

**AGREEMENT FOR AMENDMENT OF LEASE
AMENDMENT NO. 1**

THIS AGREEMENT FOR AMENDMENT OF LEASE AMENDMENT NO. 1 ("**Amendment**") is made and entered into this ____ day of _____, 20____, ("**First Amendment Effective Date**") by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, and, where applicable, acting through the Board of Port Commissioners of the San Diego Unified Port District ("**Landlord**") and CP KELCO U.S., INC., a Delaware corporation, and its predecessors, successors and assigns ("**Tenant**").

WHEREAS, Landlord and Tenant previously entered into that certain Amended and Restated Lease dated November 17, 2024 and on file in the Office of the Clerk of Landlord bearing Document No. 77934 (the "**Lease**"); and

WHEREAS, by this Amendment, Landlord and Tenant desire to modify the Lease as provided herein.

WHEREAS, terms capitalized but not defined herein shall have the meanings ascribed to them in the Lease; and

WHEREAS, Landlord and Tenant are mutually desirous of amending said Lease;

NOW THEREFORE, for valuable consideration, said Lease is hereby amended in the following respects and no others, and except as expressly amended, all terms, covenants and conditions of said Lease shall remain in full force and effect:

A. Said Lease is hereby amended by deleting Section 1.1 in its entirety, and replacing it with the following Section 1.1:

1.1 Term (See Article 3):

The Term of this Lease shall total twenty (20) years and be divided into the rental periods set forth below.

November 1, 2006 - October 31, 2011

November 1, 2011 - October 31, 2016

November 1, 2016 - October 31, 2017

November 1, 2017 - October 31, 2021

November 1, 2021 - October 31, 2026

"Commencement Date": November 1, 2006

"Expiration Date": October 31, 2026

"First Option Term" November 1, 2026 – October 31, 2029

"Second Option Term" November 1, 2029 – October 31, 2031

B. Said Lease is further amended by deleting Section 1.4 in its entirety, and replacing it with the following Section 1.4:

1.4 Monthly Rent (See Article 5):

The "Rent Commencement Date" shall be November 1, 2006.

Monthly Rent shall be payable as set forth in the following rent schedule, which amounts shall be inclusive of rent for use of the Landlord-owned improvements identified in Article 7 below:

Year of Lease	Rent Per Month
November 1, 2006 to October 31, 2007	\$47,500.00
November 1, 2007 to October 31, 2008	\$52,000.00
November 1, 2008 to October 31, 2009	\$56,500.00
November 1, 2009 to October 31, 2010	\$61,000.00
November 1, 2010 to October 31, 2016	\$64,500.00
November 1, 2016 to October 31, 2017	\$70,900.00
November 1, 2017 to October 31, 2018	\$72,899.00
November 1, 2018 to October 31, 2019	\$75,720.00
November 1, 2019 to October 31, 2020	\$77,969.00
November 1, 2020 to October 31, 2021	\$79,544.00
November 1, 2021 to October 31, 2022	\$82,726.00
November 1, 2022 to October 31, 2023	\$86,035.00
November 1, 2023 to October 31, 2024	\$88,900.00
November 1, 2024 to October 31, 2025	\$130,000.00
November 1, 2025 to October 31, 2026	\$135,200.00
First Option Term Rent	
November 1, 2026 to October 31, 2027	\$140,608.00
November 1, 2027 to October 31, 2028	\$146,232.00
November 1, 2028 to October 31, 2029	\$152,082.00
Second Option Term Rent	
November 1, 2029 to October 31, 2030	\$158,165.00

Year of Lease	Rent Per Month
November 1, 2030 to October 31, 2031	\$164,491.00

In addition to Monthly Rent, Tenant shall pay Additional Rent in accordance with the terms of Article 5 below.

C. Said Lease is further amended by adding the following Sections to Article 3 - Term:

3.3 Option(s) to Extend.

Provided that at the commencement of the Option Term Tenant has exercised the applicable Option to Extend in accordance with the terms of this Section 3.3 and the conditions to the valid exercise of the Option to Extend set forth below are satisfied, Tenant shall have the Options to Extend the Term described in Section 1.1. Each Option Term exercised in accordance with the terms of this Section 3.3 shall commence at the expiration of the then immediately preceding Term. If the Term is extended pursuant to an Option to Extend, the Expiration Date shall become the last day of the applicable Option Term.

Tenant shall have the Options to Extend the Term, as follows: (i) the First Option Term, for a three (3)-year period from November 1, 2026 through and including October 31, 2029, and (ii) the Second Option Term, for a subsequent two (2)-year period from November 1, 2029 through and including October 31, 2031, provided that the option for the Second Option Term may be exercised by Tenant only if Tenant exercised the option for the First Option Term.

Tenant shall deliver unconditional written notice of Tenant's election to exercise an Option to Extend not more than one (1) year, and not less than sixty (60) days, prior to the expiration of the immediately preceding Term. Time is of the essence for delivery of each notice to exercise each Option to Extend. Should Tenant fail to give Landlord written notice of its election to exercise an Option(s) to Extend in a timely manner as required herein, the Option to Extend and all subsequent Options to Extend shall thereafter be and become null and void and of no further force and effect. Tenant shall have no Option to Extend beyond the Options to Extend expressly described in Section 1.1. An Option to Extend the Term cannot be validly exercised by Tenant unless (i) Tenant shall not be or have been delinquent in the payment of Rent beyond any applicable notice or cure periods, and (ii) Tenant shall not be or have been in default hereunder beyond any applicable notice or cure periods, and (iii) on or before the date Tenant exercises the Option to Extend, Tenant has provided to Landlord the Additional Term Consideration defined in Section 3.3 below.

Upon timely exercise of said Option to Extend, and provided that Tenant satisfies the above requirements for exercise of the Option to Extend at the commencement of said Option Term, the then existing Term of this Lease shall be extended for such Option Term

in accordance with the terms, covenants, and conditions of this Lease, including the adjustment of Rent in accordance with Section 1.4, and all references herein to the "Term" shall include such Option Term.

Without limitation of the foregoing, no action by Tenant, including without limitation, any investment, improvement, maintenance, repair or alteration in or to the Premises, shall create any right of Tenant, or any obligation of Landlord, to extend the Term of this Lease beyond the Options to Extend expressly set forth in Section 1.1 and subject to the terms of this Section 3.3.

3.4 Additional Term Consideration.

As a condition precedent to Landlord's granting three (3) years of additional term during the First Option Term, if exercised by Tenant, and two (2) years of additional term during the Second Option Term, if exercised by Tenant (each referred to herein as an "**Additional Term**"), Tenant is required to provide consideration set forth herein (such consideration, the "**Additional Term Consideration**"). As Additional Term Consideration for the First Option Term, Tenant shall by August 1, 2026 (i) have made a Capital Investment (as defined in Section 6.8.1) of at least ten million and 00/100 dollars (\$10,000,000.00) toward the projects outlined in Section 6.8.1 below, (ii) have reduced NOx emissions by fifteen percent (15%) from the annual amount emitted in 2023, in accordance with Section 4.7.1 below, and (iii) have submitted to Landlord a redevelopment plan for the complete redevelopment of the Water Area of the Premises (the "**Water Area Redevelopment Plan**") to Landlord's satisfaction, which shall be in Landlord's sole and absolute discretion. As Additional Term Consideration for the Second Option Term, Tenant shall by August 1, 2029 (a) have made an additional Capital Investment of at least five million and 00/100 dollars (\$5,000,000.00) (together with the Additional Term Consideration for the First Option Term, totaling at least fifteen million and 00/100 dollars (\$15,000,000.00) in Capital Investment) toward the projects outlined in Section 6.1.1 below, (b) have reduced NOx emissions by twenty-five percent (25%) from the annual amount emitted in 2023, in accordance with Section 4.7.1 below, and (c) have used commercially reasonable efforts to provide to Landlord all documents necessary for review of the Water Area Redevelopment Plan under the California Environmental Quality Act (CEQA), and cooperate with Landlord in connection with such CEQA review. Expenditures made by Tenant on Capital Investments pursuant to the terms of this Amendment in excess of the Additional Term Consideration for the First and Second Option Terms may be eligible for consideration as investments qualifying for additional term in the event of future consideration by Landlord of a term extension, subject to Section 8.3, and provided the Landlord determines that such expenditures otherwise meet the requirements of the Port's policies, including BPC Policy 355, for consideration as capital investment qualifying for additional term eligibility. Notwithstanding the foregoing, any decision regarding any future term extension or qualification of any capital investment for additional term shall be in Landlord's sole and absolute discretion.

- D. Said Lease is further amended by amending the Article 4 heading and adding the following Section 4.7 – Emissions Reduction Requirements:

4. USE/EMISSIONS REDUCTION

4.7 Emissions Reduction Requirements.

4.7.1 Emission Reduction. Tenant acknowledges and agrees that as consideration for Landlord entering into this Amendment, Tenant has agreed to decrease diesel particulate matter, oxides of nitrogen, and other emissions (collectively “**Emissions**”) originating at the Premises in accordance with the terms of this Section 4.7 as follows:

(a) Emissions Reduction. By December 31, 2025, Tenant shall permanently reduce its oxides of nitrogen (NOx) emissions by 15% from the amount (measured in short tons) emitted during the calendar year period from January 1, 2023, to December 31, 2023. By December 31, 2028, Tenant shall permanently reduce its NOx emissions by an additional 10% (for a minimum total net reduction of 25%) from the amount (measured in short tons) emitted during the calendar year period from January 1, 2023, to December 31, 2023. Ongoing compliance shall be evidenced through the annual submission to Landlord, commencing July 1, 2026, and each July 1 thereafter, of an Approved Emissions Inventory Report, prepared in compliance with Air Pollution Control District Rule 19.3, or similar, which report shall be subject to the Landlord’s approval in its reasonable discretion. Tenant shall regularly and diligently monitor its operations to ensure that no equipment failure, undiscovered leak, or similar inadvertent occurrence (each an “Inadvertent Occurrence”) results in a failure of Tenant to meet the NOx emission reduction requirements in this Section 4.7.1(a). In the event of any Inadvertent Occurrence adversely impacting Tenant’s ability to meet the required NOx emission requirements, Tenant shall promptly commence using its commercially reasonable and diligent efforts to resolve the Inadvertent Occurrence and remedy any adverse impact to Tenant’s ability to meet the NOx emission reduction requirements. In the event that, despite Tenant’s regular and diligent monitoring, and Tenant’s prompt, diligent, and commercially reasonable efforts to resolve any Inadvertent Occurrence, an Inadvertent Occurrence proximately causes Tenant to fail to meet the NOx emission reduction requirements under this Lease for a given calendar year, such failure shall not be a default as long as Tenant promptly commences its commercially reasonable and diligent efforts to remedy the failure to meet the NOx emission reduction requirements and diligently continues such efforts until the remedy is complete. Notwithstanding the foregoing, Tenant shall not be excused from meeting the NOx emission reduction requirements under the preceding sentence for more than one single calendar year during the Term, and any subsequent failure to meet the NOx emission requirements for any given year thereafter shall be a default under this Lease.

(b) Propane Forklifts. Within two years of the First Amendment Effective Date, all propane forklifts used at the Premises will be replaced with electric forklifts. Tenant shall include a provision in any sublease of any portion of the Premises requiring the subtenant to also meet this requirement

(c) Trash Haul Optimization. By January 1, 2028, Tenant will implement and complete a trash haul optimization project for operations at the Premises, reducing haul times and increasing compaction of trash.

(d) Fleet Vehicles. By December 31, 2030, Tenant shall replace all fleet vehicles at the Premises with electric vehicles. Tenant shall include a provision in any sublease of any portion of the Premises requiring the subtenant to also meet this requirement.

(e) Diesel-Powered Equipment and Vessels. By December 31, 2030, Tenant shall convert all diesel-powered equipment, including but not limited to, travel lifts, air compressors, engines, marine engines, vessels and/or other equipment used in connection with the operation of the Premises to equipment and vessels utilizing Tier 4 certified engines or greater. Additionally, all vessels shall be connected to shore power for the duration of time that they remain on the Premises. Tenant shall include a provision in any sublease of any portion of the Premises requiring the subtenant to also meet these requirements.

(f) Documentation. Tenant shall provide evidence to Landlord's reasonable satisfaction of completion of the requirements in Sections 4.7.1(b) through 4.7.1(e) above, including, without limitation, proof of order, delivery, deployment, and operation of equipment, vehicles, and vessels, and as to Section 4.7.1(c) specifically, plans and service agreements.

4.7.2 Emissions Reduction Consultant. Within one hundred and twenty (120) days of the First Amendment Effective Date, Tenant shall retain, at its sole cost and expense, a consultant, to be approved by Landlord in its reasonable discretion, to develop a program to be implemented at the Premises to (a) identify mobile and stationary missions source reduction opportunities at the Premises including those opportunities that can benefit from incentive funding or grant opportunities, (b) implement Emission source reductions and (c) ensure that Tenant meets all applicable local, state, and federal regulatory requirements, including but not limited to requirements of the San Diego Air Pollution Control District and the California Air Resources Board (CARB). Tenant shall provide a copy of the program (and any updates to the same) upon receiving a request from Landlord for the same.

4.7.3 Rail Use. Tenant shall minimize heavy-duty diesel truck usage at the Premises by utilizing rail service when possible.

4.7.4 MCAS. Tenant acknowledges and hereby supports the goals and

objectives outlined in the Maritime Clean Air Strategy adopted by the BPC at the October 12, 2021 meeting of the Board of Port Commissioners. Furthermore, Tenant shall commit to (a) reducing Emissions from portable air compressors and other diesel sources at the Premises, (b) promoting Best Practices for reducing Emissions, and (c) reducing Emissions generated from employee transportation. For avoidance of doubt, Emissions shall include those produced by water vessels, vehicles, and/or truck trips originating at or traveling to the Premises.

E. Said Lease is further amended by adding the following Sections to Article 6 – Capital Investment Projects, Construction, and Alternation of Improvements:

6.8 Commencement and Completion of Capital Investment Projects

6.8.1 Capital Investment

(a) For purposes of satisfaction of the Additional Term Consideration, the term “**Capital Investment**” shall mean:

(i) the Initial Capital Projects (as defined in Section 6.1.2 below); or

(ii) any additional improvement project(s) submitted by Tenant to Landlord after the First Amendment Effective Date that satisfies the following (any such project an “**Additional Capital Project**”): (A) such project(s) is determined by Landlord to meet the conditions, standards, and requirements of BPC Policy No. 355 related to lease term extensions, and (B) such project(s) is approved by Landlord, in its sole and absolute discretion. Tenant acknowledges and agrees that any and all Additional Capital Projects that may be proposed by Tenant may be approved, denied, modified, or conditioned by Landlord in its sole and absolute discretion.

6.8.2 Initial Capital Projects. The items set forth and described on Exhibit J attached to this First Amendment are collectively defined as the “Initial Capital Projects”. Tenant shall be required to complete one or more of the Initial Capital Projects in order to satisfy the requirements of Sections 3.3, 3.4, and 4.7.1(a) in accordance with plans and specifications, including but not limited to working drawings, submitted to and approved in writing by Landlord prior to the commencement of any Initial Capital Projects, subject to applicable CEQA and/or Coastal Act review, and any required permits or entitlements. Following Tenant’s receipt of all necessary entitlements, including completion of applicable CEQA and/or Coastal Act review, all of which are subject to Landlord’s full discretion under Section 8.3, Landlord’s approval of submitted plans and specs will not be unreasonably withheld, conditioned, or delayed if the submitted plans and specifications are consistent with Exhibit J and are in substantial conformance and all applicable CEQA and Coastal Act determines and all applicable entitlements. Except as otherwise set forth in this Section 6.8.2, the Initial Capital Projects shall be subject to and completed in

accordance with the requirements applicable to Major Alterations set forth in Article 6 of the Lease and shall constitute a Major Alteration for purposes of this Lease. Tenant expects to have Completed the Cogeneration Plant Turbine #2 upgrade noted on Exhibit J attached to this Amendment) by the First Amendment Effective Date with an approximate cost of \$8,100,000. The Parties further acknowledge that Tenant has submitted project documentation to Landlord for Cogeneration Plant Turbine #1. Subject to **Landlord's** (1) approval of the Cogeneration Plant Turbine #1 project in accordance with the provisions above following Tenant's receipt of all necessary entitlements, including completion of applicable CEQA and/or Coastal Act review, all of which are subject to Landlord's full discretion under Section 8.3, and (2) verification of Completion and construction costs in accordance with the requirements of this Article 6 for the Cogeneration Plant Turbine #1 and #2 projects individually, Completion of these Initial Capital Project improvements shall count towards satisfaction of the Additional Term Consideration requirements as set forth herein.

6.8.3 Additional Capital Projects. Subject to 6.8.1(a)(ii), Tenant may make additional Capital Investments in the form of Additional Capital Projects to, along with the Initial Capital Projects, satisfy the Additional Term Consideration Capital Investment requirements. Any Additional Capital Projects shall be subject to the following:

(a) Any proposed Additional Capital Project must include the estimated construction costs of the Additional Capital Project ("**Project Construction Value**"), which costs shall include labor and materials for the construction of the Additional Capital Project, as well as reasonable contractor (but not developer) profit and overhead (collectively "**Construction Costs**"). The Project Construction Value shall be approved by Landlord in connection with any approval of the corresponding Additional Capital Project. Subject to Section 6.8.1(a)(ii), the actual Construction Costs of the Additional Capital Project expended by Tenant (as opposed to the approved Project Construction Value) will dictate the Capital Investment associated with such Additional Capital Project to be credited toward the Additional Term Consideration. Tenant shall submit to Landlord an itemized statement evidencing the true and accurate costs of the project in accordance with Section 6.4 of the Lease.

(b) All Additional Capital Projects shall be subject to and completed in accordance with the requirements for Major Alterations under this Article 6 and shall constitute a Major Alteration for purposes of this Lease and must be Completed by the deadlines set forth in Section 3.4 in order to qualify as a Capital Investment.

6.9 Capital Investment.

Any Capital Investments made by the Tenant under this Lease do not constitute or reduce Rent payments. All Rent required by this Lease remains due and payable regardless of any Capital Investments.

6.10 Barge Removal

Tenant shall require Subtenant to prepare plans and specifications and other submittals required by the Landlord for Subtenant's application for all entitlements necessary to remove the "Raymond L" barge ("Barge") from the Premises, and shall assist Subtenant wherever practicable with diligently pursuing all such entitlement applications. Following receipt of all necessary entitlements, including completion of applicable CEQA and/or Coastal Act review, if determined by the Landlord to be required, Tenant shall require Subtenant and shall provide support to Subtenant wherever practicable, to completely remove the Barge from the Premises in accordance with such entitlements, and require Subtenant to have completed removal of the Barge from the Premises within 180 days of receipt of all necessary entitlements unless such time is extended by the Landlord in writing, in Landlord's sole and absolute discretion. Tenant shall include a provision in any sublease for all or any portion of the Premises that includes the Barge requiring the subtenant to meet the requirements of this Section. Notwithstanding the foregoing or anything to the contrary in this Amendment, the Lease, or any Sublease, Tenant remains primarily, unconditionally, and directly liable to Landlord for the full, timely, and proper removal of the barge (the "Barge Removal Obligation"). No delegation of the Barge Removal Obligation to Subtenant, nor any failure, neglect, or default by Subtenant with respect to the Barge Removal Obligation, shall relieve, release, or diminish Tenant's obligations hereunder. Landlord may pursue enforcement of the Barge Removal Obligation directly against Tenant, without prior notice to, demand upon, or action against Subtenant, and Landlord shall be entitled to exercise all rights and remedies available under the Lease (as amended) and at law or in equity in the event of Tenant's breach. Tenant's obligations under this Section 6.10 survive the expiration or earlier termination of the Lease until the Barge Removal Obligation has been fully satisfied.

F. Said Lease is hereby amended by adding the following Article 29 – AQUACULTURE AND MARINE TECHNOLOGY:

29. AQUACULTURE AND MARINE TECHNOLOGY

29.1 Aquaculture and Marine Technology Entity Support.

29.1.1 Tenant shall provide certain space, services, utilities, and expertise from among those items described below in this Section 29.1 ("**Aquaculture and Marine Technology Entities Matters**") at the Premises to support Landlord selected marine technology entities ("**Aquaculture and Marine Technology Entities**"), at Landlord's option, during the Term of the Lease, promptly after Tenant's receipt of written notice from Landlord detailing the applicable Aquaculture and Marine Technology Entities Matters under items (a) through (e) below with respect to which Landlord requires Tenant's cooperation:

- (a) Providing up to approximately 17,840 sq ft of warehouse space

within the Premises at a location within the area identified on Exhibit K attached hereto at no cost to Landlord or Aquaculture and Marine Technology Entity (provided, however, that Landlord may charge Aquaculture and Marine Technology Entities for use of such space, as determined in Landlord's sole and absolute discretion), as well as as-needed ancillary space within the Premises in locations reasonably acceptable to Tenant for Tenant Improvements ("TIs") under subsection (c) below inside and/or outside of warehouse space;

(b) Providing associated access to certain facilities within the Premises in a manner and at locations reasonably necessary to accommodate operations of Aquaculture and Marine Technology Entities, including but not limited to, access to common areas such as bathrooms, parking, and docking;

(c) Constructing TIs at a maximum cost of \$2,500,000 (including without limitation any design and construction costs), including but not limited to, the refurbishment of the existing saltwater intake and distribution system. Such expenditures made by Tenant on such TI's shall not qualify as an Initial Capital Project or an Additional Capital Project but may be eligible for consideration as investments qualifying for additional term in the event of future consideration by Landlord of a term extension, subject to Section 8.3, and provided the Landlord determines that such expenditures otherwise meet the requirements of the Port's policies, including without limitation BPC Policy 355, for consideration as capital investment qualifying for additional term eligibility. Notwithstanding the foregoing, any decision regarding any future term extension or qualification of any capital investment for additional term shall be in Landlord's sole and absolute discretion.

(d) Making available certain of the existing utilities at the Premises, including but not limited to electrical power, wastewater discharge, fresh-water, and liquid oxygen, at bulk rates without markup by Tenant, to be promptly reimbursed to Tenant by the party designated by Landlord (either Landlord or Aquaculture and Marine Technology Entities, as determined in Landlord's sole and absolute discretion), with such reimbursement payments to be made in a manner reasonably directed by Tenant; and

(e) Providing additional professional services or space within the Premises, subject to reimbursement, with the terms of such services and reimbursement to be reasonably agreed upon by Landlord and Tenant in advance; provided that reimbursement may, as determined by Landlord in its sole and absolute discretion, be paid to Tenant either as a cumulative total potential Rent credit not to exceed \$75,000 per year and/or as a direct reimbursement payment or payments by the applicable Aquaculture and Marine Technology Entity to Tenant, with such payment or payments to be made in a manner reasonably directed by Tenant.

29.2 Use of Premises for Aquaculture and Marine Technology Matters.

Following Landlord's delivery to Tenant of written notice of exercise of its option under the terms of this Article 29 (which may be exercised once or multiple times, in connection with one or multiple Aquaculture and Marine Technology Entities, as determined by Landlord in its sole and absolute discretion, provided that the obligations of Tenant under such exercised options shall not in aggregate exceed the requirements set forth in Section 29.1 above), the Tenant shall enter into one or more subleases with either (as determine by Landlord in its sole and absolute discretion) Landlord or the applicable Aquaculture and Marine Technology Entities on commercially reasonable terms for use of the portion of the Premises identified by Landlord in accordance with the terms of Section 29.1.1(a) above and this Section 29.2 ("**Aquaculture and Marine Technology Sublease**"). Upon execution of an Aquaculture and Marine Technology Sublease, Tenant shall use its commercially reasonable and diligent efforts to complete the applicable TIs and make the sublease space available as soon as possible but no later than eighteen (18) months thereafter, subject to extension for delays caused by Landlord, the applicable Aquaculture and Marine Technology Entity, or Force Majeure events. If Landlord enters a Aquaculture and Marine Technology Sublease, it may use such subleased space pursuant to the terms of the applicable Aquaculture and Marine Technology Sublease on its own or authorize use by any Aquaculture and Marine Technology Entity. Tenant shall have no right to charge for the use of space by Landlord or any Aquaculture Marine Technology Entity, or to otherwise charge for or monetize the activities of Landlord or any Aquaculture and Marine Technology Entity on the Premises, except for the reimbursements expressly set forth in this First Amendment. Landlord shall retain exclusive rights to charge Aquaculture and Marine Technology Entities for use of the subleased space or to otherwise monetize the use of subleased space under any Aquaculture and Marine Technology Sublease and the products produced and operations conducted at such subleased space by Aquaculture and Marine Technology Entities. Landlord acknowledges and agrees that while present on the Premises all Aquaculture and Marine Technology Entities and their respective employees, agents, representatives, contractors, subcontractors, suppliers, materialmen, workmen, licensees, concessionaires, or Affiliates (together with the Aquaculture and Marine Technology Entities, the "**Aquaculture and Marine Technology Entity Parties**") must comply with (i) all appropriate safety protocols and personal protective equipment ("**PPE**") requirements of Tenant, (ii) all other reasonable rules and regulations of Tenant, and (iii) all applicable Laws.

29.3 Aquaculture and Marine Technology Entity Indemnity.

Each Aquaculture and Marine Technology Sublease shall include a provision for the subtenant to defend the Tenant Parties, at the subtenant's sole cost and expense and with counsel reasonably selected by Tenant, and hold the Tenant Parties harmless from any and all claims (including claims under negligence and strict liability), demands, liability, losses, causes of actions and suits of any kind, administrative or judicial proceedings, orders, judgments, and all Related Costs arising directly or indirectly out of (i) any accident,

injury or damage whatsoever caused to any Person or the property of any Person on or about the Premises by the subtenant or its employees, agents, or contractors (collectively, along with subtenant, the “**Subtenant Parties**”) in connection with their use, occupancy, possession or operation of any portion of the Premises pursuant to the terms of this Article 29, or (ii) the use, occupancy, possession or operation of the Premises by any Subtenant Party, or any acts or omissions of any Subtenant Parties in connection with their use, occupancy, possession or operation of any portion of the Premises pursuant to the terms of this Article 29, except to the extent arising through the negligence or willful misconduct of Tenant. Tenant, at its election, may conduct its own defense with its own counsel independent from subtenant’s counsel (and in that event subtenant will select its own counsel) and the reasonable costs incurred by Tenant in such defense shall be covered by the foregoing indemnification, hold harmless and defense obligations, which indemnity obligations shall survive the expiration or earlier termination of the sublease.

29.4 Insurance Requirements.

Before entering the Premises, any Aquaculture and Marine Technology Entity shall have in place and maintain (and shall deliver to Tenant evidence thereof), general liability insurance, from an insurer reasonably acceptable to Tenant, in the amount of no less than Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence (or such greater or lesser amount as Landlord and Tenant shall in good faith agree would be commercially reasonable given the use permitted under the applicable Aquaculture and Marine Technology Sublease), such policies to name Tenant and any subtenant of Tenant as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by any Aquaculture and Marine Technology Entity in connection the use, occupancy, possession or operation of the Premises by any Aquaculture and Marine Technology Entity. Evidence of such insurance must be delivered to Tenant before the applicable Aquaculture and Marine Technology Entity enters or gains access to the Premises.

G. Said Lease is hereby amended by adding the attached Exhibit J.

H. Said Lease is hereby amended by adding the attached Exhibit K.

I. Guaranty Reaffirmations.

As a condition to the effectiveness of this Amendment, Tenant shall obtain and provide to Landlord fully executed Reaffirmations of Guaranty from all the existing Guarantors’ in substantially the form attached to this Amendment as Exhibit L.

J. Representations and Warranties. In connection with this First Amendment, Tenant represents, warrants, and agrees as follows:

a. It has received independent legal advice from its counsel with respect to the advisability

of making the agreements provided for herein, and with respect to the advisability of executing this First Amendment;

b. It has not relied upon any statement, representation, or promise of the other party or of any of the attorneys or any other representatives of such other party in executing this First Amendment or making the agreements provided for herein, except for such representations and promises set forth in this First Amendment;

c. No party shall be deemed to be the drafter of the Lease, or of any particular provision or provisions, and no part of the Lease shall be construed against any party on the basis that the particular party is the drafter of any part of the Lease; and

d. It understands the contents hereof, and this First Amendment is executed voluntarily with full knowledge of its significance.

K. Miscellaneous.

a. Tenant warrants and represents to Landlord that Tenant has the legal authority, capacity and direction from its principal(s) to enter into this First Amendment and that all resolutions, ordinances or other actions have been taken so as to enter into this First Amendment.

b. Except as modified by this First Amendment, the Lease is hereby ratified and confirmed. The Recitals set forth above are incorporated into this First Amendment by reference.

c. Venue for any legal proceeding shall be in San Diego County, California. This First Amendment shall be construed and enforced in accordance with the laws of the State of California.

d. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any facsimile or copies of original signatures or signatures delivered electronically (such as .pdf, .tif, or other electronic files or via DocuSign) shall be considered and treated as if they were original signatures.

Attachments:

Exhibit J – Initial Capital Projects

Exhibit K – Warehouse Space Map

Exhibit L – Form of Reaffirmation of Guaranty

EXHIBIT J**INITIAL CAPITAL PROJECTS**

Improvement	Improvement Description	Est Total
Belt Street Sub Replacement/Utility Feed	Provide redundancy to 16Kv line that bridges SDG&E grid with CP Kelco Co-Gen Plant.	\$10M
Solar installation	Solar installation to provide up to 1.8 Mw of power.	\$4M
Cogeneration Plant Turbine #1 Upgrades	Replace Engine, New Oil Cooler upgrade, and Generator Refurbishment.	\$4.2M
Cogeneration Plant Turbine #2 Upgrades	Overhaul Engine, New Controls.	\$8.1M
Boiler Upgrades	Upgrade to low Nox burner on Boiler #8.	\$1.5M
Distillation reconstruction	Replace Current Still Columns system.	\$30M
Install insulation on various plant equipment	Insulate main steam pipes and uninsulated heat exchangers.	\$0.2M
Steam recovery	Install new heat exchangers on steam recovery system outlet and on steam recovered from fermentation steam stacks.	\$0.7M
Upgrade steam traps	Install field sensors on traps for remote monitoring.	\$0.5M
Upgrade stills to increase operational efficiency	Replace current evaporative chillers.	\$2.0M
Replace and install new heat exchange equipment	Addition of new exchangers to distillation column #2 and on distillation columns bottoms.	\$1.5M

EXHIBIT K



REAFFIRMATION OF EXISTING GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, as Guarantor under that certain Guaranty dated December 21, 2005 (the "Existing Guaranty") with respect to the lease by and between CP Kelco U.S., Inc. a Delaware corporation and the San Diego United Port District, a California corporation, which was Amended and Restated on November 17, 2024 ("Lease") hereby (i) acknowledges receipt of and consents to the Agreement For Amendment of Lease Amendment No. 1 amending the Lease ("Amendment") dated _____, and (ii) confirms, ratifies, and agrees that the terms and conditions of the Existing Guaranty, including the Guarantors' promises, obligations, covenants and guarantees thereunder, remain in full force and effect and shall continue to apply with equal force with respect to Amendment and under the Lease as amended following the Effective Date of the Amendment.

J. M. Huber Corporation,
a New Jersey corporation

By: _____
Signature

Name: _____

Its: _____

Dated: _____

State of _____)
County of _____)

On _____, before me, _____, Notary
Public, personally appeared _____, who proved to me on the

basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REAFFIRMATION OF EXISTING GUARANTY

The undersigned, as Guarantor under that certain Guaranty dated November 17, 2024 (the "Existing Guaranty") hereby (i) acknowledges and consents to the Agreement For Amendment of Lease Amendment No. 1 ("Amendment") dated _____, and (ii) notwithstanding the Transfer of Ownership Interest (as defined in the Amended and (ii) agrees that the terms and conditions of the Existing Guaranty, including the Guarantors' promises, obligations, covenants and guarantees thereunder, shall continue to apply with equal force with respect to the Amendment following the Effective Date of the Amendment.

Tate & Lyle PLC,
a United Kingdom public limited company

By: _____
Signature

Name: _____

Its: _____

Dated: _____

**[[NOTE TO DRAFT: PLEASE PROVIDE
GUARANTOR'S BY-LAWS/CHARTER
AND, AT EXECUTION, SIGNATURE
AUTHENTICATED BY APOSTILLE
STAMP]]**

State of _____)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REAFFIRMATION OF EXISTING GUARANTY

The undersigned, as Guarantor under that certain Guaranty dated November 17, 2024 (the "Existing Guaranty") hereby (i) acknowledges and consents to the Agreement For Amendment of Lease Amendment No. 1 ("Amendment") dated _____, and (ii) notwithstanding the Transfer of Ownership Interest (as defined in the Amended and (ii) agrees that the terms and conditions of the Existing Guaranty, including the Guarantors' promises, obligations, covenants and guarantees thereunder, shall continue to apply with equal force with respect to the Amendment following the Effective Date of the Amendment.

TLHUS, Inc.,
a Delaware corporation

By: _____
Signature

Name: _____

Its: _____

Dated: _____

State of _____)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)