



Last Revised: June 1, 2026

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## **Licensee Ports, Industrial Park, and Marina Rules**

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*This document ("**Licensee Ports, Industrial Park, and Marina Rules**") sets forth the rules, policies, and supplementary License terms applicable to all Licensees at the Port of Coeymans (New York), the Coeymans Industrial Ports and Industrial Park (New York) and the Pier J property (South Carolina) (together the "**Ports and Industrial Park**"). It is incorporated by reference into each License agreement ("**License**") between the Owner and a Licensee within the Ports and Industrial Park. The first section below outlines general Ports and Industrial Park rules and regulations ("**Port Rules**") that all Licensees must follow. In the event of any conflict between these additional terms and the main License, these terms shall control to the extent permitted by law.*

## **Licensee Port Rules (Applicable to All Licensees)**

Applies To: All Licensees and guests at the Coeymans Port Complex and related buildings/facilities (collectively, the "Project"), including all of their employees, invitees, contractors, and vendors (collectively, "Licensee Parties").

### **1. INCORPORATION; PRECEDENCE; AMENDMENTS**

1.1 Incorporation. These Port Rules are incorporated into each License agreement (each, a "License") as if fully set forth therein. Capitalized terms not defined here have the meanings in the License.

1.2 Precedence. To the fullest extent permitted by law, if any conflict exists between a License and these Port Rules, the provision most favorable to Owner controls.

1.3 Amendments. Owner may amend these Port Rules at any time, in Owner's sole discretion, by posting to [www.carvercompanies.com/about-us/port-tariff-information/](http://www.carvercompanies.com/about-us/port-tariff-information/) (the "Rules Site"). Continued access after posting constitutes acceptance of the amendment.

1.4 License Default. A breach of these Port Rules constitutes a breach of the License (subject to any applicable notice and cure rights expressly set forth in the License).

### **2. DEFINITIONS**

2.1 "Owner Parties" means Owner and its parents, affiliates, managers, members, officers, employees, agents, contractors, and lenders.

2.2 "Licensee Parties" means Licensee and its employees, invitees assignees, licensees, contractors, vendors, and agents.

2.3 "License Fee" means an amount paid to Owner for the Licensee's access to the Licensed Area, if applicable.

2.4 "Licensed Area" means the land, building, road, property, or port in which Owner is allowing the Licensee Parties access.

### **3. No Tenancy; No Property Rights.**

3.1 Notwithstanding anything to the contrary contained in the License, these Port Rules, or any other agreement between the Parties, Licensee acknowledges and agrees that the License grants only a revocable, non-exclusive privilege to access and use the Licensed Area for the limited purposes expressly authorized by Owner. The License does not create, and shall not be construed as creating, a leasehold estate, tenancy, easement, possessory interest, exclusive right of occupancy, or any other real property interest in favor of Licensee.

3.2 Owner retains possession, dominion, and control over the Licensed Area and all portions of the Project at all times. Licensee's rights are subordinate to Owner's rights and the rights of Owner's employees, contractors, tenants,

licensees, invitees, customers, governmental authorities, and other authorized users.

3.3 Owner may, at any time and in its sole discretion, modify the boundaries of the Licensed Area, impose operational restrictions, suspend access, or revoke access to all or any portion of the Licensed Area for operational, safety, security, maintenance, regulatory, construction, or business purposes.

3.4 Licensee expressly waives any claim that the License creates a landlord-tenant relationship and agrees that Licensee shall have no rights under any federal, state, or local laws applicable solely to tenants, lessees, or occupants possessing a leasehold interest in real property.

3.5 Licensee acknowledges that its rights under the License are non-exclusive unless expressly stated otherwise in the License. Owner reserves the right to grant access rights, licenses, leases, easements, or other use rights to third parties within the Project, including within areas adjacent to or overlapping the Licensed Area, provided such activities do not materially interfere with the rights expressly granted to Licensee under the License.

#### 4. ACCESS, SECURITY, AND CONDUCT

4.1 Credentials. All Licensee Parties must comply with Owner's access controls, carry government identification on request, and display Owner-issued badges where required.

4.2 Screening/Training. Owner may require background checks, security credentials (e.g., TWIC or equivalent), drug/alcohol testing (post-incident or reasonable suspicion), and safety/security training as conditions of access.

4.3 Searches/Prohibited Items. Vehicles, packages, and containers are subject to inspection. Firearms, explosives, illegal drugs, drones, and hazardous consumer items are prohibited unless Owner authorizes in writing.

4.4 Photography/Recording. No photography, videography, mapping, or telemetry without Owner's prior written consent.

4.5 Suspension. Owner may suspend or revoke access for violations or safety/security concerns without abatement of the License Fee, if applicable.

4.6 Emergency Closures. Owner may restrict or close the Project for weather, security, utility, or other emergencies.

#### 5. USE; NUISANCE; SMOKING; ANIMALS

5.1 Use. Licensed Area shall be used only for lawful uses permitted by the License and consistent with a working port environment.

5.2 Nuisance. Licensee shall not cause nuisance, vibration, excessive noise, odors, or light spill beyond the Licensed Area.

5.3 Smoking/Cannabis. Smoking/vaping only in designated exterior areas. Cannabis is prohibited anywhere on the Project regardless of state law.

5.4 Animals. No animals except bona fide service animals.

#### 6. PARKING; TRAFFIC; DELIVERIES; MOVES

6.1 Ports and Industrial Parking. Non-exclusive, first-come parking in areas designated by Owner; no overnight parking, storage, or repairs without Owner consent.

6.2 Traffic Rules. Obey posted limits, routing, and signage; heavy vehicles must use designated routes.

#### 7. ENVIRONMENTAL; HAZARDOUS MATERIALS; STORMWATER

7.1 Restrictions. Licensee shall not generate, store, or use hazardous materials other than customary office quantities in original containers in strict compliance with law.

7.2 SWPPP/SPDES. Licensee shall comply with all site stormwater controls, permits, and plans (including SPDES and SWPPP), including any Owner protocols.

7.3 Spills/Response. Any spills must be reported to Owner immediately; Licensee shall contain, remediate, and dispose using Owner-approved contractors, at Licensee's cost plus Administrative Overhead.

7.4 Records/Inspections. Licensee shall maintain SDSs and applicable manifests/logs and furnish them on request; Owner may enter to verify compliance.

7.5 Environmental Indemnity. Licensee's environmental obligations survive License expiration/termination and are subject to the carve-out in §15.3.

8. INFORMATION TECHNOLOGY; DEVICES; CYBERSECURITY

8.1 Devices/Networks. Any device connected to Project networks must meet Owner's security baseline; Owner may disconnect any non-compliant or risky device.

8.2 Incidents. Licensee shall notify Owner within twenty-four (24) hours of any suspected cyber incident that could affect building systems/access control.

8.3 CCTV/Access Logs. Licensee consents to Owner's use of CCTV and access control logs for safety, security, and incident investigation.

1. Compliance with Laws: Licensee shall comply with all federal, state, and local laws, regulations, codes, and permit requirements relevant to its operations and use of the Licensed Area. This includes environmental, health, and safety laws, building codes, fire codes, and any special maritime or port security regulations applicable to the Ports and Industrial Park. Licensee is responsible for obtaining and maintaining any licenses or permits required for its activities.
2. Safety and Security: Licensee must conduct all operations in a safe and responsible manner. All Licensees and their employees, contractors, and visitors shall adhere to the Ports and Industrial Park's safety policies and any posted safety signage. Speed limits and traffic rules on the private port roads must be obeyed, and designated truck routes, loading zones, and parking areas must be used as directed. Licensees shall cooperate with Owner's security personnel and protocols, including any badge or identification systems and security screenings at the Ports and Industrial Park's entry gate. No unauthorized persons may access secure or restricted areas. Owner may suspend or revoke access to the Ports and Industrial Park for any individual who violates security requirements or creates a safety hazard, without liability to Licensee (access may be restored when compliance is assured).
3. Use of Common Areas: Common areas of the Ports and Industrial Park (such as roads, driveways, parking lots, walkways, docks, and any shared facilities) are for the equal benefit of all Licensees. Licensee shall not obstruct or misuse common areas. No materials, equipment, or vehicles may be stored or left unattended in common areas except with Owner's prior written approval. Licensee shall ensure that its operations (including vehicle traffic, deliveries, or equipment use) do not unreasonably impede or interfere with other Licensees' access or use of common facilities. Any damage caused by Licensee to a common area (beyond normal wear) shall be repaired by Owner at Licensee's expense.
4. Conduct and Nuisance: Licensee shall conduct its activities in a manner that is respectful of other Ports and Industrial Park occupants. No Licensee shall cause or permit any nuisance on its Licensed Area or the Ports and Industrial Park. This includes avoiding excessive or uncontrolled noise, vibrations, fumes, odors, light,

or dust that unreasonably interfere with other Licensees' operations or the surrounding community. (It is understood that industrial operations may inherently produce noise or odors, but Licensee must utilize appropriate controls and mitigation measures consistent with industry standards and any applicable environmental regulations.) Licensee shall not engage in any unsafe, illegal, or immoral activity on the Licensed Area or anywhere in the Ports and Industrial Park. If Licensee's operations pose a disturbance beyond what is normal and permissible for the Ports and Industrial Park's mixed-use industrial environment, Licensee shall promptly implement corrective measures upon request by Owner.

5. Environmental Rules and Hazardous Materials: Licensees must handle all hazardous or regulated materials in strict compliance with law and best practices. No Licensee may release, dispose of, or discharge any Hazardous Material (as defined in the License or by law) in or about the Licensed Area or Ports and Industrial Park. Hazardous materials (including petroleum products, chemicals, toxic waste, etc.) may only be stored in appropriate containers and quantities as allowed by law, and with any required secondary containment and permits. Any spill, leak, or environmental incident caused by Licensee must be reported immediately to Owner and the proper authorities, and Licensee is responsible for all necessary remediation, cleanup, and associated costs. Licensee shall indemnify and hold Owner harmless from any liability or costs arising from Licensee's environmental activities or violations (per the License's indemnification provisions and these Rules). Routine office/household supplies (e.g. cleaning products, printer toner) are permitted in normal quantities, but any bulk storage of fuel, chemicals, or hazardous waste requires Owner's prior written consent and compliance with Owner's environmental policies.
6. Maintenance and Housekeeping: Licensee shall keep the Licensed Area (interior and any exterior areas used by Licensee) clean, orderly, and free of debris. All trash and waste must be stored in suitable containers and removed regularly; disposal shall be in compliance with Ports and Industrial Park waste management rules (e.g. using designated dumpsters or recycling facilities and not attracting pests). Licensee shall not accumulate scrap, packing materials, or refuse in a manner that is visible from common areas or that poses a safety or fire hazard. If Licensee's operations involve dust, smoke, or other particulate emissions, Licensee shall utilize dust collectors, filtration, or ventilation systems as needed to prevent migration of such emissions beyond its Licensed Area. No outside storage of equipment, inventory, or raw materials is allowed unless in areas specifically approved by Owner in writing. At no time shall Licensee allow its equipment or inventory to block emergency exits, fire lanes, or access to utility panels/hydrants.
7. Alterations and Signage: Licensee shall not make any physical alterations or improvements to the exterior of buildings or to common areas without Owner's prior written approval. This includes erecting any structures, installing outdoor equipment or tanks, drilling or coring through building surfaces, or modifying electrical/plumbing systems outside the Licensed Area. Any Licensee-installed improvements must comply with all building codes and Ports and Industrial Park standards. Signage: No Licensee signage, banners, or advertisements shall be placed on the building exterior, windows, or elsewhere in the Ports and Industrial Park without Owner's approval as to size, design, and location. Approved signs must conform to Ports and Industrial Park-wide design guidelines (if provided by Owner) to maintain a professional and uniform appearance. Owner reserves the

right to remove or require modification of any unapproved or unsightly installations at Licensee's expense.

8. **Vehicles and Equipment Use:** All Licensee-owned or Licensee-hired vehicles (including delivery trucks, forklifts, heavy machinery, etc.) must be operated in a safe manner on Ports and Industrial Park property. Forklifts or similar equipment are not to be driven on public roads outside the Ports and Industrial Park unless properly permitted. Within the Ports and Industrial Park, such equipment must yield to pedestrians and obey all safety markings. Vehicles shall park only in designated parking areas; no long-term parking or storage of trailers, containers, or inoperable equipment is permitted on site except in areas approved by Owner. If Licensee operates heavy trucks, they must use designated truck routes and observe posted weight limits on roads and bridges within the Ports and Industrial Park. Any damage to pavement, docks, or other infrastructure caused by Licensee's equipment beyond normal wear will be repaired by Owner and charged to Licensee. Licensees with oversized or specialty loads must coordinate schedules and routes with Owner's management to ensure safe handling (especially for oversized deliveries or use of the Port's marine terminal, if applicable).
9. **Property Removal; Abandoned Property:** Upon expiration, termination, suspension, or revocation of the License, Licensee shall immediately remove all equipment, materials, vehicles, inventory, structures, and personal property from the Licensed Area unless otherwise directed by Owner. Any property remaining after the expiration or termination of the License may, at Owner's option and without liability, be removed, stored, sold, or disposed of by Owner at Licensee's sole cost and expense. Owner shall have no obligation to preserve or protect any such property, and Licensee waives any claim arising from Owner's exercise of its rights under this Section.
10. **Security and Access Restrictions:** Licensees shall adhere to all security measures implemented by Owner or required by governmental authorities. This includes compliance with the U.S. Transportation Security Administration (TSA) and U.S. Customs and Border Protection (CBP) regulations for the port facility, if and as applicable. All persons entering or working in the Ports and Industrial Park must follow access control procedures (such as presenting ID badges, registering with security, or undergoing vehicle inspections if requested). Licensee shall provide Owner with a list of authorized employees and agents who may access the Ports and Industrial Park, and promptly update it with any changes. Owner may deny entry to any individual who is not authorized or who refuses to comply with security protocols. After-hours access (if any) must be arranged in accordance with Owner's rules – for example, securing gates or alarm systems. Each Licensee is responsible for securing its Licensed Area (doors, windows, machinery) against unauthorized entry or theft. Owner is not responsible for security of individual Licensed Area, and Licensee should take appropriate measures (locks, alarms, cameras) to protect its property.
11. **Reporting of Incidents and Violations:** Licensee must promptly notify Owner of any accidents, injuries, property damage, safety hazards, or security incidents occurring on the Licensed Area or elsewhere in the Ports and Industrial Park involving Licensee's operations or personnel. Additionally, any observed violation of these Port Rules (whether by Licensee's own staff or by others) should be reported to Owner's management so that appropriate action can be taken. Early reporting allows for timely remediation and prevention of further issues. Owner will endeavor to give notice to Licensee of any observed violations by Licensee and an opportunity to cure when feasible; however, Owner reserves the right to

take immediate action (including curtailing activities or involving authorities) if a violation poses imminent risk.

12. No Reliance on Continued Access: Licensee acknowledges that the Project is an active industrial and maritime facility and that operational, regulatory, environmental, safety, security, construction, maintenance, or business considerations may require Owner to modify access routes, operating procedures, security requirements, staging areas, traffic patterns, utility availability, or portions of the Licensed Area from time to time. Licensee assumes the risk of such operational changes and shall not be entitled to damages, offsets, abatement, reimbursement, or other compensation arising from such changes except as expressly provided in the License.
13. Owner Self-Help Rights: If Licensee fails to perform any obligation required under the License or these Port Rules and such failure creates a safety risk, security concern, environmental issue, regulatory violation, operational disruption, or risk of damage to persons or property, Owner may, without obligation and without waiving any rights, perform such obligation on Licensee's behalf. Licensee shall reimburse Owner for all costs incurred in connection therewith, including labor, equipment, contractor costs, legal fees, and Administrative Overhead, within ten (10) days after demand.
14. No Bailment: Owner's possession of, access to, movement of, storage of, or assistance with any Licensee equipment, materials, inventory, vehicles, vessels, cargo, containers, or other property shall not create a bailment or impose upon Owner any duty of care with respect thereto. All such property shall remain at Licensee's sole risk, and Owner shall have no responsibility for theft, loss, damage, deterioration, contamination, misdelivery, or destruction except to the extent caused by Owner's gross negligence or willful misconduct.
15. Amendments to Rules: Owner may modify or supplement these Port Rules and security protocols from time to time, in order to promote safety, environmental protection, and good order in the Ports and Industrial Park. Any such changes will apply to all Licensees upon reasonable notice. Notice may be given by email to the Licensee, posting on an official bulletin or website, or other written communication. Licensee agrees to comply with all updated rules upon notice. Changes are intended to address evolving safety standards or operational needs of the Ports and Industrial Park. Failure to adhere to the updated rules shall have the same consequences as failure to comply with these original rules.

*(Note: Violation of any of the above Port Rules by Licensee, or its employees or invitees, constitutes a breach of the License. In addition to any specific remedies stated above, such breach gives Owner the right to exercise all default remedies under the License, including charging Licensee for any damages or costs incurred and/or law enforcement removal in the case of serious or repeated violations. These Rules are in addition to, and do not limit, Licensee's obligations under the License. Owner's failure to enforce a particular rule in one instance shall not be deemed a waiver of the right to enforce it later or enforce other rules against Licensee or other Licensees)*

## **Additional License Terms and Conditions (Supplemental Terms) Additional**

### **General Provisions (All License Types)**

- Incorporation by Reference: This Licensee Port Rules and Additional Terms document is hereby incorporated into and made part of the License between Owner and Licensee. Licensee's execution of the License or use of the Licensed

Area constitutes acknowledgment of and agreement to these additional terms.

- Owner's Discretion and Consent Rights: Notwithstanding anything in the License to the contrary, whenever the License or these Additional Terms require Licensee to obtain Owner's consent or approval (for example, for assignments, subletting, alterations, or operational variances), Owner may grant or withhold such consent in its sole and absolute discretion, except where the License expressly provides a different standard. Even if the License states that consent will not be "unreasonably withheld," the parties agree that Owner's good-faith judgment regarding the potential impact on the Ports and Industrial Park, on safety/security, or on Owner's business interests shall be conclusive in determining reasonableness. Any refusal of consent or conditioning of approval (such as imposing additional requirements or fees) that is based on legitimate business or safety concerns of Owner shall be deemed reasonable. Owner's decision in these matters will be final. Licensee waives any claim for damages or License termination based on Owner's withholding of a consent, except to the extent Owner is proven to have acted with willful misconduct or in bad faith. This provision is intended to override any more lenient or restrictive consent standard in the License, thereby giving Owner broad discretion to protect the integrity and safety of the Ports and Industrial Park.
- Additional Rules and Directions: Licensee shall comply with any further reasonable directives, rules, or instructions issued by Owner in connection with Licensee's access or use of the Licensed Area, even if not expressly listed in the License or this document. If Owner finds it necessary to issue an order or directive to Licensee (for example, to cease a particular activity that is causing interference, to relocate stored materials away from a common area, or to perform an urgent repair for safety reasons), Licensee must promptly comply at its own cost. Owner's right to issue such directives is part of its general authority to manage the Ports and Industrial Park and ensure all Licensees' cooperation. Failure to adhere to a lawful directive shall constitute a License violation. Owner shall not be liable for any business interruption or loss that Licensee may suffer as a result of complying with a Owner directive (for instance, a temporary shutdown of equipment to make repairs or adjustments), and Licensee shall not be entitled to abatement in such cases.
- **LIMITATION OF OWNER'S LIABILITY: OWNER'S LIABILITY TO LICENSEE (AND TO ANYONE CLAIMING BY OR THROUGH LICENSEE) IN CONNECTION WITH THE LICENSE, THE LICENSED AREA, OR LICENSEE'S ACCESS SHALL BE STRICTLY LIMITED. UNDER NO CIRCUMSTANCES SHALL OWNER OR ITS PARTNERS, MEMBERS, OR AGENTS BE PERSONALLY LIABLE FOR ANY DAMAGES; LICENSEE AGREES TO LOOK SOLELY TO OWNER'S INTEREST IN THE REAL PROPERTY OF THE PROJECT FOR SATISFACTION OF ANY JUDGMENT OR CLAIM AGAINST OWNER, AND NO OTHER ASSETS OF OWNER OR ITS INDIVIDUALS SHALL BE SUBJECT TO LEVY. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER'S TOTAL CUMULATIVE LIABILITY TO LICENSEE FOR ANY AND ALL CLAIMS (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED \$100,000. THIS IS AN AGGREGATE CAP FOR ALL CLAIMS AND LOSSES; IT MEANS THAT IF LICENSEE OBTAINS ANY KIND OF MONETARY AWARD OR SETTLEMENT FROM OWNER, THE MAXIMUM COMBINED AMOUNT LICENSEE CAN COLLECT IS \$100,000 (EVEN IF THE ACTUAL LOSS OR JUDGMENT IS GREATER). IN ADDITION, LICENSEE HEREBY WAIVES ANY CLAIMS FOR INDIRECT OR CONSEQUENTIAL DAMAGES AGAINST OWNER,**

**INCLUDING CLAIMS FOR LOST PROFITS, LOSS OF BUSINESS, OR SPECULATIVE LOSSES, AND AGREES THAT NO PUNITIVE OR EXEMPLARY DAMAGES MAY BE SOUGHT OR RECOVERED FROM OWNER. THE LIMITATIONS IN THIS PARAGRAPH APPLY TO ANY DAMAGE OR INJURY FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACHES OF THE LICENSE, NEGLIGENCE (BUT NOT WILLFUL MISCONDUCT) OF OWNER, OR LICENSED AREA LIABILITY. FOR EXAMPLE, IF OWNER FAILED TO PROVIDE HEATING FOR A PERIOD AND LICENSEE'S BUSINESS WAS HARMED, OWNER'S LIABILITY FOR ANY RESULTING DAMAGES WOULD BE CAPPED AT \$100,000 AND OWNER WOULD NOT BE LIABLE FOR LICENSEE'S LOST PROFITS. THIS LIABILITY CAP IS A MATERIAL PART OF THE CONSIDERATION OF THE LICENSE AND ADDITIONAL TERMS. LICENSEE ACKNOWLEDGES THAT IT CARRIES INSURANCE (OR HAS THE ABILITY TO OBTAIN INSURANCE) TO COVER ITS OWN BUSINESS AND PROPERTY RISKS, AND THAT THE TERMS WOULD BE HIGHER OR DIFFERENT ABSENT THIS AGREED LIABILITY LIMITATION. (NOTHING HEREIN IS INTENDED TO EXEMPT OWNER FROM LIABILITY TO THE EXTENT IT CANNOT BE DISCLAIMED UNDER LAW, BUT IN NO EVENT SHALL OWNER'S LIABILITY EXCEED THE STATED CAP.)**

#### **ESTOPPEL; SUBORDINATION; ATTORNMENT; LENDER PROTECTIONS**

- Estoppel. Within ten (10) days after request, Licensee shall deliver an estoppel certificate in Owner's form; failure constitutes a material default.
- Subordination/Attornment. The License is subordinate to any present/future mortgage; upon foreclosure or deed-in-lieu, Licensee shall attorn to the successor.
- SNDA. Licensee shall execute an SNDA in the form reasonably required by Owner's lender.
- Lender Notice. Where the License provides notice/cure to Owner, Licensee shall also deliver copy notice to Owner's lender if designated.

#### **INSURANCE; COIs; RISK ALLOCATION**

- 15.1 Minimums. In addition to License requirements, Licensee shall maintain: CGL \$2,000,000 per occurrence/\$5,000,000 aggregate (umbrella/excess permitted); Auto \$1,000,000 CSL; Workers' Compensation statutory/Employer's Liability \$1,000,000; and Property/Business Personal Property Special Form, including Licensee's betterments. Business Interruption: twelve (12) months including extra expense. For Licensee work affecting base-building systems, Builder's Risk on a completed-value basis naming Owner as loss payee.
- Endorsements/COIs. Licensee policies must name Owner Parties as additional insured, be primary and non-contributory, and include waivers of subrogation. COIs and endorsements are due before entering the Property. Failure permits Owner to procure coverage and charge Licensee the premium plus Administrative Overhead and/or suspend access until cured. Owner may require commercially reasonable increases in limits to align with risk profile and peer facilities.
- Indemnity. Licensee shall defend, indemnify, and hold harmless Owner Parties from and against all third-party claims, losses, fines, penalties, and expenses (including attorneys' fees) arising out of or relating to Licensee Parties' use/access, breach of the License/these Port Rules, or negligence or willful

misconduct; provided this indemnity does not apply to the extent caused by Owner's gross negligence or willful misconduct. This indemnity survives expiration/termination.

#### **CONFIDENTIALITY; PUBLICITY**

- Confidentiality. Licensee shall keep all economic terms of the License and Owner security procedures confidential and shall not issue press releases, public posts, or listings naming Owner or the Project without Owner's prior written consent.

#### **SANCTIONS/OFAC; ANTI-CORRUPTION; EXPORT**

- Compliance. Licensee represents it is not a Sanctioned Person and shall comply with OFAC, anti-corruption, anti-money-laundering, and export controls.
- Remedies. Any breach authorizes Owner to suspend access and/or terminate license without abatement, in addition to all other remedies.

#### **SUSTAINABILITY; BENCHMARKING; WASTE DIVERSION**

- Cooperation. Licensee shall provide data reasonably required for energy/water benchmarking, waste characterization, recycling/diversion programs, and shall comply with Owner's green cleaning and recycling standards.
- Special Services. Snow/ice service to Licensee-exclusive areas, special waste handling, and similar services are billable at time and materials plus Administrative Overhead.

#### **NOTICES; E-SIGNATURES; MISCELLANEOUS**

- Operational Notices. Operational notices under these Port Rules may be delivered by email to Licensee's designated site contacts and are effective when sent.
- Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY NEW YORK LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF THE LICENSE OR THESE PORT RULES.
- Force Majeure. Extends Owner's performance time; does not excuse Licensee's payment obligations.
- Brokers. Licensee represents there are no brokers other than those disclosed in the License and shall indemnify Owner against claims by any other broker claiming through Licensee.
- Severability/Blue Pencil. Any unenforceable provision is narrowed to the maximum lawful extent; the remainder remains enforceable.
- Survival. Payment, indemnity, insurance, environmental, confidentiality, audit, and restoration obligations survive expiration/termination.
- Governing Law/Dispute Resolution. Governed by New York law; forum and dispute resolution follow the License.

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**Owner and Licensee each acknowledge that the foregoing "Licensee Port Rules and Additional Terms" are incorporated into their License.** By integrating these Rules and Additional Terms, the Owner gains important protections (such as flexibility in

Ports and Industrial Park management and limitation of liability), and a uniform set of obligations is imposed on all Licensees that helps ensure the smooth and secure operation of the Port of Coeymans Industrial Ports and Industrial Park. Licensee, by agreeing to these terms, receives clarity on its responsibilities and the expectations for conduct and operation within the Ports and Industrial Park. These Additional Terms are to be read in harmony with the License; together, they form the complete agreement on the matters herein. The enforcement of any one provision of this document by Owner shall not exclude or waive enforcement of any other, and the failure to enforce strictly in one instance does not waive Owner's right to do so in the future. All capitalized terms used in this document (such as **Owner, Licensee, Licensed Area, License Fee**, etc.) carry the same meanings as defined in the primary License.

**Both parties are advised to retain a copy of this document with the License. If this document is accessed via hyperlink, Licensee should periodically check that link for any updates to the Port Rules section, as permitted above (Owner will also endeavor to distribute notices of changes). Ultimately, these provisions aim to create a comprehensive, consistent, and Owner-protective framework for all Licenses at the Ports and Industrial Park, while still respecting the rights of Licensees to use their Licensed Area for their intended purposes under the License. Each Licensee's cooperation with these rules and terms is appreciated and is essential to maintaining a safe and prosperous environment for everyone at the facility**