

**FIRST AMENDMENT TO
AGREEMENT REGARDING HYLEBOS WATERWAY SMA 421-B
RD/RA ACTIVITIES AND EXCESS NCD SITE CAPACITY**

This First Amendment to Agreement Regarding Hylebos Waterway SMA 421-B RD/RA Activities and Excess NCD Site Capacity (“Amendment”) is entered into this ___ day of _____, 2026 (“Effective Date”), by the Port of Tacoma (“Port”), Environmental Resource Holdings, Inc., successor to Occidental Chemical Corporation (“ERH”), Hylebos Waterfront Property, LLC, (“HWP”) and American Construction Co., Inc. (“American”). The Port, Occidental, HWP, and American may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties previously entered into that certain Agreement Regarding Hylebos Waterway SMA 421-B RD/RA Activities and Excess NCD Site Capacity effective October 15, 2004 (“Agreement”) pursuant to which they established their respective rights and obligations regarding HWP’s and American’s implementation of Sediment Management Area 421-B remedial design/remedial action activities, and the placement and containment in the Slip 1 nearshore confined disposal site of the dredged material from Sediment Management Area 421-B. Capitalized terms used in this Amendment but not otherwise defined shall have the meaning ascribed to them in the Agreement.

B. HWP and American have performed their obligations under the Agreement, including SMA 421-B RD/RA Activities regarding mitigation to compensate for impacts to habitat. HWP and EPA will collaborate on a Remedial Action Construction Report (“RAC Report”) that details the SMA 421-B compensatory habitat mitigation performed by HWP and American. Upon final EPA approval of the RAC Report, HWP and American will have no further obligations with respect to habitat mitigation, as Parks Tacoma (fka Metro Parks Tacoma) will be responsible for implementing the Operation, Maintenance, and Monitoring Plan (“OMMP”) pursuant to a Uniform Environmental Covenants Act covenant that Parks Tacoma will enter into with Washington Department of Ecology.

C. The Parties desire to set forth their respective rights and obligation with respect to the Agreement on the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the foregoing and the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Recitals. The Recitals are hereby incorporated into and made a part of this Amendment.

2. Release of Bond. The Port and ERH shall execute a Release of Bond, substantially in the form attached as Exhibit A to this Amendment and deliver the fully executed Release of Bond to HWP, not more than twenty (20) days after the Effective Date.

3. Completion of Remedial Design and Remedial Action Activities. Upon completion of the RAC Report and final approval of the same by EPA, HWP and American shall have fully completed all the SMA 421-B RD/RA Activities as required under the Agreement and this Amendment.

4. Notice. Section 10.2 is hereby amended to delete the names and addresses of the persons to whom notice shall be given under the Agreement and replace such information with the following:

<p>If to HWP, at:</p> <p>Hylebos Waterfront Property, LLC 1501 Taylor Way Tacoma WA 98421 Attention: Steven P. Brannon Email: brannonsteve@gmail.com Telephone: (425) 870-3221</p>	<p>If to American, at:</p> <p>American Construction Co., Inc. 1501 Taylor Way Tacoma, WA 98421 Attn: Kevin Culbert Email: kevinc@americanconstco.com Telephone: (253) 254-0118</p>
--	--

With a copy to:
Barry G. Ziker
Hillis Clark Martin & Peterson P.S.
999 Third Avenue, Suite 4600
Seattle, WA 98104
Email: barry.ziker@hcmp.com
Telephone: (206) 470-7616

5. Remaining Provisions. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[no further text; signature page follows]

PORT OF TACOMA

By: _____

Name: Eric D. Johnson

Title: Executive Director

Date: _____

APPROVED AS TO FORM

By: _____

Name: Heather L. Burgess

Title: Port of Tacoma Legal Counsel

Date: _____

**HYLEBOS WATERFRONT
PROPERTY, LLC**

By: _____

Name: _____

Title: _____

Date: _____

**ENVIRONMENTAL RESOURCE
HOLDINGS, INC.**

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN CONSTRUCTION CO., INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Release of Bond

[see attached]

RELEASE OF BOND

To: Safeco Insurance Company

Re: Bond # 6297633 / \$1,000,000

Hylebos Waterfront Property, LLC, has kept, done, and performed each and every, all and singular, the matters and things required of it under that Agreement Regarding Hylebos Waterway SMA 421-B RD/RA Activities and Excess NCD Site Capacity effective October 15, 2004, except for the approval of the Remedial Action Construction Report by the EPA. Notwithstanding the outstanding Report, the Port of Tacoma, and Environmental Resource Holdings, Inc. (collectively the "Obligees") hereby fully, finally, and irrevocable release the above referenced bond.

PORT OF TACOMA

**ENVIRONMENTAL RESOURCE
HOLDINGS, INC., SUCCESSOR TO
OCCIDENTAL CHEMICAL
CORPORATION**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____