

AGREEMENT FOR BERTHING

This Agreement for Berthing ("Agreement") is made and entered into as of 1 March 2019 by and between So. Cal. Ship Services, a California Corporation ("SCSS") and Marine Spill Response Corporation, a nonprofit corporation under the laws of the state of Tennessee ("MSRC").

Whereas MSRC and SCSS agree that the "Agreement For Berth Space" that MSRC and SCSS entered into on June 1, 2001, for the berth space identified in Exhibit A, is terminated as of the effective date of this Agreement.

Whereas SCSS as the Lessee from the Port of Los Angeles ("Permit") for Berth 240X, 971 S. Seaside Avenue, Terminal Island, CA 90731 ("SCSS Facility") desires to continue to sublease to MSRC, and MSRC desires to continue to lease from SCSS, a portion of the dock space and adjacent water space located at the SCSS Facility, under this Agreement.

Now, therefore for good and valuable consideration, SCSS and MSRC agree as follows:

1. **Term:** This Agreement is effective as of the first day of April 2019 and shall continue in full force and effect for fifty-seven (57) months until December 31, 2023. If SCSS is granted any extensions to the initial term of the Permit by the Port of Los Angeles, MSRC shall have the option to extend the term of this Agreement accordingly. The initial term and all subsequent terms of the Agreement are subject to the approval of the Port of Los Angeles.
2. **Rent:** MSRC shall pay SCSS \$9,750.00 per month, payable in advance on the first day of each month. On January 1, 2020 and thereafter on January 1st of each year of the term, the monthly rent shall be increased by the annual Consumer Price Index (CPI) adjustment as assessed by the Port of Los Angeles.
3. **Termination:** Upon not less than six (6) month written notice to SCSS, MSRC may terminate this Agreement when all of the following conditions have been satisfied: (i) MSRC has vacated the Berth in an reasonable clean condition acceptable by SCSS and has surrendered possession thereof to SCSS, (ii) MSRC has paid SCSS six (6) month Rent at the rate in effect at the time of termination ("Termination Amount"), and (iii) the Berth is free and clear of any encumbrances created by, through or under MSRC. This Agreement shall terminate when the conditions have been satisfied on the date of termination specified in MSRC notice, or six (6) month after service of the notice, whichever is later.

Notwithstanding the foregoing, MSRC may terminate this Agreement without payment of any Termination Amount: (i) by providing fifteen (15) days written notice to SCSS and satisfying conditions (i) and (iii) immediately above, if MSRC is deprived of material use of the Berth due to actions of the Port of Los Angeles pursuant with their Permit with SCSS; (ii) by providing ten (10) days written notice to SCSS if MSRC received a lien notice from the Port of Los Angeles; or (iii) by providing fifteen (15) days written notice to SCSS, if investigation, removal, remediation or cleanup work of any kind is undertaken at, under or on the Berth, parking or storage areas, or the areas surrounding the Berth and/or parking areas that MSRC reasonable determines to be a risk to the health and safety of its employees, contractors or agents, and/or that will prevent or unduly interfere with MSRC occupancy and use of the Berth.

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4. **Payment Terms and Conditions:** During the Term of this Agreement, SCSS shall submit in advance an invoice for each month . MSRC shall pay SCSS the rental amount due in full on or before the end of the month invoiced.

5. **Berth:** SCSS leases to MSRC, and MSRC leases from SCSS, the exclusive use of two hundred and fifty (250) linear feet by approximately thirty-six (36) feet wide of dock space located at the SCSS Facility, together with the adjacent water out ninety (90) feet from the dock, as more particularly depicted in Exhibit A (the "Berth"). MSRC has determined the dock to be adequate to berth and, with adequate water depth at lowest low tide, to maneuver an MSRC OSRV in and out of the Berth.

SCSS shall provide at no additional cost: (i) eight (8) parking spaces as shown on Exhibit A, for MSRC's exclusive use, (ii) small item (less than 50 lbs.) material handling mail service, (iii) vessel watch for any MSRC vessel tied up at the Berth (vessel watch shall include, but not limited to, mooring line tending in unusual tidal changes or other severe weather conditions, response to vessel high water alarms, burglar alarms or unusual situations warranting a response, and security and monitoring of any small boat tied up at the Berth), and (iv) twenty-four (24) hour gate security.

6. **Use of Berth:** MSRC shall have the right to berth any barges, vessels, and other watercraft of MSRC, its agents, subcontractors and invitees (MSRC Vessels) within the available water space, provided that such vessel use complies with the reasonable rules and regulations of SCSS related to safety and security. In no event shall any filling or installation of erosion control facilities result in a denial of access to surrounding waters, it being the intention of the parties that the boundaries of the SCSS Facility shall remain riparian to the surrounding waters. The dock area depicted on Exhibit A can be used for storage, maintenance and repair of equipment and temporary parking.

Dock storage shall be along the fence line along the length of the dock and no more than twelve (12) feet out from the fence line, not restricting the full opening of any fence gate. Storage area is intended for MSRC equipment, material and supplies. Hazardous material, hazardous waste or marine pollutants shall not be stored on the dock.

Temporary vehicle parking shall be allowed within nine (9) feet from the dock's toe rail and in the dock storage area for the loading and offloading of a vehicle and for vendor vehicle parking while vessel service, maintenance or repairs are in progress. Eight (8) facility parking space shall be provided by SCSS for MSRC's exclusive use outside the dock area for daily and long-term parking.

The area between the dock storage area and temporary vehicle parking area on the dock shall remain clear at all times for vehicle movement, including emergency vehicle access.

SCSS will make the Berth available and provide access to the Berth twenty-four (24) hours a day and 365 days a year at MARSEC Level 1. Berth availability and access may be restricted at an increased MARSEC security level. MSRC Vessels shall provide as much notice as possible prior to arrival, and before departure from, the Berth, and prior to a vendor or invitee attendance to a MSRC Vessel at SCSS Facility.

The Berth and the immediate adjacent dock area comprise an enclosed fenced dock area approximately four hundred and ten (410) feet long and approximately thirty-six (36) feet wide. This dock area is designated as a SCSS Facility Restricted Area ("Restricted Dock"). As such, SCSS has delegated access to the Restricted Dock area to the vessels utilizing this dock area at MARSEC Level 1. This means the vessels berthed at the Restricted Dock shall have collective control of the Restricted Dock's access and egress,



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the Restricted Dock area to the vessels utilizing this dock area at MARSEC Level 1. This means the vessels berthed at the Restricted Dock shall have collective control of the Restricted Dock's access and egress, but independently each vessel at the dock shall be allowed to provide access only to those individuals having business with their respective vessels ("Access Control"). Access Control is further delineated in SCSS Declaration of Security (DoS) between SCSS and MSRC Vessels and other vessels granted permission to use the dock. Notwithstanding anything to the contrary in this Agreement, SCSS maintains the right to access the Restricted Dock at any time as well as any Government Agency under SCSS Facility Security Plan.

At a MARSEC Level 2 or MARSEC Level 3, SCSS shall resume full responsibility for Access Control to the Restricted Dock, for which access may be restricted or denied based on the circumstances for an elevated MARSEC Level.

7. **Utilities:** Utilities shall be in addition to the Rent. MSRC agrees to pay one-half of the SCSS Facility's Electric Bill. SCSS agrees to (i) provide and maintain a shore power connection on the dock for MSRC OSRV; (ii) provide and maintain potable water to existing dock fittings for MSRC OSRV; (iii) maintain telephone/communication connection on the dock for MSRC OSRV (this excludes telephone/communication service, but includes point of entry and wall space for telephone/communication equipment in office server closet); and (iv) limited trash removal and disposal.

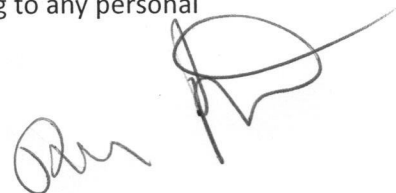
Trash removal shall be provided for domestic trash only. Other trash or waste includes, but may not be limited to, any regulated garbage, oil or oily waste, batteries, medical waste, florescent light bulbs, aerosol cans, paint, pyrotechnics, explosives, radioactive material, dunnage or scrap.

8. **Berth Maintenance:** SCSS shall provide and maintain adequate fendering for the OSRV lying alongside the dock. SCSS shall provide dock maintenance, keeping the dock in a reasonably good state of repair including all components of the Berth and fencing. MSRC shall have no obligation for maintenance of the dock, except for damage to the Berth caused by the act or omission of MSRC, its employees, agents or invitees.

9. **Other Services, Land Base Support:** Any additional SCSS services requested by MSRC while using the Berth shall be provided separate from this Agreement, and if such services are covered by another agreement, the terms and conditions of such agreement shall apply for those services. Any services not covered by an agreement shall be provided at SCSS current Rate Schedule SQMS-ADM-301 for the day such services are provided. Such other services may include, but are not limited to, all material handling of items over 50 lbs. to or from MSRC Vessels or dock area, removal and disposal of other than domestic trash, or general labor services.

10. **Outside Services:** If SCSS declines a request to perform any additional service, MSRC can select a vendor to conduct such services with SCSS approval. SCSS approval shall be based on the assurance that proper insurance coverage is provided and to ensure SCSS Safety and Security protocols are followed. SCSS may provide a supervisor, at the expense of MSRC, to oversee any outside service at SCSS Facility to ensure SCSS Safety and Security protocols are followed.

11. **MSRC Property:** All MSRC property at the Berth shall at all times be and remain the sole property of MSRC. SCSS shall not be responsible for any loss or damage occurring to any personal

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property owned, leased or operated by MSRC, its agents, employees, subcontractors or invitees whether or not caused by the action or actions of failure to act of SCSS, its agents or employees, prior to or subsequent to the termination of this Agreement, other than, to the extent permitted by law, for such loss or damage occurring as a result of the strict liability, negligence or willful misconduct of SCSS, its officers, representatives, agents or employees or SCSS misrepresentation or breach of or default under this Agreement. Notwithstanding anything in this Agreement to the contrary, SCSS and the Port of Los Angeles shall not assert a lien on any Vessel of MSRC or any other personal property of MSRC.

12. Indemnification:

12.1 **MSRC General Agreement to Indemnification:** MSRC hereby releases SCSS, its officers, representatives, employees, agents, successors, and assigns (individually and collectively, "SCSS Indemnitee") from, assumes any and all liability for and agrees to indemnify SCSS Indemnitees against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges and expenses (including, without limitation, reasonable attorneys, accounting, consulting, engineering, and other fees and expenses), imposed on, incurred by or asserted against SCSS Indemnitee or its interest in real property in the SCSS Facility arising out of (i) the use of the Berth, or any part of SCSS Facility by MSRC, its officers, representatives, agents, employees, subcontractors and invitees, and (ii) activities on or about the SCSS Facility by MSRC, its officers, representatives, agents and employees, of any nature, whether foreseen or unforeseen, ordinary or extraordinary, in connection with the use of the Berth, or any part of the SCSS Facility by MSRC, its officers, representatives, agents and employees; provided, however, that any such claim, liability, obligation, damage or penalty arising solely as a result of the negligence or willful misconduct of SCSS Indemnitee shall be excluded from this indemnity. This Section shall include within its scope but not be limited to any and all claims or actions for wrongful death, but any and all claims brought under the authority of or with respect to any local, state, federal environmental statute or regulation shall be covered by Section 12.4 and not this Section.

12.2 **SCSS General Agreement to Indemnification:** SCSS hereby releases MSRC, its officers, representatives, employees, agents, successors and assigns (individually and collectively, the "MSRC Indemnitee") from, assumes any and all liability for and agrees to indemnify the MSRC Indemnitees against, all claims, liabilities, obligations, damages, penalties, litigation, cost, charges and expenses (including, without limitation, reasonable attorney, accounting, consulting, engineering, and other fees and expenses), imposed on, incurred by or asserted against MSRC Indemnitee (i) as a result of SCSS default under the Permit or (ii) to the extent arising out of the negligence of SCSS, its officers, representatives, agents, employees, subcontractors and invitees of any nature whether foreseen or unforeseen, ordinary or extraordinary, in connection with the fulfillment of this Agreement or in the conduct of activities on or near the SCSS Facility by SCSS, its officers, representatives, agents, employees, subcontractors and invitees; provided, however, that any such claim, liability, obligation, damage or penalty arising solely as the result of negligence or willful misconduct of MSRC Indemnitee shall be excluded from this indemnity. This Section shall include within its scope but not be limited to any and all claims or actions for wrongful death, but any and all claims brought under the authority of or with respect to any local, state, or federal environmental statute or regulation shall be covered by Section 12.3 and not this Section.



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12.3 SCSS Indemnification for Pre-existing Conditions: SCSS represents to MSRC that at the time of the execution of this Agreement, SCSS Facility does not have any condition of contamination that could give rise to liability of MSRC for remediation, cleanup, damages, penalties, or costs of any kind. SCSS agrees to indemnify and hold harmless each of the MSRC Indemnitee against and in respect of, any and all damages, claims, losses, liabilities, and expenses (including, without limitation, reasonable attorney, accounting, consulting, engineering, and other fees and expenses), which may be imposed upon, incurred by, or assessed against any of MSRC Indemnitee by any other party or parties (including, without limitation, a governmental entity), arising out of, in connection with, or relating to the subject matter of: (i) SCSS breach of any of the representations set forth above in this Section; (ii) any environmental condition of contamination existing on SCSS Facility as of the commencement date of this Agreement that may give rise to liability, even if not discovered until after the date thereof; (iii) any violation of any environmental law or regulation with respect to the SCSS Facility existing as of or prior to the date of this Agreement, even if not discovered until after the date of this Agreement, not caused by MSRC operations; or (iv) any environmental condition of contamination occurring at SCSS Facility or any violation of any environmental law with respect to the SCSS Facility, after the date of this Agreement, not caused by MSRC operations.

12.4 MSRC Environmental Indemnification: MSRC agrees that it will comply with all environmental laws and regulations applicable to MSRC, including without limitation, those applicable to the use, storage and handling of hazardous substances in, on or about the Berth. MSRC agrees to indemnify and hold harmless each of the SCSS Indemnitee, as well as the Port of Los Angeles, against and in respect of, any and all damages, claims, losses, liabilities and expenses (including, without limitation, reasonable attorney, accounting, consulting, engineering, and other fees and expenses), which may be impose upon, incurred by, or assessed against any of SCSS Indemnitees or the Port of Los Angeles, as the case may be, by any other party or parties (including, without limitation, a governmental entity), arising out of, in connection with, or relating to the subject matter of: (i) MSRC breach of the covenant set forth above in this Section, or (ii) any environmental condition of contamination on the Berth or any violation of any federal, state or local environmental law with respect to the Berth first occurring after the commencement date of this Agreement and caused by MSRC operation. MSRC shall not have any other environmental obligation, including, without limitation, obligation for site remediation, site characterization or damages for preexisting contamination or contamination caused by SCSS or any third party, except as expressly provided above.

12.5 Survival of Indemnities: The foregoing indemnities shall survive the Term and shall be in addition to any SCSS or MSRC obligations for breach of a representation or warranty.

12.6 Water Under Berth: For purpose of Section 12, the term "SCSS Facility" shall include the water and ground in the general area around and under the dock and water area upon which the Berth is located, to the extent any condition of contamination of such water or ground could result in liability to a party with an interest in the SCSS Facility.

12.7 Rights in the Event of Remediation: If at any time during the initial term of or any extended terms of this Agreement, any investigation, removal, remediation or cleanup work of any kind is undertaken at, under or on the SCSS Facility, parking or storage areas, or the areas

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surrounding the Berth and/or parking areas, SCSS will provide MSRC all information it has and will diligently seek information concerning such investigation, removal, remediation or cleanup work, including without limitation, any scope of work, plans, reports and results of sampling of soil, subsurface soil, water, groundwater and air. If, based on the information provided or the unavailability of such information, MSRC reasonably determines that there is a risk to the health and safety of its employees, contractors or agents, and/or that the investigation, removal, remediation or cleanup work will prevent or unduly interfere with MSRC occupancy or use of the Berth, MSRC may terminate this Agreement upon fifteen (15) day written notice to SCSS, without being subject to the Termination Amount otherwise due under Section 3 of this Agreement.

13. **MSRC Insurance:** MSRC agrees at its sole cost and expense to procure and continuously maintain in full force and effect throughout the term of this Agreement, and with reliable insurance companies, having a A.M. Best rating of "A-" or better, the following insurance coverage:

- a. Hull and Machinery or Physical Damage insurance, including collision liability, on all vessels and all equipment, owned, leased, rented, or hired by MSRC that lay against or on the Berth or in SCSS Facility with an agreed value limit for each vessel, other than any vessels hired by MSRC from SCSS.
- b. Statutory Workers Compensation and Employers Liability insurance, extending to include a maritime endorsement to cover claims pursuant to the Jones Act or general maritime law and an endorsement for coverage pursuant to the Longshoreman's and Harbor Workers Act for all employees of MSRC with per occurrence minimum limits of \$1,000,000 with an alternate employer's/borrowed servant endorsement and an in rem endorsement.
- c. Commercial General Liability and Marine Service Liability insurance, including contractual liability for bodily injury and property damage to the extent of MSRC indemnity obligations with personal injury, independent contractor's liability, and contractual liability with a per occurrence minimum limits of \$25,000,000.
- d. Pollution coverage for all vessels and equipment owned, leased, rented or hired by MSRC that lay alongside or on the Berth or are in SCSS Facility with limits of \$20,000,000 for tank vessels and \$5,000,000 for non-tank vessels, other than any vessels chartered by MSRC from SCSS.
- e. Comprehensive Automobile Liability coverage for any vehicle owned, leased or hired with a \$1,000,000 combined single limit.
- f. MSRC shall provide Excess Liability in the amount of \$10,000,000 on all policies above.

All deductibles under the foregoing insurance shall be for the account of MSRC. If requested, MSRC shall deliver to SCSS certificates of insurance evidencing that the foregoing insurance coverage is in full force and effect. All policies shall waive subrogation against SCSS and their underwriters.

14. **SCSS Insurance:** SCSS agrees at its sole cost and expense to procure and continuously maintain in full force and effect throughout the term of this Agreement, and with reliable insurance companies having an A.M. Best rating of "A-" or better, the following insurance coverage:

- a. Commercial General Liability and Marine Services insurance, including contractual liability for bodily injury and property damage with per occurrence minimum limits of \$1,000,000.

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- b. Hull and machinery insurance, including full collision liability, on all vessels owned or operated by SCSS in the performance of this Agreement with an agreed value limit for each vessel for vessel valued greater than \$25,000 and self-insured for vessels valued at less than \$25,000, and property insurance for the Berth and the rest of the SCSS Facility, with limits appropriate to cover repair and replacement thereof.
- c. Protection and Indemnity insurance, including pollution liability and Jones Act coverage with a limit of \$1,000,000 per occurrence.
- d. Statutory Workers Compensation and Employers Liability insurance, extended to include coverage pursuant to the Longshoreman's and Harbor Workers Act for all employees of SCSS with per occurrence minimum limits of \$1,000,000.
- e. Comprehensive Automobile Liability with a \$1,000,000 combined single limit.

All policies shall waive subrogation against MSRC and their underwriters.

15. **Limited Waiver of Lien:** Notwithstanding anything in this Agreement to the contrary, SCSS waives any right to assert a lien (statutory or common-law) on any vessel of MSRC or any other personal property of MSRC which is oil spill response equipment to be used in connection with an oil spill event for which MSRC is providing response equipment and/or services.

16. **Notices:** All notices, demands and requests which may or are required to be given hereunder shall be in writing, delivered by personal service, or shall be sent by facsimile, email, United States certified mail (return receipt requested and postage prepaid) to the parties at the following numbers and addresses:

To MSRC:
Marine Spill Response Corporation
2280 Bates Ave., Suite 211
Concord, CA 94520

Attn: Contract Administrator
Email: doe@msrc.org
Fax:

To SCSS:
So. Cal. Ship Services
320 Golden Shore, Suite 340
Long Beach, CA 90802

Attn: Toni Banda
Email: tbanda@ship-services.com
Fax: 310-519-4017

or to such other numbers or addresses as either party may from time to time designate by written notice to the other party hereto at least fifteen (15) days in advance of an effective date stated herein.

17. **Notice Delivered:** Notices, demands and requests which may or shall be served in accordance with Section 15 of this Agreement shall be deemed sufficiently served or given for all purposes hereunder at the earlier of (i) the time such notice, demand or request shall be received by the addressee, or (ii) ten (10) days after posting via United States certified mail (return receipt requested and postage prepaid).

18. **Entire Agreement:** This Agreement represents the entire understanding and Agreement between MSRC and SCSS for berthing space and supersedes any and all prior Agreements, whether written or oral, that may exist between MSRC and SCSS for berthing space. No terms, conditions, prior course of dealings, course of performance, usage or trade, understanding, purchase orders or Agreement claiming to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing, signed by representatives of MSRC and SCSS to amend this Agreement.



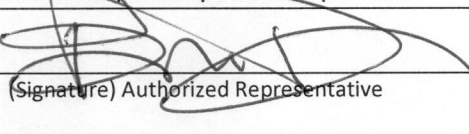
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19. **Severability:** The terms, conditions, and provisions of this Agreement are separate and severable. If any term, condition, or provision, or application thereof, shall be deemed invalid in whole or in part, such invalidity shall not affect the other terms, conditions, and provisions or the application thereof, of this Agreement.
20. **Assignment:** Neither MSRC or SCSS may assign its rights and obligations under this Agreement, in whole or in part, without prior written consent of the other party.
21. **Governing Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California. The parties agree that venue for purpose of any arbitration or other proceedings shall be conducted in Los Angeles County, California.
21. **Authority:** The individuals signing this Agreement on behalf of their respective party represent that they are authorized to sign this Agreement on behalf of the party for whom they are signing and that this Agreement has been duly authorized by that party.
22. **Execution:** This Agreement may be executed in counterpart, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to both Parties hereto. This Agreement is not binding on either Party until both Parties have executed and delivered one or more counterparts to the other Party.

In witness whereas, MSRC and SCSS here to have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

MSRC:

Marine Spill Response Corporation



(Signature) Authorized Representative

1 April 2019

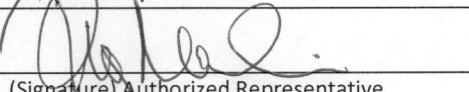
Date

Patrick Doe Contracts

(Print) Name and Title

SCSS:

So. Cal. Ship Services



(Signature) Authorized Representative

4-5-2019

Date

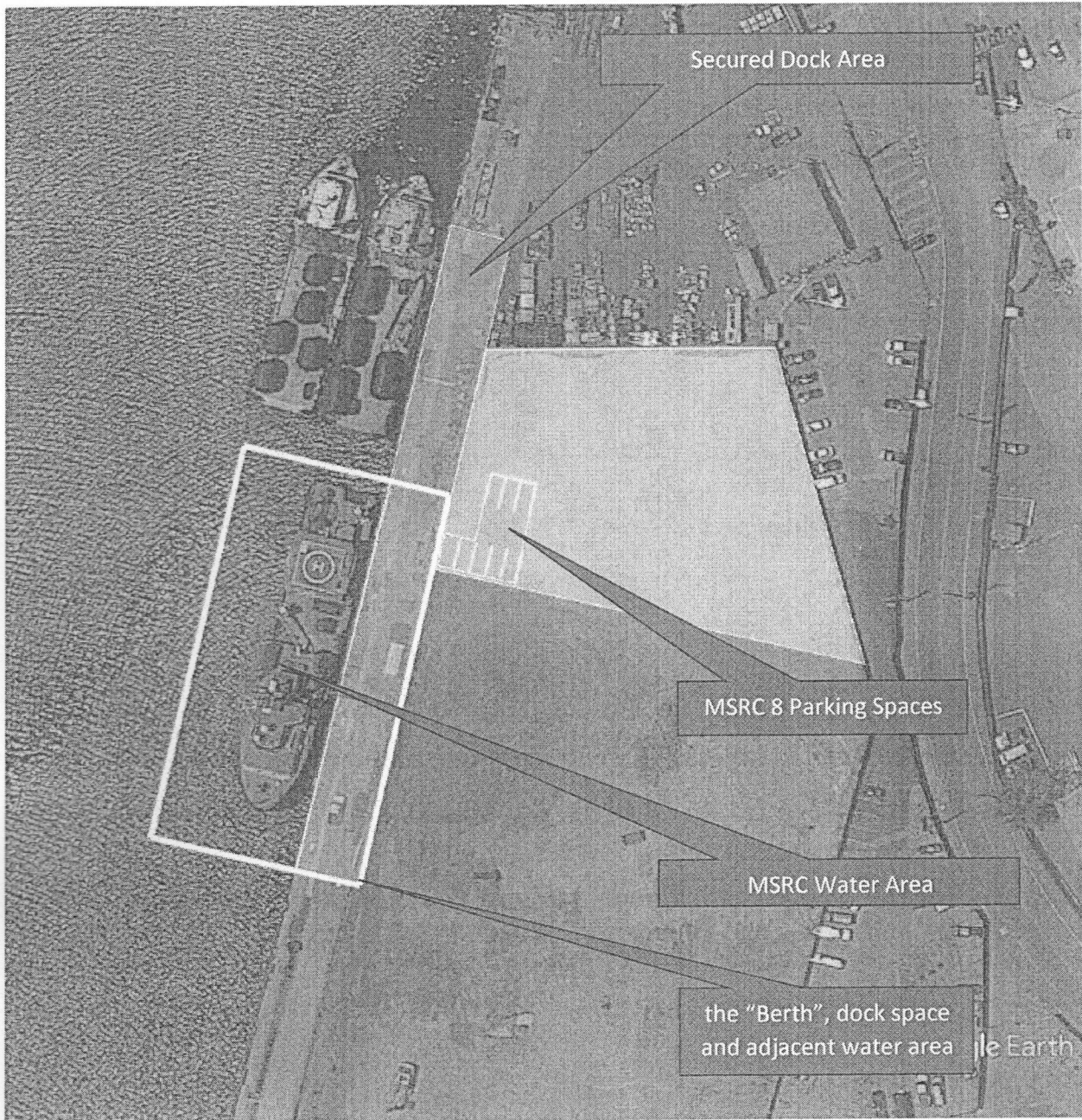
DOUGLAS O. MALIN RESOURCE MANAGER

(Print) Name and Title

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Exhibit A

Locations: Port of Los Angeles Berth 240X,
971 S. Seaside Avenue, Terminal Island, CA 90731



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FIRST AMENDMENT TO AGREEMENT FOR BERTHING

THIS FIRST AMENDMENT TO AGREEMENT FOR BERTHING BY AND BETWEEN SO. CAL. SHIP SERVICES (SCSS") AND MARINE SPILL RESPONSE CORPORATION ("MSRC") is made effective on December 7, 2024.

Whereas SCSS and MSRC are parties to that certain Agreement for Berthing dated March 1, 2019 ("Agreement"), under which MSRC leases berth space identified in Exhibit A of the Agreement ("Berth Space");

WHEREAS the initial term of the Agreement ended on December 31, 2023. On December 6, 2023, MSRC exercised its option to extend the Agreement through December 31, 2024;

Whereas the Agreement will terminate on December 31, 2024; and

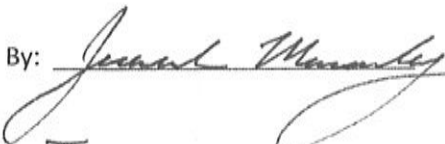
Whereas SCSS desires to continue to lease to MSRC, and MSRC desires to to continue to lease from SCSS, the Berth Space;

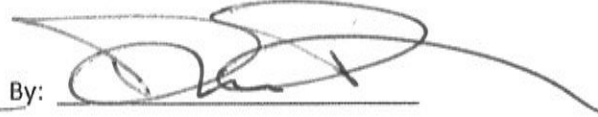
Now therefore for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **TERM:** The Lease term is hereby extended from December 31, 2024, through December 31, 2029 ("Term"), unless earlier terminated or extended in accordance with the terms of the Agreement, as amended hereby. MSRC has an option to extend the Term of the Agreement for one additional five-year period (until December 31, 2034) at the rates specified hereunder. If MSRC decides to exercise its' option to extend the Term of the Agreement, MSRC will notify SCSS in writing on or before November 1, 2029.
2. **RENT:** Starting January 1, 2025, MSRC shall pay SCSS \$ 10,725 per month, payable in advance on the first day of each month. On January 1, 2026 and thereafter on January 1st of each year of the Term (including any extended term), the monthly rent shall be increased by the annual Consumer Price Index adjustment as assessed by the Port of Los Angeles.
3. All terms and conditions of the Agreement shall otherwise remain unchanged and in full force and effect.

So. Cal. Ship Services

Marine Spill Response Corporation

By: 
Jeremiah Macaulay

By: 
Patrick Doe

Its: Manager

Its: Contract Administrator

Date: 12/7/2024

Date: 16 Dec 2024



SECOND AMENDMENT TO AGREEMENT FOR BERTHING

This Second Amendment to the Agreement for Berthing (“Second Amendment”) is entered into by and between So. Cal. Ship Services, LLC, a California limited liability company (“SCSS”), and Marine Spill Response Corporation, a Tennessee non-profit corporation (“MSRC”), collectively referred to as the “Parties,” and is effective as of January 1, 2026.

RECITALS

WHEREAS, SCSS and MSRC entered into that certain Agreement for Berthing, effective April 1, 2019 (the “Original Agreement”), as amended by that certain First Amendment to Agreement for Berthing, effective December 7, 2024 (collectively, “Agreement”); and

WHEREAS, SCSS occupies the SCSS Facility (as such term is defined in the Agreement) pursuant to a permit issued by the City of Los Angeles, Harbor Department (“Permit”), which is currently on a month-to-month, revocable basis and has been so throughout the term of the Agreement; and

WHEREAS, the City of Los Angeles, Harbor Department (“City”) has requested that the term of the Agreement be expressly concurrent with the Permit; and

WHEREAS, the Parties desire to amend the Agreement to clarify the term and controlling authority of the Permit while preserving MSRC’s month-to-month occupancy and future options.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Amendment to Term

The “Term” provision of the Agreement is hereby deleted in its entirety and replaced with the following:

Term

This Agreement shall be effective on a month-to-month basis commencing April 1, 2019, and shall continue in full force and effect concurrently with the term of the Permit.

The effective date and termination date of this Agreement shall at all times be concurrent with the effective date and termination date of the applicable Permit, as such Permit may be issued, renewed, extended, replaced, amended, or terminated.

Until such time as the City issues a long-term Permit to SCSS, this Agreement shall remain month-to-month and revocable consistent with the terms of SCSS's current Permit.

Upon issuance of a long-term Permit, MSRC shall have the option, but not the obligation, to continue this Agreement for a term concurrent with such long-term Permit, subject to approval by the City. MSRC's election to continue shall be evidenced by written notice to SCSS within sixty (60) days following SCSS's notification to MSRC of the issuance of the long-term Permit.

The initial term and all subsequent terms of the Agreement are expressly subject to the approval of the City.

2. Permit Controls

The following provision is hereby added to the Agreement as a new Section 23:

Permit Controlling

To the extent there is any conflict between the Permit and this Agreement, the Permit shall prevail. MSRC shall not further transfer or sublet all or any part of the berth and space identified in the attached Exhibit A-2025 (the "Berth"), which replaces Exhibit A of the Original Agreement, without the City's prior written consent.

3. Berthing Fee

The "Rent" provision of the Agreement is hereby deleted in its entirety and replaced with the following:

Starting January 1, 2026, MSRC shall pay SCSS \$9,750 per month, payable in advance on the first day of each month, for the Berth.

Beginning on January 1st of the year after the issuance of a long-term Permit and annually thereafter (for the length of the term including any extensions), the monthly rent shall be increased on a pro rata basis by the annual Consumer Price Index adjustment as assessed by the City.

4. Termination

For so long as the Agreement is effective on a month-to-month basis, the "Termination" provision of Section 3 of the Original Agreement shall not apply, and MSRC may terminate the Agreement upon thirty (30) days prior written notice.

5. No Other Modifications

Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect.

6. Authority

Each individual executing this Second Amendment represents and warrants that they are duly authorized to execute this Second Amendment on behalf of the respective party.

SIGNATURES

MSRC:

Marine Spill Response Corporation

Signed by:
Felecia Trim
Authorized Representative (signature)
B7E1718686BF4D8...
Felecia Trim Contract Administrator
Print Name and Title

1/16/2026

Date

SCSS:

So. Cal. Ship Services, LLC

Jeremiah Macaulay
Authorized Representative (signature)
Jeremiah Macaulay, Owner
Print Name and Title

1-14-2026

Date

EXHIBIT A-2025

Locations: Port of Los Angeles, Berth 240x
971 S. Seaside Ave, Terminal Island, CA 90731





SO. CAL. SHIP SERVICES, LLC

971 S. Seaside Avenue
Terminal Island, CA 90731
(310) 519-8411

Date: January 9, 2026

To: The Port of Los Angeles

Attn: Paul Demboski

Address: 425 S. Palos Verdes Street, San Pedro, CA 90731

Re: Notice and Request for Approval of Sublease – Marine Spill Response Corporation (MSRC)

So. Cal. Ship Services, LLC (“SCSS”) respectfully submits this letter in support of, and to formally document, a proposed sublease arrangement in accordance with the applicable lease and permit requirements. The following information is provided for your review and consideration:

(a) Transferee

The proposed transferee is **Marine Spill Response Corporation (MSRC)**.

(b) Transferee Background and Qualifications

MSRC is a nonprofit corporation registered in the State of Tennessee on December 20, 1990. MSRC is funded primarily by the Marine Preservation Association (MPA), whose member companies provide financial support but do not exercise operational control over MSRC’s activities.

MSRC is the largest U.S. Coast Guard-classified Oil Spill Removal Organization (OSRO) in the United States and has more than 30 years of experience responding to large-scale oil spills and emergency incidents. MSRC operates on a national basis and maintains substantial response assets, a highly trained and experienced workforce, and a long-standing reputation for regulatory compliance, operational readiness, and reliability.

(c) Type of Transfer

The proposed transfer is a **sublease**.

(d) Proposed Operations

The subject barge will be utilized by MSRC as a strategic oil spill response platform for staging, equipment storage, maintenance, and rapid deployment in the harbor and surrounding waters. MSRC will be solely responsible for all personnel training, safety management systems, and operational oversight. All activities will be conducted in full compliance with applicable U.S. Coast Guard OSRO standards and requirements, ensuring continuous 24/7 response readiness.

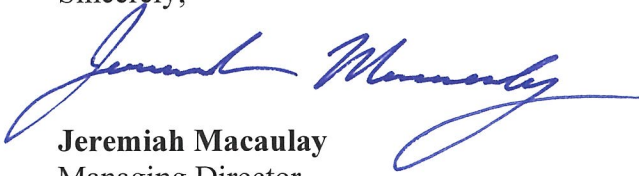
(e) Terms of Transfer

The specific terms and conditions of the sublease are set forth in the Agreement for Berthing, First Amendment and **Second Amendment**, which are attached for reference and review.

SCSS believes this proposed sublease supports the Port's and the region's spill response preparedness objectives while maintaining full compliance with all lease, permit, and regulatory requirements. We respectfully request your review and approval of the proposed sublease arrangement.

Please do not hesitate to contact me should you require any additional information or clarification.

Sincerely,

A handwritten signature in blue ink that reads "Jeremiah Macaulay". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Jeremiah Macaulay
Managing Director
So. Cal. Ship Services, LLC
Phone: (310) 519-8411
Email: jmacaulay@ship-services.com