

SETTLEMENT AGREEMENT

The undersigned Parties hereby stipulate and agree, subject to the approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), that this Action, as defined herein below, shall be settled and be dismissed with prejudice, and all Claims asserted by any Putative Class Member in the Limitation Action, as defined herein below, that do not opt out of this settlement shall likewise be dismissed with prejudice, pursuant to the terms and conditions set forth in this Settlement Agreement.

ARTICLE I – RECITALS

1. WHEREAS, Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., and the *M/V Beijing* (collectively, “Capetanissa”) and Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC Danit* (collectively, “Dordellas”) (Capetanissa and Dordellas parties together, “Defendants”) are parties to *Gutierrez, et al., v. Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.) and the Limitation Action as defined herein below;
2. WHEREAS, named plaintiffs and putative Fisher Class Representatives in this Action are Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust, Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust, John Crowe, Josh Hernandez, LBC Seafood, Inc., and Quality Sea Food Inc.;
3. WHEREAS, named plaintiffs and putative Property Class Representatives in this Action are John and Marysue Pedicini, individually and as trustees of the T & G Trust, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran;
4. WHEREAS, named plaintiffs and putative Waterfront Tourism Class Representatives in this Action are Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait &

Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey's Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman;

5. WHEREAS, the Class Representatives allege that on January 25, 2021, the *MSC Danit* and *M/V Beijing* vessels crossed over the P00547 San Pedro Bay Pipeline during a heavy storm event while dragging their respective anchors and struck or otherwise made contact with the Pipeline and displaced it by 105 feet, causing an oil spill and resulting in damage to commercial fishers and processors, real property owners, and certain businesses;
6. WHEREAS, Defendants deny those allegations and assert that the oil spill in October 2021 was caused by Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company's (collectively "Amplify") negligent conduct, including their negligent care, maintenance and operation of the San Pedro Bay Pipeline;
7. WHEREAS, Plaintiffs have alleged Classes, the composition and duration of which they believe to encompass virtually all potentially recoverable damages to community members arising from the oil spill;
8. WHEREAS, the Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions, including through extensive mediation submissions and discussions with mediators, fact discovery, including fact witness depositions, receipt and review of substantial document productions and written discovery;
9. WHEREAS, the Parties engaged in two mediation sessions with mediators Hon. Layn Phillips (Ret.), Hon. Sally Shushan (Ret.), and Niki Mendoza – one in June 2022 and another in November 2022 – and in subsequent discussions with the mediators in between those sessions and thereafter;
10. NOW, THEREFORE, the Parties stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement; for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; and subject to the

approval of the Court, this Action shall be fully and finally settled and dismissed with prejudice, and all Claims asserted by any Putative Class Member in the Limitation Action, who does not timely opt out of this settlement, shall be dismissed with prejudice, under the following terms and conditions:

ARTICLE II – DEFINITIONS

As used in this Settlement Agreement and its exhibits, the terms set forth below shall have the following meanings. The singular includes the plural and vice versa.

1. “Action” means the action styled *Gutierrez, et al., v. Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company*, Case No. SA 21-CV-1628-DOC-JDE, pending in the U.S. District Court for the Central District of California.
2. “Amplify” means Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company.
3. “CAFA Notice” means the notice intended to comply with the requirements imposed by the Class Action Fairness Act, 28 U.S.C. § 1715, as described in Article V.3.
4. “Claims” refers to all claims that have been asserted by, or that could have been asserted by, any Class Representative or any Putative Class Member against any Defendant in either the Action or the Limitation Action as defined herein.
5. “Class Representatives” means the putative Fisher Class Representatives, Property Class Representatives, and Waterfront Tourism Class Representatives.
6. “Common Funds” means the Fisher Class Common Fund, Property Class Common Fund, and Waterfront Tourism Fund.
7. “Court” means the U.S. District Court for the Central District of California.
8. “Defendants” means Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA,

Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC Danit*.

9. “Effective Date” means the date on which the Court’s Final Approval Order is Final.
10. “Fees and Costs Award” means any fees and costs as awarded by the Court, including (a) any fees or costs awarded to the attorneys for the Class Representatives and Putative Class Members, including Interim-Co-Lead Counsel, and (b) any service awards to be paid to Class Representatives.
11. “Final” means that the Final Approval Order has been entered on the docket in the Action, and (a) the time to appeal from such order has expired and no appeal has been timely filed; or, (b) if such an appeal has been filed, it has been resolved finally and has resulted in an affirmance of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving settlement on the terms set forth herein, and either the time to appeal from such further order(s) has expired and no further appeal has been taken from such order(s) or any such appeal has resulted in affirmation of such order(s). None of the pendency of the Court’s consideration of the Plans of Distribution, any application for attorneys’ fees and costs, any application for service awards, any appeals from the Court’s order(s) approving those matters, or the pendency of the implementation of the Plans of Distribution, shall in any way delay or preclude the Final Approval Order from becoming Final.
12. “Final Approval Hearing” means the hearing scheduled to take place after the entry of the Preliminary Approval Order, at which the Court shall, inter alia: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the Parties’ responses to such objections; (c) rule on any application for attorneys’ fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution.
13. “Final Approval Order” means the order, substantially in the form of Exhibit B attached hereto,

in which the Court, inter alia, grants final approval of this Settlement Agreement.

14. “Final Judgment” means a final judgment and dismissal with prejudice of the Action substantially in the form set forth in Exhibit C.
15. “Fisher Class” means the proposed class defined as follows: “Persons or entities who owned or worked on a commercial fishing vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.” Excluded from the definition are (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge’s staff, and any member of the judge’s immediate family, and (3) all employees of the law firms representing Plaintiffs and the Putative Class Members. Those who timely opt out of the Fisher Class, as specified on a list Interim-Co-Lead Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement.
16. “Fisher Class Common Fund” means the fund administered by the Settlement Administrator consisting of the Fisher Class Settlement Amount (plus any interest earned on escrowed funds as described in Article III).
17. “Fisher Class Representatives” means Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust, Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust, John Crowe, Josh Hernandez, LBC Seafood, Inc., and Quality Sea Food Inc.
18. “Fisher Class Settlement Amount” means U.S. \$30,600,000.00 for the benefit of the Fisher Class.

19. “Interim Co-Lead Counsel” means the law firms of Lief Cabraser Heimann & Bernstein, LLP, Aitken, Aitken, Cohn, and Larson, LLP.
20. “Limitation Action” means the actions pending in the U.S. District Court for the Central District of California styled *In the Matter of the Complaint of Dordellas Finance Corp., et al.*, Case No. 22-CV-2153-DOC-JDE, and *In re the Matter of the Complaint of Capetanissa Maritime Corporation*, Case No. 22-CV-3462-DOC-JDE, which have been consolidated under Case No. 22-CV-2153.
21. “Limitation Claimants” means all individuals, businesses, and other entities that submitted claims in the Limitation Action against Defendants, excluding Amplify Energy Corp.; Beta Operating Company, LLC d/b/a Beta Offshore; San Pedro Bay Pipeline Company; Marine Exchange of Los Angeles-Long Beach Harbor dba Marine Exchange of Southern California; Markel International Insurance Company, Ltd.; Ascot Underwriting, Inc.; Certain Insurers at Lloyd’s of London and London Markets Subscribing to Policy No. B0180ME2001399; COSCO Shipping Lines Co., Ltd.; DCOR, L.L.C.; and Channel Islands Capital, L.L.C.. For the avoidance of doubt, the claimants that asserted claims in the Class Claim in Limitation are Limitation Claimants.
22. “Limitation Fund” means any fund created pursuant to 46 U.S.C. § 30511 or any comparable statute relating to any Defendant and either the January 25, 2021 storm or the San Pedro Bay Incident.
23. “Mail Notice” means notice of this Settlement by U.S. mail, email, or postcard, substantially in the form approved by the Court in its Preliminary Approval Order.
24. “Notice” means Mail Notice, Publication Notice, and CAFA Notice.
25. “Parties” means Class Representatives, on behalf of themselves and all Putative Class Members, and Defendants.
26. “Pipeline” means the 17-mile San Pedro Bay Pipeline, also known as the P00547 Pipeline.

27. “Plans of Distribution” means plans proposed by Interim Co-Lead Counsel for the distribution of the Common Funds to Putative Class Members.
28. “Preliminary Approval Order” means the order, substantially in the form of Exhibit A attached hereto, in which the Court, inter alia, grants its preliminary approval of this Settlement Agreement, authorizes dissemination of Mail Notice and Publication Notice to the Putative Classes, including publication of the Notice and relevant settlement documents on a website, and appoints the Settlement Administrator.
29. “Property Class” means the proposed class defined as follows: “Owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.” Excluded from the definition are (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge’s staff, and any member of the judge’s immediate family, and (3) all employees of the law firms representing Plaintiffs and the Putative Class Members. Those who timely opt out of the Property Class, as specified on a list Interim Co-Lead Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement. The Property Class identification list will be made available to Defendants.
30. “Property Class Common Fund” means the fund administered by the Settlement Administrator consisting of the Property Class Settlement Amount (plus any interest earned on escrowed funds as described in Article III).
31. “Property Class Representatives” means John and Marysue Pedicini, individually and as trustees of the T & G Trust, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran.
32. “Property Class Settlement Amount” means U.S. \$8,100,000.00 for the benefit of the Property

Class.

33. “Publication Notice” means notice of this Settlement by publication, substantially in the form approved by the Court in its Preliminary Approval Order.
34. “Putative Class” means the putative Fisher Class, Property Class, and Waterfront Tourism Class.
35. “Putative Class Members” means all of the individuals or businesses belonging to the putative Fisher Class, Property Class and/or Waterfront Tourism Class.
36. “Released Parties” means (a) Defendants; (b) Defendants’ counsel, experts, consultants, contractors, and vendors; (c) Defendants’ past, present, and future direct and indirect owners, parents, subsidiaries, and other affiliates; (d) Defendants’ successors and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries, and other affiliates; (e) any party allegedly liable for damages to the Putative Class Members based on the acts or conduct of the *M/V Beijing* or the *MSC Danit* or any of the other Defendants, including but not limited to COSCO Shipping Lines Co., Ltd., COSCO (Cayman) Mercury Co., Ltd. and Marine Exchange of Los Angeles-Long Beach Harbor dba Marine Exchange of Southern California; and (f) for each of the foregoing, each of their past, present, or future officers, directors, shareholders, owners, employees, contractors, crewmembers, representatives, agents, principals, partners, members, insurers, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.
37. “San Pedro Bay Incident” means the release of crude oil from Amplify’s P00547 Pipeline in San Pedro Bay on or about October 1–2, 2021.
38. “Settlement Administrator” means the person or entity appointed by the Court to administer the Settlement.
39. “Settlement Agreement,” “Settlement,” or “Agreement” means this Stipulation and Settlement Agreement, including any attached exhibits.

40. “Waterfront Tourism Class” means the proposed class defined as follows: Persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.” Excluded from the definition are (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge’s staff, and any member of the judge’s immediate family, and (3) all employees of the law firms representing Plaintiffs and the Putative Class Members. Those who timely opt out of the Waterfront Tourism Class, as specified on a list Interim Co-Lead Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement.
41. “Waterfront Tourism Common Fund” means the fund administered by the Settlement Administrator consisting of the Waterfront Tourism Settlement Amount (plus any interest earned on escrowed funds as described in Article III).
42. “Waterfront Tourism Class Representatives” means Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey’s Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman.

43. “Waterfront Tourism Settlement Amount” means U.S. \$6,300,000.00 for the benefit of the Waterfront Tourism Class.

ARTICLE III – COMMON FUNDS

In consideration of a full, complete, and final settlement of this Action, dismissal with prejudice of the Action and of all Claims asserted by any Putative Class Member in the Limitation Action that does not timely opt out of this settlement, and the releases below, and subject to the Court’s approval, the Parties agree to the following relief:

If no appeal of the Court’s Final Approval Order is timely filed, within 5 days of the Effective Date or within 35 days of the date of entry of the Final Judgment (whichever is later), Defendants shall pay the Fisher Class Settlement Amount into the Fisher Class Common Fund, shall pay the Property Class Settlement Amount into the Property Class Common Fund, and shall pay the Waterfront Tourism Class Settlement Amount into the Waterfront Tourism Class Common Fund. Each of the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Class Common Fund shall be administered by the Settlement Administrator.

If an appeal of the Court’s Final Approval Order is timely filed, the Parties will establish an escrow account into which Defendants will pay the Fisher Class Settlement Amount, Property Class Settlement Amount, and Waterfront Tourism Settlement Amount within 35 days of the entry of the Final Judgment. The costs and fees of the escrow shall be paid from the amounts in the escrow account. The escrowed funds shall be invested in short-term U.S. Treasuries. If the appeal results in termination of this Settlement Agreement under Article VI.5, the escrowed funds, including any interest earned, shall be returned to Defendants. If the appeal does not result in termination of the Settlement Agreement under Article VI.5, the escrowed funds, including any interest earned, shall be paid into the Fisher Class Common Fund, the Property Class

Common Fund, and the Waterfront Tourism Common Fund within 10 days of the Effective Date.

The Settlement Administrator shall disburse funds from the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Common Fund pursuant to the terms of this Settlement Agreement and in accordance with the orders of the Court.

In no event shall Defendants' monetary liability under this Settlement Agreement exceed the sum of the Fisher Class Settlement Amount, the Property Class Settlement Amount, and the Waterfront Tourism Settlement amount i.e., U.S. \$45,000,000.00 (forty-five million dollars), as described in this Article.

ARTICLE IV – DISTRIBUTION OF THE COMMON FUNDS

1. Plans of Distribution

Interim Co-Lead Counsel shall propose Plans of Distribution setting forth proposed methods of distributing the respective Common Funds to members of the Fisher Class, Property Class, and Waterfront Tourism Class. Interim Co-Lead Counsel will file a motion for Court approval of the Plans of Distribution at the same time that they seek final settlement approval. The Plans of Distribution shall be made known to Putative Class Members in advance of when Putative Class Members must decide whether to object to the Settlement.

2. Effect on Settlement

Interim Co-Lead Counsel will ask the Court to approve the Settlement Agreement pursuant to a motion that will be filed separately from any motion for approval of the Plans of Distribution. The Parties agree that the rulings of the Court regarding the Plans of Distribution, and any claim or dispute relating thereto, will be considered by the Court separately from the approval of the Settlement Agreement and any determinations in that regard will be embodied

in a separate order. Any appeals from an order approving the Plans of Distribution, and any modifications or reversals of such order, shall not modify, reverse, terminate, or cancel the Settlement Agreement, increase or affect Defendants' monetary liability, affect the releases, or affect the finality of the order approving the Settlement Agreement.

3. Distribution of the Common Funds

a. Fees and Costs

If no appeal from the Court's Final Approval Order is timely filed, the Fees and Costs Award, all fees and expenses of the Settlement Administrator, any costs of Notice, any costs of generating and mailing any checks to be issued as part of this Settlement, any other administrative fees or costs, any taxes, and any other fees and costs approved by the Court, shall be paid from the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Common Fund. Defendants shall not be required to make any further contribution to any of the Common Funds on account of any fees and costs or any other reason.

If an appeal from the Court's Final Approval Order is timely filed, the Fees and Costs Award shall be paid from escrowed funds described in Article III.

Subject to the approval of the Court, the Fees and Costs Award shall be paid to an account specified by Interim Co-Lead Counsel within 10 days after the later of the date (a) the funds are paid into the Common Funds (if no timely appeal of the Final Approval Order) or escrowed funds described in Article III (if there is a timely appeal of the Final approval Order) and (b) an order awarding the Fees and Costs Award is entered, notwithstanding the existence of any timely filed objections to or appeals regarding the Final Approval Order, Plans of Distribution, or the Fees and Costs Award.

In the event the order making the Fees and Costs Award is reversed or modified, or the Settlement Agreement is canceled or terminated for any other reason, and such reversal,

modification, cancellation or termination becomes Final and not subject to review, and in the event that the Fees and Costs Award has been paid to any extent, then Plaintiffs' counsel who received any portion of the Fees and Costs Award shall be obligated, within ten (10) calendar days from receiving notice from Defendants, to refund to the Common Funds or escrowed funds such Fees and Costs previously paid to them from the Common Funds or escrowed funds, plus interest thereon at the same rate as earned on the Common Funds or escrowed funds, in an amount consistent with such reversal or modification. Each Plaintiffs' Counsel law firm receiving fees and costs, as a condition of receiving a portion of the Fees and Costs Award, agrees to the jurisdiction of the Court for the purpose of enforcing this provision, and each are severally liable and responsible for any required payment.

b. Distributions to Putative Class Members

Net of Fees and Costs, the Common Funds shall be distributed to individual Putative Class Members according to the Plans of Distribution. The amount each Putative Class Member receives from the Common Funds shall represent the full amount of each Putative Class Member's claimed losses and full compensation for those claimed losses as against Defendants.

4. Designations for and Reductions to Limitation Fund

Class Representatives and Putative Class Members agree not to oppose any request by the Defendants to designate payments made by Defendants under this Settlement Agreement from, and reducing in like amount, any Limitation Fund.

ARTICLE V – NOTICE AND SETTLEMENT ADMINISTRATION

1. Settlement Administrator

As part of the Preliminary Approval Order, Interim Co-Lead Counsel shall seek appointment of a Settlement Administrator. The Settlement Administrator shall administer the Settlement according to the terms of this Settlement Agreement and orders of the Court.

Defendants shall not have any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the administration of the Settlement, the Plans of Distribution, receiving and responding to any inquiries from Putative Class Members, or disbursement of the Common Funds, and except for their payment of the Common Funds as set forth in Article III, Defendants shall have no liability whatsoever to any person or entity, including, but not limited to, Class Representatives, any other Putative Class Members, or Interim Co-Lead Counsel in connection with the foregoing.

2. Notice to Putative Class Members

In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Interim Co-Lead Counsel shall cause the Settlement Administrator to issue notice to potential Putative Class Members by Mail Notice and Publication Notice. The costs of Notice, including Mail Notice, Publication Notice, and CAFA Notice, including costs to enable the Settlement Administrator to begin its work, shall be paid initially by Defendants. The Costs of Mail Notice, Publication Notice and CAFA Notice shall be deducted from the amounts that Defendants pay into the Common Funds or into escrow such that the Notice costs are effectively paid from the Fisher Class Settlement Amount, the Property Class Settlement Amount, and the Waterfront Tourism Settlement Amount.

Defendants will deduct the costs of Mail Notice and Publication Notice from the Fisher Class Settlement Amount, the Property Class Settlement Amount, and the Waterfront Tourism Settlement Amount, respectively, according to the costs of Notice attributable to each Class. Defendants shall deduct the costs of CAFA Notice and any other costs of notice attributable to each Class in proportion to the allocation of the settlement amount to each Class (i.e. 68% of the costs will be deducted from the Fisher Class Settlement Amount, 18% of the costs will be deducted from the Property Class Settlement Amount, and 14% of the costs will be deducted

from the Waterfront Tourism Settlement Amount). These monies are not subject to reimbursement to Defendants if this Settlement Agreement is terminated pursuant to Article VI.5.

The Parties agree, and the Preliminary Approval Order shall state, that compliance with the procedures described in this Article is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Putative Classes of the terms of the Settlement Agreement and the Final Approval Hearing, and shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

3. CAFA Notice

Within 10 days of the filing of this Settlement Agreement and the motion for preliminary approval of the Settlement, Defendants shall provide CAFA Notice as required under 28 U.S.C. § 1715. CAFA Notice shall be provided to the Attorney General of the United States, the California Public Utilities Commission, the California Department of Forestry and Fire Protection Office of the State Fire Marshal, the California Department of Fish and Wildlife Office of Spill Prevention and Response, and the Attorneys General of each state in which Putative Class Members reside. CAFA Notice shall be mailed, can be in an electronic or disc format, and shall include to the extent then available and feasible: (1) the complaint, and all amended complaints, in the Action; (2) the motion for preliminary approval of the Settlement, which shall include the proposed Final Approval Hearing date and shall confirm that there are no additional agreements among the Parties not reflected in the Settlement; (3) the proposed Mail Notice and Publication Notice and a statement that Putative Class Members have the right to request exclusion from the Settlement; (4) this Settlement Agreement; (5) the size of the Common Funds, (6) a reasonable estimate of the total number of Putative Class Members and the number of Putative Class Members residing in each State, and (7) a summary of the factors

to be included in the forthcoming Plans of Distribution and the URL where the Plans of Distribution will be posted. Within three (3) days of the full execution of this Agreement, Interim Co-Lead Counsel, acting on behalf of the Class Representatives, shall provide Defendants any available information regarding items (6) and (7). Defendants shall include such information in the CAFA Notice, attributing it to Interim Co-Lead Counsel and without independent investigation or warranty. Upon completion of CAFA notice, Defendants shall file a declaration with the Court so certifying.

The Parties agree that this CAFA Notice shall be sufficient to satisfy the terms of 28 U.S.C. § 1715.

ARTICLE VI – COURT APPROVAL OF SETTLEMENT

1. Preliminary Approval

As soon as practicable after the full execution of this Settlement Agreement, Interim Co-Lead Counsel, acting on behalf of the Class Representatives, shall apply for entry of the Preliminary Approval Order in the form of Exhibit A hereto. Defendants will not oppose but do not endorse or approve the content of the motion for Preliminary Approval or the content of the proposed Preliminary Approval Order. The Preliminary Approval Order shall include provisions: (a) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Mail Notice and Publication Notice to be disseminated; (b) approving the form, content, and manner of the Mail Notice and Publication Notice; (c) setting a schedule for proceedings with respect to final approval of this Settlement; (d) immediately staying the Action, other than such proceedings as are related to this Settlement; and (e) issuing an injunction against any actions by Putative Class Members to pursue Claims (including enjoining Putative Class Members that do not timely opt out of this settlement from pursuing Claims that have been submitted in the Limitation Action) released under this

Settlement Agreement, pending final approval of the Settlement Agreement.

2. Objections to Settlement

Any Putative Class Member wishing to object to or to oppose the approval of (a) this Settlement Agreement, (b) the Plans of Distribution, (c) any application for attorneys' fees and costs, and/or (d) any application for service awards, shall file a written objection with the Court and serve it on the Parties no more than 21 days after the motion for final settlement approval is filed by Interim Co-Lead Counsel.

Any written objection must include (1) the objecting Putative Class Member's name, address, and telephone number; (2) proof of class membership, including, for the Fisher Class members, documents such as landing records or receipts; (3) a statement that the objector is objecting to the proposed Settlement, the Plans of Distribution, or the application for attorneys' fees and costs in this Action; (4) a statement of the factual and legal reasons for the objection and whether it applies only to the objector, to a subset of the Class, or the entire Class; (5) identify all class actions to which the objector has previously objected; (6) the name and contact information of any and all lawyers representing, advising, or in any way assisting the objector in connection with such objection; (7) copies of all documents that the objector wishes to submit in support of their position; and (8) the objector's signature. Any Putative Class Member that fails to file a timely written objection that meets the requirements of this Article VI.2 shall have no right to file an appeal relating to the approval of this Settlement.

3. Motion for Final Approval and Response to Objections

The Class Representatives, acting through Interim Co-Lead Counsel, will file with the Court their motion for final settlement approval on a date that is no later than 45 days before the date of the Final Approval Hearing, and no sooner than 5 days after Mail Notice and Publication Notice are completed. The Class Representatives, acting through Interim Co-Lead Counsel, will

file with the Court a supplemental brief in support of final settlement approval that responds to any objections no later than 14 days before the date of the Final Approval Hearing. Defendants will not oppose but do not endorse or approve the content of the motion for final settlement approval.

4. Final Approval Hearing

The Parties shall request that the Court, on the date set forth in the Preliminary Approval Order or on such other date that the Court may set, conduct a Final Approval Hearing to, *inter alia*: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Co-Lead Counsel, shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, the Class Representatives, acting through Interim Co-Lead Counsel, shall ask the Court to enter a Final Approval Order, substantially in the form of Exhibit B attached hereto, which, *inter alia*, approves this Settlement Agreement, authorizes entry of a Final Judgment, and dismisses with prejudice Plaintiffs' Second Amended Consolidated Class Action Complaint in the Action. In connection with the Final Approval Hearing, the Class Representatives also will seek an order to be entered by the Court in the Limitation Action finally dismissing with prejudice the Claims in that action asserted by (i) any Class Representative; and (ii) any Putative Class Member that has not timely opted out of this Settlement. Defendants do not endorse or approve the content of the proposed Final Approval Order. The Class Representatives, acting through Interim Co-Lead Counsel, also shall ask the Court to enter a Final Judgment separately from the Final Approval Order, substantially in the form of Exhibit C attached hereto.

5. Good Faith Settlement Determination

The Parties agree that this Settlement Agreement, including but not limited to releases, dismissals and covenants not to sue contained therein, was negotiated, reached and given in good faith, including as that phrase is used in California Code of Civil Procedure §§ 877 and 877.6 and as described in *Tech-Bilt, Inc. v. Woodward-Clyde Associates*, 38 Cal.3d 488 (Cal. 1985). The Parties agree not to oppose any motion or determination that this Settlement Agreement was reached in good faith under California Code of Civil Procedure §§ 877 and 877.6.

6. Disapproval, Cancellation, Termination, or Nullification of Settlement

Each party shall have the right to terminate this Settlement Agreement if either (i) the Court denies preliminary approval or final approval of this Settlement Agreement; or (ii) the Final Approval Order does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving Settlement on the terms set forth herein. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel within 30 days of the occurrence of the condition permitting termination. However, a Party may elect to terminate this Settlement Agreement under this paragraph only after it uses its best efforts in good faith to resolve the issue(s) that are the subject of the reason for disapproval of the Settlement.

In addition, in the event that there are opt-outs that exceed in number eight percent (8%) of the total number of Putative Class Members or Putative Class Members that would have been allocated more than \$3,600,0000 (three million, six hundred thousand dollars) of the Common Funds based on the allocation plan to be submitted with Final Approval, Defendants shall have the right, in their sole and absolute discretion, within forty-five (45) calendar days after the opt-out deadline set by the Court, to notify Interim Co-Lead Counsel in writing that Defendants have

elected to terminate this Settlement Agreement and withdraw from the Settlement.

If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement; and (iv) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, and specifically reserve their rights, in the event the Settlement Agreement is terminated, to make all arguments regarding class certification that were available at the time immediately preceding the execution of this Settlement Agreement.

Upon termination of this Settlement Agreement, the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement including, but not limited to, any amounts paid out for Notice and amounts paid or due to the Settlement Administrator for its settlement administration services.

ARTICLE VII – RELEASES UPON EFFECTIVE DATE

1. Binding and Exclusive Nature of Settlement Agreement

On the Effective Date, the Parties and each and every Putative Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, or other claim of any kind or nature whatsoever may be pursued or continued by Class Representatives or Putative Class Members against any Released Parties for any damage, loss, or other relief of the type sought or that could have been sought in the Action arising out of or relating to the San Pedro Bay Incident.

2. Releases

On the Effective Date, Class Representatives and Putative Class Members shall be deemed to have, and by operation of this Agreement shall have, fully, finally and forever released, relinquished and discharged the Released Parties from any and all past, present or future Claims and other claims of any kind or nature whatsoever for any damage, loss, or other relief of the type sought or that could have been sought in the Action arising out of or relating to the San Pedro Bay Incident.

3. Waiver of Unknown Claims

On the Effective Date, Class Representatives and Putative Class Members shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Action, expressly waived the benefits of any statutory provisions or common law rule that provides, in substance or effect, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, Class Representatives and Putative Class Members waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. Assumption of Risk

In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If any Party should later discover that any fact which the Party relied

upon in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

ARTICLE VIII – LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

1. No Admission

This Settlement reflects a compromise of disputed claims and defenses, and neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims and defenses alleged in this Action or the Limitation Action, the validity (or lack thereof) of any claims that could have been asserted by any of the Putative Class Members in this Action or the Limitation Action, or the liability of Defendants in this Action or the Limitation Action. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in this Action and the Limitation Action.

2. Limitations on Use

This Agreement shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, to construe, or to finalize the terms of the Settlement Agreement; to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement; for Defendants to designate any payment to or from the Common Funds from, and seek reduction in like amount, any Limitation Fund; and for Defendants to seek a determination that this Settlement Agreement was negotiated, reached and given in good faith under California Code of Civil Procedure §§ 877 and 877.6 or any similar statutes, provisions or rules. Notwithstanding any other provision of this Agreement, this Agreement may be used as Defendants see fit in any action, proceeding, or communications involving their insurance providers, and nothing in or relating to this Agreement shall be

construed as limiting in any respect any rights or claims that any Defendants may have with respect to any insurance or insurance providers.

ARTICLE IX – MISCELLANEOUS PROVISIONS

1. Cooperation

The Parties and their counsel agree to support approval of this Settlement by the Court and to take all reasonable and lawful actions necessary to obtain such approval.

2. No Assignment

Each party represents, covenants, and warrants that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that they herein release.

3. Binding on Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

4. Captions

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

5. Effect of Release on Putative Class Members

The Notice will advise all Putative Class Members of the binding nature of the Release and of the remainder of this Agreement, and entry of the Final Approval Order shall have the same force and effect as if each Putative Class Member executed this Agreement.

6. Construction

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this

Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or their counsel, participated in the drafting of this Agreement.

7. Counterparts

This Agreement and any amendments hereto may be executed in one or more counterparts, and each Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and each of which counterparts taken together shall constitute but one and the same instrument. A facsimile, verified electronic signature (such as DocuSign), or PDF signature shall be deemed an original for all purposes.

8. Governing Law

Construction and interpretation of this Settlement Agreement shall be determined in accordance with federal laws, without regard to the choice-of-law principles thereof.

9. Integration Clause

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action and dismissal of the Claims. This Agreement may not be changed, altered or modified, except in a writing signed by the Parties; if any such change, alteration or modification of the Agreement is material, it must also be approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

10. Jurisdiction

The Court shall retain jurisdiction, after entry of the Final Approval Order, with respect

to enforcement of the terms of this Settlement, and all Parties and Putative Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

11. No Collateral Attack

This Agreement shall not be subject to collateral attack by any Putative Class Member at any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that the payment to a Putative Class Member was improperly calculated or that a Putative Class Member failed to receive timely notice of the Settlement Agreement.

12. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties to the terms and conditions hereof.

13. Receipt of Advice of Counsel

The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

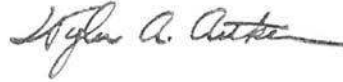
14. Waiver of Compliance

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

In WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the

dates set forth below:

DATED: 4.28.23



Wylie A. Aitken (SBN 37770)
wylie@aitkenlaw.com
AITKEN ♦ AITKEN ♦ COHN
3 MacArthur Place, Suite 800
Santa Ana, CA 92808
Telephone: (714) 434-1424
Facsimile: (714) 434-3600

DATED: _____

Lexi J. Hazam (SBN 224457)
lhazam@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

DATED: _____

Stephen G. Larson, (SBN 145225)
slarson@larsonllp.com
LARSON, LLP
555 Flower Street, Suite 4400
Los Angeles, CA 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000

**ON BEHALF OF NAMED PLAINTIFFS AND
THE SETTLEMENT CLASSES**

DATED: _____

dates set forth below:

DATED: _____

Wylie A. Aitken (SBN 37770)
wylie@aitkenlaw.com
AITKEN ♦ AITKEN ♦ COHN
3 MacArthur Place, Suite 800
Santa Ana, CA 92808
Telephone: (714) 434-1424
Facsimile: (714) 434-3600

DATED: 4/28/23



Lexi J. Hazam (SBN 224457)
lhazam@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

DATED: _____

Stephen G. Larson, (SBN 145225)
slarson@larsonllp.com
LARSON, LLP
555 Flower Street, Suite 4400
Los Angeles, CA 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000

**ON BEHALF OF NAMED PLAINTIFFS AND
THE SETTLEMENT CLASSES**

DATED: _____

dates set forth below:

DATED: _____

Wylie A. Aitken (SBN 37770)
wylie@aitkenlaw.com
AITKEN ♦ AITKEN ♦ COHN
3 MacArthur Place, Suite 800
Santa Ana, CA 92808
Telephone: (714) 434-1424
Facsimile: (714) 434-3600

DATED: _____

Lexi J. Hazam (SBN 224457)
lhazam@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

DATED: April 28, 2023



Stephen G. Larson, (SBN 145225)
slarson@larsonllp.com
LARSON, LLP
555 Flower Street, Suite 4400
Los Angeles, CA 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000

**ON BEHALF OF NAMED PLAINTIFFS AND
THE SETTLEMENT CLASSES**

DATED: _____

DATED: 4/26/2023



David C. Wright (SBN 177468)
dcw@mccunewright.com
MCCUNE WRIGHT AREVALO, LLP
18565 Jamboree Road, Suite 550
Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275
**ON BEHALF OF PLAINTIFF BEYOND
BUSINESS INCORPORATED**

DATED: _____

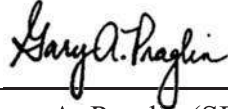
Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
**ON BEHALF OF PLAINTIFF BANZAI SURF
COMPANY, LLC**

DATED: _____

Alexander Robertson, IV (SBN 127042)
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Rd. Suite 200
Westlake Village, CA 91361
Telephone: (818) 851-3850
Facsimile: (818) 851-3851
**ON BEHALF OF PLAINTIFFS DONALD
BROCKMAN AND HEIDI JACQUES, AND
DAVEY'S LOCKER SPORTFISHING, INC.**

David C. Wright (SBN 177468)
dcw@mccunewright.com
MCCUNE WRIGHT AREVALO, LLP
18565 Jamboree Road, Suite 550
Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275
**ON BEHALF OF PLAINTIFF BEYOND
BUSINESS INCORPORATED**

DATED: 4/24/2023



Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
**ON BEHALF OF PLAINTIFF BANZAI SURF
COMPANY, LLC**

DATED: _____

Alexander Robertson, IV (SBN 127042)
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Rd. Suite 200
Westlake Village, CA 91361
Telephone: (818) 851-3850
Facsimile: (818) 851-3851
**ON BEHALF OF PLAINTIFFS DONALD
BROCKMAN AND HEIDI JACQUES, AND
DAVEY'S LOCKER SPORTFISHING, INC.**

DATED: _____

DATED: _____

David C. Wright (SBN 177468)
dcw@mccunewright.com
MCCUNE WRIGHT AREVALO, LLP
18565 Jamboree Road, Suite 550
Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275
**ON BEHALF OF PLAINTIFF BEYOND
BUSINESS INCORPORATED**

DATED: _____

Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
**ON BEHALF OF PLAINTIFF BANZAI SURF
COMPANY, LLC**

DATED: 04/28/2023



Alexander Robertson, IV (SBN 127042)
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Rd. Suite 200
Westlake Village, CA 91361
Telephone: (818) 851-3850
Facsimile: (818) 851-3851
**ON BEHALF OF PLAINTIFFS DONALD
BROCKMAN AND HEIDI JACQUES, AND
DAVEY'S LOCKER SPORTFISHING, INC.**

David C. Wright (SBN 177468)
dcw@mccunewright.com
MCCUNE WRIGHT AREVALO, LLP
18565 Jamboree Road, Suite 550
Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275
**ON BEHALF OF PLAINTIFF BEYOND
BUSINESS INCORPORATED**

DATED: _____

Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
**ON BEHALF OF PLAINTIFF BANZAI SURF
COMPANY, LLC**

DATED: _____

Alexander Robertson, IV (SBN 127042)
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Rd. Suite 200
Westlake Village, CA 91361
Telephone: (818) 851-3850
Facsimile: (818) 851-3851
**ON BEHALF OF PLAINTIFFS DONALD
BROCKMAN AND HEIDI JACQUES, AND
DAVEY'S LOCKER SPORTFISHING, INC.**

DATED: 4/25/2023



Matthew C. Maclear (SBN 209228)
AQUA TERRA AERIS LAW GROUP
4030 Martin Luther King Jr. Way
Oakland, CA 94609
Phone: 415.568.5200
Email: mcm@atalawgroup.com
**ON BEHALF OF PLAINTIFFS LBC SEAFOOD,
INC., QUALITY SEA FOOD, INC., AND JOSH
HERNANDEZ**

DATED: May 1, 2023

Alex R. Straus
Alex R. Straus (May 1, 2023 14:47 PDT)

Alex R. Straus (SBN 321366)
MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, PLLC
280 S. Beverley Drive
Beverly Hills, CA 90212
Telephone: (917) 471-1894
Facsimile: (310) 496-3176
**ON BEHALF OF PLAINTIFFS RAJASEKARAN
WICKRAMASEKARAN AND
CHANDRALEKHA WICKRAMASEKARAN,
INDIVIDUALLY AND AS TRUSTEES OF THE
WICKRAMASEKARAN FAMILY TRUST**

DATED: May 3, 2023

Kevin J. Orsini

Kevin J. Orsini
Omid H. Nasab
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Telephone: (212) 474-1000
Facsimile: (212) 474-3700
**ON BEHALF OF CAPETANISSA MARITIME
CORPORATION, COSTAMARE SHIPPING
CO., S.A., V.SHIPS GREECE LTD., AND THE
M/V BEIJING**

DATED: 5/3/23

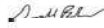


Jonathan W. Hughes (SBN 186829)
Jonathan.hughes@arnoldporter.com
ARNOLD & PORTER KAYE SCHOLER LLP
Three Embarcadero Center, Tenth Floor
San Francisco, CA 94111
Telephone: (415) 471-3156
Facsimile: (415) 471-3400
**ON BEHALF OF DORDELLAS FINANCE
CORP., MSC MEDITERRANEAN SHIPPING
CO. S.A., MEDITERRANEAN SHIPPING CO.
S.R.L., MSC SHIPMANAGEMENT LTD., AND
MSC DANIT**

READ AND APPROVED:

DATED: 04/25/23 | 3:25 PM PDT

DocuSigned by:



8145C22070704400

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

John and Marysue Pedicini, individually and as trustees of the T & G Trust

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: 04/25/23 | 5:15 PM PDT

DocuSigned by:
Heidi Jacques
ED3508D460CB493

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

John and Marysue Pedicini, individually and as trustees of the T & G Trust

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: 4/24/2023 _____

DocuSigned by:
John Crowe
420B2F871041452... _____
John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

John and Marysue Pedicini, individually and as trustees of the T & G Trust

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

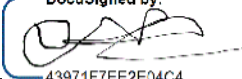
DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: 4/24/2023 _____

DocuSigned by:

43971F7EE2E04C4...
Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

John and Marysue Pedicini, individually and as trustees of the T & G Trust

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: 4/24/2023 _____

DocuSigned by:
Jennifer Anderson
A964018553A7431...

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

John and Marysue Pedicini, individually and as trustees of the T & G Trust

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: 4/24/2023 _____

DocuSigned by:
Jeffrey Jones
EDD81C7977474AB... _____
Quality Sea Food Inc.

DATED: _____

John and Marysue Pedicini, individually and as trustees of the T & G Trust

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: 4/24/2023 _____

DocuSigned by:
John Pedicini

8F109DD9B8374A8...
John and Marysue Pedicini, individually and as trustees of the T & G Trust

DATED: May 2, 2023


Rajasekaran Wickramasekaran (May 2, 2023 10:36 PDT)

Rajasekaran Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust

DATED: May 2, 2023



Chandralekha Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust

DATED: _____

Banzai Surf Company, LLC

DATED: _____

Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

Rajasekaran Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Chandralekha Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: 4/24/2023 _____

DocuSigned by:
Jay Kaner
7935CAA6C3EB472...

Banzai Surf Company, LLC

DATED: _____

Beyond Business Incorporated, d/b/a Big Fish Bait &
Tackle

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

Rajasekaran Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Chandralekha Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Banzai Surf Company, LLC

DATED: 04/25/2023

Vannrada Lai

Beyond Business Incorporated, d/b/a Big Fish Bait &
Tackle

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

Rajasekaran Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Chandralekha Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust


DATED: _____

Banzai Surf Company, LLC

DATED: _____

Beyond Business Incorporated, d/b/a Big Fish Bait &
Tackle

DATED: 4/25/2023 _____

DocuSigned by:


A19E1B60E16340F
Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

Rajasekaran Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Chandralekha Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Banzai Surf Company, LLC

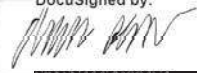
DATED: _____

Beyond Business Incorporated, d/b/a Big Fish Bait &
Tackle

DATED: _____

Bongos Sportfishing LLC

DATED: 4/24/2023 _____

DocuSigned by:


Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

Rajasekaran Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Chandralekha Wickramasekaran, individually and as
Trustees of the Wickramasekaran Family Trust

DATED: _____

Banzai Surf Company, LLC

DATED: _____

Beyond Business Incorporated, d/b/a Big Fish Bait &
Tackle

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: 04/25/23 | 2:32 PM PDT

DocuSigned by:
Thor Brislin

88E87D86AE6487...
Davey's Locker Sportfishing, Inc.

DATED: 4/24/2023 _____

DocuSigned by:
Melodas Nagel
RA25186F422044C
_____ East Meets West Excursions

DATED: _____

_____ Tyler Wayman

DATED: _____

East Meets West Excursions

DATED: 4/29/2023

DocuSigned by:



220DEE2D0B9E481...

Tyler Wayman