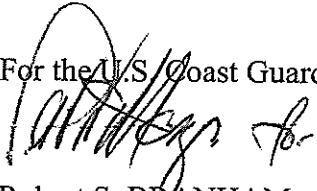


**CONVEYANCE AGREEMENT FOR DECOMMISSIONED COAST
GUARD VESSEL: EX-USCGC PLANETREE (WLB-309)**

1. **Parties.** The parties to this conveyance agreement are the Commandant of the United States Coast Guard (hereafter Coast Guard) and CAS Foundation, Inc. (hereafter CAS)
2. **Authority for the Conveyance.** Section 602 of Public Law 108-293, as amended, by Section 402 of Public Law 109-241, authorizes the Coast Guard to convey the USCGC PLANETREE (WLB-309), a decommissioned 180 foot Ocean Going Buoy Tender, without consideration, to CAS Foundation, Inc. (CAS), a non-profit corporation under the laws of the State of Indiana.
3. **The Coast Guard agrees:**
 - a. to convey all right, title, and interest of the Coast Guard and the United States in and to the decommissioned Coast Guard Cutter PLANTREE (WLB-309), without consideration, to CAS;
 - b. to take reasonable steps to maintain the basic physical integrity of the ex-USCGC PLANTREE until delivery;
 - c. to deliver the PLANTREE in its present condition, on an "as is" basis, where it is presently located (the MARAD Ready Reserve Fleet, Suisun Bay, California) at no cost to the Coast Guard or United States;
 - d. to determine, in its sole discretion, whether any excess equipment or parts from other decommissioned Coast Guard vessels will also be conveyed, without consideration, on an "as is" basis, with the ex-USCGC PLANTREE.
4. **CAS agrees:**
 - a. to accept all right, title and interest in the ex-USCGC PLANETREE;
 - b. to accept delivery of the ex-USCGC PLANTREE in its present condition, on an "as is" basis, with no delivery cost to the Coast Guard or the United States;
 - c. to remove the ex-USCGC PLANETREE from the MARAD Ready Reserve Fleet within 30 calendar days following the execution of this conveyance agreement;
 - d. to comply with Paragraph 5 below, pertaining to vessel operation and maintenance funds as a condition precedent to conveyance;

- e. to comply with Title VI of the Civil Rights Act of 1964 (49 U.S.C 2000d) and 49 CFR part 21 concerning non-discrimination in federally assisted programs (this conveyance without consideration qualifies as a federally assistance program);
 - d. to hold the U.S. Coast Guard and the United States and all of their officers and employees harmless for injury to any person or property resulting from post-conveyance use of the USCGC PLANETREE;
 - e. to hold the Coast Guard and United States government and all of their officers and employees harmless for any claims arising from any post-conveyance exposure of any person to any hazardous substance or material located on, within or aboard either vessel, including but not limited to, asbestos, methane gas, or Polychlorinated Biphenyls (PCBs). (Also see paragraph 6 below pertaining to hazardous substances.);
 - f. to use the vessel for humanitarian purposes and not for any commercial transportation purpose.
5. **Operating and Maintenance Funds:** Both parties agree that the conveyance (transfer of ownership) of ex-USCGC PLANTREE is contingent upon CAS having adequate funds available to operate and maintain the vessel in a safe and good working condition. Congress has mandated that the term "adequate" funds: means \$700,000.00 which can be in the form of cash, liquid assets, or a written loan commitment. CAS declares that it has such required operating and maintenance funds and that those funds are committed to the operation and maintenance of ex-USCGC PLANTREE.
6. **Special Environmental Hazards:** CAS Foundation is aware that asbestos, Polychlorinated Biphenyls (PCBs), and possibly other hazardous substances are located throughout the vessel and that the holding tanks, which have not been chemically cleaned, may contain methane gas. CAS Foundation knows that the United States has determined that such substances are dangerous and possibly deadly and that the United States has established standards for the safe handling of such substances and for the safe removal of such substances from the vessels. CAS Foundation understands and agrees that the unprotected exposure to hazardous substances can significantly increase the risk of certain illnesses and conditions and that care must be taken to avoid releasing such substances where they may be inhaled or ingested or when otherwise exposing anyone to such substances. CAS Foundation also understanding that the United States has set standards for permissible exposure to all hazardous substances and has identified personal protection equipment that must be used and other measures that must be taken when working with, or in proximity of , such substances and agrees to comply with those standards. CAS Foundation agrees, that, following the conveyance of ex-USCGC PLANTREE, it is solely responsible to protect anyone going aboard the ship from the effects of exposure to any hazardous substance and that it is responsible for the safe and proper handling of any such substances in accordance with applicable law.

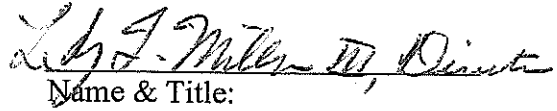
For the U.S. Coast Guard



Robert S. BRANHAM
Assistant Commandant for
Planning, Resources & Procurement (CG-8)

Dec 01, 2006
Month, Day, Year

For CAS



Name & Title:

Oct 19, 2006
Month, Day, Year