

BILL OF SALE AND AGREEMENT

For valuable consideration, the receipt of which is hereby acknowledged, this Bill of Sale and Agreement is hereby made on April ____, 2013, by and between L.S.J., LLC, at 6100 Red Hook Quarter, B3, St Thomas USVI 00802 (hereinafter referred to as "Seller"), and Commercial Dive Services, at P.O. Box 1060, West End Tortola BVI 1110 (herein after referred to as "Buyer").

Sale and Purchase

Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby purchases and acquires from Seller, the following 1984 Twin Screw Catamaran vessel called "Lady G" (hereinafter referred to as "Lady G"):

Type: Twin Screw Catamaran

Year: 1984

Length: 46'

Draft: 3.5'

Beam: 22'

Color: White

Hull Id. No.: 99507; **V.I. Registration No.:** 0259-TC

Purchase Price and Payment

The purchase price is FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) for Lady G, which vessel the Buyer will receive "as is", upon Buyer's payment in full via "certified check" to L.S.J., LLC

Seller's Warranties; Buyer's Assumption of Liability

Seller hereby covenants, represents and warrants that the Lady G is free and clear of all liens and encumbrances. Seller is the lawful owner of said vessel. Buyer hereby assumes full liability and responsibility and becomes immediately liable and responsible for the Lady G, and hereby releases Seller from and agrees to indemnify Seller against any liability or responsibility connected with said vessel. Buyer hereby agrees to pay any and all bills, costs and expenses in respect of the Lady G that are incurred from and after the date and time of signing of this Bill of Sale and Agreement.

"As Is"

It is understood and agreed by Buyer that the Lady G is hereby sold by Seller and accepted by Buyer in "as is", "where-is" and "with all faults" condition, that there are no representations or warranties in respect of the Lady G that are not expressly stated in this Bill of Sale and Agreement, and that no representations or warranties in respect of the Lady G, other than the specific representations and warranties expressly set forth in writing in this Bill of Sale and Agreement, are to be inferred or implied. Except for the specific representations and warranties expressly set forth in this Bill of Sale and Agreement, Seller hereby disclaims and Buyer hereby renounces any and all warranties or representations of any kind or nature whatsoever, express or implied, whether arising in law, in equity, in contract or in tort, and including, without limitation, any implied warranty of merchantability, sea worthiness, design, condition or fitness for a particular purpose.

Seller:
L.S.J., LLC

By: _____ Date _____

Buyer:

COMMERCIAL DIVE SERVICES

By: _____ Date _____

Notary _____