

EPA CLEAN PORTS PROGRAM GRANT  
STATUTORY PARTNERSHIP AGREEMENT

This Statutory Partnership Agreement (the "Agreement") is made and entered into as of the 24 day of May 2024 (the "Effective Date"). The Parties to this Agreement are as follows:

The Applicant is the Alabama State Port Authority, an agency of the State of Alabama ("ASPA").

The Statutory Partner is CG Railway, LLC, a Delaware limited liability company (the "Partner").

This Agreement is being made pursuant to, and is intended to comply with, the requirements set forth in Appendix B to the RFA (as defined below), a copy of which is attached hereto as Exhibit A.

The Parties to this Agreement agree to the following:

The Parties shall cooperate and work collaboratively in good faith with respect to the Environmental Protection Agency ("EPA") Clean Ports Program: Zero-Emission Technology Deployment Competition Grant Request (the "Grant Request") to be submitted by ASPA, as the Applicant, in response to the EPA's Notice of Funding Opportunity and Request for Applications with respect to Funding Opportunity Number EPA-R-OAR-CPP-24-04, Assistance Listing No. 66.051 (the "RFA").

The specific project with respect to which ASPA and the Partner wish to cooperate and collaborate is described in general terms in certain shore power equipment and infrastructure installation attached hereto as Exhibit B (the "Project").

The basic terms and conditions of the Parties' collaboration and cooperation with respect to the Grant Request, the Project, and any grant awarded to ASPA in response thereto (a "Grant") are memorialized in this Agreement.

As Applicant, ASPA is responsible for:

- the overall management, performance, oversight, and reporting responsibilities under the Grant,
- making subawards to the Partner and other Statutory Partners and Collaborating Entities, and
- the receipt of federal funds from EPA and the proper expenditure of such funds.

ASPA will bear liability for unallowable costs.

ASPA is also responsible for compliance, legal issues, and managing risks associated with the Project.

As Statutory Partner, the Partner is responsible for:

- Committing to providing 20% match of funding for delivering Partner's project.

If the Partner cannot perform for some unforeseen reason under the terms of this Agreement, the Partner will, upon request of the ASPA, assign all rights and obligations to another comparable Statutory Partner to ensure successful Grant and Project completion within the time allotted pursuant to the terms of the Grant. Replacement of the Statutory Partner may be necessary for various reasons including, but not limited to, performance issues. Any replacement Statutory Partner will require prior approval by the ASPA and by an authorized EPA official pursuant to 2 CFR 200.308(c)(6), and, if circumstances require, the Partner will provide assistance in finding a replacement with due haste.

If the Grant Request is selected for award, ASPA and the Partner shall enter into a subaward agreement ("Award Agreement") that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance that contains terms and conditions including those above.

The Parties acknowledge that they have carefully reviewed the RFA and understand the obligations and responsibilities they each will incur if the Grant is awarded (the "Grant Obligations"). Each Party agrees, if the Grant is awarded, to comply with the Grant obligations applicable to it. The Parties agree that should any dispute arise between them, or should unforeseen circumstances impede the Project's progress, they shall participate in good faith in mediation with a neutral third-party mediator selected jointly, aimed at resolving the dispute by agreement.

Each Party agrees, to the extent permitted by law, to indemnify and hold the other harmless, from and against any and all losses, liabilities, damages and costs that may arise in connection with the breach by such Party of its Grant Obligations.

The Parties shall contribute to the Project, in addition to the funding awarded pursuant to the Grant, as follows:

ASPA: N/A

The Partner: N/A

Notwithstanding that this Agreement is titled "Statutory Partnership Agreement," the Parties do not intend hereby to create a legal partnership or joint venture, or to create any relationship of agent and principal between them. The Parties are entering into this Agreement as independent contractors, and neither Party shall have the power to bind the other Party. Neither Party shall be liable for the acts or omissions of the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

ALABAMA STATE PORT AUTHORITY

By: J. C. Driscoll  
Name: J. C. Driscoll  
Title: Director

By: Hoffman Lujan  
Name: Hoffman Lujan  
Title: President

## Exhibit A

Revised April 10, 2024

### **APPENDIX B – Statutory Partnership Agreement between a Private Entity Applicant and Statutory Partner**

To be eligible for funding, a private entity applicant must include in the application a copy of a written and signed Statutory Partnership Agreement with the Statutory Partner that is legally binding. At a minimum, the Partnership Agreement must specify the following:

- Who will be the applicant and the Statutory Partner.
- The applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Statutory Partners and Collaborating Entities.
- The applicant will be responsible for the receipt of federal funds from the EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
- The roles and responsibilities of the applicant and Statutory Partner for project activities and how disputes between them will be handled and resolved. Please note that the EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- The applicant is responsible for compliance and legal issues, and managing risks associated with the project. It must also describe the procedures for replacing a Statutory Partner with another Statutory Partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 4 years. Replacement may be necessary for various reasons including performance issues. Note that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR § 200.308(c)(6).
- The applicant and Statutory Partner's agreement, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR § 200.331 and in the EPA's subaward Policy and related guidance and that contains terms and conditions including those above.
- Optional: For applications where the Statutory Partner is contributing mandatory cost share or leveraged resources, applicants are encouraged to describe the financial commitments being made by the Statutory Partner and the role that they will play in the proposed project.

## Exhibit B

CG Railway is requesting grant funding from the Clean Ports Program to procure and install the electrical equipment and supporting infrastructure to provide their two vessels, which call 6 to 7 times per month, with electric shore power while berthed and loading or discharging railcars at the Port of Mobile. CG Railway fully supports and is committed to the Port Authority's goal to achieve a full transition to ZE operations while significantly and methodically reducing GHG emissions and air pollution.