



COASTAL RESOURCES DIVISION
ONE CONSERVATION WAY · BRUNSWICK, GA 31520 · 912-264-7218

WALTER RABON
COMMISSIONER

DOUG HAYMANS
DIRECTOR

May 29, 2026

Mr. Stephen Schrock
Georgia Sustainable Shellfish Company, LLC
1886 Brooks Drive
Atlanta, Georgia 30318

RE: Letter of Permission (LOP) and Revocable License (RL), Commercial Dock Maintenance, Floating Dock and Upweller Installation, Coastal Marshlands Protection Act (CMPA) Jurisdiction, 1688 Valona Road SE, McIntosh County, Georgia. (GPS 31.478719, -81.342943), SAS-2026-00324.

This letter is in response to your request, received on April 20, 2026, to perform maintenance on the existing commercial dock facility, including activities subject to the CMPA. The project also includes the installation of gear within CMPA jurisdiction for mariculture activities, including a gangway, floating dock, and floating upweller (FLUPSY) which meet the exemption of the CMPA per O.C.G.A. 12-5-295(9). Work will begin no sooner than 15 days from the date of this letter and must be completed within six months.

Repairs to the fixed deck at the commercial dock facility include piling encapsulation and stringer and deck board replacement, along with replacing bolts and fasteners as needed. Once maintenance is completed, a 4ft. x 24ft. gangway will be installed to access a new 6ft. x 20ft. floating dock and an 8ft. x 20ft. FLUPSY. This system will be used to cultivate native oyster and clam seed for mariculture purposes. All maintenance work will be board-for-board within the existing footprint, conducted from the upland or existing dock area along with barge and crane. All debris will be disposed of at an appropriate upland site.

The Department authorizes the repairs to the existing commercial facility and installation of a gangway, floating dock, and upweller as depicted in the attached project request. No unauthorized equipment, materials, or debris may be placed in, disposed of, or stored in jurisdictional areas. Any visible alterations in marsh topography will be restored immediately using low impacts hand tools. Any damage to marsh vegetation that has not recovered naturally during the next growing season will be repaired by a method acceptable to the Department.

Any change in the use, location, dimensions, or configuration of the approved project, without prior notification and approval from this office could result in revocation of this letter and in the required removal of the related structures. Tidal water bottoms and marshlands of Coastal Georgia are public trust lands controlled by the State, except for such lands where a valid Crown Grant or State Grant exists.

This authorization does not relieve you from obtaining any other Federal, state, or local permits. If you have any further questions or concerns, feel free to contact Josh Noble at 912-264-7218.

Sincerely,



Jill Andrews
Chief, Coastal Management Section

Enclosures: Project Description, Drawings, Site Photos, Revocable License, Federal Consistency Certification Statement, Property Lease, NWP48 Verification

Cc: McIntosh County Building Inspector

File: LOP20260051

STATE OF GEORGIA

REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): Georgia Sustainable Shellfish Company, LLC/Stephen Schrock
MAILING ADDRESS: 1886 Brooks Drive, Atlanta, Ga. 30318
(Street) (City) (State) (Zip)
PROJECT ADDRESS/LOCATION: 1712 Valona Road, Townsend, Ga. 31331
COUNTY: McIntosh WATERWAY: Shellbluff Creek
LOT, BLOCK & SUBDIVISION NAME FROM DEED: Parcel #0075A 0024001

The State of Georgia hereby grants you a revocable license not coupled with an interest¹. This area may now or in the future be utilized by boats employing power drawn nets under the provisions for commercial or sport bait shrimping. In its occupancy and use of the premises, licensee shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by licensee may be enforced by termination of this license, by injunction, and/or by any other remedy available at law to the Georgia Department of Natural Resources.

Attached hereto and made a part of this license are the project description, drawing(s), and terms and conditions that are the subject of this license. The project approved for this license must be constructed and completed within the specified timeframe noted in the terms and conditions and must be maintained in serviceable condition. Otherwise, action will be initiated to revoke this license and all structures must be removed immediately at the licensee's expense.

STATE OF GEORGIA
Office of the Governor

By: 
For: Walter Rabon
Commissioner-DNR

Date: May 29, 2026

Enclosures:

LOP20260051

¹ Tidal water bottoms and marshlands of coastal Georgia are public trust lands owned by the State, except where ownership of such lands is demonstrated through an unbroken chain of title to a valid Crown or State Grant, which explicitly conveys the beds of such tidewaters. The Revocable License authorizes use of lands presumed to be owned by the State of Georgia, and which are under control of the State. This Revocable License is issued with the understanding and condition that it could be rendered invalid should another person demonstrate ownership to such lands pursuant to a valid Crown Grant or State Grant. This Revocable License is issued with the understanding that such lands are subject to the public trust doctrine.

FEDERAL CONSISTENCY CERTIFICATION STATEMENT

Printed Name of Applicant(s): Georgia Sustainable Shellfish Company, LLC

Applicant Email: sschrock@gsshellfishco.com Phone: (404)-323 6982

Agent Name (if applicable): Phone:

To Whom It May Concern:

This is to certify that I have made application to the U.S. Army Corps of Engineers (USACE) for authorization to impact Waters of the United States and that such proposed work is, to the best of my knowledge, consistent with Georgia's Coastal Management Program.

I understand I must provide this Consistency Certification Statement, along with a copy of my permit application submitted to USACE, to the Georgia Department of Natural Resources Coastal Resources Division (CRD) before they can begin evaluating my proposed project for consistency with Georgia's enforceable policies. I understand additional information may be required to facilitate review.

Once any required authorizations or permits from CRD have been issued, and CRD has concurred with my findings by signing this Consistency Certification Statement, CRD must submit it to USACE in order for them to issue any required federal permits or authorizations, or to validate any provisional authorizations they have already issued. A USACE provisional authorization or permit will not be valid until they receive this Certification Statement signed by CRD.

Attached is a copy of my application to USACE (required)

Signature of Applicant: [Signature] Date: 5/22/26

FOR AGENCY INTERNAL USE ONLY: Date Received (Commencement Date): 4/22/26
USACE Authorization/Permit Number (assigned by USACE): 545-2026-00324
USACE Authorization Type (select one): Individual Permit General Permit # NWP # 48
USACE Project Manager: Kaylon Metz
CRD Authorization/Permit Number (assigned by CRD): LOP 2026 0051
CRD Project Manager: Jash Noble

CRD HAS REVIEWED AND CONCURS WITH THIS CONSISTENCY CERTIFICATION STATEMENT TO THE EXTENT THE USACE AUTHORIZED PROJECT DESCRIPTION IS CONSISTENT WITH THE AUTHORIZED PROJECT DESCRIPTION FOR ANY CRD PERMIT ISSUED FOR THIS PROJECT

CRD Signature: [Signature] Date: MAY 29 2026
Printed Name: Jill Andrews Title: Chief

For questions regarding consistency with the Georgia Coastal Management Program, please contact the Federal Consistency Coordinator at (912) 264-7218 or visit www.CoastalGADNR.org.

STATE OF GEORGIA

REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): Georgia Sustainable Shellfish Company, LLC

MAILING ADDRESS: 1886 Brooks Drive Atlanta GA 30318
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 1712 Valona Rod, Townsend GA 31331

COUNTY: McIntosh WATERWAY: Shellbluff River

LOT, BLOCK & SUBDIVISION NAME FROM DEED: Tax parcel 0075A 0024001

Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way
Brunswick, Georgia 31520-8687

I am requesting that I be granted a revocable license from the State of Georgia to encroach on the beds of tidewaters, which are state owned property. Attached hereto and made a part of this request is a copy of the plans and description of the project that will be the subject of such a license. I certify that all information submitted is true and correct to the best of my knowledge and understand that willful misrepresentation or falsification is punishable by law.

I understand that if permission from the State is granted, it will be a revocable license and will not constitute a license coupled with an interest. I acknowledge that this revocable license does not resolve any actual or potential disputes regarding the ownership of, or rights in, or over the property upon which the subject project is proposed, and shall not be construed as recognizing or denying any such rights or interests. I acknowledge that such a license would relate only to the property interests of the State and would not obviate the necessity of obtaining any other State license, permit, or authorization required by State law. I recognize that I waive my right of expectation of privacy and I do not have the permission of the State of Georgia to proceed with such project until the Commissioner of DNR or his/her designee has executed a revocable license in accordance with this request.

Sincerely,

By: 
Signature of Applicant

Date: 5/24/24

Managing Member
Title, if applicable

By: _____
Signature of Applicant

Date: _____

Title, if applicable

Attachments

Georgia Sustainable Seafood
 Stephen Schrock
 Valona, GA

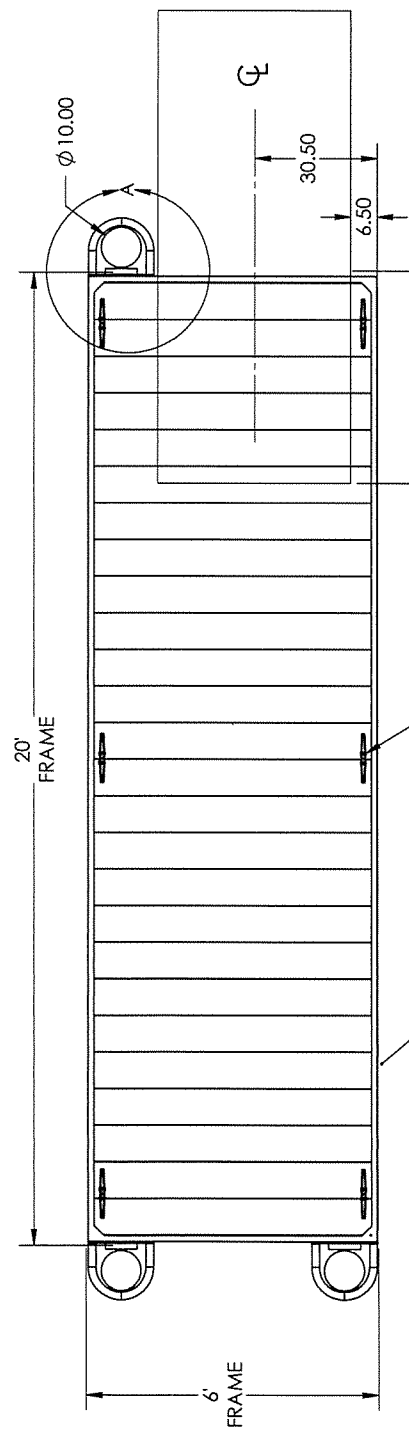
CWA Development CONTRACT

CWA Development
 1082 Midway St NE Townsend, GA 31331

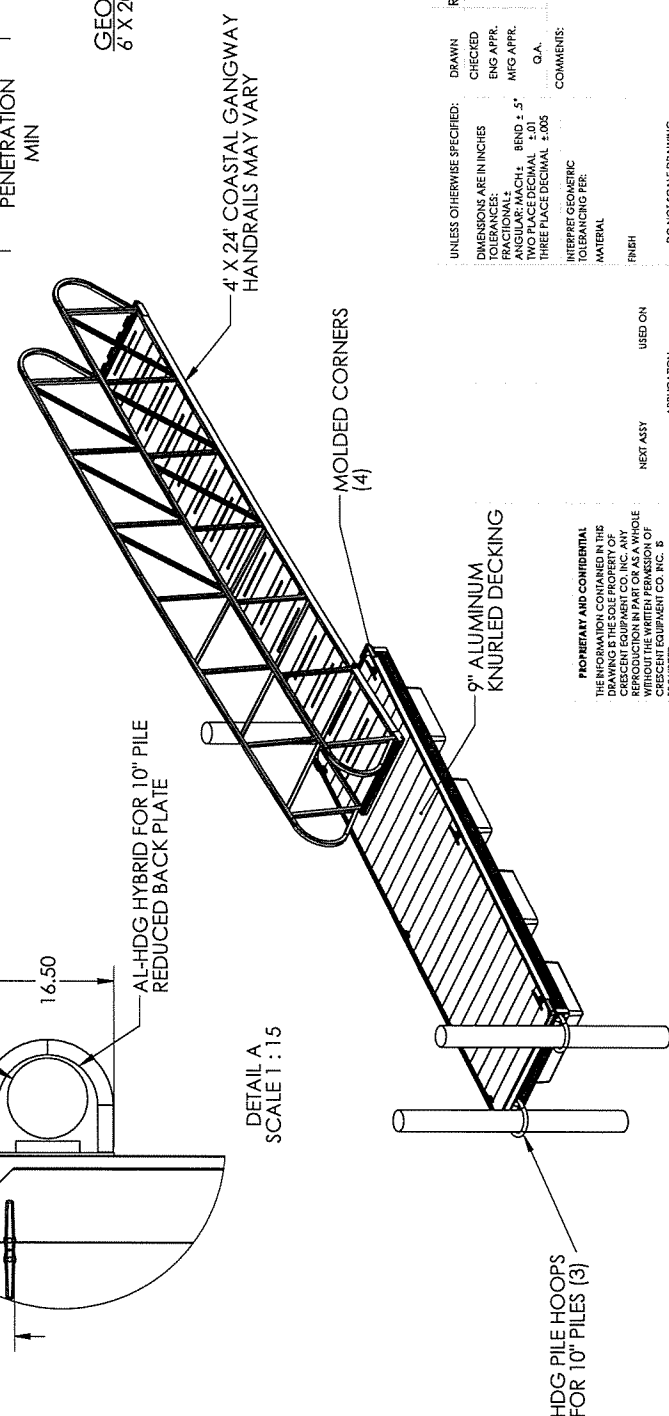
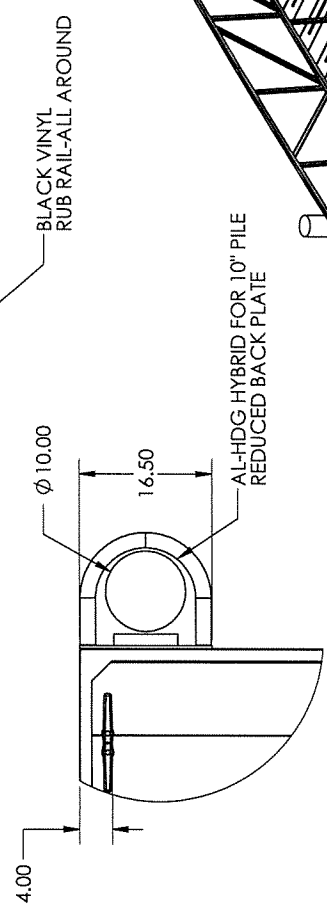
Date: May 14, 2026


Pick up and install ramp. Hot dipped Galvanized thru bolts will be used to secure the ramp to the retrofitted abutment.	1,500.
Pick up and set floating dock	3,000.
Retrofit the abutment:	
Install double 3"x10"x22' 2.5 Marine Pressure Treated timbers with Hot Dipped Galvanized thru bolts into the existing encapsulated pilings. 2x 2,000.	4,000.
Install a 2"x12"x22' deckboard on top of the encapsulated and the adjusted and encapsulated piling	400.
Install a 16' piling in the center of the encapsulated pilings	1,600.
Encapsulate the 2 existing piling in buckets with forms and concrete. 2x1,600	3,200.
Install 3 35' piling for the new floating dock. 3x2,000	6,000
Total	19,700.
50% due to start project	9,850.
Balance due upon completion.	9,850.
PLEASE SIGN AS A TESTAMENT OF YOUR AGREEMENT WITH THIS PROJECT	
X _____ DATE:	
X _____ DATE	
THANK YOU!	

1 2 3 4 5 6 7 8



GEORGIA SUSTAINED SEAFOOD
6' X 20' ALUMINUM DOCK - PRELIM.




 ADMINISTRATIVE SERVICES & CONSTRUCTION
 P.O. BOX 195
 CRESCENT GA.
 1-800-554-1186

NAME: RLWAY DATE: 050626
 DRAWN: [] CHECKED: []
 DIMENSIONS ARE IN INCHES
 TOLERANCES: ENG APPR. MFG APPR.
 FRACTIONAL: BEND ± .5"
 ANGULAR: MACH. ± .5"
 FINISH: THREE PLACE DECIMAL
 UNLESS OTHERWISE SPECIFIED:

COMMENTS:
 INTERPRET GEOMETRIC TOLERANCING PER MATERIAL FINISH DO NOT SCALE DRAWING

TITLE: GA-Sust Seafood 6X20-Prelim
 DWG. NO. GA SUST SEA-6X20 P
 SCALE: 1:30 Weight: SHEET 1 OF 1

UNLESS OTHERWISE SPECIFIED:
 DIMENSIONS ARE IN INCHES
 TOLERANCES: ENG APPR. MFG APPR.
 FRACTIONAL: BEND ± .5"
 ANGULAR: MACH. ± .5"
 FINISH: THREE PLACE DECIMAL
 UNLESS OTHERWISE SPECIFIED:

COMMENTS:
 INTERPRET GEOMETRIC TOLERANCING PER MATERIAL FINISH DO NOT SCALE DRAWING

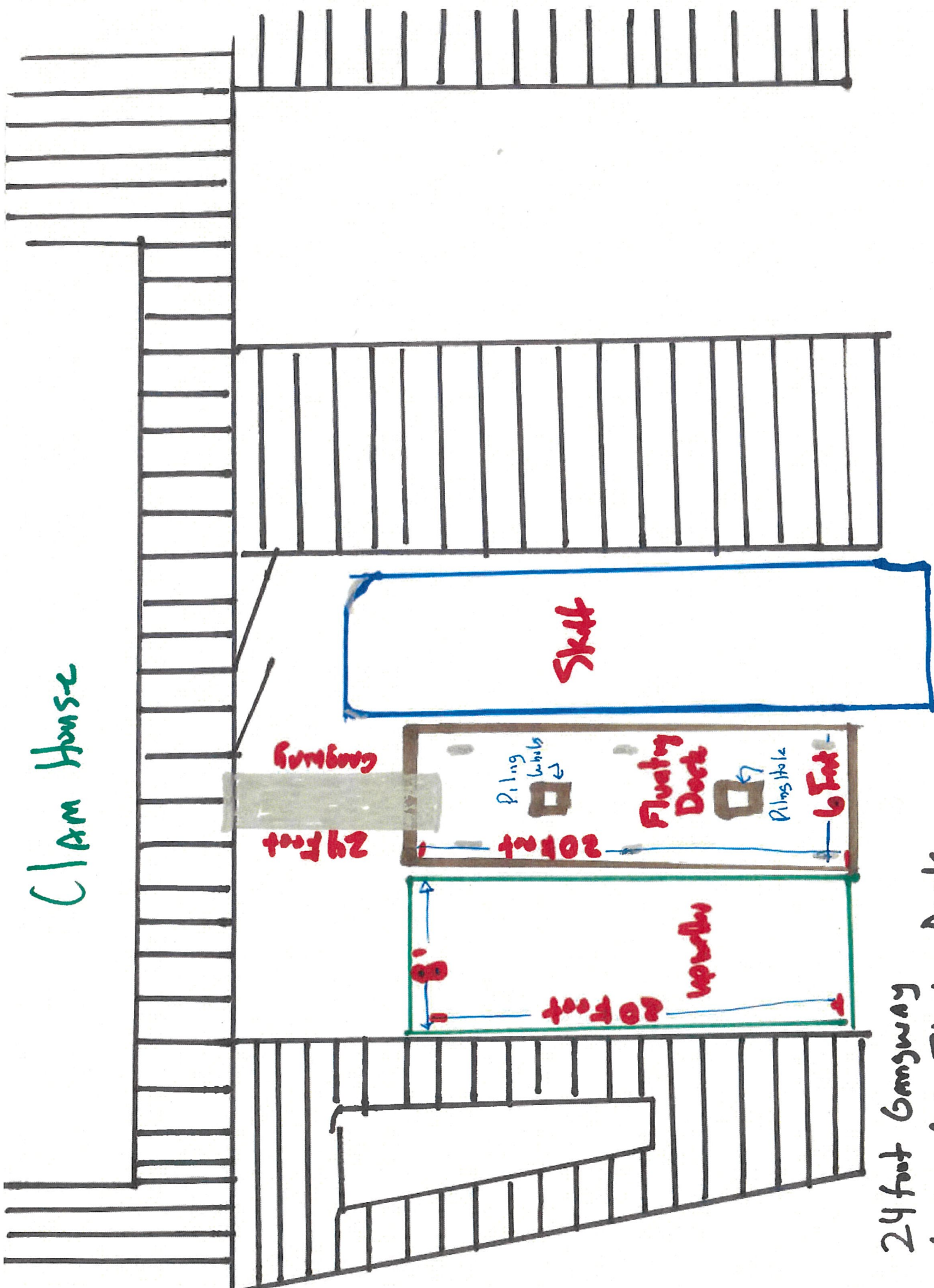
PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CHRYSLER EQUIPMENT CO. INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF CHRYSLER EQUIPMENT CO. INC. IS PROHIBITED.

NEXT ASSY USED ON APPLICATION

HDG PILE HOOPS FOR 10" PILES (3)

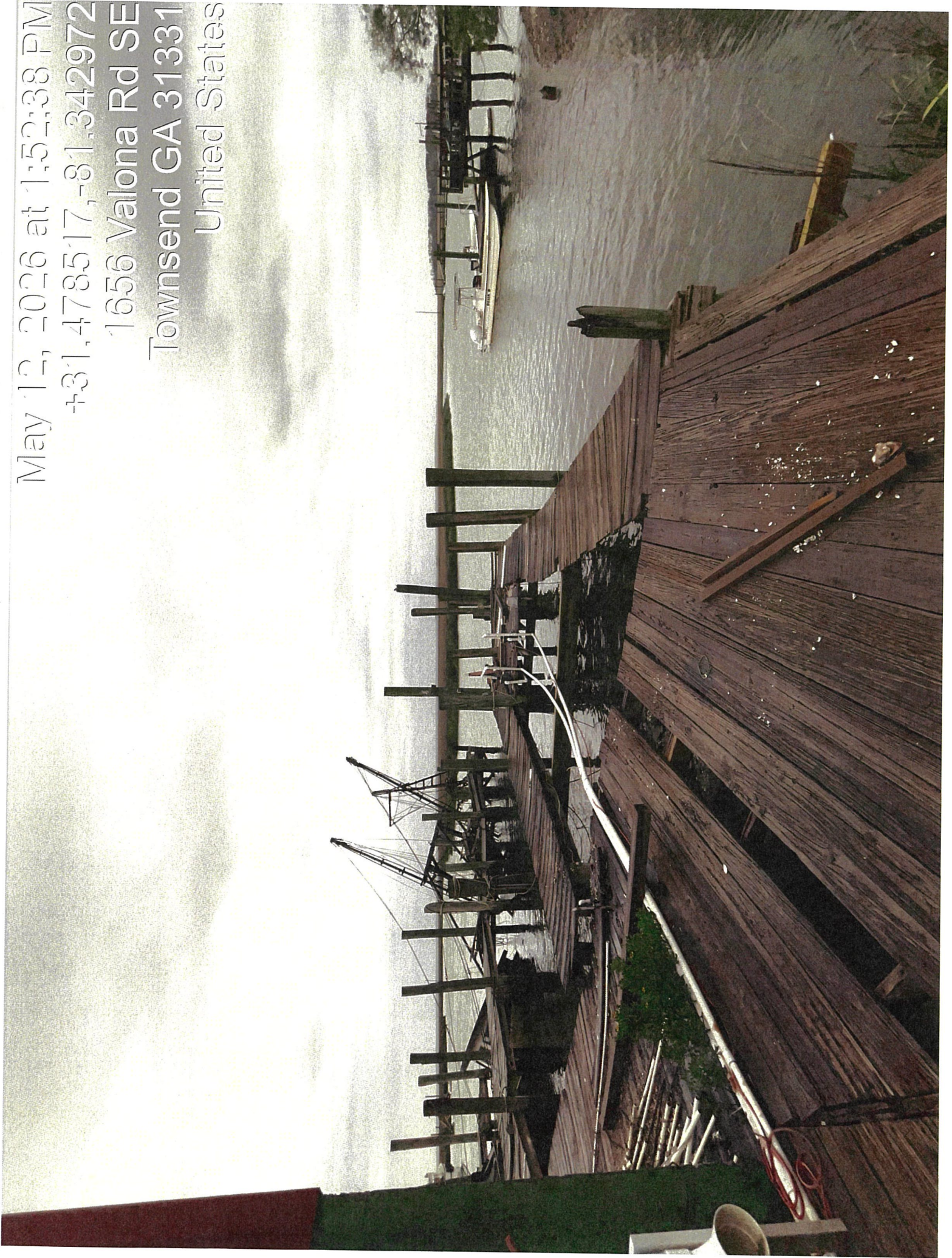
1 2 3 4 5 6 7 8

Clam House



24 foot Gangway
6 x 20 foot Floating Dock

May 12, 2026 at 1:52:38 PM
+31,478517,-81,342972
1656 Valona Rd SE
Townsend GA 31331
United States



May 12 2026 at 1:53:37 PM
+31 478593-81 342934
1656 Valona Rd SE
Townsend GA 31331
United States



From: [Stephen Schrock](#)
To: [Noble, Josh](#)
Cc: [Joseph Williams](#); [Lisa Anderson](#); [Steve Johnson](#); [Grayson West](#); [Sydney Williams](#)
Subject: Re: Valona Road - Revocable License - Seed Upweller
Date: Thursday, May 28, 2026 9:29:36 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks!

Best Regards,

Steve

Stephen B. Schrock
Georgia Sustainable Shellfish Company



1712 Valona Road
Townsend, GA 31331
(404) 323-6982

www.gshellfishco.com

On Thu, May 28, 2026 at 8:46 AM Noble, Josh <Josh.Noble@dnr.ga.gov> wrote:

Hello Stephn,

We are working to complete and post the LOP this week. I will send the notice to you upon issuance.

Thanks,

Josh

From: Stephen Schrock <sschrock@gshellfishco.com>

Sent: Thursday, May 28, 2026 8:35 AM

To: Noble, Josh <Josh.Noble@dnr.ga.gov>

Cc: Joseph Williams <jwilliams@gshellfishco.com>; Lisa Anderson <custommarineconstruction@gmail.com>; Steve Johnson <steve@crescentdock.com>; Grayson West <gwest@gshellfishco.com>; Sydney Williams <swilliams@gshellfishco.com>

Subject: Re: Valona Road - Revocable License - Seed Upweller

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Josh, the floating dock and gangway are almost completed so can you give me an update on the Letter of permission and revocable license?

Best Regards,

Steve

Stephen B. Schrock
Shellbluff Clams
1712 Valona Road
Townsend, GA 31331
(404) 323-6982
www.gshellfishco.com

On Fri, May 22, 2026 at 10:54 AM Stephen Schrock <sschrock@gshellfishco.com> wrote:

Josh, for our requested Letter of Permission for the dock work and Revocable License for the upweller, please find attached signed copies of the following:

- Federal Consistency Certification Statement.
- Revocable License Request.

Thanks for all your help and have a great holiday weekend.

Best Regards,

Steve

Stephen B. Schrock

Georgia Sustainable Shellfish Company



1712 Valona Road
Townsend, GA 31331
(404) 323-6982

www.gshellfishco.com

On Thu, May 21, 2026 at 3:08 PM Noble, Josh <Josh.Noble@dnr.ga.gov> wrote:

Hello Stephen,

I have sorted through the submitted paperwork and only need two additional forms completed and signed; both are attached here.

Please complete and sign the Federal Consistency Certification Statement. This is required to “certify” the federal permit and will be sent to the Corps with our final approval packet informing them you have obtained all required State of Georgia permits.

Lastly is the Revocable License Request, please complete the top portion and sign.

Please return both to me at your earliest convenience as I plan to have the Letter of Permission for the dock work and Revocable License for the upweller prepared to send to our Chief for final approval next week.

Sincerely,

Josh

Josh Noble

Marsh and Shore Management Program Manager

Coastal Resources Division

Main: (912)264-7218

Direct: (912)266-0712

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GEORGIA DEPARTMENT OF NATURAL RESOURCES

From: Stephen Schrock <sschrock@gshellfishco.com>

Sent: Thursday, May 21, 2026 1:11 PM

To: Noble, Josh <Josh.Noble@dnr.ga.gov>

Cc: Joseph Williams <jwilliams@gshellfishco.com>; Lisa Anderson

<custommarineconstruction@gmail.com>; Steve Johnson <steve@crescentdock.com>;

Grayson West <gwest@gshellfishco.com>; Sydney Williams <swilliams@gshellfishco.com>

Subject: Re: Valona Road - Revocable License - Seed Upweller

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Josh, any update on our letter/license?

Best Regards,

Steve

Stephen B. Schrock

Shellbluff Clams

1712 Valona Road

Townsend, GA 31331

(404) 323-6982

www.gshellfishco.com

On Tue, May 19, 2026 at 11:42 AM Noble, Josh <Josh.Noble@dnr.ga.gov> wrote:

Hello Stephen,

I am out of the office today and will review the provided materials tomorrow upon my return and provide a response.

Thanks,

Josh

On May 19, 2026, at 10:57 AM, Stephen Schrock
<sschrock@gshellfishco.com> wrote:

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Josh,

Attached is the updated CAD drawing from Crescent showing the second piling on the water side.

Please let me know if you have any questions. Additionally, could you provide an ETA on the publication and the issuance of the letter of permission or revocable license?

Best Regards,

Steve

Stephen B. Schrock

Georgia Sustainable Shellfish Company



[1712 Valona Road](#)
[Townsend, GA 31331](#)
[\(404\) 323-6982](#)

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On Fri, May 15, 2026 at 11:20 AM Stephen Schrock
<sschrock@gshellfishco.com> wrote:

Josh, thanks for the call earlier this week. As we discussed, attached are the documents from CWS Development: the Contract showing the "Scope of Work" and a diagram showing the installation of the pilings for the gangway and the floating dock, as well as the work shoring up the walkway to support the gangway.

In addition, from Cresent attached please find the CAD drawing for the 6' X 20' gangway and the 4' X 24' floating dock attached from Cresent. Please note that CWS recommended installing two 8 inch pilings, not one, on the river side of the dock, as shown on their diagram. We will send you a revised CAD drawing showing the two pilings shortly.

Best Regards,

Steve

Stephen B. Schrock

Georgia Sustainable Shellfish Company



1712 Valona Road
Townsend, GA 31331
(404) 323-6982

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On Mon, May 11, 2026 at 12:56 PM Stephen Schrock
<sschrock@gshellfishco.com> wrote:

Josh, any update on our revocable license for the
flupsy and floating dock?

Best Regards,

Steve

Stephen B. Schrock

Georgia Sustainable Shellfish Company



1712 Valona Road
Townsend, GA 31331
(404) 323-6982

www.gshellfishco.com

On Mon, May 4, 2026 at 1:04 PM Noble, Josh
<Josh.Noble@dnr.ga.gov> wrote:

Hello Mr. Schrock,

I will work to expedite your request and complete this week.

Thanks,

Josh

From: Stephen Schrock <sschrock@gshellfishco.com>
Sent: Monday, May 4, 2026 12:07 PM
To: Noble, Josh <Josh.Noble@dnr.ga.gov>
Cc: Joseph Williams <jwilliams@gshellfishco.com>
Subject: Re: Valona Road - Revocable License - Seed Upweller

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Josh, we received today the attached PNC from The US Army Corps of Engineers. Any idea how much longer it will be before we get the revocable license?

We have

Best Regards,

Steve

Stephen B. Schrock

Shellbluff Clams

[1712 Valona Road](#)
[Townsend, GA 31331](#)
(404) 323-6982
www.gshellfishco.com

On Mon, Apr 27, 2026 at 2:49 PM Noble, Josh
<Josh.Noble@dnr.ga.gov> wrote:

Hello Mr. Shrock,

I received your email and will follow up with you if additional information is needed, though I believe I have everything including your Army Corps PCN.

Thanks,

Josh

Josh Noble
Marsh and Shore Management Program Manager
[Coastal Resources Division](#)
Main: (912)264-7218

Direct: (912)266-0712

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GEORGIA DEPARTMENT OF NATURAL RESOURCES

From: Stephen Schrock <sschrock@gshellfishco.com>
Sent: Friday, April 24, 2026 3:00 PM
To: Noble, Josh <Josh.Noble@dnr.ga.gov>
Cc: Joseph Williams <jwilliams@gshellfishco.com>
Subject: Re: Valona Road - Revocable License - Seed Upweller

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Josh, I just wanted to confirm you received the email below about our revocable license and that you do not need anything else from us.

Best Regards,

Steve

Stephen B. Schrock

Georgia Sustainable Shellfish Company



[1712 Valona Road](#)
[Townsend, GA 31331](#)
[\(404\) 323-6982](#)

www.gshellfishco.com

On Mon, Apr 20, 2026 at 3:56 PM Stephen Schrock

<sschrock@gshellfishco.com> wrote:

Josh,

Thank you for speaking with me today regarding a revocable license to utilize our nursery seed upweller.

As we discussed, I have attached the lease agreement with Shellbluff, Inc. confirming the landowner's permission. I have also included a diagram of the dock area and our aquaculture setup for your reference.

Please let me know if you require any additional information or have any questions.

Best Regards,

Steve

Stephen B. Schrock

Georgia Sustainable Shellfish Company



1712 Valona Road
Townsend, GA 31331
(404) 323-6982

www.gshellfishco.com

<GA-Sust Seafood 6X20-Prelim-3 10in Piles.PDF>

COMMERCIAL LEASE

This Commercial Lease (this "Lease") is made and entered into as of this 1st day of July 2025 (the "*Effective Date*"), by and between Shell Bluff, Inc. ("*Landlord*" or "*SBF*"), and Georgia Sustainable Shellfish Company, LLC dba Shell Bluff Clams ("*Tenant*" or "*SBC*").

WHEREAS, Landlord desires to lease the Premises (defined herein) to Tenant and Tenant desires to lease the Premises from Landlord, on the terms and subject to the conditions of this Lease;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Description of the Premises.

(a) Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Tenant, and Tenant does hereby rent and lease from Landlord, the existing concrete and metal building (the "*Building*") located on that certain tract or parcel of land situate, lying and being in the 1515th G.M. District, McIntosh County, Georgia, containing approximately two-thirds (2/3) of an acre of high land and being bounded as follows: North, East, & South sides by marsh lands of Shell Bluff Inc. and Shell Bluff Creek and the Bounded on the West by a line extending NNW & SSE from, and congruent to, the exterior West wall of the Building as shown on Exhibit "A", as said land is more particularly described in *Exhibit "A"* attached hereto (the "Land"), together with (i) the mutually agreed upon designated parking, walkways and storage areas described on described in *Exhibit "A"* attached hereto (the "*Exterior Areas*") and (ii) all fixtures, equipment, machinery and personal property currently located in the Building ("*Personal Property*," the Building, the Land, the Exterior Areas and the Personal Property are collectively referred to as the "*Premises*").

(b) The Premises shall not include the equipment, machinery and personal property located in or around the Building described in *Exhibit "B"* attached hereto (the "*Excluded Personal Property*"), the boat docks owned by Landlord in Shell Bluff Creek (the "*Docks*") and the Valona marine railway adjacent to the Building (the "*Marine Railway*").

(c) Landlord hereby grant to Tenant the full and unrestricted right of ingress and egress by the exiting roads across lands of Landlord to and from the Building.

2. Term. Tenant takes and accepts from Landlord the Premises upon the terms and conditions herein contained and in its present condition and as suited for the use intended by Tenant, subject to the repair and maintenance obligations of Landlord contained on this Lease, to have and to hold the same for a term of ten (10) years (the "Initial Term"), commencing on the Effective Date and ending at midnight on the date immediately preceding the ten year anniversary of the Effective Date, subject to the option to extend the Initial Term pursuant to Section 6 hereof.

3. Possession. Landlord shall deliver the sole and exclusive possession of the Premises on the Effective Date. Landlord shall deliver the Premises to Tenant in its current condition, including the Personal Property, subject to the repair and maintenance obligations of Landlord contained on this Lease. If the Landlord fails to deliver possession of the Premises to the Tenant on the Effective Date,

then the Tenant shall have the option to terminate this Lease upon written notice to Landlord. In addition, under such failure to deliver possession by the Landlord, and if the Tenant terminates this Lease, the security deposit, if any, shall be returned to the Tenant along with any other pre-paid rent and fees. Landlord represents and warrants that Landlord is the sole owner of fee title to the Premises and that no other tenant, person or entity has the right to possession of the Land or enter the Premises except (i) the operator of the Marine Railway shall have access to the restroom area nearest the Marine Railway so long as it maintains the restroom in safe and a sanitary condition and access over the Land to the Docks to board any boat docked at the Docks that is in the process of repaired at the Marine Railway, (ii) Suzanne Forsyth, her immediate family and invited guest shall have pedestrian and vehicular access over the Land to her walkway and dock located adjacent to the Land and the right of Landlord to access the Premises as provided in Section 8 hereof.

4. Rent.

(a) Year One. The total base rent due and payable during the first year of this Lease (i.e., the Effective Date through and including the date immediately preceding the one-year anniversary of the Effective Date) is \$12,000 (the "**Base Rent**"), payable in equal monthly installments of \$1000. Each monthly installment of Base Rent shall be payable in advance by ACH transfer to Southeastern Bank, 061205844 Account Number 0000888456 or such other account a bank account designated in writing by Landlord, commencing on the Effective Date and continuing on the first (1st) day of each calendar month during the Term, and any extensions or renewals thereof. If the Effective Date shall be a day other than the first (1st) day of a calendar month, the Base Rent for such partial calendar month shall be prorated on the basis of a thirty (30) day calendar month. Any Base Rent received by Landlord after the close of business on the tenth (10th) day of the month shall bear a late charge of five percent (5%) of the total monthly rent.

(b) Year Two Base Rent. The annual Base Rent due and payable during the second lease year is \$13,200, payable in equal monthly installments of \$1,100.

(c) Year Three Base Rent. The annual Base Rent due and payable during the third lease year is \$15,600, payable in equal monthly installments of \$1,300.

(d) Years Four Ten Base Rent. The annual Base Rent due and payable during the fourth through and including the tenth lease year is \$18,000, payable in equal monthly installments of \$1,500.

The Base Rent shall be increased annually to reflect inflation measured by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average.

5. Use of Premises. The Premises may be used for planting, harvesting, processing and distributing wholesale seafood and shellfish. Tenant will not permit the use of the Premises for any purpose which is forbidden by law, ordinance or governmental or municipal regulation or order (collectively, the "**Laws**") or permit the maintenance of any public or private nuisance. Furthermore, Landlord maintains the right to address any business practices or building alterations or additions by Tenant that materially violate or adversely effect the safety, privacy or existing lifestyle of the surrounding community by written notice to Tenant. Tenant shall have thirty (30) days to address any such concerns set forth in the notice or such longer period of time so long as Tenant is with reasonable diligence taking actions necessary to address the concerns of the Landlord set forth in the notice.

6. Extension; Termination; Right of First Refusal.

(a) Tenant shall have the right and option to extend the Initial Term of the Lease for one (1) additional term of five (5) years (the "**Renewal Term**"), with nine (9) months prior written notice ("**Initial Renewal Notice**") delivered to Landlord. Any such extension shall be on the same terms and conditions set forth in the Lease except that the Base Rent shall be at the then current Market Rate. "Market Rate" is defined as the arms length annual rental rate per rentable square foot under new leases and renewal amendments for comparable space in comparable buildings in the McIntosh County area, taking into account rent abatements, construction costs and other concessions. If Landlord and Tenant cannot agree upon the Market Rate, it will be determined by arbitrators pursuant to a baseball style mediation. There are no conditions to Tenant's right to exercise other than that Tenant is not in default beyond applicable notice and cure periods at the time Tenant exercises the right.

(b) Tenant may have the option to terminate this Lease at any time five years following the Effective Date if prior notice is given in writing not more than nine (9) months prior to the effective date of such termination. Should Tenant decide to exercise this termination, Tenant shall pay to Landlord liquidated damages in an amount of \$37,200.00 or the remaining value of the Lease, whichever is less and Tenant shall remove all personal property, equipment and other improvements constructed or installed by Tenant in the Premises during the Term and shall restore the Premises to the condition that existed on the Effective Date, normal wear and tear excepted, with the same or substantially similar personal property and equipment that existed in the Premises on the Effective Date, normal wear and tear excepted, other than the personal property and equipment of Landlord removed by Landlord from the Premises during the Term.

(c) Landlord shall have the one time right to terminate this Lease five years following the Effective Date if prior notice is given in writing not more than nine months before the fifth anniversary of the Effective Date. Should Landlord decide to exercise this termination, Landlord shall pay to Tenant liquidated damages in an amount equal to the total of (i) the unamortized portion of all personal property, equipment and other improvements to the Premises made by Tenant that are not removed by Tenant prior to such termination and (ii) the fair rental value of the remaining leasehold estate of tenant as determined by a commercial real estate appraiser engaged by Tenant with at least 10 years experience in the coastal Georgia real estate market.

(d) If at any time after the Effective Date, Landlord shall determine that it desires to sell or offer to sell the Premises to a third-party purchaser, Landlord shall so notify Tenant and indicate the cash purchase price Landlord desires to receive ("**Minimum Cash Price**"). Tenant shall then have thirty (30) days after receipt of such notice ("**Tenant's Notice Period**") to give notice to Landlord that Tenant desires to purchase the Premises at the Minimum Cash Price (the "**Right of First Offer**"). Landlord's notice to Tenant triggering the Right of First Offer may be given in response to an actual bona fide offer received by Landlord that Landlord intends to accept (or has accepted subject to Tenant's rights under this Agreement), or upon Landlord's decision to place the Premises on the market, whether or not the marketing efforts have commenced. If Tenant indicates by notice to Landlord ("**Notice of Exercise**") no later than the expiration of Tenant's Notice Period that it desires to purchase the Premises, Landlord shall be obligated to sell, and Tenant shall be obligated to purchase the Premises at the Minimum Cash Price. If Tenant does not give the Notice of Exercise within Tenant's Notice Period, then for a period six (6) months following Tenant's Notice Period, Landlord may attempt to enter into a purchase agreement with a third-party purchaser for the Premises at a purchase price of not less than the Minimum Cash Price. The Premises must be transferred to the third-party purchaser or its assigns at a price not less than the Minimum Cash Price within nine (8) months

subsequent to the expiration of Tenant's Notice Period. If the conditions set forth in this Section 6(c) are not satisfied (i.e., a purchase agreement is not entered into within six (6) months, the purchase price is lower than the Minimum Cash Price or the sale is not consummated within nine (9) months), then Tenant's Right of First Offer to purchase the Sale Premises, as described in this Section 6(c), shall again be applicable.

7. Repairs, Maintenance and Utilities.

(a) By Landlord. Landlord shall keep and maintain in good order and repair the exterior and structural elements and maintenance of the Building, including without limitation, the foundation, walls, concrete slab, footings and roof of the Building. Landlord shall also keep and maintain in good order and repair and fully operational the plumbing and drainage, the septic pumps, tanks and drain field, well water and water heater, and electrical systems serving the Building in compliance with all Laws including all federal, state and local building, safety and electrical codes, regulations and requirements unless damage to any of these was caused by the negligence of Tenant, its employees, contractors or agents. Landlord shall promptly comply with all applicable Laws, now in effect or which may hereafter come into effect whether or not they reflect a change in policy from that now existing during the term or any part hereof, relating in any manner to the Premises, the Building or the occupation of the Premises in general (as opposed to the specific use of the Premises by Tenant) including, without, limitation, all federal, state and local building, safety and electrical codes, regulations and requirements and all Laws relating to any existing or future environmental condition, hazardous waste or substance on, under or surrounding the Premises unless caused by the actions of Tenant, its employees, contractors or agent. If the Premises needs repairs that are Landlord's responsibility, Tenant shall notify Landlord in writing. Thereafter, Landlord shall make any such repairs within a reasonable time after delivery of such notice, but in any event, Landlord shall promptly and diligently pursue such repairs upon its receipt of the foregoing notice.

(b) Both parties acknowledge that Landlord has extensively renovated the Premises to comply with rules and regulations of the State of Georgia Department of Agriculture so that Tenant may be certified to do business in the Premises as a shellfish harvester and dealer (the "Work"). Landlord agrees to maintain the Work that has already been performed to date, unless damage to Work properties and/or surfaces is the result of actions or negligence on the part of Tenant, its employees, contractors or agents.

(c) By Tenant. Subject to Section 7(a), Tenant shall keep and maintain the interior of Premises, and all portions or parts thereof, and all moveable property hereunder or otherwise located upon the Premises, in good working order, condition and repair in all material respects, excepting only reasonable wear and tear and casualty, in all cases in complete compliance with any and all applicable Laws; *provided, however*, notwithstanding anything to the contrary in this Lease, Tenant shall not be obligated to construct, install, or make any improvements or repairs of any kind or nature which may be required from time to time by such applicable Laws (including any environmental laws, rule or regulation) as a result of the use or occupancy of the Premises, except for those improvements to the Premises required due to Tenant's specific use of the Premises as wholesale seafood and shellfish facility (as opposed to use by tenants in general).

(d) Utilities and Taxes. Tenant shall be responsible for direct payment of the electricity service to the Premises. Landlord shall be responsible for internet, video security system and trash removal. Landlord shall not be liable for failure to furnish any utilities or services to the Premises or for the interruption of the same, unless such interruption shall be the result of the acts of the Landlord or its representatives. All real estate property taxes shall be paid by Landlord.

(e) Well Water. Tenant may use the well water from the existing well, located on the adjacent property owned by Durant House LLC. Tenant shall pay \$50 per month to Landlord for the use of this water as “Additional Rent.” If Tenant’s water usage shall substantially increase so as to materially reduce the well water available to the Durant House, both parties shall negotiate an appropriate water fee. In consideration of the payment by Tenant of the water fee, Landlord shall be responsible for the maintenance and repair of the well, the well pumps and supply lines serving the Premises to insure that the bacteria level in the well does not exceed applicable public standards and is useable by Tenant in its shellfish business and that the current flow of well water from the well is maintained and does not materially decrease. Tenant shall have access to the well to perform any testing required by any governmental authority having jurisdiction over Tenant.

(f) Removal of Trash and Other Items. Landlord will establish and implement an “orderliness baseline state and plan” for Tenant and the Marine Railway that details removal by Landlord of all trash, scrap metal, empty containers, recyclables no later November 30, 2025. Landlord may, but shall be under no obligation to, remove the unused boat fuel pump and lines located on the Dock. In the Landlord fails or is unable to remove all such all trash, scrap metal, empty containers, and recyclables located on the Land by November 30, 2025, Tenant shall have the right, but not the obligation, upon notice to Landlord to remove and dispose of all such all trash, scrap metal, empty containers, and recyclables.

8. Access to the Premises.

(a) Landlord, its employees and agents, shall have the right to enter any part of the Premises at reasonable times upon twenty-four hours’ advance notice, or without notice in the case of an emergency, for the purposes of examining or inspecting the same or making such repairs, alterations or improvements to the Premises as Landlord may deem necessary or desirable.

(b) Tenant acknowledges that there is necessary work to be done to remove damaged docks, walkways and sunken vessels adjacent to the Premises. Tenant agrees to allow access to the Land for project-related purposes; *provided, however*, Landlord in performing such work shall use reasonable efforts to avoid any interference with Tenant’s business operations at the Premises.

9. Default. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant fails to pay any installment of Base Rent, Additional Rent or any other charge or assessment against Tenant pursuant to the terms hereof when due which failure continues for five (5) business days after written notice thereof from Landlord to Tenant;

(b) Tenant fails to comply in every material respect with any term, provision, covenant or warranty made under this Lease by Tenant, other than the payment of the Base Rent, Additional Rent or any other charge or assessment payable by Tenant, and shall not cure such failure within thirty (30) days after notice thereof to Tenant or if such failure is not capable of being cured within thirty (30) days, commence efforts to cure within thirty (30) days and pursue such efforts diligently to completion;

(c) The filing, execution, or occurrence of any one or more of the following: (i) petition in bankruptcy by or against Tenant; (ii) Petition or answer seeking with respect to Tenant a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or relief of the same or different kind, under any provision of the Bankruptcy Act or any statute of like tenor or effect; (iii) adjudication of

Tenant as a bankrupt or that Tenant is insolvent; (iv) assignment for the benefit of creditors of Tenant whether by trust, mortgage, or otherwise; (v) petition or other proceeding by or against Tenant for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Tenant; or (vi) petition or other proceeding by or against Tenant for its dissolution or termination.

10. Landlord's Rights Upon Default. Immediately upon the occurrence of any event of default which continues beyond any applicable notice and cure period(s), Landlord may at its exclusive option and in its sole discretion elect: (a) enter upon and take possession of the Premises and receive as damages the sum of: (i) all Base Rent and other charges accrued through the date of termination of this Lease or Tenant's right to possession; and (ii) an amount equal to the total Base Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at 7% per annum, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted; (b) lease the Premises for the account of the Tenant for the remainder of the Term; or (c) terminate this Lease, in which event all rights, titles, and interests of Tenant in, to, or under the Premises and this Lease shall immediately terminate. The various rights, remedies, powers and elections of Landlord contained in this Lease, are cumulative and no one of them shall be deemed exclusive of the others. In no instance shall Landlord have a duty to mitigate their damages.

11. Waiver of Breach. No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be comprised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

12. Assignment and Subletting. Tenant shall not sublease or assign this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall have the right to make a collateral assignment of its interest hereunder to a reputable financial institution, provided such institution shall agree in a form satisfactory to Landlord to assume all duties and obligations of Tenant in the event that such institution shall exercise its right under said collateral assignment. Consent to one or more such transfers or subleases shall not destroy or waive this provision and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Sub-tenants shall be directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant of any liability therefore, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Term, whether or not authorized herein.

13. Insurance.

(a) During the Term Tenant at its cost shall maintain public liability, all-risk general liability, insuring against liability of Tenant and its representatives, customers and other invitees arising out of Tenant's, its Representatives', invitees' or customers' use or occupancy of the Premises. Tenant shall name Landlord as additional insureds on all policies.

(b) Landlord shall maintain its own liability coverage for the properties including those aspects of the property not under Tenants' management such as docks, walkways, railway.

14. Removal of Fixtures, Equipment and Effects. Tenant shall upon the expiration or termination of the Lease, remove all personal property and equipment not attached to the Premises which it has placed upon the Premises, provided Tenant restores the Premises to the condition

immediately preceding the time of installation thereof, reasonable wear and tear excepted. If Tenant does not remove all such personal property and equipment, then Landlord within fifteen (15) days after the expiration of the Lease, shall have the right to notify Tenant to remove any or all such personal property and equipment and thereupon restore the Premises to the condition immediately preceding the time of installation thereof reasonable wear and tear excepted. If Tenant shall fail or refuse to remove all effects, personal property and equipment from the Premises upon the expiration or termination of this Lease for any cause whatsoever, Landlord may, at its option, remove the same in any manner that Landlord shall choose and store said effects, equipment and personal property without liability for any loss or damage thereto. Tenant shall pay Landlord on demand any and all reasonable expenses incurred by Landlord in such removal and storage, including, without limitation, court costs, attorney's fees, and storage charges. Landlord, at its option, may without notice, sell said effects, personal property and equipment or any part thereof at public or private sale and without legal process for such price as Landlord may obtain and apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord after first paying the expense incident to the removal, storage and sale of said effects, personal property and equipment. Any proceeds remaining after payment of all amounts due under this Lease and all expenses, including reasonable attorney's fees, incident to the removal, storage and sale of such items shall be paid to Tenant. The covenants and conditions of this Section shall survive any expiration or termination of this Lease.

15. Tenant's Work.

(a) Tenant shall have the right to construct or install, at its expense, a floating dock, gangway ramp and decking utilizing existing and/or new pilings, and to install a winch, hoist or other lift equipment system, all of which shall be used, operated and maintained by Tenant to support its business operations. Tenant may and shall upon the expiration or termination of the Lease, remove any floating dock, gangway ramp and decking, winch, hoist or other lift equipment system which it has placed upon the Premises, and shall restore such areas to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted.

(b) Tenant shall have the right to modify the existing "ice room", at its expense, to meet their product refrigeration and cooler needs. All plans shall be approved by Landlord prior to commencement of work. All existing equipment shall be left in place until said plans are agreed upon. After the plans are approved, Landlord may, at its expense, remove from the Building, within 30 days after the request of Tenant, the ice making equipment and machinery on the roof of the icehouse. Tenant may and shall upon the expiration or termination of the Lease, remove any refrigeration and cooler equipment and improvement constructed and installed by Tenant in the Premises, and shall restore such areas to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted.

(a) Tenant shall have the right to reasonably modify the non-structural portions of the Building to meet its business needs. All major additions or modifications shall require prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant may and shall upon the expiration or termination of the Lease, remove any non-structural portions of the Building constructed and installed by Tenant in the Premises and restore such areas to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted.

(b) All tenant modifications must be performed by qualified, licensed in Georgia tradesmen, and comply to current applicable code.

(c) Tenant shall have the right to paint the exterior of the Premises and shall be responsible for the maintenance of the exterior paint thereafter.

(d) Tenant shall have the right to modify its designated parking area by installing vehicular control barriers and signage to address foot traffic.

16. Landlord's Work.

(a) Landlord shall commence work to ground the Building and the electrical system and to otherwise repair or replace the electrical panels and breakers, wiring and electrical receptacles and wall outlets and two (2) drop down outlets requested by Tenant in the Premises that meets all federal, state and local building, safety and electrical codes, regulations and requirements once the Lease is signed and Tenant has paid all rents due.

(b) Landlord, at their cost, shall be responsible for removal of any weather damaged decking or support beams necessary to enable the construction or installation of a floating dock by Tenant. In determining the initial scope of work, Landlord will work with Tenant's contractor to determine the scope of that work.

(c) Landlord shall have no obligation to remove any shrimp boats (including any sunken shrimp boats) from the Docks. In the event, however, Landlord elects to remove any shrimp boat (other than any sunken shrimp boat) since such boats may be currently protected under maritime law in the absence of a legal solution), legal counsel to Tenant will assist Landlord to deliver a legal solution to enforce the removal (in court, if necessary) of current and future infractions.

(d) In connection with any work to be done by Tenant or otherwise, Landlord shall have no obligation to remove any shrimp processing and ice making equipment and machinery or any other equipment previously used by Landlord in the shrimping business located within the Premises, whether located inside or outside of the Building. However, in the event Landlord elects at anytime to such equipment, any proceeds from the sale of such shrimp processing equipment shall belong to Landlord (or the owner of said equipment).

17. No Estate. This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant and no estate shall pass out of Landlord. Tenant shall have only a usufruct, not subject to lien, levy and sale and not assignable in whole or in part by Tenant except as provided herein. Landlord acknowledges that Tenant's interest hereunder is not lienable and agrees that any asserted lien claim thereon shall not constitute an event of default hereunder.

18. Cumulative Rights. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

19. Surrender of Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean in the same condition as at the commencement of the Term, reasonable wear and tear only excepted, and Tenant shall remove all of its personal items from the Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

20. Holding Over. If Tenant remains in possession after expiration or termination of the Term, Tenant shall become a Tenant-at-sufferance, and there shall be no renewal of this Lease by

operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly Base Rent shall be 110% the amount of the Base Rent (including any adjustments as provided herein) payable for the last full calendar month of the Term for the first there (3) month period of the hold over and thereafter at the rate of 125% the amount of the original Base Rent.

21. **Eminent Domain.** Should the Premises or any substantial part thereof be acquired or condemned resulting from the power of eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession is required by the condemning authority and Tenant agrees to make no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease or otherwise. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; however, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property.

22. **Indemnity.**

(a) Landlord shall not be liable for any claim (including without limitation the costs of defending against, or the settlement of, such claim) or any loss, injury or expense that occurs within the Premises or within the Building during the Term of this Lease, other than that which occurs as a result of Landlord's breach of the terms of this Agreement, or Landlord's fraud, negligence or willful misconduct. Tenant agrees to indemnify and hold Landlord harmless from all claims, actions, damages, liability and expense arising from the negligent actions or omissions, violations of applicable laws, or breaches of this Lease, in each case to the extent caused by Tenant, its agents or employees. If Landlord, without fault on its part, is made a party to any litigation commenced by or against Tenant for the foregoing reasons, Tenant shall pay and hold Landlord harmless from all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

(b) Tenant shall not be liable for any claim (including without limitation the costs of defending against, or the settlement of, such claim) or any loss, injury or expense that occurs within the Premises during the Term of this Lease that occurs as a result of Landlord's breach of the terms of this Agreement, or Landlord's fraud, negligence or willful misconduct. In addition, Tenant shall have no liability or obligation for (i) any personal injury or damages due to the unsafe and dangerous condition of the Docks, decks, walkways or any other areas or conditions not the responsibility of Landlord to maintain under the Lease or otherwise, (ii) the failure of the Premises or surrounding area to comply with any Laws not the responsibility of Tenant to comply with under this Lease or otherwise or (iii) any existing or future environmental condition, hazardous waste or substance on, under or surrounding Building unless caused by the actions of Tenant, its employees, contractors or agent. Landlord agrees to indemnify Tenant and hold Tenant harmless from all claims, actions, damages, liability and expense arising from the negligence or willful misconduct of Landlord or breaches of this Lease by Landlord.

23. **Attorneys' Fees.** In the event of litigation commenced by either Landlord or Tenant to enforce any obligation of the other party hereunder, all reasonable attorney's fees and expenses of the prevailing party in such litigation shall be paid by the party against whom an adverse final, unappealable judgment is entered.

24. Notices and Place of Payment. Any notices to be given under this Lease or by law shall be deemed to have been given in writing if delivered in person or by common carrier or mailed by Registered or Certified mail, postage prepaid, or if sent on a business day during the business hours of 9:00 a.m. until 7:00 p.m., eastern time, via E-mail, to the party who is to receive such notice at the address specified in this Lease. Any notice shall be deemed to have been given as of the date it is mailed or emailed. The address of a party may be changed by giving written notice to the other party. All rent and other payments required to be made by Tenant to Landlord shall be delivered or mailed to Landlord at the address specified or at any other address which Landlord may specify from time to time by written notice to Tenant as set forth in this Section.

25. Subordination and Estoppel Certificates. Should any mortgagee require that this Lease be subordinated to the mortgage or evidence that this Lease is in effect and there are no set-offs, Tenant shall, within twenty (20) days, execute and deliver to Landlord a subordination agreement and/or Estoppel certificate upon receipt of a standard mortgagee's non-disturbance and attornment agreement. Within (5) business days of receiving a written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord, or to the holder of any mortgage lien on the Premises, a statement in writing satisfactory to Landlord or the holder of the mortgage, certifying the facts stated therein which may include all or any part of the following information: (a) this Lease constitutes the entire agreement between Landlord and Tenant, is unmodified (or if there has been a modification, that the Lease, as modified, is in full force and effect) and is in full force and effect; (b) the dates to which the rent and other charges hereunder have been paid, and the amount of any security deposit held by Landlord, if any; (c) the date that the Premises were ready for occupancy and all conditions precedent to the Lease taking effect were satisfied or waived by Tenant; (d) the date on which Tenant accepted possession and Tenant's store is or will be open for business; (e) Tenant is occupying the Premises; and (f) Tenant knows of no default under this Lease by the Landlord and there is no offset which Tenant has against Landlord; provided that such facts are true and ascertainable.

26. Brokers. Landlord and Tenant each represent and warrant that it has caused or incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Lease.

27. Legality. Should any one or more of the clauses of this Lease be declared void or in violation of law, this Lease shall remain in effect, exclusive of such clause or clauses.

28. Binding Obligations. This Lease and all rights and duties hereunder shall inure to the benefit of and shall be binding upon Landlord and Tenant and their respective personal representatives, administrators, executors, heirs, successors and assigns.

29. No Recordation. Neither party shall record this Lease. If requested by Tenant, Landlord will execute a recordable Memorandum of Lease, which Tenant may record at its own expense.

30. No Waiver, Laches or Accord and Satisfaction. The waiver of any covenant or condition or the acquiesced breach thereof shall not be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of the same or of any other term hereof. No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction or waiver, and Landlord may accept such check or payment

without waiver of the default or Landlord's right to recover the balance of such rent or pursue any remedy provided for in this Lease or available at law or in equity.

31. Titles and Entire Agreement. All paragraph headings are for reference and convenience only and do not form part of this Lease. This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

32. Survival of Obligations. No termination of this Lease and no repossession of the Premises or any part thereof shall relieve Landlord or Tenant of its liabilities and obligations under this Lease, all of which shall survive such termination or repossession.

33. Landlord's Defaults. If Landlord is in default in the performance of any of its obligations provided hereunder and Tenant's use of Premises is materially interfered with as the direct and proximate result of such default, Tenant will give Landlord written notice specifying the nature of such default and Landlord shall have thirty (30) days after receipt of such notice to cure the default; provided, however, if such default cannot reasonably be cured within said thirty (30) day period Landlord shall not be deemed to be in default if Landlord commenced to cure such default during said thirty (30) days and diligently prosecutes same to completion. If Landlord fails to cure such default within said thirty (30) day period (or within such longer period as prescribed above) after notice and opportunity to cure as provided above, Tenant shall have all remedies available to it at law or in equity, including, without limitation, terminating this Lease and its obligations hereunder.

34. Security. Adherence to security protocols will be the shared responsibility of Tenant and neighboring railway employees and agents. Access gate security codes or keys may be shared with employees or agents at their discretion to ensure unhindered access to the property.

35. Amendments. This Lease may be modified and/or amended by other written agreements between the Landlord and Tenant, which agreements, if such exists, shall be incorporated herein by reference.

36. Quiet Enjoyment. Tenant shall peaceably, quietly, and without undue disturbance, risk or disrespect to the neighboring community, have, hold and enjoy the Premises for the Term without hindrance from Landlord subject to the terms and provisions of this Lease.


37. Governing Law. This Lease shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Landlord and Tenant, by and through its duly authorized officers has caused these presents to be duly signed, sealed and delivered, in duplicate, as of the date first above written in the preamble, but on the date set forth beside each respective signature.

LANDLORD:

SHELL BLUFF, INC.

By: 
Its: RETS / SHARPE 12/20/02

TENANT:

GEORGIA SUSTAINABLE SHELLFISH
COMPANY, LLC dba SHELL BLUFF
CLAMS

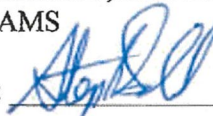
By: 
Its: Maryn Munkers

Exhibit "A" legal description
See attached map



Red lines in the above represents the approximate area of the Valona Marine Railway and is not part of the Premises

Exhibit "B"

Excluded Equipment and Property

Shrimp vat
Ice making compressors for ice room
Standing ice hopper
Exterior ice blowing unit
Forklift
Stainless steel prep table
Large blue seafood lug
Pool pumps & filters for soft-shell area



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
777 GLOUCESTER STREET, SUITE 401
BRUNSWICK, GEORGIA 31520

May 4, 2026

Regulatory Division
SAS-2026-00324

Mr. Stephen Schrock
Georgia Sustainable Shellfish Company, LLC
1886 Brooks Drive
Atlanta, Georgia 30318

Dear Mr. Schrock:

I refer to the Pre-Construction Notification requesting verification for use of Nationwide Permit (NWP) No. 48 (Commercial Shellfish Mariculture Activities) for impacts to 0.0086 acre of open water for the installation of a 4' x 24' (96 sq. ft.) gangway, a 6' x 20' (120 sq. ft.) floating dock, and an 8' x 20' (160 sq. ft) floating upweller system (FLUPSY) for the cultivation of native oyster and clam seed for future use on an existing commercial shellfish lease. The project site is located in the Shellbluff River at 1712 Valona Road, in Townsend, McIntosh County, Georgia (Latitude 31.47858, Longitude -81.342887). This project has been assigned number SAS-2026-00324 and it is important that you refer to this number in all communication concerning this matter.

We have completed coordination with other federal and state agencies as described in Part C (32)(d) of the NWP Program, published in the January 8, 2026, Federal Register, Vol. 91, No. 5, Pages 768-886 (91 FR 768). The NWPs and Savannah District's Regional Conditions for NWPs can be found on our website at <https://www.sad.usace.army.mil/Missions/Regulatory/Georgia/#permitting>. During our coordination procedure, no adverse comments regarding the proposed work were received.

As a result of our evaluation of your project, we have determined that your proposed activity is authorized under NWP 48, as described in Part B of the NWP Program. However, at this time, the Georgia Department of Natural Resources, Coastal Resources Division (Georgia CRD), has denied Georgia Coastal Management Program (GCMP) certification, pursuant to the Coastal Zone Management Act, of 1972 (16 U.S.C. § 1455), as amended, for use of a NWP for your project.

This letter is the U.S. Army Corps of Engineers' provisional verification for your use of NWP 48, and does not authorize work in aquatic resources on the project site. Prior to beginning work in aquatic resources, you must obtain GCMP certification from the Georgia CRD for your project and submit a copy of this certification to this office.

Once you submit a copy of the GCMP Certification for your project to this office, you will have fulfilled this prerequisite for use of the NWP. You will not receive confirmation of receipt of the required certification from this office.

Please be advised that if you fail to obtain and submit the necessary GCMP Certification prior to beginning work, this action would be considered a willful and knowing violation of Section 404 of the Clean Water Act and appropriate enforcement action will be taken.

Your use of this NWP is valid only if you comply with all of the following conditions:

a. The activity is conducted in accordance with the information submitted and meets the conditions applicable to the NWP, as described at Part C of the NWP Program and the Savannah District's Regional Conditions for NWPs.

b. That use of the permitted activity must not interfere with the public's right to free navigation on the Shellbluff River, a navigable water of the United States.

c. This permit does not authorize prop dredging.

d. All work shall be completed in accordance with the enclosed plans, "Location of Flupsy Upweller", sheets 1-5.

e. This permit does not authorize the interference with any existing or proposed Federal Project and the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein, which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

f. You shall notify the Corps, in writing, at least 10 days in advance of commencement of work authorized by this permit.

g. You fill out and sign the enclosed certification and return it to our office within 30 days of completion of the activity authorized by this permit.

h. To ensure the protection of the West Indian manatee (*Trichechus manatus*) that have the potential to be in the vicinity of the project, the permittee shall comply with the following special condition(s):

a) The permittee shall ensure that all personnel associated with construction of the authorized dock facility are informed of the civil and criminal penalties for harming, harassing or killing manatees, which are protected under the

Endangered Species Act of 1973 (ESA) and the Marine Mammal Protection Act of 1972. The permittee and the permittee's contractor(s) (contractor) will be held responsible for any manatee harmed, harassed or killed as a result of construction activities.

- b) The use of siltation barriers in waters of the United States, below the high tide line, is not allowed in association with the construction of the authorized dock facility.
- c) All vessels associated with project construction shall operate at "no wake/idle" speeds at all times while in the project area. All vessels will follow routes of deep water when entering or exiting the project area, and while operating in the project area, whenever possible. For the purposes of compliance with manatee conditions, the project area is defined as all areas of shoreline, marsh and open waters within 100 feet of the outermost perimeter of the authorized dock facility.
- d) All contractors and other on-site personnel are responsible for observing for the presence of manatees in or near the project area. All in-water construction activities shall cease upon sighting of a manatee within 50 feet of any ongoing work in the marsh or open waters. Activities will not resume until the manatee(s) have moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e) Extreme care will be taken when lowering equipment and materials below the water surface and/or to the water bottom. Equipment and materials include, but are not limited to: piles; sheet piles; casings for drilled shaft construction; spuds; pile templates; and anchors. All such equipment/material shall be lowered as slow as possible, to avoid injury to any manatee that may have entered the project area undetected.
- f) In the event of injury to or mortality of a manatee in the project area, the permittee or contractor shall immediately notify the Georgia Department of Natural Resources (Georgia DNR) at 912-264-7218 or 1-800-272-8363 on weekdays between 8:00 a.m. to 4:30 p.m., or 1-800-241-4113 on nights and weekends. Within one hour of a manatee injury or mortality the permittee or contractor shall notify the Corps at 1-800- 448-2402 and the US Fish and Wildlife Service, Georgia Ecological Services Field Office at 912-832-8739. Any dead manatee found in the project area shall be secured to a stable object to prevent

the carcass from moving with the current. In the event of a manatee injury or mortality, all open water construction activity shall cease pending completion of consultation between the Corps and the USFWS, pursuant to Section 7 of the ESA.

- g) The permittee shall ensure that the contractor keeps a log of sightings, collisions or injury to manatees that occur during construction of the dock facility.
- h) Within 30 days of project completion, the permittee shall submit a report summarizing manatee sightings or incidents that occurred during project construction, to the FWS, Ecological Services Field Office, Coastal Georgia Sub-Office, 4980 Wildlife Drive NE, Townsend, Georgia 31331. Submission of a negative report is not required.
- i) All temporary or unused construction materials shall be removed from the project area upon completion of the work, and any impacted area of salt marsh shall be restored. No construction debris or trash is to be discarded in project area.
- j) The permittee shall regularly inspect and maintain all hoses, faucets, and other potential sources of freshwater, to ensure that any freshwater leak is stopped and immediately repaired. Manatees are attracted to freshwater leaking from dock facilities, where boats are concentrated and there is an increased risk for manatee collisions.
- k) Prior to initiating authorized construction activities, the permittee shall contact Georgia DNR at 912-264-7218 for assistance with development of temporary manatee awareness sign plan for the project area. The plan will include the types and number of signs; and locations where signs will be installed to be prominently visible to contractors entering the project area from uplands and from the water. The permittee shall install temporary manatee awareness signs in accordance with the Georgia DNR approved plan. See attached Appendix A for information about the size and appearance of temporary manatee awareness signs. Within 30 days of project completion, the permittee shall remove all temporary manatee signs.
- l) Once construction activities are completed, and prior to use of the facility, the permittee shall contact Georgia DNR at 912-264-7218 for assistance with development of permanent manatee awareness sign plan. The plan will include the types and number of signs; and locations where signs will be installed to be prominently visible to all facility users entering the project area from uplands and

from the water. The permittee shall install permanent manatee awareness signs in accordance with the Georgia DNR approved plan. See attached Appendix A for information about the size and appearance of permanent manatee awareness signs.

- m) Within 30 days of installation, the permittee shall submit a notarized letter to the Corps confirming that required permanent manatee signs have been installed in compliance with the Georgia DNR approved plan. The permittee shall maintain all permanent manatee signs in a clearly visible condition for the life of the facility.
- n) The permittee shall utilize the Georgia DNR video, "Georgia Wildlife - Sharing the Coast- Manatee" as a manatee education awareness program; available at www.youtube.com/watch?v=whD8KX4PBNA. This video program focuses on educating boaters on manatee biology, how watercraft can adversely affect the manatee, and detail actions that boaters can take to avoid impacts to the manatee. The permittee shall insure that all boat operators view this video before using the permitted facility. The permittee shall continue a manatee education awareness program for the life of the facility. The permittee may develop and use a comparable manatee education awareness program upon approval by the Corps, FWS, and Georgia DNR.
- o) After project completion, the permittee shall identify the individual, facility operator or homeowner's association representative to be responsible for reporting manatee sightings, boat strikes or other manatee concerns to the FWS and Georgia DNR.
- p) For facilities with oil/gas pumps and/or sewage pump-out equipment, the permittee shall develop and maintain spill contingency plans in accordance with the requirements of the Georgia DNR, Coastal Resources Division

This proposal was reviewed in accordance with Section 7 of the Endangered Species Act. Based on the information we have available, we have determined that the project may affect, but is not likely to adversely affect the West Indian manatee (*Trichechus manatus*) and Eastern indigo snake (*Drymarchon couperi*); and would have no effect on any other threatened or endangered species nor any critical habitat for such species. Authorization of an activity by a NWP does not authorize the "take" of threatened or endangered species. In the absence of separate authorization, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act. See Part (C) of 91 FR 768 for more information.

This verification is valid until the NWP is modified, reissued or revoked. All of the existing NWPs are scheduled to expire on March 15, 2031. It is incumbent upon you to remain informed of changes to the NWPs. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

This authorization should not be construed to mean that any future projects requiring Department of the Army authorization would necessarily be authorized. Any new proposal, whether associated with this project or not, would be evaluated on a case-by-case basis. Any prior approvals would not be a determining factor in making a decision on any future request.

Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, I recommend that you coordinate with us prior to proceeding with the work.

This communication does not relieve you of any obligation or responsibility for complying with the provisions of any other laws or regulations of other federal, state or local authorities. It does not affect your liability for any damages or claims that may arise as a result of the work. It does not convey any property rights, either in real estate or material, or any exclusive privileges. It also does not affect your liability for any interference with existing or proposed federal projects. If the information you have submitted and on which the Corps bases its determination/decision of authorization under the NWP is later found to be in error, this determination may be subject to modification, suspension, or revocation.

An electronic copy of this letter is being provided to the following party: Mr. Stephen Schrock

Thank you in advance for completing our on-line Customer Survey Form located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. We value your comments and appreciate your taking the time to complete a survey each time you have interaction with our office.

If you have any questions, please contact me by email at kaylan.m.metz@usace.army.mil or by phone at (912) 414-2582.

Sincerely,

A handwritten signature in black ink that reads "Kaylan Metz". The signature is written in a cursive, flowing style.

Kaylan Metz
Project Manager
Coastal Branch

Enclosures

Regulatory Division

CERTIFICATION OF COMPLIANCE
WITH
DEPARTMENT OF THE ARMY
NATIONWIDE PERMIT 48

PERMIT FILE NUMBER: SAS-2026-00324

PERMITTEE/ADDRESS: Mr. Stephen Schrock, Georgia Sustainable Shellfish
Company, LLC, 1886 Brooks Drive, Atlanta, Georgia 30318

LOCATION OF WORK: The project site is located in the Shellbluff River at 1712
Valona Road, in Townsend, McIntosh County, Georgia (Latitude 31.47858,
Longitude -81.342887).

PROJECT DESCRIPTION: The installation of a gangway, floating dock, and floating
upweller system for the cultivation of native oyster and clam seed for the purposes of
commercial mariculture operations.

ACRES AND/OR LINEAR FEET OF WATERS OF THE UNITED STATES IMPACTED:
0.0086 open water

DATE WORK IN WATERS OF UNITED STATES COMPLETED: _____

COMPENSATORY MITIGATION REQUIRED: N/A

DATE MITIGATION COMPLETED OR PURCHASED (include name of bank): N/A

I understand that the permitted activity is subject to a U.S. Army Corps of Engineers'
Compliance Inspection. If I fail to comply with the permit conditions at Part C of the
Nationwide Permit Program, published in the January 8, 2026, Federal Register, Vol.
91, No. 5, Pages 768-886 (91 FR), it may be subject to suspension, modification or
revocation.

I hereby certify that the work authorized by the above referenced permit as well as any
required mitigation (if applicable) has been completed in accordance with the terms and
conditions of the said permit.

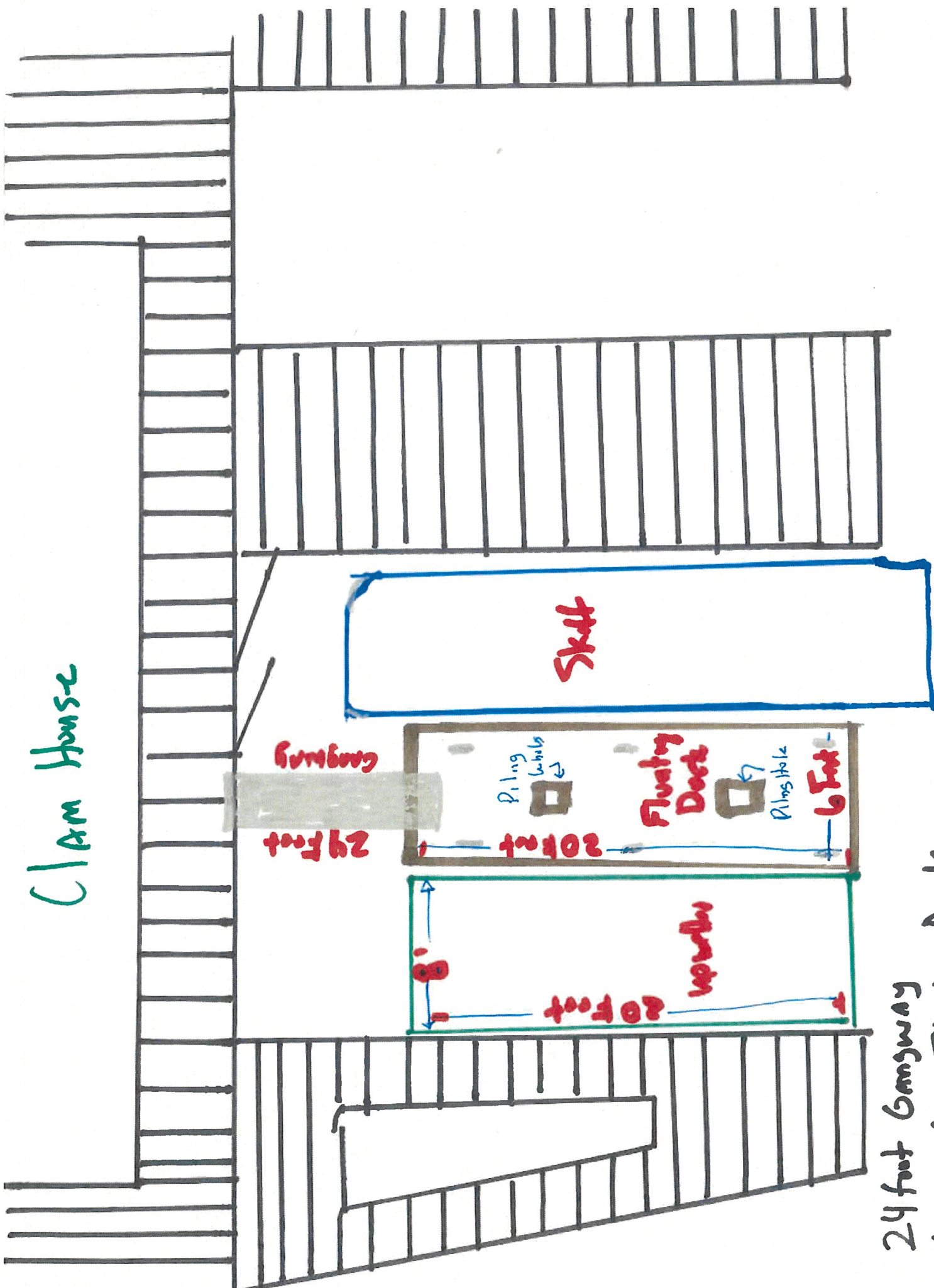
Signature of Permittee

Date



Location of
Fluffy Upweller

CLAM HOUSE



24 foot Gangway
6 x 20 foot Floating Dock





