

Biblia Floating Dry Dock Terms and Conditions

All users of Biblia's floating dry and other facilities shall be deemed to have executed the following agreement:

This Agreement is effective from date of signing by CUSTOMER and shall remain in full force and effect continuously for thirty-six (36) months, unless cancelled by either party by giving ten (10) days advance written notice of intent to cancel to the other party. If, after the termination of this Agreement, Customer requests the same services contemplated by this Agreement, the Agreement shall be deemed restored to full force and effect with respect to those services, unless the parties agree otherwise in writing.

WHEREAS, BIBLIA owns certain facilities, premises, work areas and docks (collectively "the Facility") located at 49 Hutchinson Island Road, Savannah, Georgia; and

WHEREAS, BIBLIA owns a floating dry dock (the "Dry Dock") which is usually moored at the Facility; and

WHEREAS, CUSTOMER desires to dock one or more vessels ("the Vessels") in the Dry Dock for the purpose of inspecting the Vessels and/or making repairs and/or improvements to the same, and to have the use of the Facility, or portions thereof, to access the Dry Dock and for other purposes incidental to the use of the Dry Dock; and

WHEREAS, to perform such repairs and operations, and otherwise in connection with its business and operations, CUSTOMER intends to bring certain employees, contractors, ship repair workers, technicians, engineers, naval architects, and other personnel (collectively "CUSTOMER Personnel") onto the Facility and aboard the Dry Dock, and

WHEREAS, there may be officers and crew aboard the Vessels, and agents, representatives of the owners, operators, managers or charterers of the Vessels, contractors hired by the same, or other personnel (collectively "Vessel Personnel") may desire access to the Facility or the Dry Dock:

NOW THEREFORE, in consideration of the use of the Dry Dock and the Facility (or portion thereof), and of the daily rate or other amounts charged by BIBLIA for use of the Dry Dock and the Facility, the parties agree as follows:

Warranty:

The Customer warrants that it has fully inspected the Dry Dock and the Facility and deems the same entirely suitable for the operations it intends to conduct. BIBLIA does not warrant the seaworthiness of the Dry Dock or the suitability of the Dry Dock or the Facility for any purpose.

Indemnity:

CUSTOMER shall hold harmless, defend and indemnify BIBLIA as respects claims, suits, damages, costs and expenses arising out of property damage (including loss of use) and/or injury, illness or death of CUSTOMER Personnel and/or Vessel Personnel, arising out of or in any way caused by or relating to CUSTOMER's operations or use of (including transit upon or over) the Facility and/or the Dry Dock, even if such loss is alleged to have been or is found to have been the result, in whole or in part, of BIBLIA's fault or negligence. The CUSTOMER's obligations under this Indemnity provision shall survive the termination of this Agreement.

Customer's Insurance:

CUSTOMER shall at all times maintain the following insurance policies in such form and with such companies that are acceptable to BIBLIA. All premiums and deductibles are the sole responsibility of CUSTOMER.

1. Workers' Compensation and Employer's Liability insurance including Longshore and Harbor Workers Act Endorsement and Maritime Coverage Endorsement.
2. Comprehensive General Liability insurance, including contractual liability insuring the liability assumed under this Agreement.

3. Automobile Liability insurance for any owned, non-owned, or hired autos.
4. Protection & Indemnity (P&I) insurance on any of CUSTOMER's vessel(s), written on the SP-23 or SP-38 forms, or equivalent, and endorsed to include Contractual Liability.
5. Vessel Pollution Liability on any of CUSTOMER's vessel(s), to include coverage for OPA 90, CERCLA, and any other federal, state, municipal or local law or regulation to \$1,000,000 limit or at least meeting the minimum required statutory limit for its vessel(s), whichever is greater.
6. Bumbershoot (Umbrella) Liabilities insurance to minimum \$4,000,000 limit over the above primary policies and written on a "following form" basis.
7. Hull & Machinery insurance to actual cash value or market value of its vessel(s).

Insurance Policy Requirements:

BIBLIA, including its owners, officers and affiliated companies, shall be named as additional insured on a primary & noncontributory basis on all policies except Workers' Compensation and Hull & Machinery. All policies shall waive subrogation against BIBLIA. The P&I policy so-called "Other Than Owner," or "As Owner" clause and "Other Insurance" clauses shall be deleted so as not to deprive coverage to BIBLIA as an additional assured.

All policies shall provide for at least ten (10) days advance written notice of cancellation or non-renewal to BIBLIA. CUSTOMER shall have a Certificate of Insurance issued to BIBLIA confirming the required insurances prior to docking or mooring its vessel(s) or otherwise using BIBLIA's facilities.

Jurisdiction and Venue:

By using the Dry Dock or other Biblia facilities, Customer hereby consents to the jurisdiction and venue of the State or Federal Courts located in Chatham County, Georgia, for adjudication of all disputes and waive any objections or defenses to jurisdiction or venue in any such proceeding before such Courts.

Customers are required to sign a written agreement incorporating the above terms and conditions, but they apply even in the absence of such agreement and are deemed to be accepted by any customer that makes use of the Dry Dock or the Facility.