

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION**

SHORELINE MARINE COMPANY, INC.

PLAINTIFF

vs.

Case No.: 2:13-CV-02180-PKH

**UNITED SHIPYARDS, LLC;
MID AMERICA MARINE FABRICATORS, LLC;
JOHN LANGHAM; and MICHAEL DISMER**

DEFENDANTS

AGREED ORDER

Comes now Plaintiff, Shoreline Marine Company, Inc. by and through counsel, Marian M. McMullan, of McMullan Law Firm, and Defendants', United Shipyards, LLC; Mid America Marine Fabricators, LLC; John Langham and Michael Dismer, by and through counsel, Christopher B. Conley, of Hayes, Alford & Johnson, PLLC, and for their Agreed Order, states:

On the 6th day of September the parties appeared before the court and announced the parties had reached an agreement which is set out herein:

1) Mid America Marine Fabricators, LLC ("MAMF") is a Limited Liability Company formed under the laws of Arkansas and comprised of Michael Dismer as its sole member who resides in Greene County, Missouri.

2) United Shipyards, LLC ("United") is a Limited Liability Company formed under the laws of Arkansas and comprised of John Langham as its sole member who resides in Sebastian County, Arkansas.

3) Shoreline Marine Company, Inc. is a corporation formed under the laws of Illinois with its principal place of business in Chicago, Illinois.

4) The Parties consent to jurisdiction and venue for purposes of this Agreed Order and Settlement Agreement only.

5) The Parties agree and acknowledge Arkansas law applies as to the Vessel Construction Agreement.

6) The Parties have announced their agreement to dismiss all claims before this court and all other claims which may exist under the Vessel Construction Agreement, known and unknown, future and present, that could have been brought or could be brought by either side, relating to the construction of the Vessel, including but not limited to claims by the Landlord, subject to the following conditions being satisfied:

a) MAMF must launch the Vessel described as Hull No. MAS25x20TUG0730212-A ("Vessel") and deliver parts paid for by Plaintiff not yet incorporated into the Vessel (collectively Plaintiff's property) at a time and date specified by the Plaintiff, which time and date is subject to coordinating with several non-parties to this agreement. MAMF shall pay for all costs and damages incurred with the launch of the Vessel.

b) MAMF assumes all responsibility for the safety and integrity of the Vessel and Plaintiffs property and will indemnify Plaintiff for any damage or loss to Plaintiff's Vessel or property until launch is complete..

- c) The launch will be complete when the vessel floats in accordance with manufacturer's design.
- d) MAMF shall perform all acts to transfer legal title free and clear of all liens or claims, including but not limited to: Builders Certification of Title, Application for Certification of Documentation and all other documents required by Federal or State agencies.
- e) MAMF will execute lien waivers for material, labor, debts, landlord liens, or fines imposed by government authorities. MAMF represents and warrants that other than claims by them and United there exists no other claims against the Vessel or Plaintiff's property.
- f) Shoreline will bear all expenses incurred by it after a successful launch provided all launch conditions have been satisfied.
- g) The parties will enter into a settlement and release agreement that provides that the Defendants' will release any and all claims against Shoreline, its subsidiaries, related entities, and agents, from all claims known or unknown in standard form specifically excluding indemnification but including a confidentiality provision. That Shoreline will release the Defendants upon the Defendants' performance hereunder.
- h) MAMF will post a \$10,000 cash bond to be held as security to insure its performance under this Agreed Order. The funds will be held in trust by the law firm

of Hayes, Alford & Johnson, PLLC (hereinafter "Trust Funds"). Once the conditions set forth herein are completed, the trust funds shall be released. If there is a claim for the funds by Shoreline, the funds will be held in trust until the claim is resolved.

i) Langham, Dismer, and United Defendants shall not interfere with or direct any other party to interfere with the performance of MAMF as set out herein.

j) MAMF represents that it has the ability and control of the premises and Plaintiff's property to ensure the safe delivery of the Vessel and performance hereunder.

k) Any breach by Shoreline, MAMF, Langham or Dismer hereunder shall void the releases issued by the parties herein.

l) United immediately releases its landlord's lien and any claims of possession to Plaintiff's property.

m) Once the Vessel is launched, Shoreline will execute a document evidencing completion of this obligation and that all conditions set forth herein are satisfied.

n) If there is a breach of this Agreement, then the breaching party shall pay to the non-breaching party reasonable attorney fees.

o) If Shoreline makes a claim on the Trust Funds, the prevailing party to any such claim shall be entitled to reasonable attorney fees.

IT IS SO ORDERED this 11th day of September, 2013.

/s/ P. K. Holmes, III

P.K. Holmes, III
Chief U.S. District Judge

Prepared by:

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