

MEMORANDUM OF UNDERSTANDING

BETWEEN DOLE FRESH FRUIT COMPANY AND THE SAN DIEGO UNIFIED PORT
DISTRICT FOR LCFS CREDIT REVENUE SHARING FOR THIRD AND FOURTH
QUARTERS OF 2020 ONLY

This memorandum of understanding ("MOU") is made and entered into this 10 of SEPTEMBER 2020 ("Effective Date"), by and between the San Diego Port District, a public corporation ("District") and Dole Fresh Fruit Company, a Nevada corporation ("Dole", and together with District, the "Parties", and each a "Party").

WHEREAS, District operates the Tenth Avenue Marine Terminal located at 687 Switzer Street, San Diego, California ("TAMT"); and

WHEREAS, there exists a certain lease between the District and Dole bearing District Clerk Document Number 59299 ("Lease"); and

WHEREAS, pursuant to the Lease, Dole leases approximately 954,864 square feet of land area and the improvements thereon at the TAMT, as more thoroughly described in and defined by the Lease as the "Leased Premises"; and

WHEREAS, pursuant to Tariff No. 1-G, Dole utilizes space outside of its leasehold for their maritime cargo operations; and

WHEREAS, District installed and owns a 7.5 MV Amp substation, duct bank system, and two shore-to-ship power receptacles in vaults at berths 10-2 and 10-3 at the TAMT ("Shore Power Plug") which is operated by Dole when its vessels are berthed at the TAMT; and

WHEREAS, the electric meter for the TAMT Shore Power Plug is under Dole's name and account with San Diego Gas & Electric (SDG&E) and Dole pays SDG&E directly for the electric power used by its vessels from the Shore Power Plug; and

WHEREAS, the State of California has codified the California Low Carbon Fuel Standard Regulation at 17 CCR § 95480 *et seq*, as may be amended from time to time ("LCFS Regulation"); and

WHEREAS, the LCFS Regulation provides for the generation of credits ("LCFS Credits") based on the provision of power to Ocean-Going Vessels, which LCFS Credits can then be monetized; and

WHEREAS, the Parties are interested in memorializing their agreement and mutual understanding regarding the LCFS Credits for the TAMT Shore Power Plug for the period beginning on July 1, 2020 and ending on December 31, 2020 only ("Q3 and Q4 of 2020").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. The District may but is not required to register, generate and sell LCFS Credits generated from the TAMT Shore Power Plug currently servicing Dole ships for Q3 and Q4 of 2020.
2. The Parties understand that in order for the District to register, generate and sell such LCFS Credits, the District must include data from the meter servicing the Shore Power Plug.
3. Dole shall provide such meter data solely for Q3 and Q4 of 2020, promptly following execution of this MOU by both Parties.
4. In exchange for providing such meter data, District shall pay to Dole, fifty-percent (50%) of the net proceeds actually received by the District from the sale of LCFS Credits for the TAMT Shore Power Plug for the Q3 and Q4 of 2020 only ("Q3 and Q4 of 2020 LCFS Proceeds"). Net proceeds shall reflect, without limitation, commissions and fees paid by District to its LCFS credit broker (or retained by broker) or otherwise. District shall provide such supporting documentation for the Q2 LCFS Proceeds amount paid to Dole as is reasonably requested by Dole.
5. Dole agrees to spend the Q3 and Q4 of 2020 LCFS Proceeds paid to Dole by District under this MOU at TAMT in compliance with the LCFS Regulations, to increase, enhance or maintain electrification at the TAMT, or as otherwise permitted by the California Air Resources Board, and to provide District with any documentation reasonably required to confirm how Dole spends the Q3 and Q4 of 2020 LCFS Proceeds.
6. If the District is required by the State of California, solely as a result of a failure of Dole to comply with its obligations under this MOU, to return or refund any Q3 and Q4 of 2020 LCFS Proceeds, Dole agrees to return to District fiftyty percent (50%) of the amount of the Q3 and Q4 of 2020 LCFS Proceeds that District is required to return or refund.
7. This MOU has been mutually drafted by the Parties. The language of this MOU shall be construed according to its plain and ordinary meaning without regard to which Party drafted the language.
8. The undersigned representatives of the Parties each certify that he/she is fully authorized to enter into this MOU on behalf of the District or Dole, as applicable.
9. This MOU is effective as of the Effective Date and shall continue until the obligations of the Parties under this MOU are satisfied.

10. This MOU shall constitute the entire agreement between the Parties as to LCFS Credits from the TAMT Shore Power Plug for the Q3 and Q4 of 2020 only, and no promises or representations, other than those contained herein and those implied by law, have been made by the Parties related thereto. This MOU may be amended only by written consent of both Parties. No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of the Parties.
11. Nothing herein shall be committing or bind the Parties regarding LCFS for locations or time periods other than those from the TAMT Shore Power Plug for Q3 and Q4 of 2020. This MOU is not an agreement or admission relating to other locations or other time periods
12. In the event any provision of this MOU is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this MOU so as not to cause the invalidity or unenforceability of the remainder of this MOU. All remaining provisions of this MOU shall then continue in full force and effect. If any provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
13. This MOU will be governed and construed in accordance with the laws of the state of California.
14. This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. Signatures transmitted electronically shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first hereinabove written.

San Diego Unified Port District

Approved as to form and legality.

GENERAL COUNSEL

By Deputy

San Diego Unified Port District

Dated: _____

By: _____

Dole Fresh Fruit Company

Dated: _____

By: _____

Dole Fresh Fruit Company

Dated: _____

By: _____