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| 2. AMENDMENT/MODIFICATION NO. 0005 | 3. EFFECTIVE DATE 06/11/2010 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---------------------------------------|---------------------------------|----------------------------------|--------------------------------|

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| 6. ISSUED BY DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W28-201 Washington, DC 20590 | CODE 00091 | 7. ADMINISTERED BY (If other than Item 6) | CODE |
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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Atlantic Marine Philadelphia, LLC 5195 S 19th St Philadelphia, PA 19112-1710 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1D08002 |
| | (X) 10B. DATED (SEE ITEM 13) 11/26/2007 |

| | |
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| CODE P | FACILITY CODE |
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
No Funding Information

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input checked="" type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

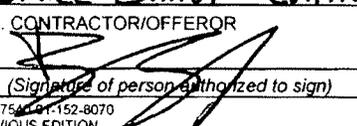
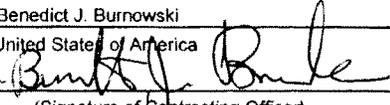
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to have the Contractor arrange for and provide regularly scheduled recycling pick-ups at its facility if not already being provided. The type of Container to be provided is based on availability of service at the contractor's facility. Recycling containers should be picked up and/or emptied on a weekly basis or to the frequency available at the facility. The materials to be recycled are: glass, metal/Aluminum, paper, cardboard, plastics and construction steel (a steel bin need only be provided if it is available in the area where the facility is located). All costs for these services are reimbursable under the contract except for costs currently included in other refuse service charges and that all contractor handling costs and fees shall be included in the berthage per diem.

B. Container size: Recycling containers need to be of sufficient size to accommodate the material generated by the vessel over the course of the pick-up cycle. Containers are measured in volume. Container size will be determined by availability at each facility; 4 cubic yard (CY) and 95 Gallon capacity recycling bins have been identified as available sizes and it is estimated that one of either of these size bins per ship will be sufficient to start the service.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) Bruce Zanio Controller | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Benedict J. Burnowski |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 6/10/10 |
| 16B. United States of America BY  (Signature of Contracting Officer) | 16C. DATE SIGNED 06/11/2010 |

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| Line Item Summary | Document Number DTMA1D08002/0005 | Title FSS - US East Coast North | Page 2 of 7 |
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| Line Item Number | Description | Delivery Date (Start date to End date) | Quantity | Unit of Issue | Unit Price | Total Cost |
|-------------------------|--------------------|---|-----------------|----------------------|-------------------|-------------------|
|-------------------------|--------------------|---|-----------------|----------------------|-------------------|-------------------|

Pennship Services, LLC bid in response to IFB DTMA1B07012 dated 9/10/07 is hereby accepted.. The five-year alternate is selected. CLINS 0001 and 0006 are awarded.

No Changed Line Item Fields

Previous Total:
Modification Total:
Grand Total:

QUANTITIES FOR SUBCLINS 00XXAA THROUGH 00XXAC ARE ESTIMATES ONLY.

Address Detail**Title**
FSS - US East Coast North**Document Number**
DTMA1D08002/0005**Page**
3 of 7**Shipping Addresses**

| Code | Detail | Code | Detail |
|-------------|--|-------------|--|
| 0001 | Org: DOT/Maritime Administration, MAR-612 Addr: 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590 Attn: Jim Kahler Phone: (202) 366-5075 ext. Fax: () - ext. | 0002 | Org: DOT/Maritime Administration, MAR-612 Addr: 1200 New Jersey Ave., SE MAR380, W28-201 Washington DC 20590 Attn: Jim Kahler, COTR Phone: (202) 366-5072 ext. Fax: () - ext. |

Invoice Addresses

| Code | Detail | Code | Detail |
|-------------|---|-------------|---|
| 0001 | Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 Attn: Tammy Curnett, Lead Accounting Technician Phone: (405) 954-2063 ext. Fax: (405) 954-9573 ext. | 0002 | Org: DOT/Maritime Administration, MAR-330 Addr: 400 Seventh Street, SW., Room 7325 Washington DC 20590 Attn: John G. Hoban, Director, Office of Accounting Phone: (202) 366-5852 ext. Fax: () - ext. |

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

The free form item 'Reimbursable Services has been edited.

The free form item 'Minimum and Maximum Quantities has been edited.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 REIMBURSABLE SERVICES

C.6 REIMBURSABLE SERVICES

- (A) Reimbursable services agreed to by the Government shall be paid by the Contractor and reimbursed by the Government.
- (B) Electrical power that is consumed shall be measured on the local electric company's meter. The Government will order reimbursable electric power service from the Contractor if the Contractor obtains a commitment from the power company to exempt the layberth's electric service from taxes. In the event the Contractor is unable to obtain tax-free electrical services, the Government may at its discretion contract directly for the services or order the reimbursable electric power from the Contractor, notwithstanding the tax consequence.
- (C) Water and sewage cost will be reimbursed by the Government based on the public utility bill.
- (D) Trash removal will be reimbursed by the Government for services in excess of the requirements identified in C.4.(B) 3.
- (E) Recycling services: The layberth operator is to provide recycling receptacles for each vessel at the layberth facility to the extent of local service availability. Recycling materials from the vessels may be:
- 1) Common household recycled material - cardboard, glass, cans, bottles, plastics, paper, etc. shall be picked up on a regular basis determined by the size of the container available.
 - 2) Scrap metal - scrap metal may be recycled if not included in repair contracts. The quantities of scrap metal are uneconomical to sell separately through GSA given the high security of the facilities, and the time and effort of RRF staff to arrange for annual contracts for scrap vendors through GSA. Where scrap metal is hauled for profit, proceeds from the disposal of scrap metal shall be used to offset the costs of providing the service.
 - 3) Regulated materials - recycling of regulated materials will be accomplished IAW all regulatory requirements. It shall be the vessel/ship manager responsibility to comply with storage and disposal requirements.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MINIMUM AND MAXIMUM QUANTITIES

Minimum and Maximum Quantities

The minimum quantity to be ordered by the Government for Vessel One and Vessel Two each shall be the following and shall be the layberthing of one vessel.

1. 365 days (366 days if a leap year) at the berthage per diem unit price of 1 vessel whether the five-year alternate or the ten-year alternate is awarded.
2. One connect cycle and one disconnect cycle for ship to shore electric power, potable water and telephone.
3. The total reimbursable services for electrical power, potable water, telephone and recycling incurred by one vessel or the individual 'NOT-TO-EXCEED' amount stated in each of the applicable subline items whichever is less. If the contractor is unable to obtain a commitment from the power company to exempt taxes from the contractor's monthly electricity service charges, MARAD may at its discretion elect to contract directly with the utility company.

The maximum quantity to be ordered by the Government shall be the following multiplied by the number of vessels in the contract:

1. 365 days (366 days if a leap year) at the berthage per diem unit price of 1 vessel.
2. The total reimbursable services amounts for electrical power, potable water and recycling.

If an option year is exercised, numbers (1) and (2) directly above multiplied by the number of vessels in the contract shall be deemed to be the maximum quantity to be ordered for that option year.