**Floating Dry Dock Purchase and Sale Agreement**

This Purchase and Sale Agreement (“**Agreement**”) is by and between National Steel and Shipbuilding Company (“**NASSCO**” or “**Seller**”), a company organized and existing under the laws of the State of Nevada, with offices at 2798 E. Harbor Drive, San Diego, California 92113, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Buyer**”), a corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_, with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is effective as of the last date signed on the signature page of this Agreement (“**Effective Date**”). NASSCO and Buyer are referred to herein as a “**party**” or the “**parties**”.

WHEREAS, NASSCO owns the Property, as more particularly described below in section 1, which is located at NASSCO’s premises at 2798 East Harbor Drive, San Diego, CA 92113;

WHEREAS, Buyer successfully responded to NASSCO’s request for offers for the sale of the Property;

WHEREAS, Buyer desires to purchase the Property, and NASSCO will sell the Property, on the terms set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NASSCO and Buyer hereby agree as follows:

1. **Sale and Purchase.** Subject to the terms, covenants and conditions set forth herein, NASSCO agrees to sell to Buyer, and Buyer agrees to purchase from NASSCO, all of NASSCO’s interest in the Property and related personal property, all as more particularly described in Exhibit A, which is attached to and incorporated in this Agreement, and collectively referred to as the “**Property**”.
2. **Purchase Price.** The purchase price for the Property is \_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_) (the “**Purchase Price**”). Buyer shall pay the Purchase Price as follows:
3. Within five (5) business days after the Effective Date of this Agreement is executed by NASSCO, Buyer shall pay the amount of \_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_) directly to NASSCO (the “**Initial Payment**”); and
4. pay the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_) (as more particularly described in section 5, below, the “**Final Payment**”);
5. **“As-Is” Purchase; Release of NASSCO.**
	1. Buyer’s Independent Investigation

Buyer represents and warrants to NASSCO that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of the Property, either independently or through its Agents, including, without limitation, the following matters (collectively, the “**Property Conditions**”):

1. All matters relating to ownership including, without limitation, the existence, quality, nature and adequacy of NASSCO’s interests in the Property.
2. The legal status of the Property, including, without limitation, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances and private or public covenants, conditions and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements and building and fire codes.
3. The quality, nature, adequacy and physical condition of the Property, including, but not limited to, the structural elements, roof, interior, facilities, and the electrical, mechanical, HVAC, plumbing, sewage and utility systems, facilities and appliance, and all other physical and functional aspects of the Property.
4. The quality, nature, adequacy, and physical and environmental condition of the Property, and the presence or absence of any Hazardous Materials in, on, under or about the Property or any other real property in the vicinity of the Property. As used in this Agreement, “Hazardous Material” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
5. The suitability of the Property for Buyer’s intended uses. Buyer represents and warrants that its intended use of the Property is [*insert brief description*].
6. The economics and reuse or development potential, if any, of the Property.
7. All other matters of material significance affecting the Property.
	1. Property Disclosures
		1. California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is hereby advised that use or occupation of the Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7, if applicable, and any related statutes.
		2. Buyer acknowledges that NASSCO have disclosed the matters relating to the Property referred to in Exhibit C attached hereto. Nothing contained in such schedule shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry hereunder, nor shall any such matters limit any of the provisions of Section 3d (“As-Is” Purchase) or Section 3e (Release of NASSCO) of this Agreement.
	2. Entry and Indemnity

In connection with any entry by Buyer or its Agents onto the Property, Buyer shall give NASSCO reasonable advance written notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize, to the extent possible, interference with uses being made of the Property and otherwise in a manner and on terms and conditions acceptable to NASSCO. All entries by Buyer or its Agents onto the Property to perform any testing or other investigations which could affect the physical condition of the Property (including, without limitation, operational testing or submergence) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter or other written agreement in form and substance satisfactory to NASSCO. Without limiting the foregoing, prior to any entry to perform any on-site testing prior to the Delivery, Buyer must give NASSCO written notice thereof, including the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. NASSCO shall have the right to approve, disapprove, or condition and limit the proposed testing, in NASSCO’s sole discretion, within ten (10) business days after receipt of such notice. If Buyer or its Agents, employees or contractors take any sample from the Property in connection with any approved testing, Buyer shall provide to NASSCO a portion of such sample being tested to allow NASSCO, if it so chooses, to perform its own testing. NASSCO or its representative may be present to observe any testing or other inspection performed on the Property. Buyer shall promptly deliver to NASSCO copies of any reports relating to any testing or other inspection of the Property performed by Buyer or its Agents, employees or contractors, but shall not deliver copies of any such reports to any other person or entity without Buyer’s prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend and hold NASSCO harmless from and against any loss, cost, expense, or damage resulting from Buyer’s failure to keep any information obtained from an inspection or testing of the Property strictly confidential; provided, however, Buyer shall not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order. Buyer shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property.

Buyer shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated hereby, and Buyer shall provide NASSCO with evidence of such insurance coverage upon request from NASSCO. Buyer and its Agents shall comply with NASSCO policy and procedures for entry into the shipyard, including safety procedures and use of personal protective equipment appropriate for their activities in and about the yard and waterfront.

To the fullest extent permitted under law, Buyer shall indemnify, defend and hold harmless NASSCO, their Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims and expenses (including, without limitation, reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Property by Buyer, its Agents, contractors and subcontractors in performing the inspections, testings or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof, including, without limitation, any injuries or deaths to any persons (including, without limitation, Buyer’s Agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond Delivery, or, if the sale is not consummated, beyond the termination of this Agreement.

* 1. “As-Is” Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NASSCO IS SELLING AND BUYER IS PURCHASING NASSCO’S INTEREST IN THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM NASSCO OR THEIR AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER’S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. NASSCO DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE, OR REGULATION. IT IS BUYER’S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, TRANSPORTATION AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT. ALL PUBLICATIONS, OPERATING INSTRUCTIONS AND OTHER WRITTEN INFORMATION (COLLECTIVELY, “**DOCUMENTATION**”) PROVIDED BY NASSCO TO SELLER IN CONNECTION WITH THIS TRANSACTION ARE ALSO PROVIDED “AS-IS WITH ALL FAULTS.”

* 1. Release of NASSCO

As part of its agreement to purchase the Property and Documentation in its “As-Is With All Faults” condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, NASSCO and their officers, employees, agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) Buyer’s and its Agents and customer’s past, present and future use of the Property or Documentation, (ii) the physical, geological or environmental condition of the Property, including, without limitation, any Hazardous Material in, on, under, above or about the Property, and (iii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”, also commonly known as the “Superfund” law), as amended by Superfund Amendments and Reauthorization Act of 1986 (“SARA”) (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, “RCRA”) (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the “Clean Water Act”) (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act (“TSCA”) (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the “California Superfund” law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the “Business Plan Law”) (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”) (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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

1. **Taxes.** Compensation is exclusive of any sales, use, transfer, excise or new taxes applicable to purchase of the Property, which taxes are the responsibility of Buyer. Any required taxes applicable to the purchase will be in addition to Compensation due to NASSCO and will be added to invoices. Buyer is responsible for providing any applicable evidence of tax exemption or resale certificates. Buyer is responsible for any property tax, other taxes or fees, recording charges, insurance coverages, and any other costs or fees related to ownership of the Property. NASSCO is responsible for all taxes as may be required by virtue of its status as an independent contractor, such as its payroll taxes.
2. **Delivery.**

No later than \_\_\_DATE\_\_\_ Seller shall notify NASSCO of its selected date for delivery of the Property by NASSCO; and such selected date for delivery shall be between [WINDOW FOR DELIVERY] (“**Selected Delivery Date**”). To affect Delivery of the Property, Seller shall do all of the following (collectively, completion of these items constitute “Delivery” of the Property):

* + - 1. Deliver by cashier’s check the Final Payment of the Purchase Price;
			2. Countersign NASSCO’s Bill of Sale document.
			3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
			4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. **Risk of Loss.**
	1. Loss

In the event there occurs, through no fault of Buyer or one or more of Buyer’s Agents, any material damage to the Property or destruction of any of the improvements thereon between the date this Agreement is fully executed and Delivery, NASSCO shall be responsible for such damage or destruction and may, in its sole discretion, repair such damage or elect to pay Buyer the diminished value of the Property as a result of such damage or destruction. In no event shall NASSCO’s maximum obligation to Buyer for any loss, damage or destruction, including complete destruction, of the Property, exceed the Purchase Price. Buyer is only entitled to diminished value of the Property up to the Contract Price and waives any and all claims for damages, direct or indirect, that exceed the Purchase Price without regard to the occurrence or effect of any such damage or destruction.

Upon Delivery of the Property, in the event there occurs, through no fault of NASSCO, any damage to the Property or destruction of any of the improvements thereon, Buyer shall be responsible for such damage or destruction. In the event and the extent to which NASSCO is responsible for damage or destruction of the Property after Deliver, in no event shall NASSCO’s maximum obligation to Buyer for any loss, damage or destruction, including complete destruction, of the Property, exceed the Purchase Price. Buyer is only entitled to diminished value of the Property up to the Contract Price and waives any and all claims for damages, direct or indirect, that exceed the Purchase Price without regard to the occurrence or effect of any such damage or destruction.

1. **EXPENSES and REMOVAL OF DRY DOCK.**
	1. Removal of Dry Dock Upon Delivery

Within 24 hours of Delivery, Buyer shall remove the Property from NASSCO’s premises. Buyer is responsible for all arrangements necessary for towage, preparation of the Property for transport, and any other required services. , permits and fees associated with removal of the Property.

* 1. Expenses

Buyer shall be responsible for the payment of third-parties it selects for towage, preparation, and other required services. NASSCO shall, at its own cost, provide reasonable support on the day of Delivery in support of Buyer’s removal of the Property.

* 1. Brokers

The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder’s fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder’s fee based on any contact, dealings, or communication with Buyer or NASSCO, then the party through whom such person makes a claim shall defend the other party from such claim, and shall indemnify the indemnified party from, and hold the indemnified party against, any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys’ fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive Delivery, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

1. **LIQUIDATED DAMAGES.** IF THE DELIVERY IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BUYER HEREUNDER AND NASSCO IS NOT THEN IN DEFAULT, THEN NASSCO SHALL BE ENTITLED TO RETAIN \_\_\_% OF THE INITIAL PAYMENT AND SUM SHALL BE RECOGNIZED AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT NASSCO’S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE DELIVERY, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE FINANCIAL ASSURANCE IS A REASONABLE ESTIMATE OF THE DAMAGES THAT NASSCO WOULD INCUR IN SUCH AN EVENT.
2. **Notices.**
	1. Notices must be in writing and (i) delivered personally; (ii) sent by US certified mail, postage prepaid, return receipt requested (“**US Mail**”) or postage prepaid US Express Mail (“**Express Mail**”); or (iii) placed in the custody of a nationally recognized overnight courier for next day delivery (“**Courier**”); or (iv) transmitted by confirmed telephonic facsimile (“**Fax**”), and it will be deemed given (a) when received, if delivered personally; (b) the next business day after posting, if sent by US Mail; and (c) the next business day, if sent by Courier or Fax. If notice is transmitted by Fax, a duplicate copy must be sent by either US Mail or Courier no later than 1 business day after the transmission by Fax. E-mail communications are solely for the convenience of the parties, and will not constitute valid or effective notice for purposes of this Agreement.
	2. All notices, including inquiries, requests, instructions, authorizations and communications will be made to the authorized representative designated by each party. In order to be effective, notices (i) changing an authorized representative; (ii) terminating this Agreement; or (iii) alleging a Claim, nonperformance or default, must be sent to the authorized representative of the party charged.
3. **Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives, administrators and assigns. Buyer’s rights and obligations hereunder shall not be assignable without the prior written consent of NASSCO; provided, however, even if NASSCO approves any such proposed assignment, in no event shall Buyer be released of any of its obligations hereunder.

1. **Amendments.**

This Agreement may be amended or modified only by a written instrument signed by the Buyer and NASSCO.

1. **Authority of Buyer.**

Buyer represents and warrants to NASSCO that Buyer is a \_\_\_\_\_\_\_\_\_\_\_\_\_ duly organized, validly existing, and in good standing under the laws of the State of \_\_\_\_\_\_\_\_\_. Buyer further represents and warrants to NASSCO that this Agreement and any documents executed by Buyer which are to be delivered to NASSCO at Delivery: (a) are or at the time of Delivery will be duly authorized, executed and delivered by Buyer; (b) are or at the time of Delivery will be legal, valid and binding obligations of Buyer; and (c) do not and at the time of Delivery will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Buyer contained herein or in other agreements or documents executed by Buyer in connection herewith, shall survive Delivery.

1. **Buyer’s Representations and Warranties.**

Buyer makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

* 1. Buyer represents and warrants to NASSCO that Buyer has not been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Buyer has been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify NASSCO of same and the reasons therefore together with any relevant facts or information requested by NASSCO. Any such suspension, debarment, discipline or prohibition may result in the termination or suspension of this Agreement.
	2. No document or instrument furnished or to be furnished by the Buyer to NASSCO in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
	3. Buyer is and intends to remain, and after Delivery shall remain, in compliance with all U.S. export laws and regulations with respect to the Property.
1. **Governing Law.**

This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California, without regard to its choice of law provisions.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the U.S. District Court for the Southern District of California or the State Superior Court for the County of San Diego, and each party agrees to the exclusive jurisdiction of such courts in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court, and such residing in the City of San Diego, and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in the Southern District of California or the State Superior Court for the County of San Diego relating to this Agreement has been brought in an inconvenient forum.

1. **Merger of Prior Agreements.**

This Agreement, together with the exhibits hereto, contain any and all representations, warranties and covenants made by Buyer and NASSCO and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the exhibits hereto.

1. **Parties and Their Agents.**

The term “Buyer” as used herein shall include the plural as well as the singular. If Buyer consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Buyer shall be joint and several. As used herein, the term “**Agents**” when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party.

1. **Interpretation of Agreement.**

The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

1. **Time of Essence.**

Time is of the essence with respect to the performance of the parties’ respective obligations contained herein.

1. **No Merger.**

The obligations contained herein shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled.

1. **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable under the present or future Applicable Law, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement.
2. **Counterparts and Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by Fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.
3. **Ethics.**

The parties believe in fair and open competition, and are committed to conducting their business fairly, impartially and in an ethical manner.

|  |  |  |
| --- | --- | --- |
| **NATIONAL STEEL AND SHIPBUILDING CO.** |  | **BUYER ENTITY NAME** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:Title:Date:  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:Title:Date:  |

EXHIBIT A

DESCRIPTION OF PROPERTY

One (1) Dry Dock:

35,000 long ton floating dry dock Hull number: H011

Builder: Kawasaki Heavy Industries

Delivered: November 18th, 1983

Lengthened: 1998

One (1) Wing Wall Crane:

35 ton travelling crane

Builder: Sumitomo Heavy Industries

Model No.: HHGC1600

Delivered: 1983

XXX Concrete Dock Blocks

Three (3) hard copies of Dry Dock drawings

One (1) Hard copy of Wing Wall Crane drawings

EXHIBIT B

INSURANCE REQUIREMENTS

I. Without prejudice to either party’s obligations to indemnify the other party as stated in Section 13 (General Indemnification), if any employee, subcontractor, affiliate or agent of either Party enters any facility or vessel owned leased or operated by the other Party, they shall comply with all of the facilities’ requirements for access, and shall maintain at its own expense for the duration of this Agreement, the following insurance with policy limits not less than those indicated:

1. Comprehensive General Liability insurance with minimum bodily injury and property damage combined single limits of $2,000,000 per occurrence and $2,000,000 in aggregate.
2. Commercial Automobile Liability insurance with a minimum bodily injury and property damage combined single limit of $2,000,000 per occurrence.
3. Workers’ Compensation and Longshore and Harbor Workers’ Compensation Insurance Act insurance with limits conforming to the statutory requirements of the State where the facility is located and the United States of America, respectively.
4. If a party’s employees, subcontractors, affiliates or agents are assigned aboard a Vessel under this Agreement for any reason, that party shall maintain Jones Act coverage with minimum limits of liability of $2,000,000 per occurrence and $2,000,000 in aggregate.

III. If a party’s employees, subcontractors or suppliers are required under this Agreement to perform any work related to any U.S. Government contract outside of the United States, that party shall maintain Defense Base Act coverage with minimum limits conforming to the statutory requirements of the United States.

IV. Each insurance policy shall be underwritten by an insurance company with minimum A.M. Best ratings of “A-, VII” or the equivalent, and shall provide that it is primary insurance to and noncontributing with any other insurance carried by opposite party. The policies referred to above in paragraphs I (a) and (b), and the Professional Liability insurance referenced in Section 15.a. of the Agreement, shall name the other party as an “additional insured.” The policies referred to above in I(c), II, and III, if required, shall each contain a waiver of subrogation in favor of the other party. Certificates evidencing such policies shall be delivered prior to entering the facilities and renewals provided upon expiration of the respective policy terms. The party providing insurance, or its insurance broker or insurer shall be obligated to immediately notify the other party in writing of any cancellation of required coverage or any material change therein. Notices and certificates regarding insurance shall be provided in writing to:

NASSCO

Attention: Risk Management M/S MV1-C

P.O. Box 85278

San Diego CA 92186-5278

BUYER

BUYER ADDRESS

V. The insurance coverage limits above are minimum insurance coverage requirements, and not the limits of the parties for their respective liability except as limited by Section 15 (Limitation of Liability).

EXHIBIT C

DRY DOCK REFERENCE MATERIALS

 Exhibit A: 485 Crane GA

Exhibit B: Appendix F - Tank Capacity Tables

Exhibit C: C&W Inspection Report for NASSCO Floating Dry Dock UWILD Survey & Ultrasonically Test 64 Location Underwater

 Exhibit D: Memo - BUILDER FDD Operational Limits (2022)\_Redacted

Exhibit E: Memo - BUILDER FDD Operational Limits and Repair Plan (2021)\_Redacted

Exhibit F: NASSCO - BUILDER - 2024 Inspection Pictures

Exhibit G: NASSCO - BUILDER - NAVSEA Inspection Report 2024\_Redacted

Exhibit H: NASSCO Builder General Arrangement

Exhibit I: Pontoon Deck Analysis FDD NASSCO Builder (Rev. B)

LIST OF WORK MANUALS AND OPERATING INSTRUCTIONS????

1.

2.

3.

4.