

**MEMORANDUM OF UNDERSTANDING
REGARDING UNITED STATES FY2024 GRANT PROGRAMS TO FUND
MODERNIZATION AND REVITALIZATION OF BARGE BERTHS AT THE PORT OF
MOREHEAD CITY BETWEEN THE NORTH CAROLINA STATE PORTS
AUTHORITY AND PCS PHOSPHATE COMPANY, INC.**

1. **Parties.** The parties to this Memorandum of Understanding Regarding United States FY2024 Grant Programs to Fund Modernization and Revitalization of Barge Berths at the Port of Morehead City (this "MOU") are the NORTH CAROLINA STATE PORTS AUTHORITY ("NCSPA") and PCS PHOSPHATE COMPANY, INC. (it and any of its affiliated companies, "PCS") (each individually referred to herein as a "Party" hereto and collectively as the "Parties" hereto).
2. **Purpose.** The purpose of this MOU is to set forth the terms by which the Parties shall apply for federal grant funding to repair and/or restore certain barge berths at the Port of Morehead City (the "Port") to support PCS's operations at the Port pursuant to that certain 2005 Lease and Operating Agreement Between PCS Sales (USA), Inc. and North Carolina State Ports Authority (the "Lease Agreement").
3. **Responsibilities.** The United States Department of Transportation grant award roles and responsibilities of each Party are understood as follows, and, notwithstanding the below, do not have any impact whatsoever on the actual rights, duties, and/or obligations between the Parties as set forth in the Lease Agreement:
 - a. NCSPA will
 - i. Act as the lead applicant and administer all grant funding to repair and/or restore the barge berths,
 - ii. Ensure delivery of completed barge berths,
 - iii. Complete all required reporting and audits,
 - iv. Follow all USDOT requirements including all federal procurement, public engagement, equal employment, Civil Rights, and Title VI requirements, and
 - v. Obtain all needed local, state, and federal permits, environmental documentation, and needed approvals for construction on the barge berths.
 - b. PCS will
 - i. Support NCSPA in obtaining all needed local, state, and federal permits, environmental documentation, and needed approvals for barge berth construction, as appropriate,
 - ii. Support NCSPA in providing Project Signage and Public Acknowledgements, as appropriate, and
 - iii. Support NCSPA in good faith to support any needed activities for the construction on the barge berths via the grant award.
4. **Points of Contact.**

NCSPA, Stephanie Ayers, Senior Director of Real Estate & Planning, 2202 Burnett Boulevard, Wilmington NC 28401, stephanie.ayers@ncports.com, 910-746-6371.
PCS, Zachery Baker, Maintenance Engineer, 1530 NC Hwy 306 South Aurora NC 27806, zachary.baker2@nutrien.com, 252-322-4111, ext. 8150

5. **Other provisions.** Nothing in this MOU is intended to conflict with current laws, regulations, or ordinance of the state of North Carolina, the County of Carteret, or the city of Morehead City. If a term or condition of this MOU is inconsistent with such authority, then that term or condition shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. Nothing in this MOU is intended or shall be deemed or construed to in any way waive, alter, or impair the obligations or any of the rights or remedies of the Parties under the Lease Agreement or applicable law.
6. **Effective Date.** This MOU shall be effective as of February 1, 2024.
7. **Modification.** This MOU may only be modified upon the mutual written consent of the Parties.
8. **Termination.** This MOU shall remain in effect until the grant end dates for an approved grant. Either Party, upon thirty (30) days written notice to the other Party, may terminate this MOU.


APPROVED BY:

**NORTH CAROLINA STATE PORTS
AUTHORITY**

By: 

Brian E. Clark
Executive Director


ATTEST:

By: 

Laura Blair
Secretary

(Corporate Seal)

PCS Phosphate Company, Inc.

By: 

Name: William Penton
Its: General Manager