

CONSENT OF CONTRACTOR

This Consent of Contractor dated _____, is made by _____, a _____ corporation (the "Contractor"), to _____ a _____ corporation (the "Company") and the United States of America (the "United States") represented by the Secretary of Transportation, acting by and through the Maritime Administrator (the "Secretary") pursuant to the provisions of Title XI of the Merchant Marine Act, 1936, as amended, the purpose of which is to allow and acknowledge the assignment of all of the right, title and interest of the Company in and to those certain construction contracts dated as of _____, between the Contractor and the Company (the "Construction Contracts"), in so far as they relate to the MAST Items listed on Exhibit "A" hereto (the "MAST Items"), together with all of the Company's right, title and interest in and to the MAST Items from the Company to the Secretary under a security agreement (the "Security Agreement"). The Contractor acknowledges that it has received a true copy of the form of the Security Agreement.

Now, therefore, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Contractor hereby acknowledges receipt of notice of and hereby consents and agrees to the aforesaid assignment of, and grant of a security interest in the Construction Contracts and the MAST Items in favor of the Secretary pursuant to the Security Agreement;

2. The Contractor hereby acknowledges, understands and agrees that:

(a) the Secretary shall, by virtue of the Security Agreement, have no obligation or duty under the Construction Contracts and shall not be required to make any payment due and owing by the Company under the Construction Contracts;

(b) the Contractor shall pay any amount coming due to the Company under the Construction Contracts promptly to the Depository for application pursuant to the Security Agreement so long as it shall not have received written notice from the Secretary that the Guarantees shall have been terminated pursuant to Section 3.02(a), (b) or (d) of the Security Agreement and that the Security Agreement is no longer in effect; upon receipt of such notice, the Contractor shall promptly pay any such moneys to the Company;

(c) except during any period after the Contractor shall have received written notice from the Secretary indicating the existence of a Default under the Security Agreement and until the Secretary shall have notified the Contractor in writing that such Default has been cured or waived, the Company shall be entitled to exercise all of its rights under the Construction Contracts with respect to the MAST Items and to receive all of the benefits thereunder, subject to subsection 2(b) hereof, to the same extent as if the Construction Contracts and the MAST Items had not in any way been subjected to the liens of or security interests under the Security Agreement.

3. For all purposes of this Consent of Contractor, unless otherwise expressly provided, all capitalized terms used but not defined herein shall have the meaning ascribed in Schedule X to the Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the day and year first above written.

(SEAL)

BY: _____
ITS: _____

ATTEST:
