

INTERIM AGREEMENT TO USE THE VESSEL *EX-COMPETENT*

Tanadgusix Corporation ("TDX"), an Aleut village corporation formed under the Alaska Native Claims Settlement Act ("ANCSA"), 43 U.S.C. ' 1607, with principal offices located at 1500 West 33rd Avenue, Suite 220 Anchorage, AK 99503, hereinafter referred to as "TDX", and Marisco, Ltd., a marine and industrial services company organized under the laws of Hawaii, located at 91-607 Malakole Road, Kapolei, Hawaii, 96707, hereinafter referred to as "Marisco", hereby enter into this Agreement To Use the Vessel *Ex-Competent* ("Agreement") in accordance with the following terms and conditions:

- 1 This Agreement shall be effective upon the latest date of execution by TDX and Marisco. The Agreement shall remain effective on a day-to-day basis.
- 2 This Agreement is terminable by either party, provided that the terminating party gives 48 hours written notice to the other party.
- 3 This Agreement is entered into on an interim basis, so that TDX can accept customers and begin to recoup its substantial investment in the *Ex-Competent*, and it shall be renegotiated and superseded by an agreement approved by the parties and agencies with jurisdiction as soon as administrative issues are clarified.
- 4 This Agreement conveys no interest or title whatsoever in any real or personal property held by either TDX or Marisco, including in TDX's *Ex-Competent* and in Marisco's leased harbor lands, and in particular is not intended to constitute a lease, sublease or similar arrangement.
- 5 Marisco and TDX shall make their best respective efforts to solicit customer vessels for use of the *Ex-Competent's* services. TDX shall be notified of customers wishing to use the *Ex-Competent* and their vessel's dimensions and requirements. As determined by TDX, such customers shall be served and shall be assessed fees for the use of the *Ex-Competent* under a tariff schedule attached hereto. Unless otherwise agreed, lay day fees and lift fees shall be paid by the customer vessel to TDX.
- 6 TDX shall keep a careful accounting of all fees assessed to customers and payments made, and shall maintain records that indicate whether a customer was solicited by TDX or Marisco. TDX and Marisco shall develop in good faith a schedule of additional fees to be charged for use of capital, deferred maintenance and ongoing wear and tear to the vessel.
- 7 TDX and Marisco shall cooperate in training and shall develop an apprenticeship, skills building, and employment program for Alaska Natives and Hawaiian Natives in skill areas such as welding, pipefitting, metalworking, shipbuilding, HAZMAT management and environmental remediation.

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8 TDX shall pay all fees assessed and comply with all directives that are required by federal, state and local governments, which are related to TDX ' s ownership and use of the *Ex-Competent*.

9 Marisco shall pay all fees assessed and comply with all directives that are required by federal, state and local governments, which are related to Marisco ' s operation of its business and its harbor lease with the state of Hawaii.

10 This Agreement shall be governed by the laws of the State of Hawaii

11 TDX agrees, at TDX ' s expense, to keep the *Ex-Competent* in good repair during the term of this Agreement, except for damage caused by Marisco, Marisco ' s employees, customers, or invitees, in which event Marisco shall repair the damage. Marisco shall furnish all necessary electricity, water, and supplies for the vessel at wholesale cost.

12 Except to the extent claims are attributable to Marisco ' s negligence, TDX shall indemnify Marisco and save it harmless from suits, actions, damages, liabilities, and expenses in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, or from the *Ex-Competent* or the occupancy or use by TDX of the *Ex-Competent*.

13 Except to the extent claims are attributable to TDX ' s negligence, Marisco shall indemnify TDX and save it harmless from suits, actions, actions, damages, liabilities, and expenses in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, or at the *Ex-Competent* or the occupancy or use by Marisco of the *Ex-Competent*.

14 During the term of this Agreement, TDX, at its sole cost and expense, shall carry and maintain commercial general liability insurance, fire insurance, and workman ' s compensation and occupational disease insurance which complies with the minimum limits required by applicable state and federal law.

15 During the term of this Agreement, Marisco, at its sole cost and expense, shall carry and maintain commercial general liability insurance, fire insurance, and workman ' s compensation and occupational disease insurance which complies with the minimum limits required by applicable state and federal law.

16 Marisco will not permit any mechanics, laborers, or materialmen ' s liens to stand against the *Ex-Competent* for any labor or materials furnished to Marisco or claimed to have been furnished to Marisco or Marisco ' s agents, contractors, or sublessees in connection with work of any character performed or claimed to have been performed on the *Ex-Competent* by or at the direction or sufferance of Marisco. Marisco will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at its expense. Marisco agrees to indemnify, hold harmless, and defend TDX and the *Ex-Competent* from such

liens. Marisco shall not in any manner lease, lend, bail, cannibalize, or encumber the *Ex-Competent*.

17 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18 Nothing in this Agreement is intended to sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of the *Ex-Competent* nor to do any act which is unauthorized without the prior written approval of GSA, nor to allow any act in violation of law or the applicable Vessel Conditional Transfer Document.

19 This Agreement creates no exclusive right to use the *Ex-Competent*. TDX reserves the right to refuse customer vessels, and to move, at its own expense, or otherwise use the *Ex-Competent*.

Date: 1/2/2002

By: 
Ron Philemonoff, Chairman and CEO, TDX

Date: 1/2/02

By: 
Alfred Anawati, Chairman and CEO, Marisco, Ltd.

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EXHIBIT I

HAULING AND LAYDAY TARIFF RATE FOR ex-AFDM 6 DRYDOCK

HAULING DAY: \$5.00 PER FOOT (LOA)

LAYDAY: \$3.00 PER FOOT (LOA) PER LAYDAY

Labor, material and subcontractor cost for block building and docking and undocking of the vessel are additional and not included in the above rates.

A vessel will not be charged for a layday for any day on the dock during which no work is performed on the vessel.

The undocking day will be charged out at the layday rate.

Hauling and layday fees will be charged based on calendar days and not on a 24 hour period.