number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during that Terminal Throughput Year, or (ii) the Exemption Number (as defined in subparagraph (5) of paragraph (a) of Section 5 hereof); 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 three hundred fifty thousand (350,000), 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000). 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

DH
twenty-six

DH
426,000

Number of four hundred ~~one~~ thousand (~~401,000~~), 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 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. 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 three hundred fifty-five thousand (355,000), 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Rent Guarantee Number of three hundred sixty thousand (360,000) 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 three hundred sixty thousand (360,000). 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 four hundred ~~six~~ thousand (~~406,000~~), as set forth in Schedule D hereto for the Terminal Throughput

thirty-one
DH

431,000
DH

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 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. 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.

DA
Fifty-five

ADDENDUM B

DX
255,600

(f) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ten thousand (210,000), 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000). 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 two hundred forty thousand six hundred (~~240,600~~), 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

DA

Fifty-eight

DK

258,600

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 two hundred thirteen thousand (213,000), 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Terminal Guarantee Number of two hundred sixteen thousand (216,000) 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 two hundred sixteen thousand (216,000). 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 two hundred ~~forty three~~ thousand six hundred (243,600), 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.

PNCT LLC TERMINAL GUARANTEE

Schedules D and E

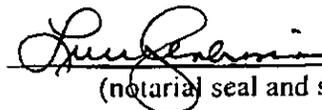
(Effective January 1, 2007)

Annual Containers Handled

| <u>Year Commencing</u> | <u># of Containers (Schedule D)</u> | <u>60% (Schedule E)</u> |
|-------------------------------|--|--------------------------------|
| 1/1/2004 | 350,000 | 210,000 |
| 1/1/2005 | 355,000 | 213,000 |
| 1/1/2006 | 360,000 | 216,000 |
| 1/1/2007 | 390,000 | 234,000 |
| 1/1/2008 | 421,000 | 252,600 |
| 1/1/2009 | 426,000 | 255,600 |
| 1/1/2010 | 431,000 | 258,600 |
| 1/1/2011 | 436,000 | 261,600 |
| 1/1/2012 | 441,000 | 264,600 |
| 1/1/2013 | 446,000 | 267,600 |
| 1/1/2014 | 451,000 | 270,600 |
| 1/1/2015 | 456,000 | 273,600 |
| 1/1/2016 | 461,000 | 276,600 |
| 1/1/2017 | 466,000 | 279,600 |
| 1/1/2018 | 471,000 | 282,600 |
| 1/1/2019 | 476,000 | 285,600 |
| 1/1/2020 | 481,000 | 288,600 |
| 1/1/2021 | 486,000 | 291,600 |
| 1/1/2022 | 491,000 | 294,600 |
| 1/1/2023 | 496,000 | 297,600 |
| 1/1/2024 | 501,000 | 300,600 |
| 1/1/2025 | 501,000 | 300,600 |
| 1/1/2026 | 501,000 | 300,600 |
| 1/1/2027 | 501,000 | 300,600 |
| 1/1/2028 | 501,000 | 300,600 |
| 1/1/2029 | 501,000 | 300,600 |
| 1/1/2030 | 501,000 | 300,600 |

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 14th day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard M. Larrabee, Director Port Commerce, 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.


(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____ in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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.

(notarial seal and stamp)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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.

(notarial seal and stamp)

STATE OF *New Jersey*)
) ss.
COUNTY OF *Essex*)

On the *14th* day of *March* in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared *Ronald P. Hamer*, 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.

Andrea Goc

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2012

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 31, 2006, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease of the premises shown on Exhibit A-2 annexed to Supplement No. 1 to the Lease (hereinafter called "the Exhibit A-2 Premises") is hereby extended for the period ending at 11:59 o'clock P.M. on December 31, 2007, unless sooner terminated, at the annual rate of Sixty-eight Thousand Six Hundred Forty-five Dollars and Eighty-five Cents (\$68,645.85) payable in advance in equal monthly installments of Five Thousand Seven Hundred Twenty Dollars and Forty-nine Cents (\$5,720.49) on January 1, 2007 and on the first day of each calendar month thereafter during the extension of the term of the letting of the Exhibit A-2 Premises.

2. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Exhibit A-2 Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

3. The Rail Facility Container Lift Fee for each Rail Container Lift, as such terms are defined in paragraph 8(a) of Supplement No. 1 to the Lease, shall be Thirty-four Dollars and Four Cents (\$34.04) during the extended term of the letting of the Exhibit A-2 Premises.

CONFORMED COPY

Cm

4. The amount "\$5,000,000.00" set forth in the eighth line of subparagraph (1) of paragraph (c) of Section 15 of the Lease shall be and be deemed deleted therefrom and the amount "\$10,000,000.00" shall be and be deemed substituted in lieu thereof.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect, including without limitation the termination rights of the parties set forth in paragraph 10 of Supplement No. 1 to the Lease.

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

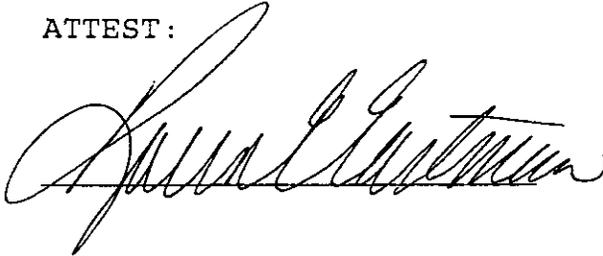
7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution,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

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

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

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

ATTEST:



THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By



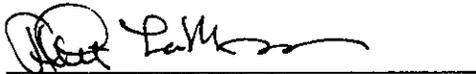
RICHARD M. LARRABEE

(Title)

DIRECTOR, PORT COMMERCE DEPT.

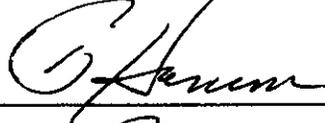
(Seal)

WITNESS:



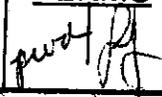
PORT NEWARK CONTAINER TERMINAL LLC

By



(Title)

President

| | |
|---|---|
| APPROVED: | |
| FORM | TERMS |
|  |  |

(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, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) 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.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the *15th* day of *June* in the year 2007, 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 **DIRECTOR, PORT COMMERCE DEPT** 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.

Lucy Ambrosino

(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF *New Jersey*)
) ss.
COUNTY OF *Essex*)

On the *30th* day of *May* in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared *Ronald Hamon*, 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.

Andrea Goc

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2012

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.7 of that certain Amended and Restated Limited Liability Company Operating Agreement entered into as of March 16, 2007 by and between Ports America, Inc. and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 10 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to an extension of the term of letting of the Exhibit A-2 Premises, as such Exhibit A-2 Premises are more fully depicted on Exhibit A-2 attached to Supplement No. 1 to the Lease.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

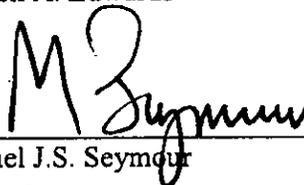
such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this _____ day of April, 2007.



Stephen A. Edwards



Michael J.S. Seymour



Donald P. Hamm



Mark Ferrucci

UNANIMOUS WRITTEN CONSENT

OF MANAGERS OF

PORT NEWARK CONTAINER TERMINAL, LLC

The undersigned, being all of the managers of Port Newark Container Terminal, L.L.C., a Delaware limited liability Company (the "Company"), acting in lieu of a meeting pursuant to Article 9.7 of that certain Amended and Restated Limited Liability Company Operating Agreement entered into as of March 16, 2007, by and between Ports America, Inc. f/k/a P&O Ports North America, Inc. and the Company, hereby consent to the Adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

BE IT RESOLVED, that the person's listed below is elected to hold the office so stated effective immediately until their successor is duly elected or until their earlier resignation or removal.

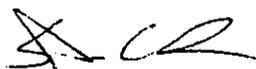
Joseph Colella Vice President and Chief Financial Officer

Maureen Walsh Secretary

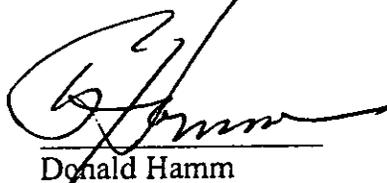
In Witness Where of, the undersigned have executed this Unanimous Written Consent as of the day of April 2007.



Michael J. Seymour



Stephen A. Edwards



Donald Hamm



Mark Ferrucci

UNANIMOUS WRITTEN CONSENT

OF MANAGERS OF

PORT NEWARK MAINTENANCE & REPAIR, LLC

The undersigned, being all of the managers of Port Newark Maintenance & Repair, L.L.C., a Delaware limited liability Company (the "Company"), acting in lieu of a meeting pursuant to Article 9.7 of the Limited Liability Company Operating Agreement entered into as of November 22, 2004, by Port Newark Container Terminal, L.L.C., A Delaware limited liability company (the "Member"), as the sole member of the Company hereby consent to the Adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

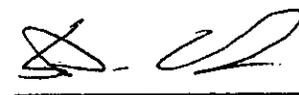
BE IT RESOLVED, that the person's listed below is elected to hold the office so stated effective immediately until their successor is duly elected or until their earlier resignation or removal.

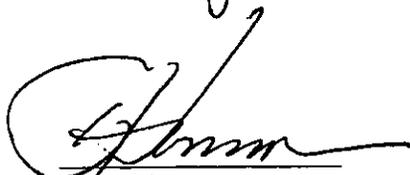
Joseph Colella Vice President and Chief Financial Officer

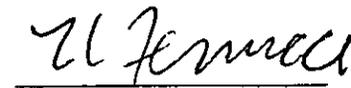
Maureen Walsh Secretary

In Witness Where of, the undersigned have executed this Unanimous Written Consent as of the day of April 2007.


Michael J. Seymour


Stephen A. Edwards


Donald Hamm


Mark Ferrucci

TABLES

Table 1
Summary of Soil Sampling Program
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Location ID | Collected by | Site | Date |
|------------------------|--------------|--------------|------------|
| SB-1 | Excel | Metro Metals | 6/23/1999 |
| SB-2 | Excel | Metro Metals | 6/23/1999 |
| SB-3 | Excel | Metro Metals | 6/23/1999 |
| SB-4A ¹ | Excel | Metro Metals | 6/24/1999 |
| SB-4B ¹ | Excel | Metro Metals | 6/24/1999 |
| SB-5A | Excel | Metro Metals | 6/23/1999 |
| SB-5B | Excel | Metro Metals | 6/23/1999 |
| SB-5C | Excel | Metro Metals | 6/23/1999 |
| SB-5D | Excel | Metro Metals | 6/25/1999 |
| SB-5E | Excel | Metro Metals | 6/23/1999 |
| SB-5F | Excel | Metro Metals | 6/25/1999 |
| MW-C1 | PA | Metro Metals | 6/23/1999 |
| MW-C2 | PA | Metro Metals | 6/22/1999 |
| MW-C3 | PA | Metro Metals | 6/23/1999 |
| MW-C4 | PA | Metro Metals | 6/23/1999 |
| MW-C5 | PA | Metro Metals | 12/5/2001 |
| PA-C6 | PA | Metro Metals | 6/24/1999 |
| PA-C7 | PA | Metro Metals | 6/24/1999 |
| BH-N6 | PA | Metro Metals | 10/2/2000 |
| BH-N7 | PA | Metro Metals | 10/2/2000 |
| BH-N5A | PA | Naporano | 8/25/1999 |
| BH-N5B | PA | Naporano | 8/27/1999 |
| BH-N5C | PA | Naporano | 8/27/1999 |
| BH-N5D | PA | Naporano | 8/27/1999 |
| BH-N5F | PA | Naporano | 8/11/2001 |
| BH-N1 | PA | Naporano | 8/25/1999 |
| MW-N2 | PA | Naporano | 8/27/1999 |
| PA-C6-E1 | PA | Metro Metals | 12/3/2001 |
| PA-C6-E2 | PA | Metro Metals | 12/5/2001 |
| PA-C6-E3 ² | PA | Metro Metals | 12/7/2001 |
| PA-C6-E3A ² | PA | Metro Metals | 12/11/2001 |
| PA-C6-E4 | PA | Metro Metals | 12/11/2001 |
| PA-C6-E5 | PA | Metro Metals | 4/29/2002 |
| PA-C6-E6 | PA | Metro Metals | 4/29/2002 |

Table 1
Summary of Soil Sampling Program
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Location ID | Collected by | Site | Date |
|-------------|--------------|--------------|------------|
| PA-C6-E7 | PA | Metro Metals | 4/29/2002 |
| PA-C6-E8 | PA | Metro Metals | 4/29/2002 |
| PA-C6-E9 | PA | Metro Metals | 5/16/2002 |
| PA-C6-E10 | PA | Metro Metals | 5/16/2002 |
| PA-C6-E11 | PA | Metro Metals | 5/16/2002 |
| PA-C6-N1 | PA | Metro Metals | 12/3/2001 |
| PA-C6-N2 | PA | Metro Metals | 12/5/2001 |
| PA-C6-N3 | PA | Metro Metals | 12/7/2001 |
| PA-C6-W1 | PA | Metro Metals | 12/3/2001 |
| PA-C6-W2 | PA | Metro Metals | 12/5/2001 |
| PA-C6-W3 | PA | Metro Metals | 12/7/2001 |
| PA-C6-S1 | PA | Metro Metals | 12/3/2001 |
| PA-C6-S2 | PA | Metro Metals | 12/5/2001 |
| PA-C6-S3 | PA | Metro Metals | 12/7/2001 |
| PA-C6-S4 | PA | Metro Metals | 12/11/2001 |
| PA-C6-S5 | PA | Metro Metals | 4/29/2002 |
| PA-C6-S5A | PA | Metro Metals | 4/29/2002 |
| PA-C6-S6 | PA | Metro Metals | 4/29/2002 |
| PA-C6-S7 | PA | Metro Metals | 4/29/2002 |
| PA-C7-N1 | PA | Metro Metals | 12/4/2001 |
| PA-C7-S1 | PA | Metro Metals | 12/4/2001 |
| PA-C7-E1 | PA | Metro Metals | 12/4/2001 |
| PA-C7-W1 | PA | Metro Metals | 12/4/2001 |
| BH-N1-N1 | PA | Naporano | 12/4/2001 |
| BH-N1-W1 | PA | Naporano | 12/4/2001 |
| BH-N1-S1 | PA | Naporano | 12/4/2001 |
| BH-N1-E1 | PA | Naporano | 12/4/2001 |
| MW-C5-N1 | PA | Metro Metals | 12/5/2001 |
| MW-C5-W1 | PA | Metro Metals | 12/5/2001 |
| MW-C5-S1 | PA | Metro Metals | 12/5/2001 |
| MW-C5-E1 | PA | Metro Metals | 12/5/2001 |

Notes:

¹ - SB-4A and SB-4B from same location

² - PA-C6-E3 and PA-C6-E3A from same location.

Excel - Excel Environmental Resources, Inc.

PA - Port Authority

Table 2
 Summary of Volatile Organic Compounds Soil Sampling Results
 Naporano and Hugo Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-N2 0.5-1.5 AA94324 8/27/1999 mg/kg | MW-N2 4.2-5.0 AA94325 8/27/1999 mg/kg | TB 8/27 N/A AA94328 8/27/1999 mg/kg | T-BLANK 9/7 N/A AA94745 9/7/1999 mg/kg | BH-N5F 0.5-2.0 AA94655 9/2/1999 mg/kg | BH-N5F 6.0-8.0 AA94656 9/2/1999 mg/kg | TB 9/2 N/A AA94657 9/2/1999 mg/kg | TB 9/3 N/A AA94662 9/2/1999 mg/kg | BH-N1 0.5-1.5 AA94149 8/25/1999 mg/kg | BH-N1 4.0-4.5 AA94150 8/25/1999 mg/kg | MW-C1 S-1 1.5-2.0 AA90433 6/23/1999 mg/kg | MW-C1 S-2 3-3.5 AA90434 6/23/1999 mg/kg | MW-C2 S-1 1-2 AA90327 6/22/1999 mg/kg | MW-C2 S-4 6-7 AA90328 6/25/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|--|---|---|---|---|---|---|---|---|---|---|
| 1,1,1-Trichloroethane | 71-55-6 | 50 | 210 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,1,2,2-Tetrachloroethane | 79-34-5 | 1 | 34 | 70 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,1,2-Trichloroethane | 79-00-5 | 1 | 22 | 420 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,1-Dichloroethane | 75-34-3 | 10 | 570 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,1-Dichloroethene | 75-35-4 | 10 | 8 | 150 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,2-Dichloroethane | 107-06-2 | 1 | 6 | 24 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,2-Dichloropropane | 78-87-5 | NA | 10 | 43 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 2-Butanone | 78-93-3 | 50 | 1000 | 1000 | 3 U | 3.2 U | 3.1 U | 3.1 U | 3 U | 2.7 U | 3.1 U | 3.1 U | 3.2 U | 3.3 U | 2.9 U | 3.1 U | 3.4 U | 3.2 U |
| 2-Chloroethylvinylether | 110-75-8 | NA | NA | NA | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| 2-Hexanone | 591-78-6 | NA | NA | NA | 2.4 U | 2.6 U | 2.5 U | 2.5 U | 2.4 U | 2.2 U | 2.5 U | 2.5 U | 2.5 U | 2.6 U | 2.3 U | 2.5 U | 2.7 U | 2.6 U |
| 4-Methyl-2-Pentanone | 108-10-1 | 50 | 1000 | 1000 | 2.4 U | 2.6 U | 2.5 U | 2.5 U | 2.4 U | 2.2 U | 2.5 U | 2.5 U | 2.5 U | 2.6 U | 2.3 U | 2.5 U | 2.7 U | 2.6 U |
| Acetone | 67-64-1 | 100 | 1000 | 1000 | 2.4 U | 2.6 U | 2.5 U | 2.5 U | 2.4 U | 2.2 U | 2.5 U | 2.5 U | 2.5 U | 2.6 U | 2.3 U | 2.5 U | 2.7 U | 2.6 U |
| Acrolein | 107-02-8 | NA | NA | NA | 1.8 U | 1.9 U | 1.9 U | 1.9 U | 1.8 U | 1.6 U | 1.9 U | 1.9 U | 1.9 U | 2 U | 1.7 U | 1.9 U | 2 U | 1.9 U |
| Acrylonitrile | 107-13-1 | 1 | 1 | 5 | 1.2 U | 1.3 U | 1.2 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.3 U | 1.3 U | 1.2 U | 1.3 U | 1.4 U | 1.3 U |
| Benzene | 71-43-2 | 1 | 3 | 13 | 0.12 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.13 U | 0.14 U | 0.13 U |
| Bromodichloromethane | 75-27-4 | 1 | 11 | 46 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Bromoform | 75-25-2 | 1 | 86 | 370 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Bromomethane | 74-83-9 | 1 | 79 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Carbon Disulfide | 75-15-0 | NA | NA | NA | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Carbon Tetrachloride | 56-23-5 | 1 | 2 | 4 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Chlorobenzene | 108-90-7 | 1 | 37 | 680 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Chloroethane | 75-00-3 | NA | NA | NA | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Chloroform | 67-66-3 | 1 | 19 | 28 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Chloromethane | 74-87-3 | 10 | 520 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| cis-1,2-Dichloroethene | 156-59-2 | 1 | 79 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| cis-1,3-Dichloropropene | 10061-01-5 | 1 | 4 | 5 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| di-Isopropyl-ether | 108-20-3 | NA | NA | NA | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Dibromochloromethane | 124-48-1 | 1 | 110 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Ethylbenzene | 100-41-4 | 100 | 1000 | 1000 | 0.12 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.13 U | 0.14 U | 0.13 U |
| M&P-Xylenes | 108-38-3 | 67 | 410 | 1000 | 0.24 U | 0.26 U | 0.25 U | 0.25 U | 0.16 J | 0.22 U | 0.25 U | 0.25 U | 0.25 U | 0.26 U | 0.23 U | 0.25 U | 0.35 | 0.26 U |
| Methyl-t-butyl ether | 1634-04-4 | NA | NA | NA | 0.12 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.13 U | 0.14 U | 0.13 U |
| Methylene Chloride | 75-09-2 | 1 | 49 | 210 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| O-Xylene | 95-47-6 | 67 | 410 | 1000 | 0.12 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.13 U | 0.27 | 0.13 U |
| Styrene | 100-42-5 | 100 | 23 | 97 | 0.12 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.13 U | 0.14 U | 0.13 U |
| t-Butyl Alcohol | 75-65-0 | NA | NA | NA | 1.2 U | 1.3 U | 1.2 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.3 U | 1.3 U | 1.2 U | 1.3 U | 1.4 U | 1.3 U |
| Tetrachloroethene | 127-18-4 | 1 | 4 | 6 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Toluene | 108-88-3 | 500 | 1000 | 1000 | 0.12 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.13 U | 0.12 U | 0.13 U | 0.25 | 0.13 U |
| trans-1,2-Dichloroethene | 156-60-5 | 50 | 1000 | 1000 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| trans-1,3-Dichloropropene | 10061-02-6 | 1 | 4 | 5 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Trichloroethene | 79-01-6 | 1 | 23 | 54 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Trichlorofluoromethane | 75-69-4 | NA | NA | NA | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |
| Vinyl Acetate | 108-05-4 | NA | NA | NA | 1.2 U | 1.3 U | 1.2 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.3 U | 1.3 U | 1.2 U | 1.3 U | 1.4 U | 1.3 U |
| Vinyl Chloride | 75-01-4 | 10 | 2 | 7 | 0.6 U | 0.65 U | 0.63 U | 0.63 U | 0.6 U | 0.55 U | 0.63 U | 0.63 U | 0.63 U | 0.65 U | 0.58 U | 0.63 U | 0.68 U | 0.64 U |

LEGEND

NJDEP New Jersey Department of Environmental Protection
 mg/kg Milligrams per Kilograms, equivalent to parts per million
 U Not detected at the PQL
 J Analyte detected below PQL and/or estimated concentration
 NA Not Available
 Shaded value exceeded the NJDEP residential soil cleanup criteria.
 Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria.

Table 2
Summary of Volatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Peritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C3 S-1 1.5-2.0 AA90435 6/23/1999 mg/kg | MW-C3 S-4 6-7 AA90436 6/23/1999 mg/kg | MW-C4 S-1 1.5-2.0 AA90437 6/23/1999 mg/kg | MW-C4 S-3 5-5.5 AA90438 6/23/1999 mg/kg | MW-C5 S-1 1-2 AA90531 6/24/1999 mg/kg | MW-C5 S-5 8-8.5 AA90532 6/24/1999 mg/kg | PA-C6 S-1 0-1 AA90533 6/24/1999 mg/kg | PA-C6 S-5 8-8.5 AA90534 6/24/1999 mg/kg | PA-C7 S-1 0-1 AA90535 6/24/1999 mg/kg | PA-C7 S-5 8-8.5 AA90536 6/24/1999 mg/kg | TB 6/22 NA AA90329 6/22/1999 mg/kg | TB 6/23 NA AA90439 6/23/1999 mg/kg | TB 6/24 NA AA90329 6/24/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|--|--|--|
| 1,1,1-Trichloroethane | 71-55-6 | 50 | 210 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1,1,2,2-Tetrachloroethane | 79-34-5 | 1 | 34 | 70 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1,2-Trichloroethane | 79-00-5 | 1 | 22 | 420 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1-Dichloroethane | 75-34-3 | 10 | 570 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1,1-Dichloroethene | 75-35-4 | 10 | 8 | 150 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 2-Dichloroethane | 107-06-2 | 1 | 6 | 24 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 2-Dichloropropane | 78-87-5 | NA | 10 | 43 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| 2-Butanone | 78-93-3 | 50 | 1000 | 1000 | 3.4 U | 3.4 U | 3.5 U | 3.5 U | 3 U | 3.1 U | 2.9 U | 3 U | 3.1 U | 2.8 U | 3.1 U | 3.1 U | 3.1 U |
| Chloroethylvinylether | 110-75-8 | NA | NA | NA | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Hexanone | 591-78-6 | NA | NA | NA | 2.7 U | 2.7 U | 2.8 U | 2.8 U | 2.4 U | 2.5 U | 2.3 U | 2.4 U | 2.4 U | 2.3 U | 2.5 U | 2.5 U | 2.5 U |
| Methyl-2-Pentanone | 108-10-1 | 50 | 1000 | 1000 | 2.7 U | 2.7 U | 2.8 U | 2.8 U | 2.4 U | 2.5 U | 2.3 U | 2.4 U | 2.4 U | 2.3 U | 2.5 U | 2.5 U | 2.5 U |
| Acetone | 67-64-1 | 100 | 1000 | 1000 | 2.7 U | 2.7 U | 2.8 U | 2.8 U | 2.4 U | 2.5 U | 2.3 U | 2.4 U | 2.4 U | 2.3 U | 2.5 U | 2.5 U | 2.5 U |
| Acrolein | 107-02-8 | NA | NA | NA | 2 U | 2 U | 2.1 U | 2.1 U | 1.8 U | 1.9 U | 1.7 U | 1.8 U | 1.8 U | 1.7 U | 1.9 U | 1.9 U | 1.9 U |
| Acrylonitrile | 107-13-1 | 1 | 1 | 5 | 1.4 U | 1.3 U | 1.4 U | 1.4 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.2 U |
| Benzene | 71-43-2 | 1 | 3 | 13 | 0.14 U | 0.13 U | 0.17 | 0.14 U | 0.12 U | 0.12 U | 0.11 U | 0.12 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U |
| Bromodichloromethane | 75-27-4 | 1 | 11 | 46 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Bromoform | 75-25-2 | 1 | 86 | 370 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Bromomethane | 74-83-9 | 1 | 79 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Carbon Disulfide | 75-15-0 | NA | NA | NA | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Carbon Tetrachloride | 56-23-5 | 1 | 2 | 4 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Chlorobenzene | 108-90-7 | 1 | 37 | 680 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Chloroethane | 75-00-3 | NA | NA | NA | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Chloroform | 67-66-3 | 1 | 19 | 28 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Chloromethane | 74-87-3 | 10 | 520 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| cis-1,2-Dichloroethene | 156-59-2 | 1 | 79 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| cis-1,3-Dichloropropene | 10061-01-5 | 1 | 4 | 5 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Di-isopropyl ether | 108-20-3 | NA | NA | NA | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Dibromochloromethane | 124-48-1 | 1 | 110 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Dibromomethane | 100-41-4 | 100 | 1000 | 1000 | 0.14 U | 0.13 U | 0.37 | 0.14 U | 0.12 U | 0.12 U | 0.13 | 0.12 U | 0.12 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U |
| M&P-Xylenes | 108-38-3 | 67 | 410 | 1000 | 0.34 | 0.27 U | 0.33 | 0.28 U | 0.15 J | 0.25 U | 0.36 | 0.24 U | 3.8 | 0.23 U | 0.25 U | 0.25 U | 0.25 U |
| Methyl-t-butyl ether | 1634-04-4 | NA | NA | NA | 0.14 U | 0.13 U | 0.14 U | 0.14 U | 0.12 U | 0.12 U | 0.11 U | 0.12 U | 1.4 | 0.11 U | 0.13 U | 0.13 U | 0.13 U |
| Methylene Chloride | 75-09-2 | 1 | 49 | 210 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| m-Xylene | 95-47-6 | 67 | 410 | 1000 | 0.14 U | 0.13 U | 0.14 U | 0.14 U | 0.12 U | 0.12 U | 0.2 | 0.12 U | 1.6 | 0.11 U | 0.13 U | 0.13 U | 0.13 U |
| o-Xylene | 100-42-5 | 100 | 23 | 97 | 0.35 | 0.13 U | 0.65 | 0.14 U | 0.12 U | 0.12 U | 0.11 U | 0.12 U | 3.2 | 0.11 U | 0.13 U | 0.13 U | 0.13 U |
| n-Butyl Alcohol | 75-65-0 | NA | NA | NA | 1.4 U | 1.3 U | 1.4 U | 1.4 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.2 U |
| Tetrachloroethene | 127-18-4 | 1 | 4 | 6 | 0.16 J | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Toluene | 108-88-3 | 500 | 1000 | 1000 | 0.15 | 0.13 U | 0.42 | 0.14 U | 0.21 | 0.12 U | 0.2 | 0.12 U | 3.2 | 0.11 U | 0.13 U | 0.13 U | 0.13 U |
| trans-1,2-Dichloroethene | 156-60-5 | 50 | 1000 | 1000 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| trans-1,3-Dichloropropene | 10061-02-6 | 1 | 4 | 5 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Trichloroethene | 79-01-6 | 1 | 23 | 54 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Trichlorofluoromethane | 75-69-4 | NA | NA | NA | 0.69 | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |
| Vinyl Acetate | 108-05-4 | NA | NA | NA | 1.4 U | 1.3 U | 1.4 U | 1.4 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.2 U | 1.2 U |
| Vinyl Chloride | 75-01-4 | 10 | 2 | 7 | 0.68 U | 0.67 U | 0.69 U | 0.69 U | 0.59 U | 0.62 U | 0.57 U | 0.6 U | 0.61 U | 0.57 U | 0.63 U | 0.63 U | 0.63 U |

LEGEND

NJDEP New Jersey Department of Environmental Protection
mg/kg Milligrams per Kilograms, equivalent to parts per million
U Not detected at the PQL
J Analyte detected below PQL and/or estimated concentration
NA Not Available
Shaded value exceeded the NJDEP residential soil cleanup criteria.
Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria.

Table 2
 Summary of Volatile Organic Compounds Soil Sampling Results
 Naporano and Hugo Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB1 2-2.5 2-2.5 AA90503 6/23/1999 mg/kg | SB1 0.5-1 0.5-1 AA90504 6/23/1999 mg/kg | SB2 1-1.5 1-1.5 AA90505 6/23/1999 mg/kg | SB2 3-3.5 3-3.5 AA90506 6/23/1999 mg/kg | SB3 1-1.5 1-1.5 AA90507 6/23/1999 mg/kg | SB3 3-3.5 3-3.5 AA90508 6/23/1999 mg/kg | SB-5A 0-0.5 0-0.5 AA90509 6/23/1999 mg/kg | SB-5A 1.5-2 1.5-2 AA90510 6/23/1999 mg/kg | SB-5A 2.5-3 2.5-3 AA90511 6/23/1999 mg/kg | SB-5A 6.5-7 6.5-7 AA90512 6/23/1999 mg/kg | SB-5B 0-0.5 0-0.5 AA90513 6/23/1999 mg/kg | SB-5B 2.5-3 2.5-3 AA90514 6/23/1999 mg/kg | SB-5B 7-7.5 7-7.5 AA90515 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1,1,1-Trichloroethane | 71-55-6 | 50 | 210 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,1,2,2-Tetrachloroethane | 79-34-5 | 1 | 34 | 70 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,2-Trichloroethane | 79-00-5 | 1 | 22 | 420 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,1-Dichloroethane | 75-34-3 | 10 | 570 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,1-Dichloroethene | 75-35-4 | 10 | 8 | 150 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,2-Dichloroethane | 107-06-2 | 1 | 6 | 24 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,2-Dichloropropane | 78-87-5 | NA | 10 | 43 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 2-Butanone | 78-93-3 | 50 | 1000 | 1000 | 3 U | 3.2 U | 4.2 U | 3 U | 3.1 U | 3.4 U | 4 U | 2.7 U | 3.1 U | 4.2 U | 3.2 U | 3.2 U | 3 U |
| 1-Chloroethylvinylether | 110-75-8 | NA | NA | NA | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| 1-Hexanone | 591-78-6 | NA | NA | NA | 2.4 U | 2.6 U | 3.3 U | 2.4 U | 2.5 U | 2.7 U | 3.2 U | 2.2 U | 2.4 U | 3.4 U | 2.5 U | 2.5 U | 2.4 U |
| 4-Methyl-2-Pentanone | 108-10-1 | 50 | 1000 | 1000 | 2.4 U | 2.6 U | 3.3 U | 2.4 U | 2.5 U | 2.7 U | 3.2 U | 2.2 U | 2.4 U | 3.4 U | 2.5 U | 2.5 U | 2.4 U |
| Acetone | 67-64-1 | 100 | 1000 | 1000 | 2.4 U | 2.6 U | 3.3 U | 2.4 U | 2.5 U | 2.7 U | 3.2 U | 2.2 U | 2.4 U | 3.4 U | 2.5 U | 2.5 U | 2.4 U |
| Acrolein | 107-02-8 | NA | NA | NA | 1.8 U | 1.9 U | 2.5 U | 1.8 U | 1.9 U | 2 U | 2.4 U | 1.6 U | 1.8 U | 2.5 U | 1.9 U | 1.9 U | 1.8 U |
| Acrylonitrile | 107-13-1 | 1 | 1 | 5 | 1.2 U | 1.3 U | 1.7 U | 1.2 U | 1.2 U | 1.4 U | 1.6 U | 1.1 U | 1.2 U | 1.7 U | 1.3 U | 1.3 U | 1.2 U |
| Benzene | 71-43-2 | 1 | 3 | 13 | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.13 U | 0.13 U | 0.12 U |
| Bromodichloromethane | 75-27-4 | 1 | 11 | 46 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Bromoform | 75-25-2 | 1 | 86 | 370 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Bromomethane | 74-83-9 | 1 | 79 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Carbon Disulfide | 75-15-0 | NA | NA | NA | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Carbon Tetrachloride | 56-23-5 | 1 | 2 | 4 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Chlorobenzene | 108-90-7 | 1 | 37 | 680 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Chloroethane | 75-00-3 | NA | NA | NA | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Chloroform | 67-66-3 | 1 | 19 | 28 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Chloromethane | 74-87-3 | 10 | 520 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| cis-1,2-Dichloroethene | 156-59-2 | 1 | 79 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| cis-1,3-Dichloropropene | 10061-01-5 | 1 | 4 | 5 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Di-Isopropyl-ether | 108-20-3 | NA | NA | NA | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Dibromochloromethane | 124-48-1 | 1 | 110 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Ethylbenzene | 100-41-4 | 100 | 1000 | 1000 | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.13 U | 0.13 U | 0.12 U |
| m,p-Xylenes | 108-38-3 | 67 | 410 | 1000 | 0.24 U | 0.26 U | 0.33 U | 0.24 U | 0.25 U | 0.27 U | 0.32 U | 0.17 U | 0.24 U | 0.34 U | 0.25 U | 0.25 U | 0.24 U |
| Methyl-t-butyl ether | 1634-04-4 | NA | NA | NA | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.13 U | 0.13 U | 0.12 U |
| Methylene Chloride | 75-09-2 | 1 | 49 | 210 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| m-Xylene | 95-47-6 | 67 | 410 | 1000 | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.13 U | 0.13 U | 0.12 U |
| o-Xylene | 100-42-5 | 100 | 23 | 97 | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.13 U | 0.13 U | 0.12 U |
| styrene | 100-42-5 | 100 | 23 | 97 | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.13 U | 0.13 U | 0.12 U |
| t-Butyl Alcohol | 75-65-0 | NA | NA | NA | 1.2 U | 1.3 U | 1.7 U | 1.2 U | 1.2 U | 1.4 U | 1.6 U | 1.1 U | 1.2 U | 1.7 U | 1.3 U | 1.3 U | 1.2 U |
| Tetrachloroethene | 127-18-4 | 1 | 4 | 6 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Toluene | 108-88-3 | 500 | 1000 | 1000 | 0.12 U | 0.13 U | 0.17 U | 0.12 U | 0.12 U | 0.14 U | 0.16 U | 0.11 U | 0.12 U | 0.17 U | 0.22 U | 0.22 U | 0.12 U |
| trans-1,2-Dichloroethene | 156-60-5 | 50 | 1000 | 1000 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| trans-1,3-Dichloropropene | 10061-02-6 | 1 | 4 | 5 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Trichloroethene | 79-01-6 | 1 | 23 | 54 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Trichlorofluoromethane | 75-69-4 | NA | NA | NA | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |
| Vinyl Acetate | 108-05-4 | NA | NA | NA | 1.2 U | 1.3 U | 1.7 U | 1.2 U | 1.2 U | 1.4 U | 1.6 U | 1.1 U | 1.2 U | 1.7 U | 1.3 U | 1.3 U | 1.2 U |
| Vinyl Chloride | 75-01-4 | 10 | 2 | 7 | 0.6 U | 0.65 U | 0.83 U | 0.59 U | 0.62 U | 0.68 U | 0.81 U | 0.54 U | 0.61 U | 0.85 U | 0.64 U | 0.64 U | 0.6 U |

LEGEND

NJDEP New Jersey Department of Environmental Protection
 mg/kg Milligrams per Kilograms, equivalent to parts per million
 U Not detected at the PQL
 J Analyte detected below PQL and/or estimated concentration
 NA Not Available
 Shaded value exceeded the NJDEP residential soil cleanup criteria.
 Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria.

Table 2
Summary of Volatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5C 2-2.5 2-2.5 AA90516 6/23/1999 mg/kg | SB-5C 3.5-4 3.5-4 AA90517 6/23/1999 mg/kg | SB-5D 0-0.5 0-0.5 AA90528 6/25/1999 mg/kg | SB-5D 3.5-4 3.5-4 AA90529 6/25/1999 mg/kg | SB-5E 0.5-1 0.5-1 AA90518 6/23/1999 mg/kg | SB-5E 2.5-3 2.5-3 AA90519 6/23/1999 mg/kg | SB-5E 6-6.5 6-6.5 AA90520 6/23/1999 mg/kg | SB-5E 9.5-10 9.5-10 AA90521 6/23/1999 mg/kg | SB-4A 1.0-1.5 1-1.5 AA90524 6/24/1999 mg/kg | SB-4A 5.5-6 5.5-6 AA90525 6/24/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|
| 1,1,1-Trichloroethane | 71-55-6 | 50 | 210 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,1,2,2-Tetrachloroethane | 79-34-5 | 1 | 34 | 70 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,1,2-Trichloroethane | 79-00-5 | 1 | 22 | 420 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,1-Dichloroethane | 75-34-3 | 10 | 570 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,1-Dichloroethene | 75-35-4 | 10 | 8 | 150 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,2-Dichloroethane | 107-06-2 | 1 | 6 | 24 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,2-Dichloropropane | 78-87-5 | NA | 10 | 43 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 2-Butanone | 78-93-3 | 50 | 1000 | 1000 | 3 U | 3.1 U | 2.9 U | 2.9 U | 2.7 U | 3.1 U | 3.3 U | 3 U | 2.9 U | 2.9 U |
| 2-Chloroethylvinylether | 110-75-8 | NA | NA | NA | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| 2-Hexanone | 591-78-6 | NA | NA | NA | 2.4 U | 2.4 U | 2.4 U | 2.4 U | 2.2 U | 2.4 U | 2.6 U | 2.4 U | 2.3 U | 2.3 U |
| 4-Methyl-2-Pentanone | 108-10-1 | 50 | 1000 | 1000 | 2.4 U | 2.4 U | 2.4 U | 2.3 U | 2.2 U | 2.4 U | 2.6 U | 2.4 U | 2.3 U | 2.3 U |
| Acetone | 67-64-1 | 100 | 1000 | 1000 | 2.4 U | 2.4 U | 2.4 U | 2.3 U | 2.2 U | 2.4 U | 2.6 U | 2.4 U | 2.3 U | 2.3 U |
| Acrolein | 107-02-8 | NA | NA | NA | 1.8 U | 1.8 U | 1.8 U | 1.7 U | 1.6 U | 1.8 U | 2 U | 1.8 U | 1.7 U | 1.7 U |
| Acrylonitrile | 107-13-1 | 1 | 1 | 5 | 1.2 U | 1.2 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.3 U | 1.2 U | 1.2 U | 1.2 U |
| Benzene | 71-43-2 | 1 | 3 | 13 | 0.12 U | 0.12 U | 0.12 U | 0.12 U | 0.11 U | 0.12 U | 0.13 U | 0.12 U | 0.12 U | 0.12 U |
| Bromodichloromethane | 75-27-4 | 1 | 46 | 46 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Bromoform | 75-25-2 | 1 | 86 | 370 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Bromomethane | 74-83-9 | 1 | 79 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Carbon Disulfide | 75-15-0 | NA | NA | NA | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Carbon Tetrachloride | 56-23-5 | 1 | 2 | 4 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Chlorobenzene | 108-90-7 | 1 | 37 | 680 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Chloroethane | 75-00-3 | NA | NA | NA | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Chloroform | 67-66-3 | 1 | 19 | 28 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Chloromethane | 74-87-3 | 10 | 520 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| cis-1,2-Dichloroethene | 156-59-2 | 1 | 79 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| cis-1,3-Dichloropropene | 10061-01-5 | 1 | 4 | 5 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| di-Isopropyl-ether | 108-20-3 | NA | NA | NA | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Dibromochloromethane | 124-48-1 | 1 | 110 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Ethylbenzene | 100-41-4 | 100 | 1000 | 1000 | 0.12 U | 0.12 U | 0.12 U | 0.12 U | 3.4 | 0.12 U | 0.13 U | 0.12 U | 0.12 U | 0.12 U |
| M&P-Xylenes | 108-38-3 | 67 | 410 | 1000 | 0.23 J | 0.24 U | 0.24 U | 0.23 U | 7.8 | 0.27 | 0.26 U | 0.24 U | 0.23 U | 0.23 U |
| Methyl-t-butyl ether | 1634-04-4 | NA | NA | NA | 0.12 U | 0.12 U | 0.12 U | 0.12 U | 0.11 U | 0.12 U | 0.13 U | 0.12 U | 0.12 U | 0.12 U |
| Methylene Chloride | 75-09-2 | 1 | 49 | 210 | 0.6 U | 0.61 U | 0.48 J | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| O-Xylene | 95-47-6 | 67 | 410 | 1000 | 0.12 U | 0.12 U | 0.12 U | 0.12 U | 2.7 | 0.12 U | 0.13 U | 0.12 U | 0.12 U | 0.12 U |
| Styrene | 100-42-5 | 100 | 23 | 97 | 0.12 U | 0.12 U | 0.49 | 0.12 U | 0.7 | 0.12 U | 0.13 U | 0.12 U | 0.12 U | 0.12 U |
| t-Butyl Alcohol | 75-65-0 | NA | NA | NA | 1.2 U | 1.2 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.3 U | 1.2 U | 1.2 U | 1.2 U |
| Tetrachloroethene | 127-18-4 | 1 | 4 | 6 | 0.29 J | 0.61 U | 0.59 U | 0.58 U | 0.77 | 0.15 J | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Toluene | 108-88-3 | 500 | 1000 | 1000 | 0.14 | 0.12 U | 0.12 U | 0.12 U | 0.22 | 0.18 | 0.13 U | 0.12 U | 0.12 U | 0.12 U |
| trans-1,2-Dichloroethene | 156-60-5 | 50 | 1000 | 1000 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| trans-1,3-Dichloropropene | 10061-02-6 | 1 | 4 | 5 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Trichloroethene | 79-01-6 | 1 | 23 | 54 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Trichlorofluoromethane | 75-69-4 | NA | NA | NA | 0.6 U | 0.61 U | 0.38 J | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |
| Vinyl Acetate | 108-05-4 | NA | NA | NA | 1.2 U | 1.2 U | 1.2 U | 1.2 U | 1.1 U | 1.2 U | 1.3 U | 1.2 U | 1.2 U | 1.2 U |
| Vinyl Chloride | 75-01-4 | 10 | 2 | 7 | 0.6 U | 0.61 U | 0.59 U | 0.58 U | 0.54 U | 0.61 U | 0.65 U | 0.61 U | 0.58 U | 0.58 U |

LEGEND

NJDEP New Jersey Department of Environmental Protection
mg/kg Milligrams per Kilograms, equivalent to parts per million
U Not detected at the PQL
J Analyte detected below PQL and/or estimated concentration
NA Not Available
Shaded value exceeded the NJDEP residential soil cleanup criteria.
Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria.

Table 2
Summary of Volatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-4B 0.5-1 0.5-1 AA90526 6/24/1999 mg/kg | SB-4B 5.5-6 5.5-6 AA90527 6/24/1999 mg/kg | TB 6/23 NA AA90522 6/23/1999 mg/kg | TB 6/24 NA AA90523 6/24/1999 mg/kg | TB 6/25 NA AA90530 6/25/1999 mg/kg | PA-C6-E6-01 2.0-2.5 AB56547 4/29/2002 mg/kg | PA-C6-E7-02 3.0-4.0 AB56551 4/29/2002 mg/kg | PA-C6-S7-02 3.0-4.0 AB56558 4/29/2002 mg/kg |
|---|---------------|---|--|--|---|---|--|--|--|---|---|---|
| 1,1,1-Trichloroethane | 71-55-6 | 50 | 210 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,1,2,2-Tetrachloroethane | 79-34-5 | 1 | 34 | 70 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,1,2-Trichloroethane | 79-00-5 | 1 | 22 | 420 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,1-Dichloroethane | 75-34-3 | 10 | 570 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,1-Dichloroethene | 75-35-4 | 10 | 8 | 150 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | | | |
| 1,2-Dichloroethane | 107-06-2 | 1 | 6 | 24 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,2-Dichloropropane | 78-87-5 | NA | 10 | 43 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | | | |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | | | |
| 2-Butanone | 78-93-3 | 50 | 1000 | 1000 | 3.2 U | 2.8 U | 3.1 U | 3.1 U | 3.1 U | 0.028 U | 0.027 U | 0.027 U |
| 2-Chloroethylvinylether | 110-75-8 | NA | NA | NA | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| 2-Hexanone | 591-78-6 | NA | NA | NA | 2.6 U | 2.2 U | 2.5 U | 2.5 U | 2.5 U | 0.022 U | 0.021 U | 0.022 U |
| 4-Methyl-2-Pentanone | 108-10-1 | 50 | 1000 | 1000 | 2.6 U | 2.2 U | 2.5 U | 2.5 U | 2.5 U | 0.022 U | 0.021 U | 0.022 U |
| Acetone | 67-64-1 | 100 | 1000 | 1000 | 2.6 U | 2.2 U | 2.5 U | 2.5 U | 2.5 U | 0.022 U | 0.021 U | 0.022 U |
| Acrolein | 107-02-8 | NA | NA | NA | 1.9 U | 1.7 U | 1.9 U | 1.9 U | 1.9 U | 0.017 U | 0.016 U | 0.016 U |
| Acrylonitrile | 107-13-1 | 1 | 1 | 5 | 1.3 U | 1.1 U | 1.2 U | 1.2 U | 1.2 U | 0.0077 U | 0.0074 U | 0.0075 U |
| Benzene | 71-43-2 | 1 | 3 | 13 | 0.13 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.0011 U | 0.0011 U | 0.0011 U |
| Bromodichloromethane | 75-27-4 | 46 | 1 | 46 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Bromoform | 75-25-2 | 1 | 86 | 370 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Bromomethane | 74-83-9 | 1 | 79 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Carbon Disulfide | 75-15-0 | NA | NA | NA | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Carbon Tetrachloride | 56-23-5 | 1 | 2 | 4 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Chlorobenzene | 108-90-7 | 1 | 37 | 680 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Chloroethane | 75-00-3 | NA | NA | NA | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Chloroform | 67-66-3 | 1 | 19 | 28 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Chloromethane | 74-87-3 | 10 | 520 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| cis-1,2-Dichloroethene | 156-59-2 | 1 | 79 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| cis-1,3-Dichloropropene | 10061-01-5 | 1 | 4 | 5 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| di-Isopropyl-ether | 108-20-3 | NA | NA | NA | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | | | |
| Dibromochloromethane | 124-48-1 | 1 | 110 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Ethylbenzene | 100-41-4 | 100 | 1000 | 1000 | 0.13 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.0064 U | 0.0013 U | 0.0016 U |
| M&P-Xylenes | 108-38-3 | 67 | 410 | 1000 | 0.59 U | 0.22 U | 0.25 U | 0.25 U | 0.25 U | 0.0051 U | 0.0017 U | 0.0065 U |
| Methyl-t-butyl ether | 1634-04-4 | NA | NA | NA | 0.13 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | | | |
| Methylene Chloride | 75-09-2 | 1 | 49 | 210 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0062 U | 0.008 U | 0.007 U |
| O-Xylene | 95-47-6 | 67 | 410 | 1000 | 0.26 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.011 U | 0.0028 U | 0.0031 U |
| Styrene | 100-42-5 | 100 | 23 | 97 | 0.57 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.0028 U | 0.0011 U | 0.0011 U |
| t-Butyl Alcohol | 75-65-0 | NA | NA | NA | 1.3 U | 1.1 U | 1.2 U | 1.2 U | 1.2 U | | | |
| Tetrachloroethene | 127-18-4 | 1 | 4 | 6 | 0.37 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0026 U | 0.0022 U | 0.0012 U |
| Toluene | 108-88-3 | 500 | 1000 | 1000 | 0.13 U | 0.11 U | 0.13 U | 0.13 U | 0.13 U | 0.0036 U | 0.0021 U | 0.0011 U |
| trans-1,2-Dichloroethene | 156-60-5 | 50 | 1000 | 1000 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| trans-1,3-Dichloropropene | 10061-02-6 | 1 | 4 | 5 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Trichloroethene | 79-01-6 | 1 | 23 | 54 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | 0.0054 U |
| Trichlorofluoromethane | 75-69-4 | NA | NA | NA | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | | | |
| Vinyl Acetate | 108-05-4 | NA | NA | NA | 1.3 U | 1.1 U | 1.2 U | 1.2 U | 1.2 U | | | |
| Vinyl Chloride | 75-01-4 | 10 | 2 | 7 | 0.64 U | 0.56 U | 0.63 U | 0.63 U | 0.63 U | 0.0056 U | 0.0053 U | ND |

LEGEND

NJDEP New Jersey Department of Environmental Protection
mg/kg Milligrams per Kilograms, equivalent to parts per million
U Not detected at the PQL
J Analyte detected below PQL and/or estimated concentration
NA Not Available
Shaded value exceeded the NJDEP residential soil cleanup criteria.
Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria.

Table 3
Summary of Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-N2 0.5-1.5 AA94324 8/27/1999 mg/kg | MW-N2 4.5-5.0 AA94325 8/27/1999 mg/kg | BH-N1 0.5-1.5 AA94149 8/25/1999 mg/kg | BH-N1 4.0-4.5 AA94150 8/25/1999 mg/kg | MW-C1 S-1 1.5-2.0 AA90433 6/23/1999 mg/kg | MW-C1 S-2 3-3.5 AA90434 6/23/1999 mg/kg | MW-C2 S-1 1-2 AA90327 6/22/1999 mg/kg | MW-C2 S-4 6-7 AA90328 6/25/1999 mg/kg | MW-C3 S-1 1.5-2.0 AA90435 6/23/1999 mg/kg | MW-C3 S-4 6-7 AA90436 6/23/1999 mg/kg | MW-C4 S-1 1.5-2.0 AA90437 6/23/1999 mg/kg | MW-C4 S-3 5-5.5 AA90438 6/23/1999 mg/kg | SB1 2-2.5 2-2.5 AA90503 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1,2,4-Trichlorobenzene | 120-82-1 | 100 | 68 | 1200 | 0.9 U | 0.17 U | 0.048 J | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2,4,5-Trichlorophenol | 95-95-4 | 50 | 5600 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2,4,6-Trichlorophenol | 88-06-2 | 10 | 62 | 270 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2,4-Dichlorophenol | 120-83-2 | 10 | 170 | 3100 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2,4-Dimethylphenol | 105-67-9 | 10 | 1100 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2,4-Dinitrophenol | 51-28-5 | 10 | 110 | 2100 | 1.8 U | 0.35 U | 0.36 U | 0.35 U | 0.34 U | 0.35 U | 1.9 U | 0.35 U | 3.7 U | 0.37 U | 3.9 U | 1.9 U | 0.69 U |
| 2,4-Dinitrotoluene | 121-14-2 | 10 | 1 | 4 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2,6-Dinitrotoluene | 606-20-2 | 10 | 1 | 4 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2-Chloronaphthalene | 91-58-7 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2-Chlorophenol | 95-57-8 | 10 | 280 | 5200 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2-Methylnaphthalene | 91-57-6 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2-Methylphenol | 95-48-7 | NA | 2800 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 1.9 | 0.18 U | 1.8 U | 0.18 U | 0.48 J | 1.6 | 0.35 U |
| 2-Nitroaniline | 88-74-4 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 2-Nitrophenol | 88-75-5 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 3,4-Methylphenol | 106-44-5 | NA | 2800 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 3,3'-Dichlorobenzidine | 91-94-1 | 100 | 2 | 6 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 3-Nitroaniline | 99-09-2 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4,6-Dinitro-2-methylphenol | 121-14-2 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4-Bromophenyl-phenylether | 101-55-3 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4-Chloro-3-methylphenol | 59-50-7 | 100 | 10000 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4-Chloroaniline | 106-47-8 | NA | 230 | 4200 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4-Chlorophenyl-phenylether | 7005-72-3 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4-Nitroaniline | 100-01-6 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| 4-Nitrophenol | 100-02-7 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Acenaphthene | 83-32-9 | 100 | 3400 | 10000 | 0.33 J | 0.17 U | 0.07 J | 0.17 U | 0.17 U | 0.18 U | 1.2 | 0.18 U | 1.8 U | 0.18 U | 2 | 6.2 | 0.35 U |
| Acenaphthylene | 208-96-8 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Anthracene | 120-12-7 | 100 | 10000 | 10000 | 0.61 J | 0.17 U | 0.26 | 0.17 U | 0.17 U | 0.18 U | 4.9 J | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Benzo[a]anthracene | 92-87-5 | NA | NA | NA | 1.8 U | 0.35 U | 0.36 U | 0.35 U | 0.34 U | 0.35 U | 5.2 | 0.18 U | 0.49 J | 0.18 U | 4.3 | 9.1 | 0.35 U |
| Benzo[a]pyrene | 56-55-3 | 500 | 0.9 | 4 | 0.9 U | 0.17 U | 0.77 | 0.17 U | 0.17 U | 0.18 U | 1.9 U | 0.35 U | 3.7 U | 0.37 U | 3.9 U | 1.9 U | 0.69 U |
| Benzo[b]fluoranthene | 50-32-8 | 100 | 0.66 | 0.66 | 0.9 U | 0.17 U | 0.068 J | 0.17 U | 0.17 U | 0.18 U | 2.8 U | 0.18 U | 1.8 U | 0.18 U | 5.6 | 6.8 | 0.35 U |
| Benzo[g,h,i]perylene | 205-99-2 | 50 | 0.9 | 4 | 0.9 U | 0.17 U | 0.1 J | 0.17 U | 0.17 U | 0.18 U | 2.2 | 0.18 U | 1.8 U | 0.18 U | 5.6 | 6.8 | 0.35 U |
| Benzo[k]fluoranthene | 191-24-2 | NA | NA | NA | 0.62 J | 0.17 U | 0.26 | 0.17 U | 0.15 J | 0.036 J | 3.4 | 0.18 U | 1.8 U | 0.18 U | 5.6 | 6.8 | 0.35 U |
| Benzo[e]fluoranthene | 207-08-9 | 500 | 0.9 | 4 | 0.62 J | 0.17 U | 0.26 | 0.17 U | 0.051 J | 0.18 U | 0.77 J | 0.18 U | 0.5 J | 0.18 U | 1.3 J | 3 | 0.35 U |
| Benzoic Acid | 65-85-0 | NA | NA | NA | 0.62 J | 0.044 J | 0.47 | 0.17 U | 0.075 J | 0.18 U | 1.3 | 0.18 U | 1.2 J | 0.18 U | 2.6 | 2.4 | 0.35 U |
| Benzyl Alcohol | 100-51-6 | 50 | 10000 | 10000 | 1.8 U | 0.35 U | 0.36 U | 0.35 U | 0.34 U | 0.35 U | 1.9 U | 0.35 U | 3.7 U | 0.37 U | 3.9 U | 1.9 U | 0.69 U |
| Bis(2-Chloroethoxy)Methane | 111-91-1 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Bis(2-Chloroethyl)ether | 111-44-4 | 10 | 0.66 | 3 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Bis(2-Chloroisopropyl)ether | 108-60-1 | 10 | 2300 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Bis(2-Ethylhexyl)phthalate | 117-81-7 | 100 | 49 | 210 | 6.8 | 0.63 | 5.2 | 0.059 J | 1.1 | 0.28 | 3.6 | 0.085 J | 13 | 0.18 U | 16 | 8.3 | 0.072 J |
| Butylbenzylphthalate | 85-68-7 | 100 | 1100 | 10000 | 0.9 U | 0.17 U | 1 | 0.17 U | 0.049 J | 0.049 J | 0.42 J | 0.18 U | 1.5 J | 0.18 U | 3.3 | 0.97 U | 0.35 U |
| Carbazole | 86-74-8 | NA | NA | NA | 0.28 J | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 1.8 | 0.18 U | 1.8 U | 0.18 U | 1.7 J | 4.5 | 0.35 U |
| Chrysene | 218-01-9 | 500 | 9 | 40 | 1.3 | 0.088 J | 0.78 | 0.17 U | 0.11 J | 0.18 U | 2.8 | 0.18 U | 1.5 J | 0.18 U | 5 | 6.6 | 0.35 U |
| Di-n-butylphthalate | 84-74-2 | 100 | 5700 | 10000 | 0.6 J | 0.035 J | 0.32 | 0.17 U | 0.066 J | 0.18 U | 0.94 U | 0.056 J | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.11 J |
| Di-n-octylphthalate | 117-84-0 | 100 | 1100 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.4 J | 0.18 U | 0.97 J | 0.18 U | 0.48 J | 0.97 U | 0.35 U |
| Dibenzo[a,h]anthracene | 53-70-3 | 100 | 0.66 | 0.66 | 0.23 J | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.3 J | 0.18 U | 1.8 U | 0.18 U | 0.51 J | 0.8 | 0.35 U |
| Dibenzofuran | 132-64-9 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.53 J | 0.18 U | 1.8 U | 0.18 U | 0.75 J | 2.7 | 0.35 U |
| Diethylphthalate | 84-66-2 | 50 | 10000 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Dimethylphthalate | 131-11-3 | 50 | 10000 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Fluoranthene | 206-44-0 | 100 | 2300 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Fluorene | 86-73-7 | 100 | 2300 | 10000 | 2.4 | 0.14 J | 1.4 | 0.17 U | 0.18 | 0.045 J | 7.9 | 0.18 U | 2.6 | 0.18 U | 12 | 19 | 0.35 U |
| Hexachlorobenzene | 118-74-1 | 100 | 0.66 | 2 | 0.32 J | 0.17 U | 0.066 J | 0.17 U | 0.17 U | 0.18 U | 1.4 | 0.18 U | 1.8 U | 0.18 U | 2.1 | 6.4 | 0.35 U |
| Hexachlorobutadiene | 87-68-3 | 100 | 1 | 21 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Hexachlorocyclopentadiene | 77-47-4 | 100 | 400 | 7300 | 2.7 U | 0.52 U | 0.54 U | 0.52 U | 0.51 U | 0.53 U | 2.8 U | 0.53 U | 5.5 U | 0.55 U | 5.8 U | 2.9 U | 1 U |
| Hexachloroethane | 67-72-1 | 100 | 6 | 100 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Indeno[1,2,3-cd]pyrene | 193-39-5 | 500 | 0.9 | 4 | 0.55 J | 0.17 U | 0.25 | 0.17 U | 0.052 J | 0.18 U | 0.84 J | 0.18 U | 0.47 J | 0.18 U | 1.4 J | 2.9 | 0.35 U |
| Isophorone | 78-59-1 | 50 | 1100 | 10000 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| N-Nitroso-Di-N-Propylamine | 621-64-7 | 10 | 0.66 | 0.66 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| N-Nitrosodimethylamine | 62-75-9 | NA | NA | NA | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| N-Nitrosodiphenylamine | 86-30-6 | 100 | 140 | 600 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Naphthalene | 91-20-3 | 100 | 230 | 4200 | 0.18 J | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0.35 U |
| Nitrobenzene | 98-95-3 | 10 | 28 | 520 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 1.6 | 0.18 U | 0.62 J | 0.18 U | 3.9 | 11 | 0.35 U |
| Pentachlorophenol | 87-86-5 | 100 | 6 | 24 | 0.9 U | 0.17 U | 0.18 U | 0.17 U | 0.17 U | 0.18 U | 0.94 U | 0.18 U | 1.8 U | 0.18 U | 1.9 U | 0.97 U | 0. |

Table 3
Summary of Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB1 0.5-1 0.5-1 AA90504 6/23/1999 mg/kg | SB2 1-1.5 1-1.5 AA90505 6/23/1999 mg/kg | SB2 3-3.5 3-3.5 AA90506 6/23/1999 mg/kg | SB3 1-1.5 1-1.5 AA90507 6/23/1999 mg/kg | SB3 3-3.5 3-3.5 AA90508 6/23/1999 mg/kg | SB-5A 0-0.5 0-0.5 AA90509 6/23/1999 mg/kg | SB-5A 1.5-2 1.5-2 AA90510 6/23/1999 mg/kg | SB-5A 2.5-3 2.5-3 AA90511 6/23/1999 mg/kg | SB-5A 6.5-7 6.5-7 AA90512 6/23/1999 mg/kg | SB-5B 0-0.5 0-0.5 AA90513 6/23/1999 mg/kg | SB-5B 2.5-3 2.5-3 AA90514 6/23/1999 mg/kg | SB-5B 7-7.5 7-7.5 AA90515 6/23/1999 mg/kg | SB-5C 2-2.5 2-2.5 AA90516 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1,2,4-Trichlorobenzene | 120-82-1 | 100 | 68 | 1200 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2,4,5-Trichlorophenol | 95-95-4 | 50 | 5600 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2,4,6-Trichlorophenol | 88-06-2 | 10 | 62 | 270 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2,4-Dichlorophenol | 120-83-2 | 10 | 170 | 3100 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2,4-Dimethylphenol | 105-67-9 | 10 | 1100 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2,4-Dinitrophenol | 51-28-5 | 10 | 110 | 2100 | 0.69 U | 0.69 U | 0.69 U | 0.68 U | 0.69 U | 3.5 U | 0.71 U | 0.68 U | 0.72 U | 7.2 U | 2.3 U | 0.71 U | 0.72 U |
| 2,4-Dinitrotoluene | 121-14-2 | 10 | 1 | 4 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2,6-Dinitrotoluene | 606-20-2 | 10 | 1 | 4 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2-Chloronaphthalene | 91-58-7 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2-Chlorophenol | 95-57-8 | 10 | 280 | 5200 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2-Methylnaphthalene | 91-57-6 | NA | NA | NA | 0.18 J | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.21 J | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2-Methylphenol | 95-48-7 | NA | 2800 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2-Nitroaniline | 88-74-4 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 2-Nitrophenol | 88-75-5 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 3,4-Methylphenol | 106-44-5 | NA | 2800 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 3,3'-Dichlorobenzidine | 91-94-1 | 100 | 2 | 6 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 3-Nitroaniline | 99-09-2 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4,6-Dinitro-2-methylphenol | 121-14-2 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4-Bromophenyl-phenylether | 101-55-3 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4-Chloro-3-methylphenol | 59-50-7 | 100 | 10000 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4-Chloroaniline | 106-47-8 | NA | 230 | 4200 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4-Chlorophenyl-phenylether | 7005-72-3 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4-Nitroaniline | 100-01-6 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| 4-Nitrophenol | 100-02-7 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Acenaphthene | 83-32-9 | 100 | 3400 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Acenaphthylene | 208-96-8 | NA | NA | NA | 0.1 J | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.48 | 0.34 U | 0.36 U | 3.6 U | 3 | 0.35 U | 1.2 |
| Anthracene | 120-12-7 | 100 | 10000 | 10000 | 0.11 J | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.3 J | 1.6 | 0.34 U | 0.36 U | 1.5 J | 7.6 | 0.35 U | 0.97 |
| Benzidine | 92-87-5 | NA | NA | NA | 0.69 U | 0.69 U | 0.69 U | 0.68 U | 0.69 U | 3.5 U | 0.71 U | 0.68 U | 0.72 U | 7.2 U | 2.3 U | 0.71 U | 0.72 U |
| Benzo[a]anthracene | 56-55-3 | 500 | 0.9 | 4 | 0.41 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 3.6 U | 2.2 U | 0.34 U | 0.36 U | 3.9 U | 2.3 U | 0.35 U | 2.3 U |
| Benzo[a]pyrene | 50-32-8 | 100 | 0.66 | 0.66 | 0.71 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 4.6 U | 2.8 U | 0.34 U | 0.36 U | 3.9 U | 2.3 U | 0.35 U | 2.3 U |
| Benzo[b]fluoranthene | 205-99-2 | 50 | 0.9 | 4 | 0.62 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 4.6 U | 2.8 U | 0.34 U | 0.36 U | 3.9 U | 2.3 U | 0.35 U | 2.3 U |
| Benzo[g,h,i]perylene | 191-24-2 | NA | NA | NA | 0.62 | 0.35 U | 0.35 U | 0.11 J | 0.35 U | 1.3 J | 1.3 | 0.34 U | 0.36 U | 1.6 J | 2.7 | 0.35 U | 0.89 |
| Benzo[k]fluoranthene | 207-08-9 | 500 | 0.9 | 4 | 0.61 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 1.1 U | 0.34 U | 0.36 U | 2.1 U | 1.4 | 0.35 U | 0.86 |
| Benzoic Acid | 65-85-0 | NA | NA | NA | 0.69 U | 0.69 U | 0.69 U | 0.68 U | 0.69 U | 3.5 U | 0.71 U | 0.68 U | 0.72 U | 7.2 U | 2.3 U | 0.71 U | 0.72 U |
| Benzyl Alcohol | 100-51-6 | 50 | 10000 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Bis(2-Chloroethoxy)Methane | 111-91-1 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Bis(2-Chloroethyl)ether | 111-44-4 | 10 | 0.66 | 3 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Bis(2-Chloroisopropyl)ether | 108-60-1 | 10 | 2300 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Bis(2-Ethylhexyl)phthalate | 117-81-7 | 100 | 49 | 210 | 9.6 | 0.35 U | 0.35 U | 0.29 J | 0.35 U | 11 | 8.9 | 0.34 U | 0.36 U | 28 | 12 | 0.35 U | 1.1 |
| Butylbenzylphthalate | 85-68-7 | 100 | 1100 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 0.74 J | 0.35 U | 0.34 U | 0.36 U | 1.4 J | 1.2 | 0.35 U | 1.1 |
| Carbazole | 86-74-8 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.5 | 0.34 U | 0.36 U | 0.82 J | 3.9 | 0.35 U | 0.36 U |
| Chrysene | 218-01-9 | 500 | 9 | 40 | 0.62 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 3.6 | 2.5 | 0.34 U | 0.36 U | 4 | 10 | 0.35 U | 2.5 |
| Di-n-butylphthalate | 84-74-2 | 100 | 5700 | 10000 | 0.17 J | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.3 J | 0.17 J | 0.34 U | 0.36 U | 3.6 U | 0.61 J | 0.35 U | 0.38 |
| Di-n-octylphthalate | 117-84-0 | 100 | 1100 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 1 J | 0.52 J | 0.35 U | 0.36 U |
| Dibenz[a,h]anthracene | 53-70-3 | 100 | 0.66 | 0.66 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 0.45 J | 0.3 J | 0.34 U | 0.36 U | 3.6 U | 1.1 J | 0.35 U | 0.25 J |
| Dibenzofuran | 132-84-9 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.21 J | 0.34 U | 0.36 U | 3.6 U | 1.1 J | 0.35 U | 0.4 |
| Diethylphthalate | 84-66-2 | 50 | 10000 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Dimethylphthalate | 131-11-3 | 50 | 10000 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Fluoranthene | 206-44-0 | 100 | 2300 | 10000 | 0.41 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 5.4 | 2.3 | 0.34 U | 0.36 U | 7.7 | 18 | 0.35 U | 5.5 |
| Fluorene | 86-73-7 | 100 | 2300 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 0.69 J | 0.67 | 0.34 U | 0.36 U | 3.6 U | 3.6 | 0.35 U | 1.1 |
| Hexachlorobenzene | 118-74-1 | 100 | 0.66 | 2 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Hexachlorobutadiene | 87-68-3 | 100 | 1 | 21 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Hexachlorocyclopentadiene | 77-47-4 | 100 | 400 | 7300 | 1 U | 1 U | 1 U | 1 U | 1 U | 5.3 U | 1.1 U | 1 U | 1.1 U | 1.1 U | 3.4 U | 1.1 U | 1.1 U |
| Hexachloroethane | 67-72-1 | 100 | 6 | 100 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Indeno[1,2,3-cd]pyrene | 193-39-5 | 500 | 0.9 | 4 | 0.48 | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.2 J | 1.1 U | 0.34 U | 0.36 U | 3.6 U | 1.6 J | 0.35 U | 0.71 |
| Isophorone | 78-59-1 | 50 | 1100 | 10000 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| N-Nitroso-Di-N-Propylamine | 621-64-7 | 10 | 0.66 | 0.66 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| N-Nitrosodimethylamine | 62-75-9 | NA | NA | NA | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| N-Nitrosodiphenylamine | 86-30-6 | 100 | 140 | 600 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Naphthalene | 91-20-3 | 100 | 230 | 4200 | 0.21 J | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 0.61 J | 0.91 | 0.34 U | 0.36 U | 3.6 U | 3 | 0.35 U | 1.9 |
| Nitrobenzene | 98-95-3 | 10 | 28 | 520 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | 1.1 U | 0.35 U | 0.36 U |
| Pentachlorophenol | 87-86-5 | 100 | 6 | 24 | 0.35 U | 0.35 U | 0.35 U | 0.34 U | 0.35 U | 1.8 U | 0.35 U | 0.34 U | 0.36 U | 3.6 U | | | |

Table 3
Summary of Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/ka | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/ka | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/ka | SB-5C 3.5-4 3.5-4 AA90517 6/23/1999 mg/ka | SB-5D 0-0.5 0-0.5 AA90528 6/25/1999 mg/ka | SB-5D 3.5-4 3.5-4 AA90529 6/25/1999 mg/ka | SB-5E 0.5-1 0.5-1 AA90518 6/23/1999 mg/ka | SB-5E 2.5-3 2.5-3 AA90519 6/23/1999 mg/ka | SB-5E 6-6.5 6-6.5 AA90520 6/23/1999 mg/ka | SB-5E 9.5-10 9.5-10 AA90521 6/23/1999 mg/ka | SB-4A 1.0-1.5 1-1.5 AA90524 6/24/1999 mg/ka | SB-4A 5.5-6 5.5-6 AA90525 6/24/1999 mg/ka | SB-4B 0.5-1 0.5-1 AA90526 6/24/1999 mg/ka | SB-4B 5.5-6 5.5-6 AA90527 6/24/1999 mg/ka | BH-N6 0.0-0.5 AB16065 10/2/2000 mg/ka |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| 1,2,4-Trichlorobenzene | 120-82-1 | 100 | 68 | 1200 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2,4,5-Trichlorophenol | 95-95-4 | 50 | 5600 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2,4,6-Trichlorophenol | 88-06-2 | 10 | 62 | 270 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2,4-Dichlorophenol | 120-83-2 | 10 | 170 | 3100 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2,4-Dimethylphenol | 105-67-9 | 10 | 1100 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2,4-Dinitrophenol | 51-28-5 | 10 | 110 | 2100 | 0.71 U | 3.5 U | 0.69 U | 3.6 U | 3.7 U | 0.76 U | 0.69 U | 0.71 U | 0.68 U | 3.7 U | 0.69 U | NR |
| 2,4-Dinitrotoluene | 121-14-2 | 10 | 1 | 4 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2,6-Dinitrotoluene | 606-20-2 | 10 | 1 | 4 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2-Chloronaphthalene | 91-58-7 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2-Chlorophenol | 95-57-8 | 10 | 280 | 5200 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2-Methylnaphthalene | 91-57-6 | NA | NA | NA | 0.21 J | 1.7 U | 0.35 U | 0.45 J | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2-Methylphenol | 95-48-7 | NA | 2800 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2-Nitroaniline | 88-74-4 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 2-Nitrophenol | 88-75-5 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 3,4-Methylphenol | 106-44-5 | NA | 2800 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 3,3'-Dichlorobenzidine | 91-94-1 | 100 | 2 | 6 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 3-Nitroaniline | 99-09-2 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4,6-Dinitro-2-methylphenol | 121-14-2 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4-Bromophenyl-phenylether | 101-55-3 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4-Chloro-3-methylphenol | 59-50-7 | 100 | 10000 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4-Chloroaniline | 106-47-8 | NA | 230 | 4200 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4-Chlorophenyl-phenylether | 7005-72-3 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4-Nitroaniline | 100-01-6 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| 4-Nitrophenol | 100-02-7 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Acenaphthene | 83-32-9 | 100 | 3400 | 10000 | 0.52 | 1.3 J | 0.35 U | 2.3 | 0.89 J | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Acenaphthylene | 208-96-8 | NA | NA | NA | 0.11 J | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Anthracene | 120-12-7 | 100 | 10000 | 10000 | 0.85 | 4.1 | 0.35 U | 4.6 | 1.6 J | 0.38 U | 0.35 U | 0.19 J | 0.34 U | 1.8 J | 0.35 U | 0.89 U |
| Benidine | 92-87-5 | NA | NA | NA | 0.71 U | 3.5 U | 0.69 U | 3.6 U | 3.7 U | 0.76 U | 0.69 U | 0.71 U | 0.68 U | 3.7 U | 0.69 U | NR |
| Benzo[a]anthracene | 56-55-3 | 500 | 0.9 | 4 | 0.5 | 1.0 | 0.072 J | 5.3 | 4.8 | 0.38 U | 0.35 U | 0.75 | 0.34 U | 4.9 | 0.35 U | 0.22 J |
| Benzo[a]pyrene | 50-32-8 | 100 | 0.66 | 0.66 | 0.23 J | 0.5 | 0.071 J | 5.2 | 5.3 | 0.38 U | 0.35 U | 0.83 | 0.34 U | 5.6 | 0.35 U | 0.21 J |
| Benzo[b]fluoranthene | 205-99-2 | 50 | 0.9 | 4 | 0.34 J | 1.2 | 0.096 J | 7.1 | 7.6 | 0.38 U | 0.35 U | 0.83 | 0.34 U | 7.8 | 0.35 U | 0.89 U |
| Benzo[g,h,i]perylene | 191-24-2 | NA | NA | NA | 0.093 J | 3.5 | 0.35 U | 2.2 | 2.3 | 0.38 U | 0.35 U | 0.44 | 0.34 U | 2.1 | 0.35 U | 0.19 J |
| Benzo[k]fluoranthene | 207-08-9 | 500 | 0.9 | 4 | 0.14 J | 0.2 | 0.35 U | 2.8 | 2.8 | 0.38 U | 0.35 U | 0.62 | 0.34 U | 3.3 | 0.35 U | 0.89 U |
| Benzoic Acid | 65-85-0 | NA | NA | NA | 0.71 U | 3.5 U | 0.35 U | 3.6 U | 3.7 U | 0.76 U | 0.69 U | 0.71 U | 0.68 U | 3.7 U | 0.69 U | NR |
| Benzyl Alcohol | 100-51-6 | 50 | 10000 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Bis(2-Chloroethoxy)Methane | 111-91-1 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Bis(2-Chloroethyl)ether | 111-44-4 | 10 | 0.66 | 3 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Bis(2-Chloroisopropyl)ether | 108-60-1 | 10 | 2300 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Bis(2-Ethylhexyl)phthalate | 117-81-7 | 100 | 49 | 210 | 0.12 J | 4.4 | 0.9 | 32 | 19 | 0.38 U | 0.35 U | 2.9 | 0.34 U | 34 | 0.07 J | NR |
| Butylbenzylphthalate | 85-68-7 | 100 | 1100 | 10000 | 0.35 U | 1.7 U | 0.35 U | 6.6 | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 2.3 | 0.35 U | NR |
| Carbazole | 86-74-8 | NA | NA | NA | 0.21 J | 2.6 | 0.35 U | 2 | 1.1 J | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 0.51 J | 0.35 U | NR |
| Chrysene | 218-01-9 | 500 | 9 | 40 | 0.42 | 1.1 | 0.083 J | 5.9 | 5.6 | 0.38 U | 0.35 U | 0.91 | 0.34 U | 5.7 | 0.35 U | 0.2 J |
| Di-n-butylphthalate | 84-74-2 | 100 | 5700 | 10000 | 0.35 U | 0.37 J | 0.093 J | 0.44 J | 0.41 J | 0.38 U | 0.081 J | 0.098 J | 0.34 U | 0.69 J | 0.35 U | NR |
| Di-n-octylphthalate | 117-84-0 | 100 | 1100 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.4 J | 0.35 U | NR |
| Dibenzo[a,h]anthracene | 53-70-3 | 100 | 0.66 | 0.66 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.4 J | 0.35 U | 0.89 U |
| Dibenzofuran | 132-64-9 | NA | NA | NA | 0.31 J | 0.68 J | 0.35 U | 0.6 J | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Diethylphthalate | 84-66-2 | 50 | 10000 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Dimethylphthalate | 131-11-3 | 50 | 10000 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Fluoranthene | 206-44-0 | 100 | 2300 | 10000 | 2 | 13 | 0.14 J | 8.5 | 8.5 | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 7.2 | 0.35 U | 0.29 J |
| Fluorene | 86-73-7 | 100 | 2300 | 10000 | 0.9 | 2 | 0.35 U | 2.1 | 0.97 J | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 0.71 J | 0.35 U | 0.89 U |
| Hexachlorobenzene | 118-74-1 | 100 | 0.66 | 2 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Hexachlorobutadiene | 87-68-3 | 100 | 1 | 21 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Hexachlorocyclopentadiene | 77-47-4 | 100 | 400 | 7300 | 1.1 U | 5.2 U | 1 U | 5.4 U | 5.6 U | 1.1 U | 1 U | 1.1 U | 1 U | 5.6 U | 1 U | NR |
| Hexachloroethane | 67-72-1 | 100 | 6 | 100 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Indeno[1,2,3-cd]pyrene | 193-39-5 | 500 | 0.9 | 4 | 0.089 J | 4.1 | 0.35 U | 2.3 | 2.3 | 0.38 U | 0.35 U | 0.29 J | 0.34 U | 1.9 | 0.35 U | 0.89 U |
| Isophorone | 78-59-1 | 50 | 1100 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| N-Nitroso-Di-N-Propylamine | 621-64-7 | 10 | 0.66 | 0.66 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| N-Nitrosodimethylamine | 62-75-9 | NA | NA | NA | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| N-Nitrosodiphenylamine | 86-30-6 | 100 | 140 | 600 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Naphthalene | 91-20-3 | 100 | 230 | 4200 | 0.6 | 0.45 J | 0.35 U | 1.5 J | 0.44 J | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | 0.89 U |
| Nitrobenzene | 98-95-3 | 10 | 28 | 520 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Pentachlorophenol | 87-86-5 | 100 | 6 | 24 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Phenanthrene | 85-01-8 | NA | NA | NA | 3.2 | 13 | 0.18 J | 14 | 8.8 | 0.38 U | 0.35 U | 0.47 | 0.085 J | 5.8 | 0.35 U | 0.19 J |
| Phenol | 108-95-2 | 50 | 10000 | 10000 | 0.35 U | 1.7 U | 0.35 U | 1.8 U | 1.9 U | 0.38 U | 0.35 U | 0.35 U | 0.34 U | 1.9 U | 0.35 U | NR |
| Pyrene | 129-00-0 | 100 | 1700 | 10000 | 1.4 | 36 | 0.2 J | 21 | 22 | 0.38 U | 0.35 U | 3.5 | 0.34 U | 18 | 0.35 U | 0.89 U |
| Pyridine | 110-86-1 | NA | NA | NA | 1.1 U | 5.2 U | 1 U | 5.4 U | 5.6 U | 1.1 U | 1 U | 1.1 U | 1 U | 5.6 U | 1 U | NR |

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 NR - Analysis not requested
 Value exceeded the NJDEP residential soil cleanup criteria.
 Value exceeded the NJDEP non-residential soil cleanup criteria.

Table 3
Summary of Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | BH-N7 0.0-0.5 AB16066 10/2/2000 mg/kg |
|---|---------------|---|--|--|---|
| 1,2,4-Trichlorobenzene | 120-82-1 | 100 | 68 | 1200 | NR |
| 1,2-Dichlorobenzene | 95-50-1 | 50 | 5100 | 10000 | NR |
| 1,3-Dichlorobenzene | 541-73-1 | 100 | 5100 | 10000 | NR |
| 1,4-Dichlorobenzene | 106-46-7 | 100 | 570 | 10000 | NR |
| 2,4,5-Trichlorophenol | 95-95-4 | 50 | 5600 | 10000 | NR |
| 2,4,6-Trichlorophenol | 88-06-2 | 10 | 62 | 270 | NR |
| 2,4-Dichlorophenol | 120-83-2 | 10 | 170 | 3100 | NR |
| 2,4-Dimethylphenol | 105-67-9 | 10 | 1100 | 10000 | NR |
| 2,4-Dinitrophenol | 51-28-5 | 10 | 110 | 2100 | NR |
| 2,4-Dinitrotoluene | 121-14-2 | 10 | 1 | 4 | NR |
| 2,6-Dinitrotoluene | 606-20-2 | 10 | 1 | 4 | NR |
| 2-Chloronaphthalene | 91-58-7 | NA | NA | NA | NR |
| 2-Chlorophenol | 95-57-8 | 10 | 280 | 5200 | NR |
| 2-Methylnaphthalene | 91-57-6 | NA | NA | NA | NR |
| 2-Methylphenol | 95-48-7 | NA | 2800 | 10000 | NR |
| 2-Nitroaniline | 88-74-4 | NA | NA | NA | NR |
| 2-Nitrophenol | 88-75-5 | NA | NA | NA | NR |
| 3&4-Methylphenol | 106-44-5 | NA | 2800 | 10000 | NR |
| 3,3'-Dichlorobenzidine | 91-94-1 | 100 | 2 | 6 | NR |
| 3-Nitroaniline | 99-09-2 | NA | NA | NA | NR |
| 4,6-Dinitro-2-methylphenol | 121-14-2 | NA | NA | NA | NR |
| 4-Bromophenyl-phenylether | 101-55-3 | NA | NA | NA | NR |
| 4-Chloro-3-methylphenol | 59-50-7 | 100 | 10000 | 10000 | NR |
| 4-Chloroaniline | 106-47-8 | NA | 230 | 4200 | NR |
| 4-Chlorophenyl-phenylether | 7005-72-3 | NA | NA | NA | NR |
| 4-Nitroaniline | 100-01-6 | NA | NA | NA | NR |
| 4-Nitrophenol | 100-02-7 | NA | NA | NA | NR |
| Acenaphthene | 83-32-9 | 100 | 3400 | 10000 | 0.9 U |
| Acenaphthylene | 208-96-8 | NA | NA | NA | 0.9 U |
| Anthracene | 120-12-7 | 100 | 10000 | 10000 | 0.9 U |
| Benzidine | 92-87-5 | NA | NA | NA | NR |
| Benzo[a]anthracene | 56-55-3 | 500 | 0.9 | 4 | 0.42 J |
| Benzo[a]pyrene | 50-32-8 | 100 | 0.66 | 0.66 | 0.47 J |
| Benzo[b]fluoranthene | 205-99-2 | 50 | 0.9 | 4 | 0.64 J |
| Benzo[g,h,i]perylene | 191-24-2 | NA | NA | NA | 0.2 J |
| Benzo[k]fluoranthene | 207-08-9 | 500 | 0.9 | 4 | 0.44 J |
| Benzoic Acid | 65-85-0 | NA | NA | NA | NR |
| Benzyl Alcohol | 100-51-6 | 50 | 10000 | 10000 | NR |
| Bis(2-Chloroethoxy)Methane | 111-91-1 | NA | NA | NA | NR |
| Bis(2-Chloroethyl)ether | 111-44-4 | 10 | 0.66 | 3 | NR |
| Bis(2-Chloroisopropyl)ether | 108-60-1 | 10 | 2300 | 10000 | NR |
| Bis(2-Ethylhexyl)phthalate | 117-81-7 | 100 | 49 | 210 | NR |
| Butylbenzylphthalate | 85-68-7 | 100 | 1100 | 10000 | NR |
| Carbazole | 86-74-8 | NA | NA | NA | NR |
| Chrysene | 218-01-9 | 500 | 9 | 40 | 0.5 J |
| Di-n-butylphthalate | 84-74-2 | 100 | 5700 | 10000 | NR |
| Di-n-octylphthalate | 117-84-0 | 100 | 1100 | 10000 | NR |
| Dibenzo[a,h]anthracene | 53-70-3 | 100 | 0.66 | 0.66 | 0.9 U |
| Dibenzofuran | 132-64-9 | NA | NA | NA | NR |
| Diethylphthalate | 84-66-2 | 50 | 10000 | 10000 | NR |
| Dimethylphthalate | 131-11-3 | 50 | 10000 | 10000 | NR |
| Fluoranthene | 206-44-0 | 100 | 2300 | 10000 | 0.85 J |
| Fluorene | 86-73-7 | 100 | 2300 | 10000 | 0.9 U |
| Hexachlorobenzene | 118-74-1 | 100 | 0.66 | 2 | NR |
| Hexachlorobutadiene | 87-68-3 | 100 | 1 | 21 | NR |
| Hexachlorocyclopentadiene | 77-47-4 | 100 | 400 | 7300 | NR |
| Hexachloroethane | 67-72-1 | 100 | 6 | 100 | NR |
| Indeno[1,2,3-cd]pyrene | 193-39-5 | 500 | 0.9 | 4 | 0.23 J |
| Isophorone | 78-59-1 | 50 | 1100 | 10000 | NR |
| N-Nitroso-Di-N-Propylamine | 621-64-7 | 10 | 0.66 | 0.66 | NR |
| N-Nitrosodimethylamine | 62-75-9 | NA | NA | NA | NR |
| N-Nitrosodiphenylamine | 86-30-6 | 100 | 140 | 600 | NR |
| Naphthalene | 91-20-3 | 100 | 230 | 4200 | 0.9 U |
| Nitrobenzene | 98-95-3 | 10 | 28 | 520 | NR |
| Pentachlorophenol | 87-86-5 | 100 | 6 | 24 | NR |
| Phenanthrene | 85-01-8 | NA | NA | NA | 0.51 J |
| Phenol | 108-95-2 | 50 | 10000 | 10000 | NR |
| Pyrene | 129-00-0 | 100 | 1700 | 10000 | 1.1 |
| Pyridine | 110-86-1 | NA | NA | NA | NR |

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 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 NR - Analysis not requested
 Value exceeded the NJDEP residential soil cleanup criteria.
 Value exceeded the NJDEP non-residential soil cleanup criteria.

Table 4
 Summary of PCB Soil Sampling Results
 Naporano Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-N2 0.5-1.5 AA94324 8/27/1999 mg/kg | MW-N2 4.5-5.0 AA94325 8/27/1999 mg/kg | BH-N5F 0.5-2.0 AA94655 9/2/1999 mg/kg | BH-N5F 6.0-8.0 AA94656 9/2/1999 mg/kg | BH-N1 0.5-1.5 AA94149 8/25/1999 mg/kg | BH-N1 4.0-4.5 AA94150 8/25/1999 mg/kg | MW-C1 S-1 1.5-2.0 AA90433 6/23/1999 mg/kg | MW-C1 S-2 3-3.5 AA90434 6/23/1999 mg/kg | MW-C2 S-1 1-2 AA90327 6/22/1999 mg/kg | MW-C2 S-4 6-7 AA90328 6/25/1999 mg/kg | MW-C3 S-1 1.5-2.0 AA90435 6/23/1999 mg/kg | MW-C3 S-4 6-7 AA90436 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Aroclor-1016 | 12674-11-2 | 50 | 0.49 | 2 | 0.18 U | 0.017 U | 0.82 | 2.1 | 0.36 U | 0.017 U | 0.017 U | 0.018 U | 0.09 U | 0.01 U | 0.18 U | 0.018 U |
| Aroclor-1221 | 11104-28-2 | 50 | 0.49 | 2 | 0.18 U | 0.017 U | 0.017 U | 0.087 U | 0.36 U | 0.017 U | 0.017 U | 0.018 U | 0.09 U | 0.01 U | 0.18 U | 0.018 U |
| Aroclor-1232 | 11141-16-5 | 50 | 0.49 | 2 | 0.18 U | 0.017 U | 0.017 U | 0.087 U | 0.36 U | 0.017 U | 0.017 U | 0.018 U | 0.09 U | 0.01 U | 0.18 U | 0.018 U |
| Aroclor-1242 | 53469-21-9 | 50 | 0.49 | 2 | 0.18 U | 0.017 U | 0.017 U | 0.087 U | 0.36 U | 0.017 U | 0.017 U | 0.018 U | 0.09 U | 0.01 U | 0.18 U | 0.018 U |
| Aroclor-1248 | 12672-29-6 | 50 | 0.49 | 2 | 5.8 | 0.4 | 0.017 U | 0.087 U | 0.9 | 0.017 U | 0.8 | 0.29 | 2.8 | 0.01 U | 9.7 | 0.018 U |
| Aroclor-1254 | 11097-69-1 | 50 | 0.49 | 2 | 5.2 | 0.44 | 1.1 | 0.93 | 0.36 U | 0.017 U | 0.017 U | 0.018 U | 0.09 U | 0.01 U | 3.7 | 0.018 U |
| Aroclor-1260 | 11096-82-5 | 50 | 0.49 | 2 | 0.18 U | 0.017 U | 0.017 U | 0.087 U | 8.7 | 0.092 | 0.21 | 0.064 | 1.7 | 0.01 U | 0.18 U | 0.018 U |

Notes:

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J - Analyte detected below PQL and/or estimated concentration

NR - Analysis Not Requested

Value exceeded the NJDEP residential soil cleanup standard.

Value exceeded the NJDEP residential and non-residential soil cleanup standards.

Bolded value exceeded the NJDEP impact to groundwater cleanup standard.

Table 4
 Summary of PCB Soil Sampling Results
 Naporano Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C4 S-1 1.5-2.0 AA90437 6/23/1999 mg/kg | MW-C4 S-3 5-5.5 AA90438 6/23/1999 mg/kg | MW-C5 S-1 1-2 AA90531 6/24/1999 mg/kg | MW-C5 S-5 8-8.5 AA90532 6/24/1999 mg/kg | PA-C6 S-1 0-1 AA90533 6/24/1999 mg/kg | PA-C6 S-5 8-8.5 AA90534 6/24/1999 mg/kg | PA-C7 S-1 0-1 AA90535 6/24/1999 mg/kg | PA-C7 S-5 8-8.5 AA90536 6/24/1999 mg/kg | SB1 2-2.5 2-2.5 AA90503 6/23/1999 mg/kg | SB1 0.5-1 0.5-1 AA90504 6/23/1999 mg/kg | SB2 1-1.5 1-1.5 AA90505 6/23/1999 mg/kg | SB2 3-3.5 3-3.5 AA90506 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Aroclor-1016 | 12674-11-2 | 50 | 0.49 | 2 | 1.9 U | 0.019 U | 0.18 U | 0.018 U | 0.017 U | 0.018 U | 0.018 U | 0.017 U | 0.035 U | 0.035 U | 0.035 U | 0.035 U |
| Aroclor-1221 | 11104-28-2 | 50 | 0.49 | 2 | 1.9 U | 0.019 U | 0.18 U | 0.018 U | 0.017 U | 0.018 U | 0.018 U | 0.017 U | 0.035 U | 0.035 U | 0.035 U | 0.035 U |
| Aroclor-1232 | 11141-16-5 | 50 | 0.49 | 2 | 1.9 U | 0.019 U | 0.18 U | 0.018 U | 0.017 U | 0.018 U | 0.018 U | 0.017 U | 0.035 U | 0.035 U | 0.035 U | 0.035 U |
| Aroclor-1242 | 53469-21-9 | 50 | 0.49 | 2 | 1.9 U | 0.019 U | 0.18 U | 0.018 U | 0.017 U | 0.018 U | 0.018 U | 0.017 U | 0.035 U | 0.035 U | 0.035 U | 0.035 U |
| Aroclor-1248 | 12672-29-6 | 50 | 0.49 | 2 | 1.9 U | 0.79 | 5.5 | 0.018 U | 0.017 U | 0.12 | 0.87 | 0.017 U | 0.035 U | 2.0 | 0.035 U | 0.035 U |
| Aroclor-1254 | 11097-69-1 | 50 | 0.49 | 2 | 89 | 1.5 | 2.2 | 0.018 U | 0.017 U | 0.018 U | 0.77 | 0.017 U | 0.035 U | 1.1 | 0.035 U | 0.035 U |
| Aroclor-1260 | 11096-82-5 | 50 | 0.49 | 2 | 1.9 U | 0.019 U | 0.18 U | 0.018 U | 0.017 U | 0.018 U | 0.018 U | 0.017 U | 0.035 U | 0.035 U | 0.035 U | 0.035 U |

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NR - Analysis Not Requested

Value exceeded the NJDEP residential soil cleanup standard.

Value exceeded the NJDEP residential and non-residential soil cleanup standards.

Bolded value exceeded the NJDEP impact to groundwater cleanup standard.

Table 4
 Summary of PCB Soil Sampling Results
 Naporano Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB3 1-1.5 1-1.5 AA90507 6/23/1999 mg/kg | SB3 3-3.5 3-3.5 AA90508 6/23/1999 mg/kg | SB-5A 0-0.5 0-0.5 AA90509 6/23/1999 mg/kg | SB-5A 1.5-2 1.5-2 AA90510 6/23/1999 mg/kg | SB-5A 2.5-3 2.5-3 AA90511 6/23/1999 mg/kg | SB-5A 6.5-7 6.5-7 AA90512 6/23/1999 mg/kg | SB-5B 0-0.5 0-0.5 AA90513 6/23/1999 mg/kg | SB-5B 2.5-3 2.5-3 AA90514 6/23/1999 mg/kg | SB-5B 7-7.5 7-7.5 AA90515 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|
| Aroclor-1016 | 12674-11-2 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |
| Aroclor-1221 | 11104-28-2 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |
| Aroclor-1232 | 11141-16-5 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |
| Aroclor-1242 | 53469-21-9 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |
| Aroclor-1248 | 12672-29-6 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |
| Aroclor-1254 | 11097-69-1 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |
| Aroclor-1260 | 11096-82-5 | 50 | 0.49 | 2 | 0.034 U | 0.035 U | 0.18 U | 0.18 U | 0.034 U | 0.036 U | 0.36 U | 0.38 U | 0.035 U |

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Value exceeded the NJDEP residential and non-residential soil cleanup standards.

Bolded value exceeded the NJDEP impact to groundwater cleanup standard.

Table 4
 Summary of PCB Soil Sampling Results
 Naporano Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5C 2-2.5 2-2.5 AA90516 6/23/1999 mg/kg | SB-5C 3.5-4 3.5-4 AA90517 6/23/1999 mg/kg | SB-5D 0-0.5 0-0.5 AA90528 6/25/1999 mg/kg | SB-5D 3.5-4 3.5-4 AA90529 6/25/1999 mg/kg | SB-5E 0.5-1 0.5-1 AA90518 6/23/1999 mg/kg | SB-5E 2.5-3 2.5-3 AA90519 6/23/1999 mg/kg | SB-5E 6-6.5 6-6.5 AA90520 6/23/1999 mg/kg | SB-5E 9.5-10 9.5-10 AA90521 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|
| Aroclor-1016 | 12674-11-2 | 50 | 0.49 | 2 | 0.36 U | 0.035 U | 0.17 U | 0.035 U | 0.36 U | 0.37 U | 0.038 U | 0.035 U |
| Aroclor-1221 | 11104-28-2 | 50 | 0.49 | 2 | 0.36 U | 0.035 U | 0.17 U | 0.035 U | 0.36 U | 0.37 U | 0.038 U | 0.035 U |
| Aroclor-1232 | 11141-16-5 | 50 | 0.49 | 2 | 0.36 U | 0.035 U | 0.17 U | 0.035 U | 0.36 U | 0.37 U | 0.038 U | 0.035 U |
| Aroclor-1242 | 53469-21-9 | 50 | 0.49 | 2 | 0.36 U | 0.035 U | 0.17 U | 0.035 U | 0.36 U | 0.37 U | 0.038 U | 0.035 U |
| Aroclor-1248 | 12672-29-6 | 50 | 0.49 | 2 | 8.3 | 0.035 U | 4.8 | 0.66 | 12 | 0.2 | 0.035 U | 0.035 U |
| Aroclor-1254 | 11097-69-1 | 50 | 0.49 | 2 | 4.3 | 0.035 U | 1.7 | 0.59 | 5.9 | 0.37 U | 0.34 | 0.035 U |
| Aroclor-1260 | 11096-82-5 | 50 | 0.49 | 2 | 0.36 U | 0.035 U | 0.17 U | 0.035 U | 0.36 U | 6.3 | 0.038 U | 0.035 U |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NR - Analysis Not Requested
- 8.3** Value exceeded the NJDEP residential soil cleanup standard.
- 4.3** Value exceeded the NJDEP residential and non-residential soil cleanup standards.
- 6.3** Bolded value exceeded the NJDEP impact to groundwater cleanup standard.

Table 4
 Summary of PCB Soil Sampling Results
 Naporano Neu Facilities
 Port Newark
 Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-4A 1.0-1.5 1-1.5 AA90524 6/24/1999 mg/kg | SB-4A 5.5-6 5.5-6 AA90525 6/24/1999 mg/kg | SB-4B 0.5-1 0.5-1 AA90526 6/24/1999 mg/kg | SB-4B 5.5-6 5.5-6 AA90527 6/24/1999 mg/kg | BH-N6 00.0-0.5 AB16065 10/2/2000 mg/kg | BH-N7 0.0-0.5 AB16066 10/2/2000 mg/kg |
|---|---------------|---|--|--|---|---|---|---|--|---|
| Aroclor-1016 | 12674-11-2 | 50 | 0.49 | 2 | 0.035 U | 0.034 U | 0.37 U | 0.035 U | 0.035 U | 0.18 U |
| Aroclor-1221 | 11104-28-2 | 50 | 0.49 | 2 | 0.035 U | 0.034 U | 0.37 U | 0.035 U | NR | NR |
| Aroclor-1232 | 11141-16-5 | 50 | 0.49 | 2 | 0.035 U | 0.034 U | 0.37 U | 0.035 U | NR | NR |
| Aroclor-1242 | 53469-21-9 | 50 | 0.49 | 2 | 0.035 U | 0.034 U | 0.37 U | 0.035 U | NR | NR |
| Aroclor-1248 | 12672-29-6 | 50 | 0.49 | 2 | 0.96 | 0.034 U | 0.15 | 0.035 U | 0.035 U | 0.18 U |
| Aroclor-1254 | 11097-69-1 | 50 | 0.49 | 2 | 0.48 | 0.034 U | 5.9 | 0.035 U | 0.74 | 0.18 U |
| Aroclor-1260 | 11096-82-5 | 50 | 0.49 | 2 | 0.035 U | 0.034 U | 0.37 U | 0.035 U | 0.035 U | 2.7 |

Notes:

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NR - Analysis Not Requested

~~0.15~~ Value exceeded the NJDEP residential soil cleanup standard.

~~5.9~~ Value exceeded the NJDEP residential and non-residential soil cleanup standards.

0.96 Bolded value exceeded the NJDEP impact to groundwater cleanup standard.

**Table 5
Summary of Pesticides Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey**

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-N2 0.5-1.5 AA94324 8/27/1999 mg/kg | MW-N2 4.5-5.0 AA94325 8/27/1999 mg/kg | BH-N5F 0.5-2.0 AA94655 9/2/1999 mg/kg | BH-N5F 6.0-8.0 AA94656 9/2/1999 mg/kg | BH-N1 0.5-1.5 AA94149 8/25/1999 mg/kg | BH-N1 4.0-4.5 AA94150 8/25/1999 mg/kg | MW-C1 S-1 1.5-2.0 AA90433 6/23/1999 mg/kg | MW-C1 S-2 3-3.5 AA90434 6/23/1999 mg/kg | MW-C2 S-1 1-2 AA90327 6/22/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|
| Aldrin | 309-00-2 | 50 | 0.04 | 0.17 | 0.018 U | 0.015 | 0.057 | 0.085 | 0.038 U | 0.0035 U | 0.032 | 0.014 | 0.01 U |
| Alpha-BHC | 319-84-6 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Beta-BHC | 319-85-7 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Chlordane | 57-74-9 | NA | NA | NA | 0.036 U | 0.0069 U | 0.069 U | 0.0069 U | 0.14 U | 0.0069 U | 0.0067 U | 0.0071 U | 0.03 U |
| Delta-BHC | 319-86-8 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Dieldrin | 60-57-1 | 50 | 0.042 | 0.18 | 0.018 U | 0.0035 U | 0.035 U | 0.036 | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Endosulfan I | 959-98-8 | 50 | 340 | 6200 | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Endosulfan II | 33213-65-9 | 50 | 340 | 6200 | 0.073 | 0.0081 | 0.035 U | 0.016 | 0.3 | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Endosulfan Sulfate | 1031-07-8 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Endrin | 72-20-8 | 50 | 17 | 310 | 0.16 | 0.013 | 0.056 | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Endrin Aldehyde | 7421-93-4 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0041 | 0.0035 U | 0.01 U |
| Endrin Ketone | 53494-70-5 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0062 | 0.0035 U | 0.01 U |
| Gamma-BHC | 58-89-9 | NA | 0.52 | 2.2 | 0.018 U | 0.0035 U | 0.035 U | 0.021 | 0.072 U | 0.0035 U | 0.007 | 0.0035 U | 0.01 U |
| Heptachlor | 76-44-8 | 50 | 0.15 | 0.65 | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.3 | 0.0035 U | 0.023 | 0.0086 | 0.1 |
| Heptachlor Epoxide | 1024-57-3 | NA | NA | NA | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| Methoxychlor | 72-43-5 | 50 | 280 | 5200 | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.29 |
| P,P'-DDD | 72-54-8 | 50 | 3 | 12 | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.072 U | 0.0035 U | 0.0034 U | 0.0035 U | 0.01 U |
| P,P'-DDE | 72-55-9 | 50 | 2 | 9 | 0.097 | 0.0035 U | 0.035 U | 0.0035 U | 0.34 | 0.0035 U | 0.0074 | 0.0035 U | 0.01 U |
| P,P'-DDT | 50-29-3 | 500 | 2 | 9 | 0.018 U | 0.0035 U | 0.035 U | 0.0035 U | 0.44 | 0.0035 U | 0.0088 | 0.0035 U | 0.01 U |
| Toxaphene | 8001-35-2 | 50 | 0.1 | 0.2 | 0.18 U | 0.035 U | 0.35 U | 0.035 U | 0.72 U | 0.035 U | 0.034 U | 0.035 U | 0.19 U |

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 U - Not detected at the PQL
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 NR - Analysis Not Requested
 Value exceeded the NJDEP residential soil cleanup criteria
 Value exceeded the NJDEP non-residential soil cleanup criteria
 Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria

**Table 5
Summary of Pesticides Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey**

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C2 S-4 6-7 AA90328 6/25/1999 mg/kg | MW-C3 S-1 1.5-2.0 AA90435 6/23/1999 mg/kg | MW-C3 S-4 6-7 AA90436 6/23/1999 mg/kg | MW-C4 S-1 1.5-2.0 AA90437 6/23/1999 mg/kg | MW-C4 S-3 5-5.5 AA90438 6/23/1999 mg/kg | MW-C5 S-1 1-2 AA90531 6/24/1999 mg/kg | MW-C5 S-5 8-8.5 AA90532 6/24/1999 mg/kg | PA-C6 S-1 0-1 AA90533 6/24/1999 mg/kg | PA-C6 S-5 8-8.5 AA90534 6/24/1999 mg/kg | PA-C7 S-1 0-1 AA90535 6/24/1999 mg/kg | PA-C7 S-5 8-8.5 AA90536 6/24/1999 mg/kg | BH-N6 00.0-0.5 AB16065 10/2/2000 mg/kg | BH-N7 0.0-0.5 AB16066 10/2/2000 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|--|---|
| Aldrin | 309-00-2 | 50 | 0.04 | 0.17 | 0.0035 U | 0.031 | 0.0037 U | 0.078 U | 0.0078 U | 0.018 | 0.0035 U | 0.017 U | 0.0078 | 0.047 | 0.0034 U | 0.071 U | 0.18 U |
| Alpha-BHC | 319-84-6 | NA | NA | NA | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Beta-BHC | 319-85-7 | NA | NA | NA | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.07 | 0.0034 U | NR | NR |
| Chlordane | 57-74-9 | NA | NA | NA | 0.0071 U | 0.037 U | 0.0073 U | 0.16 U | 0.016 U | 0.036 U | 0.0071 U | 0.035 U | 0.0071 U | 0.035 U | 0.0069 U | NR | NR |
| Delta-BHC | 319-86-8 | NA | NA | NA | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Dieldrin | 60-57-1 | 50 | 0.042 | 0.18 | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.02 | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | 0.071 U | 0.25 |
| Endosulfan I | 959-98-8 | 50 | 340 | 6200 | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Endosulfan II | 33213-65-9 | 50 | 340 | 6200 | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Endosulfan Sulfate | 1031-07-8 | NA | NA | NA | 0.0035 U | 0.25 | 0.0037 U | 0.078 U | 0.0078 U | 0.1 | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Endrin | 72-20-8 | 50 | 17 | 310 | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Endrin Aldehyde | 7421-93-4 | NA | NA | NA | 0.0035 U | 0.031 | 0.0037 U | 0.41 | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Endrin Ketone | 53494-70-5 | NA | NA | NA | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Gamma-BHC | 58-89-9 | NA | 0.52 | 2.2 | 0.0035 U | 0.075 | 0.0037 U | 0.078 U | 0.0078 U | 0.041 | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Heptachlor | 76-44-8 | 50 | 0.15 | 0.65 | 0.0035 U | 0.25 | 0.0037 U | 0.21 | 0.017 | 0.14 | 0.0035 U | 0.017 U | 0.0066 | 0.036 | 0.0034 U | 0.071 U | 0.18 U |
| Heptachlor Epoxide | 1024-57-3 | NA | NA | NA | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Methoxychlor | 72-43-5 | 50 | 280 | 5200 | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.0078 U | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| P,P'-DDD | 72-54-8 | 50 | 3 | 12 | 0.0035 U | 0.018 U | 0.0037 U | 0.078 U | 0.011 | 0.018 U | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| P,P'-DDE | 72-55-9 | 50 | 2 | 9 | 0.0035 U | 0.067 | 0.0037 U | 1.6 | 0.036 | 0.048 | 0.0035 U | 0.017 U | 0.0035 U | 0.027 | 0.0034 U | NR | NR |
| P,P'-DDT | 50-29-3 | 500 | 2 | 9 | 0.0035 U | 0.063 | 0.0037 U | 1.4 | 0.034 | 0.033 | 0.0035 U | 0.017 U | 0.0035 U | 0.018 U | 0.0034 U | NR | NR |
| Toxaphene | 8001-35-2 | 50 | 0.1 | 0.2 | 0.03 U | 0.18 U | 0.037 U | 0.78 U | 0.078 U | 0.18 U | 0.035 U | 0.17 U | 0.035 U | 0.18 U | 0.034 U | NR | NR |

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 NR - Analysis Not Requested
 Value exceeded the NJDEP residential soil cleanup criteria
 Value exceeded the NJDEP non-residential soil cleanup criteria
 Bolded value exceeded the NJDEP impact to ground water soil cleanup criteria

Table 6
Summary of Inorganic Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-N2 0.5-1.5 AA94324 8/27/1999 mg/kg | MW-N2 4.5-5.0 AA94325 8/27/1999 mg/kg | BH-N5F 0.5-2.0 AA94655 9/2/1999 mg/kg | BH-N5F 6.0-8.0 AA94656 9/2/1999 mg/kg | BH-N1 0.5-1.5 AA94149 8/25/1999 mg/kg | BH-N1 4.0-4.5 AA94150 8/25/1999 mg/kg | MW-C1 S-1 1.5-2.0 AA90433 6/23/1999 mg/kg | MW-C1 S-2 3-3.5 AA90434 6/23/1999 mg/kg | MW-C2 S-1 1-2 AA90327 6/22/1999 mg/kg | MW-C2 S-4 6-7 AA90328 6/25/1999 mg/kg | MW-C3 S-1 1.5-2.0 AA90435 6/23/1999 mg/kg | MW-C3 S-4 6-7 AA90436 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Antimony | 7440-36-0 | NA | 14 | 340 | 9.2 | 1.4 U | 1.4 U | 1.4 U | 22 | 1.4 U | 1.3 U | 1.4 U | 5.2 | 1.4 U | 14 | 1.4 U |
| Arsenic | 7440-38-2 | NA | 20 | 20 | 2 U | 2 U | 3.1 | 2 U | 14 | 2 U | 1.9 | 2 U | 14 | 2 U | 10 | 2.5 |
| Barium | 7440-39-3 | NA | 700 | 47000 | 180 | 6.5 | 100 | 20 | 420 | 9.7 | 12 | 6 | 240 | 9.3 | 340 | 6.2 U |
| Beryllium | 7440-41-7 | NA | 2 | 2 | 0.19 U | 0.18 U | 0.19 U | 0.2 U | 0.19 U | 0.2 U | 0.2 U |
| Cadmium | 7440-43-9 | NA | 39 | 100 | 21 | 0.31 U | 1.2 | 0.31 U | 22 | 0.31 U | 0.3 U | 0.32 U | 6.4 | 0.32 U | 12 | 0.33 U |
| Chromium | 7440-47-3 | NA | 500 | 500 | 220 | 3.9 | 37 | 13 | 150 | 7 | 7.4 | 4.8 | 130 | 9.9 | 190 | 5.5 |
| Copper | 7440-50-8 | NA | 600 | 600 | 680 | 5.9 | 100 | 28 | 900 | 8.5 | 24 | 8.3 | 430 | 6.1 | 490 | 7.9 |
| Lead | 7439-92-1 | NA | 400 | 600 | 690 | 15 | 410 | 60 | 3000 | 22 | 30 | 11 | 570 | 7.9 | 1400 | 3.1 |
| Mercury | 7439-97-6 | NA | 14 | 270 | 3.7 | 0.11 | 1.4 | 0.17 | 10 | 0.034 U | 0.055 | 0.084 | 0.47 | 0.03 U | 3.7 | 0.033 U |
| Nickel | 7440-02-0 | NA | 250 | 2400 | 120 | 4.3 | 33 | 30 | 430 | 8 | 10 | 6.5 | 110 | 11 | 180 | 6.4 |
| Selenium | 7782-49-2 | NA | 63 | 3100 | 2.9 U | 2.8 U | 2.8 U | 2.8 U | 2.9 U | 2.8 U | 2.7 U | 2.9 U | 3 U | 2.9 U | 3 U | 3 U |
| Silver | 7440-22-4 | NA | 110 | 4100 | 1.3 U | 1.2 U | 1.2 U | 1.2 U | 1.9 | 1.2 U | 1.2 U | 1.3 U | 1.3 U | 1.3 U | 1.3 U | 1.3 U |
| Thallium | 7440-28-0 | NA | 2 | 2 | 1.1 U | 1 U | 1 U | 1 U | 1.1 U | 1 U | 1 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U |
| Zinc | 7440-66-6 | NA | 1500 | 1500 | 1100 | 35 | 410 | 110 | 3900 | 26 | 94 | 53 | 1300 | 19 | 1700 | 20 U |
| Cyanide | 57-12-5 | NA | 1100 | 21000 | 0.27 U | 0.26 U | 0.26 U | 0.26 U | 0.27 U | 0.26 U | 0.25 U | 9.7 | 0.28 U | 0.27 U | 7.7 | 9.7 |
| Phenol | 103-95-2 | 50 | 10000 | 10000 | 1.3 U | 1.3 U | 1.4 U | 1.3 U | 1.4 U | 1.4 U |
| % Solids | - | NA | NA | NA | 93 | 96 | 96 | 96 | 93 | 96 | 99 | 94 | 89 | 94 | 91 | 91 |

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- NA Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 6
Summary of Inorganic Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C4 S-1 1.5-2.0 AA90437 6/23/1999 mg/kg | MW-C4 S-3 5-5.5 AA90438 6/23/1999 mg/kg | MW-C5 S-1 1-2 AA90531 6/24/1999 mg/kg | MW-C5 S-5 8-8.5 AA90532 6/24/1999 mg/kg | PA-C6 S-1 0-1 AA90533 6/24/1999 mg/kg | PA-C6 S-5 8-8.5 AA90534 6/24/1999 mg/kg | PA-C7 S-1 0-1 AA90535 6/24/1999 mg/kg | PA-C7 S-5 8-8.5 AA90536 6/24/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|
| Antimony | 7440-36-0 | NA | 14 | 340 | 130 | 1.5 U | 15 | 1.4 U | 1.4 U | 1.5 | 2 | 1.3 U |
| Arsenic | 7440-38-2 | NA | 20 | 20 | 3.9 | 2.4 | 2.5 | 2.3 | 2.6 | 3.3 | 5.6 | 3 |
| Barium | 7440-39-3 | NA | 700 | 47000 | 250 | 20 | 90 | 12 | 22 | 48 | 80 | 7.8 |
| Beryllium | 7440-41-7 | NA | 2 | 2 | 0.21 U | 0.21 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U |
| Cadmium | 7440-43-9 | NA | 39 | 100 | 41 | 0.35 U | 4.6 | 0.32 U | 0.31 U | 0.97 | 1.8 | 0.31 U |
| Chromium | 7440-47-3 | NA | 500 | 500 | 11000 | 13 | 1300 | 14 | 12 | 120 | 54 | 12 |
| Copper | 7440-50-8 | NA | 600 | 600 | 1300 | 32 | 190 | 10 | 18 | 75 | 190 | 8.8 |
| Lead | 7439-92-1 | NA | 400 | 600 | 1000 | 63 | 390 | 10 | 8.2 | 200 | 210 | 4.8 |
| Mercury | 7439-97-6 | NA | 14 | 270 | 6.5 | 0.18 | 0.96 | 0.032 U | 0.031 U | 0.13 | 0.79 | 0.031 U |
| Nickel | 7440-02-0 | NA | 250 | 2400 | 4000 | 15 | 650 | 34 | 9.9 | 89 | 58 | 17 |
| Selenium | 7782-49-2 | NA | 63 | 3100 | 3.1 U | 3.1 U | 2.9 U | 2.9 U | 2.8 U | 2.9 U | 2.8 U | 2.8 U |
| Silver | 7440-22-4 | NA | 110 | 4100 | 1.4 U | 1.4 U | 1.3 U | 1.3 U | 1.2 U | 1.3 U | 1.3 U | 1.2 U |
| Thallium | 7440-28-0 | NA | 2 | 2 | 1.2 U | 1.2 U | 1.1 U | 1.1 U | 1 U | 1.1 U | 1.1 U | 1 U |
| Zinc | 7440-66-6 | NA | 1500 | 1500 | 2600 | 140 | 980 | 31 | 27 | 310 | 360 | 25 |
| Cyanide | 57-12-5 | NA | 1100 | 21000 | 9.7 | 1.2 | 0.63 | 0.27 U | 0.26 U | 0.57 | 0.68 | 0.6 |
| Phenol | 103-95-2 | 50 | 10000 | 10000 | 1.4 U | 1.4 U | 1.3 U | 1.3 U | 2.6 | 1.3 U | 3.7 | 1.3 U |
| % Solids | - | NA | NA | NA | 86 | 86 | 93 | 94 | 96 | 94 | 95 | 97 |

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Table 6
Summary of Inorganic Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB1 2-2.5 2-2.5 AA90503 6/23/1999 mg/kg | SB1 0.5-1 0.5-1 AA90504 6/23/1999 mg/kg | SB2 1-1.5 1-1.5 AA90505 6/23/1999 mg/kg | SB2 3-3.5 3-3.5 AA90506 6/23/1999 mg/kg | SB3 1-1.5 1-1.5 AA90507 6/23/1999 mg/kg | SB3 3-3.5 3-3.5 AA90508 6/23/1999 mg/kg | SB-5A 0-0.5 0-0.5 AA90509 6/23/1999 mg/kg | SB-5A 1.5-2 1.5-2 AA90510 6/23/1999 mg/kg | SB-5A 2.5-3 2.5-3 AA90511 6/23/1999 mg/kg | SB-5A 6.5-7 6.5-7 AA90512 6/23/1999 mg/kg | SB-5B 0-0.5 0-0.5 AA90513 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|
| Antimony | 7440-36-0 | NA | 14 | 340 | 1.4 U | 3 | 1.4 U | 1.4 U | 1.3 U | 1.4 U | 3.9 | 5.5 | 1.3 U | 1.4 U | 50 |
| Arsenic | 7440-38-2 | NA | 20 | 20 | 2 U | 5.5 | 2 U | 2 U | 1.9 U | 2 U | 6.6 | 7.2 | 1.9 U | 2 U | 10 |
| Barium | 7440-39-3 | NA | 700 | 47000 | 15 | 100 | 48 | 18 | 41 | 6.4 | 170 | 180 | 10 | 8.2 | 410 |
| Beryllium | 7440-41-7 | NA | 2 | 2 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.18 U | 0.19 U | 0.19 U | 0.19 U | 0.18 U | 0.19 U | 0.2 U |
| Cadmium | 7440-43-9 | NA | 39 | 100 | 0.31 U | 3 | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 4.1 | 5.4 | 0.31 U | 0.32 U | 20 |
| Chromium | 7440-47-3 | NA | 500 | 500 | 9 | 65 | 25 | 7.7 | 20 | 3.1 | 53 | 80 | 5.5 | 4.5 | 170 |
| Copper | 7440-50-8 | NA | 600 | 600 | 11 | 250 | 39 | 7.6 | 44 | 3.1 U | 200 | 210 | 6.2 | 5.1 | 680 |
| Lead | 7439-92-1 | NA | 400 | 600 | 6.8 | 340 | 3.1 | 5.8 | 7.2 | 2.2 U | 1200 | 850 | 2.8 | 3.3 | 1800 |
| Mercury | 7439-97-6 | NA | 14 | 270 | 0.12 | 1.2 | 0.031 U | 0.041 | 0.042 | 0.031 U | 3.2 | 2.2 | 0.03 U | 0.091 | 5.1 |
| Nickel | 7440-02-0 | NA | 250 | 2400 | 17 | 56 | 19 | 12 | 16 | 6.3 | 48 | 56 | 19 | 17 | 170 |
| Selenium | 7782-49-2 | NA | 63 | 3100 | 2.8 U | 2.9 U | 2.9 U | 2.8 U | 2.9 U | 2.9 U |
| Silver | 7440-22-4 | NA | 110 | 4100 | 1.2 U | 1.3 U | 1.3 U | 1.2 U | 1.3 U | 1.3 U |
| Thallium | 7440-28-0 | NA | 2 | 2 | 1 U | 1 U | 1 U | 1 U | 1 U | 1 U | 1.1 U | 1.1 U | 1 U | 1.1 U | 1.1 U |
| Zinc | 7440-66-6 | NA | 1500 | 1500 | 39 | 590 | 47 | 24 | 34 | 19 U | 730 | 860 | 18 U | 19 U | 3500 |
| Cyanide | 57-12-5 | NA | 1100 | 21000 | NA | NA | NA | NA | NA |
| Phenol | 103-95-2 | 50 | 10000 | 10000 | NA | NA | NA | NA | NA |
| % Solids | | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |

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Table 6
Summary of Inorganic Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5B 2.5-3 2.5-3 AA90514 6/23/1999 mg/kg | SB-5B 7-7.5 7-7.5 AA90515 6/23/1999 mg/kg | SB-5C 2-2.5 2-2.5 AA90516 6/23/1999 mg/kg | SB-5C 3.5-4 3.5-4 AA90517 6/23/1999 mg/kg | SB-5D 0-0.5 0-0.5 AA90528 6/25/1999 mg/kg | SB-5D 3.5-4 3.5-4 AA90529 6/25/1999 mg/kg | SB-5E 0.5-1 0.5-1 AA90518 6/23/1999 mg/kg | SB-5E 2.5-3 2.5-3 AA90519 6/23/1999 mg/kg | SB-5E 6-6.5 6-6.5 AA90520 6/23/1999 mg/kg | SB-5E 9.5-10 9.5-10 AA90521 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|
| Antimony | 7440-36-0 | NA | 14 | 340 | 16 | 1.4 U | 100 | 1.4 U | 8.6 | 2.8 | 17 | 12 | 3.1 | 1.4 U |
| Arsenic | 7440-38-2 | NA | 20 | 20 | 23 | 2 U | 27 | 2 U | 11 | 3.4 | 8.9 | 13 | 2.6 | 2 U |
| Barium | 7440-39-3 | NA | 700 | 47000 | 320 | 6 U | 400 | 6 U | 210 | 48 | 250 | 330 | 34 | 5.8 U |
| Beryllium | 7440-41-7 | NA | 2 | 2 | 0.2 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.2 U | 0.2 U | 0.18 U | 0.19 U |
| Cadmium | 7440-43-9 | NA | 39 | 100 | 28 | 0.32 U | 40 | 0.32 U | 9.5 | 0.67 | 12 | 12 | 1 | 0.31 U |
| Chromium | 7440-47-3 | NA | 500 | 500 | 250 | 3.3 | 290 | 2.5 | 230 | 67 | 1100 | 110 | 16 | 2.9 |
| Copper | 7440-50-8 | NA | 600 | 600 | 700 | 3.4 | 2800 | 6.7 | 440 | 120 | 530 | 610 | 130 | 3.1 U |
| Lead | 7439-92-1 | NA | 400 | 600 | 2800 | 3.8 | 4900 | 10 | 730 | 130 | 820 | 1500 | 460 | 2.2 U |
| Mercury | 7439-97-6 | NA | 14 | 270 | 3.3 | 0.032 U | 2.5 | 0.044 | 2.2 | 0.49 | 2.5 | 4.4 | 0.049 | 0.031 U |
| Nickel | 7440-02-0 | NA | 250 | 2400 | 220 | 3.6 | 1900 | 5.4 | 150 | 65 | 630 | 150 | 29 | 3.8 |
| Selenium | 7782-49-2 | NA | 63 | 3100 | 3.1 U | 2.9 U | 2.9 U | 2.9 U | 2.8 U | 2.8 U | 2.9 U | 3 U | 2.8 U | 2.8 U |
| Silver | 7440-22-4 | NA | 110 | 4100 | 1.4 U | 1.3 U | 1.3 U | 1.3 U | 1.2 U | 1.2 U | 1.3 U | 1.3 U | 1.2 U | 1.2 U |
| Thallium | 7440-28-0 | NA | 2 | 2 | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 1 U | 1 U | 1.1 U | 1.1 U | 1 U | 1 U |
| Zinc | 7440-66-6 | NA | 1500 | 1500 | 2100 | 56 | 6400 | 77 | 1500 | 340 | 1600 | 1800 | 310 | 19 U |
| Cyanide | 57-12-5 | NA | 1100 | 21000 | NA |
| Phenol | 103-95-2 | 50 | 10000 | 10000 | NA |
| % Solids | - | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |

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Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

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|---|---------------|---|--|--|---|---|---|---|---|---|
| Antimony | 7440-36-0 | NA | 14 | 340 | 1.7 | 1.3 U | 16 | 1.4 U | NR | NR |
| Arsenic | 7440-38-2 | NA | 20 | 20 | 3 | 1.9 U | 14 | 2 U | NR | NR |
| Barium | 7440-39-3 | NA | 700 | 47000 | 46 | 6 | 520 | 5.8 U | NR | NR |
| Beryllium | 7440-41-7 | NA | 2 | 2 | 0.19 U | 0.18 U | 0.2 U | 0.19 U | NR | NR |
| Cadmium | 7440-43-9 | NA | 39 | 100 | 0.93 | 0.31 U | 14 | 0.31 U | NR | NR |
| Chromium | 7440-47-3 | NA | 500 | 500 | 25 | 4.8 | 560 | 3.3 | NR | NR |
| Copper | 7440-50-8 | NA | 600 | 600 | 230 | 4.6 | 1200 | 3.1 U | NR | NR |
| Lead | 7439-92-1 | NA | 400 | 600 | 120 | 16 | 1600 | 3.1 | 110 | 990 |
| Mercury | 7439-97-6 | NA | 14 | 270 | 0.53 | 0.03 U | 5.8 | 0.031 U | NR | NR |
| Nickel | 7440-02-0 | NA | 250 | 2400 | 22 | 5.6 | 300 | 4 | NR | NR |
| Selenium | 7782-49-2 | NA | 63 | 3100 | 2.9 U | 2.8 U | 3 U | 2.8 U | NR | NR |
| Silver | 7440-22-4 | NA | 110 | 4100 | 1.3 U | 1.2 U | 1.3 U | 1.2 U | NR | NR |
| Thallium | 7440-28-0 | NA | 2 | 2 | 1.1 U | 1 U | 1.1 U | 1 U | NR | NR |
| Zinc | 7440-66-6 | NA | 1500 | 1500 | 170 | 47 | 2000 | 19 U | NR | NR |
| Cyanide | 57-12-5 | NA | 1100 | 21000 | NA | NA | NA | NA | NR | NR |
| Phenol | 103-95-2 | 50 | 10000 | 10000 | NA | NA | NA | NA | NR | NR |
| % Solids | - | NA | NA | NA | NA | NA | NA | NA | NR | NR |

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Table 7
Summary of Total Petroleum Hydrocarbons Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-N2 0.5-1.5 AA94324 8/27/1999 mg/kg | MW-N2 4.5-5.0 AA94325 8/27/1999 mg/kg | BH-N5F 0.5-2.0 AA94655 9/2/1999 mg/kg | BH-N5F 6.0-8.0 AA94656 9/2/1999 mg/kg | BH-N1 0.5-1.5 AA94149 8/25/1999 mg/kg | BH-N1 4.0-4.5 AA94150 8/25/1999 mg/kg | MW-C1 S-1 1.5-2.0 AA90433 6/23/1999 mg/kg | MW-C1 S-2 3-3.5 AA90434 6/23/1999 mg/kg | MW-C2 S-1 1-2 AA90327 6/22/1999 mg/kg | MW-C2 S-4 6-7 AA90328 6/22/1999 mg/kg | MW-C3 S-1 1.5-2.0 AA90435 6/23/1999 mg/kg | MW-C3 S-4 6-7 AA90436 6/23/1999 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 9700 | 1300 | 29000 | 570 | 570 | 55 | 160 | 48 | 15000 | 96 | 14000 | 50 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C4 S-1 1.5-2.0 AA90437 6/23/1999 mg/kg | MW-C4 S-3 5-5.5 AA90438 6/23/1999 mg/kg | MW-C5 S-1 1-2 AA90531 6/24/1999 mg/kg | MW-C5 S-5 8-8.5 AA90532 6/24/1999 mg/kg | PA-C6 S-1 0-1 AA90533 6/24/1999 mg/kg | PA-C6 S-5 8-8.5 AA90534 6/24/1999 mg/kg | PA-C7 S-1 0-1 AA90535 6/24/1999 mg/kg | PA-C7 S-5 8-8.5 AA90536 6/24/1999 mg/kg | BH-N6 0.0-0.5 AB16065 10/2/2000 mg/kg | BH-N7 0.0-0.5 AB16066 10/2/2000 mg/kg | BH-N5A 0.5-2.5 AB38335 7/23/2001 mg/kg | BH-N5B 0.5-2.5 AB38336 7/23/2001 mg/kg |
|---|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|--|--|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 1200 | 98 | 37000 | 77 | 42000 | 180 | 30000 | 60 | 28000 | 13000 | 4300 | 430 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units: | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | BH-N5C 0.5-2.5 AB38337 7/23/2001 mg/kg | BH-N5D 0.5-2.5 AB38338 7/23/2001 mg/kg |
|---|---------------|---|--|--|--|--|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 5700 | 6900 |

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Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C5-N1-01 2.0-2.5 AB47874 12/5/2001 mg/kg | MW-C5-N1-02 2.5-3.0 AB47875 12/5/2001 mg/kg | MW-C5-N1-03 3.0-3.5 AB47876 12/5/2001 mg/kg | MW-C5-N1-04 3.5-4.0 AB47877 12/5/2001 mg/kg | MW-C5-S1-01 2.0-2.5 AB47878 12/5/2001 mg/kg | MW-C5-S1-02 2.5-3.0 AB47879 12/5/2001 mg/kg | MW-C5-S1-03 3.0-3.5 AB47880 12/5/2001 mg/kg | MW-C5-S1-04 3.5-4.0 AB47881 12/5/2001 mg/kg | MW-C5-E1-01 2.0-2.5 AB47882 12/5/2001 mg/kg | MW-C5-E1-02 2.5-3.0 AB47883 12/5/2001 mg/kg | MW-C5-E1-03 3.0-3.5 AB47884 12/5/2001 mg/kg | MW-C5-E1-04 3.5-4.0 AB47885 12/5/2001 mg/kg | | | |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|----|---|----|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 9600 | 95 | 35 | U | 38 | 7500 | 1200 | 35 | 35 | U | 9000 | 900 | 35 | U | 45 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | MW-C5-W1-01 2.0-2.5 AB47886 12/5/2001 mg/kg | MW-C5-W1-02 2.5-3.0 AB47887 12/5/2001 mg/kg | MW-C5-W1-03 3.0-3.5 AB47888 12/5/2001 mg/kg | MW-C5-W1-04 3.5-4.0 AB47889 12/5/2001 mg/kg | PA-C6-S1-01 2.0-2.5 AB47671 12/3/2001 mg/kg | PA-C6-S1-02 2.5-3.0 AB47672 12/3/2001 mg/kg | PA-C6-S1-03 3.0-3.5 AB47673 12/3/2001 mg/kg | PA-C6-S1-04 3.5-4.0 AB47674 12/3/2001 mg/kg | PA-C6-W1-01 2.0-2.5 AB47675 12/3/2001 mg/kg | PA-C6-W1-02 2.5-3.0 AB47676 12/3/2001 mg/kg | PA-C6-W1-03 3.0-3.5 AB47677 12/3/2001 mg/kg | PA-C6-W1-04 3.5-4.0 AB47678 12/3/2001 mg/kg | | |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|-------|-------|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 4700 | 130 | 35 | U | 35 | U | 29000 | 28000 | 24000 | 21000 | 18000 | 17000 | 40000 | 35000 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C6-E1-01 2.0-2.5 AB47679 12/3/2001 mg/kg | PA-C6-E1-02 2.5-3.0 AB47680 12/3/2001 mg/kg | PA-C6-E1-03 3.0-3.5 AB47681 12/3/2001 mg/kg | PA-C6-E1-04 3.5-4.0 AB47682 12/3/2001 mg/kg | PA-C6-N1-01 2.0-2.5 AB47683 12/3/2001 mg/kg | PA-C6-N1-02 2.5-3.0 AB47684 12/3/2001 mg/kg | PA-C6-N1-03 3.0-3.5 AB47685 12/3/2001 mg/kg | PA-C6-N1-04 3.5-4.0 AB47686 12/3/2001 mg/kg | PA-C6-S2-01 2.0-2.5 AB47890 12/5/2001 mg/kg | PA-C6-S2-02 2.5-3.0 AB47891 12/5/2001 mg/kg | PA-C6-S2-03 3.0-3.5 AB47892 12/5/2001 mg/kg | PA-C6-S2-04 3.5-4.0 AB47893 12/5/2001 mg/kg |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 19000 | 17000 | 15000 | 35000 | 33000 | 12000 | 8200 | 6400 | 17000 | 17000 | 18000 | 36000 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C6-E2-01 2.0-2.5 AB47894 12/5/2001 mg/kg | PA-C6-E2-02 2.5-3.0 AB47895 12/5/2001 mg/kg | PA-C6-E2-03 3.0-3.5 AB47896 12/5/2001 mg/kg | PA-C6-E2-04 3.5-4.0 AB47897 12/5/2001 mg/kg | PA-C6-W2-01 2.0-2.5 AB47898 12/5/2001 mg/kg | PA-C6-W2-02 2.5-3.0 AB47899 12/5/2001 mg/kg | PA-C6-W2-03 3.0-3.5 AB47900 12/5/2001 mg/kg | PA-C6-W2-04 3.5-4.0 AB47901 12/5/2001 mg/kg | PA-C6-N2-01 2.0-2.5 AB47902 12/5/2001 mg/kg | PA-C6-E3A-01 6.0-6.5 AB48317 12/11/2001 mg/kg | PA-C6-E3A-02 8.0-8.5 AB48318 12/11/2001 mg/kg | PA-C6-E3-01 2.0-2.5 AB48116 12/7/2001 mg/kg |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 16000 | 18000 | 14000 | 37000 | 13000 | 14000 | 22000 | 39000 | 15000 | 8500 | 360 | 18000 |

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|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 13000 | 34000 | 35000 | 16000 | 15000 | 13000 | 17000 | 25000 | 25000 | 28000 | 36000 | 17000 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C6-S4-01 2.0-2.5 AB48323 12/11/2001 mg/kg | PA-C6-S4-02 2.5-3.0 AB48324 12/11/2001 mg/kg | PA-C6-S4-03 3.0-3.5 AB48325 12/11/2001 mg/kg | PA-C6-S4-04 3.5-4.0 AB48326 12/11/2001 mg/kg | PA-C6-E4-01 2.0-2.5 AB48319 12/11/2001 mg/kg | PA-C6-E4-02 2.5-3.0 AB48320 12/11/2001 mg/kg | PA-C6-E4-03 3.0-3.5 AB48321 12/11/2001 mg/kg | PA-C6-E4-04 3.5-4.0 AB48322 12/11/2001 mg/kg | PA-C6-S5-01 2.0-3.0 AB56538 4/29/2002 mg/kg | PA-C6-S5A-02 3.0-4.0 AB56539 4/29/2002 mg/kg | PA-C6-S5A-03 9.0-9.5 AB56540 4/29/2002 mg/kg | PA-C6-S6-01 2.0-3.0 AB56541 4/29/2002 mg/kg | |
|--|---------------|---|--|--|--|--|--|--|--|--|--|--|---|--|--|---|-------|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 25000 | 26000 | 33000 | 69000 | 21000 | 25000 | 15000 | 18000 | 11000 | 8900 | 36 | U | 18000 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C6-S6-02 3.0-4.0 AB56542 4/29/2002 mg/kg | PA-C6-S6-03 9.0-9.5 AB56543 4/29/2002 mg/kg | PA-C6-E5-01 2.0-3.0 AB56544 4/29/2002 mg/kg | PA-C6-E5-02 3.0-4.0 AB56545 4/29/2002 mg/kg | PA-C6-E5-03 9.0-9.5 AB56546 4/29/2002 mg/kg | PA-C6-E6-01 2.0-3.0 AB56547 4/29/2002 mg/kg | PA-C6-E6-02 3.0-4.0 AB56548 4/29/2002 mg/kg | PA-C6-E6-03 9.0-9.5 AB56549 4/29/2002 mg/kg | PA-C6-E7-01 2.0-3.0 AB56550 4/29/2002 mg/kg | PA-C6-E7-02 3.0-4.0 AB56551 4/29/2002 mg/kg | PA-C6-E7-03 8.5-9.0 AB56552 4/29/2002 mg/kg | PA-C6-S7-01 2.0-3.0 AB56557 4/29/2002 mg/kg | |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|-------|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 7600 | 36 | U | 23000 | 26000 | 96 | 31000 | 18000 | 20000 | 23000 | 32000 | 110 | 18000 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C6-S7-02 3.0-4.0 AB56558 4/29/2002 mg/kg | PA-C6-S7-03 9.0-9.5 AB56559 4/29/2002 mg/kg | PA-C6-E8-01 2.0-3.0 AB56553 4/29/2002 mg/kg | PA-C6-E8-02 3.0-4.0 AB56554 4/29/2002 mg/kg | PA-C6-E8-03 6.0-8.0 AB56555 4/29/2002 mg/kg | PA-C6-E8-04 8.5-9.0 AB56556 4/29/2002 mg/kg | PA-C6-E9-01 3.0-4.0 AB57515 5/16/2002 mg/kg | PA-C6-E9-04 8.5-9.0 AB57516 5/16/2002 mg/kg | PA-C6-E10-01 2.0-3.0 AB57517 5/16/2002 mg/kg | PA-C6-E10-02 3.0-4.0 AB57518 5/16/2002 mg/kg | PA-C6-E10-05 8.5-9.0 AB57519 5/16/2002 mg/kg | PA-C6-E11-01 2.0-3.0 AB57520 5/16/2002 mg/kg | | | |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|--|--|--|--|----|---|-------|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 27000 | 36 | U | 13000 | 12000 | 5900 | 310 | 15000 | 39 | U | 15000 | 17000 | 36 | U | 17000 |

Notes:
 NJDEP - New Jersey Department of Environmental Protection
 mg/Kg - Milligrams per Kilograms, equivalent to parts per million
 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 Shaded value exceeded the corresponding soil cleanup criteria

Table 7
Summary of Total Petroleum Hydrocarbons Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C6-E11-02 3.0-4.0 AB57521 5/16/2002 mg/kg | PA-C6-E11-05 9.0-9.5 AB57522 5/16/2002 mg/kg | PA-C7-S1-01 2.0-2.5 AB47748 12/4/2001 mg/kg | PA-C7-S1-02 2.5-3.0 AB47749 12/4/2001 mg/kg | PA-C7-S1-03 3.0-3.5 AB47750 12/4/2001 mg/kg | PA-C7-S1-04 3.5-4.0 AB47751 12/4/2001 mg/kg | PA-C7-N1-01 2.0-2.5 AB47752 12/4/2001 mg/kg | PA-C7-N1-02 2.5-3.0 AB47753 12/4/2001 mg/kg | PA-C7-N1-03 3.0-3.5 AB47754 12/4/2001 mg/kg | PA-C7-N1-04 3.5-4.0 AB47755 12/4/2001 mg/kg | PA-C7-W1-01 2.0-2.5 AB47756 12/4/2001 mg/kg | PA-C7-W1-02 2.5-3.0 AB47757 12/4/2001 mg/kg |
|--|---------------|---|--|--|--|--|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 110 | 35 U | 4300 | 4600 | 240 | 74 | 5500 | 3500 | 200 | 110 | 5100 | 2700 |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | PA-C7-W1-03 3.0-3.5 AB47758 12/4/2001 mg/kg | PA-C7-W1-04 3.5-4.0 AB47759 12/4/2001 mg/kg | PA-C7-E1-01 2.0-2.5 AB47760 12/4/2001 mg/kg | PA-C7-E1-02 2.5-3.0 AB47761 12/4/2001 mg/kg | PA-C7-E1-03 3.0-3.5 AB47762 12/4/2001 mg/kg | PA-C7-E1-04 3.5-4.0 AB47763 12/4/2001 mg/kg | BH-N1-N1-01 2.0-2.5 AB47764 12/4/2001 mg/kg | BH-N1-N1-02 2.5-3.0 AB47765 12/4/2001 mg/kg | BH-N1-N1-03 3.0-3.5 AB47766 12/4/2001 mg/kg | BH-N1-N1-04 3.5-4.0 AB47767 12/4/2001 mg/kg | BH-N1-S1-01 2.0-2.5 AB47768 12/4/2001 mg/kg | BH-N1-S1-02 2.5-3.0 AB47769 12/4/2001 mg/kg |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 380 | 48 | 11000 | 6400 | 100 | 110 | 74 | 37 U | 35 U | 42 | 74 | 35 U |

| Client Sample ID: Sampling Depth (ft) Veritech Sample ID: Sampling Date: Units | CAS Number | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | BH-N1-S1-03 3.0-3.5 AB47770 12/4/2001 mg/kg | BH-N1-S1-04 3.5-4.0 AB47771 12/4/2001 mg/kg | BH-N1-E1-01 2.0-2.5 AB47772 12/4/2001 mg/kg | BH-N1-E1-02 2.5-3.0 AB47773 12/4/2001 mg/kg | BH-N1-E1-03 3.0-3.5 AB47774 12/4/2001 mg/kg | BH-N1-E1-04 3.5-4.0 AB47775 12/4/2001 mg/kg | BH-N1-W1-01 2.0-2.5 AB47776 12/4/2001 mg/kg | BH-N1-W1-02 2.5-3.0 AB47777 12/4/2001 mg/kg | BH-N1-W1-03 3.0-3.5 AB47778 12/4/2001 mg/kg | BH-N1-W1-04 3.5-4.0 AB47779 12/4/2001 mg/kg |
|--|---------------|---|--|--|---|---|---|---|---|---|---|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | 10000 | 10000 | 10000 | 51 | 38 U | 50 | 47 | 41 | 46 | 40 U | 36 U | 36 U | 36 U |

Notes:
 NJDEP - New Jersey Department of Environmental Protection
 mg/Kg - Milligrams per Kilograms, equivalent to parts per million
 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 Shaded value exceeded the corresponding soil cleanup criteria

Table 8
Summary of Excel's Volatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-4A 1.0-1.5 140185 6/24/1999 mg/kg | SB-4A 5.5-6.0 140186 6/24/1999 mg/kg | SB-4B .5-1.0 140187 6/24/1999 mg/kg | SB-4B 5.5-6.0 140188 6/24/1999 mg/kg |
|--|---|--|--|--|--|---|--|
| Trichlorofluoromethane | NA | NA | NA | 0.67 | ND | 1.8 | ND |
| Tetrachloroethene | 1 | 4 | 6 | ND | ND | 0.41 | ND |
| Toluene | 500 | 1000 | 1000 | 0.98 J | ND | 0.31 | ND |
| Ethylbenzene | 100 | 1000 | 1000 | ND | ND | 0.15 | ND |
| Xylene | 67 | 410 | 1000 | ND | ND | 0.74 | ND |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NA - Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 9
Summary of Excel's Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-1 0.0-0.5 139896 6/23/1999 mg/kg | SB-1 2.0-2.5 139897 6/23/1999 mg/kg | SB-2 1.0-1.5 139892 6/23/1999 mg/kg | SB-4A 1.0-1.5 140185 6/24/1999 mg/kg | SB-4A 5.5-6.0 140186 6/24/1999 mg/kg | SB-4B* 0.5-1.0 140187 6/24/1999 mg/kg | SB-4B 5.5-6.0 140188 6/24/1999 mg/kg |
|--|---|--|--|---|---|---|--|--|---|--|
| Naphthalene | 100 | 230 | 4200 | 0.080 J | ND | ND | 0.210 J | ND | 0.490 J | ND |
| Acenaphthylene | NA | NA | NA | 0.160 J | ND | ND | 0.290 J | ND | 0.540 J | ND |
| Acenaphthene | 100 | 3400 | 10000 | 0.030 J | ND | ND | 0.220 J | ND | 0.580 J | ND |
| Fluorene | 100 | 2300 | 10000 | 0.041 J | ND | ND | 0.260 J | ND | 0.610 J | ND |
| Phenanthrene | NA | NA | NA | 0.810 J | ND | ND | 1.60 J | 0.014 J | 4.9 | 0.0081 J |
| Anthracene | 100 | 10000 | 10000 | 0.220 J | ND | ND | 0.520 J | ND | 1.40 J | ND |
| Fluoranthene | 100 | 2300 | 10000 | 1.7 | 0.012 J | ND | 3.30 J | ND | 10.0 | 0.0074 J |
| Pyrene | 100 | 1700 | 10000 | 1.6 | 0.012 J | ND | 4.0 J | ND | 8.7 | 0.012 J |
| Benzo[a]anthracene | 500 | 0.9 | 4 | 1.1 | 0.017 J | ND | 1.5 | ND | 4.7 | ND |
| Chrysene | 500 | 9 | 40 | 1.2 | 0.0096 J | ND | 1.50 J | ND | 5.3 | ND |
| Benzo[b]fluoranthene | 50 | 0.9 | 4 | 3.4 | 0.012 J | ND | 3.4 | ND | 5.6 | ND |
| Benzo[k]fluoranthene | 500 | 0.9 | 4 | 1.2 | ND | ND | 1.1 | ND | 2.0 | ND |
| Benzo[a]pyrene | 100 | 0.66 | 0.66 | 1.7 | 0.011 J | ND | 2.0 | ND | 3.5 | ND |
| Indeno[1,2,3-cd]pyrene | 500 | 0.9 | 4 | 0.350 J | 0.0079 J | ND | 0.85 | ND | 1.4 | ND |
| Dibenzo[a,h]anthracene | 100 | 0.66 | 0.66 | ND | ND | ND | ND | ND | 0.390 | ND |
| Benzo[g,h,i]perylene | NA | NA | NA | 0.320 J | 0.0076 J | ND | 0.650 J | ND | 1.40 J | ND |

Notes:
 NJDEP - New Jersey Department of Environmental Protection
 mg/Kg - Milligrams per Kilograms, equivalent to parts per million
 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 NA - Not Available
 NR - Analysis Not Requested
 Value exceeded the NJDEP residential soil cleanup criteria
 Value exceeded the NJDEP non-residential soil cleanup criteria

Table 9
Summary of Excel's Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5A 0.0-0.5 139898 6/23/1999 mg/kg | SB-5A 6.5-7.0 139901 6/23/1999 mg/kg | SB-5B 0.0-0.5 139907 6/23/1999 mg/kg | SB-5B 7.0-7.5 109909 6/23/1999 mg/kg | SB-5C 2.0-2.5 139905 6/23/1999 mg/kg | SB-5C 3.5-4.0 139906 6/23/1999 mg/kg | SB-5E 0.5-1.0 139902 6/23/1999 mg/kg |
|--|---|--|--|--|--|--|--|--|--|--|
| Naphthalene | 100 | 230 | 4200 | 1.0 J | ND | 0.220 J | ND | 5.3 | 0.240 J | 0.610 J |
| Acenaphthylene | NA | NA | NA | 1.60 J | ND | 0.480 J | ND | 0.240 J | 0.070 J | 0.360 J |
| Acenaphthene | 100 | 3400 | 10000 | 0.170 J | ND | 0.170 J | ND | 1.20 J | 0.360 J | 1.5 J |
| Fluorene | 100 | 2300 | 10000 | 0.370 J | ND | 0.180 J | ND | 0.920 J | 0.52 | 1.8 J |
| Phenanthrene | NA | NA | NA | 2.4 | ND | 1.70 J | ND | 4.8 | 1.3 | 18.0 |
| Anthracene | 100 | 10000 | 10000 | 1.50 J | ND | 0.710 J | ND | 1.4 J | 0.290 J | 4.6 |
| Fluoranthene | 100 | 2300 | 10000 | 4.4 | ND | 4.70 J | ND | 7.5 | 0.670 J | 21.0 |
| Pyrene | 100 | 1700 | 10000 | 11.0 | ND | 4.50 J | ND | 5.0 | 0.47 | 15.0 |
| Benzo[a]anthracene | 500 | 0.9 | 4 | 2.6 | ND | 2.1 | ND | 3.6 | 0.14 | 6.3 |
| Chrysene | 500 | 9 | 40 | 2.7 | ND | 2.60 J | ND | 2.6 | 0.120 J | 8.3 |
| Benzo[b]fluoranthene | 50 | 0.9 | 4 | 34.0 | ND | 4.6 | ND | 2.9 | 0.1 | 10.0 |
| Benzo[k]fluoranthene | 500 | 0.9 | 4 | ND | ND | 1.6 | ND | 1.2 | 0.036 J | 4.0 |
| Benzo[a]pyrene | 100 | 0.66 | 0.66 | 4.4 | ND | 3.0 | ND | 1.7 | 0.059 | 6.2 |
| Indeno[1,2,3-cd]pyrene | 500 | 0.9 | 4 | 1.1 | ND | 1.4 | ND | 0.5 | 0.028 J | 1.4 |
| Dibenzo[a,h]anthracene | 100 | 0.66 | 0.66 | 0.3 | ND | 0.40 J | ND | 0.150 J | 0.012 J | 0.58 |
| Benzo[g,h,i]perylene | NA | NA | NA | 1.01 | ND | 1.20 J | ND | 0.420 J | 0.029 J | 1.20 J |

Notes:
 NJDEP - New Jersey Department of Environmental Protection
 mg/Kg - Milligrams per Kilograms, equivalent to parts per million
 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 NA - Not Available
 NR - Analysis Not Requested
 Value exceeded the NJDEP residential soil cleanup criteria
 Value exceeded the NJDEP non-residential soil cleanup criteria

Table 9
Summary of Excel's Semivolatile Organic Compounds Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5E 6.0-6.5 139904 6/23/1999 mg/kg | SB-5F 1.0-1.5 140191 6/25/1999 mg/kg | SB-5F 5.5-6.0 140193 6/25/1999 mg/kg |
|--|---|--|--|--|--|--|
| Naphthalene | 100 | 230 | 4200 | ND | 0.960 J | ND |
| Acenaphthylene | NA | NA | NA | ND | 0.280 J | ND |
| Acenaphthene | 100 | 3400 | 10000 | ND | 2.70 J | ND |
| Fluorene | 100 | 2300 | 10000 | ND | 2.70 J | ND |
| Phenanthrene | NA | NA | NA | ND | 21.0 | ND |
| Anthracene | 100 | 10000 | 10000 | ND | 6.3 | ND |
| Fluoranthene | 100 | 2300 | 10000 | ND | 37.0 | ND |
| Pyrene | 100 | 1700 | 10000 | ND | 32.0 | ND |
| Benzo[a]anthracene | 500 | 0.9 | 4 | ND | 15.0 J | ND |
| Chrysene | 500 | 9 | 40 | ND | 17.0 | ND |
| Benzo[b]fluoranthene | 50 | 0.9 | 4 | ND | 17.0 | ND |
| Benzo[k]fluoranthene | 500 | 0.9 | 4 | ND | 6.9 | ND |
| Benzo[a]pyrene | 100 | 0.66 | 0.66 | ND | 12.0 | ND |
| Indeno[1,2,3-cd]pyrene | 500 | 0.9 | 4 | 0.0084 J | 4.4 | ND |
| Dibenzo[a,h]anthracene | 100 | 0.66 | 0.66 | ND | 1.3 | ND |
| Benzo[g,h,i]perylene | NA | NA | NA | 0.0098 J | 3.8 | ND |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NA - Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 10
Summary of Excel's PCB Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-4A 1.0-1.5 140185 6/24/1999 mg/kg | SB-4A 5.5-6.0 140186 6/24/1999 mg/kg | SB-4B 0.5-1.0 140187 6/24/1999 mg/kg | SB-4B 5.5-6.0 140188 6/24/1999 mg/kg | SB-5A 0.0-0.5 139898 6/23/1999 mg/kg | SB-5A 2.5-3.0 139899 6/23/1999 mg/kg |
|--|---|--|--|--|--|--|--|--|--|
| Aroclor 1242 | 50 | 0.49 | 2 | 8.5 | ND | 22 | ND | ND | ND |
| Aroclor 1248 | 50 | 0.49 | 2 | ND | ND | ND | ND | 9.3 | ND |
| Aroclor 1254 | 50 | 0.49 | 2 | 4.90 | ND | 7.5 | ND | 5.8 | ND |
| Aroclor 1260 | 50 | 0.49 | 2 | 2.1 | ND | 4.5 | ND | ND | ND |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NA - Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 10
Summary of Excel's PCB Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5B 0.0-0.5 139907 6/23/1999 mg/kg | SB-5B 2.5-3.0 139908 6/23/1999 mg/kg | SB-5B 7.0-7.5 139909 6/23/1999 mg/kg | SB-5C 2.0-2.5 139905 6/23/1999 mg/kg | SB-5C 3.5-4.0 139906 6/23/1999 mg/kg | SB-5D 0.0-0.5 140189 6/25/1999 mg/kg | SB-5D 1.5-2.0 140190 6/25/1999 mg/kg |
|--|---|--|--|--|--|--|--|--|--|--|
| Aroclor 1242 | 50 | 0.49 | 2 | ND | 14 | ND | ND | ND | 15 | ND |
| Aroclor 1248 | 50 | 0.49 | 2 | 53 | ND | ND | 27 | ND | ND | 0.4 |
| Aroclor 1254 | 50 | 0.49 | 2 | 20 | 9.3 | ND | 10 | ND | 5.5 | 0.34 |
| Aroclor 1260 | 50 | 0.49 | 2 | ND | 5 | ND | ND | ND | 2.1 | 0.19 |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NA - Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 10
Summary of Excel's PCB Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-5D 3.5-4.0 140196 6/25/1999 mg/kg | SB-5E 0.5-1.0 139902 6/23/1999 mg/kg | SB-5E 2.5-3.0 139903 6/23/1999 mg/kg | SB-5E 6.0-6.5 139904 6/23/1999 mg/kg | SB-5F 1.0-1.5 140191 6/25/1999 mg/kg | SB-5F 2.5-3.0 140192 6/25/1999 mg/kg |
|--|---|--|--|--|--|--|--|--|--|
| Aroclor 1242 | 50 | 0.49 | 2 | 0.56 | ND | 15 | ND | 15 | ND |
| Aroclor 1248 | 50 | 0.49 | 2 | ND | 12 | ND | ND | ND | ND |
| Aroclor 1254 | 50 | 0.49 | 2 | 0.44 | 9 | 8.2 | 0.15 | 8.7 | ND |
| Aroclor 1260 | 50 | 0.49 | 2 | 0.26 | ND | 5.3 | ND | 2.2 | ND |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NA - Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 11
Summary of Excel's Inorganic Soil Sampling Results
Naporano and Hugo Neu
Port Newark
Newark, New Jersey

| Client Sample ID: Sampling Depth (ft) Lab Sample ID: Sampling Date: Units: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-4A 1.0-1.5 140185 6/24/1999 mg/kg | SB-4A 5.5-6.0 140186 6/24/1999 mg/kg | SB-4B 0.5-1.0 140187 6/24/1999 mg/kg | SB-4B 5.5-6.0 140188 6/24/1999 mg/kg | SB-5A 0.0-0.5 139888 6/23/1999 mg/kg | SB-5A 2.5-3.0 139899 6/23/1999 mg/kg | SB-5A 6.5-7.0 139901 6/23/1999 mg/kg | SB-5B 0.0-0.5 139907 6/23/1999 mg/kg | SB-5B 7.0-7.5 139909 6/23/1999 mg/kg |
|--|---|--|--|--|--|--|--|--|--|--|--|--|
| Antimony | NA | 14 | 340 | NA | NA | NA | NA | 18.9 | ND | ND | 9.0 B | NA |
| Arsenic | NA | 20 | 20 | NA | NA | NA | NA | 7.5 | NA | NA | 8.4 | NA |
| Beryllium | NA | 2 | 2 | NA | NA | NA | NA | 0.23 B | NA | NA | 0.28 B | NA |
| Cadmium | NA | 39 | 100 | NA | NA | NA | NA | 6.2 | NA | NA | 26.4 | NA |
| Chromium | NA | 500 | 500 | NA | NA | NA | NA | 135 | NA | NA | 321 | NA |
| Copper | NA | 600 | 600 | NA | NA | NA | NA | 762 | 6.9 | 5.3 | 5,150 | 0.93 B |
| Lead | NA | 400 | 600 | 189 | ND | 2,540 | ND | 3,060 | 4.8 | 4.2 | 2,090 | 1.2 |
| Mercury | NA | 14 | 270 | NA | NA | NA | NA | 1.3 | NA | NA | 6.3 | NA |
| Nickel | NA | 250 | 2400 | NA | NA | NA | NA | 96.6 | NA | NA | 324 | 2.8 B |
| Selenium | NA | 63 | 3100 | NA | NA | NA | NA | 3.7 | NA | NA | ND | NA |
| Thallium | NA | 2 | 2 | NA | NA | NA | NA | ND | NA | NA | ND | NA |
| Silver | NA | 110 | 4100 | NA | NA | NA | NA | 36.1 | NA | NA | 1.5 B | NA |
| Zinc | NA | 1500 | 1500 | NA | NA | NA | NA | 1,440 | NA | NA | 3,580 | 5.3 B |

Notes:
 NJDEP - New Jersey Department of Environmental Protection
 mg/Kg - Milligrams per Kilograms, equivalent to parts per million
 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 NA - Not Available
 NR - Analysis Not Requested
 Value exceeded the NJDEP residential soil cleanup criteria
 Value exceeded the NJDEP non-residential soil cleanup criteria

Table 11
Summary of Excel's Inorganic Soil Sampling Results
Naporano and Hugo Neu
Port Newark
Newark, New Jersey

| Client Sample ID: | NJDEP Impact to Groundwater Soil Cleanup Criteria mg/kg | NJDEP Residential Direct Contact Soil Cleanup Criteria mg/kg | NJDEP Non-Residential Direct Contact Soil Cleanup Criteria mg/kg | SB-9C 2.0-2.5 139905 6/23/1999 mg/kg | SB-5C 3.5-4.0 139906 6/23/1999 mg/kg | SB-5D 0.0-0.5 140189 6/25/1999 mg/kg | SB-5D 3.5-4.0 140196 6/25/1999 mg/kg | SB-5E 0.5-1.0 139902 6/23/1999 mg/kg | SB-5E 6.0-6.5 139904 6/23/1999 mg/kg | SB-5F 1.0-1.5 140191 6/25/1999 mg/kg | SB-5F 2.5-3.0 140192 6/25/1999 mg/kg | SB-5F 5.5-6.0 140193 6/25/1999 mg/kg |
|-------------------|---|--|--|--|--|--|--|--|--|--|--|--|
| Antimony | NA | 14 | 340 | 24.1 | ND | ND | NA | ND | NA | ND | NA | NA |
| Arsenic | NA | 20 | 20 | 16.4 | NA | 11.9 | NA | 13.1 | NA | 16.1 | NA | NA |
| Beryllium | NA | 2 | 2 | ND | NA | ND | NA | ND | NA | 0.19 B | NA | NA |
| Cadmium | NA | 39 | 100 | 11.4 | NA | 15.6 | NA | 19.2 | NA | 104 | NA | NA |
| Chromium | NA | 500 | 500 | 1,270 | NA | 84.1 | NA | 38,200 | NA | 182 | NA | NA |
| Copper | NA | 600 | 600 | 1,770 | 2.5 B | 579 | NA | 1,600 | 6.1 | 50,800 | 7.1 | 4.2 B |
| Lead | NA | 400 | 600 | 3,740 | 3.4 | 882 | 38.1 | 1,960 | 6.0 | 1,160 | 7.1 | 3.2 |
| Mercury | NA | 14 | 270 | 4.1 | NA | 3.8 | NA | 0.27 | NA | 5.0 | NA | NA |
| Nickel | NA | 250 | 2400 | 57.1 | 6.1 B | 577 | 18.3 | 20,600 | 21.9 | 176 | NA | NA |
| Selenium | NA | 63 | 3100 | ND | NA | ND | NA | ND | NA | ND | NA | NA |
| Thallium | NA | 2 | 2 | ND | NA | ND | NA | ND | NA | ND | NA | NA |
| Silver | NA | 110 | 4100 | 3.7 B | NA | ND | NA | 2.9 B | NA | 2.5 B | NA | NA |
| Zinc | NA | 1500 | 1500 | 2,720 | 55.1 | 2,230 | 99.3 | 3,420 | 19.6 | 2,180 | 25.4 | 13.3 |

Notes:
 NJDEP - New Jersey Department of Environmental Protection
 mg/Kg - Milligrams per Kilograms, equivalent to parts per million
 U - Not detected at the PQL
 J - Analyte detected below PQL and/or estimated concentration
 NA - Not Available
 NR - Analysis Not Requested
 Value exceeded the NJDEP residential soil cleanup criteria
 Value exceeded the NJDEP non-residential soil cleanup criteria

Table 12
Summary of Excel's Total Petroleum Hydrocarbons Soil Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: | NJDEP Impact to Groundwater | NJDEP Residential | NJDEP Non-Residential | SB-1 | SB-1 | SB-2 | SB-3 | SB-4A | SB-4A | SB-4B | SB-4B | SB-5A | SB-5A | SB-5B | SB-5B | SB-5C | SB-5D | SB-5D | SB-5D |
|------------------------------|-----------------------------|---------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Sampling Depth (ft) | | | | 0.0-0.5 | 2.0-2.5 | 1.0-1.5 | 1.0-1.5 | 1.0-1.5 | 5.5-6.0 | 0.5-1.0 | 5.5-6.0 | 0.0-0.5 | 2.5-3.0 | 0.0-0.5 | 2.5-3.0 | 2.0-2.5 | 0.0-0.5 | 1.5-2.0 | 3.5-4.0 |
| Lab Sample ID: | Soil Cleanup | Direct Contact Soil | Direct Contact Soil | 139896 | 139897 | 139892 | 139894 | 140185 | 140186 | 140187 | 140188 | 139898 | 139899 | 139907 | 139908 | 139905 | 140189 | 140190 | 140196 |
| Sampling Date: | Criteria | Cleanup Criteria | Cleanup Criteria | 6/23/1999 | 6/23/1999 | 6/23/1999 | 6/23/1999 | 6/24/1999 | 6/24/1999 | 6/24/1999 | 6/24/1999 | 6/23/1999 | 6/23/1999 | 6/23/1999 | 6/23/1999 | 6/23/1999 | 6/25/1999 | 6/25/1999 | 6/25/1999 |
| Units: | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg |
| Total Petroleum Hydrocarbons | 10000 | 10000 | 10000 | 16000 | 25.5 | 144 | 94.6 | 12200 | 33.9 | 13700 | 28.2 | 16600 | ND | 11200 | 6260 | 3640 | 5200 | ND | ND |

| Client Sample ID: | NJDEP Impact to Groundwater | NJDEP Residential | NJDEP Non-Residential | SB-5E | SB-5E | SB-5E | SB-5F | SB-5F | SB-5F | FB-1 | FB-2 |
|------------------------------|-----------------------------|---------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Sampling Depth (ft) | | | | 0.5-1.0 | 2.5-3.0 | 6.0-6.5 | 1.0-1.5 | 2.5-3.0 | 5.5-6.0 | -- | -- |
| Lab Sample ID: | Soil Cleanup | Direct Contact Soil | Direct Contact Soil | 139902 | 139903 | 139904 | 140191 | 140192 | 140193 | 139910 | 140194 |
| Sampling Date: | Criteria | Cleanup Criteria | Cleanup Criteria | 6/23/1999 | 6/23/1999 | 6/23/1999 | 6/25/1999 | 6/25/1999 | 6/25/1999 | 6/23/1999 | 6/24/1999 |
| Units: | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg | mg/kg |
| Total Petroleum Hydrocarbons | 10000 | 10000 | 10000 | 13000 | 11900 | 130 | 9670 | NA | NA | ND | ND |

Notes:

- NJDEP - New Jersey Department of Environmental Protection
- mg/Kg - Milligrams per Kilograms, equivalent to parts per million
- U - Not detected at the PQL
- J - Analyte detected below PQL and/or estimated concentration
- NA - Not Available
- NR - Analysis Not Requested
- Value exceeded the NJDEP residential soil cleanup criteria
- Value exceeded the NJDEP non-residential soil cleanup criteria

Table 13
Summary of Volatile Organic Compounds Groundwater Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Veritech Sample ID: Sampling Date: Units: | CAS Number | Class Ila Ground Water Quality Standards UG/L | MW-N2 AA95332 9/21/1999 UG/L | MW-C2 AA91353 7/13/1999 UG/L | MW-C3 AA91297 7/12/1999 UG/L | MW-C4 AA91354 7/13/1999 UG/L | MW-C5 AA91355 7/13/1999 UG/L | F-BLANK AA91298 7/12/1999 UG/L | T-BLANK AA91299 7/12/1999 UG/L | F-BLANK AA91356 7/13/1999 UG/L | T-BLANK AA91357 7/13/1999 UG/L | FB-1-092199 AA95336 9/21/1999 UG/L | TB-1-092199 AA95337 9/21/1999 UG/L |
|--|---------------|--|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|---|---|---|---|---|
| 1,1,1-Trichloroethane | 71-55-6 | 30 | 0.51 U | 0.38 U | 0.38 U | 0.38 U | 0.38 U | 0.51 U | 0.51 U |
| 1,1,2,2-Tetrachloroethane | 79-34-5 | 2 | 0.55 U | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.55 U | 0.55 U |
| 1,1,2-Trichloroethane | 79-00-5 | 3 | 0.58 U | 0.29 U | 0.29 U | 0.29 U | 0.29 U | 0.58 U | 0.58 U |
| 1,1-Dichloroethane | 75-34-3 | 50 | 0.52 U | 0.29 U | 0.29 U | 0.29 U | 0.29 U | 0.52 U | 0.52 U |
| 1,1-Dichloroethene | 75-35-4 | 2 | 0.68 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 1.1 U | 0.68 U | 0.68 U |
| 1,2-Dichlorobenzene | 95-50-1 | 600 | 0.25 U | 0.3 U | 0.3 U | 0.3 U | 0.3 U | 0.3 U | 0.3 U | 0.3 U | 0.3 U | 0.25 U | 0.25 U |
| 1,2-Dichloroethane | 107-06-2 | 2 | 0.43 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.43 U | 0.43 U |
| 1,2-Dichloropropane | 78-87-5 | 1 | 0.39 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.39 U | 0.39 U |
| 1,3-Dichlorobenzene | 541-73-1 | 600 | 0.76 U | 0.21 U | 0.21 U | 0.21 U | 0.21 U | 0.76 U | 0.76 U |
| 1,4-Dichlorobenzene | 106-46-7 | 75 | 0.4 U | 0.28 U | 0.28 U | 0.28 U | 0.28 U | 0.28 U | 0.28 U | 0.28 U | 0.28 U | 0.4 U | 0.4 U |
| 2-Butanone | 78-93-3 | 300 | 1.4 U | 2 U | 2 U | 2 U | 2 U | 2 U | 2 U | 2 U | 2 U | 1.4 U | 1.4 U |
| 2-Chloroethylvinylether | 110-75-8 | NA | 1 U | 4.7 U | 4.7 U | 4.7 U | 4.7 U | 4.7 U | 4.7 U | 4.7 U | 4.7 U | 1 U | 1 U |
| 2-Hexanone | 591-78-6 | NA | 0.76 U | 0.56 U | 0.56 U | 0.56 U | 0.56 U | 0.76 U | 0.76 U |
| 4-Methyl-2-Pentanone | 108-10-1 | 400 | 0.78 U | 0.29 U | 0.29 U | 0.29 U | 0.29 U | 0.78 U | 0.78 U |
| Acetone | 67-64-1 | 700 | 4.8 U | 2.1 U | 2.1 U | 2.1 U | 2.1 U | 4.8 U | 4.8 U |
| Acrolein | 107-02-8 | NA | 9.4 U | 6.7 U | 6.7 U | 6.7 U | 6.7 U | 9.4 U | 9.4 U |
| Acrylonitrile | 107-13-1 | 50 | 6.9 U | 1.8 U | 1.8 U | 1.8 U | 1.8 U | 6.9 U | 6.9 U |
| Benzene | 71-43-2 | 1 | 0.47 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.47 U | 0.47 U |
| Bromodichloromethane | 75-27-4 | 1 | 0.85 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.85 U | 0.85 U |
| Bromoform | 75-25-2 | 4 | 1.3 U | 0.35 U | 0.35 U | 0.35 U | 0.35 U | 0.35 U | 0.35 U | 0.35 U | 0.35 U | 1.3 U | 1.3 U |
| Bromomethane | 74-83-9 | 10 | 1.2 U | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 1.2 U | 1.2 U |
| Carbon Disulfide | 75-15-0 | NA | 0.4 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.31 U | 0.4 U | 0.4 U |
| Carbon Tetrachloride | 56-23-5 | 2 | 0.81 U | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 0.81 U | 0.81 U |
| Chlorobenzene | 108-90-7 | 4 | 0.64 U | 0.25 U | 0.25 U | 0.25 U | 0.25 U | 0.64 U | 0.64 U |
| Chloroethane | 75-00-3 | NA | 2.5 U | 0.49 U | 0.49 U | 0.49 U | 0.49 U | 0.49 U | 0.49 U | 0.49 U | 0.49 U | 2.5 U | 2.5 U |
| Chloroform | 67-66-3 | 6 | 0.47 U | 0.25 U | 0.25 U | 0.25 U | 0.25 U | 0.47 U | 0.47 U |
| Chloromethane | 74-87-3 | 30 | 0.65 U | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.65 U | 0.65 U |
| cis-1,2-Dichloroethene | 156-59-2 | 10 | 0.81 U | 0.38 U | 0.38 U | 0.38 U | 0.38 U | 0.81 U | 0.81 U |
| cis-1,3-Dichloropropene | 10061-01-5 | NA | 0.45 U | 0.36 U | 0.36 U | 0.36 U | 0.36 U | 0.45 U | 0.45 U |
| di-Isopropyl-ether | 108-20-3 | NA | 0.33 U | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.33 U | 0.33 U |
| Dibromochloromethane | 124-48-1 | 10 | 0.7 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.7 U | 0.7 U |
| Dichlorodifluoromethane | 75-71-8 | NA | 0.67 U | 0.33 U | 0.33 U | 0.33 U | 0.33 U | 0.67 U | 0.67 U |
| Ethylbenzene | 100-41-4 | 700 | 0.74 U | 0.15 U | 0.15 U | 0.15 U | 0.15 U | 0.74 U | 0.74 U |
| Methyl-t-butyl ether | 1634-04-4 | NA | 3.4 | 0.42 U | 4.3 | 0.42 U | 9.4 | 0.42 U | 0.42 U | 0.42 U | 0.42 U | 0.43 U | 0.43 U |
| Methylene Chloride | 75-09-2 | 2 | 1.5 U | 0.82 U | 0.82 U | 0.82 U | 0.82 U | 0.82 U | 0.82 U | 0.82 U | 0.82 U | 1.5 U | 1.5 U |
| Styrene | 100-42-5 | 100 | 0.33 U | 0.24 U | 0.24 U | 0.24 U | 0.24 U | 0.33 U | 0.33 U |
| t-Butyl Alcohol | 75-65-0 | NA | 5.7 U | 9.3 U | 9.3 U | 9.3 U | 9.3 U | 5.7 U | 5.7 U |
| Tetrachloroethene | 127-18-4 | 1 | 1 U | 0.47 U | 0.47 U | 0.47 U | 0.47 U | 0.47 U | 0.47 U | 0.47 U | 0.47 U | 1 U | 1 U |
| Toluene | 108-88-3 | 1000 | 0.45 U | 0.23 U | 0.23 U | 1.2 | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.45 U | 0.45 U |
| trans-1,2-Dichloroethene | 156-60-5 | 100 | 1.2 U | 0.79 U | 0.79 U | 0.79 U | 0.79 U | 0.79 U | 0.79 U | 0.79 U | 0.79 U | 1.2 U | 1.2 U |
| trans-1,3-Dichloropropene | 10061-02-6 | NA | 0.42 U | 0.21 U | 0.21 U | 0.21 U | 0.21 U | 0.42 U | 0.42 U |
| Trichloroethene | 79-01-6 | 1 | 0.79 U | 0.28 U | 0.28 U | 0.28 U | 0.28 U | 0.79 U | 0.79 U |
| Trichlorofluoromethane | 75-69-4 | NA | 0.81 U | 0.4 U | 0.4 U | 0.4 U | 0.4 U | 0.4 U | 0.4 U | 0.4 U | 0.4 U | 0.81 U | 0.81 U |
| Vinyl Acetate | 108-05-4 | NA | 0.32 U | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.32 U | 0.32 U |
| Vinyl Chloride | 75-01-4 | 5 | 1.1 U | 0.52 U | 0.52 U | 0.52 U | 0.52 U | 0.52 U | 0.52 U | 0.52 U | 0.52 U | 1.1 U | 1.1 U |
| M&P-Xylenes | 1330-20-7 | NA | 1.1 U | 0.57 U | 0.57 U | 0.57 U | 0.57 U | 0.57 U | 0.57 U | 0.57 U | 0.57 U | 1.1 U | 1.1 U |
| O-Xylene | 95-47-6 | NA | 0.69 U | 0.15 U | 0.15 U | 0.15 U | 0.15 U | 0.69 U | 0.69 U |

NOTES:
ug / L - Micrograms per Liter, equivalent to parts per billion
U - Not detected at the MDL
J - Analyte detected below MDL and/or estimated concentration
Shaded Values Exceeded Corresponding Cleanup Criteria
NA Not Available

Table 14
 Summary of Semivolatile Organic Compounds Groundwater Results
 Naporano and Hugo Neu
 Port Newark
 Newark, New Jersey

| Client Sample ID: Veritech Sample ID: Sampling Date: Units: | CAS Number | Class IIA Ground Water Quality Standards UG/L | MW-N2 AA95332 9/21/1999 UG/L | MW-C2 AA91353 7/13/1999 UG/L | MW-C3 AA91297 7/13/1999 UG/L | MW-C4 AA91354 7/13/1999 UG/L | MW-C5 AA91355 7/13/1999 UG/L | F-BLANK AA91298 7/12/1999 UG/L | F-BLANK AA91356 7/13/1999 UG/L | FB-1-092199 AA95336 9/21/1999 UG/L |
|--|---------------|--|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|---|---|
| 1,2,4-Trichlorobenzene | 120-82-1 | 9 | 0.43 U | 0.43 U | 0.43 U |
| 1,2-Dichlorobenzene | 95-50-1 | 600 | 0.34 U | 0.34 U | 0.34 U |
| 1,3-Dichlorobenzene | 541-73-1 | 600 | 1.2 U | 1.2 U | 1.2 U |
| 1,4-Dichlorobenzene | 106-46-7 | 75 | 0.68 U | 0.68 U | 0.68 U |
| 2,4,5-Trichlorophenol | 95-95-4 | 700 | 2.1 U | 2.1 U | 2.1 U |
| 2,4,6-Trichlorophenol | 88-06-2 | 3 | 1.5 U | 1.5 U | 1.5 U |
| 2,4-Dichlorophenol | 120-83-2 | 20 | 2.3 U | 2.3 U | 2.3 U |
| 2,4-Dimethylphenol | 105-67-9 | 100 | 2.5 U | 2.5 U | 2.5 U |
| 2,4-Dinitrophenol | 51-28-5 | 40 | 4 U | 4 U | 4 U | 4 U | 4 U | 4 U | 4 U | 4 U |
| 2,4-Dinitrotoluene | 121-14-2 | 10 | 0.68 U | 0.68 U | 0.68 U |
| 2,6-Dinitrotoluene | 606-20-2 | 10 | 0.72 U | 0.72 U | 0.72 U |
| 2-Chloronaphthalene | 91-58-7 | NA | 0.81 U | 0.81 U | 0.81 U |
| 2-Chlorophenol | 95-57-8 | 40 | 3.2 U | 3.2 U | 3.2 U |
| 2-Methylnaphthalene | 91-57-6 | NA | 4.4 U | 4.4 U | 4.4 U |
| 2-Methylphenol | 95-48-7 | NA | 3.3 U | 3.3 U | 3.3 U |
| 2-Nitroaniline | 88-74-4 | NA | 2.8 U | 2.8 U | 2.8 U |
| 2-Nitrophenol | 88-75-5 | NA | 2.4 U | 2.4 U | 2.4 U |
| 3,4-Methylphenol | 106-44-5 | NA | 3.1 U | 3.1 U | 3.1 U |
| 3,3'-Dichlorobenzidine | 91-94-1 | 60 | 2.8 U | 2.8 U | 2.8 U |
| 3-Nitroaniline | 99-09-2 | NA | 2.5 U | 2.5 U | 2.5 U |
| 4,6-Dinitro-2-methylphenol | 121-14-2 | NA | 2.4 U | 2.4 U | 2.4 U |
| 4-Bromophenyl-phenylether | 101-55-3 | NA | 0.54 U | 0.54 U | 0.54 U |
| 4-Chloro-3-methylphenol | 59-50-7 | NA | 1.8 U | 1.8 U | 1.8 U |
| 4-Chloroaniline | 106-47-8 | NA | 2.2 U | 2.2 U | 2.2 U |
| 4-Chlorophenyl-phenylether | 7005-72-3 | NA | 0.51 U | 0.51 U | 0.51 U |
| 4-Nitroaniline | 100-01-6 | NA | 2.9 U | 2.9 U | 2.9 U |
| 4-Nitrophenol | 100-02-7 | NA | 2.7 U | 2.7 U | 2.7 U |
| Acenaphthene | 83-32-9 | 400 | 1 | 0.39 U | 0.39 U | 11 | 0.39 U | 0.39 U | 0.39 U | 0.39 U |
| Acenaphthylene | 208-96-8 | NA | 0.29 U | 0.29 U | 0.29 U |
| Anthracene | 120-12-7 | 2000 | 0.23 U | 0.23 U | 1.2 | 0.23 U | 0.23 U | 0.23 U | 0.23 U | 0.23 U |
| Benzidine | 92-87-5 | 50 | 24 U | 24 U | 24 U |
| Benzo[a]anthracene | 56-55-3 | NA | 0.25 U | 0.25 U | 0.25 U |
| Benzo[a]pyrene | 50-32-8 | NA | 0.36 U | 0.36 U | 0.36 U |
| Benzo[b]fluoranthene | 205-99-2 | NA | 0.51 U | 0.51 U | 0.51 U |
| Benzo[g,h,i]perylene | 191-24-2 | NA | 0.27 U | 0.27 U | 0.27 U |
| Benzo[k]fluoranthene | 207-08-9 | NA | 0.58 U | 0.58 U | 0.58 U |
| Benzoic Acid | 65-85-0 | NA | 0.53 U | 0.53 U | 0.53 U |
| Benzyl Alcohol | 100-51-6 | 2000 | 3.8 U | 3.8 U | 3.8 U |
| Bis(2-Chloroethoxy)Methane | 111-91-1 | NA | 0.4 U | 0.4 U | 0.4 U |
| Bis(2-Chloroethyl)ether | 111-44-4 | 10 | 0.56 U | 0.56 U | 0.56 U |
| Bis(2-Chloroisopropyl)ether | 108-60-1 | 300 | 1.6 U | 1.6 U | 1.6 U |
| Bis(2-Ethylhexyl)phthalate | 117-81-7 | 30 | 1.2 | 3.4 | 1.2 | 2.9 | 6 | 0.76 U | 2.2 | 0.76 U |
| Butylbenzylphthalate | 85-68-7 | 100 | 0.49 U | 0.49 U | 0.49 U |
| Carbazole | 86-74-8 | NA | 0.29 U | 0.29 U | 0.29 U | 12 | 0.29 U | 0.29 U | 0.29 U | 0.29 U |
| Chrysene | 218-01-9 | NA | 0.27 U | 0.27 U | 0.27 U |
| Di-n-butylphthalate | 84-74-2 | 900 | 0.78 U | 0.78 U | 0.78 U |
| Di-n-octylphthalate | 117-84-0 | 100 | 0.53 U | 0.53 U | 0.53 U |
| Dibenzo[a,h]anthracene | 53-70-3 | NA | 0.2 U | 0.2 U | 0.2 U |
| Dibenzofuran | 132-64-9 | NA | 2.5 U | 2.5 U | 2.5 U | 3.7 | 2.5 U | 2.5 U | 2.5 U | 2.5 U |
| Diethylphthalate | 84-66-2 | 5000 | 1.7 U | 1.7 U | 1.7 U |
| Dimethylphthalate | 131-11-3 | NA | 0.23 U | 0.23 U | 0.23 U |
| Fluoranthene | 206-44-0 | 300 | 0.26 U | 0.26 U | 0.26 U | 3.8 | 0.26 U | 0.26 U | 0.26 U | 0.26 U |
| Fluorene | 86-73-7 | 300 | 0.26 U | 0.26 U | 0.26 U | 8.3 | 0.26 U | 0.26 U | 0.26 U | 0.26 U |
| Hexachlorobenzene | 118-74-1 | 10 | 0.41 U | 0.41 U | 0.41 U |
| Hexachlorobutadiene | 87-68-3 | 1 | 0.91 U | 0.91 U | 0.91 U |
| Hexachlorocyclopentadiene | 77-47-4 | 50 | 11 U | 11 U | 11 U |
| Hexachloroethane | 67-72-1 | 10 | 1.1 U | 1.1 U | 1.1 U |
| Indeno[1,2,3-cd]pyrene | 193-39-5 | NA | 0.29 U | 0.29 U | 0.29 U |
| Isophorone | 78-59-1 | 100 | 0.47 U | 0.47 U | 0.47 U |
| N-Nitroso-Di-N-Propylamine | 621-64-7 | 20 | 0.94 U | 0.94 U | 0.94 U |
| N-Nitrosodimethylamine | 62-75-9 | 20 | 1.3 U | 1.3 U | 1.3 U |
| N-Nitrosodiphenylamine | 86-30-6 | 20 | 0.64 U | 0.64 U | 0.64 U |
| Naphthalene | 91-20-3 | 300 | 0.44 U | 0.44 U | 0.44 U |
| Nitrobenzene | 98-95-3 | 10 | 0.92 U | 0.92 U | 0.92 U |
| Pentachlorophenol | 87-86-5 | 1 | 5.7 U | 5.7 U | 5.7 U |
| Phenanthrene | 85-01-8 | NA | 0.35 U | 0.35 U | 2.2 | 4.3 | 1.5 | 0.35 U | 0.35 U | 0.35 U |
| Phenol | 108-95-2 | 4000 | 1.3 U | 1.3 U | 1.3 U |
| Pyrene | 129-00-0 | 200 | 0.38 U | 0.38 U | 0.38 U | 1.7 | 0.38 U | 0.38 U | 0.38 U | 0.38 U |
| Pyridine | 110-86-1 | NA | 4.9 U | 4.9 U | 4.9 U |

NOTES:
 UG/L Micrograms per Liter, equivalent to parts per billion
 U Not detected at the PQL
 J Analyte detected below PQL and/or estimated concentration
 NA Not Available
 Shaded values exceeded the corresponding criteria.

Table 15
Summary of Pesticides and PCB Groundwater Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Veritech Sample ID: Sampling Date: Units: | CAS Number | Class IIa Ground Water Quality Standards UG/L | MW-N2 AA95332 9/21/1999 UG/L | MW-C2 AA91353 7/13/1999 UG/L | MW-C3 AA91297 7/12/1999 UG/L | MW-C4 AA91354 7/13/1999 UG/L | MW-C5 AA91355 7/13/1999 UG/L | F-BLANK AA91298 7/12/1999 UG/L | F-BLANK AA91356 7/13/1999 UG/L | FB-1-092199 AA95336 9/21/1999 UG/L |
|--|---------------|--|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|---|---|
| Aldrin | 309-00-2 | 0.04 | 0.1 U | 0.1 U | 0.1 U |
| Alpha-BHC | 319-84-6 | 0.02 | 0.1 U | 0.1 U | 0.1 U |
| Beta-BHC | 319-85-7 | 0.2 | 0.1 U | 0.1 U | 0.1 U |
| Chlordane | 57-74-9 | 0.5 | 0.2 U | 0.2 U | 0.2 U |
| Delta-BHC | 319-86-8 | NA | 0.1 U | 0.1 U | 0.1 U |
| Dieldrin | 60-57-1 | 0.03 | 0.1 U | NA | NA | NA | NA | NA | NA | 0.1 U |
| Endosulfan I | 959-98-8 | 0.4 | 0.1 U | 0.1 U | 0.1 U |
| Endosulfan II | 33213-65-9 | 0.4 | 0.1 U | 0.1 U | 0.1 U |
| Endosulfan Sulfate | 1031-07-8 | 0.4 | 0.1 U | 0.1 U | 0.1 U |
| Endrin | 72-20-8 | 2 | 0.1 U | 0.1 U | 0.1 U |
| Endrin Aldehyde | 7421-93-4 | NA | 0.1 U | 0.1 U | 0.1 U |
| Endrin Ketone | 53494-70-5 | NA | 0.1 U | 0.1 U | 0.1 U |
| Gamma-BHC | 58-89-9 | 0.2 | 0.1 U | 0.1 U | 0.23 | 0.1 U | 0.1 U | 0.1 U | 0.1 U | 0.1 U |
| Heptachlor | 76-44-8 | 0.4 | 0.1 U | 0.1 U | 0.1 U |
| Heptachlor Epoxide | 1024-57-3 | 0.2 | 0.1 U | 0.1 U | 0.1 U |
| Methoxychlor | 72-43-5 | 40 | 0.1 U | 0.1 U | 0.1 U |
| P,P'-DDD | 72-54-8 | 0.1 | 0.1 U | 0.1 U | 0.1 U |
| P,P'-DDE | 72-55-9 | 0.1 | 0.1 U | 0.1 U | 0.1 U |
| P,P'-DDT | 50-29-3 | 0.1 | 0.1 U | 0.1 U | 0.1 U |
| Toxaphene | 8001-35-2 | 3 | 1 U | 1 U | 1 U | 1 U | 1 U | 1 U | 1 U | 1 U |
| Aroclor-1016 | 12674-11-2 | 0.5 | 0.5 U | 0.5 U | 0.5 U |
| Aroclor-1221 | 11104-28-2 | 0.5 | 0.5 U | 0.5 U | 0.5 U |
| Aroclor-1232 | 11141-16-5 | 0.5 | 0.5 U | 0.5 U | 0.5 U |
| Aroclor-1242 | 53469-21-9 | 0.5 | 0.5 U | 0.5 U | 0.5 U |
| Aroclor-1248 | 12672-29-6 | 0.5 | 0.5 U | 0.5 U | 0.5 U |
| Aroclor-1254 | 11097-69-1 | 0.5 | 0.5 U | 0.5 U | 0.5 U |
| Aroclor-1260 | 11096-82-5 | 0.5 | 0.5 U | 0.5 U | 0.5 U |

NOTES:

- J - Analyte detected below MDL and/or estimated concentration
- UG/L Micrograms per Liter, equivalent to parts per billion
- U Not detected at the PQL
- NA Not Available
- Shaded Values Exceeded Corresponding Cleanup Criteria

Table 16
Summary of the Inorganic Analysis For Groundwater Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Veritech Sample ID: Sampling Date: Units: | CAS Number | Class Ila Ground Water Quality Standards (ppm) | MW-N2 AA95332 9/21/1999 UG/L | MW-C2 AA91353 7/13/1999 UG/L | MW-C3 AA91297 7/12/1999 UG/L | MW-C4 AA91354 7/13/1999 UG/L | MW-C5 AA91355 7/13/1999 UG/L | F-BLANK AA91298 7/12/1999 UG/L | F-BLANK AA91356 7/13/1999 UG/L | FB-1-092199 AA95336 9/21/1999 UG/L |
|--|---------------|---|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|---|---|
| Antimony | 7440-36-0 | 20 | 2.1 | 1.5 U | 1.5 U | 1.5 U |
| Arsenic | 7440-38-2 | 8 | 3.7 U | 12 | 11 | 3.8 | 6.2 | 3.7 U | 3.7 U | 3.7 U |
| Barium | 7440-39-3 | 2000 | 24 | 67 | 120 | 28 | 56 | 4.5 U | 4.5 U | 4.5 U |
| Beryllium | 7440-41-7 | 20 | 0.86 U | 0.86 U | 0.86 U |
| Cadmium | 7440-43-9 | 4 | 1.2 U | 1.2 U | 1.2 U |
| Chromium | 7440-47-3 | 100 | 10 U | 10 U | 10 | 10 U | 10 U | 10 U | 10 U | 10 U |
| Copper | 7440-50-8 | 1000 | 6.1 | 4.4 | 3.1 | 4.1 | 3.2 | 2.7 U | 2.7 U | 5.7 |
| Lead | 7439-92-1 | 10 | 12 | 3.1 U | 3.1 U | 5.7 | 3.1 U | 3.1 U | 3.1 U | 3.1 U |
| Mercury | 7439-97-6 | 2 | 0.19 U | 0.18 U | 0.18 U | 0.19 U |
| Nickel | 7440-02-0 | 100 | 12 U | 12 U | 12 U |
| Selenium | 7782-49-2 | 50 | 3.7 U | 3.7 U | 3.7 U |
| Silver | 7440-22-4 | NA | 0.78 U | 0.78 U | 0.78 U |
| Thallium | 7440-28-0 | 10 | 3.6 U | 3.6 U | 3.6 U |
| Zinc | 7440-66-6 | 5000 | 38 U | 38 U | 38 U |
| Cyanide | 57-12-5 | 200 | 10 U | 10 U | 10 U |
| Phenol | 103-95-2 | 4000 | 50 U | 50 U | 50 U |
| Chloride | 16887-00-6 | 250000 | 380000 | 11000000 | 1700000 | 180000 | 1200000 | 1800 U | 1800 U | 1000 U |
| Total Suspended Solids | - | NA | 140000 | 27999 | 20000 | 5200 | 24000 | 4000 U | 3999 U | 4000 U |

NOTES:

- ug/L - Micrograms per Liter, equivalent to parts per billion
- U - Not detected at the MDL
- J - Analyte detected below MDL and/or estimated concentration
- NA - Not Available
- Shaded Values Exceeded Corresponding Cleanup Criteria

Table 17
Summary of Total Petroleum Hydrocarbons Groundwater Sampling Results
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| Client Sample ID: Veritech Sample ID: Sampling Date: Units: | Number | Class Ila Ground Water Quality (ppm) | MW-N2 AA95332 9/21/1999 UG/L | MW-C2 AA91353 7/13/1999 UG/L | MW-C3 AA91297 7/12/1999 UG/L | MW-C4 AA91354 7/13/1999 UG/L | MW-C5 AA91355 7/13/1999 UG/L | F-BLANK AA91298 7/12/1999 UG/L | F-BLANK AA91356 7/13/1999 UG/L | FB-1-092199 AA95336 9/21/1999 UG/L |
|--|------------|---|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|---|---|
| Total Petroleum Hydrocarbons | 23135-22-0 | NA | 1000 U | 1100 U | 5100 | 1100 U | 1100 U | 1000 U | 1100 U | 1000 U |

NOTES:

ug/L - Micrograms per Liter, equivalent to parts per billion

U - Not detected at the MDL

J - Analyte detected below MDL and/or estimated concentration

NA - Not Available

APPENDIX A

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|---|-----------------------------------|---------------------------|----------------------------|
| PROJECT PJ METRO METALS | NAME OF CONTRACTOR EPI | BORING NO. SB-1 | SHEET 1 OF 3 |
| LOCATION Laid out by Consultant (Excel) | CONTRACT NO. 426-99-006 | DATE 6-23-99 | |

| | | | | | |
|--|-----------|--------------------|------|-------|---------|
| Casing Size | Hole Type | GROUND WATER LEVEL | | | |
| "O.D. | "I.D. | Date | Time | Depth | Remarks |
| HAMMER Large Probe | | | | | |
| # FALL | | | | | |
| OPERATOR B. kokot | | | | | |
| DIRECTOR McDudeh / R. HARDWOOD | | | | | |

| CASING DOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COVD | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------------|-------|-------------------|-------------|--------------|---|
| | | Macro | | | |
| | 1 | | | | Use Filt |
| | 2 | | 48" | 1 | |
| | 3 | | | | |
| | 4 | V | | | |
| | 5 | | | | 4.0' Bottom of Boring |
| | | | | | 0.5'-1.0' bottle #C067 |
| | | | | | 2'-2.5' bottle #C068 |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN metro Metals

LOCATION: laid out by Consultant DATE: 6/23/99

RING No: SB-1 TOTAL No. OF SAMPLES: 2

NATURE OF ALL

PRESENT AT SAMPLING *[Signature]*

| | | |
|---------------------------------|--------------|-----------|
| RELINQUISHED <i>[Signature]</i> | DATE 6/23/99 | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|-----------|
| RELINQUISHED | DATE | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|----------|
| RELINQUISHED | DATE | RECEIVED |
| (SIGN) | TIME | BY LAB |

REMARKS: 2 samples taken in 2 one pt. JARS
and bottle # C067 0.5' - 1.0'
C068 2' - 2.5'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|---|----------------------------------|-----------------------------------|--------------------------------------|
| PROJECT PN METRO METALS | NAME OF CONTRACTOR EPI | BORING NO. SB-2 | SHEET 1 OF 3 SURFACE ELEV. |
| LOCATION Road out by Consultant | | CONTRACT NO. 426-99-006 | DATE 6-23-99 |

| | | | | | | |
|--|--------------------------|-----------------------------|---------------------------|------|-------|---------|
| DIAMETER 6" FALL | CASING SIZE 6" | HOLE TYPE 6" FALL | GROUND WATER LEVEL | | | |
| WATER 6" FALL | WATER 6" FALL | WATER 6" FALL | Date | Time | Depth | Remarks |
| OPERATOR B. KOKOT | | | | | | |
| DRILLER YI. OUDER / EXCEL R. HARDWOOD | | | | | | |

| DEPTH | SPOON BLOWS/6" | RE-COVD | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | DEPTH |
|-------|----------------|---------|-----------|--|-------|
| 0 | MACEO | | | A Asphalt PAVEMENT | 0.5' |
| 1 | | | | B CRUSHED rock, little br. m.F Sand SUBGRADE | 1.0' |
| | | 48" | | C Fill grey-br. m.F Sand, some gravel, tr. silt (Sample saved) (Bottle # C072) | 1.5' |
| 2 | | | | D Fill red-br. m.F Sand, tr. silt, tr. gravel | |
| 3 | | | | E Fill red-br. m.F Sand, tr. silt, tr. gravel (Sample saved) (Bottle # C073) | 3.0' |
| 4 | | | | F Fill red-br. m.F Sand, tr. silt, tr. gravel | 3.5' |
| 5 | | | | Bottom of Boring | 4.0' |
| | | | | #C072 1'-1.5' | |
| | | | | #C073 3'-3.5' | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN Metro Metals

LOCATION: Laid out by Consultant DATE: 6-23-99

DRILLING No: SB-2 TOTAL No. OF SAMPLES: 2

NATURE OF ALL PRESENT AT SAMPLING
W. J. Ode

UNOBTAINED SIGN) DATE 6/23/99 RECEIVED
TIME BY (SIGN)

UNOBTAINED DATE RECEIVED
SIGN) TIME BY (SIGN)

UNOBTAINED DATE RECEIVED
SIGN) TIME BY LAB

REMARKS: 2 samples taken in 2 one pt. JARS
and bottle #C072 1.0' - 1.5'
#C073 3.0' - 3.5'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | |
|---|----------------------------------|
| SHEET 1 OF 3 | |
| PROJECT PJ METRO METALS | NAME OF CONTRACTOR EPI |
| LOCATION Laid out by Consultant | BORING NO. SB-3 |
| CONTRACT NO. 426-99-006 | DATE 6-23-99 |

| | | | | | | | |
|--|------|-------------------------------------|-----------|--------------------|------|-------|---------|
| C.O.D. | I.D. | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| | | | | Date | Time | Depth | Remarks |
| PROBE Geo Probe # FALL | | HAMMER B. KOKOT # FALL | | | | | |
| OPERATOR M. Duda / E. Hardwood | | | | | | | |

| BORING DEPTH (YFT.) | DEPTH | SPOON BLOWS/6" | RE-CD'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|---------------------|-------|----------------|---------|-----------|--|
| 0 | | MACRO | | | |
| 1 | | | | | Misc. fill |
| 2 | | | 48" | 1 | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | Bottom of Boring. 4.0' |
| | | | | | 1'-1.5' #1071 |
| | | | | | 3'-3.5' #1074 |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane

THE PORT AUTHORITY OF N.Y & N.J.
ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN metro Metals

LOCATION: Lead out by Consultant DATE: 6/23/99

ORIGIN No: SB-3 TOTAL No. OF SAMPLES: 2

SIGNATURE OF ALL PRESENT AT SAMPLING
[Signature]

DISPOSER (SIGN) *[Signature]* DATE 6/23/99 RECEIVED
TIME BY (SIGN)

DISPOSER (SIGN) DATE RECEIVED
TIME BY (SIGN)

DISPOSER (SIGN) DATE RECEIVED
TIME BY LAB

REMARKS: 2 samples taken in 2 one pt. JARS
and bottle # C071 1'-1.5'
C074 3'-3.5'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|-----------------------------------|----------------------------------|-----------------------------|----------------------------|
| PROJECT PN METRO METALS | NAME OF CONTRACTOR EPI | BORING NO. SB 4-A | SHEET 1 OF 3 |
|-----------------------------------|----------------------------------|-----------------------------|----------------------------|

| | | |
|--|-----------------------------------|------------------------|
| LOCATION bid out by Consultant | CONTRACT NO. 426-99-006 | DATE 6.24.99 |
|--|-----------------------------------|------------------------|

| | | | | |
|---|--|---|--|--|
| "O.D." "I.D." "HAMMER" # FALL Geo. Probe | CASING SIZE HOLE TYPE BRAND KOKOT | GROUND WATER LEVEL Date Time Depth Remarks | | |
|---|--|---|--|--|

VECTOR
OUTER / EXCEL
P. HARDWOOD

| CASING NO./FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|----------------|-------|----------------|----------|-----------|---|
| | 0 | MACRO | | | |
| | 2 | | 4 1/2" | 1 | Misc. Fill |
| | 4 | MACRO | | | FO' |
| | 6 | | 32" | 2 | Misc. Fill |
| | 8 | | | | 5'0" |
| | 10 | | | | Bottom of boring 8:0 10'-1.5' Bottle # C204 5'-6' Bottle # C205 |

NOTES: 1 - Length recovered; 0' - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; DFR = down and up; V =

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PJ METRO METALS

LOCATION: Laid out by Consultant Excel

DATE: 6-24-99

DRILLING No: SB4-A

TOTAL No. OF SAMPLES: 2

NATURE OF ALL

PRESENT AT SAMPLING

[Signature] *[Signature]*

UNWITNESSED

[Signature]

DATE 6-24-99

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNWITNESSED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNWITNESSED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

2 Samples taken in 2 one pt. JARS

Bottle # C204 1.0' - 1.5'

C205 5.5' - 6'

1 1/2
C.S.

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|---|-----------------------------------|-----------------------------|----------------------------|
| PROJECT PN METRO METALS SITE | NAME OF CONTRACTOR EPI | BORING NO. SB 4.B | SHEET 1 OF 3 |
| LOCATION Laid out by Consultant | CONTRACT NO. 426-99-006 | DATE 6-24-99 | SURFACE ELEV. |

| | | | | | | |
|--|-------------|-----------|--------------------|---------------------|--|--|
| DRILLER B. KOKOT | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| INSPECTOR M. OUDEH / R. HARDWOOD | DATE | TIME | DEPTH | REMARKS | | |
| | 6/24 | Am | 6' | Found in S#2 | | |

| CASING DEPTH (VS.FT.) | DEPTH | SPOON BLOWS/FT | RE-COVD | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-----------------------|-------|----------------|---------|-----------|--|
| 0 | 0 | MACRO | | | |
| 2 | 2 | | 48" | 1 | y. s. fill (typical) |
| 4 | 4 | MACRO | | | |
| 6 | 6 | | 48" | 2 | Fill br. m.f. sand, fr. gravel, fr. silt |
| 8 | 8 | | | | |
| 10 | 10 | | | | Bottom of Boring 8.0' |
| | | | | | 0.5'-1.0' # C210 |
| | | | | | 5.5'-6' # C211 |

NOTES: 1 - Length recovered; 0' - Loss of Sample, T - Trap used
2 - U = undisturbed; A = silver CFB - man and out; V -

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PD METRO METALS

LOCATION: laid out by Consultant

DATE: 6-24-99

DRILLING No: SB4-B

TOTAL No. OF SAMPLES: 2

NATURE OF ALL

PRESENT AT SAMPLING

[Signature]

UNWITNESSED

[Signature]

DATE 6-24-99 RECEIVED

(SIGN)

TIME

BY (SIGN)

UNWITNESSED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNWITNESSED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

2 samples taken in 2 one pt. JARS

0.5' - 1.0' # C210

5.5' - 6' # C211

17
1-90

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3
SURFACE ELEV.

| | | |
|------------------------------|---------------------------|---------------------|
| PROJECT METRO METALS SITE | NAME OF CONTRACTOR EPI | BORING NO. SB5-A |
|------------------------------|---------------------------|---------------------|

| | | |
|---|----------------------------|-----------------|
| LOCATION ID out by the consultant as per drawing | CONTRACT NO. 426-49-006 | DATE 6-23-99 |
|---|----------------------------|-----------------|

| | | | | | | |
|--|-------------|---------------------------|--------------------|------|-------|--------------|
| JOHN | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| "O.D." | "I.D." | | Date | Time | Depth | Remarks |
| INER # FALL | 6" x 6" | HAMMER Probe # FALL | 6/23 | Am | 7' | Found in s#2 |
| OPERATOR Brian Kokot | | | | | | |
| VECTOR DUBET / Consultant Excel P. HARDWOOD | | | | | | |

| DASING IN FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------|-------|-------------------|--------------|--------------|---|
| 0 | | MACRO | | | |
| 2 | | | 48" | 1 | Misc. Fill |
| 4 | | MACRO | | | |
| 6 | | | 48" | 2 | fill red-br m-f Sand, tr. gravel, tr. silt, tr. shell |
| 8 | | | | | |
| 10 | | | | | Bottom of Boring |

#C070 0'-0.5' #C077 2.5'-3.0'
#C165 1.5'-2.0' #C166 6.5'-7'

NOTES: 1 - Length recovered; 0 - Loss of Sample, T - Trap used
2 - 11 - unclassified

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|--|--------------------------------|
| PROJECT: <u>PJ Metro Metals Site</u> | |
| LOCATION: <u>land out in the field by consultant</u> | DATE: <u>6-23-99</u> |
| RING No: <u>SBS-A</u> | TOTAL No. OF SAMPLES: <u>4</u> |

| NATURE OF ALL PRESENT AT SAMPLING | | |
|-----------------------------------|------------------|------------------------------|
| LIQUISHED | <u>W. J. O'H</u> | DATE <u>6-23-99</u> RECEIVED |
| (SIGN) | | TIME BY (SIGN) |
| LIQUISHED | | DATE RECEIVED |
| (SIGN) | | TIME BY (SIGN) |
| LIQUISHED | | DATE RECEIVED |
| (SIGN) | | TIME BY LAB |

REMARKS: 4 samples taken in 4 one pt. jars
and the following bottles

| | |
|---------------|--------------------|
| <u># C070</u> | <u>0' - 0.5'</u> |
| <u># C165</u> | <u>1.5' - 2.0'</u> |
| <u># C077</u> | <u>2.5' - 3.0'</u> |
| <u># C166</u> | <u>6.5' - 7.0'</u> |

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | | |
|---|--|------------------------------------|--|----------------------------|
| PROJECT PN METRO METALS SITE | | NAME OF CONTRACTOR CRAIG | BORING NO. SB 5-B | SHEET / OF 1 / 3 |
| LOCATION Laid out by Consultant as per dwg. | | CONTRACT NO. 426-99-006 | SURFACE ELEV. DATE 6-23-99 | |

| | | | | | | |
|--|-------------|-----------|--------------------|------|-------|---------|
| WORK | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| "O.D." | "I.D." | | Date | Time | Depth | Remarks |
| METHOD Geo Probe | | HAMMER | | | | |
| # FALL | | # FALL | | | | |
| OPERATOR B. Kokot | | | | | | |
| SECTOR m. Duden / E. Greenwood | | | | | | |

| CASING NO./FT. | DEPTH | SPOON BLOWS/6" | RE-COY'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|----------------|-------|----------------|----------|-----------|--|
| | 0 | MACRO | | | Misc fill br. c.f. sand, wood, crushed rock, gravel, silt |
| | 3 | | 46" | 1 | Misc fill dk br. c.f. sand, wood, concrete fragments, tile, gravel, silt |
| | 6 | MACRO | 36" | 2 | No Recovery (broke off) |
| | 9 | | | | |
| | 12 | | | | |
| | 15 | | | | |

8.0'

Bottom of boring

#C171 0'-0.5'
#C135 2'-2.5'
#C133 7'-7.5'

NOTES: 1 - Length recovered; 0 - Loss of Sample, T - Trap used

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN METRO METALS

LOCATION: laid out by consultant as per Dig. DATE: 6-23-99

DRILLING No: SB5-B TOTAL No. OF SAMPLES: 3

NATURE OF ALL PRESENT AT SAMPLING *M. J. O.H.*

| | | |
|--------------------------------|--------------|-----------|
| RELINQUISHED <i>M. J. O.H.</i> | DATE 6/23/99 | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|-----------|
| RELINQUISHED | DATE | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|----------|
| RELINQUISHED | DATE | RECEIVED |
| (SIGN) | TIME | BY LAB |

REMARKS: 3 samples taken in 3 one pt. JARS
and bottle # C171 0'-0.5'
C135 2'-2.5'
C133 7'-7.5'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 of 3
SURFACE ELEV.

| | | | |
|--|-------------------------------------|----------------------------|---------------|
| PROJECT PJ METRO METALS SITE | NAME OF CONTRACTOR E.P.I. | BORING NO. SBS-C | SURFACE ELEV. |
|--|-------------------------------------|----------------------------|---------------|

| | | |
|--|-----------------------------------|------------------------|
| LOCATION 2 out in the field as per drawing by the Consultant | CONTRACT NO. 426-99-006 | DATE 6-23-99 |
|--|-----------------------------------|------------------------|

| | | | | | | |
|--------------------------------|------------------------------|-----------|--------------------|----------------|-------|---------------------|
| POOH | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| "O.D." | "I.D." | | Date | Time | Depth | Remarks |
| DRILLER Brian Kokot | GEOPROBE | | 6/23 | 2:19 PM | | found in S#2 |
| ENGINEER R. HARDWOOD | CONSULTANT D. Dech | | | | | |

| BORING DEPTH (F/FT.) | DEPTH | SPOON BLOWS/6" | RE-COVD | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|----------------------|-------|----------------|---------|-----------|--|
| 0 | 0 | MACRO | | | |
| | | | 22" | 1 | Misc. fill br. Sand, wood, crushed Rock, gravel, silt. |
| | 3 | | | | Fill grey br. m.f. Sand, tr. gravel, tr. silt 3.7' |
| | | | | | 4.0' |
| | 6 | MACRO | 24" | 2 | Fill grey m.f. Sand tr. gravel, tr. silt |
| | | | | | clay and silt 7.7' |
| | | | | | 8.0' |
| | 9 | | | | Bottom of Boring |
| | | | | | #C 140 2'-2.5' |
| | | | | | #C 164 3.5'-4' |
| | 12 | | | | NOTE: S#2 had br. Sand, gravel on top this is from S#1. The Driller did not clean out hole 0' to 4' (this is common practice with Geoprobe). |
| | 15 | | | | |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

OBJECT: PN METRO METALS SITE

LOCATION: laid out by consultant DATE: 6-23-99

RING No: SB 5-e TOTAL No. OF SAMPLES: 2

SIGNATURE OF ALL PRESENT AT SAMPLING
W. J. Oehl

UNWITNESSED SIGNATURE DATE 6-23-99 RECEIVED
W. J. Oehl TIME BY (SIGN)

UNWITNESSED DATE RECEIVED
TIME BY (SIGN)

UNWITNESSED DATE RECEIVED
(SIGN) TIME BY LAB

REMARKS: 2 samples taken in 2 one pt. JARS

and Bottle # 140 2' - 2.5'
164 3.5' - 4'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3
SURFACE ELEV.

PROJECT: METRO Metals site C

NAME OF CONTRACTOR: EPI

BORING NO.: SB5-D

LOCATION: aid out by Consultant

CONTRACT NO.: 42699.006

DATE: 6-25-99

BOON: CASING SIZE, HOLE TYPE
SER: "O.D.", "I.D.", HAMMER, # FALL

| GROUND WATER LEVEL | | | |
|--------------------|------|-------|---------|
| Date | Time | Depth | Remarks |
| 6/25 | pm | 4.5' | |
| | | | |
| | | | |

OPERATOR: Paul BARKALOW

DRILLER: R. HARDWOOD (except consultant)

| DEPTH (FT.) | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------|----------------|----------|-----------|--|
| 0 | MACRO | | | |
| 2 | | 24" | 1 | Misc. Fill (Typical) |
| 4 | MACRO | 40" | 2 | gray m.f. Sand |
| 6 | | | | clay & silt |
| 8 | | | | Bottom of Boring |
| 10 | | | | 0'-0.5' bottle # C213 1.5'-2.0' # C214 3.5'-4.0' # C215 |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

OBJECT: PN Metro metals Site C

LOCATION: Laid out by consultant

DATE: 6-25-99

RING No: SB5D

TOTAL No. OF SAMPLES: 3

NATURE OF ALL

SENT AT SAMPLING

W. Payne *D.H.*

ACQUIRED

W. Payne *D.H.*

DATE 6/25/99

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

3 samples taken in 3 JARS

and bottle # C213 0'-0.5'

C214 1.5'-2'

C215 3.5'-4'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|--|-----------------------------------|-----------------------------|----------------------------|
| PROJECT 20 Metro Metals Site | NAME OF CONTRACTOR | BORING NO. SB 5-E | SHEET 1 OF 3 |
| LOCATION aid out in the field as per drawing | CONTRACT NO. 426-99-006 | DATE 6-23-99 | SURFACE ELEV. |

| | | | | | | |
|---|-------------|-------------|--------------------|---------------------------|-----------|---------------------|
| DRILLER PROBROZ "LO." | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| NO. OF FALL | HAMMER | NO. OF FALL | Date | Time | Depth | Remarks |
| | | | 6/23 | 12²⁰ PM | 9' | found in S#3 |
| SUPERVISOR BRIAN KOKOT | | | | | | |
| CONSULTANT MADEH / RON HARDWOOD | | | | | | |

| DEPTH (FT.) | DEPTH | SPOON BLOWS/FT. | RE-COYD | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------|-------|-----------------|---------|-----------|---|
| 0 | | MACRO | | | Misc. Fill Asphalt fragments, Sand, Crushed Rock 0.5' |
| | | | | | Misc. fill dk-brown w/ sand, crushed rock, metal gravel 1.0' |
| | | | 42" | 1 | Misc. fill dk-brown to black fine sand, silt, crushed rock fragments, metal fragments, glass, asphalt fragments |
| 3 | | | | | fill grey m.t sand, fr. gravel, fr. silt 3.5' |
| | | MACRO | | | 4.0' |
| | | | 48" | 2 | Misc. fill dk-grey-black m.t sand, silt, wood fragments, some gravel |
| 6 | | | | | 6.0' |
| | | | | | fill reh-br. w/ sand, fr. gravel, fr. silt 6.5' |
| | | | | | same |
| | | | | | 8.0' |
| | | MACRO | | | same |
| 9 | | | 48" | 3 | 9.5' |
| | | | | | fill red br. w/ sand, fr. gravel, fr. silt 10.0' |
| | | | | | same |
| | | | | | 11.5' |
| 12 | | | | | fill grey m.t sand, fr. gravel, fr. silt 12.0' |
| | | | | | Bottom of boring |
| | | | | | Sample 0.5' to 1.0' # C167 6'-6.5' # C168 |
| | | | | | " 2.5' to 3.0' # C169 9.5'-10' # C170 |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OPR = open and not used

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN Metro Metals Site

LOCATION: Laid out by the Consultant as per drawing DATE: 6-23-97

RING No: SB 5-E TOTAL No. OF SAMPLES: 4

NATURE OF ALL PRESENT AT SAMPLING Stage 1

UNWITNESSED SIGNATURE DATE 6/23/99 RECEIVED BY (SIGN)

UNWITNESSED SIGNATURE DATE TIME RECEIVED BY (SIGN)

UNWITNESSED SIGNATURE DATE TIME RECEIVED BY LAB

REMARKS: Took 4 Samples in 4 one pt. JARS and the following bottles
Bottle # C167 0.5' - 1.0'
C169 2.5' - 3.0'
C168 6' - 6.5'
C170 9.5' - 10'

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | | |
|---|--|---------------------------|----------------------------|-------------------------------|
| BORING LOCATION METRO METALS Laid out by Consultant | | NAME OF CONTRACTOR EPI | BORING NO. SB 5F | SHEET 1 OF 1 SURFACE ELEV. |
| | | | CONTRACT NO. 426-99-000 | DATE 6-25-99 |

| | | | | | | | |
|--|------------------|-----------------------|-----------|--------------------|------|-------|---------|
| # O.D. # FALL | # I.D. # FALL | CASING SIZE HAMMER | HOLE TYPE | GROUND WATER LEVEL | | | |
| | | | | Date | Time | Depth | Remarks |
| OPERATOR Paul BARKALOW | | | | | | | |
| SUPERVISOR R. HARDWOOD (EXCEL Consultant) | | | | | | | |

| BORING DEPTH (FT.) | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------------|-------|----------------|-----------|-----------|--|
| 0 | | | | | DID NOT OBTAIN SAMPLES. The Consultant, EXCEL, DID NOT CALL P.A. MATERIALS ENGINEERING TO NOTIFY OF THE TIME AND DATE <u>SBS-F</u> WILL BE SAMPLED. |
| 5 | | | | | |
| 10 | | | | | |
| 15 | | | | | |
| 20 | | | | | |
| 25 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

NOTES: 1 — Length recovered; 0* — Loss of Sample, T — Trap used
 2 — U = undisturbed; A = auger; OER = open end rod; V = vane
 3 — Log depth of change in color of water, loss of water, surface water, sand, gravel, etc.

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section
BORING REPORT

| | | | |
|----------------------------------|--------------------------------------|---------------------|---------------|
| JOB NO. N - Metro Metals Site | NAME OF CONTRACTOR Craig Drilling | BORING NO. MW-C1 | SHEET 1 OF 4 |
| | CONTRACT NO. 42699-006 | DATE 6/23/99 | SURFACE ELEV. |

and cut in field as per Drawing

| | | | |
|-------------|-------|-----------------------|---------------------------|
| •O.D. 3 3/8 | •I.D. | CASING SIZE DIGERS | HOLE TYPE 1/2" Monitor |
| Safety | | HAMMER | |
| • FALL 3' | | • FALL | |

D O such
D Have

| GROUND WATER LEVEL | | | |
|--------------------|------|-------|------------------|
| Date | Time | Depth | Remarks |
| 6/23/99 | 9:30 | 3.5 | White Hand Auger |

| DEPTH FT. | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | LOG ELEV. |
|--------------|-------------------|--------------|--------------|---|--------------|
| 0 | Hand | Full | 1 | Misc fill - sand, silt, metal, wood, etc | 0.0 |
| | Auger | | | Fill-M-P Gray Sand, Tr Silt, Tr Gravel | 0.5 |
| | | | 2 | Same | |
| | | | 3 | Same | |
| 5 | 2-3 | | | Same | 5.0 |
| | 3-2 | 22" | 4 | Black Gray organic silt/clay | 7.0 |
| | | | | Bottom of Boring | |
| 10 | 1 | 3.5' SCREEN | | | |
| | 2 | 8' | 4'-12" | | |
| | 3 | 5' | 4'-9" | | |
| | 4 | 6' | 3'-9" | | |
| 15 | 5 | 10' | | | |
| 20 | | | | | |
| 25 | | | | | |

SLAM INTERVAL 4' 2'-5.5'

All Samples checked with PID Meter, S#1 15-2' & S#2 3-3.5' saved for Testing Remaining Samples Discarded

| | | | |
|--------------|--------|-----|------|
| Methanol Sol | Bottle | S#1 | C075 |
| " | " | S#2 | C076 |

NOTES: 1 - Length recovered: 0" -- Loss of Sample, T - Trap used

PORT AUTHORITY OF NY & NJ
Engineering Department - Materials Division

Sheet 2 of 4

Installation Report

| | | | | |
|---|--------------------------|----------------------|----------------------------|-----------------|
| PROJECT N - Matto Metals Site | | | CONTRACT NO. 476-99-006 | |
| LOCATION AS Laid out in field as per Drawing | | | CONTRACTOR Craig | |
| ID. 1W-C1 | WELL TYPE "A" Monitor | INSPECTOR D. Howe | DRILLER D. Osuch | DATE 6/27/99 |

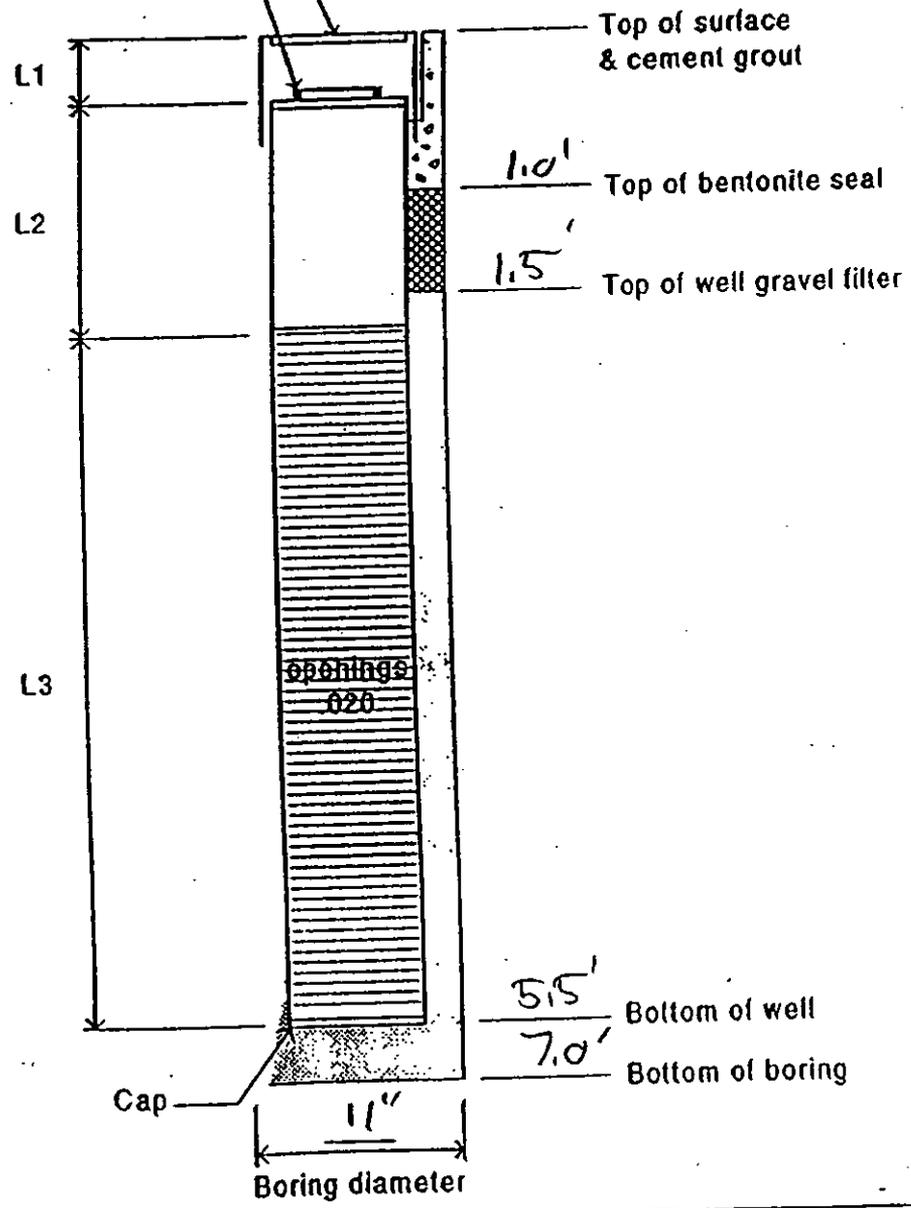
Development Report

(NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

| | | | |
|---------|-------------------------|------------------------|------------------------|
| 6-24-99 | WATER LEVEL BEFORE 3.5' | WATER LEVEL AFTER 3.5' | TAKEN 15 MINUTES AFTER |
|---------|-------------------------|------------------------|------------------------|

7" dia. Manhole cover
 4" dia. PVC pipe w/ locking cap

L1 = 0.3
 L2 = 1.7
 L3 = 3.5



Side Bores filled 5.5' - 7.0' with well gravel

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

Sheet 4 of 4

OBJECT: PN - Metro Metals Site

LOCATION: As laid out in Field as per Drawing DATE: 6/23/59

WORKING No: MU-C1 TOTAL No. OF SAMPLES: 2

SIGNATURE OF ALL

PRESENT AT SAMPLING

RECEIVED BY (SIGN) DATE TIME

[Signature] 6/23/59

RECEIVED BY (SIGN) DATE TIME

RECEIVED BY LAB DATE TIME

REMARKS:

2 - Soil Samples for 1 - 16oz. and 1 - Method Sol. Bottle Each

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| ECT N- Metro Mats Site | | NAME OF CONTRACTOR Craig Drilling | | BORING NO. NW-C2 | | SHEET 1 OF 4 | |
|--|--------------------|--------------------------------------|-------------------------|---------------------|--|---------------|----------------|
| TION Laid out in field as per Drawing | | CONTRACT NO. 426-99-006 | | DATE 6/22/99 | | SURFACE ELEV. | |
| SON 2 | *O.D. 3 7/8" *I.D. | CASING SIZE PULGERS | HOLE TYPE D' Man-Job | GROUND WATER LEVEL | | | |
| ER 1/4" # FALL 30 | HAMMER | # FALL | | Date 6/22/99 | Time 1:10 PM | Depth 7.0 | Remarks S#4 |
| LLER D Osack | | | | | | | |
| STOR D Howe | | | | | | | |
| ING BFT. | DEPTH | SPOON BLOWS/6" | RE- COVD | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | | |
| | 0 | | | | Asphalt Crushed Stone | | |
| | | Hand Auger | Full | 1 | Misc Fill - Gravel, Sand, Silt, Clays, ETC | | |
| | | | | 2 | Fill - M-F Brown Sand, Tr Silt, Tr Gravel | | |
| | 5 | | | 3 | Same | | |
| | | 8-13 | | 4 | Same | | |
| | | 17-24 | 19" | | | | |
| | | 8-7 | | 5 | Fill - M-F Gray Sand, Tr Silt, Tr Gravel | | |
| | 10 | 7-9 | 18" | | | | |
| | | 15-5 | | 6 | Fill - MF Gray Sand, Little Red Brown clayey silt, Tr Silt Red | | |
| | | 5-6 | 16" | | | | |
| | | 8-7 | | 7A | Fill - Red Brown silty clay, Tr PSand | | |
| | | 6-6 | 18" | B | Black & gray organic silty clay | | |
| | 15 | | | | Bottom of Boring | | |
| | | | | | All Samples checked with PID Meter S# 1 1-2' & S# 4 6-7' Saved for Testing Remaining Samples Discarded | | |
| | 20 | | | | | | |
| | | | | | Methanol Sol Bottle C078 S#1 1-2' | | |
| | | | | | C079 S#4 6-7' | | |
| | 25 | | | | | | |

NOTES: 1 - Length recovered: 0" - 1' max of Sample. T - Trap used

PORT AUTHORITY OF NY & NJ
Engineering Department - Materials Division

Well Installation Report

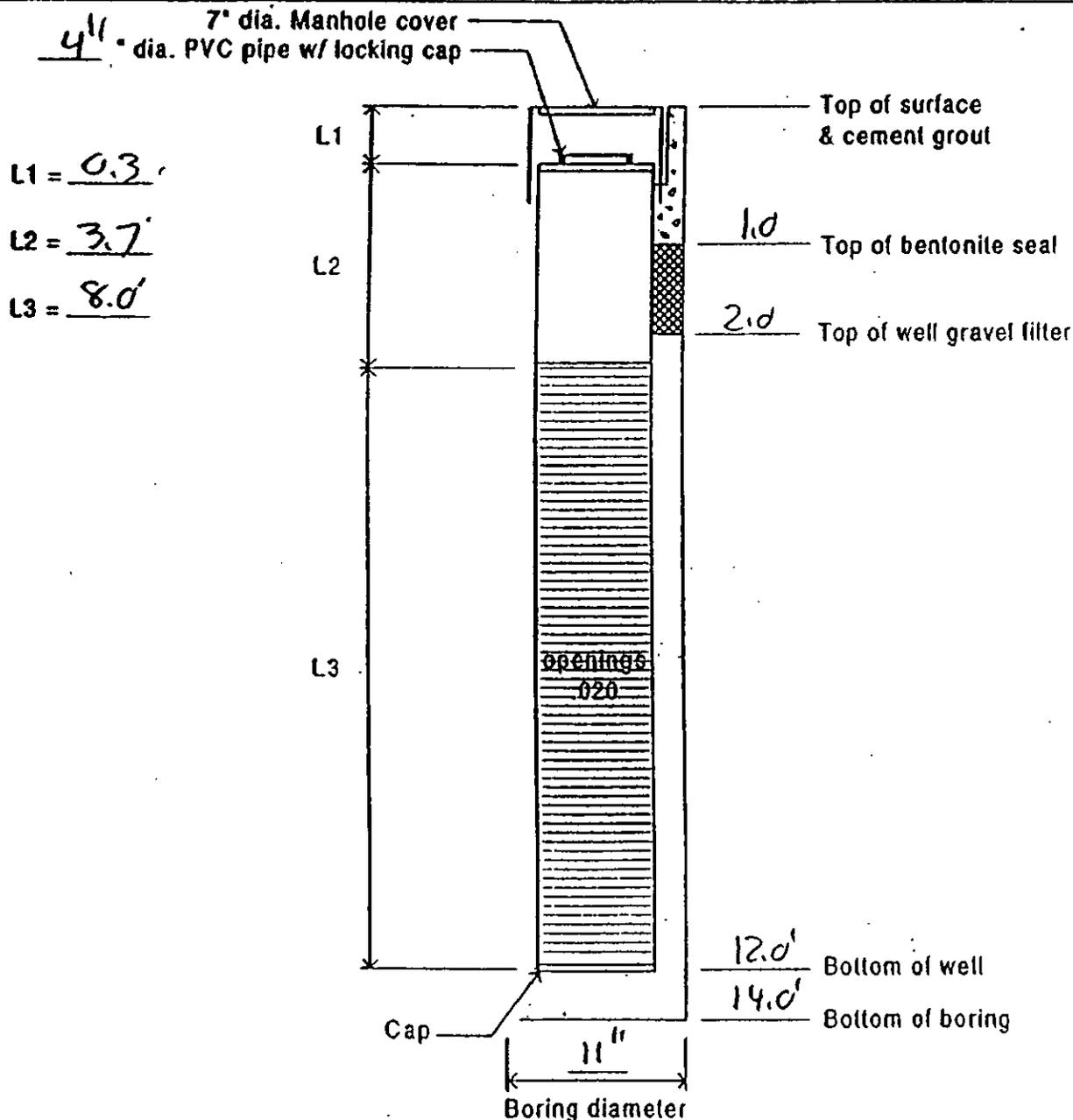
Sheet 2 of 4

| | | | | |
|---|-------------------------|---------------------|----------------------------|-----------------|
| PROJECT PN - Metro Metals Site | | | CONTRACT NO. 426-99-006 | |
| LOCATION As laid out in field as per drawing | | | CONTRACTOR Craig | |
| WELL NO. NW-C2 | WELL TYPE 4" Monitor | INSPECTOR D Howe | DRILLER D Osuch | DATE 6/22/99 |

Well Development Report

(NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

| | | | | |
|-----------------|----------------------------|---------------------------|-------------|---------------|
| DATE 6-24-99 | WATER LEVEL BEFORE 6.7' | WATER LEVEL AFTER 6.9' | TAKEN 15 | MINUTES AFTER |
|-----------------|----------------------------|---------------------------|-------------|---------------|



NOTE: Hole Back-filled 12.0'-14.0' with Bentonite

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

Sheet 4 of 4

PROJECT: PN - Metro Metals
LOCATION: Island within Field as per Drawing DATE: 6/22/99
CORING No: MW-C2 TOTAL No. OF SAMPLES: 2

SIGNATURE OF ALL

PRESENT AT SAMPLING

| INQUIRED | DATE | RECEIVED |
|---|---------|-----------|
| (SIGN) | TIME | BY (SIGN) |
|  | 6/22/99 | |
| INQUIRED | DATE | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |
| INQUIRED | DATE | RECEIVED |
| (SIGN) | TIME | BY LAB |

MARKS:

2 Soil Samples each in 1-lb jar & 1 Methanol Sol Bottle

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 4

| | | | |
|---|---|----------------------------|---------------|
| PROJECT PN - Metro Metals Site | NAME OF CONTRACTOR Craig Drilling | BORING NO. MC-C3 | SURFACE ELEV. |
| LOCATION Laid out in fields per Drawing | CONTRACT NO. 476-99-006 | DATE 6/23/59 | |

| | | | | | | |
|----------------------------|-----------------------------------|---------------------------------|------------------------|-------------------------|---------------------|-----------------------|
| BOON 3 | CASING SIZE 8 3/8" O.D. | HOLE TYPE "A" Monitor | GROUND WATER LEVEL | | | |
| DRILLER 00 such | HAMMER Safety | # FALL 30 | Date 6/23/59 | Time 12:45 PM | Depth 7.0 | Remarks S#4 |
| INSPECTOR OKover | | | | | | |

| DEPTH (FT.) | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------|----------------|----------|-----------|--|
| 0 | Hand Dug | Full | 1 | Misc Fill, Silt, Sand, Mats, Gravel, Cracks, ETC |
| | | | 2 | Same |
| 5 | | | 3 | Fill M-F Gray Sand, Tr Silt, Tr Gravel |
| 6 | 17-19 | | 4 | Same |
| 7 | 17-17 | 21" | | Same |
| 9 | 9-7 | | 5 A | Same |
| 10 | 5-4 | 19" | 5 B | Black Gray organic silty clay |
| | | | | Bottom of Poring |
| 15 | | | | All samples checked with PID Meter, S#1, 5-20 & S#4 6-7' saved for Test. Remaining samples discarded |
| 20 | | | | |
| 26 | | | | Methanol Sol Bottle S#1 C-069 " " " S#4 C-067 |

NOTES: 1 - Length recovered; 0 - Loss of Sample. T - Trap used

IRT AUTHORITY OF NY & NJ
Engineering Department - Materials Division

II Installation Report

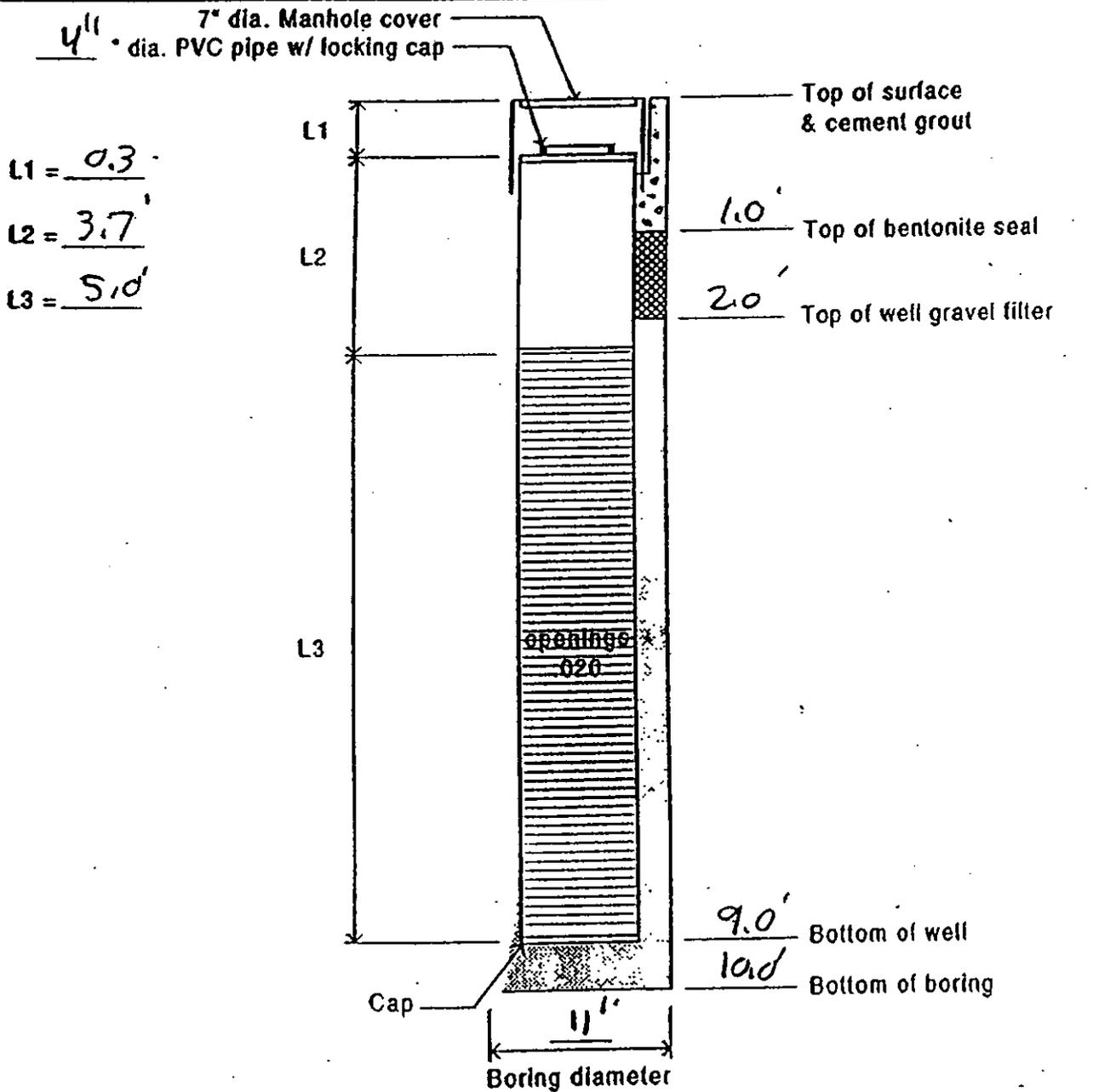
Sheet 2 of 4

| | | | | |
|--|-------------------------|----------------------|---------------------|----------------------------|
| PROJECT PN - Metro Metals Site | | | | CONTRACT NO. 426-99-006 |
| LOCATION As laid out in field as per Drawings | | | | CONTRACTOR Craig |
| ID AW-03 | WELL TYPE 4" Monitor | INSPECTOR D. Dave | DRILLER D. Osuch | DATE 6/23/99 |

I Development Report

(NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

| | | | | |
|-----------------|----------------------------|---------------------------|-------------|---------------|
| DATE 6-24-99 | WATER LEVEL BEFORE 7.0' | WATER LEVEL AFTER 7.1' | TAKEN 15 | MINUTES AFTER |
|-----------------|----------------------------|---------------------------|-------------|---------------|



side Backfill 9.0'-10.0' with Bentonite

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section
BORING REPORT

| | | | | | | | |
|--|-------|--------------------------------------|----------|----------------------------|---|---------------|---------------------|
| PROJECT PN - Metro Metals Site | | NAME OF CONTRACTOR Crais Drilling | | BORING NO. MW-C4 | | SHEET 1 OF 4 | |
| LOCATION Laid out in field as per Drawing | | | | CONTRACT NO. 476-99-006 | | SURFACE ELEV. | |
| Casing Size 3" O.D. 2 3/8" I.D. | | HOLE TYPE | | GROUND WATER LEVEL | | | |
| DRILLER Safety 4" FALL 30 | | HAMMER 0 FALL | | Date | Time | Depth | Remarks |
| SUPERVISOR D. Osuch | | DIRECTOR D. Howe | | 6/23/99 | 2 ¹⁵ PM | 5'5" | While Hand Augering |
| | | | | 6/24/99 | 7 ³⁰ A | 5.6' | Checked well |
| CASING DEPTH (Y&FT.) | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | | |
| | 0 | Hand Auger | Fill | 1 | Misc Fill, Sand, SILT, Gravel, Metal, wire, ETC | | |
| | | | | 2 | Same 4.0 | | |
| | 5 | | | 3 | Fill - M-F Gray Sand Tr SILT, Tr Gravel | | |
| | | 73-40 | | 4 | Same | | |
| | | 28-18 | 22" | 5 | Same 9.0 | | |
| | 10 | 4-4 | 22" | 5B | Black & Gray organic silty clay 10.0 | | |
| | | | | | Bottom of Boring | | |
| | 15 | | | | All Samples checked with PID Meter S# 1 5'-2' & S# 3 5'-5.5' Saved for Toxicity Remaining Samples Discarded | | |
| | 20 | | | | | | |
| | 25 | | | | Methanol Sol Bottle S# 1 C172 " " " S# 3 C173 | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used

RT AUTHORITY OF NY & NJ
Engineering Department - Materials Division

Installation Report

Sheet 2 of 4

| | | | | |
|----------------------------------|------------------------|---------------------|----------------------------|-----------------|
| WCT N - Metro Metals Site | | | CONTRACT NO. 426-99-006 | |
| Laid out in field as per Drawing | | | CONTRACTOR C1018 | |
| W-04 | WELL TYPE B Monitor | INSPECTOR D Howe | DRILLER D Osuch | DATE 6/23/99 |

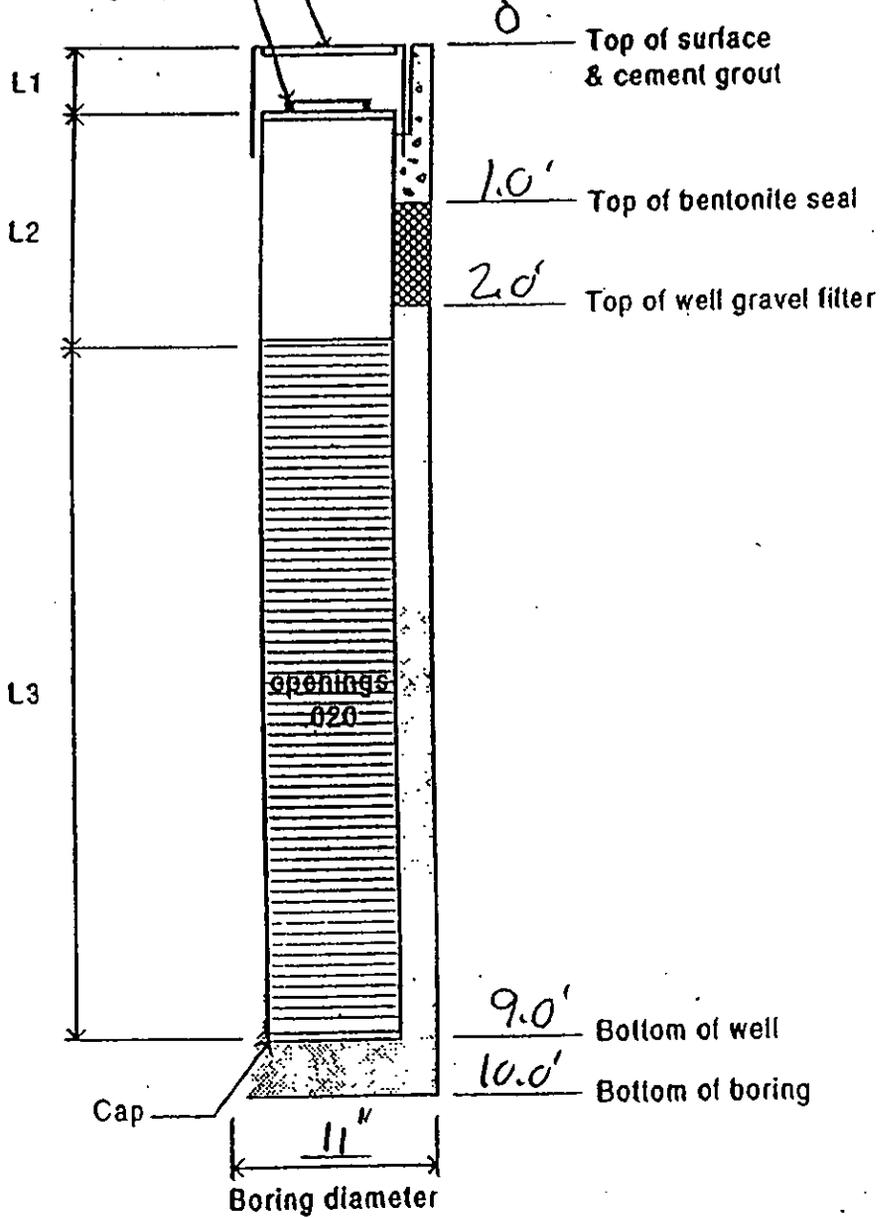
Development Report

(NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

| | | | |
|-------|--------------------------------|-------------------------------|-------------------------------|
| 24-99 | WATER LEVEL BEFORE <u>5.6'</u> | WATER LEVEL AFTER <u>5.8'</u> | TAKEN <u>15</u> MINUTES AFTER |
|-------|--------------------------------|-------------------------------|-------------------------------|

4" dia. PVC pipe w/ locking cap
 7" dia. Manhole cover

L1 = 0.3'
 L2 = 2.7'
 L3 = 6.0'



Hole Back filled 9.0'-10.0' with Bentonite

PORT AUTHORITY OF NY & NJ
Engineering Department - Materials Division

Well Installation Report

Sheet 2 of 4

| | | | | | |
|---|------------------------|----------------------|----------------------|----------------------------|--|
| PROJECT PN - Metro Metals Site | | | | CONTRACT NO. 426-99-006 | |
| LOCATION As laid out ± 130' So. of C-6 | | | | CONTRACTOR Craig | |
| WELL NO. MW-C5 | WELL TYPE A Monitor | INSPECTOR T. Ryan | DRILLER D. Orzech | DATE 6-24-99 | |

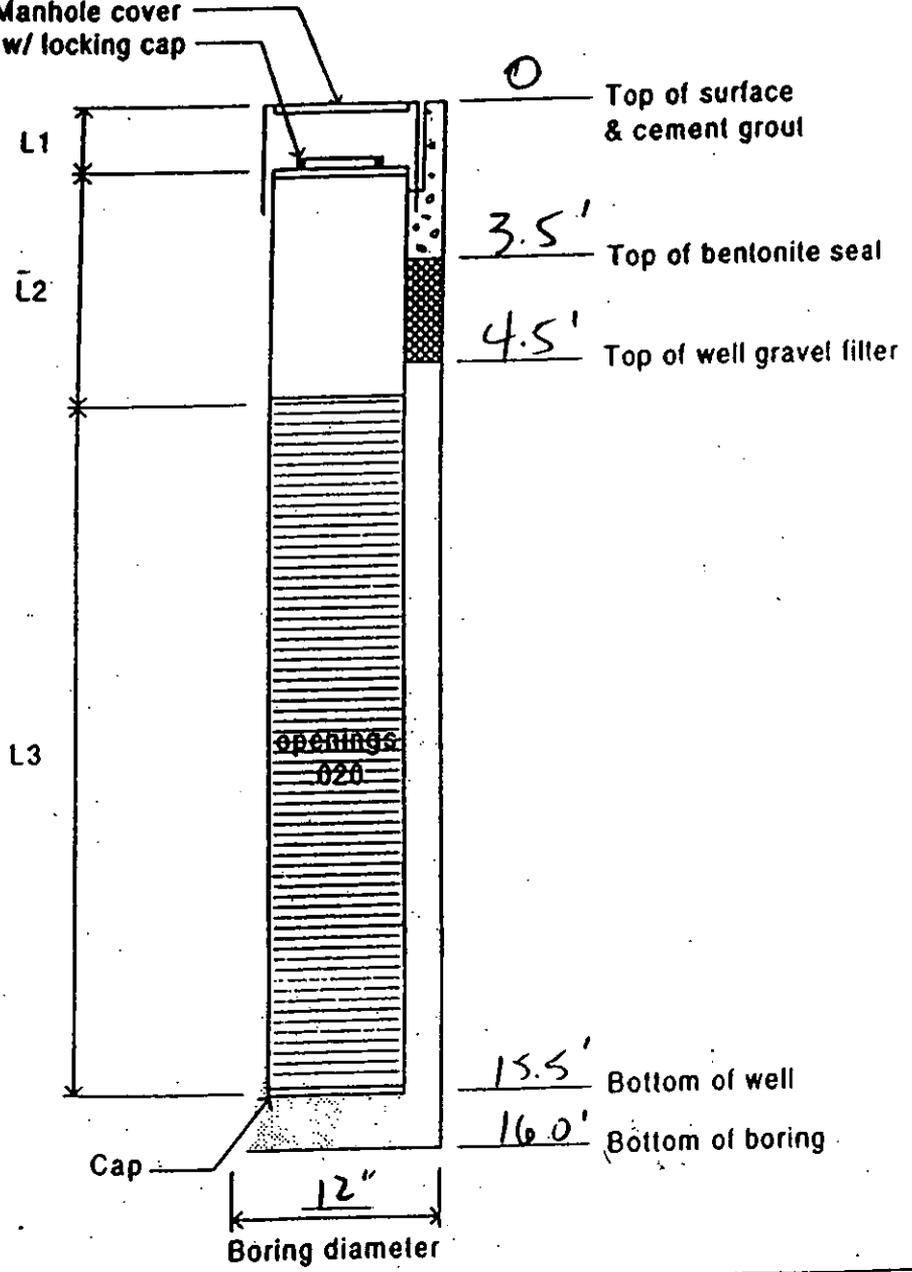
Well Development Report

(NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

| | | | | |
|-----------------|----------------------------|---------------------------|-------------|---------------|
| DATE 6-24-99 | WATER LEVEL BEFORE 8.5' | WATER LEVEL AFTER 8.5' | TAKEN 15 | MINUTES AFTER |
|-----------------|----------------------------|---------------------------|-------------|---------------|

7" dia. Manhole cover
4" dia. PVC pipe w/ locking cap

L1 = .3'
L2 = 5.2'
L3 = 10.0'



MARKS: Back filled w/ Best from 14' - 15.5'

THE PORT AUTHORITY OF N.Y & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 4 of 4

| | |
|--|--------------------------------|
| PROJECT: <i>PN-Metro Metals Site</i> | |
| LOCATION: <i>As laid out ± 180' So. of C-6</i> | DATE: <i>6-24-99</i> |
| BORING No: <i>MW-C5</i> | TOTAL No. OF SAMPLES: <i>2</i> |

SIGNATURE OF ALL

PRESENT AT SAMPLING

T. Ryan

| | | |
|--------------------------|---------------------|-----------|
| RELINQUISHED | DATE <i>6-24-99</i> | RECEIVED |
| BY (SIGN) <i>T. Ryan</i> | TIME | BY (SIGN) |

| | | |
|--------------|------|-----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY LAB |

REMARKS: *2 samples in 2-16 oz jars & 2 meth jars*

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

PA 547
6-90

SHEET 1 OF 3

| | | | |
|-------------------------------------|-----------------------------|----------------------|---------------|
| PROJECT PN - Metro Metals Site | NAME OF CONTRACTOR Craig | BORING NO. PA-CL6 | SURFACE ELEV. |
| LOCATION As laid out per drawing | CONTRACT NO. 426-99-006 | DATE 6-24-99 | |

| | | | | | | |
|---------------------------------|-----------------------|----------------|--------------------|------------|---------------|-------------------|
| SPONGE 3 - O.D. 2 3/8 - I.D. | CASING SIZE Augers | MOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER 140 # FALL 30" | HAMMER | # FALL | Date 6-24-99 | Time AM | Depth 8.5' | Remarks In S-5 |
| DRILLER D Oauch | | | | | | |
| INSPECTOR T. Ryan | | | | | | |

| CASING LOW/FT. | DEPTH | SPONGE BLOWS/FT. | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|----------------|-------|------------------|-----------|-----------|---|
| | 0 | Hand Auger | Full Rec | 1 | Fill - Bl C-F Sand, little cinders, lit Gr ALSO PICC - Metals, Sand, Wood 0.5' |
| | | | | 2 | More Fill - Metals, Sand, Wood. |
| | | | | 3 | Same |
| | 5 | | | 4 | Fill - Bl C-F Sand, lit Shells, lit Gr. t |
| | | 18-27 | 18" | 4 | Silt |
| | | 12-14 | | 5 | Same |
| | 10 | 14-17 | 17" | | |
| | | | | | Bottom of Boring |
| | | | | | Meth Bottle # C-138 was used for S-1 |
| | | | | | " " # C-136 was used for S-5 |
| | | | | | Note: Samples # 1 & 5 were saved for testing all other samples were screened w/ #1P & then discarded. |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used

THE PORT AUTHORITY OF N.Y & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: *PN - Metro Metals Site*

LOCATION: *As laid out per drawing*

DATE: *6-24-99*

BORING No: *PA - C6*

TOTAL No. OF SAMPLES: *2*

SIGNATURE OF ALL
PRESENT AT SAMPLING

T. Ryan

RELINQUISHED

DATE *6-24-99* RECEIVED

BY (SIGN)

T. Ryan

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS: *2 samples in 2-16oz jars & 2-meth jars*

PA 547
6-00

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3
SURFACE ELEV.

| | | | | | |
|--|-----------------------------|------------------------------------|------------------------|----------------------------|----------------------|
| PROJECT <i>PN - Metro Metal Site</i> | | NAME OF CONTRACTOR <i>Craig</i> | | BORING NO. <i>PA-C7</i> | SURFACE ELEV. |
| LOCATION <i>As laid out per drawing</i> | | CONTRACT NO. <i>426-99-006</i> | | DATE <i>6-24-99</i> | |
| SPOON <i>3</i> .O.D. <i>2 3/8</i> .I.D. | CASING SIZE <i>Auger</i> | HOLE TYPE <i>1</i> | | GROUND WATER LEVEL | |
| HAMMER <i>140</i> # FALL <i>30'</i> | HAMMER # FALL | | Date <i>6-24-99</i> | Time <i>PM</i> | Depth <i>8.5'</i> |
| DRILLER <i>D. Osuch</i> | | Remarks <i>In S-5</i> | | | |
| INSPECTOR <i>T. Ryan</i> | | | | | |

| CASING BLOWS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------|-------|----------------|-------------|-----------|---|
| | 0 | <i>Hard</i> | <i>Full</i> | 1 | <i>Fill - Rd m. F Sand, lit Gr. to Surf</i> |
| | | <i>Auger</i> | <i>Rec</i> | 2 | <i>Fill - Br C-F Sand, to Shells, to Gr.</i> |
| | | | | 3 | <i>Same</i> |
| | 5 | | | 4 | <i>Fill - Rd Br Sand & Gr, to Shells</i> |
| | | <i>7-12</i> | | | |
| | | <i>15-20</i> | <i>18"</i> | | |
| | | <i>15-17</i> | | | |
| | 10 | <i>20-20</i> | <i>20"</i> | 5 | <i>Same</i> |
| | | | | | <i>Bottom of Boring</i> |
| | | | | | <i>Meth Bottle = C-132 was used for S-1</i> |
| | | | | | <i>" " # C-141 was used for S-5</i> |
| | | | | | <i>Note: Samples # 1 & 5 were saved for testing. All other samples were screened w/ PID & then discarded.</i> |

NOTES: 1 - Length recovered; 0 - Loss of Sample, T - Trap used
2 - (I = unfluted; A = auger; OER = open end rod; V = vane

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | | | |
|--------------------------------------|--|---|--|----------------------------|--------------|
| PROJECT <i>Pt O Port's Fac</i> | | NAME OF CONTRACTOR <i>Craig Drilling</i> | | BORING NO. <i>BM-N6</i> | SHEET 1 OF 3 |
| DRAWN <i>Leadout by Pt Survey</i> | | CONTRACT NO. <i>426-99-006</i> | | SURFACE ELEV. | |
| DATE <i>10/2/00</i> | | GROUND WATER LEVEL | | | |

| | | | | | |
|--|-----------------------|-------------|----------------|------------|---------|
| CASING SIZE <i>1" O.D. Auger "L.O."</i> | HOLE TYPE <i>3</i> | Date | Time | Depth | Remarks |
| | | <i>10/2</i> | <i>8:10 AM</i> | <i>Dry</i> | |
| # FALL | # FALL | | | | |
| OPERATOR <i>P. Parvelli</i> <i>D. Howe</i> | | | | | |

| LOG DEPTH (S/FT.) | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|-------------------|-------|-------------------|-----------|-----------|--|------------|
| | 0 | <i>Hand Auger</i> | <i>FU</i> | | <i>Hyphae -</i> | <i>0.0</i> |
| | | | | <i>1</i> | <i>MISC FILL - Sand, clays, gravel, wood, silt, etc</i> | <i>4.8</i> |
| | | | | | <i>Bottom of Boring</i> | <i>15</i> |
| | 5 | | | | <i>All Soil checked with PID Meter</i> | |
| | | | | | <i>5# 1 Saved for Testing</i> | |
| | | | | | <i>Remaining Soil Discarded</i> | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN- 010 Port 75 Fac

LOCATION: Aslaid out by OA Survey

DATE: 10/2/00

DRILLING No: BH-146

TOTAL No. OF SAMPLES: 1 Soil

CHARACTER OF ALL

PRESENT AT SAMPLING

UNWITNESSED

DATE 10/2/00

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNWITNESSED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNWITNESSED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

Soil sample to 1-16oz jar

Cel

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|-------------------------------------|-----------------------------|----------------------------|--------------------------------------|
| PROJECT NAPOLANO SITE - BERTH 63 | NAME OF CONTRACTOR CRAIG | BORING NO. BH-NSD | SHEET / OF / / |
| LOCATION 5' South from BH-NSC | | CONTRACT NO. 426-99-007 | SURFACE ELEV. DATE 8/27/99 |

| | | | | | | |
|------------------------|---------------------|-------------------|--------------------|------|-------|---------|
| OPERATOR S. Burns | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
| NUMBER | HAMMER | # FALL | Date | Time | Depth | Remarks |
| SUPERVISOR M. Judah | | | | | | |

| SING INS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-----------------|-------|-------------------|--------------|--------------|--|
| 0 | 0 | Hand Auger | Full | - | Misc. fill |
| 5 | 5 | | | | Obstruction found AT ±2.6' Relocated Boring |
| 10 | 10 | | | | |
| 15 | 15 | | | | |
| 20 | 20 | | | | |
| 25 | 25 | | | | |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane

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PA 547
6-90

THE PORT AUTHORITY

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3
SURFACE ELEV.

| | | | |
|---|-----------------------------|----------------------|----------------|
| PROJECT IN - NAPORAND SITE - BERTH 63 | NAME OF CONTRACTOR CRAIG | BORING NO. 3H NSF | DATE 9-2-99 |
| LOCATION ± 24' NORTH-WEST OF THE ORIGINAL LOCATION | CONTRACT NO. 426-99-007 | GROUND WATER LEVEL | |

| | | | | | | |
|-----------------------------------|----------------------|-----------|--------|------|-------|------------|
| SPOON 3 .O.D. 2 1/8 .I.D. | CASING SIZE AUGER | HOLE TYPE | Date | Time | Depth | Remarks |
| HAMMER (SAFETY) 140 # FALL 30. | HAMMER # FALL | | 9-2-99 | PM | 7.0' | Sample # 4 |
| DRILLER D. DUSCH | | | | | | |
| INSPECTOR CARLOS L. PEREZ | | | | | | |

| CASING BLOWS/FT. | DEPTH | SPOON BLOWS/6" KOLLE BIT HAND AUGER | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------|-------|-------------------------------------|----------|-----------|--|
| AUGER | 0 | | | | ASPHALT |
| | | | 18" | 1 | MISC. FILL (TOOK ENVIRONMENTAL SAMPLE) CRUSHED ROCK, SAND, SILT |
| | | | 24" | 2 | MISC. FILL - CRUSHED ROCK, SAND, METALS |
| | 5 | | 24" | 3A | SAME AS ABOVE |
| | | | 24" | 3B | FILL - brown c-f SAND, little gravel, tr. silt |
| | | 8-10 | | | USED 3" SPOON. (TOOK ENVIRONMENTAL SAMPLE) |
| | | 17-16 | 20" | 4 | SAME AS ABOVE |
| | 10 | | | | BOTTOM OF BORING |
| | 15 | | | | |
| | 20 | | | | |
| | 25 | | | | |

NOTE: ALL SAMPLES WERE SCREENED USING THE MINI RAE. SAMPLES 1 & 4 WERE SAVED THE REMAINING SAMPLES WERE DISCARDED.

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 -

THE PORT AUTHORITY OF N.Y & N.J.
ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

| | |
|--|-------------------------|
| PROJECT: PN - NAPORANO SITE - BERTH 63 | |
| LOCATION: ± 24' NORTH. WEST OF THE ORIGINAL LOCATION | DATE: 9-2-99 |
| BORING No: BH NSF | TOTAL No. OF SAMPLES: 2 |

SIGNATURE OF ALL PRESENT AT SAMPLING

Cupor P. Perez

| | | |
|--------------|------|-----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY LAB |

REMARKS:

2 - 16oz JAR OF SOIL SAMPLE.

METH. BOTTLE:

SAMPLE # 1 → E271

SAMPLE # 4 → E267

LA 57
6-90

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|---|---|----------------------------|----------------------------|
| PROJECT PN - NAPORANO SITE - BERTH 63 | NAME OF CONTRACTOR CRAIG DRILLING | BORING NO. BH-N1 | SHEET 1 OF 3 |
| LOCATION Laid out in the field as per drawing | CONTRACT NO. 426-99-007 | DATE 8/25/99 | SURFACE ELEV. |

| | |
|--|--|
| SPOON 3" O.D. 2 3/8" I.D. CASING SIZE 1 1/2" Augers HOLE TYPE HAMMER | GROUND WATER LEVEL Date 8/25 Time AM Depth 5.0' Remarks found in S # 3 |
| DRILLER S. BURNS INSPECTOR M. Oudeh | |

| CASING DWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------------|-------|-------------------|--------------|--------------|--|
| | 0 | | | | Asphalt Pavement 0.3' |
| Hand Auger | | Hand Auger | Full | 1 A | Misc. Fill Sand, Metal, Gravel, Wood, Rubber, ETC. 1.9' |
| | | | | 2 | Fill grey m-f Sand, fr. gravel, fr. silt |
| | 5 | | | 3 A | Same |
| 1 1/2" Auger | | 1-0 | 22" | B | gray br silty clay, fr. fine sand 5.8' |
| | | 1-1 | | 4 | Same |
| | | 1-1 | 24" | 5 A | Same |
| | 10 | 3-3 | | B | FEAT 9.4' |
| | | | | | Bottom of boring 10.0' |
| | | | | | All samples were screened for VOC's with a PID the following samples were saved 0.5' - 1.5' saved 4' - 4.5' saved and the remaining were discarded. |
| | 15 | | | | |
| | 20 | | | | |
| | 25 | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used

THE PORT AUTHORITY OF N.Y & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN NAPORANO SITE - BERTH 63

LOCATION: Laid out in the field as per drawing DATE: 8/25/99

BORING No: BH-N 1 TOTAL No. OF SAMPLES: 2

SIGNATURE OF ALL PRESENT AT SAMPLING

[Signature]

| | | | | |
|--------------|--------------------|------|----------------|-----------|
| RELINQUISHED | <i>[Signature]</i> | DATE | <u>8/25/99</u> | RECEIVED |
| BY (SIGN) | | TIME | | BY (SIGN) |

| | | | | |
|--------------|--|------|--|-----------|
| RELINQUISHED | | DATE | | RECEIVED |
| BY (SIGN) | | TIME | | BY (SIGN) |

| | | | | |
|--------------|--|------|--|----------|
| RELINQUISHED | | DATE | | RECEIVED |
| BY (SIGN) | | TIME | | BY LAB |

REMARKS: 2 Samples taken in 2 one pt. JARS, ~~2~~ 2 WBS, AND
0.5'-1.5' Bottle # E146
4.0'-4.5' Bottle # E147

1. 547
6-80

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 4
SURFACE ELEV.

PROJECT: **PN - NAPOLANO SITE - BERTH 63** NAME OF CONTRACTOR: **CRAIG** BORING NO.: **MW-N2**

LOCATION: **Laid out in the field as per drawing** CONTRACT NO.: **426-99.007** DATE: **8/27/99**

SPOON: **3" O.D. 2 3/8" I.D. H.S. Aug. Type A #40**
HAMMER (Safety): **140# FALL 30. # FALL**
DRILLER: **S. BURNS**
SPECTOR: **M. OudeTT**

| GROUND WATER LEVEL | | | |
|--------------------|----------|-------|--------------|
| Date | Time | Depth | Remarks |
| 8/27 | 12:44 pm | 5.5' | Found in S#3 |

| CASING DEVS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-----------------|-------|----------------|----------|-----------|---|
| stand | 0 | Hand | full | 1 | Asphalt pavement 0.3' |
| up | | Auger | | 2 A | Misc. fill sandy wood, metal, etc |
| | | | | 2 B | same |
| | | | | 3 | fill grey m.f. sand, fr. gravel, tr. silt 3.5' |
| | 5 | | | 4 | same |
| | | 11-16 | 20" | | fill grey-br. ct sand, little gravel, tr. silt |
| Auger | | 14-16 | | | |
| | | 6-8 | 20" | 5 A | fill br. grey. f sand, little gravel, little silt 9.8' |
| | 10 | 8-8 | | 5 B | red-br. clayey silt, little fine sand |
| | | 2-2 | 18" | 6 A | same 11.2' |
| | | 2-2 | | 6 B | PEAT 13.0' |
| | | | | | Bottom of Boring |
| | 15 | | | | |
| | 20 | | | | |
| | 25 | | | | |

NOTE: All samples were screened for VOC'S WITH A PID. S#1 (0.5'-1.5') AND #3 (4.5'-5.0') WERE SAVED AND THE REMAINING WERE DISCARDED.

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used

PORT AUTHORITY OF NY & NJ
Engineering Department - Materials Division

Well Installation Report

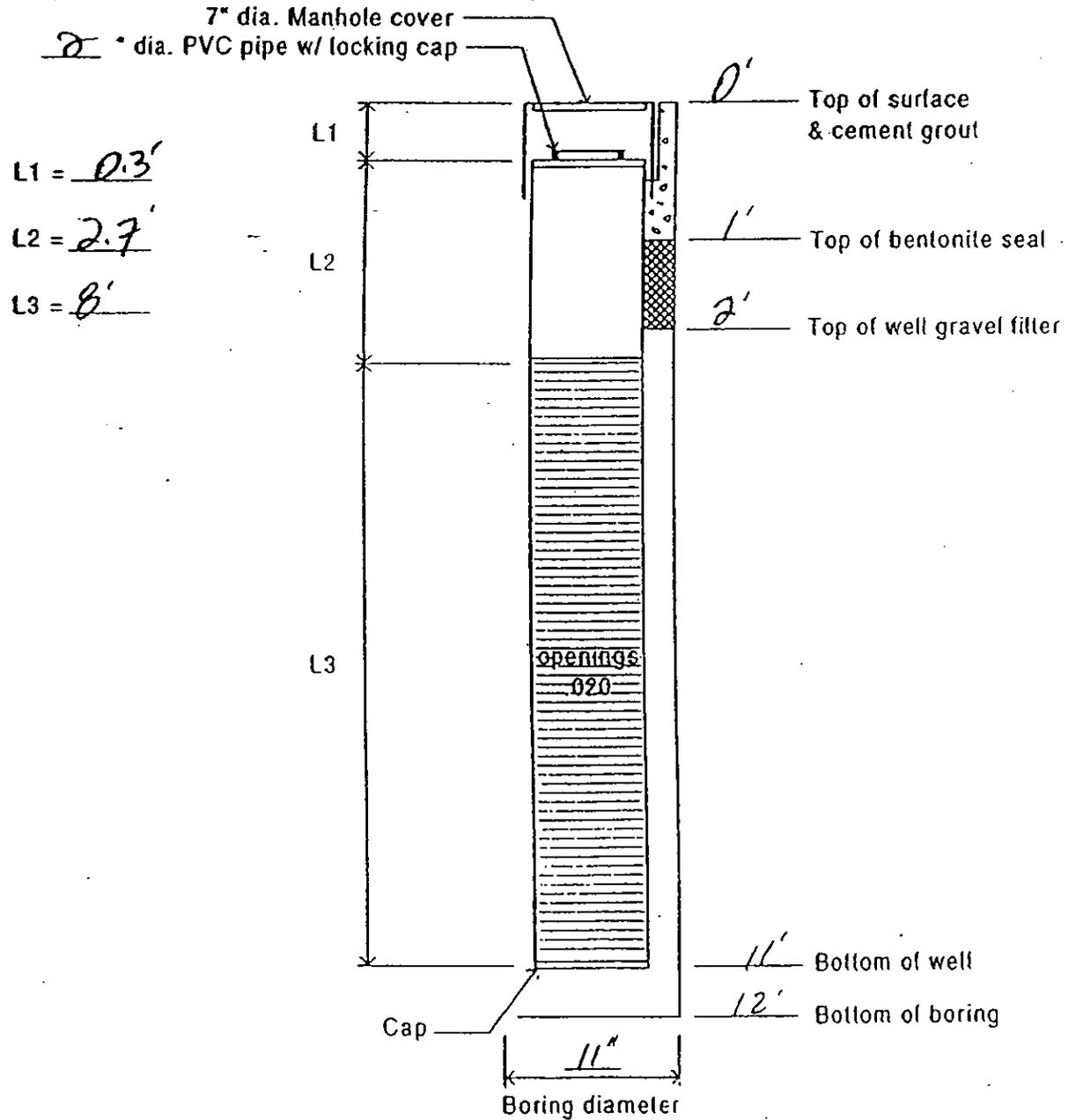
Sheet 2 of 4

| | | | |
|--|-------------------------------|----------------------------|----------------------|
| PROJECT PJ - NAPORANO SITE - BERTH 63 | | CONTRACT NO. 426-99-006 | |
| LOCATION Laid out in the field as per drawing | | CONTRACTOR CRAIG | |
| WELL NO. HW-N2 | WELL TYPE Type "A" Monitor | INSPECTOR M. DUDERH | DRILLER S. BUTENS |
| | | DATE 8/27/99 | |

Well Development Report

(NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

| | | | | |
|-----------------|----------------------------|---------------------------|-------------|---------------|
| DATE 8/27/99 | WATER LEVEL BEFORE 6.0' | WATER LEVEL AFTER 6.1' | TAKEN 60 | MINUTES AFTER |
|-----------------|----------------------------|---------------------------|-------------|---------------|



Backfilled 11' to 12' with bentonite

THE PORT AUTHORITY OF N.Y & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 4 of 4

| | |
|--|-------------------------|
| PROJECT: PN - NAPORAND SITE - Berth 63 | |
| LOCATION: laid out in the field as per drawing | DATE: 8/27/99 |
| BORING No: MW-N2 | TOTAL No. OF SAMPLES: 2 |

SIGNATURE OF ALL PRESENT AT SAMPLING

[Signature] Ohl

| | | |
|-------------------------------------|--------------|-----------|
| RELINQUISHED <i>[Signature]</i> Ohl | DATE 8/27/99 | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|-----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY LAB |

REMARKS: 2 Samples taken in 2 one pt. JARS

and 2 VOA's Also:

Bottle # E205 0.5' - 1.5'

Bottle # E203 4.5' - 5.0'

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: PW - Former Metro Metals

LOCATION: ± 1' east of PA-C6

DATE: 12/3/01

DRILLING No: PA-C6-E1

TOTAL No. OF SAMPLES: 4 + 1 Dup

SIGNATURE OF ALL

PERSONS PRESENT AT SAMPLING

T. Ryan

PERSONS DISMISSED

DATE 12/3/01 RECEIVED

(SIGN)

T. Ryan

TIME BY (SIGN)

PERSONS DISMISSED

DATE RECEIVED

(SIGN)

TIME BY (SIGN)

PERSONS DISMISSED

DATE RECEIVED

(SIGN)

TIME BY LAB

REMARKS: 4 samples in 4-16oz jars & 1-# Duplicate in 1 16oz jar
(S-2 Dup)

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: PN - Former Metro Metals

LOCATION: ± 5' East of PAC6

DATE: 12/5/01

DRILLING No: PAC6-EZ

TOTAL No. OF SAMPLES: 4

SIGNATURE OF ALL

PRESENT AT SAMPLING T. Rya

INQUIRED

DATE

RECEIVED

(SIGN)

T. Rya

TIME

BY (SIGN)

INQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

INQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4 16oz jars

THE PORT AUTHORITY OF NY & NJ

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|------------------------|
| PROJECT PN - Former Metro Metals | NAME OF CONTRACTOR Craig | BORING NO. PAC6-E3 | SURFACE ELEV. |
| LOCATION ± 10' East of PAC6 | | CONTRACT NO. 426-99-006 | DATE 12/7/01 |

| | | |
|------------------------------|--------------------|------------------------------|
| WELL NO. | CASING SIZE | HOLE TYPE H. Auger |
| WELL D.E. | WELL I.D. | WELL TYPE HAMMER |
| WELL F.F. | WELL F.F. | |
| OPERATOR Al. Dolar | | |
| INSPECTOR T. Lynn | | |

| GROUND WATER LEVEL | | | |
|--------------------|------|-------|----------|
| Date | Time | Depth | Remarks |
| 12/7/01 | | | No water |

| CASING WS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|---------------|-------|----------------|----------|-----------|--|
| 0 | 0 | | | | Misc fill - Curdus, sand, metal etc |
| | | | | | ASPHALT |
| | 2.5 | Hard Auger | Full | 1 | Misc fill - Curdus, gravel, Metal, Wood |
| | | ↓ | ↓ | 2 | Same |
| | | ↓ | ↓ | 3 | Same |
| | | ↓ | ↓ | 4 | Same |
| | 5.0 | | | | Bottom of Boring |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: PN - Former Metro Metals

LOCATION: ± 10' east of PA-C6 DATE: 12/7/01

TESTING No: PA-C6-E3 TOTAL No. OF SAMPLES: 4

SIGNATURE OF ALL

PERSONS PRESENT AT SAMPLING

T. Ryan

1. QUISHED

DATE 12/7/01

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

2. QUISHED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

3. QUISHED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16oz jars

THE PORT AUTHORITY OF NY & NJ

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Engineering Department Construction Division Materials Engineering Section BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|-------------------------|
| PROJECT PN - Former Metro Metals | NAME OF CONTRACTOR Craig | BORING NO. PAC6-E3A | SURFACE ELEV. |
| LOCATION 10' East of PAC6 (Same location as PAC6-E3) | | CONTRACT NO. 426-99-006 | DATE 12/11/01 |

| | | | | | | | |
|------------------------------|----------------------|--------------------------------------|------------------------------|-------------------------|------|-------|--|
| BOON 3 | O.D. 2 3/8 | I.D. Augers | HOLE TYPE H. Auger | GROUND WATER LEVEL | | | |
| DRILLER M. McErlan | | HAMMER 40 # FALL 30 # FALL | | Date 12/11/01 | Time | Depth | Remarks No water encountered |
| DIRECTOR T. Ryan | | | | | | | |

| CASING WS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------|-------|-------------------|-----------------|--------------|---|
| <i>augers</i> | 0 | | | | <i>For Soil Strata from 0'-4' See B.H. PAC6-E3</i> |
| ↓ | 2.5 | | | | |
| ↓ | 5.0 | <i>Hand Auger</i> | <i>Full Rn.</i> | | <i>4.0'</i> |
| ↓ | 7.5 | 8-10 | 6" | 1 | <i>Misc Fill - Sand, Gravel, Metal, Wood. (Shen & odor)</i> |
| <i>augers</i> | ↓ | 32-19 | 5" | 2 | <i>Fill - Bl C-F Sand. (fuel odor)</i> |
| | | | | | <i>Bottom of Boring</i> ↑ <i>2.5'</i> |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: PN - Former Metro Metals

LOCATION: 10' east of PAC6 / Same location as PAC6-53 DATE: 12/11/01

TESTING No: PAC6-E3A TOTAL No. OF SAMPLES: 2

NATURE OF ALL

SIGNATURE AT SAMPLING

T. Ryan

1. ACQUIRED

DATE 12/11/01

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

2. ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

3. ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

2 samples in 2-16 oz jars

THE PORT AUTHORITY OF NY & NJ

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|-------------------------|
| PROJECT <i>PN - Former Metro Metals</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>PAC6-E-4</i> | SURFACE ELEV. |
| LOCATION <i>20' East of PAC6</i> | | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/11/01</i> |
| DRILLER <i>M. McElean</i> | OPERATOR <i>T. Ryan</i> | GROUND WATER LEVEL | |
| CASING SIZE | HOLE TYPE <i>H. Auger</i> | | |
| WATER | HAMMER | <i>12/11/01</i> | |
| # FALL | # FALL | | <i>No water</i> |

| SING L | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------------|-------|-------------------|-----------------|-----------|---|
| <i>under head</i> | 0 | | | | <i>ASPHALT</i> |
| | | | | | <i>1.0'</i> |
| | | <i>Hand Auger</i> | <i>Full Rec</i> | | <i>Fill - Brk - Sand & Gravel</i> |
| | 2.5 | | | 1 | <i>Same</i> |
| | | | | 2 | <i>Same</i> |
| | | | | 3 | <i>Same</i> |
| | | | | 4 | <i>Same</i> |
| | | | | | <i>4.0'</i> |
| | 5.0 | | | | <i>Bottom of Boring</i> |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

OBJECT: *PN - Former Metro Metals*

LOCATION: *± 20' east of PAC6*

DATE: *12/11/01*

TESTING No: *PAC6-E.4*

TOTAL No. OF SAMPLES: *4*

NATURE OF ALL

EVENT AT SAMPLING

T. Ryan

ACCOMPLISHED

DATE *12/11/01* RECEIVED

(SIGN)

T. Ryan

TIME BY (SIGN)

ACCOMPLISHED

DATE RECEIVED

(SIGN)

TIME BY (SIGN)

ACCOMPLISHED

DATE RECEIVED

(SIGN)

TIME BY LAB

REMARKS: *4 samples in 4 16oz jars*

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BORING REPORT

| | | | |
|--|---|----------------------------------|----------------------------|
| PROJECT PN - Metro Metals | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-PA-C6 E5 | SHEET 1 OF 2 |
| LOCATION 40 East of BH-PA-C6 | CONTRACT NO. 426-99-006 | DATE 4/29/02 | SURFACE ELEV. |

| | | | | | | |
|---------------------------------|-----------------------------------|-----------------------|--------------------|-------------------------|------------|----------------------------|
| ROOPE 3 | CASING SIZE 2 3/8" I.D. | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| DRILLER 140 # FALL 30 | HAMMER AVG | # FALL | Date | Time | Depth | Remarks |
| A Kites | | | 4/29/02 | 2^{PM} | 0.5 | in Asphalt Millings |
| D Howe | | | 4/29/02 | 2⁵⁵ P | 9.5 | Groundwater S#5 |

| USING WS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------|-------|----------------|-----------|----------------|---|
| Hand | 0 | Hand Auger | F4 | | Asphalt Millings |
| ↓ | | ↓ | ↓ | | |
| ↓ | | tapped spinn | 10' | 1 | Misc Fill - Gravelly Sand, Gravel, Asphalt, etc |
| ↓ | | ↓ | ↓ | 2 | Misc Fill - Sand, Gravel, Gravelly Metal, etc |
| ↓ | | ↓ | ↓ | 3 ^A | Same |
| ↓ | 5 | ↓ | ↓ | 3 ^B | Fill - M-F Gray Brown Sand, F. Gravel, S.S. etc |
| ↓ | | 10-14 | | | |
| ↓ | | 21-30 | 18" | 4 | Same |
| ↓ | | 8-9 | | | |
| ↓ | 10 | 14-14 | 16" | 5 | Same |
| | | | | | Bottom of Boring |
| | 15 | | | | All Samples checked with PID Meter S# 1, 2 & 5 (9.0-9.5) Sand Testing & checked for TPH in field Remaining Samples Discarded |
| | 20 | | | | |
| | 25 | | | | |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF NY & NJ

Engineering Department
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BORING REPORT

| | | | | | |
|-----------------------------------|------------------------------------|--------------------------------------|--------------------|--------------------------|--------------------|
| PROJECT N- Metro Metals | | NAME OF CONTRACTOR Craig Drilling | | BORING NO. BH-PAC6 E6 | SHEET OF 2 |
| LOCATION ± 30' East of BH PAC6 | | CONTRACT NO. 426-99-006 | | DATE 4/30/02 | SURFACE ELEV. |
| POON 3 | CASING SIZE "O.D. 2 3/8 "I.D. 2 | HOLE TYPE 1 | GROUND WATER LEVEL | | |
| MEASUREMENT 14 | HAMMER AVT0 | # FALL 30 | Date | Time | Depth |
| INSPECTOR D Cooke | | 4/30 | | 8 | 18 |
| D Howe | | 4/30 | | 9 ¹⁵ | 9.5 |
| | | | | | Remarks |
| | | | | | in Asphalt Milling |
| | | | | | Groundwater 3' 5" |

| DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------|----------------|----------|-----------|---|
| 0 | Hand Auger | Foot | | Asphalt Milling |
| 1 | ↓ | ↓ | | 2.0 |
| Mellow | Typed spoon | 12" | 1 | Misc Fill - Sand, Asphalt, Bricks, wood, etc. |
| Iron | ↓ | 10' | 2 | Misc Fill - Gravel, Sand, Gravel, Metal, etc. |
| Auger | ↓ | 12" | 3 | Same |
| 5 | ↓ | 12" | 3 | Fill M-F Gray Brown Sand, Fr Gravel, Fr Silt |
| | 18-51 | | 4 | |
| | 69-64 | 13' | 4 | Misc Fill - Sand, Gravel, Metal, Silt, ER |
| | 24-29 | | 5 | |
| 10 | 32-40 | 14" | 5 | Same |
| | | | | Bottom of Boring |
| 15 | | | | |
| 20 | | | | |
| 25 | | | | |

All Samples checked with PID Meter
S# 1, 2 & 5 (9-95) saved for testing
& checked for TP HC in field by Chem Lab
Remaining Samps Discarded

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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BORING REPORT

| | | | |
|--|---|-----------------------------------|----------------------------|
| PROJECT PN - Metro Metals | NAME OF CONTRACTOR Craig Drilling | BORING NO. BN PA-667 | SHEET 1 OF 2 |
| LOCATION 10 East of Rth PA CG 55 SW of PA CG | | CONTRACT NO. 426-99-006 | SURFACE ELEV. |
| | | | DATE 4/30/02 |

| | | | | | | |
|---------------------------|---|---------------------------|--------------------|--------------|------------|-------------------------------------|
| SPOON B | CASING SIZE 3" O.D. 2 3/8" I.D. | HOLE TYPE Auger | GROUND WATER LEVEL | | | |
| NUMBER 140 | HAMMER # FALL 30 | # FALL | Date | Time | Depth | Remarks |
| DRILLER D Cooke | | | 4/30 | 9:40 | 1.0 | W Asphalt Millings |
| DIRECTOR D Howe | | | 4/30 | 10:30 | 9.0 | Ground water s[#] 5 |

| CASING DEPTH (SWS/FT.) | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------------|-------|----------------|-----------|-----------|--|
| Head | 0 | Head Auger | Full | | Asphalt Millings, Little M-F Brown Sand |
| ↓ | | ↓ | ↓ | | 20 |
| Head | | Tapped Spoon | 10' | 1 | Misc Fill - Sand, Gravel, Cinders, wires, Metal, ETC |
| ↓ | | ↓ | 12' | 2 | Same |
| ↓ | | ↓ | 18' | 3 | Same |
| ↓ | 5 | ↓ | 16-19 | 4 | Fill - M-F Gray Brown Sand, Tr Gravel, Tr Silt |
| ↓ | | ↓ | 25-23 | 4 | Same |
| ↓ | | ↓ | 14-16 | | |
| ↓ | 10 | ↓ | 16-18 | 5 | Same |
| | | | | | Bottom of Boring → |
| | 15 | | | | All Samples checked with PID Meter s [#] 1, 2 & 5 (8.5-9') saved for testing & checked for TP etc by chem lab in field Remaining same as saved |
| | 20 | | | | |
| | 25 | | | | |
| | 25 | | | | |

NOTES: 1 - Length recovered; 0' - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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BORING REPORT

| | | | | |
|----------------------|--|--------------------------------------|----------------------------|-----------------|
| - Pdc Parts Fac | | NAME OF CONTRACTOR Cragg Drilling | BORING NO. BK-N7 | SHEET 1 OF 3 |
| aid out by PA Survey | | | CONTRACT NO. 426-99-006 | SURFACE ELEV. |
| W.O.D. Auger - I.D. | | | | DATE 10/2/00 |

| | | | | | |
|-------------|----------------|--------------------|-------------------------------|-------|---------|
| CASING SIZE | HOLE TYPE L | GROUND WATER LEVEL | | | |
| | | Date | Time | Depth | Remarks |
| HAMMER | | 10/2 | 9 ¹⁵ _{AM} | Dry | |
| # FALL | # FALL | | | | |

| DEPTH (FT.) | SPoon BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------|----------------|----------|-----------|---|
| 0 | Hand Auger | Full | 1 | Misc Fill. - Gravel, Sand, Wood, Concrete, SIFERS 1/8" |
| | | | | Bottom of Boring |
| 5 | | | | All Soil checked with PID Meter |
| | | | | S#1 Sample for Test |
| | | | | Remaining Soil - Discarded |
| 10 | | | | |
| 15 | | | | |
| 20 | | | | |
| 25 | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - 1 on depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: *PN- Pdc Ports Fac*

LOCATION: *As laid out by PA Survey* | DATE: *10/2/00*

TESTING No: *BK-N7* | TOTAL No. OF SAMPLES: *1 Soil*

NATURE OF ALL
EVIDENCE AT SAMPLING

| ACCOMPLISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|------------------------|----------------|--------------------|
| <i>[Signature]</i> | <i>10/2/00</i> | |

| ACCOMPLISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|------------------------|------|--------------------|
| | | |

| ACCOMPLISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|------------------------|------|--------------------|
| | | |

REMARKS:
1 Soil Sample in 1 bag for

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|-------------------------------------|-----------------------------|----------------------|---------------|
| PROJECT JAPORANO SITE - BERTH 63 | NAME OF CONTRACTOR CEAIG | BORING NO. BH NSB | SHEET 1 OF 1 |
| LOCATION #11' East From BH NSA | CONTRACT NO. 426-99-007 | DATE 8/27/99 | SURFACE ELEV. |

| | | | | | | |
|--------------------------|----------------|----------------|--------------------|------|-------|---------|
| Casing *O.D. *I.D. | Casing Size | Hole Type | GROUND WATER LEVEL | | | |
| | | | Date | Time | Depth | Remarks |
| Blow # FALL | Blow # FALL | Blow # FALL | | | | |
| OPERATOR S. Burns | | | | | | |
| DIRECTOR M. Oudeh | | | | | | |

| DEPTH ↓ | SPONGE BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------|--------------------|--------------|--------------|---|
| 0 | Hand Auger | Full | | Misc. Fill grey sand, crushed rock, metal, etc |
| | | | | Bottom of Boring → 3.0' |
| 5 | | | | Note: Obstruction found at ±3.0', Relocated Boring Hole. |
| 10 | | | | |
| 15 | | | | |
| 20 | | | | |
| 25 | | | | |

NOTES: 1 - Length recovered; 0 - Loss of Sample, T - Trap used

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Engineering Department
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BORING REPORT

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| | | | |
|-------------------------------------|-----------------------------|----------------------|---------------|
| PROJECT NAPORANO SITE - BERTH 63 | NAME OF CONTRACTOR CRAIG | BORING NO. BH 15C | SHEET 1 OF 1 |
| LOCATION ± 5' south from BH-15B | CONTRACT NO. 426-99-007 | DATE 8/27/99 | SURFACE ELEV. |

| | | | | | |
|------------------------------|---------------------|--------------------|------|-------|---------|
| Casing Size "O.D." "I.D." | Hole Type HAMMER | GROUND WATER LEVEL | | | |
| | | Date | Time | Depth | Remarks |
| # FALL | # FALL | | | | |
| OPERATOR S. BURNS | | | | | |
| INSPECTOR M. OUDEH | | | | | |

| DEPTH FOOT | SPoon BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|---------------|-------------------|--------------|--------------|---|
| 0 | Hand Auger | Full ↓ | | 1/2 in. full grey-br Sand, crushed Rock, metal, etc. |
| 5 | | | | Bottom of BORING |
| 10 | | | | |
| 15 | | | | |
| 20 | | | | |
| 25 | | | | |

Note: Obstruction found at ± 3.5'
Relocated boring hole.

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|--|-----------------------------|----------------------------|----------------------------------|
| PROJECT N - NAPORANO SITE - BERTH 63 LAI D OUT IN TITE FIELD AS PER DWG. | NAME OF CONTRACTOR CRAIG | BORING NO. BH USA | SHEET 1 OF 1 |
| | | CONTRACT NO. 426-99-007 | SURFACE ELEV. DATE 8/25/99 |

| | | | | | | |
|-------------------------|-----------------------|---------------------|--------------------|------|-------|---------|
| CMM "O.D." "I.D." | CASING SIZE HAMMER | HOLE TYPE # FALL | GROUND WATER LEVEL | | | |
| | | | Date | Time | Depth | Remarks |
| OPERATOR S. Burns | | | | | | |
| SUPERVISOR M. Oudeh | | | | | | |

| DEPTH O.S/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------|-------|-------------------|--------------|--------------|---|
| 0 | | Hand Auger | Full | | Asphalt pavement |
| | | ↓ | ↓ | | Misc. fill Sand, Metal, chis & rock, wood |
| | | | | | 3' |
| 5 | | | | | Bottom of boring |
| | | | | | |
| 10 | | | | | |
| | | | | | |
| 15 | | | | | |
| | | | | | |
| 20 | | | | | |
| | | | | | |
| 25 | | | | | |

NOTE: Obstruction found at ± 3.1' relocated boring hole.

Length recovered: 0' - Loss of Sample, T - Trap used

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Engineering Department
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BORING REPORT

SHEET 1 OF 2

| | | | |
|--|---|-------------------------------|---------------|
| PROJECT PN - Metro Hotel | NAME OF CONTRACTOR Craig Drilling | BORING NO. B4PAC6E6 | SURFACE ELEV. |
| LOCATION 75' West of B4PAC6-E6 | CONTRACT NO. 42699-006 | DATE 4/30/02 | |

| | | | | | | |
|--|-----------------------------|-----------------------|--------------------|--------------|------------|----------------------------|
| SPOON 3 O.D. 2 3/4 I.D. | CASING SIZE Auger | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| | | | Date | Time | Depth | Remarks |
| NUMBER 140 # FALL 30 | HAMMER | # FALL | 4/30/02 | 11:40 | 1.0 | in Asphalt Millings |
| INSPECTOR D Cooke | | | 4/30 | 12:05 | 9.0 | groundwater 5' 5" |

| USING BLOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------------|-------|-------------------|--------------|--------------|---|
| Hand | 0 | Hand Auger | Full | | Asphalt Millings |
| 1 set ↓ | | | | | |
| Hollow | | Tepped Spoon | 11" | 1 | Misc Fill Asphalt, Gravel, Sand, wood, ETC |
| Tom | | | 10" | 2 | Same |
| Auger | 5 | | 14" | 3 | Same |
| | | 16-31 | | 4 | oil color |
| | | 31-36 | 18" | | Fill M-F Gray Brown Sand, IV Gravel, IV Silt |
| | | 8-10 | | 5 | |
| | 10 | 14-16 | 18" | | Same |
| | | | | | Bottom of Boring |
| | 15 | | | | All Samples checked with PID Meter |
| | | | | | S# 1, 2, 4 & 5 (8.5-9) saved for testing |
| | | | | | & checked for TPH w/field by chem lab |
| | | | | | Remainder of Sample Discarded |
| | 20 | | | | |
| | | | | | |
| | 25 | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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Engineering Department
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BORING REPORT

SHEET 1 OF 3

| | | | |
|---------------------------------------|------------------------------------|-----------------------------------|------------------------|
| PROJECT <i>Former Metro Metals</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>PA-C7-S-1</i> | SURFACE ELEV. |
| LOCATION <i>S. of PA-C7</i> | | CONTRACT NO. <i>424-99-006</i> | DATE <i>12/4/01</i> |

| NO. | O.D. | I.D. | CASING SIZE | HOLE TYPE <i>H. Auger</i> | GROUND WATER LEVEL | | | |
|------------------------------|------|------|-------------|------------------------------|--------------------|---------------|-------|-----------------|
| | | | | | Date | Time | Depth | Remarks |
| | | | | | <i>12/4/01</i> | <i>11:45A</i> | | <i>No water</i> |
| OPERATOR <i>A. Kidas</i> | | | | | | | | |
| SUPERVISOR <i>T. Ryan</i> | | | | | | | | |

| CASING DEPTH IN FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|---------------------------|-------|-------------------|------------------|--------------|---|-------------|
| | | | | | Start | End |
| | 0 | | | | <i>Misc - Cinders, Sand, Metal, Concrete</i> | <i>0.3'</i> |
| | | | | | <i>Asphalt</i> | <i>1.0'</i> |
| | | <i>Hand Auger</i> | <i>Full Rec.</i> | | <i>Misc Fill - Sand, Cinders, Gravel, Metal, Wood</i> | |
| | 2.5 | | | 1 | <i>Same</i> | |
| | | | | 2 | <i>Same</i> | <i>3.0'</i> |
| | | | | 3 | <i>Fill - Br M-F Sand, to silt, & G.</i> | |
| | | | | 4 | <i>Same</i> | <i>4.0'</i> |
| | 5.0 | | | | <i>Bottom of Boring</i> | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

OBJECT: *PA - Former Metro Metals*

LOCATION: *± 1' S of PA-C7* DATE: *12/4/01*

DRIVING No: *PA-C7* TOTAL No. OF SAMPLES: *4*

SIGNATURE OF ALL PRESENT AT SAMPLING

T. Ryan

| RECEIVED | DATE | BY (SIGN) |
|----------|----------------|----------------|
| RECEIVED | <i>12/4/01</i> | <i>T. Ryan</i> |
| RECEIVED | | |
| RECEIVED | | |
| RECEIVED | | |

REMARKS: *4 samples in 4 16oz jars*

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|-------------------------------------|-----------------------------|----------------------------|-----------------|
| PROJECT A) - Former Metro Metals | NAME OF CONTRACTOR Craig | BORING NO. PA-C7-E-1 | SURFACE ELEV. |
| LOCATION - 1' W. of PA-C7 | | CONTRACT NO. 426-99-006 | DATE 12/4/01 |

| | | | | | |
|------------------------------|----------------------|--------------------|--------|-------|----------------------|
| Casing Size "O.D." "I.D." | Hole Type H Auger | GROUND WATER LEVEL | | | |
| | | Date | Time | Depth | Remarks |
| HAMMER | | 12/4/01 | 8:05 A | | No water encountered |
| # FALL | # FALL | | | | |

OPERATOR: Alan Kider
DIRECTOR: T. Ryan

| DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|---------------------|----------|-----------|--|
| 0 | | | | MISC. FILL - Br Silt, Sand, METAL, WOOD |
| | | | | ASPHALT |
| | Had Auger Full Rec. | | | Min Fill - Sand, Gravel, Wood, Metal, Enders |
| 2.5 | | | 1 | Same |
| | | | 2 | Same |
| | | | 3 | Fill - Br M-F Sand, to Silt, to Gr. |
| | | | 4 | Same |
| 5.0 | | | | Bottom of Boring |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

Sheet 3 of 3

OBJECT: PN - Metro Metals (Former)

LOCATION: ± 1' ~~W~~ E of PA-C7

DATE: 12/4/01

WING No: PA-C7 - ~~101~~ E1

TOTAL No. OF SAMPLES: 4

NATURE OF ALL

SENT AT SAMPLING

T. Ryan

ACQUIRED

DATE 12/4/01

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4 16 oz jars

THE PORT AUTHORITY OF NY & NJ

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|------------------------------------|-----------------------------|-------------------------|---------------|
| PROJECT U - Former Metro Metals | NAME OF CONTRACTOR Crang | BORING NO. PA-C7-W-1 | SURFACE ELEV. |
| LOCATION 1' W. of PA-C7 | CONTRACT NO. 426-99-006 | DATE 12/4/01 | |

| | | | | | | |
|-----------------------|----------------------|-----------|--------------------|-------|-------|----------------------|
| IN "O.D. | CASING SIZE "I.O. | HOLE TYPE | GROUND WATER LEVEL | | | |
| HAMMER # FALL | HAMMER # FALL | | Date | Time | Depth | Remarks |
| | | | 12/4/01 | 9:15A | | No water encountered |
| OPERATOR A. Kidas | | | | | | |
| SUPERVISOR T. Ryan | | | | | | |

| BORING DEPTH (DWS/FT.) | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|------------------------|-------|----------------|-----------|-----------|--|
| 0 | 0 | | | | Misc fill - Silt, Gr, Metal, Wood, Concrete, Curbs 0.5' |
| | | | | | Asphalt 1.0' |
| | | Hard Auger | | | Misc fill - Silt, Sand, Gr, Concrete, Core |
| 2.5 | 2.5 | Hard Auger | Full Rec. | 1 | Same |
| | | | | 2 | Same 3.0' |
| | | | | 3 | Fill - Br M-F Sand, to Silt, to Gr. |
| | | | | 4 | Same 4.0' |
| 5.0 | 5.0 | | | | Bottom of Boring |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: *PN - Former Metro Metals*

LOCATION: *± 1W of PA-C7* DATE: *12/4/01*

RING No: *PA-C7 W-1* TOTAL No. OF SAMPLES: *4*

NATURE OF ALL
EVENT AT SAMPLING *T. Ryan*

| ACQUIRED | DATE | RECEIVED |
|----------------|------|-----------|
| <i>T. Ryan</i> | | |
| ACQUIRED | DATE | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |
| ACQUIRED | DATE | RECEIVED |
| (SIGN) | TIME | BY (SIGN) |
| ACQUIRED | DATE | RECEIVED |
| (SIGN) | TIME | BY LAB |

REMARKS: *4 samples in 4-16oz jars*

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section
BORING REPORT

| | | | |
|---------------------------------------|------------------------------------|-----------------------------------|----------------------------|
| PROJECT Former Metro Metals | NAME OF CONTRACTOR Craig | BORING NO. BH-MW-N1-N1 | SHEET 1 OF 3 |
| LOCATION ± 1' No. of MW-N1 | | CONTRACT NO. 426-99-006 | SURFACE ELEV. |
| | | | DATE 12/4/01 |

| | | | | | | |
|-----------------------------|-------------|------------------------------|--------------------|--------------|-------------|--|
| BOON | CASING SIZE | HOLE TYPE H. Auger | GROUND WATER LEVEL | | | |
| "O.D." | "I.D." | | Date | Time | Depth | Remarks |
| MER | HAMMER | | 12/4/01 | 1:55p | 1.0' | Perched, seeping under pavement |
| # FALL | # FALL | | | | | |
| OPERATOR A. Kidas | | | | | | |
| INSPECTOR T. Ryan | | | | | | |

| DEPTH | SPOON BLOWS/6" | RE-COVD | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|-------------------|-----------------|-----------|---|
| 0 | | | | ASPHALT 0.9' |
| | Hand Auger | Full Rec | | Fill - Br M - F Sand, lit Gravel. |
| | | | | Same |
| 2.5 | | | 1 | Fill - Br M - F Sand, to Silt |
| | | | 2 | Same |
| | | | 3 | Same |
| | | | 4 | Same |
| 5.0 | | | | Bottom of Boring 4.0' |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y & N.J.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

Sheet 3 of 3

SUBJECT: PN - Former Metro Metals

LOCATION: ± 1' North of MW-N1

DATE: 12/4/01

DRILLING No: BH-MW-N1-N1

TOTAL No. OF SAMPLES: 4

NATURE OF ALL

EVENT AT SAMPLING

T. Ryan

ACQUIRED

DATE 12/4/01 **RECEIVED**

(SIGN)

T. Ryan

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16oz jars

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|-------------------------------------|-----------------------------|----------------------------|-----------------|
| PROJECT 11 - Former Metro Metals | NAME OF CONTRACTOR Crags | BORING NO. BH- MW-N1-W1 | SURFACE ELEV. |
| LOCATION 1' W of MW-N1 | | CONTRACT NO. 426-99-006 | DATE 12/4/01 |

| | | | | | |
|------------------------------|----------------------|--------------------|----------|-------|--|
| CASING SIZE "O.D." "I.D." | HOLE TYPE H Auger | GROUND WATER LEVEL | | | |
| | | Date | Time | Depth | Remarks |
| HAMMER # FALL | # FALL | 12/4/01 | 12:15 P. | 1.0' | Perched water seeping in under pavement. |
| OPERATOR A. Kidas | | | | | |
| DIRECTOR T. Ryan | | | | | |

| DEPTH "S/FT. | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-----------------|-------------------|--------------|--------------|--|
| 0 | | | | Asphalt 0.9' |
| | | | | Fill - Br M - F Sand, lit G. |
| | Hard Auger | Full Rec | | Fill - Br M - F Sand, to Silt |
| 2.5 | | | 1 | Same |
| | | | 2 | Same |
| | | | 3 | Same |
| | | | 4 | Same |
| 5.0 | | | | Bottom of Boring 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: PN - Former Metro Metals

LOCATION: ± 1' West of MW-N1

DATE: 12/4/01

RING No: BH MW-N1-W1

TOTAL No. OF SAMPLES: 4

NATURE OF ALL

EVENT AT SAMPLING

T. Ryan

ACQUIRED

DATE 12/4/01

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16oz jars

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section
BORING REPORT

SHEET 1 OF 3

| | | | |
|-------------------------------------|-----------------------------|----------------------------|-----------------|
| PROJECT A1 - Former Metro Metals | NAME OF CONTRACTOR Crang | BORING NO. BH-MW-N1-S-1 | SURFACE ELEV. |
| LOCATION ± 1' South of MW-N1 | | CONTRACT NO. 426-99-006 | DATE 12/4/01 |

| | | | | | | | |
|---------------------|---------------------|-------------|-----------------------|--------------------|--------|-------|---------------------------------|
| DRILLER A. Kidos | OPERATOR T. Ryan | CASING SIZE | HOLE TYPE H. Auger | GROUND WATER LEVEL | | | |
| "O.D." | "I.D." | HAMMER | # FALL | Date | Time | Depth | Remarks |
| | | | | 12/4/01 | 2:25 P | 1.0' | Perched, seeping under pavement |

| DEPTH | SPoon BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|----------------|----------|-----------|--|
| 0 | | | | ASPHALT 0.9' |
| | Hand Auger | Full Rec | | Fill - B ₁ M-F Sand, lit Gravel |
| | ↓ | ↓ | | Same |
| 2.5 | | | 1 | Fill - B ₁ M-F Sand |
| | | | 2 | Same |
| | | | 3 | Same |
| | | | 4 | Same |
| 5.0 | | | | Bottom of Boring 4.0' |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

Sheet 3 of 3

OBJECT: PN - Former Metro Metals
LOCATION: ± 1' South of MW-N1 **DATE:** 12/4/01
RING No: BH-MW N1-S1 **TOTAL No. OF SAMPLES:** 4

NATURE OF ALL

EVENT AT SAMPLING

T. Ryan

| ACQUIRED | DATE | RECEIVED |
|----------------|---------|-----------|
| <i>T. Ryan</i> | 12/4/01 | |
| (SIGN) | TIME | BY (SIGN) |
| | | |
| ACQUIRED | DATE | RECEIVED |
| | | |
| (SIGN) | TIME | BY (SIGN) |
| | | |
| ACQUIRED | DATE | RECEIVED |
| | | |
| (SIGN) | TIME | BY LAB |
| | | |

REMARKS:

4 samples in 4-16oz jars

THE PORT AUTHORITY OF NY & NJ

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Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|--------------------------------------|------------------------------|
| PROJECT N- Former Metro Metals | NAME OF CONTRACTOR Crang | BORING NO. S. H. - MWNI-E1 | SURFACE ELEV. |
| LOCATION 1'E of MWNI | | CONTRACT NO. 426-99-006 | DATE 12/4/01 |
| DIAMETER "O.D. "I.D. | CASING SIZE | HOLE TYPE H. Auger | |
| METHOD # FALL # FALL | | GROUND WATER LEVEL | |
| OPERATOR A. Kidas | | Date | Time |
| SUPERVISOR T. Ryan | | 12/4/01 | 1:25P |
| | | Depth | Remarks |
| | | 1.0' | Perched water under pavement |

| SING #/S.FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------|-------|----------------|-----------|-----------|--|
| 1 | 0 | Hand Auger | Full Rec. | | ASPHALT 0.9' |
| | | | | | Fill - Br M-F Sand, lit Gr |
| | | | | | Same |
| | 2.5 | | | 1 | Fill - Br M-F Sand, to Silt |
| | | | | 2 | Same |
| | | | | 3 | Same |
| | | | | 4 | Same |
| | 5.0 | | | | Bottom of Boring 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT MATERIALS ENGINEERING DIVISION CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

OBJECT: *PN - Former Metro Metals*

LOCATION: *± 1' E. of MWNI-*

DATE: *12/4/01*

RING No: *BH-MWNI-E1*

TOTAL No. OF SAMPLES: *4*

NATURE OF ALL

EVENT AT SAMPLING

T. Ryan

ACQUISISHED

DATE *12/4/01*

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

ACQUISISHED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUISISHED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16 oz jars

THE PORT AUTHORITY OF NY & NJ

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|---|-----------------------------|--------------------------|---|
| PROJECT LOCATION N - Former Metro Metals ± 1' North of MWCS | NAME OF CONTRACTOR Craig | BORING NO. BH-MWCS-N1 | SURFACE ELEV. _____ DATE 12/5/01 |
| CONTRACT NO. 426-99-006 | | | |

| | | | | | | | |
|--------------------------|-----------------------|----------------------|-----------------------|--------------------|---------------|----------------|---------------------|
| OPERATOR A. Kidas | SUPERVISOR T. Ryan | CASING SIZE _____ | HOLE TYPE H. Auger | GROUND WATER LEVEL | | | |
| NUMBER OF FALLS _____ | | HAMMER _____ | | Date 12/5/01 | Time _____ | Depth _____ | Remarks No water |

| DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|----------------|--------------|--------------|--|
| 0 | | | | Misc fill - Ashes, Sand |
| | | | | Asphalt |
| | Hard Auger | Full Rec. | | Misc fill - Ashes, Sand, Gravel, Glass, Wood |
| 2.5 | | | 1 | Same |
| | | | 2 | Same |
| | | | 3 | Fill - Br M-F Sand, lit Gravel, to silt |
| | | | 4 | Same |
| 5.0 | | | | Bottom of Boring ↗ 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: PW - Former Metro Metals

LOCATION: ± 1' North of MWCS DATE: 12/5/01

TESTING No: BH-MWCS-N1 TOTAL No. OF SAMPLES: 4

NATURE OF ALL

EVENT AT SAMPLING

T. Ryan

INQUIRED

DATE 12/5/01 RECEIVED

(SIGN)

T. Ryan

TIME BY (SIGN)

INQUIRED

DATE RECEIVED

(SIGN)

TIME BY (SIGN)

INQUIRED

DATE RECEIVED

(SIGN)

TIME BY LAB

REMARKS:

4 samples in 4 16 oz jars

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Engineering Department
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Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|---------------------------------|---------------|
| PROJECT <i>PN - Former Metro Metals</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>BH-MWES-W1</i> | SURFACE ELEV. |
| LOCATION <i>± 1' West of MW-C5</i> | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/5/01</i> | |

| | | | | | | |
|----------------------------|-------------|------------------------------|--------------------|------|-------|-----------------|
| BOON | CASING SIZE | HOLE TYPE <i>H. Auger</i> | GROUND WATER LEVEL | | | |
| "O.D. | "I.D. | | Date | Time | Depth | Remarks |
| HAMMER | | HAMMER | <i>12/5/01</i> | | | <i>No water</i> |
| # FALL | | # FALL | | | | |
| DRILLER <i>A. Kidas</i> | | | | | | |
| SPECTOR <i>T. Ryan</i> | | | | | | |

| CASING DOWNS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|---------------------|-------|-------------------|--------------|--------------|--|
| | 0 | | | | <i>Misc fill - Sand, Gravel, Cinders, Wood, Core</i> 0.4' |
| | | | | | <i>ASPHALT</i> 1.1' |
| | | <i>H. Auger</i> | <i>Full</i> | | <i>Misc fill - Cinders, Sand, Gravel, Wood etc</i> |
| | | ↓ | ↓ | | |
| | 2.5 | <i>Hand Auger</i> | <i>Full</i> | 1 | <i>Same</i> |
| | | ↓ | ↓ | 2 | <i>Fill - Rd Br M-F Sand, Red Gravel, to Silt</i> |
| | | ↓ | ↓ | 3 | <i>Fill - Rd Br M-F Sand, to Silt, to Gr</i> |
| | | ↓ | ↓ | 4 | <i>Same</i> |
| | 5.0 | | | | <i>Bottom of Boring</i> 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|------------------------|
| PROJECT <i>PN - former Metro Metals</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>BH-MWCS-51</i> | SURFACE ELEV. |
| LOCATION <i>± 1' South of MWCS</i> | | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/5/01</i> |

| | | | | | | |
|-----------------------------|-------------|-----------------------------|--------------------|------|-------|-----------------|
| ION | CASING SIZE | HOLE TYPE <i>H Auger</i> | GROUND WATER LEVEL | | | |
| "O.D. | "I.D. | | Date | Time | Depth | Remarks |
| HAMMER | | HAMMER | <i>12/5/01</i> | | | <i>No water</i> |
| # FALL | | # FALL | | | | |
| OPERATOR <i>A. Kidas</i> | | | | | | |
| DIRECTOR <i>T. Ryan</i> | | | | | | |

| CASING NO./WS./FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-----------------------|-------|-------------------|--------------|--------------|---|
| | 0 | | | | after fill - contains sand, silt, metal 0.4' |
| | | | | | <i>ASPHALT</i> 1.2' |
| | | <i>Hand Auger</i> | <i>full</i> | | <i>Min fill - Cinders, Gr, Sand, Glass, metal etc</i> |
| | 2.5 | | | 1 | <i>Sample</i> |
| | | | | 2 | <i>Same</i> |
| | | | | 3 | <i>fill - for m - f sand, to silt</i> |
| | | | | 4 | |
| | 5.0 | | | | <i>Bottom of Boring</i> 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: PN - Former Metro Metals
LOCATION: ± 1' South of MWCS | DATE: 12/5/01
SAMPLING No: BH-MWCS-S1 | TOTAL No. OF SAMPLES: 4

NATURE OF ALL

EVENT AT SAMPLING T. Ryan

ACCOMPLISHED T. Ryan DATE 12/5/01 RECEIVED
BY (SIGN) _____ TIME _____ BY (SIGN) _____

ACCOMPLISHED _____ DATE _____ RECEIVED
BY (SIGN) _____ TIME _____ BY (SIGN) _____

ACCOMPLISHED _____ DATE _____ RECEIVED
BY (SIGN) _____ TIME _____ BY LAB _____

REMARKS: 4 samples in 4-16oz jars

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Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|------------------------|
| PROJECT PN - Former Metro Metals | NAME OF CONTRACTOR Craig | BORING NO. BH-MWCS-E1 | SURFACE ELEV. |
| LOCATION ± 1' East of MW-C5 | | CONTRACT NO. 426-99-006 | DATE 12/5/01 |

| | | | | | | |
|-----------------------------|-------------|------------------------------|--------------------|------|-------|-----------------|
| NO. | CASING SIZE | HOLE TYPE H. Auger | GROUND WATER LEVEL | | | |
| | "O.D." | "I.O." | Date | Time | Depth | Remarks |
| DRIVER | HAMMER | | 12/5/01 | | | No water |
| # FALL | # FALL | | | | | |
| OPERATOR A. Kidas | | | | | | |
| DIRECTOR T. Ryan | | | | | | |

| CASING NO./FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|----------------|-------|-------------------|-----------------|-----------|---|
| | 0 | | | | mic fill - sand, cinders, wood, metal 0.5' |
| | | | | | Asphalt 1.0' |
| | | Hand Auger | Full Rec | | mic fill - sand, cinders, metal, wood |
| | 2.5 | | | 1 | Same |
| | | | | 2 | Same |
| | | | | 3 | fill - Rd Br M-F Sand, to silt |
| | | | | 4 | Same |
| | 5.0 | | | | Bottom of Boring 4.0' |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

OBJECT: *PN - Former Metro Metals*

LOCATION: *± 1' East of MWCS*

DATE: *12/5/01*

RING No: *BH-MWCS-E1*

TOTAL No. OF SAMPLES: *4*

NATURE OF ALL

EVENT AT SAMPLING

T. Rya

ACQUIRED

DATE: *12/5/01*

RECEIVED

(SIGN)

T. Rya

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16oz jars

THE PORT AUTHORITY OF NY & NJ
 Engineering Department
 Construction Division
 Materials Engineering Section
BORING REPORT

| | | | | | | | |
|-------------------------------------|--|----------------------------|--|----------------------------|------|--------------------|---------|
| PROJECT Newark Metro Metals Site | | NAME OF CONTRACTOR Cray | | BORING NO. BH-PAC6 E-89 | | SHEET 1 OF 3 | |
| LOCATION ±600' E of BHPAGE 7 | | CONTRACT NO. 426-99-006 | | DATE 5/16/02 | | SURFACE ELEV. | |
| C.O.D. 2 3/8 " I.D. Auger | | CASING SIZE Auger | | HOLE TYPE I | | GROUND WATER LEVEL | |
| METER AUTO | | HAMMER | | Date | Time | Depth | Remarks |
| # FALL 30 | | # FALL | | 5/16/02 | AM | ±9.0' | In S-4 |
| DIRECTOR D. Cooke | | SUPERVISOR H. Koss | | | | | |

| DEPTH | SPoon BLOWS/6" | RE- COY'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|----------------|-----------|-----------|---|
| 0 | | | | FILL: Crushed Asphalt |
| 3.0 | Hand Auger | Full | | |
| 4.0 | | | 1 | Crushed Gravel, various metal scrap FILL |
| 5.0 | | | 2 | Brown c-f SAND, little of Gravel, tr. Silt |
| 24.20 | | 24 | 3 | SAME, tr. shell frags |
| 22.22 | | | | |
| 7.10 | | 22 | 4 | Brown c-f SAND, little Silt, little c-f Gravel |
| 12.12 | | | | (± 8.5' - 9.0' Saved) |
| 100' | | | | Bottom of boring |

*All Samples Checked w/ PID Meter
 Samples 2 & 3 NOT Saved
 In S-4, ± 8.5' - 9.0' Saved

NOTES: 1 — Length recovered; 0* — Loss of Sample, T — Trap used
 2 — U = undisturbed; A = auger; OER = open end rod; V = vane
 3 — Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: Port Newark Metro Metals Site

LOCATION: ± 60.0' E of BH-PA-C-6 E-7

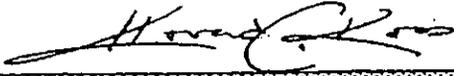
DATE: 5/16/02

DRILLING No: BH-PA-C-6 E-09

TOTAL No. OF SAMPLES: 2 soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

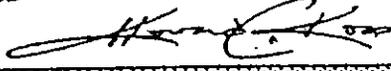


ACQUISHED

DATE 5/16/02

RECEIVED

BY (SIGN)



TIME 3 PM

BY (SIGN)

ACQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

ACQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

2 Soil Samples in 1 bag for each

THE PORT AUTHORITY OF NY & NJ

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Engineering Department Construction Division Materials Engineering Section BORING REPORT

| | | | |
|-------------------------------------|----------------------------|----------------------------|---------------|
| PROJECT Newark Metro Metals Site | NAME OF CONTRACTOR Crug | BORING NO. BHPAC6 E-#10 | SHEET 1 OF 3 |
| LOCATION 40.0' E of BHPAC6 E-B | | CONTRACT NO. 426-99-006 | SURFACE ELEV. |
| DATE 5/16/02 | GROUND WATER LEVEL | | |
| DATE | TIME | DEPTH | REMARKS |
| 5/16/02 | AM | ± 9.0' | In S-5 |
| OPERATOR D. Cooke | | | |
| SUPERVISOR H. Koss | | | |

| DEPTH S/FT. | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--|-------------------|--------------|--------------|--|---------------------------|
| | | | | REMARKS | DEPTH |
| 0 | Hand Auger | FULL | | FILL - Crushed Asphalt | |
| 1 | | | 1 | Crushed Asphalt, metal pieces & frags | FILL |
| 2 | | | 2 | SAME | FILL 4.0' |
| 5 | | | 3 | Light Brown, c.f. SAND, little c.f. Gravel & silt | |
| | 34.36 | 24 | 4 | SAME | |
| | 26.21 | | | | |
| | 8.10 | 24 | 5 | SAME | |
| 10 | 11.11 | | | | |
| | | | | | 10.0' Bottom of boring |
| <p>All Samples Checked w/ PID Meter</p> <p>Samples 3 & 4 NOT Saved</p> <p>Ground Water in S-5 @ ± 9.0'</p> <p>(± 8.5' - 9.0' Saved in S-5)</p> | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: Port Newark Metro Metals Site

LOCATION: ± 40.0' E of BH-PA-C-6 E-8

DATE: 5/16/02

BORING No: BH-PA-C-6 E-10

TOTAL No. OF SAMPLES: 3 soil

SIGNATURE OF ALL

SENT AT SAMPLING

INQUIRED

DATE 5/16/02

RECEIVED

Y (SIGN)

TIME 3^{pm}

BY (SIGN)

INQUIRED

DATE

RECEIVED

Y (SIGN)

TIME

BY (SIGN)

INQUIRED

DATE

RECEIVED

Y (SIGN)

TIME

BY LAB

REMARKS:

3 soil samples, each in one 16oz. jar

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

PROJECT: Port Newark Metro Metals Site

LOCATION: ± 40.0' E of BH-PA C-6 E-9 | DATE: 5/16/02

BORING No: BH-PA C-6 E-10 | TOTAL No. OF SAMPLES: 3 soil

SIGNATURE OF ALL

SENT AT SAMPLING *Howard C. Koo*

INQUIRED DATE 5/16/02 RECEIVED

Y (SIGN) *Howard C. Koo* TIME 3 PM BY (SIGN)

INQUIRED DATE RECEIVED

Y (SIGN) TIME BY (SIGN)

INQUIRED DATE RECEIVED

Y (SIGN) TIME BY LAB

REMARKS:

3 Soil samples for 1 kg per each

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Engineering Department Construction Division Materials Engineering Section BORING REPORT

| | | | | | |
|--------------------------------------|--|------------------------------------|--|--------------------------------|----------------------------|
| PROJECT PA-Former Metro | | NAME OF CONTRACTOR Craig | | BORING NO. PA-C6-N-1 | SHEET 1 OF 3 |
| LOCATION 1' North of PA-C6 | | CONTRACT NO. 426-99-006 | | SURFACE ELEV. | |
| OPERATOR Celan Kidas | | DATE 12/3/01 | | GROUND WATER LEVEL | |
| RECTOR T Ryan | | HOLE TYPE H. Auger | | Remarks | |
| # FALL | | HAMMER | | Date | |
| | | | | Time | |
| | | | | Depth | |
| | | | | Remarks | |
| | | | | 12/3/01 2:10 P | |
| | | | | No water encountered | |

| SING WS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------|-------|----------------|----------|-----------|--|
| | 0 | | | | Asphalt |
| | | | | | 2.0' |
| | 2.5' | Hand Auger | Full Rec | 1 | Misc Fill - Sand, Gravel, Corrosion |
| | | | | 2 | Same |
| | | | | 3 | Same |
| | | | | 4 | Same |
| | 5 | | | | Bottom of Boring |
| | | | | | 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: *PN - Former Metro Metals*

LOCATION: *± 1' north of PA-C60*

DATE: *12/3/01*

RING No: *PA-C6-N-1*

TOTAL No. OF SAMPLES: *4 + 1 Dup*

SIGNATURE OF ALL

AGENT AT SAMPLING

T. Ryan

UNOBTAINED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNOBTAINED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

UNOBTAINED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16oz jars + 1 Dup in 1 1/2oz jar (S-1)

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|--------------------|--------------|---------------|
| Former Metro Metals ± 5' No. of PA-C6 | NAME OF CONTRACTOR | BORING NO. | SURFACE ELEV. |
| | Craig | PA-C6-N-2 | |
| | | CONTRACT NO. | DATE |
| | | 426-99-006 | 12/5/01 |

| "O.D. | "I.D. | CASING SIZE | HOLE TYPE | GROUND WATER LEVEL | | | |
|--------------------|-------|-------------|-----------|--------------------|--------|-------|----------|
| | | | | Date | Time | Depth | Remarks |
| | | | H. Auger | 12/5/01 | 8:00 A | | No water |
| # FALL A. Kulas | | | | | | | |
| # FALL T. Ryan | | | | | | | |

| DEPTH | SPoon BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|----------------|----------|-----------|---|
| 0 | | | | Asphalt |
| 1.0' | | | | Misc Fill - Bl Chunks, Sand, Gravel, etc. |
| 2.5' | ↓ | ↓ | 1 | Same |
| 5.0' | | | | Bottom of Boring |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET / OF 3

| | | | |
|--|----------------------------|----------------------------|-----------------|
| Former Metro Metals # ± 10' North of PAC6 | NAME OF CONTRACTOR Crag | BORING NO. PAC6-N3 | SURFACE ELEV. |
| | | CONTRACT NO. 426-99-006 | DATE 12/7/01 |

| | | | | | | | |
|-------|-------|-------------|-----------------------|--------------------|------|-------|----------|
| *O.D. | *I.D. | CASING SIZE | HOLE TYPE H. Auger | GROUND WATER LEVEL | | | |
| | | HAMMER | # FALL | Date | Time | Depth | Remarks |
| | | | | 12/7/01 | | | No water |

| LOG FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|---------|-------|----------------|----------|-----------|---|
| 0 | | | | | |
| 2.5 | | | | | Asphalt |
| 2.5 | | H. Auger | Full | 1 | Misc Foll - Cinders, Gr., Glass, Wood |
| | | | | | Bottom of Boring ↗ |
| 5.0 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN - Former Metro Metals

LOCATION: ± 10' North of PAC6

DATE: 12/7/01

LOG No: PAC6-N3

TOTAL No. OF SAMPLES: 1

SIGNATURE OF ALL

PERSONS AT SAMPLING

T. Ryan

1. RECEIVED

DATE 12/7/01

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

2. RECEIVED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

3. RECEIVED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

1 sample in 1-16 oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|----------------------------|------------------------|--------------------|
| PROJECT #N - Former Metro Met. Site | NAME OF CONTRACTOR Craw | BORING NO. PA-C6-W1 | SURFACE ELEV. 1 |
| LOCATION 1' West of PA-C6 | CONTRACT NO. 426-99-006 | DATE 12/3/01 | |

| | | | | | | |
|----------------------------|-----------------------|-----------------------|--------------------|-----------------|-------------------|---------|
| Casing # O.D. # I.D. | Casing Size # I.D. | Hole Type H. Auger | GROUND WATER LEVEL | | | |
| | | | Date 12/3/01 | Time 11:45 A | Depth No water | Remarks |
| Driller Al Kidas | Inspector T. Ryan | | | | | |

| Casing # WS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------------|-------|-------------------|--------------|--------------|---|
| cutting head | 0 | | | | 24.5% Sand & METAL 0.1' |
| | | | | | ASPHALT |
| | | | | | 2.0' |
| | 2.5 | Hand Auger | Full Rec | 1 | Misc Fill - Sand, Cinders, Wood, Gravel |
| | | | | 2 | Same |
| | | | | 3 | Same |
| | | | | 4 | Same |
| | 5 | | | | Bottom of Boring 7.0' |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
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CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: PN - Former Metro Metals

LOCATION: ± 1' West of PA-C6

DATE: 12/3/07

RING No: PA-C6-W-1

TOTAL No. OF SAMPLES: 4 + 1 Dup

NATURE OF ALL

EVENT AT SAMPLING

T.B.

ACQUIRED

DATE 12/3/07

RECEIVED

(SIGN)

T.B.

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4-16oz jars + 1 duplicate sample of
S-3 in 10oz jar

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|---|------------------------------------|--------------------------------|---------------|
| PROJECT <i>N - Former Metro Metals</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>PA-C6-W-2</i> | SURFACE ELEV. |
| LOCATION <i>± 5' West of PA-C6</i> | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/5/01</i> | |

| | | | | | | |
|-------------------------------|-------------|------------------------------|--------------------|---------------|-------|-----------------|
| BOON | CASING SIZE | HOLE TYPE <i>H. Auger</i> | GROUND WATER LEVEL | | | |
| "O.D. | "I.D. | HAMMER | Date | Time | Depth | Remarks |
| | | | <i>12/5/01</i> | <i>9:05 A</i> | | <i>No water</i> |
| OPERATOR <i>Alan Kidas</i> | | | | | | |
| DIRECTOR <i>T. Ryan</i> | | | | | | |

| SING WS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------|-------|-------------------|-----------------|-----------|--|
| | 0 | | | | <i>Asphalt</i> |
| | | <i>Hand Auger</i> | <i>Full Rec</i> | | <i>Misc Fill - Cinders, Sand, Gravel, Metal</i> |
| | 2.5 | | | 1 | <i>Same</i> |
| | | | | 2 | <i>Same</i> |
| | | | | 3 | <i>Same</i> |
| | | | | 4 | <i>Same</i> |
| | 5.0 | | | | <i>Bottom of Boring</i> |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: *PN - Former Metro Metals*

LOCATION: *± 5' West of PA-C6* **DATE:** *12/5/01*

DRILLING No: *PAC6-W2* **TOTAL No. OF SAMPLES:** *4*

NATURE OF ALL

SENT AT SAMPLING

T. Ryan

INQUIRED

DATE *12/5/01*

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

INQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

INQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4 16 oz jars

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 2 of 3

TEST: Pp - Former Metro Metals
LOCATION: ± 10' West of PAC6 DATE: 12/7/01
TAG No: PAC6-W3 TOTAL No. OF SAMPLES: 4

NAME OF ALL

PERSONS AT SAMPLING

T. Ge

| ACQUIRED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|--------------------|---------|--------------------|
| <i>T. Ge</i> | 12/7/01 | |
| | | |
| | | |
| | | |
| | | |

REMARKS: 4 samples in 4 16oz jars

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BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|------------------------|
| PROJECT <i>PA - Former Metro Metrol</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>PA-C6-S-1</i> | SURFACE ELEV. |
| LOCATION <i>1' South of PA-C6</i> | | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/3/01</i> |

| | | | | | | |
|----------------------------|-------------|------------------------------|--------------------|----------------|-------|-----------------|
| BOON | CASING SIZE | HOLE TYPE <i>H. Auger</i> | GROUND WATER LEVEL | | | |
| "O.D. | "I.D. | | Date | Time | Depth | Remarks |
| HAMMER | | | <i>12/3/01</i> | <i>2:50 PM</i> | | <i>No water</i> |
| # FALL | # FALL | | | | | |
| RILLER <i>A. Kedes</i> | | | | | | |
| DIRECTOR <i>T. Ryan</i> | | | | | | |

| CASING LOSS VS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------------|-------------|-------------------|-----------------|-----------|--|
| | 0 | | | | |
| | | | | | <i>Asphalt</i> |
| | | | | | <i>2.0'</i> |
| | <i>2.5'</i> | <i>Hand Auger</i> | <i>Full Rec</i> | <i>1</i> | <i>Misc Fill - Sand, Cinders, Gravel, Wood</i> |
| | | | | <i>2</i> | <i>Same as above</i> |
| | | | | <i>3</i> | <i>Same</i> |
| | | | | <i>4</i> | <i>Same</i> |
| | | | | | <i>4.0'</i> |
| | <i>5.0'</i> | | | | <i>Bottom of Boring</i> |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.
ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

OBJECT: PN - Former Metro Metals
LOCATION: ± 1' South of PA-C6 DATE: 12/3/01
DRING No: PA-C6-S1 TOTAL No. OF SAMPLES: 4

SIGNATURE OF ALL

1 PRESENT AT SAMPLING

T. Ryan

1 ACQUISHED

DATE 12/3/01 RECEIVED

(SIGN)

T. Ryan

TIME BY (SIGN)

2 ACQUISHED

DATE RECEIVED

(SIGN)

TIME BY (SIGN)

3 ACQUISHED

DATE RECEIVED

(SIGN)

TIME BY LAB

REMARKS:

4 samples in 4-16 oz jars.

THE PORT AUTHORITY OF NY & NJ

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Construction Division
Materials Engineering Section

BORING REPORT

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SHEET 1 OF 3

| | | | |
|---|---|--|------------------------|
| PROJECT <i>PN - Former Metro Metal</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>PAC6-S-3</i> | SURFACE ELEV. |
| LOCATION <i>± 10' South of PAC6</i> | | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/7/01</i> |
| DIAMETER "O.D." "I.D." | CASING SIZE HOLE TYPE <i>H. Auger</i> | GROUND WATER LEVEL Date Time Depth Remarks <i>12/7/01 No water</i> | |
| HAMMER # FALL | HAMMER # FALL | | |
| DRILLER <i>Rob. Dallas</i> | | | |
| DIRECTOR <i>T. Ryan</i> | | | |

| CASING DEPTH (FT.) | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|--------------------|-------|-------------------|-----------------|-----------|---|
| 0 | | | | | <i>misc fill - cinders, sand, gravel, metal etc</i> 0.3' |
| ↓ | | | | | ASPHALT |
| ↓ | | | | | <i>misc fill - cinders, sand, gravel, metal etc</i> 1.8' |
| 2.5 | | <i>Hand auger</i> | <i>Full rec</i> | 1 | <i>Same</i> |
| | | ↓ | ↓ | 2 | <i>Same</i> |
| | | ↓ | ↓ | 3 | <i>Same</i> |
| | | ↓ | ↓ | 4 | <i>Same</i> |
| 5.0 | | | | | <i>Bottom of Boring</i> 4.0' |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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BORING REPORT

SHEET 1 OF 3

| | | | |
|--|------------------------------------|-----------------------------------|-------------------------|
| PROJECT <i>DN - Former Metro Metals</i> | NAME OF CONTRACTOR <i>Craig</i> | BORING NO. <i>PAC6-5.4</i> | SURFACE ELEV. |
| LOCATION <i>+ 20' South of PAC6</i> | | CONTRACT NO. <i>426-99-006</i> | DATE <i>12/11/01</i> |

| | | | | | | |
|------------------------------|-------------|------------------------------|--------------------|------|-------|-----------------|
| POOH | CASING SIZE | HOLE TYPE <i>H. Auger</i> | GROUND WATER LEVEL | | | |
| "O.D." | "L.D." | HAMMER | Date | Time | Depth | Remarks |
| # FALL | # FALL | | <i>12/11/01</i> | | | <i>No water</i> |
| OPERATOR <i>M. McKeon</i> | | | | | | |
| SUPERVISOR <i>T. Ryan</i> | | | | | | |

| CASING LOSS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS | |
|------------------|-------------|-------------------|-----------------|-----------|--|--|
| | | | | | LINE LOCATES CHANGE OF PROFILE | |
| <i>with head</i> | 0 | | | | <i>ASPHALT</i> | |
| ↓ | | | | | <i>0.1'</i> | |
| | | <i>Hand Auger</i> | <i>Full Rec</i> | | <i>Misc. Fill - Cinders, Sand, Gravel, Metal</i> | |
| | <i>2.5'</i> | | | 1 | <i>Same</i> | |
| | | | | 2 | <i>Same</i> | |
| | | | | 3 | <i>Same</i> | |
| | | | | 4 | <i>Same</i> | |
| | <i>5.0'</i> | | | | <i>Bottom of Boring</i> | |
| | | | | | <i>4.0'</i> | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: PN - Former Metro Metals

LOCATION: ± 20' South of PA-C6

DATE: 12/11/01

TESTING No: PAC6-S4

TOTAL No. OF SAMPLES: 4

NATURE OF ALL

PLANT AT SAMPLING

T. Ryan

1. QUISHED

DATE

RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

2. QUISHED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

3. QUISHED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS:

4 samples in 4 16oz jars

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 2
SURFACE ELEV. _____
DATE 4/29/02

PROJECT: PN - Metro Metals
LOCATION: 40' South of PA-C6

NAME OF CONTRACTOR: Craig Drilling

BORING NO.: 841-PB-66-55
CONTRACT NO.: 476-99-006

BOREHOLE: O.D. 2 3/4" I.D. _____
CASING SIZE: _____
HOLE TYPE: 1
METHOD: HAMMER
FALL: 30
SUPERVISOR: A Kjos
OPERATOR: D Howe

| GROUND WATER LEVEL | | | |
|--------------------|-----------------|-------|---------------------------|
| Date | Time | Depth | Remarks |
| 4/29 | 7 ³⁰ | .5' | Water in Asphalt Millings |
| | | | |
| | | | |

| BORING L./SFT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------------|-------|-------------------|--------------|--------------|--|
| 0 | 0 | Hand Auger | Fall | | Asphalt Millings 0.0 |
| 1 | 1 | Topped Spoon | 12' | 1 | Misc Fill - Gravel, Crush Asphalt, Sand, Brch, EP 2.0 |
| 6 | 6 | | | | Bottom of Boring Hit Obstruction Possible Concrete Slab Moved 4' NW to PA-C6-55A Resumed Sampling at 3' |
| 10 | 10 | | | | All samples checked with AD Meter 8" 1 2-3 Test for TPH in field Sample sent by Chem Lab for Lab Testing |
| 15 | 15 | | | | |
| 20 | 20 | | | | |
| 25 | 25 | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 2
SURFACE ELEV.

| | | | |
|--------------------------------------|---|-----------------------------------|------------------------|
| PROJECT V - Metro Metals | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-PA-C6-55A | DATE 4/29/02 |
| LOCATION 4' NW of PA C6-55 | | CONTRACT NO. 426-99-006 | |

| | | | | | | |
|-------------------|-------------------|-----------------------|--------------------|--------------|------------|-----------------------------|
| O.D. 2 3/8 | I.D. Auger | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| CASING SIZE | | | Date | Time | Depth | Remarks |
| HAMMER | | | 4/29 | 9:30 | 1.5 | 1st Asphalt Millings |
| # FALL | | | 4/29 | 10:00 | 9.5 | Ground water, 5' 4 |

| REQ. WS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | CORRECTION |
|-------------|-------|----------------|----------|-----------|--|------------|
| | 0 | Hand Dug | Full | | Asphalt Millings | 0.0 |
| | 1 | ↓ | ↓ | | Misc Fill - Cracking Sand, Gravel, Asphalt, etc | 2.0 |
| | 5 | Tapped Spoon | 6" | 1 | Same | |
| | 5 | ↓ | 14" | 2 | Misc Fill, Metal, Crushed Stone, Sand, etc | 6.0 |
| | | 14-29 | | 3 | | |
| | | 38-52 | 20" | 3 | Fill M-F Brown Sand, Tr Gravel, Tr Silt | |
| | | 4-8 | | 4 | | |
| | 10 | 13-19 | 16" | 4 | Same | 10.0 |
| | | | | | Bottom of Boring | |
| | | | | | All samples checked with PID Meter | |
| | | | | | S# 1, 2 & S# 4 (9'-9.5') saved for testing | |
| | | | | | & checked for TPH in field by chem lab | |
| | | | | | Remaining samples discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 2

| | | | |
|--|---|----------------------------------|--------------------------|
| PROJECT N. Metro Mats | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-PA-06-56 | SURFACE ELEV. |
| LOCATION 30' South of BH-PA-06 | | CONTRACT NO. 42699-006 | DATE 4/29/02 |

| | | | | | |
|---|---------------------------|--------------------|-------|-------|--------------------|
| Casing Size 4" O.D. 2 3/8" I.D. | Hole Type Auger | GROUND WATER LEVEL | | | |
| Method Hammer | # FALL 30 | Date | Time | Depth | Remarks |
| | | 4/29 | 11:15 | 15' | w Asphalt Millings |
| | | 4/29 | 12:45 | 9.5' | groundwater 8'5" |

| ING. 3/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | ELEV. |
|------------|-------|----------------|----------|-----------|--|-------|
| | 0 | | | | | 0.0 |
| | | Hard Auger | Full | | Asphalt Millings | 1.0 |
| | | | | | Fill - M-F Brown Sand, Tr Silt, Tr Gravel | 2.0 |
| | | Topped Spoon | 12" | 1 | Misc Fill - Asphalt, Curbing, Gravel, Silt, ETC | 3.0 |
| | | | 7" | 2 | Misc Fill - Sand, Gravel, Bricks, Metal, ETC | |
| | 5 | | 15" | 3 | Misc Fill - Sand, Metal, Silt, Gravel, ETC | 6.0 |
| | | 11-14 | | 4 | | |
| | | 17-27 | 16' | | Fill - M-F Gray Brown Sand, Tr Gravel, Tr Silt | |
| | | 8-11 | | 5 | | |
| | 10 | 15-19 | 18' | | Same | 10.0 |
| | | | | | Bottom of Boring | |
| | 15 | | | | All Samples checked with PID Meter 5' 1, 2 & 5 (9'-9.5') Saved for Testing & checked w/ flask for JPHC Remaining Sample discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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Engineering Department
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Materials Engineering Section
BORING REPORT

| | | | | | |
|--|-------------------|---|-----------------------|---------------------------------|----------------------------|
| PROJECT PN- Metro Metab | | NAME OF CONTRACTOR Craig Drilling | | BORING NO. BH PBC6-57 | SHEET 1 OF 2 |
| LOCATION E 5' South of BH PBC654 | | CONTRACT NO. 12699-006 | | SURFACE ELEV. | |
| POON 3 | O.D. 2 3/4 | I.D. Auger | HOLE TYPE 1 | DATE 4/30/02 | |
| HAMMER 140 # FALL 30 | | HAMMER # FALL | | GROUND WATER LEVEL | |
| DRILLER D Cooke | | Date | Time | Depth | Remarks |
| SPECTOR D Howe | | 4/30 | 1 PM | 1.0 | in Asphalt Milling |
| | | 4/30 | 1:45 | 9.5 | ground water 5' 5" |

| CASING DWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | O.D. |
|-------------------|-------|-------------------|--------------|--------------|--|------|
| land | 0 | Hand Auger | F-4 | | Asphalt Milling | |
| Auger ↓ | | ↓ | ↓ | | | 2.0 |
| tellow | | Tapped Spore | 12' | 1 | Misc Fill Asphalt, Sand, Brick, ETC | |
| STEM | | ↓ | 10' | 2 | Misc Fill Cinders, Brick, Sand, Asphalt, ETC | |
| Auger | 5 | ↓ | 18' | 3 | Same | 6.0 |
| ↓ | | 15-16 | | 4 | | |
| | | 19-22 | 19' | | Fill M-P Gray Brown Sand, Gravel, Tr Silt | |
| | | 11-15 | | | | |
| | 10 | 16-18 | 19' | 5 | Same | 10.0 |
| | | | | | Bottom of Boring | ↑ |
| | 15 | | | | All Samples checked with PID Meter 5' 1, 2 & 5 (9-95) saved for testing & checked for TPH in field by chem Lab Remaining Samp Discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0' - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | | | | | |
|-------------------------------------|--|-----------------------------|--|-------------------------|---------|---------------|----------------------|
| PROJECT PA - Former Metro Metals | | NAME OF CONTRACTOR Cragg | | BORING NO. PA-C7-N-1 | | SURFACE ELEV. | |
| LOCATION E 1' N. of PA-C7 | | CONTRACT NO. 426-99-006 | | DATE 12/4/01 | | | |
| OPERATOR A. Kidas | | SUPERVISOR T. Ryan | | GROUND WATER LEVEL | | | |
| CASING SIZE | | HOLE TYPE H. Auger | | Date | Time | Depth | Remarks |
| HAMMER | | | | 12/4/01 | 10:30 A | | No water encountered |

| DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------|----------------|-----------|-----------|---|
| 0 | | | | Misc fill - silt, sand, gravel, metal, concrete 0.3' |
| | | | | Asphalt 1.1' |
| | Hand Auger | | | Misc fill - silt, cinders, Gr, wood, metal |
| 2.5 | | Full Rec. | 1 | Same |
| | | | 2 | Same |
| | | | 3 | Full - Bym-F Sand, to silt, to Gr |
| | | | 4 | Same |
| 5.0 | | | | Bottom of Boring |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

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Sheet 3 of 3

SUBJECT: PN - Former Metro Metals
 LOCATION: ± 1' N of PA-C7 DATE: 12/4/01
 TAGGING No: PA-C7-N1 TOTAL No. OF SAMPLES: 4

NATURE OF ALL

POINT AT SAMPLING

T. Ryan

ACQUIRED

DATE 12/4/01 RECEIVED

(SIGN)

T. Ryan

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY (SIGN)

ACQUIRED

DATE

RECEIVED

(SIGN)

TIME

BY LAB

REMARKS: 4 samples in 4-16 oz jars

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 1
SURFACE ELEV. _____

PROJECT: **2nd NAPOLEON SITE - BERTH 63**

NAME OF CONTRACTOR: **CRAIG**

BORING NO.: **BH-N5D**

LOCATION: **5' South from BH-N5C**

CONTRACT NO.: **426-99-007**

DATE: **8/27/99**

BOON: _____
 O.D.: _____ I.D.: _____
 CASING SIZE: _____ HOLE TYPE: _____
 MEER: _____ HAMMER: _____
 # FALL: _____ # FALL: _____

| GROUND WATER LEVEL | | | |
|--------------------|------|-------|---------|
| Date | Time | Depth | Remarks |
| | | | |
| | | | |
| | | | |
| | | | |

OPERATOR: **S. Buens**
 DIRECTOR: **M. Dudek**

| SING. NO./FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|---------------|-------|----------------|----------|-----------|--|
| | | | | | |
| | 0 | Hand Auger | Full | | Misc. fill |
| | | | | | |
| | 5 | | | | Obstruction found at ±2.6' |
| | | | | | Relocated Boring |
| | | | | | |
| | 10 | | | | |
| | | | | | |
| | 15 | | | | |
| | | | | | |
| | 20 | | | | |
| | | | | | |
| | 25 | | | | |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane

APPENDIX B

Table B-1
Survey Data
Boring and Monitoring Well Location and Elevations
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| ITEM | NORTH | EAST | ELEVATION | DESCRIPTION |
|-----------|--------------|--------------|-----------|-------------|
| PA-C6-S1 | 673493.03368 | 590899.38016 | | |
| PA-C6-S2 | 673489.03368 | 590899.38016 | | |
| PA-C6-S3 | 673484.03368 | 590899.38016 | | |
| PA-C6-S4 | 673474.03368 | 590899.38016 | | |
| PA-C6-S5 | 673454.03368 | 590899.38016 | | |
| PA-C6-S5A | 673454.03368 | 590899.38016 | | |
| PA-C6-S6 | 673464.03368 | 590899.38016 | | |
| PA-C6-S7 | 673469.03368 | 590899.38016 | | |
| PA-C7 | 673132.08006 | 590627.12031 | 307.70 | |
| PA-C7-W1 | 673132.08006 | 590626.12031 | | |
| PA-C7-E1 | 673132.08006 | 590628.12031 | | |
| PA-C7-N1 | 673133.08006 | 590627.12031 | | |
| PA-C7-S1 | 673131.08006 | 590627.12031 | | |

Note: Horizontal survey data of borehole/well locations drilled by Port Authority personnel are presented in NAD 83 datum.
 Vertical survey data of borehole/well locations drilled by Port Authority personnel are presented in Port Authority datum which is 297.65 above mean sea level based on NGVD 29 datum.

Table B-1
Survey Data
Boring and Monitoring Well Location and Elevations
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| ITEM | NORTH | EAST | ELEVATION | DESCRIPTION |
|-----------|--------------|--------------|----------------------------|--------------------------|
| BH-N1 | 673883.79667 | 590073.72762 | 306.68 | - |
| BH-N1-W1 | 673883.79667 | 590072.72762 | | |
| BH-N1-E1 | 673883.79667 | 590074.72762 | | |
| BH-N1-N1 | 673884.79667 | 590073.72762 | | |
| BH-N1-S1 | 673882.79667 | 590073.72762 | | |
| MW-N2 | 674086.01241 | 590257.21356 | 307.69 307.39 307.69 | RIM P.V.C. ASPHALT |
| MW-N5 | 673099.41927 | 590592.00169 | 307.21 306.94 307.10 | RIM P.V.C. G.L. |
| BH-N5 | 673214.02411 | 590546.88200 | 307.10 | - |
| BH-N6 | 673456.70000 | 590392.00000 | 307.80 | - |
| BH-N7 | 673354.90000 | 590519.30000 | 308.30 | - |
| MW-C1 | 673963.24423 | 590537.61748 | 305.53 305.37 305.50 | RIM P.V.C. G.L. |
| MW-C2 | 673676.53592 | 590910.69377 | 307.17 306.80 307.20 | RIM P.V.C. G.L. |
| MW-C3 | 673652.64794 | 590635.23255 | 308.35 308.12 308.30 | RIM P.V.C. G.L. |
| MW-C4 | 673695.72387 | 590380.99591 | 307.11 306.72 307.10 | RIM P.V.C. G.L. |
| MW-C5 | 673310.77792 | 590927.06172 | 307.51 307.42 307.5 | RIM P.V.C. G.L. |
| MW-C5-W1 | 673310.77792 | 590926.06172 | | |
| MW-C5-E1 | 673310.77792 | 590928.06172 | | |
| MW-C5-N1 | 673311.77792 | 590927.06172 | | |
| MW-C5-S1 | 673309.77792 | 590927.06172 | | |
| PA-C6 | 673494.03368 | 590899.38016 | 307.30 | - |
| PA-C6-W1 | 673494.03368 | 590898.38016 | | |
| PA-C6-W2 | 673494.03368 | 590894.38016 | | |
| PA-C6-W3 | 673494.03368 | 590889.38016 | | |
| PA-C6-E1 | 673494.03368 | 590900.38016 | | |
| PA-C6-E2 | 673494.03368 | 590904.38016 | | |
| PA-C6-E3 | 673494.03368 | 590909.38016 | | |
| PA-C6-E4 | 673494.03368 | 590919.38016 | | |
| PA-C6-E5 | 673494.03368 | 590939.38016 | | |
| PA-C6-E6 | 673494.03368 | 590929.38016 | | |
| PA-C6-E7 | 673494.03368 | 590949.38016 | | |
| PA-C6-E8 | 673494.03368 | 590924.38016 | | |
| PA-C6-E9 | 673494.03368 | 591009.38016 | | |
| PA-C6-E10 | 673494.03368 | 591049.38016 | | |
| PA-C6-E11 | 673494.03368 | 591089.38016 | | |
| PA-C6-N1 | 673495.03368 | 590899.38016 | | |
| PA-C6-N2 | 673495.03368 | 590899.38016 | | |
| PA-C6-N3 | 673495.03368 | 590899.38016 | | |

(2)

Table B-2
Coordinate Data - Soil Boring Locations
Naporano and Hugo Neu Facilities
Port Newark
Newark, New Jersey

| ITEM | NORTH | EAST | ELEVATION | DESCRIPTION |
|-------|-----------|-----------|-----------|-------------|
| SB-1 | 673301.28 | 589787.87 | NA | * |
| SB-2 | 673314.09 | 589864.68 | NA | * |
| SB-3 | 673241.51 | 589824.85 | NA | * |
| SB-4 | 673400.89 | 589886.01 | NA | * |
| SB-5A | 673208.79 | 589893.13 | NA | * |
| SB-5B | 673548.46 | 589935.80 | NA | * |
| SB-5C | 673864.8 | 590026.84 | NA | * |
| SB-5D | 673847.72 | 590220.29 | NA | * |
| SB-5E | 673346.82 | 590117.87 | NA | * |
| SB-5F | 673184.6 | 590318.44 | NA | * |

Notes: * Survey data of borehole locations drilled by Excel Environmental Resources, Inc. are presented in NAD 83 datum and are of proposed and not as built boring locations.

NA - Not Available

ADDITIONAL SAMPLING REPORT

ADDENDUM NO. 3

to

EXHIBIT I

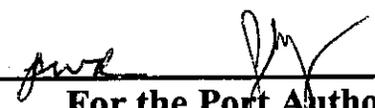
to Lease No. L-PN-264

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

PORT NEWARK CONTAINER TERMINAL LLC



For the Port Authority

Initialed:



For the Lessee

ADDITIONAL SAMPLING REPORT

ADDENDUM NO. 3

to

EXHIBIT I

to

Lease No. L-PN-264

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

PORT NEWARK CONTAINER TERMINAL LLC

June 2002

**PORT NEWARK CONTAINER TERMINAL, LLC
ADDITIONAL SAMPLING REPORT**

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1.0 INTRODUCTION

In September and October 2000 and April and May 2002, the Port Authority of New York and New Jersey (the "Port Authority") conducted supplemental soil and groundwater sampling at the premises under Port Authority Lease No. L-PN-264 between the Port Authority and Port Newark Container Terminal LLC ("PNCT"). The soil sampling was performed to further delineate soil exceedances detected during a baseline investigation conducted by PNCT and the supplemental groundwater sampling was performed to respond to comments received from the New Jersey Department of Environmental Protection ("NJDEP").

2.0 FIELD ACTIVITIES

The purpose of the supplemental soil investigation was to provide additional soil delineation to further establish current environmental conditions of subsurface soils. The purpose of the supplemental groundwater investigation was to provide additional water quality data for the area located upland of Berths 51 to 61 at Port Newark. Sampling locations were 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.

The supplemental investigation activities included the drilling of 20 soil borings and the collection of 5 groundwater samples at locations shown in Figure 1. Table 2-1 provides a summary of the analytical methods performed. All investigative work conducted for the supplemental investigation program was performed in accordance with the NJDEP Field Sampling Procedures Manual, May 1992. Information collected during the investigation was recorded in a bound fieldbook and in conformance with the Port Authority's "Environmental Baseline Field Program, Port Newark, June 1999".

2.1 SOIL SAMPLING PROGRAM

The supplemental soil sampling program was conducted at the site on September 7 and 8, and October 2 and 3, 2000. Soil borings were advanced using a combination of hand auger and hollow stem auger ("HSA") drilling techniques. Hand augering was performed to advance the first 6 feet of each boring advanced deeper than 2 feet below ground surface ("bgs"). The HSA techniques were used to advance the remainder of the soil borings that were drilled to a final depth of 11.5 feet bgs. The soil borings that were completed at depths less than 11.5 bgs were completed exclusively by hand augering. Continuous samples were collected from borings advanced via HSA techniques by using 2 3/8-inch inside diameter carbon steel split-spoons with all samples collected from beneath the asphalt cover and subbase. A total of 20 soil samples were collected for laboratory analysis. Soil boring logs are included in Appendix A.

The following summarizes the soil samples collected from the borings:

| <u>Sample ID</u> | <u>Boring</u> | <u>Sampling Depth</u> | <u>Sampling Date</u> |
|------------------|--------------------------|-----------------------|----------------------|
| PO-BH02A-090800 | BH-MW-2A ⁽¹⁾ | 11-11.5 feet | 09/08/00 |
| PO-BH02B-090800 | BH-MW-2B ⁽¹⁾ | 11-11.5 feet | 09/08/00 |
| PO-BH02C-090800 | BH-MW-2C ⁽¹⁾ | 11-11.5 feet | 09/08/00 |
| PO-BH02D-090800 | BH-MW-2D ⁽¹⁾ | 11-11.5 feet | 09/08/00 |
| PO-BH02E-090800 | BH-MW-2E ⁽¹⁾ | 11-11.5 feet | 09/08/00 |
| PO-BH13A-090700 | BH-MW-13A ⁽²⁾ | 6.5-7 feet | 09/07/00 |
| PO-BH13B-090700 | BH-MW-13B ⁽²⁾ | 6.5-7 feet | 09/07/00 |
| PO-BH13C-090700 | BH-MW-13C ⁽²⁾ | 6.5-7 feet | 09/07/00 |
| PO-BH13D-100300 | BH-MW-13D ⁽²⁾ | 6.5-7 feet | 10/03/00 |
| PO-BH13E-100300 | BH-MW-13E ⁽²⁾ | 6.5-7 feet | 10/03/00 |
| PO-BH14A-090700 | BH-MW-14A ⁽²⁾ | 1.5-2 feet | 09/07/00 |
| PO-BH14B-090800 | BH-MW-14B ⁽²⁾ | 1.5-2 feet | 09/08/00 |
| PO-BH14C-090800 | BH-MW-14C ⁽²⁾ | 1.5-2 feet | 09/08/00 |
| PO-BH14D-090800 | BH-MW-14D ⁽²⁾ | 1.5-2 feet | 09/08/00 |
| PO-BH14E-100300 | BH-MW-14E ⁽²⁾ | 1.5-2 feet | 10/03/00 |
| PO-BH14F-100300 | BH-MW-14F ⁽²⁾ | 1.5-2 feet | 10/03/00 |
| PO-BH14G-100300 | BH-MW-14G ⁽²⁾ | 1.5-2 feet | 10/03/00 |
| PO-BH14H-100300 | BH-MW-14H ⁽²⁾ | 1.5-2 feet | 10/03/00 |

⁽¹⁾ Indicates that the boring was advanced using a hand auger to 6 feet bgs and completed using HSA drilling techniques to final depth.

⁽²⁾ Indicates that the boring was advanced using a hand auger to final depth.

Sample intervals for laboratory analysis in each boring were selected based on the delineation information needed at each area (i.e., horizontal or vertical). Actual sample depth intervals varied depending on several factors, as follows:

- The soil recovered for each sample needed to be sufficient to fill the required sample jars. At times, it was necessary to collect soil from more than a six-inch interval 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 thereby not compromising the layer by drilling through it.
- When elevated photoionization detector ("PID") readings or an odor not associated with natural organic material was detected while field screening split-spoon samples, these samples were also sent for analysis.

Soil sampling was conducted in accordance with the following procedure:

1. Extract the split-spoon from the borehole, open it and lay it on plastic. In the case of borings completed using a hand auger, extract the auger and transfer the auger contents to a decontaminated stainless-steel bowl.
2. Log the sample and perform headspace screening analysis using a PID.
3. Transfer the soil to a decontaminated stainless-steel bowl, if necessary, and homogenize using a decontaminated stainless-steel spoon.

4. Transfer homogenized soil to the laboratory supplied sample containers.
5. Label the sample and record sample information in the field book.
6. Place labeled sample in a cooler with ice.
7. Complete the chain of custody form and ship samples to the laboratory for analysis.

Sampling equipment was decontaminated according to the following procedure before use at each discrete sample location:

1. Wash the equipment with non-phosphate detergent and potable water.
2. Rinse with potable water.
3. Rinse with deionized water.
4. Allow equipment to air dry.
5. Wrap equipment in aluminum foil.

Soil samples were analyzed for the following parameters:

- Polynuclear Aromatic Hydrocarbons (PAHs);
- Polychlorinated Biphenyls (PCBs);
- Select Target Analyte List (TAL) Metals, specifically chromium, copper, lead, mercury, thallium and zinc; and,
- Percent Solids.

2.2 GROUNDWATER SAMPLING PROGRAM

The groundwater investigation program involved the collection of 5 groundwater samples from select existing monitoring wells at the terminal as follows:

| <u>Sample ID</u> | <u>Monitoring Well</u> | <u>Sampling Date</u> |
|-------------------------|------------------------|----------------------|
| PNO-MW-14A-091900WG1 | MW-14 | 09/19/00 |
| PNO-MW-12SB13-091900WG1 | MW-12 | 09/19/00 |
| PO-MW05-042002WG01 | MW-05 | 04/20/02 |
| PO-MW11-042002WG01 | MW-11 | 04/20/02 |
| PO-MW14-042302WG01 | MW-14 | 04/23/02 |
| PNCT-MW11-053102 | MW-11 | 05/31/02 |

Groundwater samples were collected via low-flow sampling techniques according to the following procedure:

1. Wearing the appropriate PPE, open the monitoring well and screen the headspace of the well using a PID to determine if VOCs are present.
2. Measure the static water level in the monitoring well from top of inner casing using an electronic water level meter. Minimize the disturbance to the water column.
3. Check for free product or sheen floating on water surface in the well.

4. Carefully lower the low-flow pump into the water column until the intake of the pump is in the middle of the saturated section of the screen. Minimize disturbance to the water column.
5. Purge the well using a low flow rate (<0.5 l/min) until indicator parameters (i.e., pH, conductivity, dissolved oxygen, etc.) have stabilized. Drawdown in the well should not exceed 0.3 foot.
6. Without stopping the pump, collect groundwater samples using same flow rates as established during purging.
7. Fill sample bottles directly from the pump discharge tubing. VOC sample vials will be filled first, then remaining sample bottles.
8. Label the samples and record sampling information in the field book.
9. Place labeled samples in a cooler with ice. A trip blank will be maintained in the cooler during each sampling day.
10. Complete the chain of custody form and ship samples to the laboratory for analysis.

The submersible pump used for groundwater sampling was decontaminated prior to use on each well according to the following procedure:

1. Manually wash the outside of the pump using non-phosphate detergent and potable water.
2. Rinse the outside of the pump using potable water.
3. Flush the pump with 20 gallons of potable water by pumping the water through the housing and tubing.
4. Rinse the exterior housing with distilled/deionized water.
5. Repeat this procedure between each use of the pump.
6. Collect the rinsate from the pump decontamination in drums for disposal.

Dedicated teflon-lined tubing was used for sampling each well.

MW-14 was purged and sampled using a polypropylene bailer since the pump control box malfunctioned. MW-14 was purged by carefully lowering the bailer into the well, and removing groundwater from the well. Water quality parameters including pH, turbidity, conductivity, temperature, dissolved oxygen and oxidation-reduction potential were measured during this process. 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, similar to what might be obtained by sampling directly from a pump discharge. Groundwater samples were analyzed for metals, including antimony, arsenic, lead and thallium, by EPA Method 200.7.

3.0 RESULTS

3.1 SOIL SAMPLING RESULTS

The analytical results for soil samples were compared to NJDEP's "Soil Cleanup Criteria (mg/kg)", dated 5/12/99 and available through the NJDEP's website (<http://www.state.nj.us/dep/srp/regs/guidance.htm>). The criteria on the list include the following:

- Residential Direct Contact;
- Non-Residential Direct Contact; and,
- Impact to Groundwater.

Twenty soil samples, plus appropriate QA/QC samples, were collected from twenty soil borings. Samples were submitted to Hampton-Clarke, Inc., Veritech Laboratories of Fairfield, New Jersey for analysis. The soil samples were analyzed for the following parameters:

- Polynuclear Aromatic Hydrocarbons (PAHs);
- Polychlorinated Biphenyls (PCBs);
- Select Target Analyte List (TAL) Metals, specifically chromium, copper, lead, mercury, thallium and zinc; and,
- Percent Solids.

A posting map depicting sample locations where sample concentrations exceed criteria is provided as Figure 1.

3.1.1 Polynuclear Aromatic Hydrocarbons (PAHs)

The following soil samples were analyzed for selected polynuclear aromatic hydrocarbons (PAHs) by EPA SW-846 Method 8270:

PO-BH14A (1.5-2)
PO-BH14B (1.5-2)
PO-BH14C (1.5-2)
PO-BH14D (1.5-2)
PO-BH14E (1.5-2)
PO-BH14F (1.5-2)
PO-BH14G (1.5-2)
PO-BH14H (1.5-2)

A summary of the PAHs detected in the soil samples is presented in Table 3-1.

The concentration of benzo(a)anthracene detected in the following samples exceeded the residential direct contact soil cleanup criterion (RDCSCC) of 0.9 mg/kg, the most stringent criterion for benzo(a)anthracene:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 2 |
| PO-BH14B (1.5-2) | 3.7 |
| PO-BH14C (1.5-2) | 14 |
| PO-BH14D (1.5-2) | 4.4 |
| PO-BH14E (1.5-2) | 2 |
| PO-BH14G (1.5-2) | 0.91 |
| PO-BH14H (1.5-2) | 2.4 |

The concentration of benzo(b)fluoranthene detected in the following samples exceeded the RDCSCC of 0.9 mg/kg, the most stringent criterion for benzo(b)fluoranthene :

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 2.9 |
| PO-BH14B (1.5-2) | 4 |
| PO-BH14D (1.5-2) | 5.7 |
| PO-BH14E (1.5-2) | 1.8 |
| PO-BH14G (1.5-2) | 1.1 |
| PO-BH14H (1.5-2) | 3 |

The concentration of benzo(k)fluoranthene detected in the following samples exceeded the RDCSCC of 0.9 mg/kg, the most stringent criterion for benzo(k)fluoranthene:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 1.5 |
| PO-BH14B (1.5-2) | 3.1 |
| PO-BH14C (1.5-2) | 30 |
| PO-BH14D (1.5-2) | 3.6 |
| PO-BH14E (1.5-2) | 1.1 |
| PO-BH14H (1.5-2) | 1.4 |

The concentration of benzo(a)pyrene detected in the following samples exceeded the RDCSCC and non-residential direct contact soil cleanup criterion (NRDCSCC), both 0.66 mg/kg and the most stringent criteria for benzo(a)pyrene:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 1.9 |
| PO-BH14B (1.5-2) | 3 |
| PO-BH14C (1.5-2) | 11 |

| | |
|------------------|--------|
| PO-BH14D (1.5-2) | 3.8 |
| PO-BH14E (1.5-2) | 1.3 |
| PO-BH14G (1.5-2) | 0.81 J |
| PO-BH14H (1.5-2) | 1.7 |

J indicates the concentration of the compound is estimated

3.1.2 Polychlorinated Biphenyls

The following soil samples were analyzed for polychlorinated biphenyls (PCBs) by EPA SW-846 Method 8082:

PO-BH14A (1.5-2)
 PO-BH14B (1.5-2)
 PO-BH14C (1.5-2)
 PO-BH14D (1.5-2)
 PO-BH14E (1.5-2)
 PO-BH14F (1.5-2)
 PO-BH14G (1.5-2)
 PO-BH14H (1.5-2)

PCB Aroclors, including Aroclor 1242 and 1260, were detected in soil samples above the Soil Cleanup Criteria. Each of the individual aroclors was compared to the criteria for total PCBs.

The concentration of Aroclor 1242 detected in the following samples exceeded the RDCSCC of 0.49 mg/kg, the most stringent criterion for total PCBs:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 2.3 |
| PO-BH14B (1.5-2) | 8.2 |
| PO-BH14C (1.5-2) | 4 |
| PO-BH14D (1.5-2) | 6.1 |
| PO-BH14E (1.5-2) | 2.2 |
| PO-BH14F (1.5-2) | 1.7 |
| PO-BH14G (1.5-2) | 0.96 |
| PO-BH14H (1.5-2) | 5.9 |

The concentration of Aroclor 1260 detected in the following samples exceeded the RDCSCC of 0.49 mg/kg, the most stringent criterion for total PCBs:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 2 |
| PO-BH14B (1.5-2) | 6.2 |
| PO-BH14C (1.5-2) | 3.3 |

| | |
|------------------|-----|
| PO-BH14D (1.5-2) | 4.9 |
| PO-BH14E (1.5-2) | 11 |
| PO-BH14F (1.5-2) | 4.4 |
| PO-BH14G (1.5-2) | 6.4 |
| PO-BH14H (1.5-2) | 6.5 |

3.1.3 TAL Metals

The following soil samples were analyzed for select metals including chromium, copper, lead, thallium and zinc by EPA SW-846 Method 6010 and Mercury by EPA SW-846 Method 7471A, as indicated:

| <u>Sample ID</u> | <u>Analytes</u> |
|------------------|-----------------------------|
| PO-BH02A-090800 | Chromium, Thallium, Zinc |
| PO-BH02B-090800 | Chromium, Thallium, Zinc |
| PO-BH02C-090800 | Chromium, Thallium, Zinc |
| PO-BH02D-090800 | Chromium, Thallium, Zinc |
| PO-BH02E-090800 | Chromium, Thallium, Zinc |
| PO-BH13A-090700 | Chromium |
| PO-BH13B-090700 | Chromium |
| PO-BH13C-090700 | Chromium |
| PO-BH13D-100300 | Chromium |
| PO-BH13E-100300 | Chromium |
| PO-BH14A (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14B (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14C (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14D (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14E (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14F (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14G (1.5-2) | Copper, Lead, Mercury, Zinc |
| PO-BH14H (1.5-2) | Copper, Lead, Mercury, Zinc |

The concentrations of chromium detected in soil were compared to the soil cleanup criteria for the trivalent form of chromium. The only criterion for trivalent chromium is the RDCSCC of 120,000 mg/kg. No soil samples exceeded the RDCSCC for chromium.

The concentration of copper detected in the following samples exceeded the residential RDCSCC and NRDCSCC, both 600 mg/kg and the most stringent criteria for copper:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14B (1.5-2) | 3,500 |
| PO-BH14D (1.5-2) | 1,200 |
| PO-BH14E (1.5-2) | 720 |

The concentration of lead detected in the following samples exceeded the RDCSCC of 400 mg/kg, the most stringent criterion for lead:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14A (1.5-2) | 8,000 |
| PO-BH14B (1.5-2) | 2,800 |
| PO-BH14C (1.5-2) | 1,700 |
| PO-BH14D (1.5-2) | 2,500 |
| PO-BH14E (1.5-2) | 35,000 |
| PO-BH14F (1.5-2) | 2,900 |
| PO-BH14G (1.5-2) | 810 |
| PO-BH14H (1.5-2) | 2,500 |

The concentration of mercury detected in the following samples exceeded the RDCSCC of 14 mg/kg, the most stringent criterion for mercury:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14B (1.5-2) | 38 |
| PO-BH14C (1.5-2) | 18 |
| PO-BH14E (1.5-2) | 19 |

The concentration of zinc detected in the following samples exceeded the RDCSCC and NRDCSCC, both 1,500 mg/kg and the most stringent criteria for zinc:

| <u>Sample</u> | <u>Concentration Detected (mg/kg)</u> |
|------------------|---------------------------------------|
| PO-BH14B (1.5-2) | 3,300 |
| PO-BH14D (1.5-2) | 2,100 |
| PO-BH14F (1.5-2) | 1,800 |
| PO-BH14H (1.5-2) | 10,000 |

3.2 GROUNDWATER SAMPLING RESULTS

The analytical results for groundwater samples were compared to NJDEP's "Groundwater Quality Standards N.J.A.C 7:9-6, Table 1 – Specific Ground Water Quality Criteria – IIA and Practical Quantitation Levels" (GWQS), available through the NJDEP website (<http://www.state.nj.us/dep/srp/regs/guidance.htm>). Detected concentrations of analytes in the groundwater were compared to the criteria provided in the GWQS Table 1 column entitled "Higher of PQLs and Ground Water Quality Criteria"

Six groundwater samples, including one duplicate, were collected from four monitoring wells including MW-05, MW-11, MW-12 and MW-14. MW-12 and MW-14 were sampled on September 19, 2000. MW-5 and MW-11 were sampled on April 20, 2002 and MW-14 was resampled on April 23, 2002. MW-11 was also sampled again on May

31, 2002. The groundwater samples were analyzed for metals, including antimony, arsenic, lead and thallium, by EPA Method 200.7.

Table 3-2 presents the analytical results for groundwater samples collected during September 2000, April 2002 and May 2002. At the completion of the groundwater sampling, no parameter exceeded the applicable NJDEP GWQS.

FIGURES

TABLES

TABLE 2-1
PORT NEWARK CONTAINER TERMINAL, LLC
SOIL AND GROUNDWATER ANALYTICAL PROTOCOLS

| Parameter Name | Matrix | Container | Analytical Method | Preservatives | Maximum Holding Time |
|-----------------------------------|--------|--------------------------------|-------------------|--|-----------------------------------|
| Metals | Water | (1) 500 ml Polyethylene bottle | USEPA 200.7 | HNO ₃ to pH<2; Cool to 4°C | 6 months (Hg - 28 days) |
| Polynuclear Aromatic Hydrocarbons | Soil | (1) 16 oz. Glass jar | SW846 8270C | Cool to 4°C | 7 days extract 40 days analyze |
| PCBs | Soil | | SW846 8082 | | 7 days extract 40 days analyze |
| Metals | Soil | | SW846 6010B/7000 | | 6 months (Hg - 28 days) |
| Total Solids | Soil | | SM 2540G | | 28 days |

Note:
All holding times listed are from time of sample collection.

**TABLE 3-1
FORMER MAERSK-UNIVERSAL TERMINAL SITE
SUMMARY OF ALL DETECTIONS AND EXCEEDANCES FOUND IN SOIL SAMPLES
PORT AUTHORITY SAMPLING IN SEPTEMBER AND OCTOBER, 2000**

| Contaminant | Residential Direct Cleanup | Non-Residential Direct Contact Soil Cleanup | Impact to Groundwater Soil Cleanup | Sample ID: Lab ID: Sampling Depth (ft bgs): Analysis Method | Unit | PO-BH02A | | PO-BH02B | | PO-BH02C | | PO-BH02D | | PO-BH02E | | PO-BH13A | | PO-BH13B | | PO-BH13C | | PO-BH13D | |
|---|----------------------------|---|------------------------------------|--|-------|----------|------|----------|------|----------|------|----------|------|----------|------|----------|------|----------|------|----------|------|----------|------|
| | | | | | | Rslt | Qual |
| Metals | | | | | | | | | | | | | | | | | | | | | | | |
| Chromium ¹ | 120,000 | NC | NC | EPA 6010 | MG/KG | 46 | | 500 | | 390 | | 380 | | 570 | | 600 | | 380 | | 610 | | 240 | |
| Copper | 600 | 600 | NC | EPA 6010 | MG/KG | | | | | | | | | | | | | | | | | | |
| Lead | 400 | 600 | NC | EPA 6010 | MG/KG | | | | | | | | | | | | | | | | | | |
| Mercury | 14 | 270 | NC | EPA 7471A | MG/KG | | | | | | | | | | | | | | | | | | |
| Thallium | 2 | 2 | NC | EPA 6010 | MG/KG | 120 | | 1,500 | | 150 | | 740 | | 420 | | | | | | | | | |
| Zinc | 1,500 | 1,500 | NC | EPA 6010 | MG/KG | | | | | | | | | | | | | | | | | | |
| Polychlorinated Biphenyls (PCB) | | | | | | | | | | | | | | | | | | | | | | | |
| Aroclor-1016 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Aroclor-1221 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Aroclor-1232 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Aroclor-1242 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Aroclor-1248 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Aroclor-1254 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Aroclor-1260 | 0.49 | 2 | 50 | EPA 8082 | MG/KG | | | | | | | | | | | | | | | | | | |
| Polynuclear Aromatic Hydrocarbons (PAHs) | | | | | | | | | | | | | | | | | | | | | | | |
| Benzo[a]anthracene | 0.9 | 4 | 500 | EPA 8270 | MG/KG | | | | | | | | | | | | | | | | | | |
| Benzo[a]pyrene | 0.66 | 0.66 | 100 | EPA 8270 | MG/KG | | | | | | | | | | | | | | | | | | |
| Benzo[b]fluoranthene | 0.9 | 4 | 50 | EPA 8270 | MG/KG | | | | | | | | | | | | | | | | | | |
| Benzo[g,h,i]perylene | NC | NC | NC | EPA 8270 | MG/KG | | | | | | | | | | | | | | | | | | |
| Benzo[k]fluoranthene | 0.9 | 4 | 500 | EPA 8270 | MG/KG | | | | | | | | | | | | | | | | | | |
| % Solids | | | | SM 2540G | % | 75 | | 61 | | 64 | | 64 | | 55 | | 66 | | 66 | | 65 | | 73 | |

Note:

- ¹ Chromium -trivalent (III) Concentrations and Values
- Exceedance of Most Stringent Criteria
- NC or "..." No Criteria Exists
- U Not Detected above Method Detection Limit Shown in Result Column
- J Estimated Concentrations
- B Below Sample Quantitation Limit
- BLANK Indicate Not Analyzed
- ft bgs feet below ground surface
- * - Health based criterion exceeds the 10,000 mg/kg maximum for total organic contaminants.
- Taken from NJDEP's "Cleanup Standards for Contaminated Sites, N.J.A.C. 7:26D."
- Samples with identifications beginning with PO-BH02 are associated with borings in Figure 1.
- identified as BH-MW-02A, BH-MW-02B, etc...
- Similarly, samples identified beginning with PO-BH13 and PO-BH14 are associated with
- Borings in Figure 1 identified as BH-MW-13 and BH-MW- 14

**TABLE 3-1
FORMER MAERSK-UNIVERSAL TERMINAL SITE
SUMMARY OF ALL DETECTIONS AND EXCEEDANCES FOUND IN SOIL SAMPLES
PORT AUTHORITY SAMPLING IN SEPTEMBER AND OCTOBER, 2000**

| Contaminant | Residential Direct | | Non-Residential Direct | | Impact to Groundwater | | Sample ID: Lab ID: Sampling Depth (Ft bgs): Analysis Sample Date: Method | PO-BH13E | | PO-BH14A | | PO-BH14B | | PO-BH14C | | PO-BH14D | | PO-BH14E | | PO-BH14F | | PO-BH14G | | |
|---|--------------------|-------|------------------------|-------|-----------------------|-------|--|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|--------|
| | 120,000 | 600 | 600 | 270 | 2 | 1,500 | | 100300 | 090700 | 090800 | 090800 | 090800 | 090800 | 090800 | 100300 | 100300 | 100300 | 100300 | 100300 | 100300 | 100300 | 100300 | 100300 | 100300 |
| Chromium ¹ | NC | NC | NC | NC | EPA 6010 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Copper | 600 | 600 | 600 | 270 | EPA 6010 | MG/KG | 8,000 | 2,800 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 |
| Lead | 400 | 400 | 400 | 270 | EPA 6010 | MG/KG | 9.2 | 38 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| Mercury | 14 | 2 | 2 | 2 | EPA 7471A | MG/KG | 1,100 | 3,300 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| Thallium | 2 | 2 | 2 | 2 | EPA 6010 | MG/KG | 1,100 | 3,300 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| Zinc | 1,500 | 1,500 | 1,500 | 1,500 | EPA 6010 | MG/KG | 1,100 | 3,300 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| Polychlorinated Biphenyls (PCB) | | | | | | | | | | | | | | | | | | | | | | | | |
| Aroclor-1016 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Aroclor-1221 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Aroclor-1232 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Aroclor-1242 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Aroclor-1248 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Aroclor-1254 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Aroclor-1260 | 0.49 | 2 | 2 | 2 | EPA 8082 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Polynuclear Aromatic Hydrocarbons (PAHs) | | | | | | | | | | | | | | | | | | | | | | | | |
| Benzo[a]anthracene | 0.9 | 4 | 4 | 4 | EPA 8270 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Benzo[a]pyrene | 0.66 | 0.66 | 0.66 | 0.66 | EPA 8270 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Benzo[b]fluoranthene | 0.9 | 4 | 4 | 4 | EPA 8270 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Benzo[g,h,i]perylene | NC | NC | NC | NC | EPA 8270 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| Benzo[k]fluoranthene | 0.9 | 4 | 4 | 4 | EPA 8270 | MG/KG | 270 | 480 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 |
| % Solids | | | | | SM 2540G | % | 71 | 88 | 91 | 91 | 90 | 90 | 90 | 88 | 88 | 94 | 90 | 94 | 88 | 88 | 95 | 95 | 95 | 95 |

Note:

- ¹ Chromium -trivalent (III) Concentrations and Values
- Exceedance of Most Stringent Criteria
- NC or "...
- U Not Detected above Method Detection Limit Shown in Result Column
- J Estimated Concentrations
- B Below Sample Quantitation Limit
- BLANK Indicate Not Analyzed
- ft bgs feet below ground surface
- * - Health based criterion exceeds the 10,000 mg/kg maximum for total organic contaminants.
- Taken from NJDEP's "Cleanup Standards for Contaminated Sites, N.J.A.C. 7:26D."
- Samples with identifications beginning with PO-BH02 are associated with borings in Figure 1, identified as BH-MW-02A, BH-MW-02B, etc...
- Similarly, samples identified beginning with PO-BH13 and PO-BH14 are associated with Borings in Figure 1 identified as BH-MW-13 and BH-MW-14

**TABLE 3-1
FORMER MAERSK-UNIVERSAL TERMINAL SITE
SUMMARY OF ALL DETECTIONS AND EXCEEDANCES FOUND IN SOIL SAMPLES
PORT AUTHORITY SAMPLING IN SEPTEMBER AND OCTOBER, 2000**

| Contaminant | Residential Non-Residential | | Impact to Groundwater | Sample ID: | |
|---|-----------------------------|----------------------|-----------------------|------------|-----------------|
| | Direct Contact Soil Cleanup | Contact Soil Cleanup | | Lab ID: | |
| Metals | | | | | PO-BH14H-100300 |
| Chromium ¹ | 120,000 | NC | NC | EPA 6010 | AB16064 |
| Copper | 600 | 600 | NC | EPA 6010 | 1.5-2 |
| Lead | 400 | 600 | NC | EPA 6010 | 10/03/00 |
| Mercury | 14 | 270 | NC | EPA 7471A | |
| Thallium | 2 | 2 | NC | EPA 6010 | |
| Zinc | 1,500 | 1,500 | NC | EPA 6010 | |
| Polychlorinated Biphenyls (PCB) | | | | | |
| Aroclor-1016 | 0.49 | 2 | 50 | EPA 8082 | |
| Aroclor-1221 | 0.49 | 2 | 50 | EPA 8082 | |
| Aroclor-1232 | 0.49 | 2 | 50 | EPA 8082 | |
| Aroclor-1242 | 0.49 | 2 | 50 | EPA 8082 | |
| Aroclor-1248 | 0.49 | 2 | 50 | EPA 8082 | |
| Aroclor-1254 | 0.49 | 2 | 50 | EPA 8082 | |
| Aroclor-1260 | 0.49 | 2 | 50 | EPA 8082 | |
| Polynuclear Aromatic Hydrocarbons (PAHs) | | | | | |
| Benzo[a]anthracene | 0.9 | 4 | 500 | EPA 8270 | |
| Benzo[a]pyrene | 0.66 | 0.66 | 100 | EPA 8270 | |
| Benzo[b]fluoranthene | 0.9 | 4 | 50 | EPA 8270 | |
| Benzo[g,h,i]perylene | NC | NC | NC | EPA 8270 | |
| Benzo[k]fluoranthene | 0.9 | 4 | 500 | EPA 8270 | |
| % Solids | | | | SM 2540G | |

Note:

- ¹ Chromium -trivalent (III) Concentrations and Values
- Exceedance of Most Stringent Criteria
- NC or "—" No Criteria Exists
- U Not Detected above Method Detection Limit Shown in Result Column
- J Estimated Concentrations
- B Below Sample Quantitation Limit
- BLANK Indicate Not Analyzed
- ft bgs feet below ground surface
- * - Health based criterion exceeds the 10,000 mg/kg maximum for total organic contaminants.
- Taken from NJDEP's "Cleanup Standards for Contaminated Sites, N.J.A.C. 7:26D."
- Samples with identifications beginning with PO-BH02 are associated with borings in Figure 1, identified as BH-MW-02A, BH-MW-02B, etc....
- Similarly, samples identified beginning with PO-BH13 and PO-BH14 are associated with Borings in Figure 1 identified as BH-MW-13 and BH-MW-14

APPENDIX A

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3
SURFACE ELEV. 3

| | | | |
|-------------------------------|--------------------------------------|------------------------|----------------|
| PROJECT PN - Pto Ports Fic | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MU-2A | DATE 9/8/00 |
| LOCATION 5' NW of MU-2 | CONTRACT NO. 426-99-006 | DATE 9/8/00 | |

| | | | | |
|--|--|--------------------|--|--|
| SPOON 3 O.D. 2 3/8" I.D. HAMMER 140 # FALL 30 # FALL | CASING SIZE Augers HOLE TYPE 1 | GROUND WATER LEVEL | | |
| DRILLER P Pennell INSPECTOR D Howe | Date 9/8/00 Time 12:30 P Depth 6' 11' Remarks w/ Por vacuum Tank Bottom | | | |

| CASING DEPT. / SPOON BLOWS / RE-COV'D / SAMP. NO. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | CD DIS LIC |
|---|-------|----------------|----------|-----------|--|------------------|
| | 0 | | | | Asphalt crushed stone | |
| | | Hand Auger | Full | 1 | Fill - M-F Reddish Brown Sand, Tr Silty, Tr Gravel | 2.0 |
| | | | | 2 | Same | |
| | 5 | | | 3 | Fill - Dk Gray organic silty clay, Little M-F Sand, Tr Gravel | |
| | | | | | No Sampling 6-11' | |
| | 10 | 2 | 18" | 4 | 2 Attempts to Recover Sample Fill - RB Brown silty clay & Dk Gray organic silty clay | 10C |
| | 15 | | | | Bottom of Boring | |
| | 20 | | | | All Samples checked with PID Meter Sample #4 11-11.5 Saval for Testing Remaining Samples Discarded | |
| | 25 | | | | | |

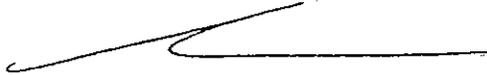
NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN-020 Ports Frc
LOCATION: #5 NW of MW-2 DATE: 9/8/00
BORING No: BH-MW-2A TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL PRESENT AT SAMPLING 

| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|---|--------|--------------------|
|  | 9/8/00 | |
| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |

REMARKS:
1 Soil Sample in 1-16 oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|-------------------------------------|---|-------------------------------|----------------------------|
| PROJECT PN- Pdo Ports Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MW-2B | SHEET 1 OF 3 |
| LOCATION 15' NE of MW-2 | CONTRACT NO. 426-99-006 | SURFACE ELEV. | |
| DRILLER P Pennell | | DATE 9/8/00 | |

| | | | | | | | | |
|--------------------------------|-------------------|------|-----------------------------|-----------------------|--------------------|------|-------|-----------------------------|
| SPOON 3 | O.D. 2 3/8 | I.D. | CASING SIZE Auger | HOLE TYPE 4 | GROUND WATER LEVEL | | | |
| HAMMER 140 # FALL 30 | | | HAMMER | # FALL | Date | Time | Depth | Remarks |
| DRILLER P Pennell | | | | | 9/8/00 | | | No water encountered |
| SUPERVISOR D Howe | | | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | O.D. I.D. |
|----------------------------------|-----------|-------------------|--------------|--------------|---|-------------------|
| | 0 | | | | Asphalt Crushed Stone | 0.0 0.5 1.0 |
| land Auger | | Hand Auger | Full | 1 | Fill - M-F Reddish Brown Sand, Tr Silt, Tr Gravel | |
| | | | | 2 | Fill - M-F Brown Sand, Tr Silt, Tr Gravel | |
| | 5 | | | 3 | Same | |
| ollow Silty Auger | | | | | No Sampling 6'-11' | |
| | 10 | | | | | 11.0 |
| | | 1 | 6" | 4 | Black & Gray, organic silty clay, Tr Black Post | 11.5 |
| | | | | | Bottom of Barrels | |
| | 15 | | | | All samples checked with PID Meter 5th 4 11'-11.5' Sausal for Testing Remainder samples discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN-PJO Ports Fac

LOCATION: 25' NE of MW-2

DATE: 9/8/00

BORING No: BX-MW-2B

TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE 9/8/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample in 1-16oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|--------------------------------------|---|-----------------------------------|----------------------------|
| PROJECT PN- Pto Ports Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BM-MW-2C | SHEET 1 OF 3 |
| LOCATION 25' South of MW-2 | | CONTRACT NO. 476-99-006 | SURFACE ELEV. |
| DRILLER P Pennell | | | DATE 9/8/00 |

| | | | | | | | | |
|--------------------------|-------------------|------|------------------------------|-----------------------|--------------------|-------------|------------|-----------------------------|
| SPOON 3 | O.D. 8 3/4 | I.D. | CASING SIZE Augers | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER Safety | HAMMER | | | | Date | Time | Depth | Remarks |
| 1 1/2 | # FALL 30 | | | # FALL | 9/8/00 | 1:40 | Dry | No water encountered |
| SPECTOR D Howe | | | | | | | | |

| CASING ROWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------------|-------|-------------------|--------------|--------------|--|-------------------|
| | 0 | | | | Asphalt Crushed Stone | 0.0 0.5 1.0 |
| Land Auger | | Hard Auger | Full | 1 | Fill - M-F Brown Sand, Tr Silt, Tr Gravel | 1.5 |
| | | | | 2 | Fill - M-F Dk Brown Sand, Little ^{dk} Gray organic silty clay | |
| | 5 | | | 3 | Same | |
| fallow stem augers | | | | | 2 Attempts to Recover Sample | 10.0 |
| | 10 | 1-1 | 7" | 4 | Black & Gray organic silty clay, Tr Veg | 11.5 |
| | | | | | Bottom of Boring | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N. J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|-----------------------------|------------------------------|
| PROJECT: PN- Pdc Ports Fac | |
| LOCATION: #5' South of MW-2 | DATE: 9/1/00 |
| BORING No: BM-MW-2C | TOTAL No. OF SAMPLES: 1 Soil |

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE 9/1/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample In 1-16oz Jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|---|-------------------------------|------------------------|
| PROJECT PN- P+O Potts Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MU-2D | SURFACE ELEV. |
| LOCATION 275' South of MW-7C | CONTRACT NO. 426-99-006 | | DATE 10/2/00 |

| | | | | | | | | |
|-----------------------------|--------------------|-------|-----------------------------|-----------------------|--------------------|-------------------------|-------------|----------------------------|
| SPOON 3 | "O.D. 3 3/8 | "I.D. | CASING SIZE Auger | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER Safety | | | | | Date | Time | Depth | Remarks |
| # FALL 30 | | | | | 10/2 | 12³⁰P | 4.5' | while Hand Augering |
| DRILLER P Pennell | | | | | | | | |
| SPECTOR D Howe | | | | | | | | |

| CASING BLOWS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|------------------|-------|-------------------|-------------|-----------|--|--------------------|
| | 0 | | | | Depth of pushed stone | 0.0 5.4 10.0 |
| | | Hand Auger | FULL | | Fill - M-F Brown Sand, Tr. Silt, Tr. Gravel | |
| | 5 | | | | Fill - dk Gray clayey silt & F Sand, Tr. Concrete, Tr. Gravel | |
| | | | | | | |
| | 10 | 2-2 | 18" | 1 | Black & Brown clayey silt, Little Gray organic silt, Tr. Black Root | 10.0 |
| | | | | | Bottom of Boring ↗ | |
| | 15 | | | | All Soil checked with PID Meter, s#1 11'-11.5' saved for Testing | |
| | | | | | Remaining Soil discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|---|------------------------------|
| PROJECT: PN-OTO Ports Fee | |
| LOCATION: 10 25' South of BH-MW-2C | DATE: 10/2/00 |
| BORING No: BH-MW-2D | TOTAL No. OF SAMPLES: 1 Soil |

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE 10/2/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample in 1-1602 jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | | | |
|----------------------------------|--|--------------------------------------|----------------|------------------------|----------------------------------|
| PROJECT PN - P&C Ports Fac | | NAME OF CONTRACTOR Craig Drilling | | BORING NO. BM-MW-2E | SHEET 1 OF 3 |
| LOCATION E 25' NE of BM-MW-2B | | CONTRACT NO. 426-99-006 | | SURFACE ELEV. | |
| SPOON 3 "O.D. 2 3/8 "I.D. | | CASING SIZE Augers | HOLE TYPE 1 | GROUND WATER LEVEL | |
| HAMMER 14C # FALL 20 | | HAMMER # FALL | | Date | Time |
| DRILLER P Pannofy | | | | 10/2/00 | 2:30 |
| SUPERVISOR D Howe | | | | Depth | Remarks |
| | | | | | open hole at Dr Finish of Boring |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS | |
|--------------------|-------|-------------------|--------------|--------------|--|------|
| | | | | | LINE LOCATES CHANGE OF PROFILE | OID |
| | 0 | | | | Top of Crushed Stone | 0.0 |
| Hand Auger | | Hand Auger | F/V | | Fill - M-F Brown Sand, Tr SILT, Tr Gravel | 1.0 |
| Yellow Stam Augers | 5 | | | | Fill - Dk Brown SILT & M-F Sandy Tr Gravel (Auger cuttings) | |
| | 10 | 1-2-2 | 18' | 1 | Black & Gray organics silt & clay, F F Sand | 10.0 |
| | | | | | Bottom of Boring | 11.5 |
| | 15 | | | | All soil checked with PID Meter S# 1 11-11.5' saved for testing Remaining soil discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0' - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

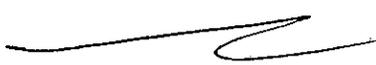
ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|--------------------------------|------------------------------|
| PROJECT: PN- Pto Potts Fr | |
| LOCATION: #25 line of BH-MW-2B | DATE: 10/2/00 |
| BORING No: BH-MW-2E | TOTAL No. OF SAMPLES: 1 Soil |

SIGNATURE OF ALL

PRESENT AT SAMPLING

| | | |
|---|--------------|-----------|
| RELINQUISHED | DATE 10/2/00 | RECEIVED |
| BY (SIGN)  | TIME | BY (SIGN) |

| | | |
|--------------|------|-----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |

| | | |
|--------------|------|----------|
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY LAB |

REMARKS:

1 Soil Sample Fr 1-16oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|------------------------------------|---|----------------------------------|----------------------------|
| PROJECT PN- Pto Ports Fc | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH- MW-13A | SHEET 1 OF 3 |
| LOCATION 25' NW of MW-13 | | CONTRACT NO. 426-99-00 | SURFACE ELEV. |
| | | | DATE 9/7/00 |

| | | | | | | | |
|------------------------------|-------------|-----------------------|--------------------|---------------|--------------|------------|---------|
| SPOON Hand Auger | CASING SIZE | HOLE TYPE 1 | GROUND WATER LEVEL | | | | |
| HAMMER | HAMMER | # FALL | # FALL | Date | Time | Depth | Remarks |
| | | | | 9/7/00 | 11:30 | Dry | |
| DRILLER P. Pennaly | | | | | | | |
| SPECTOR D Howe | | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-------|-------------------|--------------|--------------|--|-------------------|
| | 0 | | | | Asphalt Crush/Stone | 0.0 0.5 1.0 |
| Hand Auger | | Hand Auger | Full | 1 | Fill-M-P Sand, Tr Silty, Tr Gravel | 3.0 |
| | 5 | | | 2 | Fill-M-P DK Gray Sand, Little Organic Silty clay | 5.0 |
| | 7 | | | 3 | Fill- DK Gray, organic silty clay & some F Sand | 7.0 |
| | | | | | Bottom of Boring ↗ | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

All Samples checked with PID Meter
S# 3 6.5'-7' saved for Testing
Remaining Samples Discarded

NOTES: 1 — Length recovered; 0" — Loss of Sample, T — Trap used
2 — U = undisturbed; A = auger; OER = open end rod; V = vane
3 — Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|---------------------------|------------------------------|
| PROJECT: PH-PJO Ports Fac | |
| LOCATION: #5' NW of MW-B | DATE: 9/7/00 |
| BORING No: BH-MW-13A | TOTAL No. OF SAMPLES: 1 Soil |

SIGNATURE OF ALL PRESENT AT SAMPLING 

| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|---|--------|--------------------|
|  | 9/7/00 | |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY LAB |

REMARKS:
1 Soil Sample for 1-kg for

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section
BORING REPORT

SHEET 1 OF 3
SURFACE ELEV. _____
DATE 9/7/00

PROJECT PN - P&O Ports Fac
LOCATION - 5' NE of MW-13

NAME OF CONTRACTOR Craig Drilling
BORING NO. MW-13B
CONTRACT NO. 426-99-006

SPOON Hand D. Auger I.D.
CASING SIZE _____
HOLE TYPE 1
HAMMER _____
FALL _____
INSPECTOR P. Parnell
D. Howe

| GROUND WATER LEVEL | | | |
|--------------------|------|-------|---------|
| Date | Time | Depth | Remarks |
| 9/7 | 15 P | dry | |

| CASING DEVS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|-----------------|-------|----------------|----------|-----------|--|-------------------|
| | 0 | | | | Asphalt crushed Stone | 0.0 0.5 1.0 |
| | | Hand Auger | Full | 1 | Fill - M-F Brown Sand, TIS, IT, TI Gravel | 3.0 |
| | 5 | | | 2 | Misc Fill - Sand, organic silty clay, Gravel, wood, Metal, ETC | |
| | | | | 3 | Fill - DK Gray organic silty clay, Little F Sand | 7.0 |
| | | | | | BOTTOM of Boring | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

All Samples checked with PID Meter
S# 3 6IS - 7 Saved for Testing
Remaining Samples Discarded

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN - Pto Ports Fse

LOCATION: ±5' NE of MW-13

DATE: 9/7/00

BORING No: BH-MW-13B

TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample for 1600g Au

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|--|---|-----------------------------------|----------------------------|
| PROJECT PN- Pto Ports Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. PN-MU-13C | SHEET 1 OF 3 |
| LOCATION ± 5' South of MU-13 | | CONTRACT NO. 426-99-006 | SURFACE ELEV. |
| SPOON Hand Auger I.D. | | DATE 9/7/00 | |

| | | | | |
|-----------------------------|-----------------------|--------------------|-------------|-------------|
| CASING SIZE | HOLE TYPE 4 | GROUND WATER LEVEL | | |
| HAMMER | HAMMER | Date | Time | Depth |
| # FALL | # FALL | 9/7 | 2:15 | Dr-y |
| DRILLER P Pennell | | Remarks | | |
| INSPECTOR D Hour | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-------|-------------------|--------------|--------------|--|------------------|
| | 0 | | | | Asphalt Crushed Stone | 00 0.5 1.0 |
| | | Hand Auger | Full | 1 | Fill - M-F Brown Sand, Tr Silty, Tr Gravel | 30 |
| | 5 | | | 2 | Misc Fill - Sand, organic silty clay, Gravel, Wood, ETC | SD |
| | | | | 3 | Fill - DE Gray organic silty clay, Tr RB clay, Silty, Tr FGry Sand | 20 |
| | 10 | | | | Bottom of Boring | |
| | 15 | | | | All samples checked with PID Meter s# 3 6.1' - 7' Small for Testing All Remaining Samples Discarded | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN- Pto Ports Fee
LOCATION: #5' South of MW-13 DATE: 9/7/00
BORING No: BH- MW-13C TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL PRESENT AT SAMPLING 

| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
|---|--------|--------------------|
|  | 9/7/00 | |
| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY (SIGN) |
| RELINQUISHED BY (SIGN) | DATE | RECEIVED BY LAB |

REMARKS:
1 Soil Sample In 1-16 oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3
SURFACE ELEV.

| | | | |
|--|---|-----------------------------------|------------------------|
| PROJECT PN- P20 Ports Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MU-13D | DATE 10/3/00 |
| LOCATION 275' South of BH-MU-13C | | CONTRACT NO. 426-99-006 | |

| | | | | | | |
|--------------------------------|------------------------------------|-----------------------|------------------------|------------------------|---------------------|-------------------------|
| SPOON 3 | CASING SIZE "O.D. 2 3/8" | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER 140 # FALL 30 | | | Date 10/3/00 | Time 8:25 am | Depth 6.5 | Remarks S # 1 |
| INSPECTOR P. Pennell | | | | | | |

| CASING DEPTH IN FEET | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|----------------------|-------|-------------------|-------------|-----------|--|-------------------|
| | 0 | | | | Asphalt Crushed Stone | 0.0 0.3 1.0 |
| | 5 | Hand Auger | Full | | Fill - M-F Brown Sand, Tr Silt, Tr Gravel | |
| | | | | | Misc Fill - Pip Rapp, Silt, Sand, Gravel, ETC | |
| | | | | | Tr F Black Sand 6.0 | |
| | | 11-13 | 6.0" | 1 | Fill - Red Brown clayey silt, Some black & gray organic silt/clay | |
| | | | | | Bottom of Boring | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PIN Pto PORTS Fac

LOCATION: #25 South of Bx-MW-13C

DATE: 10/3/00

BORING No: Bx-MW-13D

TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE 10/3/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample In A 1-16oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| |
|---------------|
| SHEET 1 OF 3 |
| SURFACE ELEV. |
| DATE 10/3/00 |

PROJECT: PN- P&O Ports Fac
LOCATION: 25' NW of BH-MU-13A

NAME OF CONTRACTOR: Craig Drilling
BORING NO.: BH-MU-13E
CONTRACT NO.: 426-99-006

SPOON: 3 "O.D. 2 3/8" "I.D."
HAMMER: Safety # FALL 30
MILLER: P Pennell
INSPECTOR: P Howe

| GROUND WATER LEVEL | | | |
|--------------------|------|-------|---------|
| Date | Time | Depth | Remarks |
| 10/3/00 | | Dry | |

| CASING DWS/FT. | DEPTH | SPOON BLOWS/6" | RE- ¹ COV'D | SAMP. ² NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | C.I.C. |
|----------------|-------|----------------|------------------------|------------------------|--|-------------------|
| | | | | | Asphalt Crushed Stone | 0.0 0.3 1.0 |
| | | Hand Auger | Full | | Fill - M-F Brown Sand, Tr SILT, Tr Gravel | |
| | 5 | | | | Misc Fill Rip Rap, Red Brown Clayey SILT, Black Gray organic SILT, clay, F Ok Gray Sand | 6.0 |
| | 10-10 | 11" | | 1 | Fill - Black & Gray organic SILT, Clay, Some PB clayey SILT | 7.0 |
| | | | | | Bottom of Boring | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: *PN- Pto Ports Fac*
LOCATION: *#25 N W BAY BH-MW-13D* DATE: *10/3/00*
BORING No: *BH-MW-13E* TOTAL No. OF SAMPLES: *1 Soils*

SIGNATURE OF ALL

PRESENT AT SAMPLING

| | | |
|------------------------------|---------------------|-----------|
| RELINQUISHED | DATE <i>10/3/00</i> | RECEIVED |
| BY (SIGN) <i>[Signature]</i> | TIME | BY (SIGN) |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY (SIGN) |
| RELINQUISHED | DATE | RECEIVED |
| BY (SIGN) | TIME | BY LAB |

REMARKS:

1 Soil sample in 1-lb on jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|---------------------------------------|---|-----------------------------------|-----------------------|
| PROJECT PN - Pto Parts Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MW-14A | SURFACE ELEV. |
| LOCATION 23' South of MW-14 | | CONTRACT NO. 426-99-006 | DATE 9/7/00 |

| | | | | | | |
|-------------------------------------|-------------|-----------------------|--------------------|-----------------------|------------|---------|
| SPOON and O.D. Auger I.D. | CASING SIZE | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| # FALL | HAMMER | # FALL | Date | Time | Depth | Remarks |
| | | | 9/7/00 | 3⁰⁰ | Dry | |
| DRILLER P Pennell | | | | | | |
| INSPECTOR D Howe | | | | | | |

| CASING DWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE |
|-------------------|-------|-------------------|--------------|--------------|--|
| | 0 | | | | Asphalt crushed stone |
| | | Hand Auger | Full | 1 | Misc Fill - Cinders, Sand, Gravel, Silt, Brick, Wood, etc |
| | | | | | Bottom of Boring → |
| | 5 | | | | |
| | 10 | | | | All Samples checked with PID Meter Silt 1.5-2' Squared for Testing, Remaining Sample Discarded. |
| | 15 | | | | |
| | 20 | | | | |
| | 25 | | | | |

NOTES: 1 — Length recovered; 0" — Loss of Sample, T — Trap used
 2 — U = undisturbed; A = auger; OER = open end rod; V = vane
 3 — Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN - PJO PORTS FAC
LOCATION: # 3' South of MW-17 DATE: 9/7/00
BORING No: BH-MW-17A TOTAL No. OF SAMPLES: 1

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample in 16 oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|-------------------------------|--------------------------------------|-------------------------|---------------|
| PROJECT PX- Pto Ports Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MW-14B | SURFACE ELEV. |
| LOCATION E 3 west of MW-14 | CONTRACT NO. 486-99-006 | DATE 9/8/00 | |

| | | | | | | |
|---------------------------------|------------------|----------------|--------------------|------|-------|---------|
| SPOON Hand .O.D. Auger .I.D. | CASING SIZE | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER # FALL | HAMMER # FALL | | Date | Time | Depth | Remarks |
| | | | 9/8/00 | | Dry | |
| DRILLER P Pennell | | | | | | |
| SPECTOR D Howe | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. ² NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-------|-------------------|--------------|---------------------------|---|-------------------|
| | 0 | | | | Asphalt crushed stone | 0.0 0.5 1.0 |
| | | Hand Auger | Full | 1 | Misc Fill - Cinders, Sand, concrete, silt, mud, etc | 2.0 |
| | | | | | Bottom of Boring | |
| | 5 | | | | | |
| | 10 | | | | Sample checked with PID Meter 5 th 1.5-2' saved for testing Remaining sample discarded | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN-PJO Posts Fac

LOCATION: ± 3' west of MXU-14

DATE: 7/8/00

BORING No: BN-MXU-14B

TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample in 1-H600g jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | | | | | |
|--------------------------------------|--|---|--|--------------------------------|------|----------------------------|---------|
| PROJECT PN- PJO Ports Fac | | NAME OF CONTRACTOR Craig Drilling | | BORING NO. BN-MW-14C | | SHEET 1 OF 3 | |
| LOCATION #3 EAST of MW-14 | | CONTRACT NO. 426-99-006 | | DATE 9/8/00 | | SURFACE ELEV. | |
| SPOON Hand O.D. Auger I.D. | | CASING SIZE | | HOLE TYPE 1 | | GROUND WATER LEVEL | |
| HAMMER # FALL | | HAMMER # FALL | | Date 9/8/00 | Time | Depth Dry | Remarks |
| DRILLER P. Pennell | | | | | | | |
| INSPECTOR D. Howe | | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. ² NO. | *SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-------|-------------------|--------------|---------------------------|---|-----|
| | 0 | | | | Asphalt crushed stone | 0.0 |
| | | Hand Auger | Full | 1 | Misc Fill - Sand, Cinders, Gravel, Concrete, ETC | 2.0 |
| | | | | | Bottom of Boring | |
| | 5 | | | | | |
| | | | | | Sample checked with PID Meter | |
| | | | | | Sample #1 1.5-2' Saved for Testing | |
| | | | | | Remaining Sample Discarded | |
| | 10 | | | | | |
| | | | | | | |
| | 15 | | | | | |
| | | | | | | |
| | 20 | | | | | |
| | | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

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ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN- Pto Parts Fnc

LOCATION: #3' East of M4-14

DATE: 9/8/00

BORING No: BM-M4-14 C

TOTAL No. OF SAMPLES: 1 Seal

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Seal Sample In 1-16oz jar

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | |
|--------------------------------------|---|--------------------------------|----------------------------|
| PROJECT PN- Pto Ports Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BH-MW-14D | SHEET 1 OF 3 |
| LOCATION 3' North of MW-14 | CONTRACT NO. 406-99-006 | DATE 9/8/00 | SURFACE ELEV. |

| | | | | | | |
|------------------------------------|-------------|-----------------------|--------------------|------|------------|---------|
| SPOON Hand D. Auger I.D. | CASING SIZE | HOLE TYPE L | GROUND WATER LEVEL | | | |
| MMER | HAMMER | | Date | Time | Depth | Remarks |
| # FALL | # FALL | | 9/8 | | Dry | |
| DRILLER P Pennell | | | | | | |
| SPECTOR D Howe | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. ² NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-------|-------------------|--------------|---------------------------|--|-------------------|
| | 0 | | | | Asphalt Crushed Stone | 0.0 0.5 1.0 |
| | | Hand Auger | Full | 1 | Misc Fill - Sand, Silt, Gravel, Wood, Metal, etc | 2.0 |
| | | | | | Bottom of Boring | |
| | 5 | | | | | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

Sample checked with PID Meter
Sample #1 1.5-2' Saved for Test
Remaining Sample Discarded

NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
2 - U = undisturbed; A = auger; OER = open end rod; V = vane
3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: *PN - PJO PORTS FAC*

LOCATION: *± 3' North of MW-14* DATE: *9/8/00*

BORING No: *BH-MW-14D* TOTAL No. OF SAMPLES: *1 Seal*

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED *[Signature]* DATE *9/8/00* RECEIVED

BY (SIGN) TIME BY (SIGN)

RELINQUISHED DATE RECEIVED

BY (SIGN) TIME BY (SIGN)

RELINQUISHED DATE RECEIVED

BY (SIGN) TIME BY LAB

REMARKS:

1 Seal Sample in 1-lb bag for

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--|---|-----------------------------------|------------------------|
| PROJECT <i>PN - Ptd Ports Fac</i> | NAME OF CONTRACTOR <i>Craig Drilling</i> | BORING NO. <i>BH-MW-14E</i> | SURFACE ELEV. |
| LOCATION <i>25' west of BH-MW-14B</i> | | CONTRACT NO. <i>426 99-006</i> | DATE <i>10/3/00</i> |

| | | | | | | |
|---------------------------------------|----------------------|-----------------------|--------------------|------------------------|------------|---------|
| SPOON <i>and "O.D. Auger" I.D.</i> | CASING SIZE | HOLE TYPE <i>1</i> | GROUND WATER LEVEL | | | |
| HAMMER # FALL | HAMMER # FALL | | Date | Time | Depth | Remarks |
| | | | <i>10/3</i> | <i>10³⁰</i> | <i>Dry</i> | |
| DRILLER <i>P Perrotti</i> | | | | | | |
| SUPERVISOR <i>D Moore</i> | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. ² NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-----------|-------------------|--------------|---------------------------|--|----------------------------|
| | | | | | <i>Asphalt Crushed Stone</i> | <i>0.0 0.9 1.0</i> |
| | | <i>Hand Auger</i> | <i>Full</i> | <i>1</i> | <i>Misc Fill - Gravel, Crushed Stone, Sand, Silt, Mortar, ETC</i> | |
| | | | | | <i>Bei Dornat Boring</i> | |
| | <i>5</i> | | | | <i>SPT checked with YIP Motoy 1.5' - 2.0' Spaul for Testing Remaining Sample Discarded</i> | |
| | <i>10</i> | | | | | |
| | <i>15</i> | | | | | |
| | <i>20</i> | | | | | |
| | <i>25</i> | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|----------------------------------|------------------------------|
| PROJECT: PN-020 Parts Fac | |
| LOCATION: #25' west of BA-MW-14B | DATE: 10/7/00 |
| BORING No: BA-MW-13E | TOTAL No. OF SAMPLES: 1 Soil |

SIGNATURE OF ALL



PRESENT AT SAMPLING

RELINQUISHED



DATE 10/7/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil sample in 1-lb bag

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

SHEET 1 OF 3

| | | | |
|--------------------------------------|--------------------------------------|-------------------------|---------------|
| PROJECT PN- Pdo Parts Fac | NAME OF CONTRACTOR Crazy Drilling | BORING NO. BH-MU-14F | SURFACE ELEV. |
| LOCATION E 25' South of BH-MU-14A | CONTRACT NO. 42699-006 | DATE 10/3/00 | |

| | | | | | | |
|-------------------------------|-------------|----------------|--------------------|------------------|-------|---------|
| SPOON Hand O.D. Auger I.D. | CASING SIZE | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER | HAMMER | | Date | Time | Depth | Remarks |
| # FALL | # FALL | | 10/3 | 11 ⁰⁰ | dry | |
| DRILLER P. Perrelli | | | | | | |
| SPECTOR Offshore | | | | | | |

| CASING FOWS/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|--------------------|-------|-------------------|--------------|--------------|---|-------------------|
| | 0 | | | | Asphalt crushed Stone | 0.0 0.3 1.0 |
| | | Hand Auger | Full | 1 | Misc Fill - Cinders, Sand, Gravel, Brick, Concrete, ETC | 2.0 |
| | | | | | Bottom of Boring | |
| | 5 | | | | | |
| | 10 | | | | S#1 checked with PID Meter 1.5-2.0' Saved for Testing. Remaining Sample Discarded | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN- Pdc Ports Fac

LOCATION: ±25' South of B#-NW-14A

DATE: 10/3/00

BORING No: B#-NW-14F

TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE 10/3/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample in 1-bag per

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section

BORING REPORT

| | | | | | | | |
|--|--|---|--|-----------------------------------|--|------------------------|--|
| PROJECT PN - Pto Parts Fac | | NAME OF CONTRACTOR Craig Drilling | | BORING NO. BH-MW-14G | | SHEET (OF) | |
| LOCATION = 25' North of BH-MW-14 D | | | | CONTRACT NO. 426-99-006 | | DATE 10/3/00 | |
| SPOON Hand O.D. Auger I.D. | | CASING SIZE | | HOLE TYPE L | | GROUND WATER LEVEL | |
| HAMMER # FALL | | HAMMER # FALL | | Date 10/3/00 | | | |
| DRILLER P. Pennell | | SPECTOR D. Howe | | Depth Dry | | Remarks | |

| CASING SIZES/FT. | DEPTH | SPOON BLOWS/6" | RE- COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS | |
|---------------------|-----------|-------------------|--------------|--------------|---|----------------------------|
| | | | | | LINE LOCATES CHANGE OF PROFILE | |
| | C | | | | Asphalt crushed stone | 0.0 0.3 1.0 |
| | | Hand Auger | Full | 1 | Fill - M-F-LT Brown Sand To Silt, Fr Gravel, Fr Cobles | 2.0 |
| | | | | | Bottom of Boring → | |
| | 5 | | | | | |
| | 10 | | | | | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

NOTES: 1 - Length recovered; 0" - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

PROJECT: PN Pto Port, Pac

LOCATION: #25' North of BN-MW-14D DATE: 10/3/00

BORING No: BN-MW-14G TOTAL No. OF SAMPLES: 1 Soil

SIGNATURE OF ALL

PRESENT AT SAMPLING

RELINQUISHED

DATE 10/3/00

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY (SIGN)

RELINQUISHED

DATE

RECEIVED

BY (SIGN)

TIME

BY LAB

REMARKS:

1 Soil Sample In 1-kg bag

THE PORT AUTHORITY OF NY & NJ

Engineering Department
Construction Division
Materials Engineering Section
BORING REPORT

SHEET 1 OF 3

| | | | |
|-----------------------------------|--------------------------------------|-------------------------|---------------|
| PROJECT DN - Pto Port's Fac | NAME OF CONTRACTOR Craig Drilling | BORING NO. BM-MW-144 | SURFACE ELEV. |
| LOCATION 25' East of BM-MW-144 | CONTRACT NO. 426-99-006 | DATE 10/3/00 | |

| | | | | | | |
|-------------------------------|-------------|----------------|--------------------|---------|-------|---------|
| SPOON Hand o.d. Auger I.D. | CASING SIZE | HOLE TYPE 1 | GROUND WATER LEVEL | | | |
| HAMMER | HAMMER | | Date | Time | Depth | Remarks |
| # FALL | # FALL | | 10/3 | 12:15 P | Dry | |
| DRILLER P. Parnely | | | | | | |
| SUPERVISOR D. Howe | | | | | | |

| CASING BLOWS/FT. | DEPTH | SPOON BLOWS/6" | RE-COV'D | SAMP. NO. | SAMPLE DESCRIPTION AND REMARKS LINE LOCATES CHANGE OF PROFILE | |
|------------------|-------|----------------|----------|-----------|--|-------------------|
| | 0 | | | | Asphalt Crushed Stone | 0.0 0.5 1.0 |
| | | Hand Auger | Full | 1 | Misc Fill - Cinders, Mortar, Sand Gravel, ETC | 2.0 |
| | | | | | Bottom of Boring | |
| | 5 | | | | | |
| | 10 | | | | Sample #1 checked with PID Meter 1.5-2.0' Sawal for Testing Remaining Sample Discarded | |
| | 15 | | | | | |
| | 20 | | | | | |
| | 25 | | | | | |

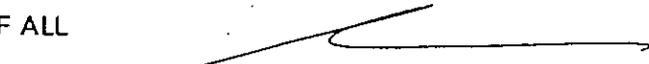
NOTES: 1 - Length recovered; 0* - Loss of Sample, T - Trap used
 2 - U = undisturbed; A = auger; OER = open end rod; V = vane
 3 - Log depth of change in color of wash water, loss of water, artesian water, sand heave in casing, etc.

THE PORT AUTHORITY OF N.Y. & N.J.

ENGINEERING DEPARTMENT
MATERIALS ENGINEERING DIVISION
CHAIN OF CUSTODY RECORD

Sheet 3 of 3

| | |
|---|-------------------------------------|
| PROJECT: <i>PN POC Ports Fac</i> | |
| LOCATION: <i>#25' west of BH-MW-14C</i> | DATE: <i>10/3/00</i> |
| BORING No: <i>BH-MW-14A</i> | TOTAL No. OF SAMPLES: <i>1 Soil</i> |

SIGNATURE OF ALL PRESENT AT SAMPLING 

| RELINQUISHED BY (SIGN) | DATE TIME | RECEIVED BY (SIGN) |
|---|----------------|--------------------|
|  | <i>10/3/00</i> | |
| RELINQUISHED BY (SIGN) | DATE TIME | RECEIVED BY (SIGN) |
| RELINQUISHED BY (SIGN) | DATE TIME | RECEIVED BY LAB |

REMARKS:
1 Soil sample to 1-1603 feet

ACKNOWLEDGEMENTS

FOR THE PORT AUTHORITY

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 5th day of October in the year 2004, 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 DIRECTOR, PORT COMMERCE DEPT. whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie M. Edwards

(notarial seal and stamp)

FOR THE LESSEE Marie M. Edwards
Notary Public, State of New York
No. 01ED4959693
Qualified in Kings County
Commission Expires Jan. 6, 2006

STATE NEW JERSEY)
)ss.
COUNTY OF ESSEX)

On the 5th day of OCTOBER in the year 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared DONALD P. HAMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Andrea Goc

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/07

**UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.**

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 5 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the addition of a 15-acre area to the Lease (the "Area A1A"), as such Area A1A is more fully depicted on Exhibit A-1a attached to the Lease Supplement.

NOW, THEREFORE, it is

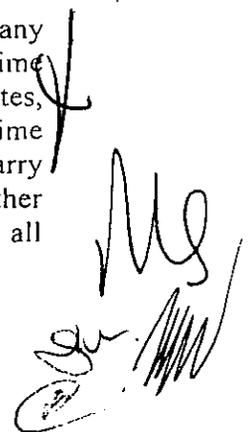
RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

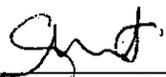
RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all



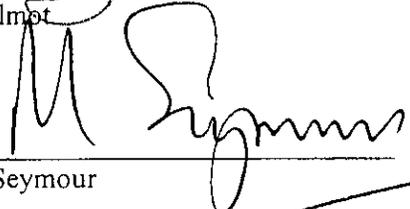
such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

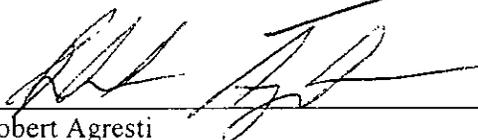
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 21 day of September, 2004.



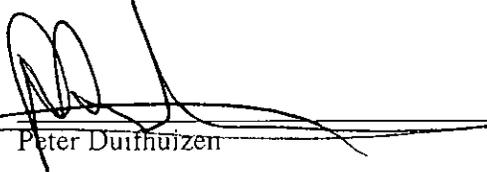
Gary Willmot



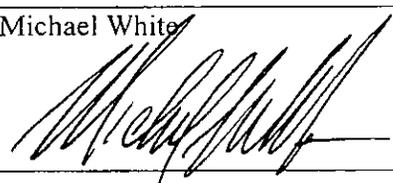
Michael Seymour



Robert Agresti



Peter Duijhuizen

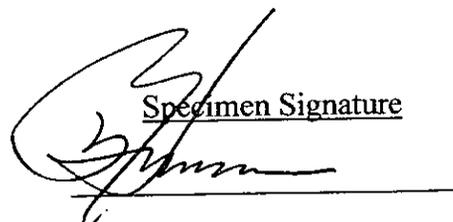
Michael White


PORT NEWARK CONTAINER TERMINAL, L.L.C.

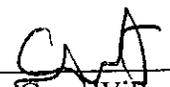
CERTIFICATE OF MANAGER

For purposes of reliance by The Port Authority of New York & New Jersey (the "Port Authority") in connection with supplement nos. 4 and 5 (collectively, the "Lease Supplements") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) between the Port Authority and Port Newark Container Terminal, L.L.C., a Delaware limited liability company (the "Company"), the undersigned hereby certifies that he is a manager of the Company, and further certifies that Don Hamm, whose specimen signature appears below, is the duly appointed President of the Company and that he is authorized to execute and deliver each of the Lease Supplements on behalf of the Company.

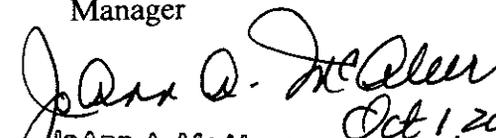
| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
| Don Hamm | President |

Specimen Signature


IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 29th day of September, 2004.



Gary Willmot
Manager


JoAnn A. McAloer
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/16/2007
Oct 1, 2004

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 13, 2007, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called "the Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. Section 48 of the Lease requires approval by the Port Authority of certain changes in the ownership or control of the Lessee and of certain entities having direct or indirect beneficial ownership of the Lessee. The Lessee has requested on a without prejudice basis that the Port Authority grant its approval to the following transfers and acquisitions: (a) the acquisition in August 2005 of Nedlloyd Holding B.V. (formerly known as Royal P&O Nedlloyd N.V.) by A.P. Moller-Maersk AS (hereinafter called "the Nedlloyd Acquisition"); (b) the acquisition in March 2006 of the stock of The Peninsular and Oriental Steam Navigation Company (hereinafter called "P&O") by Thunder FZE, a wholly-owned subsidiary of Dubai Ports World (hereinafter called "DPW"), pursuant to court sanctioned schemes of arrangement under section 425 of the Companies Act 1985, England and Wales (hereinafter called "the P&O Acquisition"); (c) the acquisition on a date and time subsequent to the date first above written (which subsequent date and time are hereinafter collectively called "the Closing Date") by P&O Ports North America, Inc. (hereinafter called "POPNA") of the 50% membership interest (constituting 500 membership units) in the Lessee owned by Farrell Lines Incorporated (hereinafter called "Farrell") pursuant to a Sale and Purchase Agreement dated November 20, 2006 by and among Farrell, POPNA, P&O and the Lessee (hereinafter called "the Farrell Acquisition"); and (d) the acquisition on the Closing Date by Ports America, Inc. (hereinafter called "Ports America"), a wholly-owned subsidiary of AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), of all of the outstanding stock of POPNA from P&O Holdings, Inc., an indirect subsidiary of P&O and DPW (hereinafter called "Holdings"), pursuant to that certain Stock Purchase Agreement dated December 10, 2006, by and among P&O, Holdings, Ports America and AIGGIG (hereinafter called "the POPNA Acquisition" and, together with the Nedlloyd Acquisition, the P&O Acquisition and the Farrell Acquisition, hereinafter collectively called "the Acquisitions"). The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that, immediately following

the Closing Date, the Lessee's ownership and control shall be as set forth in Section 48 of the Lease, as such provision is restated, amended and set forth in the paragraph 3 of this Agreement.

2. The Port Authority hereby grants its approval to the transfers of and changes in ownership and control of the Lessee represented by the Acquisitions, with such approval to be granted *nunc pro tunc* to the date of each Acquisition under Section 48 of the Lease; *provided, however*, that such approval shall be effective as to any of the Acquisitions only if all of the Acquisitions are completed.

3. Immediately following the completion of the Farrell Acquisition and the POPNA Acquisition, Section 48 of the Lease, as amended by Supplement No. 2 to the Lease, shall be deleted and terminated in its entirety and replaced with a new Section 48, which reads as follows:

"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, and that the owner of all of the membership interests is 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 99 Wood Avenue South, 8th Floor, Iselin, New Jersey 08830, 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:

(i) On the date hereof: (A) one hundred percent (100%) of the outstanding capital stock of POPNA is owned by Ports America, Inc. (hereinafter called "PAI"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than PAI controls POPNA; (B) one hundred percent (100%) of the outstanding voting securities of PAI is owned by AIG Ports America, Inc. (hereinafter called "AIGPA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than AIGPA controls PAI; and (C) one hundred percent (100%) of the outstanding capital stock of AIGPA is owned by AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, and no person other than AIGGIG controls AIGPA.

(ii) On the date hereof, American International Group, Inc. ("AIG Parent"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, owns directly or indirectly, a majority of the outstanding voting securities of AIGGIG and AIG Parent controls AIGGIG.

(iii) It is expressly agreed by the Port Authority that at any time after the date hereof, AIGGIG and AIGPA may create a class of non-voting securities in PAI and transfer any of such non-voting securities in PAI to one or more Affiliates (including AIG Highstar Capital III, L.P.), provided that (A) AIGGIG shall give the Port Authority written notice of any such transfer, and (B) the representations in clauses (a)(2)(i) and (a)(2)(ii) above continue to be true in all respects as of such date.

(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. Therefore, the Lessee represents and agrees for itself and POPNA, 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 to any other person; nor shall POPNA 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 and POPNA, 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 that AIG Parent shall maintain its ownership of a majority of the voting securities of AIGGIG and that AIG Parent shall control AIGGIG. The Lessee further represents and agrees that without the prior written approval of the Port Authority: (A) AIGGIG shall maintain one hundred percent (100%) of the outstanding capital stock of AIGPA and no person other than AIGGIG shall control AIGPA, (B) AIGGIG shall maintain one hundred percent (100%) of the voting control, either through AIGPA or through another wholly owned Affiliate of

AIGGIG, of PAI, and (C) PAI shall maintain one hundred percent (100%) of the outstanding securities of POPNA.

(5)(i) In the event that AIG Parent enters into a binding agreement to transfer, transfers or sells, or otherwise agrees to transfer or sell, directly or indirectly, (A) a majority of the voting securities of AIGGIG or (B) control of AIGGIG, Lessee agrees to give the Port Authority written notice of such proposed transfer or sale within three (3) business days of public announcement of such transfer or sale or its learning of such proposed transfer or sale; following receipt by the Port Authority of such written notice, the Port Authority shall have sixty (60) days to notify Lessee and AIGGIG as to whether or not it will consent to such transfer of ownership or control of AIGGIG and the terms of such consent; provided, however, that if the transfer or sale referenced above to the party as detailed in the notice is not consummated, then the Port Authority shall have no right under this clause (a)(5) to terminate this Agreement pursuant to Section 25 hereof.

(ii) In the event that the Port Authority does not consent to such proposed transfer or sale of AIGGIG as provided above, Lessee and/or POPNA, PAI, AIGPA and AIGGIG shall have one (1) year from the consummation of such transfer or sale of AIGGIG during which time period Lessee, POPNA, PAI, AIGPA and AIGGIG shall use commercially reasonable efforts to consummate a sale or other transaction, the result of which is that Lessee will then be owned and controlled by an entity or person which has been consented to by Port Authority as provided in this Section 48(a)(5). During such time period, Lessee agrees on behalf of POPNA, PAI, AIGPA and AIGGIG to (A) provide the Port Authority with transaction updates from time to time, but no less frequently than monthly, (B) "ringfence" the management of PNCT such that none of PAI, POPNA, AIGPA or AIGGIG shall have any management or decision making authority over Lessee with respect to the management of the business or operations of Lessee during the period it takes to effect a transaction, (C) use commercially reasonable efforts to conduct the sale or transfer of Lessee in such a way as to minimize any adverse impact on the business and operations of the Lessee (the Port Authority and Lessee acknowledge and agree that this sub clause (C) is limited to the conduct of the relevant parties, and that the required sale or transfer and the determination of the actual entity to be sold or transferred to comply with this Section 48(a)(5) alone shall not constitute a breach of Lessee's obligations under this sub clause (C)), and (D) upon the execution of binding documents to effect such transaction, seek the required consent of the Port Authority to such transaction. For the limited purpose of this Section 48(a)(5), the standard for any required consent of the Port Authority shall be in accordance with the criteria established under that portion of the Official Minutes of the Port Authority adopted February 22, 2007, entitled "*Port Facilities - Consent to Transfers of Leases and Changes of Ownership Interests*" (the "Consent Criteria"); provided however, that the parties hereto agree that: (I) any commitment to maintain the existing management structure at the Lessee, including a management continuity plan instituted at the Lessee, POPNA, PAI, AIGPA, AIGGIG, as applicable, will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; (II) a demonstrated commitment to maintain the existing business plan (including budgeted capital expenditure amounts

previously included in the Lessee's business plan provided to the Port Authority and as publicly announced by Lessee and its affiliates on February 16, 2007) will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; and (III) the consideration contemplated in such Consent Criteria to be paid by Lessee to the Port Authority in connection with the Port Authority's grant of any required consent under this Section 48 (a)(5) shall be up to \$10,000,000, which amount shall be used by the Port Authority to fund or offset, as the case may be, past, existing or future capital investment projects undertaken by the Port Authority that were intended, or will be intended, as the case may be, to have a direct or indirect benefit to the port terminal leased by Lessee from the Port Authority pursuant to this Agreement.

(iii) In the event that Lessee, POPNA, PAI, AIGPA and AIGGIG, as applicable, have used commercially reasonable efforts to consummate a transaction as required by Section 48(a)(5) above, in the event that such transaction would otherwise have been consummated but for the granting by the Port Authority of its required consent, Lessee and the Port Authority shall negotiate in good faith an extension to the time period granted above to complete such a sale or other transaction to an alternative transferee, such extension period not to exceed two (2) months, and the Port Authority shall retain its right to consent hereunder, subject to the Consent Criteria.

(6) The Lessee acknowledges that it is contemplated that POPNA may become a publicly owned entity (as defined in paragraph (f) of this Section), or that a parent corporation of POPNA owning one hundred percent (100%) of the voting securities of and controlling POPNA (which parent corporation(s) are hereinafter individually and collectively called the "Parent Company" and include PAI, AIGPA or AIGGIG) may become a publicly owned entity. Notwithstanding any other provision of this Section 48, in the event that POPNA or the Parent Company shall become a publicly owned entity and, as a result of such transaction, the required ownership of POPNA set forth above in this Section 48 shall cease to be in effect, such failure to so maintain said ownership interests shall not be an event of default under this Section 48 granting the Port Authority the right to terminate this Agreement under Section 25 hereof; provided that POPNA or the Parent Company, as a publicly owned entity, shall be listed on a major stock exchange (as hereinafter defined); and provided further that, no individual, corporation, partnership or other entity (other than PAI, AIGPA, AIGGIG or a publicly owned entity listed on a major stock exchange in the event and so long as no individual, corporation, partnership or other entity shall have control of any class of outstanding voting securities of such publicly owned entity) shall control any class of the outstanding voting securities of POPNA or of the Parent Company unless the Port Authority shall have given its prior written consent thereto, and if any such event shall occur and be continuing then the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof. For the purposes of this Section 48, a "major stock exchange" shall be the London Stock Exchange, the Amsterdam Stock Exchange, the American Stock Exchange, the New York Stock Exchange, the NASDAQ Stock Market, the Singapore Stock Exchange or the Tokyo Stock Exchange.

(b) The Lessee acknowledges that 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 48 (taking into account any time periods provided in Section 48(a)(5) hereof) shall constitute 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 term "control" as used herein shall mean 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 and reporting requirements of the Securities Exchange Act of 1934, or any successor or substitute therefore, and any entity that has met any equivalent legal registration or listing requirement of Great Britain, the Netherlands, Singapore or Japan, as the circumstances require.

(g) The term "Affiliate" shall mean any person that is directly or indirectly controls, is controlled by or is under common control with such person.

(h) The Lessee shall promptly advise the Port Authority of any change in the representations made in paragraph (a)(1), (a)(2), (a)(3) or (a)(4) of this Section 48."

4. Section 40 of the Lease and Schedule "C" of the Lease are hereby deleted and terminated in their entirety and shall have no further force and effect from and after the date of this Agreement.

5. The Lessee agrees with the Port Authority that during the term of the Lease as herein amended:

(a) Compliance Certificates. The Lessee shall, subject to the confidentiality restrictions in clause (c) below, provide to the Port Authority, its designated agents and advisors at the same time, and in any event as soon as practicable after providing the same to the lenders under the Credit Agreement (as defined below), a copy of the certificates required to be provided by any of the independent public accountants, the chief financial officer of Ports America, Inc. ("PAI") or the chief executive officer of PAI under the credit agreement (the "Credit Agreement") dated as of March __, 2007 among PAI and the lenders named therein relating to the financing of the purchase by PAI of P&O North America, Inc. ("POPNA") with respect to (A) in the case of the independent public accountants, compliance with the financial covenants thereunder and (B) in the case of the chief financial officer or chief executive officer of PAI, the absence of any default or event of default thereunder; provided, that any such certificate(s) from the independent public accountants shall only be provided to the Port Authority hereunder to the extent the same is required to be delivered to the lenders pursuant to the Credit Agreement.

(b) Financial Reports. In the event that (i) Lessee fails to provide any of the compliance certificates to be delivered to the Port Authority pursuant to clause (a) above within five (5) business days of a request from the Port Authority to Lessee to provide such certificate(s) that have been delivered to the lenders as contemplated in clause (a) above, or (ii) any of the compliance certificates provided pursuant to clause (a) above indicates noncompliance with the financial covenants or a default or event of default under the Credit Agreement, then for the period covered by such certificate or so long as such noncompliance or default or event of default shall be continuing, as applicable, the Lessee shall make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, each of the following:

(i) Quarterly Reports. As soon as available, and in any event within 60 days after the end of each of the first three quarters of each fiscal year, the unaudited balance sheet of Lessee as of the close of such quarter and related statements of income and cash flow for such quarter and that portion of the fiscal year ending as of the close of such quarter, setting forth in comparative form the figures for the corresponding period in the prior fiscal year certified by the chief executive officer of the Lessee as fairly presenting in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated in accordance with GAAP (subject to the absence of footnote disclosure and normal year-end audit adjustments).

(ii) Annual Reports. As soon as available, and in any event within 120 days after the end of each fiscal year, the balance sheet of Lessee as of the end of such year and related statements of income, stockholders' equity and cash flow for such fiscal year, each prepared in accordance with GAAP, together with a certification by independent certified public accountants for the Lessee that such financial statements fairly present in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated therein in accordance with GAAP without qualification as to the scope of the audit or as to going concern and without any other similar qualification.

(c) Labor Matters. The Lessee shall give the Port Authority notice (which notice may be made by telephone if promptly confirmed in writing), promptly after, and in any event within ten (10) days after the chief executive officer of the Lessee knows or has reason to know of, the commencement of any Labor Activity (as defined below) at the premises which has materially interfered, or could reasonably be expected to materially interfere, with the operation of the premises. As used in this clause (c), "Labor Activity" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns or labor disputes.

(d) Maintenance of PNCT Books and Records. The Lessee shall: (i) maintain books, records and accounts with respect to the business and operations of Lessee on a separate stand-alone basis from the overall operations of PAI, POPNA and any other direct or indirect subsidiaries thereof, in accordance with good business practice and applicable law; and (ii) make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, that portion of such books, records and accounts relating to security matters at the premises or as may reasonably be required for the Port Authority to verify calculations relating to container throughput rentals and reimbursement requests made from time to time.

(e) Confidentiality. The Port Authority agrees that all information delivered pursuant to this paragraph, including, without limitation, the certificates delivered pursuant to clause (a) above, and (ii) all notes, reports and analyses prepared by the Port Authority, its representatives or its advisors in connection with their review of materials provided or made available pursuant to this paragraph, including, without limitation, the books and records and other materials provided or made available pursuant to clauses (a), (b) or (d) above, shall, to the fullest extent permitted by applicable law, be treated confidentially and protected from disclosure by the Port Authority, including, without limitation, pursuant to any available exceptions or exemptions under the Port Authority's "Freedom of Information Act – Port Authority Policy and Procedure". If the Port Authority receives any request to disclose any of the information provided hereunder, the Port Authority agrees to provide the Lessee with prior written notice of such requirement so that the Lessee may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this provision. If such protective order or other remedy is not obtained, or if the Lessee waives compliance with the provisions hereof, the Port Authority agrees to disclose only that portion of the information that it is advised by counsel is legally required and it shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such information.

6. Effective as of January 1, 2007, (1) paragraphs (b), (c) and (d) of Section 41 of the Lease entitled "*Terminal Guarantee*", as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum A attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum A attached to this Agreement is a photocopy of Addendum A attached to said Supplement No. 5 with written changes noted thereon); (2) paragraphs (f) and (g) of said Section 41, as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum B attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum B attached to this Agreement is a photocopy of Addendum B attached to said Supplement No. 5 with written changes noted thereon); and

(3) Schedule D and Schedule E attached to the Lease, as such schedules were amended by Supplement No. 5 to the Lease, shall be deemed deleted and Schedule D and Schedule E attached to this Agreement and incorporated by reference herein shall be deemed substituted therefor. From and after January 1, 2007, the Lessee shall pay the Guaranteed Rental, as defined in the Lease as amended hereby, in accordance with the provisions of said Section 41 as so amended.

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

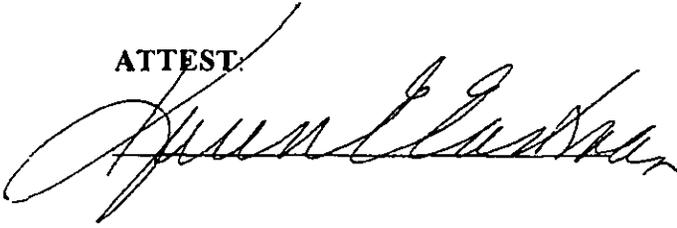
8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution,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

9. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

Signature page follows

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

ATTEST:



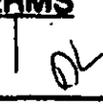
THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: 
Name: Richard M. Larrabee
Title: Director, Port Commerce

WITNESS:

PORT NEWARK CONTAINER TERMINAL
LLC

By: _____
Name:
Title:

| APPROVED: | |
|---|---|
| FORM | TERMS |
|  |  |

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

ATTEST:

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By: _____

Name:

Title:

WITNESS:

**PORT NEWARK CONTAINER TERMINAL
LLC**

By: Donald P. Harmon

Name: DONALD P. HARMON

Title: PRESIDENT

ADDENDUM A

(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, 2004, and ending on December 31, 2004, 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 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 excess of the Rent Guarantee Number for that Terminal Throughput Year over the greater of (i) the actual number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during that Terminal Throughput Year, or (ii) the Exemption Number (as defined in subparagraph (5) of paragraph (a) of Section 5 hereof); 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 three hundred fifty thousand (350,000), 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000). 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

DH
twenty-six

DH
426,000

Number of four hundred ~~one~~ thousand (~~401,000~~), 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 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. 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 three hundred fifty-five thousand (355,000), 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Rent Guarantee Number of three hundred sixty thousand (360,000) 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 three hundred sixty thousand (360,000). 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 four hundred ~~six~~ thousand (~~406,000~~), as set forth in Schedule D hereto for the Terminal Throughput

thirty-one
DH

431,000
DH

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 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. 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.*

DA
Fifty-five

ADDENDUM B

5X
255,600

(f) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ten thousand (210,000), 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000). 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 two hundred forty thousand six hundred (~~240,600~~), 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

DH

Fifty-eight

DH

258,600

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 two hundred thirteen thousand (213,000), 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Terminal Guarantee Number of two hundred sixteen thousand (216,000) 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 two hundred sixteen thousand (216,000). 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 two hundred ~~forty-three~~ thousand six hundred (~~243,600~~), 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.

PNCT LLC TERMINAL GUARANTEE

Schedules D and E

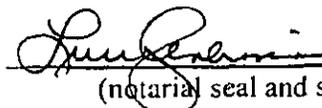
(Effective January 1, 2007)

Annual Containers Handled

| <u>Year Commencing</u> | <u># of Containers (Schedule D)</u> | <u>60% (Schedule E)</u> |
|-------------------------------|--|--------------------------------|
| 1/1/2004 | 350,000 | 210,000 |
| 1/1/2005 | 355,000 | 213,000 |
| 1/1/2006 | 360,000 | 216,000 |
| 1/1/2007 | 390,000 | 234,000 |
| 1/1/2008 | 421,000 | 252,600 |
| 1/1/2009 | 426,000 | 255,600 |
| 1/1/2010 | 431,000 | 258,600 |
| 1/1/2011 | 436,000 | 261,600 |
| 1/1/2012 | 441,000 | 264,600 |
| 1/1/2013 | 446,000 | 267,600 |
| 1/1/2014 | 451,000 | 270,600 |
| 1/1/2015 | 456,000 | 273,600 |
| 1/1/2016 | 461,000 | 276,600 |
| 1/1/2017 | 466,000 | 279,600 |
| 1/1/2018 | 471,000 | 282,600 |
| 1/1/2019 | 476,000 | 285,600 |
| 1/1/2020 | 481,000 | 288,600 |
| 1/1/2021 | 486,000 | 291,600 |
| 1/1/2022 | 491,000 | 294,600 |
| 1/1/2023 | 496,000 | 297,600 |
| 1/1/2024 | 501,000 | 300,600 |
| 1/1/2025 | 501,000 | 300,600 |
| 1/1/2026 | 501,000 | 300,600 |
| 1/1/2027 | 501,000 | 300,600 |
| 1/1/2028 | 501,000 | 300,600 |
| 1/1/2029 | 501,000 | 300,600 |
| 1/1/2030 | 501,000 | 300,600 |

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 14th day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard M. Larrabee, Director Port Company, 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.


(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____ in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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.

(notarial seal and stamp)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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.

(notarial seal and stamp)

STATE OF *New Jersey*)
) ss.
COUNTY OF *Essex*)

On the *14th* day of *March* in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared *Ronald P. Haman*, 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.

Andrea Goc

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2012

CONSENT TO TRANSFER OF OWNERSHIP AND CONTROL

THIS CONSENT, granted as of March 13, 2007, by 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 225 Park Avenue South, New York, New York 10003,

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and Port Newark Container Terminal LLC, (hereinafter called "PNCT"), a limited liability company organized and existing under the laws of the State of Delaware and having an office and place of business at 241 Calcutta Street, Newark, New Jersey 07114, entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the PNCT Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, Section 48 of the PNCT Lease requires the consent of the Port Authority to certain changes in the ownership or control of PNCT and of certain entities having direct or indirect beneficial ownership of PNCT; and

WHEREAS, PNCT has requested on a without prejudice basis that the Port Authority grant its approval to the following transfers and acquisitions: (1) the acquisition in August 2005 of Nedlloyd Holding B.V. (formerly known as Royal P&O Nedlloyd N.V.) by A.P. Moller-Maersk AS (hereinafter called "the Nedlloyd Acquisition"); (2) the acquisition in March 2006 of The Peninsular and Oriental Steam Navigation Company (hereinafter called "P&O") by Thunder FZE, a wholly-owned subsidiary of Dubai Ports World (hereinafter called "DPW"), pursuant to court sanctioned schemes of arrangement under section 425 of the Companies Act 1985, England and Wales (hereinafter called "the P&O Acquisition"); (3) the acquisition on a date and time subsequent to the date first set forth above (which date and time are hereinafter collectively called "the Closing Date") by P&O Ports North America, Inc. (hereinafter called "POPNA") of the 50% membership interest (constituting 500 membership units) in PNCT owned by Farrell Lines Incorporated (hereinafter called "Farrell") pursuant to that certain Sale and Purchase Agreement dated November 20, 2006 by and among Farrell, POPNA, P&O and PNCT (hereinafter called "the Farrell Acquisition"); and (4) the

acquisition on the Closing Date by Ports America, Inc. (hereinafter called "Ports America"), a wholly-owned subsidiary of AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), of all of the outstanding stock of POPNA from P&O Holdings, Inc., an indirect subsidiary of P&O and DPW (hereinafter called "Holdings"), pursuant to that certain Stock Purchase Agreement dated December 10, 2006, by and among P&O, Holdings, Ports America and AIGGIG (hereinafter called "the POPNA Acquisition" and, together with the Nedlloyd Acquisition, the P&O Acquisition and the Farrell Acquisition, hereinafter collectively called "the Acquisitions"); and

WHEREAS, heretofore and as of January 6, 2000, the Port Authority and APM Terminals North America, Inc. (hereinafter called "APMNA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at Giralda Farms, Madison Avenue, Madison, New Jersey 07940, entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the APMNA Lease") covering premises at the Elizabeth-Port Authority Marine Terminal, in the City of Elizabeth, County of Union and State of New Jersey; and

WHEREAS, APMNA desires to effectuate the Acquisitions; and

WHEREAS, the Port Authority desires to give its consent to the Acquisitions on the terms and conditions set forth in this Consent; and

WHEREAS, under that portion of the Official Minutes of the Port Authority adopted February 22, 2007, entitled "Port Facilities - Consent to Transfers of Leases and Changes of Ownership Interests", the Executive Director of the Port Authority was delegated authority to consent to the transfers of leases and changes of ownership interests in lessees (hereinafter called "the Resolution");

NOW, THEREFORE, the Port Authority hereby agrees to the following:

1. Effective simultaneously on the Closing Date with the closings of the transfers contemplated by the POPNA Acquisition and the Farrell Acquisition, the Port Authority hereby grants its consent to the transfers of and changes in ownership and control of PNCT represented by the Acquisitions, such approval to be granted *nunc pro tunc* to the date of each Acquisition under Section 48 of the PNCT Lease (which consent is

hereinafter called "the Consent") with the following conditions precedent to the effectiveness of the Consent:

(a) The Port Authority and PNCT shall have fully executed and delivered that certain supplemental agreement denominated as "Supplement No. 9" (hereinafter called the "PNCT Supplement"), which PNCT Supplement is attached to this Consent as Exhibit A;

(b) The Port Authority and APMNA shall have fully executed and delivered that certain supplemental agreement denominated as "Supplement No. 2" (hereinafter called the "APMNA Supplement"), which APMNA Supplement is attached to this Consent as Exhibit B;

(c) The period during which the respective Governors of the States of New York and New Jersey have the right to veto the Resolution shall have passed and there shall have been no such veto of the Resolution;

(d) The representations of PNCT made in Section 48 of the PNCT Lease as amended and restated in the PNCT Supplement shall be true and correct immediately following the Closing Date, provided, however, that this condition precedent shall not apply to the effectiveness of the consent of the Port Authority to the Nedlloyd Acquisition or the Farrell Acquisition; and

(e) PNCT shall have paid to the Port Authority on or prior to the Closing Date the amount of Ten Million Dollars and No Cents (\$10,000,000.00).

2. The Consent shall be effective as to each of the Acquisitions simultaneously on the Closing Date with the closings of the transfers contemplated by the POPNA Acquisition and the Farrell Acquisition and shall not be effective as to any of the Acquisitions in the event that the transfers contemplated by the POPNA Acquisition and the Farrell Acquisition are not effectuated.

3. The granting of the Consent by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent transfer of ownership or control of PNCT, under Section 48 of the PNCT Lease as amended and restated in the PNCT Supplement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be

held personally liable to PNCT under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

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

ATTEST:

Karen Eastman
SECRETARY

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By *[Signature]*

(Title) Executive Director
(Seal)

| | |
|------------------|--------------|
| APPROVED: | |
| <u>FORM</u> | <u>TERMS</u> |
| <i>NB</i> | <i>1 04</i> |

EXHIBIT A

Port Authority Lease No. L-PN-264
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 13, 2007, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called "the Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. Section 48 of the Lease requires approval by the Port Authority of certain changes in the ownership or control of the Lessee and of certain entities having direct or indirect beneficial ownership of the Lessee. The Lessee has requested on a without prejudice basis that the Port Authority grant its approval to the following transfers and acquisitions: (a) the acquisition in August 2005 of Nedlloyd Holding B.V. (formerly known as Royal P&O Nedlloyd N.V.) by A.P. Moller-Maersk AS (hereinafter called "the Nedlloyd Acquisition"); (b) the acquisition in March 2006 of the stock of The Peninsular and Oriental Steam Navigation Company (hereinafter called "P&O") by Thunder FZE, a wholly-owned subsidiary of Dubai Ports World (hereinafter called "DPW"), pursuant to court sanctioned schemes of arrangement under section 425 of the Companies Act 1985, England and Wales (hereinafter called "the P&O Acquisition"); (c) the acquisition on a date and time subsequent to the date first above written (which subsequent date and time are hereinafter collectively called "the Closing Date") by P&O Ports North America, Inc. (hereinafter called "POPNA") of the 50% membership interest (constituting 500 membership units) in the Lessee owned by Farrell Lines Incorporated (hereinafter called "Farrell") pursuant to a Sale and Purchase Agreement dated November 20, 2006 by and among Farrell, POPNA, P&O and the Lessee (hereinafter called "the Farrell Acquisition"); and (d) the acquisition on the Closing Date by Ports America, Inc. (hereinafter called "Ports America"), a wholly-owned subsidiary of AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), of all of the outstanding stock of POPNA from P&O Holdings, Inc., an indirect subsidiary of P&O and DPW (hereinafter called "Holdings"), pursuant to that certain Stock Purchase Agreement dated December 10, 2006, by and among P&O, Holdings, Ports America and AIGGIG (hereinafter called "the POPNA Acquisition" and, together with the Nedlloyd Acquisition, the P&O Acquisition and the Farrell Acquisition, hereinafter collectively called "the Acquisitions"). The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that, immediately following

the Closing Date, the Lessee's ownership and control shall be as set forth in Section 48 of the Lease, as such provision is restated, amended and set forth in the paragraph 3 of this Agreement.

2. The Port Authority hereby grants its approval to the transfers of and changes in ownership and control of the Lessee represented by the Acquisitions, with such approval to be granted *nunc pro tunc* to the date of each Acquisition under Section 48 of the Lease; *provided, however*, that such approval shall be effective as to any of the Acquisitions only if all of the Acquisitions are completed.

3. Immediately following the completion of the Farrell Acquisition and the POPNA Acquisition, Section 48 of the Lease, as amended by Supplement No. 2 to the Lease, shall be deleted and terminated in its entirety and replaced with a new Section 48, which reads as follows:

"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, and that the owner of all of the membership interests is 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 99 Wood Avenue South, 8th Floor, Iselin, New Jersey 08830, 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:

(i) On the date hereof: (A) one hundred percent (100%) of the outstanding capital stock of POPNA is owned by Ports America, Inc. (hereinafter called "PAI"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than PAI controls POPNA; (B) one hundred percent (100%) of the outstanding voting securities of PAI is owned by AIG Ports America, Inc. (hereinafter called "AIGPA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than AIGPA controls PAI; and (C) one hundred percent (100%) of the outstanding capital stock of AIGPA is owned by AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, and no person other than AIGGIG controls AIGPA.

(ii) On the date hereof, American International Group, Inc. ("AIG Parent"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, owns directly or indirectly, a majority of the outstanding voting securities of AIGGIG and AIG Parent controls AIGGIG.

(iii) It is expressly agreed by the Port Authority that at any time after the date hereof, AIGGIG and AIGPA may create a class of non-voting securities in PAI and transfer any of such non-voting securities in PAI to one or more Affiliates (including AIG Highstar Capital III, L.P.), provided that (A) AIGGIG shall give the Port Authority written notice of any such transfer, and (B) the representations in clauses (a)(2)(i) and (a)(2)(ii) above continue to be true in all respects as of such date.

(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. Therefore, the Lessee represents and agrees for itself and POPNA, 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 to any other person; nor shall POPNA 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 and POPNA, 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 that AIG Parent shall maintain its ownership of a majority of the voting securities of AIGGIG and that AIG Parent shall control AIGGIG. The Lessee further represents and agrees that without the prior written approval of the Port Authority: (A) AIGGIG shall maintain one hundred percent (100%) of the outstanding capital stock of AIGPA and no person other than AIGGIG shall control AIGPA, (B) AIGGIG shall maintain one hundred percent (100%) of the voting control, either through AIGPA or through another wholly owned Affiliate of

AIGGIG, of PAI, and (C) PAI shall maintain one hundred percent (100%) of the outstanding securities of POPNA.

(5)(i) In the event that AIG Parent enters into a binding agreement to transfer, transfers or sells, or otherwise agrees to transfer or sell, directly or indirectly, (A) a majority of the voting securities of AIGGIG or (B) control of AIGGIG, Lessee agrees to give the Port Authority written notice of such proposed transfer or sale within three (3) business days of public announcement of such transfer or sale or its learning of such proposed transfer or sale; following receipt by the Port Authority of such written notice, the Port Authority shall have sixty (60) days to notify Lessee and AIGGIG as to whether or not it will consent to such transfer of ownership or control of AIGGIG and the terms of such consent; provided, however, that if the transfer or sale referenced above to the party as detailed in the notice is not consummated, then the Port Authority shall have no right under this clause (a)(5) to terminate this Agreement pursuant to Section 25 hereof.

(ii) In the event that the Port Authority does not consent to such proposed transfer or sale of AIGGIG as provided above, Lessee and/or POPNA, PAI, AIGPA and AIGGIG shall have one (1) year from the consummation of such transfer or sale of AIGGIG during which time period Lessee, POPNA, PAI, AIGPA and AIGGIG shall use commercially reasonable efforts to consummate a sale or other transaction, the result of which is that Lessee will then be owned and controlled by an entity or person which has been consented to by Port Authority as provided in this Section 48(a)(5). During such time period, Lessee agrees on behalf of POPNA, PAI, AIGPA and AIGGIG to (A) provide the Port Authority with transaction updates from time to time, but no less frequently than monthly, (B) "ringfence" the management of PNCT such that none of PAI, POPNA, AIGPA or AIGGIG shall have any management or decision making authority over Lessee with respect to the management of the business or operations of Lessee during the period it takes to effect a transaction, (C) use commercially reasonable efforts to conduct the sale or transfer of Lessee in such a way as to minimize any adverse impact on the business and operations of the Lessee (the Port Authority and Lessee acknowledge and agree that this sub clause (C) is limited to the conduct of the relevant parties, and that the required sale or transfer and the determination of the actual entity to be sold or transferred to comply with this Section 48(a)(5) alone shall not constitute a breach of Lessee's obligations under this sub clause (C)), and (D) upon the execution of binding documents to effect such transaction, seek the required consent of the Port Authority to such transaction. For the limited purpose of this Section 48(a)(5), the standard for any required consent of the Port Authority shall be in accordance with the criteria established under that portion of the Official Minutes of the Port Authority adopted February 22, 2007, entitled "*Port Facilities - Consent to Transfers of Leases and Changes of Ownership Interests*" (the "Consent Criteria"); provided however, that the parties hereto agree that: (I) any commitment to maintain the existing management structure at the Lessee, including a management continuity plan instituted at the Lessee, POPNA, PAI, AIGPA, AIGGIG, as applicable, will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; (II) a demonstrated commitment to maintain the existing business plan (including budgeted capital expenditure amounts

previously included in the Lessee's business plan provided to the Port Authority and as publicly announced by Lessee and its affiliates on February 16, 2007) will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; and (III) the consideration contemplated in such Consent Criteria to be paid by Lessee to the Port Authority in connection with the Port Authority's grant of any required consent under this Section 48 (a)(5) shall be up to \$10,000,000, which amount shall be used by the Port Authority to fund or offset, as the case may be, past, existing or future capital investment projects undertaken by the Port Authority that were intended, or will be intended, as the case may be, to have a direct or indirect benefit to the port terminal leased by Lessee from the Port Authority pursuant to this Agreement.

(iii) In the event that Lessee, POPNA, PAI, AIGPA and AIGGIG, as applicable, have used commercially reasonable efforts to consummate a transaction as required by Section 48(a)(5) above, in the event that such transaction would otherwise have been consummated but for the granting by the Port Authority of its required consent, Lessee and the Port Authority shall negotiate in good faith an extension to the time period granted above to complete such a sale or other transaction to an alternative transferee, such extension period not to exceed two (2) months, and the Port Authority shall retain its right to consent hereunder, subject to the Consent Criteria.

(6) The Lessee acknowledges that it is contemplated that POPNA may become a publicly owned entity (as defined in paragraph (f) of this Section), or that a parent corporation of POPNA owning one hundred percent (100%) of the voting securities of and controlling POPNA (which parent corporation(s) are hereinafter individually and collectively called the "Parent Company" and include PAI, AIGPA or AIGGIG) may become a publicly owned entity. Notwithstanding any other provision of this Section 48, in the event that POPNA or the Parent Company shall become a publicly owned entity and, as a result of such transaction, the required ownership of POPNA set forth above in this Section 48 shall cease to be in effect, such failure to so maintain said ownership interests shall not be an event of default under this Section 48 granting the Port Authority the right to terminate this Agreement under Section 25 hereof; provided that POPNA or the Parent Company, as a publicly owned entity, shall be listed on a major stock exchange (as hereinafter defined); and provided further that, no individual, corporation, partnership or other entity (other than PAI, AIGPA, AIGGIG or a publicly owned entity listed on a major stock exchange in the event and so long as no individual, corporation, partnership or other entity shall have control of any class of outstanding voting securities of such publicly owned entity) shall control any class of the outstanding voting securities of POPNA or of the Parent Company unless the Port Authority shall have given its prior written consent thereto, and if any such event shall occur and be continuing then the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof. For the purposes of this Section 48, a "major stock exchange" shall be the London Stock Exchange, the Amsterdam Stock Exchange, the American Stock Exchange, the New York Stock Exchange, the NASDAQ Stock Market, the Singapore Stock Exchange or the Tokyo Stock Exchange.

(b) The Lessee acknowledges that 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 48 (taking into account any time periods provided in Section 48(a)(5) hereof) shall constitute 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 term "control" as used herein shall mean 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 and reporting requirements of the Securities Exchange Act of 1934, or any successor or substitute therefore, and any entity that has met any equivalent legal registration or listing requirement of Great Britain, the Netherlands, Singapore or Japan, as the circumstances require.

(g) The term "Affiliate" shall mean any person that is directly or indirectly controls, is controlled by or is under common control with such person.

(h) The Lessee shall promptly advise the Port Authority of any change in the representations made in paragraph (a)(1), (a)(2), (a)(3) or (a)(4) of this Section 48."

4. Section 40 of the Lease and Schedule "C" of the Lease are hereby deleted and terminated in their entirety and shall have no further force and effect from and after the date of this Agreement.

5. The Lessee agrees with the Port Authority that during the term of the Lease as herein amended:

(a) Compliance Certificates. The Lessee shall, subject to the confidentiality restrictions in clause (e) below, provide to the Port Authority, its designated agents and advisors at the same time, and in any event as soon as practicable after providing the same to the lenders under the Credit Agreement (as defined below), a copy of the certificates required to be provided by any of the independent public accountants, the chief financial officer of Ports America, Inc. ("PAI") or the chief executive officer of PAI under the credit agreement (the "Credit Agreement") dated as of March __, 2007 among PAI and the lenders named therein relating to the financing of the purchase by PAI of P&O North America, Inc. ("POPNA") with respect to (A) in the case of the independent public accountants, compliance with the financial covenants thereunder and (B) in the case of the chief financial officer or chief executive officer of PAI, the absence of any default or event of default thereunder; provided, that any such certificate(s) from the independent public accountants shall only be provided to the Port Authority hereunder to the extent the same is required to be delivered to the lenders pursuant to the Credit Agreement.

(b) Financial Reports. In the event that (i) Lessee fails to provide any of the compliance certificates to be delivered to the Port Authority pursuant to clause (a) above within five (5) business days of a request from the Port Authority to Lessee to provide such certificate(s) that have been delivered to the lenders as contemplated in clause (a) above, or (ii) any of the compliance certificates provided pursuant to clause (a) above indicates noncompliance with the financial covenants or a default or event of default under the Credit Agreement, then for the period covered by such certificate or so long as such noncompliance or default or event of default shall be continuing, as applicable, the Lessee shall make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, each of the following:

(i) Quarterly Reports. As soon as available, and in any event within 60 days after the end of each of the first three quarters of each fiscal year, the unaudited balance sheet of Lessee as of the close of such quarter and related statements of income and cash flow for such quarter and that portion of the fiscal year ending as of the close of such quarter, setting forth in comparative form the figures for the corresponding period in the prior fiscal year certified by the chief executive officer of the Lessee as fairly presenting in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated in accordance with GAAP (subject to the absence of footnote disclosure and normal year-end audit adjustments).

(ii) Annual Reports. As soon as available, and in any event within 120 days after the end of each fiscal year, the balance sheet of Lessee as of the end of such year and related statements of income, stockholders' equity and cash flow for such fiscal year, each prepared in accordance with GAAP, together with a certification by independent certified public accountants for the Lessee that such financial statements fairly present in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated therein in accordance with GAAP without qualification as to the scope of the audit or as to going concern and without any other similar qualification.

(c) Labor Matters. The Lessee shall give the Port Authority notice (which notice may be made by telephone if promptly confirmed in writing), promptly after, and in any event within ten (10) days after the chief executive officer of the Lessee knows or has reason to know of, the commencement of any Labor Activity (as defined below) at the premises which has materially interfered, or could reasonably be expected to materially interfere, with the operation of the premises. As used in this clause (c), "Labor Activity" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns or labor disputes.

(d) Maintenance of PNCT Books and Records. The Lessee shall: (i) maintain books, records and accounts with respect to the business and operations of Lessee on a separate stand-alone basis from the overall operations of PAI, POPNA and any other direct or indirect subsidiaries thereof, in accordance with good business practice and applicable law; and (ii) make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, that portion of such books, records and accounts relating to security matters at the premises or as may reasonably be required for the Port Authority to verify calculations relating to container throughput rentals and reimbursement requests made from time to time.

(c) Confidentiality. The Port Authority agrees that all information delivered pursuant to this paragraph, including, without limitation, the certificates delivered pursuant to clause (a) above, and (ii) all notes, reports and analyses prepared by the Port Authority, its representatives or its advisors in connection with their review of materials provided or made available pursuant to this paragraph, including, without limitation, the books and records and other materials provided or made available pursuant to clauses (a), (b) or (d) above, shall, to the fullest extent permitted by applicable law, be treated confidentially and protected from disclosure by the Port Authority, including, without limitation, pursuant to any available exceptions or exemptions under the Port Authority's "Freedom of Information Act – Port Authority Policy and Procedure". If the Port Authority receives any request to disclose any of the information provided hereunder, the Port Authority agrees to provide the Lessee with prior written notice of such requirement so that the Lessee may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this provision. If such protective order or other remedy is not obtained, or if the Lessee waives compliance with the provisions hereof, the Port Authority agrees to disclose only that portion of the information that it is advised by counsel is legally required and it shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such information.

6. Effective as of January 1, 2007, (1) paragraphs (b), (c) and (d) of Section 41 of the Lease entitled "*Terminal Guarantee*", as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum A attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum A attached to this Agreement is a photocopy of Addendum A attached to said Supplement No. 5 with written changes noted thereon); (2) paragraphs (f) and (g) of said Section 41, as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum B attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum B attached to this Agreement is a photocopy of Addendum B attached to said Supplement No. 5 with written changes noted thereon); and

(3) Schedule D and Schedule E attached to the Lease, as such schedules were amended by Supplement No. 5 to the Lease, shall be deemed deleted and Schedule D and Schedule E attached to this Agreement and incorporated by reference herein shall be deemed substituted therefor. From and after January 1, 2007, the Lessee shall pay the Guaranteed Rental, as defined in the Lease as amended hereby, in accordance with the provisions of said Section 41 as so amended.

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

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

9. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

Signature page follows

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

ATTEST:

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By: _____
Name:
Title:

WITNESS:

**PORT NEWARK CONTAINER TERMINAL
LLC**

By: _____
Name:
Title:

ADDENDUM A

(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, 2004, and ending on December 31, 2004, 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 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 excess of the Rent Guarantee Number for that Terminal Throughput Year over the greater of (i) the actual number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during that Terminal Throughput Year, or (ii) the Exemption Number (as defined in subparagraph (5) of paragraph (a) of Section 5 hereof); 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 three hundred fifty thousand (350,000), 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty thousand (350,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000). 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

twenty-six

426,000

Number of four hundred ~~one~~ thousand (~~401,000~~), 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 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. 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 three hundred fifty-five thousand (355,000), 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) 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 three hundred fifty-five thousand (355,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Rent Guarantee Number of three hundred sixty thousand (360,000) 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 three hundred sixty thousand (360,000). 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 four hundred ~~six~~ thousand (~~406,000~~), as set forth in Schedule D hereto for the Terminal Throughput

thirty-one

431,000

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 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. 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.

Fifty-five

ADDENDUM B

255,600

(f) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ten thousand (210,000), 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred ten thousand (210,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000). 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 two hundred ~~forty~~ thousand six hundred (~~240,600~~), 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

Fifty-eight

258,600

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 two hundred thirteen thousand (213,000), 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) 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 two hundred thirteen thousand (213,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Terminal Guarantee Number of two hundred sixteen thousand (216,000) 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 two hundred sixteen thousand (216,000). 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 two hundred ~~forty-three~~ thousand six hundred (~~243,600~~), 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.

PNCT LLC TERMINAL GUARANTEE
Schedules D and E
(Effective January 1, 2007)
Annual Containers Handled

| <u>Year Commencing</u> | <u># of Containers (Schedule D)</u> | <u>60% (Schedule E)</u> |
|-------------------------------|--|--------------------------------|
| 1/1/2004 | 350,000 | 210,000 |
| 1/1/2005 | 355,000 | 213,000 |
| 1/1/2006 | 360,000 | 216,000 |
| 1/1/2007 | 390,000 | 234,000 |
| 1/1/2008 | 421,000 | 252,600 |
| 1/1/2009 | 426,000 | 255,600 |
| 1/1/2010 | 431,000 | 258,600 |
| 1/1/2011 | 436,000 | 261,600 |
| 1/1/2012 | 441,000 | 264,600 |
| 1/1/2013 | 446,000 | 267,600 |
| 1/1/2014 | 451,000 | 270,600 |
| 1/1/2015 | 456,000 | 273,600 |
| 1/1/2016 | 461,000 | 276,600 |
| 1/1/2017 | 466,000 | 279,600 |
| 1/1/2018 | 471,000 | 282,600 |
| 1/1/2019 | 476,000 | 285,600 |
| 1/1/2020 | 481,000 | 288,600 |
| 1/1/2021 | 486,000 | 291,600 |
| 1/1/2022 | 491,000 | 294,600 |
| 1/1/2023 | 496,000 | 297,600 |
| 1/1/2024 | 501,000 | 300,600 |
| 1/1/2025 | 501,000 | 300,600 |
| 1/1/2026 | 501,000 | 300,600 |
| 1/1/2027 | 501,000 | 300,600 |
| 1/1/2028 | 501,000 | 300,600 |
| 1/1/2029 | 501,000 | 300,600 |
| 1/1/2030 | 501,000 | 300,600 |

EXHIBIT B

Port Authority Lease No. EP-248
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March __, 2007 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and APM TERMINALS NORTH AMERICA, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of January 6, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at the Elizabeth-Port Authority Marine Terminal, in the County of Union, City of Elizabeth and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Effective on the date of this Agreement, the following provision shall be and be deemed inserted in Section 42 thereto:

"(f) The Lessee agrees that it will make its best efforts to transport to or from the Port the following number of the Carrier's Containers in addition to the number of the Carrier's Containers set forth in paragraph (b) of this Section for the First Port Guarantee Period: (1) ten thousand (10,000) of the Carrier's Containers during the Port Throughput Lease Year commencing on January 1, 2008, (2) twenty thousand (20,000) of the Carrier's Containers during the Port Throughput Lease Year commencing on January 1, 2009, and (3) thirty-five thousand (35,000) of the Carrier's Containers during the Port Throughput Lease Year commencing on January 1, 2010; provided, however, that the provisions of paragraph (d) of this Section shall not apply in any way to the obligation set forth in this paragraph."

2. (a) Effective as of 11:59 o'clock P.M. on the "Surrender Date" (as such term is defined in subparagraph (h) of this paragraph), the Lessee has granted, bargained, sold,

surrendered and yielded up and does by these presents grant, bargain, sell, surrender and yield up to the Port Authority, its successors and assigns, forever, its leasehold interest to that part of the premises let to the Lessee constituting the "Surrendered Area" (as such term is defined in subparagraph (f) of this paragraph), and the term of years with respect thereto under the Lease as herein amended yet to come and has given, granted and surrendered and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease as herein amended with respect to the Surrendered Area all to the intent and purpose that the said term under the Lease as herein amended and the said rights, rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Surrender Date with the same force and effect as if the said term were in and by the provisions of the Lease as herein amended originally fixed to expire on such date; to have and to hold the same unto the Port Authority, its successors and assigns forever.

(b) The Lessee hereby covenants on behalf of itself, its successors and assigns that (i) it has not done or suffered and will not do or suffer anything whereby the Surrendered Area, or the Lessee's leasehold therein, shall be encumbered, as of the Surrender Date, in any way whatsoever; (ii) the Lessee is and will remain until the Surrender Date the sole and absolute owner of the leasehold estate in the Surrendered Area and of the rights, rights of renewal, licenses, privileges and options granted by the Lease as herein amended with respect thereto and that the same will be, as of the Surrender Date free and clear of all liens and encumbrances of whatsoever nature created by the Lessee; and (iii) the Lessee has full right and power to make this Agreement. The Port Authority hereby represents and warrants that (1) it is and will remain, as of the Surrender Date, the lessor under the Lease and there are no liens or encumbrances created by the Port Authority on the fee title to the real property covered by the Lease that could result in a foreclosure upon the real property or any portion thereof or any other interference with the rights of the Lessee to exclusive possession of the premises under the Lease and (2) it has full right and power to execute, deliver and perform this Agreement, and such execution, delivery and performance are in accordance with, and not in violation of, the Lease. The preceding representations and warranties by the Port Authority and the Lessee shall be deemed repeated as of the Surrender Date.

(c) Subject to subparagraphs (d) and (e) of this paragraph, all promises, covenants, agreements and obligations of

the Port Authority and the Lessee with respect to the Surrendered Area under the Lease as herein amended or otherwise which under the provisions thereof would have matured upon the date originally fixed in the Lease as herein amended for the expiration of the term thereof, or upon the termination of the Lease as herein amended prior to the said date, or within a stated period after expiration or termination, shall, notwithstanding such provisions, mature upon the Surrender Date and as to latent defects shall survive the partial surrender provided for in this paragraph.

(d) As of the Surrender Date, the Lessee shall release and shall discharge and does by these presents release and discharge the Port Authority from any and all obligations on the part of the Port Authority to be performed under the Lease as herein amended with respect to the Surrendered Area for that portion of the term subsequent to the Surrender Date. As of the Surrender Date, the Port Authority shall release and shall discharge and does by these presents release and discharge the Lessee from any and all obligations on the part of the Lessee to be performed under the Lease as herein amended with respect to the Surrendered Area for that portion of the term subsequent to the Surrender Date; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for rentals or for other charges under the Lease that may be due or become due to the Port Authority and accrued for any period or periods prior to the Surrender Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease as herein amended for or during such period or periods or maturing pursuant to subparagraph (c) of this paragraph. The release of the Port Authority and of the Lessee set forth in this subparagraph (d) shall not be applicable to matters relating to the environmental condition of the Surrendered Area accruing on or prior to the Surrender Date.

(e) In consideration of the making of this Agreement by the Port Authority, the Lessee hereby agrees to terminate its occupancy of the Surrendered Area and to deliver actual physical possession of the same to the Port Authority on or before the Surrender Date in the condition required by the Lease as herein amended upon surrender. Notwithstanding anything to the contrary contained in the Lease or in this Agreement (i) the Lessee shall not be obligated to remove any property (including, without limitation, any fencing, light poles or lighting fixtures) therefrom or to do any work thereat, (ii) on or prior to the Surrender Date, the Port Authority shall (at its sole cost and expense) (1) construct a fence to separate the Surrender Area from the remaining property constituting the

leasehold, and ensuring that the entire leasehold is contiguously fenced (the leasehold under the Lease, less the Surrendered Area, being hereinafter called the "Leased Area"), which fence shall be in compliance with all laws applicable to the Lessee's operations at the Leased Area and, until the foregoing fence has been constructed and is in place, the Port Authority shall provide reasonable and adequate security arrangements (including security personnel as required by law) for the Surrender Area and the Leased Area contiguous with the Surrender Area after the Surrender Date and (2) to the extent necessary for the Port Authority to perform the work described in clause (1) above and/or to prevent interference with the utilities and facilities servicing the Leased Area, relocate to a reasonably acceptable comparable area within the Leased Area any and all utilities and facilities (including, without limitation, all pipes, conduits, wires, electrical equipment and similar property) located in the Surrender Area and serving any portion of the Leased Area (the work specified in clauses (1) and (2) above being called, the "Work"), (iii) the Work shall be done in a good and workmanlike manner and in compliance with all applicable laws, and such fence and relocated utilities and facilities shall be reasonably comparable in quality, function and usefulness as those currently existing at the Surrender Area, (iv) the Work shall be reasonably acceptable for the purpose intended and (v) until the completion of the Work, the Port Authority shall not interfere with the Lessee's continued use and enjoyment of such fence, utilities and facilities. The Port Authority's obligations set forth above shall not be subject to the release and discharge in subparagraph (d) of this paragraph.

(f) The term "Surrendered Area" shall mean all of the premises shown in "Exhibit PS-1" attached hereto.

(g) The Port Authority and the Lessee agree that from and after the Surrender Date, the basic rental payable under the Lease shall be reduced by prorating the basic rental as set forth in Section 3 of the Lease to reflect the actual area of said reduced premises.

(h) The term "Surrender Date" shall mean the date set forth in written notice given by the Port Authority to the Lessee as the date that the Surrendered Area is required in connection with the performance of work by the Port Authority. Notwithstanding the foregoing, the Surrender Date (i) shall not be less than 30 days after the date of such notice and shall, in any event, occur no later than May 31, 2008 and (ii) shall be subject to the completion of the Work, as specified in this Agreement.

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

4. The Lessee, on one hand, and the Port Authority, on the other hand, represent and warrant to the other that the representing party dealt with no broker or similar entity or person in the negotiation of this Agreement. The Lessee on one hand, and the Port Authority, on the other hand, shall indemnify and save harmless the other of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement, which claims are based upon dealings with the indemnifying party.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof. No board member, officer, agent or employee of the Lessee shall be charged personally by the Port Authority with any liability, or held liable to the Port Authority 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.

6. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

7. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) _____
(Seal)

WITNESS:

APM TERMINALS NORTH AMERICA, INC.

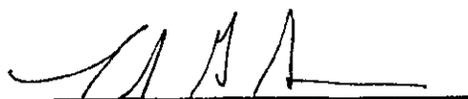
By _____

(Title) _____

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 13th day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony E. Shorris, 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/hcr/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)

TIMOTHY G. STICKELMAN
Notary Public, State of New York
No. 02ST6086913
Qualified In Suffolk County
Commission Expires on February 3, 20 11