MV “LIGHTSHIP OVERFALLS” AND OWNERS

c/o Lightship Overfalls
Attn: Mike Safina

DATE: August 9, 2018

PROPOSAL NO. 143-18

INVOICE NO.

YOUR ORDER NO.

TOTAL

IMPORANT TERMS AND CONDITIONS: Work will be performed by us only upon the terms and conditions set forth on the reverse of the invoice/proposal which shall be deemed to have been accepted by the customer upon arrival of the vessel at our yard, or upon commencement of marine or non-marine work by us at any location.

MV “LIGHTSHIP OVERFALLS” TANK COATINGS

Furnish labor, material, and equipment to clean and paint four (4) Port Midships tanks (formerly FO #7, #9, & #11, and Cofferdam) in accordance with owner's requirements. Pressure wash, clean, and vacuum dry the four tanks; dispose of waste water. Mechanically clean rusted areas (from bottom up to 4 ft; spot the rest as needed) to bare metal, SSPC SP-3, feather-in areas of good paint and solvent wipe. Apply two spot coats and one full coat of Sherwin Williams 235 Epoxy.

PROPOSAL TOTAL = $52,905.00

All work will be completed as per the terms and conditions attached. This quote is good for thirty (30) days. Maryland Sales Tax will be added to invoice, if applicable. Due to market conditions, all offers are made subject to material prices in effect at time of order. Availability is subject to previous orders.

It is the Owner’s responsibility to winterize and freeze protect the vessel prior to entering the shipyard. Any heaters and/or shore power provided are a precautionary measure until proper freeze protection is completed and shall be the Owner’s responsibility to monitor and maintain. All systems and tanks containing liquids should be drained. The machinery main, auxiliary coolers and associated pipe lines should be drained. All galley equipment, pipe lines and traps should be drained. Hot water heaters and systems should be drained. Potable water, sanitary systems, toilets, pipe lines and traps should be drained. These precautionary measures would all be as directed by your representative. The General Ship Repair Corporation will accept no responsibility for any freeze damage, in any tanks, pipe line, machinery, coolers, sanitary systems, hot water heaters, galley equipment, or any other systems aboard the vessel. The General Ship Repair Corporation is released by the Owners of the vessel of all responsibilities for freeze damages, even if services are provided by the shipyard.
We thank you for this opportunity and look forward to working with you.

I authorize work commence in accordance with this proposal and the attached Terms and Conditions.

Owner’s Acceptance
[MV “LIGHTSHIP OVERFALLS”]

Ben Hardee
Project Manager
The General Ship Repair Corporation
MARYLAND SALES TAX EXEMPTION CERTIFICATE

Date: February 4, 2019

THIS IS TO CERTIFY THAT ALL MATERIAL, MERCHANDISE, OR GOODS PURCHASED FOR ANY VESSEL OWNED, OPERATED OR IN CARE OF THE UNDERSIGNED ARE PURCHASED FOR THE FOLLOWING PURPOSE:

( ) Materials are for vessel used principally interstate or foreign commerce or as tangible personal property which will be physically used in, on, or by a vessel used principally in interstate or foreign commerce.

( ) Resale: Check here if purchased for resale as tangible personal property or for incorporation as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining. Must also state below Maryland license number.

(x) Other Use  Materials/Services are for a 501(c)3 non-profit in Delaware.

Purchaser's License Number: EIN: 51-0404500

This certificate shall be considered a part of each order which we shall give. This certificate is to continue in force until revoked.

BUYER: Overfalls Foundation

ADDRESS: PO Box 413

Lewes DE 19958

SIGNATURE: Michael Safin

TITLE: Member, Overfalls Foundation Board of Directors

*Please fill out the above and sign, indicating that materials are exempt from Maryland Sales Tax. Please fax this back to The General Ship Repair Corporation at 410-752-4650.
Dear Applicant:

Our letter dated October 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

[Signature]

Lois G. Lerner
Director, Exempt Organizations Rulings and Agreements
In consideration of the services herein being undertaken and materials provided by us, it is agreed as follows:

Work will be performed by us only upon the following terms and conditions, which shall be deemed to have been accepted by the Customer upon the arrival of the vessel at our yard or upon commencement of the work by us at any location:

We shall not be liable for any damages or delays caused by strikes, labor difficulties or disturbances, fires, theft, accidents of any nature, with or without negligence on our part, except as hereinafter provided, Acts of God, restraints of Government, delays in delivery of materials, or any other causes. We will correct at our expense any workmanship or material proven to be defective due to our default provided that notice of same be received by us in writing within thirty (30) days after the departure of the vessel from our yard or the completion of work, whichever occurs later. In the absence of said notice within the time specified, it shall be conclusively presumed that the workmanship and materials furnished were free from any defects or deficiencies whatsoever. Manufacturer's warranties shall be applicable to all parts sold with such warranties. The General Ship Repair Corporation does not assume any responsibility for said warranties, and does not make any warranty of its own on these items, except as set forth above. Customer agrees that our liability for defective workmanship or material shall be limited solely to the cost of repair or replacement of the defective part and that we shall have no liability of any nature whatsoever for damages directly or indirectly caused by such defective workmanship or material, whether for loss or injury to persons or property, including a vessel, its cargo, equipment or stores, and the Customer hereby agrees to protect and save us harmless from all claims or actions asserted or instituted against us by any third party. In no event shall we be liable for any consequential damage including, but without limitation, for faulty or negligent design or manufacture, delay, loss of revenue, detention, demurrage, tug expense, pilotage, crew wages, salvage or loss or use.

Any necessary protection from freeze damage must be specified in writing by Customer prior to vessel's arrival. Customer agrees to protect and save us harmless from any damage or claim resulting from any type of freezing.

The vessel, its owners, and all parties in interest, shall indemnify and hold us harmless from all liability arising under any air or water quality statute or regulation or under any statute or regulation pertaining to hazardous materials or disposal thereof. In all instances of disposal of hazardous wastes from the vessel, the vessel owner shall be deemed the generator and its generator number shall be used. Owners, and other parties of interest, warrant that a valid and current Certificate of Financial Responsibility (Water Pollution) shall be kept in force at all times while the vessel is in our yard, and on vessels situated elsewhere to which we are furnishing work. Should any provision of this contract exempting us from liability be declared or adjudged to be invalid, the Customer agrees to hold us harmless for any amount above this sum, including, if necessary, payment of said excess amount to said third parties.

We are willing to accept vessels on the basis of different or more extensive liabilities than those stated above, but only if a special written agreement shall be entered into before arrival of the vessel at our yard or before commencement of the work by us at any other location declaring the value of the vessel, its contents and appurtenances, providing for payment to us, in addition to our normal charges, of the cost of additional insurance to cover such different or more extensive liability.

Any provisions on the Customer's invitation to bid, specifications, or instructions which seek to vary the foregoing in any respect will not be accepted. This contract may not be changed orally and is to be interpreted in accordance with Maryland law and federal maritime law.

The invalidity of any one or more provisions of this contract shall not affect nor impair the remaining provisions. The foregoing is in lieu of all warranties and liabilities, whether statutory, expressed or implied, including but not limited to all warranties of merchantability, fitness for a particular purpose and workmanlike service. Any suit against us must be filed in a court of competent jurisdiction in the State of Maryland within one year of completion of work. The foregoing provisions, although referring to vessel repair, shall be equally applicable to work done and materials provided in shipbuilding or non-marine work except that with respect to these, General Ship, retains responsibility only for its sole negligence subject to legally applicable limitations in this contract.

Maryland Sales and Use Tax will be added to bills where applicable and in the absence of a valid tax exempt certificate. All quotations will remain in effect for thirty (30) days from the date of quotation.

Bills are payable when rendered, and after thirty (30) days from date of mailing or delivery, a charge of 1 ½% per month shall be added to all unpaid bills. Customer will pay all costs of collection of unpaid bills including court costs, attorney fees and any other related expenses. We look to both the vessel and Owner for payment and nothing herein will be deemed to constitute a waiver of our maritime lien.
### Certificate of Liability Insurance

#### Certificate Number: 167228634

**Date (MM/DD/YYYY):** 1/31/2019

**Producer:** London & Norfolk, Ltd.
999 Waterside Drive #2500
Norfolk VA 23510

**Insured:** The General Ship Repair Corp
1449 Key Highway
Baltimore MD 21230

**Contact:**
- **Name:** Becky Austin
- **Phone (A/C, No, Ext.):** 757-623-0003
- **Fax (A/C, No.):** 757-623-0004
- **E-Mail Address:** baustin@lnorfolk.com

**Insurer(s) Affording Coverage:**
- Insurer A: Travelers Prop Casualty America
- Insurer B: Travelers Indemnity of America
- Insurer C: Arch Ins Co
- Insurer D: Signal Mutual Indemnity Assoc.
- Insurer E: Arch Ins Co

**Covcoverages:**

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<td>10/20/2019</td>
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| B        | AUTOMOBILE LIABILITY |          | BA6DE10077180CN | 10/20/2018 | 10/20/2019 | Combined Single Limit (Ea accident) $1,000,000 |
|          | ANY AUTO |          |               |            |            | BODILY INJURY (Per person) |
|          | OWNED AUTOS ONLY |          |               |            |            | BODILY INJURY (Per accident) |
|          | HIRED AUTOS ONLY |          |               |            |            | PROPERTY DAMAGE (Per accident) |
|          | NON-OWNED AUTOS ONLY |          |               |            |            | |

| A        | UMBRELLA LIABILITY |        | ZOB71M1552518ND | 10/20/2018 | 10/20/2019 | EACH OCCURRENCE $9,000,000 |
|          | EXCESS LIABILITY |        |               |            |            | AGGREGATE $9,000,000 |

| C        | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | | ZAWCI9925702 17700 (USL&H) | 10/1/2018 | 10/1/2019 | USL&H |
| D        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | | |
|          | (Mandatory in NH) | | | | | |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | |

| A        | Protection & Indemnity MEL (Incidental) | | ZOH71M1551318 ND 17700 | 10/20/2018 | 10/1/2019 | P&I Incidental MEL $1,000,000 |
|          | | | | | | $10,000,000 |

**Certification Holder:**
Overfalls Foundation
219 Pilottown Road
Lewes DE 19958

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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