

(River Port and S23 Holdings, together with their successors, assigns and affiliates, are collectively referred to below as the "Landlords"). A tenant that desires to use the Newport News Facility for the berthing of vessels and/or the performance of ship-repair work thereon, whether such tenant contracts with River Port for the right to so use the Newport News Facility, is referred to below as "Tenant". In connection with any such ship-repair work, the Landlords understand that Tenant will either self-perform such work or bring in third-party contractors to perform such work on vessels berthed by or on behalf of Tenant at the Newport News Facility (in either case, the "Work"). Should the Work performed by a third-party contractor of Tenant fall in the general category of ship repair, a Third Party Service Adjustment (TPSA) equal to 20% of the cost of such Work shall be payable by Tenant to River Port in addition to all other amounts payable under Landlords' Newport News Facility Tariff Schedule.

Tenant shall submit to River Port a list of all third-party contractors being requested for facility access approval 24 hours prior to each contractor's visit.

The following Hold Harmless Agreement must be executed by Tenant as consideration for, and as a condition of, such Tenant's use of the Newport News Facility.

HOLD HARMLESS AGREEMENT

1. Indemnification of Landlords from Liability.

1.1 Definition of Loss: In this Hold Harmless Agreement, **Loss(es)** means any and all liabilities (including liabilities arising out of the application of the doctrine of strict liability), obligations, losses, damages, penalties, fines, claims, actions, suits, judgments, settlements, fees, costs, expenses and disbursements (including without limitation reasonable attorneys', expert witness and consultants' fees and expenses and reasonable third party costs of investigation), of whatsoever kind and nature.

1.2 Indemnification by Tenant: Tenant shall defend, indemnify, and hold harmless Landlords, and any persons acting for or on behalf of any Landlord, together with their respective employees, agents, partners, affiliates, members, managers, shareholders, directors, officers, and assigns, from and against all Losses that directly or indirectly arise out of or relate to:

- (a) Performance of the Work;
- (b) Any acts or omissions of Tenant, its agents, servants, employees, contractors, subcontractors, suppliers or vendors;
- (c) Any bodily injury, sickness, disease or death, or any injury to or destruction of tangible property occurring in connection with the Work;
- (d) Any failure of Tenant or its agents, servants, employees, contractors, subcontractors, suppliers or vendors to comply with applicable law or regulations or the conditions or provisions of applicable governmental approvals or permits;
- (e) Any insurance coverage required under Paragraph 3 below being rendered unavailable or invalidated as a result of Tenant's failure to comply with any of the requirements set forth in the applicable insurance policy or by any other act by Tenant or any of its agents, servants, employees, contractors, subcontractors, suppliers or vendors ;
- (f) Any breach by Tenant of any of its obligations under this Hold Harmless Agreement or any other contract or lease with any Landlord;
- (g) Any claims, liens, attachments or other encumbrances asserted against any Landlord or against any Landlord's property or job site by any contractor, subcontractor, supplier or vendor of Tenant; or
- (h) Any Landlord's enforcement of this Hold Harmless Agreement, including the Tenant's indemnity obligations hereunder.

Tenant's above indemnity obligations are intended, *inter alia*, to protect Landlords, and any person acting for or on behalf of any Landlord, together with their respective employees, agents, partners, affiliates, members, managers, directors, officers, and assigns, from and against all Losses that arise out of or relate to the Work, regardless of when the claim is made. Tenant and its agents, servants, employees, contractors and subcontractors shall have no claim for Losses against any Landlord or any person acting for or on behalf of any Landlord, together with their respective employees, agents, partners, affiliates, shareholders, members, managers, directors, officers, and assigns for the acts or omissions of such Landlord or any person acting for or on behalf of any Landlord unless such Losses result solely from any Landlord's gross negligence or intentional malfeasance; and should this exculpatory clause be declared invalid or unenforceable by law, such invalidity or unenforceability shall in no manner affect or invalidate any or all other foregoing provisions in this Paragraph 1.2.

1.3 Waiver of Worker's Compensation Immunity: It is expressly understood and agreed that the indemnification of Landlords by Tenant as set forth in Paragraph 1.2 above shall include and extend to any and all Losses incurred by any Landlord associated with allegations, claims, actions, causes of action and suits brought by any person employed directly or indirectly by any Landlord or Tenant, or anyone for whose acts any Landlord or Tenant may be liable, and such indemnification obligation shall not be subject to any limitation, bar, immunity, defense or other impediment arising from or relating to worker's compensation acts, disability benefit laws or regulations or other employee benefit laws or regulations.

2. Non-Payment Claims and Liens: Tenant shall indemnify and hold harmless each Landlord (in each case, a "Lien Indemnitee") and defend it from and against any and all Losses arising out of any and all claims for payment, whether or not reduced to a lien, asserted or filed by Tenant or any of its contractors, subcontractors, vendors, suppliers or other persons performing any portion of the Work, including but not limited to reasonable attorneys', expert witness and consultants' fees and expenses and reasonable third party costs of investigation incurred by such Lien Indemnitee in discharging any such liens or claims. If Tenant shall fail to discharge promptly any such lien or claim filed against a Lien Indemnitee's property, or any interest therein, or upon any materials, equipment, or structures encompassed therein, they Lien Indemnitee may so notify Tenant in writing, and Tenant shall then immediately satisfy, settle or otherwise cause the release (by bonding or otherwise) of all such liens and claims. If Tenant does not promptly satisfy, settle or otherwise cause the release of such liens or claims, the Lien Indemnitee shall have the right, at its option, after written notification to Tenant, to cause the release of, pay, or settle such liens or claims, and the Lien Indemnitee at its sole option may require Tenant to pay, within five (5) days after request by such Lien Indemnitee, all Losses incurred by such Lien Indemnitee in causing the release of, paying, or settling such liens or claims, including administrative costs, reasonable attorneys' fees, and other expenses. Tenant shall have the right to contest any such lien or claim, provided it first provides to the Lien Indemnitee a bond or other assurances of payment reasonably satisfactory to the Lien Indemnitee in the amount of such lien or claim and in form and substance reasonably satisfactory to the Lien Indemnitee.

3. Insurance. In addition to its obligations in the foregoing paragraphs, Tenant, at its cost, agrees to procure and maintain occurrence-based insurance in the minimum amount of \$10 million per occurrence and in the aggregate against claims for bodily injury and property damage arising out of, or in conjunction with, the Tenant's occupancy or use of the Newport News Facility and/or the performance of Work at the Newport News Facility by either Tenant or its third-party contractor(s). Such insurance shall be placed with an insurer with a current A.M. Best rating of no less than A. Such insurance coverage shall continue so long as Tenant occupies, uses or performs Work at the Newport News Facility. The coverage afforded by the insurance shall be at least as broad as ISO standard Commercial General Liability coverage (Form CG 0001) and shall include products liability/completed operation coverage. Any deductible or self-insured retention therein must be revealed to, and approved by, the applicable Landlord. At the option of any Landlord, the insurer shall eliminate and void the deductible or self-insured retention,



as applicable, or reduce it to levels approved in writing by such Landlord. The insurance shall provide coverage to the Landlords and their respective affiliates, shareholders, officers, directors, managers, members, employees and agents as additional insureds. The insurance shall be primary in respect of the Landlords and their respective affiliates, shareholders, officers, directors, managers, members, employees and agents. Tenant agrees that any insurance or self-insurance maintained by the Landlords, their officers, directors, managers, members, employees and agents, shall be excess of Tenant's insurance and shall not contribute to it. Tenant's insurance shall be endorsed to state that coverage thereunder shall not be canceled or modified, except upon thirty (30) days prior written notice to the applicable Landlord. Before Tenant performs Work or causes Work to be performed at the Newport News Facility, Tenant shall furnish the applicable Landlord with original certificates and amendatory endorsements effecting the coverage required herein. Notwithstanding the preceding sentence, the Landlords retain the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required hereunder.

4. **Intended Beneficiaries.** River Port, S23 Holdings and their respective successors, assigns and affiliates are intended beneficiaries of this Hold Harmless Agreement and shall be entitled to enforce this Hold Harmless Agreement for their own account and for the account of their respective shareholders, officers, directors, managers, members, employees and agents.

5. **Governing Law and Venue.** This Hold Harmless Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Landlords, or any of them, shall be entitled to enforce this Hold Harmless Agreement in a state court of competent jurisdiction in the Commonwealth of Virginia. Tenant irrevocably submits to the jurisdiction and venue of such court(s).

Tenant Name:

Tenant Signature:

Date:

Print Tenant Name

By: _____
Title: _____
