VESSEL CONDITIONAL TRANSFER DOCUMENT

know ALL MEN BY THESE PRESENTS: That the United States of America (hereinafter) called the General Services Administration (GSA) acting by and through the State of Alaska, State Agency for Surplus Property (hereinafter called the SASP) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended for and in consideration of and in reliance upon the representations of Tanadgusix Corporation (TDX) whose address is P.O. Box 88, St. Paul Alaska 99660-0088, (herein after called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such Property will be used solely in connection with such programs and more specifically for all the following purpose(s) and plan as set forth in the Donee's "Letter of Intent" dated January 19th, 2001 which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purposes, does hereby deliver, sell, assign, and transfer all of its rights, title and interest in and to the following described vessel:

"AFDM 6, Ex-Competent"

together with all appurtenances, and accessories attached thereto or installed therein, (all of which are hereinafter referred to as the Property), which has been determined by GSA to have a fair market value of \$5,187,000.00 unto the Donee to have and to hold the said Property, all and singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery is made at the present location of the Property regardless of where the same may be situated or the condition thereof;

SUBJECT, HOWEVER, to the following conditions and restrictions

- The Donee agrees to obtain documentation of the vessel under the applicable laws of the United States and regulations promulgated thereunder and the applicable laws of the several States governing the documentation of said Property and at all times to maintain such documentation. Upon written request and sufficient evidence to justify such action, GSA may waive the requirement for documentation in the case of donated vessels which are to be permanently moored on land and never to be used again on the waterways.
- 2. The Donee agrees to record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property <u>within 30 days</u> after the receipt of the full-executed Vessel Conditional Transfer Document. If documentation is waived under (1), above, the requirement for registration may also be waived.
- 3. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and used for that same purpose for a 12-month period thereafter.
- 4. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (3), above. This period will expire after the Property has been used for the purpose stated above for an additional period of 48 months. During this additional period of restriction, the Property shall be used only for the purpose(s) stated above.
- 5. In the event the Donee does not record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 30 days after the date of receipt of the fully executed Vessel Conditional Transfer Document, or in the event the Property is not placed in use within 12 months of receipt and used for a 12-month ariod thereafter, the Donee shall within 30 days after the date on which the instrument should have been recorded, or within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the SASP, and at the Donee's expense return such Property to the SASP or otherwise make the Property available for transfer, provided the Property is still usable as

or otherwise make the Property available for transfer, provided the Property is still usable as

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determined by the SASP, or otherwise dispose of the Property through the SASP as may be direct by GSA.

- o. In the event the Property is not so used or handled as required by (1), (2), (3) (4) and (5) above, title and right to the possession of the Property shall, at the option of the GSA, revert to the United States Government. Upon demand the Donee shall, as directed by the GSA through the SASP, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States Government.
- 7. During the periods of restriction prescribed in (3) and (4), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.
- 8. During the periods of restriction prescribed in (3) and (4), above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (3) and (4), above, when such action is authorized in writing by GSA, shall be for the account of the United States Government.
- 9. In the event, during the periods of restriction prescribed in (3) and (4), above, the Property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of without prior written approval of GSA, or is used for a purpose(s) other than the purpose(s) stated, the Donee at the option of GSA shall, be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by GSA.
- J. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (3) and (4), above, the Property is no longer suitable, usable, or required by the Donee for the purpose for which required, the Donee shall promptly notify the SASP, and shall, as directed by the GSA through the SASP, return the Property to the SASP, transfer the Property to another Donee or another State Agency, or to a department or agency of the United States, sell the Property, for the account and benefit of the United States with the proceeds remitted promptly to GSA from the donee, or otherwise dispose of the Property as directed by GSA.
- 11. At the option of GSA, the Donee may obtain abrogation of the terms and conditions set forth in (4) and (6) through (10), above, by payment of an amount determined by and with the written concurrence of GSA.
- 12. GSA may waive any or may terminate all of the terms and conditions set forth in (4) and (6) through (10), above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined in writing by GSA to be appropriate.
- 13. The Donee agrees to hold harmless and indemnify the Government for any and all cost, judgment, action, debit, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether international or accidental.
- 14. The Donee is aware that the item(s) listed as containing Polychlorinated Biphenyls (PCB's), a toxic environmental contaminate, require(s) special handling and disposal in cordance with U.S. Environmental Protection Agency Regulations (40 CFR part 761) and U.S. Department of Transportation regulations codified in 49 CFR parts 171-180. The Donee certifies that this item will be handled and disposed of in accordance with applicable Federal statutes and regulations and applicable State laws.

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WITNESS WHEREOF, the Donor and 1919 day of 1919, 2	d the Donee have duly executed this instrument this 20 d	
	United States of America, Acting by and through the Alaska State Agency for Surplus Property By Title	
	Donee Pharman (CEO	
	Institution or Organization Toward gusix Corporation (TDX)	
Notarization of State Agency Certification: CITY of		
n this day of da		
Donee	Date	
(SEAL) My Commission Expires:	Notary Fublig in and for the City of County of State of Alaska	
(SEAL)	2005	
My Commission Expires: 1 Much 8	, 2005	

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Notarization of Donee Certification: CITY of <u>Onchorage</u> OUNTY of	
On this 19 day of January . 2	の ()() , before me
On this Q day of January, 2 appeared Ron Philemons Community, to duly sworn, says that she/he is the person who exested TDX Corporation she/he was duly authorized to execute the foregoing	me personally known, who, being by me ecuted the foregoing instrument on behalf o , and acknowledges to me that
as a free act and deed of said	2/100
Given under my hand and official seal the day and	
Junion Hamilton	Notary Public in and for the City of Anchorage County of
(SEAL) PUBLIC Mocommission Spires: 05/01/04	State of Alaska

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