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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**AMENDMENT NO. 1**

to

**FORM S-1**

**REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933**

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**GREAT LAKES DREDGE & DOCK CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**1600**  
(Primary Standard Industrial  
Classification Code Number)

**20-5336063**  
(I.R.S. Employer  
Identification No.)

2122 York Road  
Oak Brook, Illinois 60523  
(630) 574-3000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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**Deborah A. Wensel, Chief Financial Officer**  
2122 York Road  
Oak Brook, Illinois 60523  
(630) 574-3000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*Copies of all communications, including communications sent to agent for service, should be sent to:*

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**Approximate date of commencement of proposed sale to the public:  
As soon as practicable after the effective date of this Registration Statement.**

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If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, please check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

**CALCULATION OF REGISTRATION FEE**

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Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(3)
Common Stock, par value \$.0001 per share	13,340,000	\$115,457,700	\$475

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Includes 1,740,000 shares of common stock that may be purchased by the underwriters under an option to purchase additional shares from the selling stockholders.

- (2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(c) under the Securities Act of 1933, as amended, on the basis of the average high and low prices of the Registrant's common stock on July 18, 2007, as reported on the Nasdaq Global Market.
- (3) Reflects prior payment of \$3,070.

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**The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities nor a solicitation of an offer to buy these securities in any jurisdiction where the offer and sale is not permitted.

**SUBJECT TO COMPLETION, DATED JULY 20, 2007**

PROSPECTUS

11,600,000 Shares

**Great Lakes Dredge & Dock Corporation  
Common Stock**

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The selling stockholders, including members of senior management, identified in this prospectus are offering 11,600,000 shares of our common stock. We will not receive any of the proceeds from the sale of shares being sold by the selling stockholders.

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Our common stock is traded on The Nasdaq Global Market under the symbol "GLDD." On July 19, 2007, the last reported sale price of our common stock on The Nasdaq Global Market was \$8.80 per share.

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*Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 12.*

	Per Share	Total
Offering price	\$	\$
Discounts and commissions to underwriters	\$	\$
Offering proceeds to selling stockholders	\$	\$

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

Certain of the selling stockholders have granted the underwriters the right to purchase up to 1,740,000 additional shares of common stock of common stock on the same terms and conditions as set forth above if the underwriters sell more than 11,600,000 shares of common stock in this offering. The underwriters can exercise this right at any time and from time to time, in whole or in part, within 30 days after the offering.

The underwriters expect to deliver the shares of common stock to investors on or about \_\_\_\_\_, 2007.

*Joint Book-Running Managers*

**BANC OF AMERICA SECURITIES LLC**

**LEHMAN BROTHERS**

**CREDIT SUISSE**

**CANTOR FITZGERALD & CO.**

**LAZARD CAPITAL MARKETS**

**MORGAN JOSEPH**

**ABN AMRO ROTHSCHILD LLC**

, 2007

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# Great Lakes Dredge & Dock Corporation

## — Recent Projects —



**Beach replenishment operations at Dewey/Rehoboth Beach, Delaware**



**PIER 400, Los Angeles Harbor**



**Durrat Resort City, Kingdom of Bahrain**



**Deepening the Port of Miami**



**GLDD subsidiary NASDI demolished Foxboro Stadium in Foxborough, Massachusetts**

You should rely only on the information contained in this prospectus. We and the selling stockholders have not, and the underwriters have not, authorized anyone to provide you with different information. We and the selling stockholders are not making an offer to these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this prospectus is accurate as of the date on the front of this prospectus only. Our business, financial conditions, results of operations and prospects may have changed since that date.

Information contained in our web site does not constitute part of this prospectus.

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## PROSPECTUS SUMMARY

*This summary highlights the material information contained elsewhere in this prospectus. This summary may not contain all of the information that you consider before investing in our common stock. You should carefully read this entire prospectus, including "Risk Factors" and our consolidated financial statements, before making an investment decision.*

### Overview

We are the largest provider of dredging services in the United States, with revenues of \$426.0 million in 2006 and \$126.7 million in the first quarter of 2007. Dredging generally involves the enhancement or preservation of navigability of waterways or the protection of shorelines through the removal or replenishment of soil, sand or rock. The U.S. dredging market consists of three primary types of work: capital, beach nourishment and maintenance. Our "bid market" is defined as the population of domestic projects on which we bid or could have bid if not for capacity constraints. Across the three sectors of the dredging industry, we achieved the leading U.S. market share of projects awarded within our bid market, averaging 37% over the last three years. In addition, we are the only U.S. dredging service provider with significant international operations. Foreign contracts accounted for an average of 18% of our dredging contract revenues over the last three years. Our fleet of 25 dredges, 25 material transportation barges, two drillboats, and numerous other specialized support vessels is the largest and most diverse fleet of any U.S. dredging company. We estimate the replacement cost of our fleet to be in excess of \$1.0 billion in the current market.

We benefit from the Foreign Dredge Act of 1906, or "Dredging Act", and Section 27 of the Merchant Marine Act of 1920, or "Jones Act", which prohibit foreign-built dredges and foreign-owned dredging companies from competing in the United States. The majority of the work within our domestic dredging bid market has historically been performed by us and four other key U.S. competitors, which collectively comprised an average of 81% of the market over the last three years.

Our dredging activities are comprised primarily of the following types of projects:

- *Domestic Capital.* Capital dredging projects consist primarily of port expansion projects, which involve the deepening of channels to allow access by larger, deeper draft ships and the provision of land fill used to expand port facilities. Today U.S. ports are shallower than many foreign ports, creating a need for port deepening capital projects to maintain competitiveness in international trade. In addition to port work, capital projects also include land reclamations, trench digging for pipelines, tunnels and cables, and other dredging related to the construction of breakwaters, jetties, canals and other marine structures. The emerging market for liquefied natural gas, or "LNG," terminals also presents opportunities in the capital dredging sector. Further, we anticipate that over the next eight to ten years there will be significant dredging opportunities related to capital projects to protect and restore wetlands and coastal marshes, particularly those in Louisiana. For example, Congress is currently considering legislation that contemplates \$3.7 billion of Louisiana wetland and coastal restoration work, a significant portion of which we believe will be allocated to capital dredging projects. Capital projects accounted for approximately 34% of our 2006 dredging revenues.
- *Foreign Capital.* Foreign capital projects typically relate to land reclamations, channel deepening and port infrastructure development. We target international opportunities that are well suited to our equipment and where we face reduced competition from our European competitors. Maintaining a presence in foreign markets has enabled us to diversify, particularly during periods of decreased domestic demand. Over the last ten years, we have performed dredging work in Europe, the Middle East, Africa, India, Mexico and South America. Most recently, we have focused our efforts on the opportunities in the Middle East, where we have cultivated a niche market by developing close customer relationships with major developers and seeking

contracts compatible with the size of our vessels. Our dredging contracts in the Middle East have a longer duration than those in the U.S., and as a result, we have increased visibility with regard to future revenue and fleet utilization. Foreign projects accounted for approximately 23% of our 2006 dredging revenues.

- **Beach Nourishment.** Beach nourishment projects generally involve moving sand from the ocean floor to shoreline locations when erosion threatens shoreline assets. Beach erosion is a continuous problem that has intensified with the rise in coastal development and recent storm activity, particularly in Florida, and has become an important issue for state and local governments concerned with protecting beachfront tourism and real estate. Beach nourishment projects accounted for approximately 25% of our 2006 dredging revenues.
- **Maintenance.** Maintenance dredging consists of the re-dredging of previously deepened waterways and harbors to remove silt, sand and other accumulated sediments. Due to natural sedimentation, active channels generally require maintenance dredging every one to three years, thus creating a recurring source of dredging work that is typically non-deferrable if optimal navigability is to be maintained. Maintenance projects accounted for approximately 18% of our 2006 dredging revenues.

We also own 85% of the capital stock of North American Site Developers, Inc. ("NASDI"), a demolition services provider located in the Boston, Massachusetts area. NASDI's principal services consist of interior and exterior demolition of commercial and industrial buildings, salvage and recycling of related materials, and removal of hazardous substances and materials. Since the acquisition of NASDI in 2001, we have operated in two reportable segments: dredging and demolition.

## Competitive Strengths

We possess a number of competitive strengths that have allowed us to develop and maintain our leading position within the dredging industry.

- **Favorable competitive dynamic.** We benefit from significant advantages relative to both existing and potential competitors, including (i) our reputation for quality and customer service built up over our 117-year operating history, during which time we have never failed to complete a project; (ii) the long lead time and high capital cost associated with the construction of a new dredge, which we estimate to be between two to three years and \$25 to \$75 million, depending on the type of dredge; and (iii) the requirements of the Dredging Act and the Jones Act, which prohibit foreign-built dredges and foreign-owned dredging companies from competing in the U.S.
- **Largest and most diverse dredging fleet.** We operate the largest and most diverse dredging fleet in the U.S., with over 180 pieces of equipment, including the largest hydraulic dredges in the U.S. The size, versatility and technical capabilities of the fleet improve our competitiveness by affording us the flexibility to select the most efficient equipment for a particular job and enabling us to perform multiple projects at the same time. To maintain the value and effectiveness of our fleet, we emphasize preventative maintenance to minimize downtime, increase profitability, extend vessel life and reduce replacement capital expenditure requirements.
- **Diversified revenue base.** We benefit from a dredging revenue base that is broadly diversified across the three dredging sectors, which have different demand drivers. Capital projects primarily consist of port expansion and deepening work, which is driven by competitiveness among ports and growth in U.S. trade and commerce. Beach nourishment and maintenance projects are more heavily influenced by weather and recurring natural sedimentation and erosion. Revenue within each of our dredging sectors comes from a portfolio of separate

contracts, which helps to mitigate project-specific risk. For the year ended December 31, 2006, our U.S. dredging revenues were derived from over 70 separate dredging contracts, and no one contract represented more than 8% of our revenues. Our foreign dredging operations and demolition operations further diversify our revenue and customer base.

- **Specialized capability in capital projects.** We are a leader in U.S. capital dredging, which generally requires specialized engineering expertise, specific combinations of equipment and experience in executing complex projects. We believe our extensive experience performing complex projects significantly enhances our ability to win and complete these contracts profitably.
- **Proprietary and proven project costing methodologies.** Over the course of our 117-year operating history, we have developed an extensive proprietary database of publicly-available dredging production records from our own and our competitors' activities and past bidding results. We believe that this database, combined with our accumulated estimating and bidding expertise, is a significant competitive advantage in bidding for new dredging contracts.
- **Proven, experienced management team.** Our top executive management has an average of 25 years of experience in the dredging industry. We believe that management's experience provides us with a significant advantage over our competitors. Our executive management team currently holds approximately 3% of our outstanding common stock. Our board of directors intends to adopt an equity incentive plan to further align the interests of our management team with those of our stockholders, subject to stockholder approval of such equity incentive plan at our 2007 annual meeting.

## Business Strategy

- **Build upon our industry leading market position in domestic capital projects.** We intend to maintain and expand the largest, most flexible dredge fleet in the U.S. Our expertise and technical leadership have traditionally been an area of strength for us in executing complex and large-scale capital dredging projects, such as port deepening projects, due to the complicated nature of the work to be performed. In order to accommodate the trend of larger, deeper draft vessels, port expansion and/or significant channel depth increases will be necessary for the nation's largest ports. Additionally, we will pursue the significant opportunities for capital project work to protect and restore the wetlands and coastal marshes in Louisiana. While the actual timing for funding of projects identified under the current Water Resources Development Act, or "WRDA," remains uncertain, we believe there is significant demand for and political interest in such projects in the wake of recent hurricane activity in that region. Outside of WRDA, we anticipate that four Louisiana wetland and coastal restoration projects totaling approximately \$100 million are scheduled to be put out for bid in 2007.
- **Selectively bid on other profitable projects to maximize fleet utilization.** Our fleet, coupled with our sophisticated engineering capabilities, provides us with the ability to deploy the appropriate equipment to efficiently meet the specifications of contracted work. Beach nourishment and maintenance projects are heavily influenced by weather and recurring natural sedimentation and erosion, which typically require such dredging work to be performed at regular intervals. We believe this will provide us with a recurring revenue stream that does not generally have the funding uncertainties of larger-scale capital projects. In addition, we will continue to pursue new growth opportunities in the dredging industry, such as private contracts with utility companies in the emerging LNG terminal market. Four LNG terminal dredging projects have been bid to date, two of which were awarded to us. We have successfully completed one LNG terminal dredging project with revenue totaling \$22 million and are currently performing under a second contract with projected total revenues in excess of \$60 million.



- **Capture expanding international dredging opportunities.** We continue to pursue new business opportunities abroad, with a focus on the Middle East region, which we believe to be one of the world's most robust markets for dredging services, including in excess of \$2.5 billion in work suitable to our fleet that could be put out to bid over the next two to five years. We have developed important customer relationships with key governmental agencies and local leadership in the region. Since 2003, we have been awarded eight contracts with projected total revenue in excess of \$385 million. These relationships have allowed us to individually negotiate certain projects without the work being put out for competitive bid. We intend to leverage our successful international project experience, coupled with our customer relationships and growing reputation, to secure additional business in the region. Consequently, we have and may continue to redeploy a portion of our fleet to the Middle East or other international markets as appropriate to support new business opportunities. We believe that our expansion into international markets will help to further diversify our revenue base and reduce our exposure to possible downturns in our domestic markets.
- **Continue to focus on new technologies and operational efficiencies.** We will continue to pursue and implement technological advancements and improvements to our fleet and processes. These improvements strengthen our ability to adapt to changing market conditions. For example, we have invested in technologies and developed techniques that allow us to perform dredging services in the most environmentally sensitive regions and challenging weather conditions. We expect to continue to make both mechanical and process improvements that will allow us to achieve operational efficiencies and higher margins.
- **Opportunistically pursue acquisitions.** We have a long history of purchasing dredging assets from our competitors, making appropriate modifications and successfully integrating vessels into our existing fleet. For example, one of our domestic competitors recently decided to exit the U.S. market, and we were able to capitalize on this opportunity by acquiring two of its vessels. We intend to continue to pursue selected acquisition opportunities to complement and expand our dredging fleet and solidify our competitive position both domestically and internationally.

### **Merger with Aldabra Acquisition Corporation**

On December 26, 2006, GLDD Acquisitions Corp. merged with a subsidiary of Aldabra Acquisition Corporation. Aldabra was formed for the purpose of raising capital through an initial public offering with the intent to use the proceeds to merge with a business to build long term value. Following the Aldabra merger, and prior to this offering, we are owned approximately 46% by Madison Dearborn Capital Partners IV, L.P. and approximately 3% by our management.

### **Recent Developments**

#### ***Purchase of New Equipment***

In April of 2007, we entered into agreements to purchase two dredges from C.F. Bean LLC: a 6,400 cubic yard hopper dredge to be named the "Terrapin Island," and a hydraulic dredge, the "Meridian." We then assigned our right to purchase the Meridian to Weeks Marine, Inc. in exchange for the right to purchase from Weeks a larger hydraulic dredge subsequently named the "Ohio." The acquisition of the Ohio and attendant plant was completed on April 25, 2007 for a total purchase price of \$13.6 million, and we plan to spend approximately \$18 million to modify this dredge, with all amounts to be funded under our revolving credit facility or cash on hand. The Terrapin Island purchase was completed on June 15, 2007. We funded the \$25.5 million purchase price through revolver borrowings, which we subsequently refinanced through a long-term operating lease arrangement.

The Terrapin Island has historically had a high utilization rate and will augment our fleet of versatile hopper dredges, while the Ohio's larger size will allow us to modify this vessel to create a

world class hydraulic cutterhead dredge well suited for high margin capital and offshore beach nourishment work. We intend to employ both vessels as soon as practicable, most likely during the last four months of 2007 and at some point over the next two years, we anticipate the Ohio will be taken out of service for a period of time to complete the modifications to the dredge. Based on our prior equipment acquisition experience, we believe we will be able to efficiently integrate both the Terrapin Island and the Ohio to generate incremental revenues and earnings consistent with our historical margin levels for dredges of this type and size. Through the acquisition from Bean, who has since effectively exited the U.S. market, we have strengthened our market position by assuming capacity previously controlled by a significant domestic competitor.

In addition to these new equipment purchases, we intend to spend approximately \$10 million to construct an auxiliary vessel to support our electric cutterhead dredge the "Florida." We expect this vessel will yield significant efficiency improvements and increase the versatility of the Florida, expanding deployment opportunities and utilization rates for that vessel.

We expect that the acquisitions and the auxiliary vessel coupled with consolidated domestic capacity will contribute to our revenue growth and overall profitability. Depending on general market conditions and other variables, once the modifications to the Ohio are complete and the newly acquired dredges and the auxiliary vessel are fully deployed, we anticipate that these vessels will generate approximately \$9 million to \$13 million of incremental EBITDA (as defined on page 10) on an annualized basis, based upon estimated incremental operating income of \$6.5 million to \$10.5 million and estimated depreciation of \$2.5 million.

#### ***Warrant Redemption***

On June 19, 2007, we issued a notice of redemption to the holders of our outstanding warrants to purchase shares of our common stock. The agreement governing the warrants provides that we are entitled to redeem the warrants if the last trading price of our common stock is at least \$8.50 per share for any 20 trading days within a 30 trading day period ending three business days before the notice of redemption is sent. The redemption date for the warrants was July 19, 2007. All of the warrants were exercised or redeemed as of the redemption date. We are using a portion of the proceeds to repay the balance of the outstanding indebtedness under our revolving senior credit facility and will use the remaining proceeds for identified efficiency enhancements to existing equipment, potential new equipment acquisitions and general corporate purposes.

#### ***New Senior Revolving Credit Facility***

On June 12, 2007, we entered into a \$155 million new senior revolving credit facility, refinancing the borrowings outstanding under our senior credit facility and our equipment term debt. On June 11, 2007, we bought out an operating lease for three vessels, including the Dredge Texas, for approximately \$11 million, refinancing such purchase under our new senior revolving credit facility.

#### ***Estimated Results of Operations***

On July 20, 2007, we announced estimated financial results for the six months ended June 30, 2007. For the six months ended June 30, 2007, we estimate contract revenues of between \$234.0 million and \$249.0 million, as compared to \$222.5 million for the six months ended June 30, 2006. We estimate operating income of between \$13.9 million and \$15.0 million, as compared to \$14.1 million for the six months ended June 30, 2006. Year to date operating income was negatively impacted by bad debt expense associated with a project completed in 2006 and additional costs related to our efforts in Texas to reduce personal injury claims, which totaled \$1.2 million. We estimate EBITDA (as defined on page 10) of between \$27.2 million and \$29.2 million for the six months ended June 30, 2007, as compared to \$27.1 million for the six months ended June 30, 2006.

We estimate EBITDA for the six months ended June 30, 2007 based upon estimated net income of \$2.5 million to \$2.8 million, and adding back estimated net interest expense of \$10.4 million to \$11.2 million, estimated income tax expense of \$1.8 million to \$1.9 million and estimated depreciation and amortization of \$12.5 million to \$13.3 million. EBITDA for the six months ended June 30, 2006 is calculated based upon net income of \$1.4 million, adding back interest expense, net of \$12.2 million, income tax expense of \$1.0 million and depreciation and amortization of \$12.5 million.

At June 30, 2007, we had outstanding debt of \$224 million, which included \$49 million outstanding on our senior revolving credit facility. Subsequent to June 30, 2007, we received cash proceeds related to the warrants totaling \$60.2 million and such proceeds will be used to pay down revolver borrowings. Had such warrants been exercised and the proceeds applied on June 30, 2007, net debt at June 30, 2007 would have been \$163.8 million.

We are currently in the process of preparing our unaudited consolidated financial statements for the quarter and year to date ended June 30, 2007. These financial statements are not currently available and are not expected to be available and reviewed by our auditors prior to the completion of this offering. Estimates of financial results are inherently uncertain and subject to change, and we undertake no obligation to update this information. Actual results may differ due to the completion of management's and the audit committee's final review. You are cautioned not to place undue reliance on the estimates. The estimates set forth above were prepared by our management and are based upon a number of assumptions. These estimates were prepared on the basis of GAAP. This information is a summary of estimated financial data and should be read in conjunction with the "Risk Factors," "Unaudited Pro Forma Condensed Consolidated Financial Statements," "Selected Historical Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations", our unaudited condensed consolidated financial statements and the accompanying notes, and our consolidated financial statements and the accompanying notes appearing elsewhere in this prospectus.

## **General**

We are a Delaware corporation. Our principal executive offices are located at 2122 York Road, Oak Brook, Illinois 60523. The telephone number for our principal executive office is (630) 574-3000. Our internet address is [www.gldd.com](http://www.gldd.com). The information at this internet address is not part of this prospectus.

## **Risk Factors**

Investment in our common stock involves substantial risks. See "Risk Factors" immediately following this summary for a discussion of certain risks relating to an investment in our common stock.

## The Offering

Common stock offered to the public by the selling stockholders	11,600,000 shares
Common stock to be outstanding after this offering	58,458,824 shares
Use of proceeds	We will not receive any of the proceeds from the sales of our common stock by the selling stockholders. See "Use of Proceeds."
Dividend policy	Subject to considerations described below, we anticipate paying quarterly cash dividends of \$1 million per quarter to holders of our common stock beginning in the fourth quarter of 2007. The declaration and payment of dividends will be at the discretion of our board of directors and will depend on many factors, including general economic and business conditions, our strategic plans, our financial results and condition, legal requirements, including restrictions and limitations contained in our senior credit facility and the indenture relating to our senior subordinated debt, and other factors as our board of directors deems relevant. Accordingly, we cannot assure you that we will pay any such dividend. Furthermore, we cannot make any assurances as to the size of any such dividend or that any such dividend, if declared, would continue in future quarters.
Nasdaq Global Market symbol	GLDD
Risk factors	You should carefully read and consider the information set forth under "Risk Factors" beginning on page 12 and all other information set forth in this prospectus before investing in our common stock.

The number of shares that will be outstanding after this offering is based on the number of shares outstanding as of July 19, 2007.

Except as otherwise indicated, all information in this prospectus reflects no exercise of the underwriters' option to purchase 1,740,000 additional shares from certain of the selling stockholders.

The number of shares that will be outstanding assumes delivery of 83,545 warrants for which notice of exercise was delivered subject to guaranteed delivery procedures.

## Summary Historical Consolidated Financial Data

The following table sets forth certain of our financial data and should be read in conjunction with "Management's Discussion and Analysis of Financial Conditions and Results of Operations" and our audited and unaudited consolidated financial statements and notes thereto. The summary financial data presented below as of March 31, 2007 and for the three months ended March 31, 2007 and 2006 are unaudited, have been derived from our unaudited consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as the audited consolidated financial statements. The summary financial data presented below as of December 31, 2006 and 2005 and for the years ended December 31, 2006, 2005 and 2004 have been derived from our audited consolidated financial statements.

The merger of GLDD Acquisitions Corp. into a wholly-owned subsidiary of Aldabra on December 26, 2006 (the "Aldabra Merger") was accounted for as a reverse acquisition. Under this method of accounting, we were the acquiring company for financial reporting purposes. In accordance with applicable guidance, the Aldabra Merger was considered to be a recapitalization. Accordingly, the merger was treated as the equivalent of our issuing stock for the net monetary assets of Aldabra accompanied by a recapitalization. The net monetary assets of Aldabra, primarily cash, were stated at their fair value, which was equivalent to the carrying value, and accordingly no goodwill or other intangible assets were recorded. The following summary financial data as of and for the three months ended March 31, 2007 and as of and for the year ended December 31, 2006 reflects the financial position, results of operations and our cash flows including the effects of the Aldabra Merger from the date of such transaction. The summary financial data as of December 31, 2005 and 2004 and for the three months ended March 31, 2006 and for the years ended December 31, 2005 and 2004 reflect the financial position, results of operations and cash flows of GLDD Acquisitions Corp. prior to the Aldabra Merger. The accumulated deficit of GLDD Acquisitions Corp. was carried forward to the recapitalized company.

	Three Months Ended March 31,		Year Ended December 31,		
	2007	2006	2006	2005	2004
(in millions except per share data)					
<b>Income Statement Data:</b>					
Contract revenues	\$ 126.7	\$ 108.4	\$ 426.0	\$ 423.4	\$ 350.9
Costs of contract revenues	(113.0)	(96.8)	(369.0)	(372.0)	(315.0)
Gross profit	13.7	11.6	57.0	51.4	35.9
General and administrative expenses	(8.0)	(7.3)	(30.5)	(29.3)	(26.7)
Amortization of intangible assets	(0.1)	(0.1)	(0.3)	(0.8)	(4.2)
Subpoena-related expenses	(0.0)	(0.3)	(0.6)	(2.9)	(2.3)
Impairment of goodwill and intangible	—	—	—	(5.7)	—
Sale-related expenses	—	—	—	—	(0.3)
Operating income	5.6	3.9	25.6	12.7	2.4
Interest expense, net	(4.3)	(6.2)	(24.3)	(23.1)	(20.3)
Equity in earnings of joint ventures	0.3	0.1	2.0	2.3	2.3
Minority interests	(0.0)	(0.0)	(0.1)	(0.2)	0.1
Income (loss) before income taxes	1.6	(2.2)	3.2	(8.3)	(15.5)
Income tax benefit (provision)	(0.6)	0.7	(1.0)	1.4	4.4
Net income (loss)	\$ 1.0	\$ (1.5)	\$ 2.2	\$ (6.9)	\$ (11.1)
Redeemable preferred stock dividends(1)	—	(2.0)	(8.2)	(7.7)	(7.3)
Redemption of preferred stock(1)	—	—	(2.8)	—	—
Net income (loss) available to common stockholders	1.0	(3.5)	(8.8)	(14.6)	(18.4)
Basic earnings (loss) per share	\$ 0.02	\$ (0.38)	\$ (0.90)	\$ (1.57)	\$ (1.98)
Basic weighted average shares(1)	39.6	9.3	9.8	9.3	9.3
Diluted earnings (loss) per share	\$ 0.02	\$ (0.38)	\$ (.90)	\$ (1.57)	\$ (1.98)
Diluted weighted average shares(1)	44.7	9.3	9.8	9.3	9.3

	Three Months Ended March 31,		Year Ended December 31,		
	2007	2006	2006	2005	2004
<b>Other Data:</b>					
EBITDA(2)	\$ 12.4	\$ 10.2	\$ 52.6	\$ 39.4	\$ 31.7
Net cash flows from operating activities	1.0	4.1	33.9	10.3	17.4
Net cash flows from investing activities	(5.4)	(6.3)	(21.5)	(7.2)	(11.4)
Net cash flows from financing activities	1.0	2.1	(9.4)	(4.5)	(6.8)
Depreciation and amortization	6.5	6.2	25.1	24.6	26.9
Maintenance expense	8.4	8.9	32.7	29.7	22.7
Capital expenditures(3)	7.1	6.9	29.8	12.7	23.1

	As of March 31,		As of December 31,	
	2007	2006	2006	2005
<b>Balance Sheet Data:</b>				
Cash and equivalents	\$ 0.3	\$ 3.6	\$ 0.6	
Working capital	53.0	42.9	49.1	
Total assets	534.4	528.4	507.5	
Total debt	195.1	194.7	250.8	
Total stockholders' equity (deficit)	131.8	128.5	(23.2)	

- (1) Refer to Note 1 in our Financial Statements for the years ended December 31, 2006, 2005 and 2004 for additional details regarding these amounts.
- (2) EBITDA in 2005 includes the impact of a non-cash write-down of goodwill and intangibles for \$5.7 million for the demolition business. For the definition of EBITDA and a reconciliation, please see the discussion immediately following.
- (3) Capital expenditures in 2006 include approximately \$3.9 million spent to buy out certain equipment previously under long-term operating leases and \$10.4 million related to the reconfiguration of a dredge into a material handling barge that was funded through a sale-leaseback under a long-term operating lease. Capital expenditures in 2004 include spending of approximately \$12.7 million on equipment that was funded by a sale-leaseback under an operating lease.

EBITDA, as provided herein, represents net income (loss), adjusted for net interest expense, income taxes, depreciation and amortization expense. We present EBITDA as an additional measure by which to evaluate our operating trends. We believe that EBITDA is a measure frequently used to evaluate performance of companies with substantial leverage and that all of our primary stakeholders (i.e. its stockholders, bondholders and banks) use EBITDA to evaluate our period to period performance. Additionally, management believes that EBITDA provides a transparent measure of our recurring operating performance and allows management to readily view operating trends, perform analytical comparisons and identify strategies to improve operating performance. For this reason, we use a measure based upon EBITDA to assess performance for purposes of determining compensation under our incentive plan. EBITDA should not be considered an alternative to, or more meaningful than, amounts determined in accordance with GAAP including: (a) operating income as an indicator of operating performance; or (b) cash flows from operations as a measure of liquidity. As such, our use of EBITDA, instead of a GAAP measure, has limitations as an analytical tool, including the inability to determine profitability or liquidity due to the exclusion of interest expense and the associated significant cash requirements and the exclusion of depreciation and amortization, which represent significant and unavoidable operating costs given the level of indebtedness and capital expenditures needed to maintain our business. For these reasons, we use operating income to measure our operating

performance and use EBITDA only as a supplement. The following is a reconciliation of EBITDA to net income (loss).

	Three Months Ended March 31,		Years Ended December 31,		
	2007	2006	2006	2005	2004
	(in millions)				
Net income (loss)	\$ 1.0	\$ (1.5)	\$ 2.2	\$ (6.9)	\$ (11.1)
Adjusted for:					
Interest expense, net	4.3	6.2	24.3	23.1	20.3
Income tax expense (benefit)	0.6	(0.7)	1.0	(1.4)	(4.4)
Depreciation and amortization	6.5	6.2	25.1	24.6	26.9
EBITDA	\$ 12.4	\$ 10.2	\$ 52.6	\$ 39.4	\$ 31.7



## RISK FACTORS

### Risks Related to our Business

***We depend on our ability to continue to obtain federal government dredging contracts, and are therefore greatly impacted by the amount of government funding for dredging projects. A reduction in government funding for dredging contracts can materially reduce our revenues and profits.***

A substantial portion of our revenue is derived from federal government dredging contracts. Revenues related to contracts with federal agencies or companies operating under contracts with federal agencies and its percentage as a total of dredging revenue for the three months ended March 31, 2007 and 2006 and the years ended December 31, 2006, 2005, and 2004 were as follows:

	Three Months Ended March 31,		Year Ended December 31,		
	2007	2006	2006	2005	2004
Federal government dredging revenue (in US\$1,000)	\$ 61,245	\$ 42,721	\$ 156,348	\$ 297,101	\$ 235,622
Percent of dredging revenue from federal government	53%	44%	41%	79%	75%

Our dredging operations depend on project funding by various government agencies and are adversely affected by decreased levels of, or delays in, government funding. Beginning in the second half of 2003 and into the first half of 2004, the domestic dredging bid activity declined. Although the Corps' fiscal year 2003 and 2004 budgets were approved at similar levels to the preceding years, it appeared that funds were not being distributed to the Corps' districts. Based on conversations with the Corps' representatives and others in the industry, our management attributed the decline to budgetary pressures given the state of the deficit and the diversion of funds to support the nation's efforts in Iraq. Additionally, during this time period the Corps underwent a reorganization of certain of its administration functions which also delayed its ability to request and receive funding.

As a result of these funding issues, our dredging fleet was underutilized through much of 2004, leading to intense competition and pricing pressures for work that was bid during this period. Although the bidding activity levels improved towards the end of 2004 and throughout 2005, the industry did not have confidence in the market, and continued to bid very aggressively to gain utilization. In the fourth quarter of 2005, as the industry's backlog improved, the pricing finally began to moderate, although pricing has not recovered to the levels seen prior to 2004.

***If we are unable, in the future, to obtain bonding for our dredging contracts, our ability to obtain future dredging contracts will be limited, thereby adversely affecting our business.***

We, like all dredging service providers, are generally required to post bonds in connection with our domestic dredging contracts to ensure job completion if we fail to finish a project. We have entered into a bonding agreement with Travelers Casualty and Surety Company of America ("Travelers") pursuant to which Travelers acts as surety, issues bid bonds, performance bonds and payment bonds, and obligates itself upon other contracts of guaranty required by us in the day-to-day operations of our dredging and marine construction business. However, Travelers is not obligated under the bonding agreement to issue future bonds for us. Therefore, if we were unable to obtain additional bonds, our ability to take on future work would be severely limited.

***Our business is subject to significant operating risks and hazards that could result in damage or destruction to persons or property, which could result in losses or liabilities to us.***

The dredging and demolition businesses are generally subject to a number of risks and hazards, including environmental hazards, industrial accidents, encountering unusual or unexpected geological formations, cave-ins below water levels, collisions with fixed objects, disruption of transportation services and flooding. These risks could result in damage to, or destruction of, dredges, transportation vessels, other maritime structures and buildings, and could also result in personal injury, environmental damage, performance delays, monetary losses or legal liability.

***We are subject to risks related to our international operations.***

Revenue from foreign contracts and its percentage to total dredging revenue for the three months ended March 31, 2007 and 2006 and the years ended December 31, 2006, 2005 and 2004 is as follows:

	Three Months Ended March 31,		Year Ended December 31,		
	2007	2006	2006	2005	2004
Foreign revenue (in US \$1000)	\$ 25,384	\$ 17,227	\$ 86,039	\$ 47,402	\$ 62,862
Percent of revenue from foreign contracts	22%	18%	23%	13%	20%

International operations subject us to additional risks, including:

- uncertainties concerning import and export license requirements, tariffs and other trade barriers;
- restrictions on repatriating foreign profits back to the United States;
- changes in foreign policies and regulatory requirements;
- difficulties in staffing and managing international operations;
- taxation issues;
- greater difficulty in accounts receivable collection and longer collection periods;
- currency fluctuations; and
- political, cultural and economic uncertainties.

***The amount of our estimated backlog is subject to change and not necessarily indicative of future revenues.***

Our dredging contract backlog represents our estimate of the revenues that we will realize under contracts remaining to be performed based upon estimates relating to, among other things, the time required to mobilize the necessary assets to and from the project site, as well as the amount and type of material and the time it takes for that material to be dredged. However, these estimates are necessarily subject to fluctuations based upon the amount and type of material that actually must be dredged, as well as factors affecting the time required to complete each job. Consequently, backlog is not necessarily indicative of future revenues or profitability. In addition, a significant amount of our dredging backlog relates to government contracts, which can be canceled at any time without penalty, subject to our right, in some cases, to recover our actual committed costs and profit on work performed up to the date of cancellation.

Below is our dredging backlog from federal government contracts as of March 31, 2007 and 2006 and December 31, 2006, 2005 and 2004 and the percentage to total backlog as of the same period.

	March 31,		December 31,		
	2007	2006	2006	2005	2004
Government contracts in backlog (in US\$1,000)	\$ 38,000	\$ 79,117	\$ 75,315	\$ 99,630	\$ 233,482
Percent of government contracts in backlog	14%	39%	21%	38%	83%

***Our profitability is subject to inherent risks because of the fixed-price nature of most of our contracts.***

Substantially all of our contracts with our customers are fixed-price contracts. Under a fixed-price contract, the customer agrees to pay a specified price for our performance of the entire contract. Fixed-price contracts carry inherent risks, including risks of losses from underestimating costs, operational difficulties and other changes that may occur over the contract period. One of the most significant factors affecting the profitability of a dredging project is the weather at the project site. Inclement or hazardous weather conditions can result in substantial delays in dredging and additional contract expenses. Due to these factors, it is possible that we will not be able to perform our obligations under fixed-price contracts without incurring additional expenses. If we were to significantly underestimate the costs on one or more significant contracts, the resulting losses could have a material adverse effect on us.

***Our business could suffer in the event of a work stoppage by our unionized labor force.***

We are a party to numerous collective bargaining agreements in the U.S. that govern our relationships with our unionized hourly workforce. However, four primary agreements apply to approximately 84% of such employees. The inability to successfully renegotiate contracts with these unions as they expire, any future strikes, employee slowdowns or similar actions by one or more unions could have a material adverse effect on our ability to operate our business.

***Our business would be adversely affected if we failed to comply with the Jones Act provisions on coastwise trade, or if those provisions were modified or repealed.***

We are subject to the Jones Act and other federal laws that restrict dredging in U.S. waters and maritime transportation between points in the United States to vessels operating under the U.S. flag, built in the United States, at least 75% owned and operated by U.S. citizens and manned by U.S. crews. Compliance with these laws increases our operating costs in comparison to non-U.S. dredging operations. We are responsible for monitoring the ownership of our common stock to ensure our compliance with these laws. If we do not comply with these restrictions, we would be prohibited from operating our vessels in the U.S. market, and under certain circumstances we would be deemed to have undertaken an unapproved foreign transfer, resulting in severe penalties, including permanent loss of U.S. dredging rights for our vessels, fines or forfeiture of the vessels.

In the past, interest groups have lobbied Congress to modify or repeal the Jones Act to facilitate foreign flag competition for trades and cargoes currently reserved for U.S. flag vessels under the Jones Act. Foreign vessels generally have lower construction costs and generally operate at significantly lower costs than we do in the U.S. markets, which would likely result in reduced pricing for dredging work. We believe that continued efforts may be made to modify or repeal the Jones Act laws currently benefiting U.S. flag vessels. If these efforts are successful, it could result in significantly increased competition and have a material adverse effect on our business, results of operations and financial condition.

***We have a significant amount of indebtedness, which makes us more vulnerable to adverse economic and competitive conditions.***

We have a significant amount of indebtedness. As of March 31, 2007, we had outstanding long-term indebtedness of \$195.1 million and stockholders' equity of \$131.8 million. This amount of debt is substantial and our debt could:

- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our less leveraged competitors; or
- increase our vulnerability to both general and industry-specific adverse economic conditions; and limit, among other things, our ability to borrow additional funds.

For example, due to the reduction in our earnings in 2004, we needed to seek an amendment from our senior lenders of the covenants in our senior credit agreement to provide greater flexibility. In exchange, our capital spending limits were reduced and our borrowing availability under our senior credit agreement was reduced. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

***Capital expenditures and other costs necessary to operate and maintain our vessels tend to increase with the age of the vessel and may also increase due to changes in governmental regulations, safety or other equipment standards.***

Capital expenditures and other costs necessary to operate and maintain our vessels tend to increase with the age of the vessel. Accordingly, it is likely that the operating costs of our older vessels will increase.

The average age of our more significant vessels as of June 30, 2007, by equipment type, is as follows:

<b>Type of Equipment</b>	<b>Quantity</b>	<b>Weighted Average Age in Years</b>
Hydraulic Dredges	12	39
Hopper Dredges	8	24
Mechanical Dredges	5	31
Unloaders	1	22
Drillboats	2	30
Material and Other Barges	95	27
<b>Total</b>	<b>123</b>	<b>29</b>

Remaining economic life has not been presented because it is difficult to quantify. To the extent that market conditions warrant the expenditures, we can prolong the vessels' lives indefinitely. We operate in an industry where a significant portion of competitors' equipment is of a similar age. It is common in the dredging industry to invest maintenance and capital expenditures into equipment to extend the economic life.

In addition, changes in governmental regulations, safety or other equipment standards, as well as compliance with standards imposed by maritime self-regulatory organizations and customer requirements or competition, may require us to make additional expenditures. For example, if the U.S.

Coast Guard enacts new standards, we may be required to make significant expenditures for alterations or the addition of new equipment. In order to satisfy any such requirement, we may be required to take our vessels out of service for extended periods of time, with corresponding losses of revenues. In the future, market conditions may not justify these expenditures or enable us to operate our older vessels profitably during the remainder of their economic lives.

***Our employees are covered by federal laws that may provide seagoing employees remedies for job-related claims in addition to those provided by state laws.***

All of our seagoing employees are covered by provisions of the Jones Act and general maritime law. These laws typically operate to make liability limits established by state workers' compensation laws inapplicable to these employees and to permit these employees and their representatives to pursue actions against employers for job-related injuries in federal courts. Because we are not generally protected by the limits imposed by state workers' compensation statutes, we have greater exposure for claims made by these employees as compared to employers whose employees are not covered by these provisions.

For example, in the normal course of business, we are a party to various personal injury lawsuits. We maintain insurance to cover claims that arise from injuries to our hourly workforce subject to a deductible. Over the last two years, there has been an increase in suits filed in Texas due in large part to two Texas law firms aggressively pursuing personal injury claims on behalf of dredging workers resident in Texas. Aggressive medical advice is increasing the severity of claimed injuries and the amount demanded in settlement. In fiscal 2006, \$4.5 million was recorded for our self-insured portion of these liabilities. While our recorded self insurance reserves represent our best estimate of the outcomes of these claims, should these trends persist, we could continue to be negatively impacted in the future. See Note 18, "Commitments and Contingencies" in the notes to our audited consolidated financial statements.

***Environmental regulations could force us to incur significant capital and operational costs.***

Our operations and facilities are subject to various environmental laws and regulations relating to, among other things: dredging operations; the disposal of dredged material; protection of wetlands; storm water and waste water discharges; demolition activities; asbestos removal; transportation and disposal of other hazardous substances and materials; and air emissions. We are also subject to laws designed to protect certain marine species and habitats. Compliance with these statutes and regulations can delay performance of particular projects and increase related project costs. These delays and increased costs could have a material adverse effect on our results of operations.

Our projects may involve demolition, excavation, transportation, management and disposal of hazardous waste and other hazardous substances and materials. Various laws strictly regulate the removal, treatment and transportation of hazardous waste and other hazardous substances and materials and impose liability for human health effects and environmental contamination caused by these materials. Our demolition business, for example, requires us to transport and dispose of hazardous substances and materials, such as asbestos. Services rendered in connection with hazardous substance and material removal and site development may involve professional judgments by licensed experts about the nature of soil conditions and other physical conditions, including the extent to which hazardous substances and materials are present, and about the probable effect of procedures to mitigate problems or otherwise affect those conditions. If the judgments and the recommendations based upon those judgments are incorrect, we may be liable for resulting damages that our clients incur, which may be material. The failure of certain contractual protections, including any indemnification from our clients or subcontractors, to protect us from incurring such liability could have a material adverse effect on our business, financial condition or results of operations.

***Our demolition business (NASDI) depends on key customer relationships and our reputation in the Boston contract market developed and maintained by our key operations manager. Loss of any of these elements would materially reduce our demolition revenues and profits.***

Demolition contracts are entered into on a project by project basis, so NASDI does not have continuing contractual commitments with its demolition customers beyond the terms of the current contract. We benefit from key relationships with certain general and construction contractors in the Boston market. We also benefit from our reputation in the Boston market developed over years of successfully performing on projects. Both of these aspects of the business were developed and are maintained through the demolition business' key manager. The inability to maintain relationships with these customers or obtain new customers based on NASDI's reputation would reduce the revenue and profitability from demolition contracts. The inability of NASDI to retain its key demolition manager would have a material adverse affect on NASDI's current customer relationships and reputation.

#### **Risks Related to our Common Stock and this offering**

***Ownership of our common stock is highly concentrated and, as a result, our principal stockholder influences our affairs significantly.***

Madison Dearborn Capital Partners IV, L.P. ("MDP") owns approximately 46% of our outstanding common stock prior to this offering and will continue to own approximately 27% after the offering, assuming no exercise of the underwriters' option to purchase additional shares. As a result, MDP has the voting power to significantly influence our policies, business and affairs, and the outcome of any corporate transaction or other matter, including mergers, consolidations and the sale of all, or substantially all, of our assets. This concentration in control may have the effect of delaying, deterring or preventing a change in control that otherwise could result in a premium in the price of our common stock.

***Registration rights held by MDP and other stockholders may have an adverse effect on the market price of our common stock.***

An investor rights agreement provides for certain registration rights with respect to shares held by those former Aldabra stockholders who are party to the investor rights agreements (the "Aldabra Registrable Securities") and with respect to shares of common stock held by MDP (the "MDP Registrable Securities") and with respect to shares held by certain other Great Lakes stockholders party to the investor rights agreement (the "Other Registrable Securities"). Approximately 22.3 million shares, or approximately 38% of our outstanding shares, will be entitled to registration rights following this offering. Holders of at least a majority of MDP Registrable Securities, or Aldabra Registrable Securities after February 17, 2008, will have the right to demand registration under the Securities Act of 1933, as amended, of all or any portion of their registrable securities subject to certain amount and time limitations. Holders of MDP Registrable Securities may demand two additional long-form registrations and an unlimited number of short-form registrations, while holders of Aldabra Registrable Securities may only demand one long-form registration and one short-form registration. Additionally, whenever we propose to register any of our securities under the Securities Act and the registration form used for the registration of registrable securities, parties to the investor rights agreement will have the right to request the inclusion of their registrable securities in such registration. The resale of these shares in the public market upon exercise of those registration rights could adversely affect the market price of our common stock.

***Our charter will limit the ownership of our common stock by individuals or entities that are not U.S. citizens. This restriction could limit the liquidity of our common stock.***

In order to ensure compliance with maritime laws, our charter prohibits persons who are not U.S. citizens for purposes of maritime laws from owning greater than 22.5% of our total outstanding stock or 90% of the stock permitted under maritime laws, whichever is less. This requirement may have an adverse impact on the liquidity or market value of our common stock, because holders may be unable to sell stock to non-U.S. citizens. Any purported transfer of common stock in violation of these provisions will be ineffective to transfer the common stock or any voting, dividend or other rights in respect of the common stock and any such transfer or change in status of a holder to a disqualified person may subject such shares to redemption by us. See "Description of Capital Stock."

***Delaware law and our charter documents may impede or discourage a takeover that you may consider favorable.***

The provisions of our certificate of incorporation and bylaws may also deter, delay or prevent a third-party from acquiring us. These provisions include:

- limitations on the ability of stockholders to amend our charter documents, including stockholder supermajority voting requirements;
- the inability of stockholders to act by written consent or to call special meetings after such time as the existing stockholders own less than 25% of our common stock;
- a classified board of directors with staggered three-year terms;
- advance notice requirements for nominations for election to the board of directors and for stockholder proposals;
- ability of MDP to elect directors that have the majority of the voting power of the board of directors; and
- the authority of our board of directors to issue, without stockholder approval, up to 1,000,000 shares of preferred stock with such terms as the board of directors may determine and to issue additional shares of our common stock.

We are also subject to the protections of Section 203 of the Delaware General Corporation Law, which prevents us from engaging in a business combination with a person who acquires at least 15% of our common stock for a period of three years from the date such person acquired such common stock, unless board or stockholder approval were obtained. See "Description of Capital Stock."

These provisions could have the effect of delaying, deferring or preventing a change in control of our company, discourage others from making tender offers for our shares, lower the market price of our stock or impede the ability of our stockholders to change our management, even if such changes would be beneficial to our stockholders.

***Our stockholders may not receive dividends because of restrictions in our debt agreements, Delaware law and state regulatory requirements.***

Our ability to pay dividends is restricted by the agreements governing our debt, including our senior credit facilities and the indenture governing our senior subordinated notes, as well as Delaware law and state regulatory authorities. In addition, we and our subsidiaries are permitted under the terms of our debt agreements to incur additional indebtedness that may restrict or prohibit the payment of dividends. Under Delaware law, our board of directors may not authorize payment of a dividend unless it is either paid out of our surplus, as calculated in accordance with the Delaware General Corporation Law, or, if we do not have a surplus, it is paid out of our net profits for the fiscal year in which the

dividend is declared and/or the preceding fiscal year. To the extent we do not have adequate surplus or net profits, we will be prohibited from paying dividends.

***Our quarterly operating results may vary significantly, which could negatively impact our stock price.***

Our quarterly results of operations have fluctuated in the past and will continue to fluctuate in the future. You should not rely on the results of any past quarter or quarters as an indication of future performance in our business operations or stock price. Our operating results could vary greatly from quarter to quarter due to factors such as:

- inclement or hazardous weather conditions that may result in substantial delays in dredging and additional contract expenses;
- environmental restrictions requiring that certain projects be performed in winter months to protect wildlife habitats; and
- equipment mobilization to and from projects.

If our results of operations from quarter to quarter fail to meet the expectations of public market analysts and investors, our stock price could suffer or be negatively impacted.

***As a new investor, you will experience immediate and substantial dilution.***

The public offering price of the common stock being sold in this offering is considerably more than the net tangible book value per share of our common stock. Accordingly, investors purchasing shares of common stock in this offering will pay a price that substantially exceeds, on a per share basis, the value of our tangible assets after subtracting liabilities.



## CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements may be found throughout this prospectus, particularly under the headings "Prospectus Summary," "Risk Factors," "Dividend Policy," "Management's Discussion and Analysis of Financial Condition and Results of Operations," among others. Forward-looking statements typically are identified by the use of terms such as "may," "will," "should," "expect," "anticipate," "believe," "estimate," "intend" and similar words, although some forward-looking statements are expressed differently. You should consider statements that contain these words carefully because they describe our expectations, plans, strategies and goals and beliefs concerning future business conditions, our results of operations, financial position, and our business outlook or state other "forward-looking" information based on currently available information. The factors listed above under the heading "Risk Factors" and in the other sections of this prospectus provide a discussion of the most significant risks, uncertainties and events that could cause our actual results to differ materially from the expectations expressed in our forward-looking statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events, except to the extent required by applicable securities law.

### USE OF PROCEEDS

The selling stockholders, including members of senior management, will receive all net proceeds from the sale of common stock to be sold in this offering, including any proceeds they receive if the underwriters exercise the option to purchase additional shares. Accordingly, we will not receive any proceeds from the sale of common stock by the selling stockholders.

### DIVIDEND POLICY

We have not historically paid any cash dividends on our common stock. Subject to considerations described below, we anticipate paying quarterly cash dividends of \$1 million per quarter to holders of our common stock beginning in the fourth quarter of 2007. The declaration and payment of dividends will be at the discretion of our board of directors and will depend on many factors, including general economic and business conditions, our strategic plans, our financial results and condition, legal requirements, including restrictions and limitations contained in our senior credit agreements and the indenture relating to our senior subordinated debt, and other factors as our board of directors deems relevant. Accordingly, we cannot assure you that we will pay any such dividend. Furthermore, we cannot make any assurances as to the size of any such dividend or that any such dividend, if declared, would continue in future quarters.

We are a holding company and have no direct operations. Our ability to pay cash dividends depends, in part, on the ability of our subsidiaries to pay cash dividends. We expect to cause our subsidiaries to pay distributions to us to fund our expected dividend payments, subject to applicable law and any restrictions contained in our subsidiaries' current or future debt agreements.

## MARKET INFORMATION

Our common stock and warrants have been traded under the symbols "GLDD," and "GLDDW," respectively, on The Nasdaq Global Market since December 27, 2006. The table below sets forth, for the calendar quarters indicated, the high and low closing sales prices of the common stock and warrants as reported by the Nasdaq.

	Common Stock		Warrants	
	High	Low	High	Low
Fourth quarter 2006	\$ 6.45	\$ 6.35	\$ 1.55	\$ 1.45
First quarter 2007	\$ 7.35	\$ 6.42	\$ 2.35	\$ 1.50
Second quarter 2007	\$ 10.18	\$ 6.70	\$ 5.16	\$ 1.92
Third quarter 2007 (through July 19, 2007)	\$ 9.29	\$ 8.63	\$ 4.28	\$ 3.62

On July 19, 2007, the reported closing sales price of our common stock on The Nasdaq Global Market was \$8.80 per share. All of our outstanding warrants were exercised or redeemed as of July 19, 2007.

### Holders of Record

As of July 19, 2007, we had approximately 58 shareholders of record of our common stock.

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS**

The following unaudited pro forma condensed consolidated statement of operations was derived by applying pro forma adjustments to Great Lakes' consolidated financial statements included elsewhere in this registration statement. The unaudited pro forma condensed consolidated statement of operations gives effect to the Aldabra Merger as if it had occurred at the beginning of the period (January 1, 2006).

The unaudited pro forma condensed consolidated statement of operations for the year ended December 31, 2006 is for informational purposes only and should be read in conjunction with the historical financial statements of Great Lakes and Aldabra and the related notes thereto. The unaudited pro forma condensed consolidated information is not necessarily indicative of the results of operations that may have actually occurred had the Aldabra Merger taken place on the date indicated, or the operating results of the combined company.

The unaudited pro forma condensed consolidated financial statement was prepared treating the Aldabra Merger as a recapitalization of Great Lakes. Because Aldabra was not an operating company, the Aldabra Merger was treated as the issuance of shares of Great Lakes for the net tangible assets (consisting principally of cash) of Aldabra and no goodwill was recorded in connection with the Aldabra Merger.

The pro forma financial statements do not reflect any adjustment related to the redemption or exercise of outstanding warrants that may result from the notice of redemption issued by the Company on June 19, 2007. Accordingly, the dilutive effect of the outstanding warrants has been included in the pro forma diluted earnings per share based on the application of the treasury stock method.

**Unaudited Pro Forma Condensed Consolidated Statement of Operations**

	Year Ended December 31, 2006		
	Great Lakes	Adjustments	Pro Forma
	(dollars in thousands except per share data)		
Contract revenues	\$ 425,980	\$ —	\$ 425,980
Costs of contract revenues	368,991	—	368,991
Gross profit	56,989	—	56,989
General and administrative expenses	31,376	—(a)	31,376
Operating income	25,613	—	25,613
Interest expense, net	(24,343)	6,061(b)	(18,282)
Equity in earnings of joint venture	2,041	—	2,041
Minority interests	(155)	—	(155)
Income before income taxes	3,156	6,061	9,217
Income tax benefit (expense)	(971)	(2,390)(c)	(3,361)
Net income (loss)	\$ 2,185	\$ 3,671	\$ 5,856
Redeemable preferred stock dividends	(8,198)	8,198(d)	—
Redemption of preferred stock	(2,790)	2,790(d)	—
Net income (loss) available to common stockholders	\$ (8,803)	14,659	\$ 5,856
Basic earnings per share	\$ (8.80)		\$ 0.15
Basic weighted average shares	1,000	(e)	40,106
Diluted earnings per share	\$ (8.80)		\$ 0.13
Diluted weighted average shares	1,000	(e)	44,176

**Notes to Unaudited Pro Forma Condensed Consolidated Statement of Operations**  
(dollars in thousands)

**Significant Assumptions and Adjustments**

- (a) The historical expenses incurred by Aldabra consisted principally of professional fees relating to the search for an acquisition and to Aldabra's SEC reporting requirements, franchise and capital based taxes, directors' and officers' insurance expenses, travel expenses principally related to the search for an acquisition, and administrative fees that are expected to be discontinued upon the finalization of the transaction with Great Lakes. It is not anticipated that these expenses will carryover to Great Lakes because (i) Great Lakes is already an SEC reporting company (ii) Aldabra merged into Great Lakes such that no additional franchise taxes will be payable; and (iii) Great Lakes has existing D&O insurance covering its officers and directors, who will continue to manage the Company. Because Aldabra was not an operating company, its administrative expenses and search costs related to finding an acquisition candidate will not be incurred in the future. Therefore, pro forma effect has not been given to Aldabra's historical expenses.
- (b) Great Lakes used the net proceeds from the Aldabra Merger and available cash to paydown \$51,300 in term debt. This adjustment reflects the reduction in interest expense from the paydown of that term debt. Average interest rate on the senior bank term debt was 8.4% for the year ended December 31, 2006.

		<b>Year ended December 31, 2006</b>
Elimination of interest expense related to debt repaid	\$	4,303
Reduction in amortization of deferred financing costs		1,758
	\$	6,061

- (c) To reflect the tax effect of the pro forma interest adjustment, using a combined federal, state and foreign statutory tax rate of 39.4%.
- (d) In connection with the purchase of the Company in 2003, Redeemable Preferred Stock was issued to the shareholders. Dividends on the Company's Series A and Series B Preferred Stock were cumulative semiannually and payable upon declaration at a rate of 8% commencing December 23, 2003. The preferred stock was recorded at its redemption and liquidation value of \$1,000 per share, or \$87,000 plus accrued and unpaid dividends. In 2006, \$8,198 of preferred stock dividends were accrued. The holders of Preferred Stock were entitled to payment before any capital distribution was made with respect to any Junior Securities and had no voting rights. The fair value of stock received was in excess of the carrying value of the Redeemable Preferred Stock at the time of the exchange. Therefore, the net loss available to common shareholders for the year ended December 31, 2006 was adjusted by \$2,790. The statement of operations gives effect to the merger on January 1, 2006 and therefore the accumulated dividends and effects of redemption of the preferred stock were reversed from the pro forma results.
- (e) 40,106,189 shares were outstanding as a result of the merger, which includes 516,658 shares released from escrow and an additional 120,511 shares issued in finalization of the net indebtedness and working capital adjustments. Those shares were used to calculate basic EPS on a pro forma basis. Diluted EPS assumes conversion of all outstanding stock warrants at the current conversion price of \$5.00 per warrant. As a result, an additional 4,069,782 shares were included in diluted weighted average shares outstanding.

## SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following table sets forth selected financial data and should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our audited and unaudited consolidated financial statements and notes thereto. The selected financial data presented below have been derived from the Company's consolidated financial statements. The acquisition of Great Lakes Dredge & Dock Corporation by MDP in December 2003 was accounted for as a purchase in accordance with Statement of Financial Accounting Standards ("SFAS") No. 141, "Business Combinations," resulting in a new basis of accounting subsequent to the transaction. Therefore, for presentation below and throughout this prospectus, financial information relating to the Company prior to the acquisition by MDP is denoted as Predecessor Basis, while financial information relating to the Company subsequent to is denoted as Successor Basis.

The merger with Aldabra was accounted for as a reverse acquisition. Under this method of accounting, Great Lakes was the acquiring company for financial reporting purposes. In accordance with applicable guidance, the Aldabra Merger was considered to be a recapitalization. Accordingly, the merger was treated as the equivalent of Great Lakes issuing stock for the net monetary assets of Aldabra accompanied by a recapitalization. The net monetary assets of Aldabra, primarily cash, were stated at their fair value, which was equivalent to the carrying value, and accordingly no goodwill or other intangible assets were recorded. The following selected financial data for the three months ended March 31, 2006 and as of and for the years ended December 31, 2006, 2005, 2004, 2003 and 2002 reflect the financial position, results of operations and cash flows of GLDD Acquisitions Corp. prior to the Aldabra Merger. The accumulated deficit of GLDD Acquisitions Corp. was carried forward to the recapitalized Company.

## Successor Company

## Predecessor Company

	Three Months Ended March 31,		Year Ended December 31,				
	2007	2006	2006	2005	2004	2003	2002
	(in millions except per share data)						
<b>Income Statement Data:</b>							
Contract revenues	\$ 126.7	\$ 108.4	\$ 426.0	\$ 423.4	\$ 350.9	\$ 398.8	\$ 362.6
Costs of contract revenues	(113.0)	(96.8)	(369.0)	(372.0)	(315.0)	(328.2)	(294.6)
Gross profit	13.7	11.6	57.0	51.4	35.9	70.6	68.0
General and administrative expenses	(8.0)	(7.3)	(30.5)	(29.3)	(26.7)	(27.9)	(29.8)
Amortization of intangible assets	(0.1)	(0.1)	(0.3)	(0.8)	(4.2)	—	—
Subpoena-related expenses	(0.0)	(0.3)	(0.6)	(2.9)	(2.3)	—	—
Impairment of goodwill and intangible	—	—	—	(5.7)	—	—	—
Sale-related expenses	—	—	—	—	(0.3)	(10.6)	—
Operating income	5.6	3.9	25.6	12.7	2.4	32.1	38.2
Interest expense, net	(4.3)	(6.2)	(24.3)	(23.1)	(20.3)	(20.7)	(21.1)
Sale-related financing costs	—	—	—	—	—	(13.1)	—
Equity in earnings (loss) of joint ventures	0.3	0.1	2.0	2.3	2.3	1.4	(0.1)
Minority interests	(0.0)	(0.0)	(0.1)	(0.2)	0.1	—	0.4
Income (loss) before income taxes	1.6	(2.2)	3.2	(8.3)	(15.5)	(0.3)	17.4
Income tax benefit (provision)	(0.6)	0.7	(1.0)	1.4	4.4	(1.3)	(4.4)
Net income (loss)	\$ 1.0	\$ (1.5)	\$ 2.2	\$ (6.9)	\$ (11.1)	\$ (1.6)	\$ 13.0
Redeemable preferred stock dividends(1)	—	(2.0)	(8.2)	(7.7)	(7.3)	—	—
Redemption of preferred stock(1)	—	—	(2.8)	—	—	—	—
Net income (loss) available to common stockholders	\$ 1.0	\$ (3.5)	\$ (8.8)	\$ (14.6)	\$ (18.4)	\$ (1.6)	\$ 13.0
Basic earnings (loss) per share	\$ 0.02	\$ (0.38)	\$ (0.90)	\$ (1.57)	\$ (1.98)	\$ (32.0)	\$ 260.0
Basic weighted average shares(1)	39.6	9.3	9.8	9.3	9.3	50	50
Diluted earnings (loss) per share	\$ 0.02	\$ (0.38)	\$ (0.90)	\$ (1.57)	\$ (1.98)	\$ (32.0)	\$ 260.0
Diluted weighted average shares(1)	44.7	9.3	9.8	9.3	9.3	50	50

	Successor Company					Predecessor Company	
	Three Months Ended March 31,		Year Ended December 31,				
	2007	2006	2006	2005	2004	2003	2002
<b>Other Data:</b>							
EBITDA(2)	\$ 12.4	\$ 10.2	\$ 52.6	\$ 39.4	\$ 31.7	\$ 49.8	\$ 54.4
Net cash flows from operating activities	1.0	4.1	33.9	10.3	17.4	19.7	28.4
Net cash flows from investing activities	(5.4)	(6.3)	(21.5)	(7.2)	(11.4)	(183.4)	(17.2)
Net cash flows from financing activities	1.0	2.1	(9.4)	(4.5)	(6.8)	164.9	(12.3)
Depreciation and amortization	6.5	6.2	25.1	24.6	26.9	16.3	15.9
Maintenance expense	8.4	8.9	32.7	29.7	22.7	27.9	25.9
Capital expenditures(3)	7.1	6.9	29.8	12.7	23.1	37.7	18.3

	Successor Company					Predecessor Company	
	As of March 31,		As of December 31,				
	2007	2006	2005	2004	2003	2002	
<b>Balance Sheet Data:</b>							
Cash and equivalents	\$ 0.3	\$ 3.6	\$ 0.6	\$ 2.0	\$ 2.8	\$ 1.5	
Working capital	53.0	42.9	49.1	39.2	50.5	14.6	
Total assets	534.4	528.4	507.5	508.6	522.9	287.5	
Total debt	195.1	194.7	250.8	254.3	258.7	172.8	
Total stockholders' equity (deficit)	131.8	128.5	(23.2)	(8.4)	10.0	(12.4)	

(1) Refer to Note 1 of our audited financial statements included in this prospectus for additional details regarding these amounts.

(2) EBITDA in 2005 includes the impact of a non-cash write-down of goodwill and intangibles for \$5.7 million for the demolition business. In 2003 EBITDA includes the impact of sale-related expenses totaling \$10.6 million, related to the sale of the Company in 2003. For the definition of EBITDA and a reconciliation, please see the discussion immediately following.

(3) Capital expenditures in 2006 include approximately \$3.9 million spent to buy out certain equipment previously under long-term operating leases and \$10.4 million related to the reconfiguration of a dredge into a material handling barge that was funded through a sale-leaseback under a long-term operating lease. Capital expenditures in 2004 include spending of approximately \$12.7 million on equipment that was funded by a sale-leaseback under an operating lease. Capital expenditures in 2003 include approximately \$15.0 million used to buy out certain operating equipment previously under operating lease, and \$3.6 million related to a barge being constructed as part of a like-kind exchange.

EBITDA, as provided herein, represents net income (loss), adjusted for net interest expense, income taxes, depreciation and amortization expense. The Company presents EBITDA as an additional measure by which to evaluate the Company's operating trends. The Company believes that EBITDA is a measure frequently used to evaluate performance of companies with substantial leverage and that all of its primary stakeholders (i.e. its stockholders, bondholders and banks) use EBITDA to evaluate the Company's period to period performance. Additionally, management believes that EBITDA provides a transparent measure of the Company's recurring operating performance and allows management to readily view operating trends, perform analytical comparisons and identify strategies to improve operating performance. For this reason, the Company uses a measure based upon EBITDA to assess performance for purposes of determining compensation under its incentive plan. EBITDA should not be considered an alternative to, or more meaningful than, amounts determined in accordance with GAAP including: (a) operating income as an indicator of operating performance; or (b) cash flows from operations as a measure of liquidity. As such, the Company's use of EBITDA, instead of a GAAP measure, has limitations as an analytical tool, including the inability to determine profitability or liquidity due to the exclusion of interest expense and the associated significant cash requirements and

the exclusion of depreciation and amortization, which represent significant and unavoidable operating costs given the level of indebtedness and capital expenditures needed to maintain the Company's business. For these reasons, the Company uses operating income to measure its operating performance and uses EBITDA only as a supplement. The following is a reconciliation of EBITDA to net income (loss).

	Successor Company					Predecessor Company	
	Three Months Ended March 31,		Years Ended December 31,				
	2007	2006	2006	2005	2004	2003	2002
	(in millions)						
Net income (loss)	\$ 1.0	\$ (1.5)	\$ 2.2	\$ (6.9)	\$ (11.1)	\$ (1.6)	\$ 13.0
Adjusted for:							
Interest expense, net	4.3	6.2	24.3	23.1	20.3	20.7	21.1
Sale-related financing costs			—	—	—	13.1	—
Income tax expense (benefit)	0.6	(0.7)	1.0	(1.4)	(4.4)	1.3	4.4
Depreciation and amortization	6.5	6.2	25.1	24.6	26.9	16.3	15.9
EBITDA	\$ 12.4	\$ 10.2	\$ 52.6	\$ 39.4	\$ 31.7	\$ 49.8	\$ 54.4



## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion should be read in conjunction with our consolidated financial statements contained elsewhere in this prospectus. This discussion contains forward-looking statements based on current expectations that involve risks and uncertainties. Actual results and the timing of certain events may differ significantly from those projected in such forward-looking statements due to a number of factors, including those set forth in "Risk Factors" and elsewhere in this prospectus.*

### Overview

Great Lakes is the largest provider of dredging services in the United States. Dredging generally involves the enhancement or preservation of navigability of waterways or the protection of shorelines through the removal or replenishment of soil, sand or rock. The U.S. dredging market consists of three primary types of work: capital, beach nourishment and maintenance. Across the three sectors of the dredging industry, the Company achieved the leading U.S. market share, averaging 37% over the last three years. The Company's largest domestic dredging customer is the U.S. Army Corps of Engineers, which has responsibility for federally funded projects related to navigation and flood control. In 2006, approximately 41% of the Company's dredging revenues were earned from contracts with federal government agencies, including the Corps as well as other federal entities such as the U.S. Coast Guard and U.S. Navy. This percentage of revenues from the federal government is significantly down from the prior three year average (2003-2005) of 75%. The Company anticipates this percentage will increase once the Corps' funding issues are resolved. Therefore, the Company tracks the annual appropriation process, to the extent that information is available, to assist it in planning for and managing its operations. However, the Company continues to diversify its revenue base, taking on additional work overseas, as well as private work domestically. The Company has continued its role as the only U.S. dredging contractor with significant international operations, which represented an average of 18% of its dredging contract revenues over the past three years. The international operations further diversify the Company's revenue base and reduce the Company's exposure to downturns in the Company's domestic markets.

The Company also owns 85% of the capital stock of North American Site Developers, Inc. ("NASDI"), a demolition service provider located in the Boston, Massachusetts area. NASDI's principal services consist of interior and exterior demolition of commercial and industrial buildings, salvage and recycling of related materials, and removal of hazardous substances and materials. One NASDI management stockholder retains a 15% non-voting interest in NASDI, which is reflected as the minority interest in the Company's consolidated financial statements. Since the acquisition of NASDI in 2001, the Company has operated in two reportable segments: dredging and demolition.

### Contract Revenues

Most of the Company's dredging contracts are obtained through competitive bidding on terms specified by the party inviting the bid. The nature of the specified services dictates the types of equipment, material and labor involved, all of which affect the cost of performing the contract and the price that dredging contractors will bid.

The Company recognizes contract revenues under the percentage-of-completion method, based on the Company's engineering estimates of the physical percentage completed for dredging projects and using a cost-to-cost approach for demolition projects. For dredging projects, costs of contract revenues are adjusted to reflect the gross profit percentage expected to be achieved upon ultimate completion of each dredging project. For demolition projects, contract revenues are adjusted to reflect the estimated gross profit percentage. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. Claims for additional compensation due the Company are not recognized in contract revenues until such claims are settled. Billings on contracts are generally submitted after verification with the customers of physical progress and may not match the timing of

revenue recognition. The difference between amounts billed and recognized as revenue is reflected in the balance sheet as either contract revenues in excess of billings or billings in excess of contract revenues. Modifications may be negotiated when a change from the original contract specifications is encountered, necessitating a change in project scope or performance methodology and/or material disposal. Significant expenditures incurred incidental to major contracts are deferred and recognized as costs of contracts based on contract performance over the duration of the related project. These expenditures are reported as prepaid expenses.

### **Costs and Expenses**

The components of costs of contract revenues include labor, equipment (including depreciation, insurance, fuel, maintenance and supplies), subcontracts, rentals, lease expense, and project overhead. The hourly labor is generally hired on a project basis and laid off upon the completion of the project. Costs of contract revenues vary significantly depending on the type and location of work performed and assets utilized. Generally, capital projects have the highest margins due to the complexity of the projects, while beach nourishment projects have the most volatile margins because they are most often exposed to weather conditions.

The Company's cost structure includes significant annual fixed costs, including depreciation, maintenance, insurance and long-term equipment rentals, averaging approximately 22% to 25% of total costs of contract revenues. During the year, both equipment utilization and the timing of fixed cost expenditures fluctuate significantly. Accordingly, the Company allocates these fixed equipment costs to interim periods in proportion to revenues recognized over the year to better match revenues and expenses. Specifically, at each interim reporting date the Company compares actual revenues earned to date on its dredging contracts to expected annual fixed equipment costs. In the fourth quarter, any over and under allocated fixed equipment costs are recognized such that the expense for the year equals actual fixed equipment costs. As a result of this methodology, the recorded expense in any interim period may be higher or lower than the actual fixed equipment costs incurred.

### **Critical Accounting Policies and Estimates**

The Company's significant accounting policies are discussed in the notes to the financial statements. The application of certain of these policies requires significant judgments or an estimation process that can affect the results of operations, financial position and cash flows of the Company, as well as the related footnote disclosures. The Company bases its estimates on historical experience and other assumptions that it believes are reasonable. If actual amounts are ultimately different from previous estimates, the revisions are included in the Company's results of operations for the period in which the actual amounts become known. The following accounting policies comprise those that management believes are the most critical to aid in fully understanding and evaluating the Company's reported financial results.

#### ***Percentage-of-completion method of revenue recognition***

The Company's contract revenues are recognized under the percentage-of-completion method, which is by its nature based on an estimation process. For dredging projects, the Company uses engineering estimates of the physical percentage of completion. For demolition projects, the Company uses estimates of remaining costs-to-complete to determine project percent complete. In preparing its estimates, the Company draws on its extensive experience in the dredging and demolition businesses and its database of historical information to assure that its estimates are as accurate as possible, given current circumstances. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. Claims for additional compensation are not recognized in contract revenues until such claims are settled. It is reasonably possible that cost and profit estimates may be reviewed on a periodic basis to reflect changes in expected project performance.

### ***Impairment of goodwill***

SFAS No. 142, "Goodwill and Other Intangible Assets" requires that goodwill be tested for impairment at the reporting unit level on an annual basis and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying value. Great Lakes believes that this estimate is a critical accounting estimate because: (i) goodwill is a material asset and (ii) the impact of an impairment could be material to the consolidated balance sheets, as well as the consolidated statement of operations.

The Company assesses the fair value of the reporting unit considering the market approach and income approach. Under the market approach, the fair value of the Company was based on a valuation by a third party in conjunction with the Aldabra Merger. Under the income approach, the fair value of the reporting unit is based on the present value of estimated future cash flows. The income approach is dependent on a number of factors including estimates of future market growth trends, forecasted revenues and expenses, expected periods the assets will be utilized, appropriate discount rates and other variables. The estimates are based on assumptions that the Company believes to be reasonable, but which are unpredictable and inherently uncertain. Changes in these estimates and assumptions could materially affect the determination of fair value and/or goodwill impairment. Actual future results may differ from those estimates.

At December 31, 2006, goodwill represents the purchase price in excess of the net amount assigned to assets acquired and liabilities assumed by MDP on December 23, 2003. Goodwill was allocated between the Company's two reporting units, Dredging and Demolition at that time based on the value assigned to each unit. At December 31, 2006 and 2005, Dredging goodwill was \$79 million and Demolition goodwill was \$19 million. Goodwill was tested for impairment during the third quarter of 2006, at which time it was concluded that the fair value of the reporting unit was in excess of the carrying value. The next annual impairment test will be performed on September 30, 2007.

### ***Impairment of long-lived assets***

In assessing the recoverability of the Company's long-lived assets, primarily operating equipment and intangible assets other than goodwill, the Company makes assumptions regarding estimated future cash flows and other factors to determine the fair value of the respective assets. As it relates to its operating equipment, the Company may estimate cash flows and make assumptions regarding useful lives based on internal historical operating data. If these estimates or their related assumptions change the fair value of these assets in the future, the Company may be required to record impairment charges.

### ***Self-insurance reserves***

The Company self-insures estimated costs associated with workers' compensation claims, hull and equipment liability and general business liabilities, up to certain limits. Insurance reserves are established for estimates of the loss that the Company will ultimately incur on reported claims, as well as estimates of claims that have been incurred but not yet reported. In determining its estimates, the Company incorporates historical loss experience and judgments about the present and expected levels of cost per claim. Trends in actual experience are a significant factor in determination of such reserves.

### ***Income taxes***

The Company calculates its current and deferred tax provision based on estimates and assumptions that could differ from the actual results reflected in income tax returns filed during the subsequent year. Adjustments based on filed returns are recorded when identified, which is generally in the third quarter of the subsequent year for U.S. federal and state provisions. The amount of income taxes the Company pays is subject to ongoing audits by federal, state and foreign tax authorities, which may result in proposed assessments. The Company's estimate for the potential outcome for any uncertain tax issue is highly judgmental. Upon the adoption of FASB Interpretation No. 48, "Accounting for Uncertainties in Income Taxes" ("Fin 48") on January 1, 2007, the Company reviews its tax positions to determine whether they are more likely than not sustainable upon examination by the appropriate taxing authority. The Company's future results may include favorable or unfavorable adjustments to estimated tax liabilities in the period the assessments are made or resolved or when statutes of limitation on potential assessments expire.

## Quarterly Results of Operations

The following tables set forth the components of net income (loss) on a quarterly basis for the three months ended March 31, 2007 and the years ended December 31, 2006 and 2005.

	<b>Quarter Ended</b>	
	<b>March 31</b>	
	<b>(in millions except per share data)</b>	
<b>2007</b>		
Contract revenues	\$	126.7
Cost of contract revenues		(113.0)
Gross profit		13.7
General and administrative expenses		(8.0)
Amortization of intangible assets		(0.1)
Subpoena related expenses		0.0
Operating income		5.6
Interest expense, net		(4.3)
Equity in earnings (loss) of joint venture		0.3
Minority interests		0.0
Income (loss) before income taxes		1.6
Income tax benefit (provision)		(0.6)
Net income (loss) available to common stockholders	\$	1.0
Basic earnings (loss) per share	\$	0.02
Basic weighted average shares		39.6
Diluted earnings (loss) per share	\$	0.02
Diluted weighted average shares		44.7

	<b>Quarter Ended</b>			
	<b>March 31</b>	<b>June 30</b>	<b>Sept. 30</b>	<b>Dec. 31</b>
	<b>(in millions except per share data)</b>			
<b>2006</b>				
Contract revenues	\$ 108.4	\$ 114.1	\$ 81.7	\$ 121.8
Costs of contract revenues	(96.8)	(96.5)	(72.2)	(103.5)
Gross profit	11.6	17.6	9.5	18.3
General and administrative expenses	(7.3)	(7.1)	(6.3)	(9.8)
Amortization of intangible assets	(0.1)	(0.1)	(0.1)	(0.1)
Subpoena-related expenses	(0.3)	(0.1)	(0.2)	—
Operating income	3.9	10.3	2.9	8.4
Interest expense, net	(6.2)	(6.0)	(5.1)	(7.0)
Equity in earnings of joint ventures	0.1	0.5	0.7	0.8
Minority interest	0.0	(0.1)	(0.0)	—
Income (loss) before income taxes	(2.2)	4.7	(1.5)	2.2
Income tax benefit (provision)	0.7	(1.7)	0.5	(0.5)
Net income (loss)	\$ (1.5)	\$ 3.0	\$ (1.0)	\$ 1.7
Redeemable preferred stock dividends	(2.0)	(2.0)	(2.2)	(2.0)
Redemption of preferred stock	—	—	—	(2.8)
Net income (loss) available to common stockholders	\$ (3.5)	\$ 1.0	\$ (3.2)	\$ (3.1)
Basic and diluted earnings (loss) per share	\$ (0.38)	\$ (0.10)	\$ (0.35)	\$ (0.27)
Basic and diluted weighted average shares	9.3	9.3	9.3	11.3

**Quarter Ended**

	<b>March 31</b>	<b>June 30</b>	<b>Sept. 30</b>	<b>Dec. 31</b>
(in millions except per share data)				
<b>2005</b>				
Contract revenues	\$ 99.9	\$ 93.4	\$ 119.7	\$ 110.4
Costs of contract revenues	(92.9)	(82.0)	(103.1)	(94.0)
Gross profit	7.0	11.4	16.6	16.4
General and administrative expenses	(6.7)	(7.0)	(7.5)	(8.1)
Amortization of intangible assets	(0.2)	(0.2)	(0.2)	(0.2)
Subpoena-related expenses	(0.9)	(0.9)	(0.5)	(0.6)
Impairment of goodwill and intangible	—	—	(5.7)	—
Operating income (loss)	(0.8)	3.3	2.7	7.5
Interest expense, net	(6.3)	(4.6)	(6.4)	(5.8)
Equity in earnings of joint ventures	(0.1)	0.9	1.0	0.5
Minority interest	0.0	(0.2)	(0.1)	0.1
Income (loss) before income taxes	(7.2)	(0.6)	(2.8)	2.3
Income tax benefit (provision)	2.5	0.1	(0.9)	(0.3)
Net income (loss)	\$ (4.7)	\$ (0.5)	\$ (3.7)	\$ 2.0
Redeemable preferred stock dividends	(1.8)	(1.9)	(2.0)	(2.0)
Net income (loss) available to common stockholders	\$ (6.5)	\$ (2.4)	\$ (5.7)	\$ (0.0)
Basic and diluted earnings (loss) per share	\$ (0.70)	\$ (0.26)	\$ (0.61)	\$ (0.00)
Basic and diluted weighted average shares	9.3	9.3	9.3	9.3

**Results of Operations**

The following table sets forth the components of net income as a percentage of contract revenues for each of the periods indicated.

	<b>Three Months Ended March 31,</b>		<b>Year Ended December 31,</b>		
	<b>2007</b>	<b>2006</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>
Contract revenues	100.0%	100.0%	100.0%	100.0%	100.0%
Costs of contract revenues	(89.2)	(89.3)	(86.6)	(87.9)	(89.8)
Gross profit	10.8	10.7	13.4	12.1	10.2
General and administrative expenses	(6.3)	(6.7)	(7.1)	(6.9)	(7.6)
Amortization of intangible assets	(0.1)	(0.1)	(0.1)	(0.2)	(1.2)
Subpoena-related expenses	(0.0)	(0.3)	(0.1)	(0.7)	(0.7)
Impairment of goodwill and intangible	—	—	—	(1.3)	—
Operating income	4.4	3.6	6.1	3.0	0.7
Interest expense, net	(3.4)	(5.7)	(5.8)	(5.5)	(5.8)
Equity in earnings of joint ventures	0.2	0.1	0.4	0.5	0.7
Minority interest	(0.0)	—	—	—	—
Income (loss) before income taxes	1.2	(2.0)	0.7	(2.0)	(4.4)
Income tax benefit (provision)	(0.5)	0.7	(0.2)	0.3	1.2
Net income (loss)	0.7%	(1.3)%	0.5%	(1.7)%	(3.2)%

## Components of Contract Revenues and Backlog

The following tables set forth, by segment and type of work, the Company's contract revenues for each of the periods indicated and backlog as of the end of the periods indicated (in thousands).

	Three Months Ended March 31,		Year Ended December 31,		
	2007	2006	2006	2005	2004
<b>Revenues</b>					
<b>Dredging:</b>					
Capital—U.S.	\$ 15,876	\$ 23,035	\$ 127,205	\$ 161,125	\$ 141,674
Capital—foreign	25,384	17,227	86,039	47,402	62,862
Beach nourishment	36,790	40,698	94,476	92,746	51,289
Maintenance	37,322	16,422	69,514	72,989	57,982
Demolition	11,360	11,045	48,746	49,137	37,055
	<u>\$ 126,732</u>	<u>\$ 108,427</u>	<u>\$ 425,980</u>	<u>\$ 423,399</u>	<u>\$ 350,862</u>
	March 31,		December 31,		
	2007	2006	2006	2005	2004
<b>Backlog</b>					
<b>Dredging:</b>					
Capital—U.S.	\$ 60,411	\$ 81,272	\$ 72,037	\$ 94,504	\$ 180,886
Capital—foreign	159,374	74,123	184,814	90,043	42,617
Beach nourishment	38,858	43,934	56,018	61,391	23,178
Maintenance	8,609	4,740	39,691	14,883	33,075
Demolition	15,158	13,810	16,645	17,365	11,361
	<u>\$ 282,410</u>	<u>\$ 217,879</u>	<u>\$ 369,205</u>	<u>\$ 278,186</u>	<u>\$ 291,117</u>

### Quarter Ended March 31, 2007 Compared to Quarter Ended March 31, 2006

Revenue for the quarter ended March 31, 2007 was \$126.7 million, a 17% increase from first quarter 2006 revenue of \$108.4 million. Results in the first quarter were driven primarily by domestic maintenance projects and work in the Middle East. The Company began and continued work on four land reclamation projects in Bahrain: the large Diyaar project; Bahrain Investment Wharf; South Durrat; and Durrat, the latter which is nearing completion. Throughout the first quarter, the Company experienced good utilization of its fleet, both domestically and internationally, although inclement weather along the East Coast of the United States negatively impacted margins on several of the Company's projects. Gross profit growth in the first quarter of both 2007 and 2006 was hindered by increases in self-insured claims reserves. Despite these two factors, gross profit grew by more than 18% from 2006, producing a slight increase in the gross profit margin to 10.8%.

Capital projects include large port deepenings and other infrastructure projects. Domestic capital dredging revenue decreased \$7.2 million in the first quarter of 2007 from the same quarter of 2006. The Company's domestic capital revenues of \$15.9 million in the first quarter of 2007 were substantially generated by continuing work on a port deepening project in Brunswick, Georgia. Work was postponed on the LNG project in Golden Pass, Texas as the Company waited for the customer to secure the materials necessary to continue the project. Foreign capital revenues in the first quarter of 2007 increased \$8.2 million compared to the same period of 2006. The 2007 first quarter foreign revenues were substantially generated by continuing work on the Diyaar land development project in Bahrain, as well as the three other projects in Bahrain listed above.

Beach nourishment projects include rebuilding of shoreline areas that have been damaged by storm activity or ongoing erosion. Beach revenue in the first quarter was robust at \$37 million which is consistent with the first quarter level from the prior year. Two jobs in North Carolina, one in South Carolina and one in Florida all contributed to the revenue, although margins were impacted by weather throughout the quarter.

Maintenance projects include routine dredging of ports, rivers and channels to remove the regular build up of sediment. Maintenance revenue in the first quarter of 2007 totaled \$37 million, a very strong quarter for maintenance work, and more than double from the prior year's maintenance revenue of \$16.4 million. The majority of the quarter's maintenance revenues related to dredging on the East Coast, including work in Baltimore Harbor and a channel in Newark Bay. Also, the hydraulic dredge Texas, while not working at Golden Pass as mentioned above, was able to complete substantial work on a project on the Atchafalaya River in Louisiana. Despite the Corps' chronic funding issues, maintenance work continues to be put out to bid and provides steady work.

The Company's general and administrative expenses totaled \$8.0 million for the first quarter of 2007, which is a slight increase of \$0.7 million from the same quarter of 2006. Legal expenses for the quarter ended March 31, 2007 related to the federal subpoena matter were negligible, compared to \$0.4 million for the same period of 2006. This decrease is a result of the minimal activity related to this matter throughout 2006 and into 2007. This matter is discussed further in Note 11 to the Unaudited Condensed Consolidated Financial Statements.

Net interest expense for the first quarter of 2007 of \$4.3 million decreased \$1.9 million from the first quarter 2006 primarily due to the pay down in the fourth quarter of 2006 of the Company's term debt. In addition, non cash adjustments to the market value of the Company's interest rate swap were favorable between the quarters.

The income tax expense for the first quarter of 2007 was \$0.7 million compared to a benefit of \$0.7 million in the same period in 2006. This was due to the improved operating income period over period.

The Company generated net income of \$1.0 million for the quarter ended March 31, 2007, compared to a net loss of \$1.5 million for the same 2006 period. The improvement in 2007 is a result of increased revenues as discussed as well as the decrease in interest expense.

EBITDA for the first quarter of 2007 (as defined on page 26) was \$12.4 million an increase of 22% from \$10.2 million for the first quarter 2006.

### ***Dredging***

Dredging revenues for the quarter ended March 31, 2007 were \$115.4 million compared to \$97.4 million for the same period of 2006. As previously noted, first quarter revenues were up as the Company continued to experience good utilization of its fleet. Operating income generated by the dredging segment for the quarter ended March 31, 2007 was \$4.8 million and compares to \$2.9 million for the same period of 2006.

### ***Demolition***

NASDI's demolition revenue for the quarter ended March 31, 2007 was \$11.4 million compared to \$11.0 million for the same period of 2006. The demolition sector has consistently generated this level over the past several years. The activity in the Boston area continues to provide constant opportunities for NASDI to take on a good amount of small projects and a number of larger projects in the range of \$1 to \$5 million. The demolition segment generated operating income of \$0.8 million for the quarter ended March 31, 2007 compared to operating income of \$0.9 million for the same period of 2006.

## Year Ended December 31, 2006 Compared to Year Ended December 31, 2005

Revenues for the year ended December 31, 2006 were \$426.0 million, up slightly from 2005 revenues of \$423.4 million. While fleet utilization between years was similar, the increase in gross margin to 13.4% from 12.1% a year ago was a result of the improvement in both domestic and foreign project margins despite the negative impact of the increases in the Company's self-insured claims reserves recorded during the year.

Dredging revenues were \$377.2 million in 2006, an increase of \$3.0 million over 2005 revenue. Detail of the mix of revenue is below. Dredging gross profit was 13.1% in 2006 compared to 11.6% in 2005; again, this is due to improvement in margins on both domestic and foreign projects.

- Domestic capital dredging revenues decreased \$33.9 million, or 21%, to \$127.2 million in 2006 from \$161.2 million in 2005. Capital work was down over last year due to the continued funding issues at the Corps that delayed capital work put out for bid. However, privately funded work, including the developing market for new LNG terminals, has helped offset this decline in the federally funded capital market. The Company completed its first LNG terminal project in Freeport, Texas in the third quarter of 2006 with total revenue of \$22 million, and began another LNG terminal project in Golden Pass, Texas with projected total revenue in excess of \$60 million. Approximately one third of this project was completed in the fourth quarter of 2006 and the remainder of the work will be completed in 2007.
- The Company's 2006 revenue from beach nourishment projects of \$94.5 million was on par with revenue of \$92.8 million in 2005. The bid market experienced a reduction in beach nourishment work during 2006 to \$126 million following the 2005 record market of \$297 million. However, the beach nourishment market remained robust and was above the beach market in years prior to 2005. Fortunately, while the Corps' funding has been minimal, more beach communities have taken over the responsibility for developing funding sources to meet their beach nourishment needs and are putting out their own projects for bid. Great Lakes completed over \$80 million of beach work in 2006 for non-federally funded customers.
- Revenues from maintenance projects in 2006 of \$69.5 million were similar to 2005 revenues of \$73.0 million. The 2006 maintenance bid market was above the prior five year historical annual average markets as the Corps continues to put maintenance work out to bid despite struggling to fund capital work.
- Revenues from foreign dredging operations in 2006 totaled \$86.0 million, which is an increase of \$38.6 million, or 82% from 2005 revenues of \$47.4 million, as the Company performed work on a large land reclamation project in Bahrain throughout the year and mobilized and began dredging on the three year, multi-phase Diyaar project also in Bahrain.

NASDI's 2006 demolition revenue was \$48.7 million, on par with 2005 revenues of \$49.1 million. The demolition sector has consistently generated this level over the past several years. The activity in the Boston area continues to provide constant opportunities for NASDI to take on a good number of small projects and a number of larger projects in the range of \$1 to \$5 million. The gross profit margin attributable to NASDI's demolition business was 15.2%, down compared to 16.4% in 2005. This decrease was the result of more interior demolition projects. Interior demolition requires more labor and precision processes than exterior work and has more volatile margins.

For the year ended December 31, 2006, general and administrative expenses totaled \$31.4 million, compared to \$38.7 million in 2005. 2005 includes the impact of a non-cash write-down of goodwill and intangible assets of \$5.7 million, related to the Company's demolition segment. In the third quarter of each year the Company performs its annual test for impairment of goodwill. In 2005, Great Lakes renegotiated its compensation arrangements with the president of its demolition segment. As a result of the increased incentive compensation to be paid in the future, Great Lakes revised future performance



expectations for this segment, and wrote down the value of goodwill and certain intangible assets related to the segment by \$5.7 million, which impacted the 2005 quarter. There was no impairment in 2006. 2006 expense included \$0.6 million of expense for legal fees and other costs related to the provision of documents in response to the Department of Justice's subpoena, a significant decrease compared to 2005 expense of \$2.9 million. This decrease is a result of the minimal activity related to this matter throughout 2006. This matter is discussed further in "Legal Proceedings."

Operating income for the dredging segment was \$21.9 million, up \$6.7 million over 2005 operating income of \$15.2 million. This is due to improved margins on projects performed throughout year. Demolition operating income was \$3.7 million in 2005 compared to operating loss of \$2.5 million in 2005. The increase in 2006 for NASDI was a result of the negative impact from the impairment of goodwill and intangibles of \$5.7 million discussed above in 2005.

The Company's net interest expense for the year ended December 31, 2006 totaled \$24.3 million compared to \$23.1 million in 2005. Included in interest expense is \$1.4 million in deferred financing fees that were written off as a result of the Aldabra Merger. Additionally, a decrease in the Company's average debt outstanding offset an increase in the underlying interest rates.

As a result of its 2006 net income, the Company incurred income tax expense of \$1.0 million. In 2005, the Company had an income tax benefit of \$1.3 million. Tax expense in 2006 resulted from the return to profitability but was offset by an increase in work performed in foreign locations that have more favorable tax rates.

For the year ended December 31, 2006, the Company generated net income of \$2.2 million compared to a net loss of \$6.9 million for the year ended December 31, 2005. 2006 generated net income as a result of improved margins on work performed throughout the year and the 2005 net loss included the \$5.7 million non-cash write-down of goodwill and intangible assets.

#### **Year Ended December 31, 2005 Compared to Year Ended December 31, 2004**

The Company's revenues for 2005 were \$423.4 million, representing an increase of \$72.5 million, or 20.7%, compared to 2004 revenues of \$350.9 million. The increase in revenues was driven by the increase in domestic dredging utilization from performing certain capital projects in backlog that the Corps had postponed in 2004, coupled with an increase in bidding activity as well as an increase in activity from the demolition business. The Company experienced improved equipment utilization and increased revenue throughout the year.

The Company's 2005 gross profit margin was 12.1%, which improved from the 2004 level of 10.2%. The improvement in 2005's gross profit margin was primarily attributable to the mix of projects performed during the year, including more capital work with improved margins and the decreased impact of fixed costs relative to the increased level of utilization for the year.

Dredging revenues were \$374.3 million in 2005, an increase of \$60.5 million over 2004 revenue. Detail of the revenue increase is below. Dredging gross profit was 11.6% in 2005 compared to 9.4% in 2004. Again, this is due to increased fleet utilization throughout the year as more work in backlog was performed and the bid market continued to strengthen.

- Domestic capital dredging revenues increased \$19.5 million, or 13.7%, to \$161.2 million in 2005 from \$141.7 million in 2004. As mentioned above, the increase resulted in part from the Corps' funding capital projects that were in the Company's backlog but had been previously postponed, including work at the Company's projects in Brunswick, Georgia and Wilmington, North Carolina. The Company also performed work on capital projects in Miami, Florida, Arthur Kill, New York and Oakland, California.

- The Company's 2005 revenues from beach nourishment projects of \$92.8 million were significantly greater than the 2004 level of \$51.3 million. The 2005 beach bid market was \$297 million, well in excess of the prior five year historical annual average of approximately \$114 million. Much of the 2005 beach work was funded by an emergency supplemental bill passed in 2004 to pay for damage from the severe hurricane season experienced in 2004, particularly along the coasts of Florida.
- Revenues from maintenance projects in 2005 increased \$15 million, or 26.9%, to \$73.0 million compared to \$58.0 million in 2004. The 2005 maintenance market was on par with the prior five year historical annual average markets. The Company's portion of revenues generated from maintenance work fluctuates depending on the Company's availability of equipment for such work.
- Revenues from foreign dredging operations in 2005 totaled \$47.4 million, which is down \$15.5 million, or 24.6% from 2004 revenues of \$62.9 million, as the Company completed one large project in Bahrain and began a second sizable job in the same country.

NASDI's 2005 demolition revenues of \$49.1 million, increased \$12.0 million, or 32.3%, over 2004 revenues of \$37.1 million. The demolition sector had solid activity in 2005 with an increase in both the number of projects and the number of larger projects (in the range of \$1 to \$5 million). The gross profit margin attributable to NASDI's demolition business stayed consistent at 16.4% compared to 16.8% in 2004.

For the year ended December 31, 2005, general and administrative expenses totaled \$38.7 million, compared to \$33.5 million in 2004. 2005 includes the impact of a non-cash write-down of goodwill and intangible assets of \$5.7 million, related to the Company's demolition segment. Although NASDI has shown improvement in earnings during 2005 and is expected to continue to achieve positive cash flows in the future, Company management does not believe it will meet the future returns contemplated when the goodwill was originally allocated through purchase accounting in 2003. These downward revised projections for the demolition business are attributable to higher anticipated incentive compensation required to retain its key manager. Included in both years' expense is amortization of intangibles, which decreased in 2005 to \$0.8 million from \$4.2 million in 2004 due to the relatively short term nature of the most significant intangibles, recorded in purchase accounting in 2003. In addition, both 2005 and 2004 include significant expense of \$2.9 and \$2.3 million respectively, for legal fees and other costs related to the provision of documents in response to the Department of Justice's subpoena. 2004 expense also includes \$1.3 million for the settlement cost of litigation related to NASDI. Therefore, excluding the incremental costs in each year, the Company's 2005 general and administrative expenses would have been approximately \$3.9 million greater, primarily as a result of increased incentive compensation, driven by the improvement in the Company's dredging segment, along with the additional incentive compensation recorded by the Company's demolition segment.

Operating income for the dredging segment was \$15.2 million, up \$13.7 million over 2004 operating income of \$1.5 million. This is due to the increased revenue in 2005 primarily from the increased utilization throughout the year. Demolition operating loss was \$2.5 million in 2005 compared to operating income of \$0.9 million in 2004. Although NASDI had a strong year and significantly increased revenue, the impairment of goodwill and intangibles write-down of \$5.7 million discussed above negatively impacted operating income.

The Company's net interest expense for the year ended December 31, 2005 totaled \$23.1 million compared to \$20.3 million in 2004. The increase was due to the higher underlying interest rates and larger spreads on the Company's variable rate debt.

As a result of its 2005 net operating loss, the Company generated an income tax benefit of \$1.3 million. In 2004, the resulting income tax benefit was \$4.4 million.

For the year ended December 31, 2005, the Company incurred a net loss of \$6.9 million compared to a net loss of \$11.1 million for the year ended December 31, 2004. The 2005 net loss, which includes the \$5.7 million non-cash write-down of goodwill and intangible assets, is improved over the 2004 net loss primarily due to the increased utilization and gross margins as described above.

### **Bidding Activity and Backlog**

The Company's contract backlog represents management's estimate of the revenues that will be realized under the portion of the contracts remaining to be performed. Such estimates are subject to fluctuations based upon the amount of material actually dredged as well as factors affecting the time required to complete the job. In addition, because a substantial portion of the Company's backlog relates to government contracts, the Company's backlog can be canceled at any time without penalty; however, the Company can generally recover the actual committed costs and profit on work performed up to the date of cancellation. Consequently, backlog is not necessarily indicative of future results. The Company's backlog includes only those projects for which the customer has provided an executed contract.

### ***Bidding Activity and Backlog for the Three Months Ended March 31, 2007***

The first quarter 2007 domestic dredging bid market, representing work awarded during the period, totaled \$116.5 million. While the size of the first quarter bid market was disappointing it is not necessarily predictive of the full year bid market. The unevenness of the bid market and the timing of when a large project comes out to bid can sway one quarter significantly. For example, in the 2007 first quarter Great Lakes was low bidder on a \$64 million project in New Jersey that had not been awarded by quarter end. This project will be included in the second quarter bid market when the project is awarded. Generally, the letting of beach and capital projects is continuing to suffer the impact of the Corps' funding issues. However, what has offset this is state and local authorities and other federal agencies developing funding to protect vital tourism, beachfront property investments, and the Louisiana coastline, a trend management believes will continue in the future. In addition, the active market for new LNG terminals, as well as other private port development, has produced privately funded demand for dredging work which the Company believes should fill the void in capital work caused by the Corps' funding difficulties. During the first quarter of 2007, the largest capital project awarded to a competitor for \$42 million was from a non-Corps source.

Dredging backlog at March 31, 2007 was \$267.2 million. This compares to \$352.6 million at December 31, 2006 and \$204.1 million at March 31, 2006. Consistent with prior periods, the majority of the Company's March 31, 2007 dredging backlog, \$219.0 million, is comprised of domestic and foreign capital dredging work, including a continuing domestic deepening project in Brunswick, Georgia and three overseas land reclamation projects in Bahrain. A combination of a smaller bid market and a strong revenue generating quarter resulted in the Company reducing its backlog in the first quarter. The Company's March 31, 2007 beach backlog, totaling \$38.9 million, continues to represent a solid level and is consistent with the 2006 period. The Company's maintenance backlog totaled \$8.6 million at March 31, 2007, which is a significant decrease over last quarter as much of the maintenance work in backlog was substantially completed in the first quarter. In addition, the Company's March 31, 2007 recorded backlog does not reflect approximately \$256 million of low bids pending award and additional phases ("options") pending on projects currently in backlog. For example, the Port Jersey, New Jersey project of \$64 million noted above is expected to be awarded in the second quarter of 2007 and contract options of approximately \$156 million are expected to be awarded for the second phase of the Diyaar land reclamation contract in the next 12 to 18 months. Demolition services backlog was \$15.2 million at March 31, 2007 compared to \$16.6 million at December 31, 2006 and \$13.8 million at March 31, 2006.

## ***Bidding Activity and Backlog for the Year Ended 2006***

*Dredging.* The domestic dredging bid market for the 2006 year totaled just over \$714 million and was on par with the last two years. While last year the beach market surged to almost \$300 million, with the special appropriations related to hurricane damage, this year it returned to a more typical level of \$126 million. At the same time, the maintenance work let this year continued to increase, reaching almost \$350 million compared with an average of \$260 million for last three years. Capital work increased as well with the addition of private LNG terminal development projects. Great Lakes' share of the overall market in 2006 was 36%, which is in line with historical averages over the last five years.

The Company's dredging backlog at December 31, 2006 totaled \$352.6 million, which compares to \$260.8 million at December 31, 2005.

Approximately 20% of the Company's year-end dredging backlog of \$352.6 million consists of domestic capital dredging work, which will be substantially performed in 2007. Only three federally funded capital projects were awarded in 2006 with a total value of \$137 million. While this is more Deep Port work than came out in 2005, the size of these traditionally large projects has shrunk. In 2006, the Corps began bidding projects that include a base amount of work which can be more easily funded, plus options for additional work that can be awarded as more funds are released. The problem for Great Lakes and the industry overall is the scheduling of equipment and forecasting utilization because the contractor has to commit and reserve equipment for a scope of work that may never be awarded. The 2006 market also included other capital projects not funded by the federal government valued at approximately \$112 million and the Company won 56%, or \$62 million, of this work.

Beach backlog decreased slightly to \$56.0 million in 2006 from \$61.4 million at the end of 2005. The 2006 beach nourishment bid market totaled \$126 million, which is below the average bid market over the last five years of \$147 million, primarily due to the record bid market of \$297 million in 2005. Exclusive of this anomaly in 2005, the 2006 bid beach bid market was solid. The Company won \$72 million, or 57%, of this work. While the 2005 beach nourishment market clearly benefited from the supplemental federal funding passed in 2004, the 2006 Corps' funding was minimal. Fortunately, more beach communities have taken over the responsibility for developing funding sources to meet their beach nourishment needs and are putting out their own projects for bid. Great Lakes completed over \$80 million of beach work in 2006 for non-federally funded customers.

Maintenance backlog was \$39.7 million at the end of 2006, a significant increase from \$14.9 million at the end of 2005. The 2006 maintenance bid market totaled \$342 million, which is well above the average maintenance market over the last five years of \$273 million. Despite the Corps' chronic funding issues, maintenance work continues to be put out to bid and provides steady work. The Company's share of the 2006 market was 34%.

Foreign capital backlog increased to \$185 million at the end of 2006 compared to \$90 million at the end of 2005. This increase is due to the addition of the Diyaar land reclamation project in Bahrain. Phase one of the project has been awarded with revenues of approximately \$150 million to Great Lakes. Work began on this project in the fourth quarter of 2006. Phase one will require approximately three years to complete. The second phase, which can be awarded by the customer any time prior to June of 2009, would also result in revenue of approximately \$150 million to Great Lakes if awarded and will take an additional two years to complete.

*Demolition.* The Company's demolition backlog at December 31, 2006 totaled \$16.6 million, which compares to \$17.4 million at December 31, 2005. The 2006 year-end backlog includes five new projects each valued in excess of \$1 million and a typical complement of mid-size projects. With an improved economy in the New England area, NASDI anticipates opportunities to bid on a number of larger projects over the next year, increasing the potential for improved volume and margins in this segment.

## Changes in Financial Condition

As discussed in the notes to the consolidated financial statements, the Company accounted for the acquisition of Great Lakes Dredge & Dock Corporation by MDP as a purchase, in accordance with SFAS No. 141, "Business Combinations." This resulted in a new basis of accounting, effective December 31, 2003, at which point the Company reflected its assets and liabilities at fair value. The excess of the purchase price paid over the net assets acquired was allocated primarily to property and equipment and other intangible assets, and deferred taxes related thereto, with the remaining excess recorded as goodwill. Each year the Company performs its annual assessment for the impairment of goodwill and intangibles. As previously noted, in 2005 a \$5.7 million non-cash write-down was recorded related to the goodwill and intangibles in the demolition business that had been established as a result of the 2003 purchase price allocation. There was no impairment in 2006.

The Company's operations were previously held by GLDD Acquisitions Corp., which merged with a subsidiary of Aldabra Acquisition Corporation on December 26, 2006. Aldabra was formed for the purpose of raising capital through an initial public offering with the intent to use the proceeds to merge with a business to build long term value. Under the terms of the Agreement and Plan of Merger entered into on June 20, 2006, the stockholders of GLDD Acquisitions Corp. received 28,906,189 shares of Aldabra stock in exchange for all common and preferred stock outstanding. Aldabra then merged into an indirect wholly-owned subsidiary and, in connection with this holding company merger, the stockholders of Aldabra, including the former GLDD Acquisitions Corp. stockholders, received stock in a new holding company that was subsequently renamed "Great Lakes Dredge & Dock Corporation."

Prior to this offering, the Company is owned approximately 46% by MDP, and approximately 3% by Great Lakes' management, with the remaining shares held by the former Aldabra shareholders. At December 31, 2006, 516,658 of shares were held in escrow pending the delivery of closing financial statements of GLDD Acquisitions Corp. and the final determination of the working capital and net indebtedness amounts. Such shares were released from escrow following finalization of these amounts. An additional 120,511 shares were issued to the former GLDD Acquisitions Corp. shareholders as a result of the post-closing adjustment.

## Market Outlook

The Company continues to review developments regarding the passage of a new WRDA authorization bill for this year. The Water Resources Development Act ("WRDA") is the legislation under which Congress authorizes capital port deepening dredging projects. Both the House and the Senate recently passed the bill which is now being reconciled in committee before it is sent on for final approval. The important positives for the industry included in the current WRDA bill are authorization of various additional harbor deepening projects and the approval of numerous priority projects under the Louisiana Coastal Restoration Plan. While passage of this bill will not alleviate the current funding issues for all dredging work, a new authorization bill would provide support for continuing Deep Port projects in the future.

For the near term, the Corps will be hampered through the remainder of its fiscal year as the government will operate without a budget under a continuing resolution. As a result, the Company expects the Corps to continue utilizing the base plus option bidding structure to get work out this year. The problem for Great Lakes and the industry overall is the scheduling of equipment and forecasting utilization since the contractor has to commit and reserve equipment for a scope of work that may never be awarded.

Despite these funding concerns, the Company is optimistic that there will be additional port deepening capital work put out this year. As noted above, Great Lakes bid and won a \$64 million deepening project in Port Jersey, New Jersey that is pending award. Also, the Company is tracking

planned future port developments including another phase of the New York Harbor 50' deepening project; two deepening projects in Portland, Oregon; a port expansion project in Jacksonville Harbor, Florida, and several port expansion projects in the Tampa area which in the aggregate could generate over \$200 million of bidding opportunities for the market in 2007. Additionally, outside of WRDA, the Company anticipates that four Louisiana wetland and coastal restoration projects totalling approximately \$100 million are scheduled to be put out for bid in 2007.

On the private capital work front, Great Lakes signed a contract for \$26.0 million for dredging work for a port expansion in Freeport, The Bahamas. The Company also continues to follow numerous LNG related and other port expansion projects that should provide a sizable amount of capital work to supplement the work put out by the Corps. If even a small portion of these planned facilities happen, it will continue to be a boost for the industry for the next several years.

With respect to the beach nourishment market, there is a mix of both federally and privately funded contracts that the Company believes should produce a better 2007 bid market than last year's total of \$126 million.

While the Corps is funding approximately 50% of the \$150 million of projects expected to be bid in 2007, the Company views the large amount of funding from state and local authorities to be a continued positive trend.

The Company believes that international dredging work will continue to be an important source of revenue for the Company. The international work currently in backlog is sufficient to occupy the equipment presently in Bahrain into 2009 and beyond. Further the Company anticipates that additional opportunities will continue to materialize that could support more equipment in the region.

In April of 2007, Great Lakes entered into agreements to purchase two dredges from C.F. Bean LLC: a 6,400 cubic yard hopper dredge to be named the "Terrapin Island," and a hydraulic dredge, the "Meridian." Great Lakes then assigned its right to purchase the Meridian to Weeks Marine, Inc. in exchange for the right to purchase from Weeks a larger hydraulic dredge subsequently named the "Ohio." The acquisition of the Ohio and attendant plant was completed on April 25, 2007 for a total purchase price of \$13.6 million, and Great Lakes plans to spend approximately \$18 million to modify this dredge, with all amounts to be funded under its revolving credit facility or cash on hand. The Terrapin Island purchase was completed on June 15, 2007. The Company funded the \$25.5 million purchase price through revolver borrowings, which it subsequently refinanced through a long-term operating lease arrangement.

The Terrapin Island has historically had a high utilization rate and will augment Great Lakes' fleet of versatile hopper dredges, while the Ohio's larger size will allow Great Lakes to modify this vessel to create a world class hydraulic cutterhead dredge well suited for high margin capital and offshore beach nourishment work. Great Lakes intends to employ both vessels as soon as practicable, most likely during the last four months of 2007 and at some point over the next two years, Great Lakes anticipates that the Ohio will be taken out of service for a period of time to complete the modifications to the dredge. Based on its prior equipment acquisition experience, Great Lakes believes it will be able to efficiently integrate both the Terrapin Island and the Ohio to generate incremental revenues and earnings consistent with Great Lakes' historical margin levels for dredges of this type and size. Through the acquisition from Bean, who has since effectively exited the U.S. market, Great Lakes has strengthened its market position by assuming capacity previously controlled by a significant domestic competitor.

## Liquidity and Capital Resources

### Historical

The Company's principal sources of liquidity are cash flow generated from operations and borrowings under its senior credit facility (see Note 11, "Long-term Debt" in the Notes to Consolidated Financial Statements). The Company's principal uses of cash are to meet debt service requirements, finance its capital expenditures, provide working capital and meet other general corporate purposes.

The Company's net cash flows from operating activities for the three months ended March 31, 2007 totaled \$1.0 million, compared to \$4.1 million for the three months ended March 31, 2006. The fluctuation between periods results primarily from normal increases or decreases in the level of working capital relative to the level of operational activity. Additional working capital is needed to fund increases in operations and working capital is released when operational levels fall. In addition, \$3.8 million in expenditures for the conversion of the dredge Long Island which were payable at December 31, 2006 were paid in the first quarter of 2007. This cash outflow is reflected in investing activities. The conversion of that dredge was funded through a sale leaseback in the fourth quarter of 2006.

As a result of the recent funding shortages for Corps projects, many of the contracts being issued are smaller and therefore of shorter duration than in the past. Also, more restrictive environmental controls on borrow area locations, where sand and fill are taken for beach nourishment and land reclamations, are requiring ever longer pumping distances. To improve mobilization times between projects the Company increased its investment in inventory of pipe by approximately \$1.2 million in the first quarter.

The Company's net cash flows used in investing activities for the three months ended March 31, 2007 totaled \$5.4 million, compared to \$6.3 million for the three months ended March 31, 2006. The use of cash relates primarily to equipment acquisitions and capital improvements to existing equipment. Included in the 2007 spending is \$3.8 million for overhaul of the Hopper Dredge Long Island noted above. Offsetting the capital expenditures was \$1.7 million received from the repayment of the loan that was provided to build out the new facility occupied by the demolition business and owned by the president of NASDI.

The Company's net cash flows from financing activities for the three months ended March 31, 2007 totaled \$1.0 million, and includes a \$3.0 million increase in net borrowings under the revolver necessary to fund working capital needs in 2007 and \$1.0 million received upon exercise of warrants to purchase the Company's Common Stock. This compares to \$2.1 million of cash from investing for the three months ended March 31, 2007. The Company had \$29.0 million of borrowing availability at March 31, 2007.

The Company's net cash flows provided by operating activities for the years ended December 31, 2006, 2005 and 2004 totaled \$33.9 million, \$10.3 million and \$17.4 million, respectively. The increase in 2006 is a result of improved earnings as well as temporary reduction in working capital on favorable contract billing terms. The decrease in 2005 compared to 2004 was a result of the differing levels of activity. The increased activity in 2005 used cash versus the 2004 decline in activity. In 2006, 2005 and 2004, the Company also received distributions from its equity joint ventures totaling \$0.6 million \$1.6 million and \$1.9 million, respectively. In 2004, the Company's cash flows from operations benefited from the receipt of income tax refunds.

The Company's net cash flows used in investing activities for the years ended December 31, 2006, 2005 and 2004 were \$21.5 million, \$7.2 million and \$11.4 million, respectively. The use of cash relates primarily to equipment acquisitions, offset by proceeds on the sale of equipment. In 2006, the Company incurred capital expenditures of \$29.8 million. Capital spending included \$10.4 million related to the conversion of the dredge Long Island into a material re-handling barge and in December it was sold

for \$12 million and leased back under a long term operating lease arrangement. A deferred gain was recorded and will be recognized over the life of the lease. Also, included in the years total spending was \$3.9 million for the purchase of the dredge Victoria Island and two scows upon exercise of the early buy-out options related to the long term operating lease arrangements of these vessels. NASDI's spending also increased from prior years related to leasehold improvements for a new office and garage facility on which \$1 million was spent. In 2005, the Company incurred capital expenditures of \$12.7 million. This was offset by proceeds of \$5.5 million, of which \$4.4 million was for a rock barge that was constructed in 2005 and then sold and leased back under an operating lease. No gain was recognized on this transaction. In 2004, the Company incurred capital expenditures of \$23.1 million. This was offset by proceeds of \$10.3 million, which included \$4.6 million for a rock barge that was constructed in 2004 and then sold and leased back under an operating lease, \$4.7 million for capital improvements on the Company's mechanical dredges that were reimbursed and financed by the lessor, and proceeds for other miscellaneous equipment disposals.

The Company's net cash flows used in financing activities for the years ended December 31, 2006, 2005 and 2004 were \$9.4 million, \$4.5 million and \$6.8 million, respectively. In 2006, a voluntary prepayment of \$3.0 million was made on the Tranche B Term Loan facility. Additionally, as a result of the merger with Aldabra, the Company received \$48.7 million in net proceeds that were used to pay off its senior bank facility Term Loan B. Previous years' cash flows primarily related to scheduled payments under the Company's senior Equipment Term Loan and voluntary prepayments made under the Company's senior bank facility Term Loan B of \$3.5 million and \$2.5 million, respectively. In 2004, the Company also incurred financing fees of \$1.1 million to obtain an amendment to its credit agreement with its senior secured lenders ("Credit Agreement") and Equipment Term Loan (collectively, "Senior Credit Agreements"), as discussed below.

### **Prospective**

On June 12, 2007, the Company entered into a new credit agreement (the "Credit Agreement") with LaSalle Bank National Association, as Swing Line Lender, Sole Lead Arranger and Administrative Agent, and the financial institutions party thereto as lenders. The new Credit Agreement, which refinanced and replaced the Company's former credit agreement, provides for a revolving credit facility of up to \$155.0 million in borrowings and includes sublimits for the issuance of letters of credit and swingline loans. The revolving credit facility matures on June 12, 2012. The revolving credit facility bears interest at rates selected at the option of Great Lakes, currently equal to either LIBOR plus an applicable margin or the Base Rate plus an applicable margin. The applicable margins for LIBOR loans and Base Rate loans are currently 2.50% and 0.75%, respectively. Beginning on December 12, 2007, the applicable margins are subject to adjustment based upon the Company's ratio of total debt to EBITDA (each as defined in the Credit Agreement). The Credit Agreement also requires the payment of a 0.50% non-use fee. The obligations of Great Lakes under the Credit Agreement are unconditionally guaranteed by its direct and indirect domestic subsidiaries. The obligations under the Credit Agreement are secured by a perfected first priority lien on certain equipment of Great Lakes' subsidiary, Great Lakes Dredge & Dock Company, LLC ("GLDD Company"); a perfected second priority lien on certain other equipment of GLDD Company, subject to a perfected first priority lien in favor of Great Lakes' bonding company; a perfected first priority lien on the inter-company receivables of Great Lakes and its direct and indirect domestic subsidiaries and having an equal priority to the liens of Great Lakes' bonding company; and a perfected second priority lien on the accounts receivable of Great Lakes and its direct and indirect subsidiaries that relate to bonded projects. The Credit Agreement contains various covenants and restrictions including (i) limitations on dividends to \$5 million per year, (ii) limitations on redemptions and repurchases of capital stock, (iii) limitations on the incurrence of indebtedness, liens, leases and investments, and (iv) maintenance of certain financial covenants. As of June 30, 2007, the Company had \$49 million of borrowings outstanding on the revolver, \$30.6 million letters of credit outstanding and \$75.4 million of availability on the facility.



On June 12, 2007, Great Lakes also entered into a fourth amendment to third amended and restated underwriting and continuing indemnity agreement (the "Fourth Amendment") with its bonding company. The Fourth Amendment provides, among other things, for new equipment collateral securing the obligations under the Company's bonding agreement and permits the Credit Agreement and related collateral securing the obligations under the Credit Agreement.

Great Lakes has a \$24 million International Letter of Credit Facility with Wells Fargo HSBC Trade Bank. This facility is used for performance and advance payment guarantees on foreign contracts, including the Diyaar contract. The obligations under the agreement are guaranteed by the Company's foreign accounts receivable. In addition, the Export-Import Bank of the United States ("Ex-Im") has issued a guarantee under Ex-Im Bank's Working Capital Guarantee Program which covers 90% of the obligations owing under the facility. The Company had \$18.5 million of letters of credit issued under this facility at June 30, 2007.

On June 19, 2007, Great Lakes issued a notice of redemption to the holders of its outstanding warrants to purchase shares of its common stock. The agreement governing the warrants provides that the Company is entitled to redeem the warrants if the last trading price of its common stock is at least \$8.50 per share for any 20 trading days within a 30 trading day period ending three business days before the notice of redemption is sent. The redemption date for the warrants was July 19, 2007. All of the warrants were exercised or redeemed as of the redemption date. We are using a portion of the proceeds to repay the balance of the outstanding indebtedness under our revolving senior credit facility and will use the remaining proceeds for identified efficiency enhancements to existing equipment, potential new equipment acquisitions and general corporate purposes.

Subject to certain considerations, the Company anticipates paying quarterly cash dividends of \$1 million per quarter to holders of its common stock beginning in the fourth quarter of 2007. The declaration and payment of dividends will be at the discretion of the Company's board of directors and will depend on many factors, including general economic and business conditions, the Company's strategic plans, its financial results and condition, legal requirements, including restrictions and limitations contained in its senior credit facility and the indenture relating to its senior subordinated debt, and other factors as the Company's board of directors deems relevant. Accordingly, the Company cannot assure that it will pay any such dividend. Furthermore, the Company cannot make any assurances as to the size of any such dividend or that any such dividend, if declared, would continue in future quarters.

The Company believes its anticipated cash flows from operations, proceeds from the exercise of the warrants, and availability under its new revolving credit facility will be sufficient to fund the Company's operations, capital expenditures, expected debt service requirement and anticipated payment of dividends for the next 12 months.

Beyond the next twelve months, the Company's ability to fund its working capital needs and, planned capital expenditures, expected debt service requirement and anticipated payment of dividends, and to comply with all of the financial covenants under its new senior credit agreement and bonding agreement, depends on its future operating performance and cash flow, which in turn, are subject to prevailing economic conditions and to financial, business and other factors, some of which are beyond the Company's control.



bonds valued at approximately \$289.8 million; however, the revenue value remaining in backlog related to these projects totaled approximately \$168.4 million.

Certain foreign projects performed by the Company have warranty periods, typically spanning no more than three to five years beyond project completion, whereby the Company retains responsibility to maintain the project site to certain specifications during the warranty period. Generally, any potential liability of the Company is mitigated by insurance, shared responsibilities with consortium partners, and/or recourse to owner-provided specifications.

The Company considers it unlikely that it would have to perform under any of these aforementioned contingent obligations and performance has never been required in any of these circumstances in the past.

#### **Quantitative and Qualitative Disclosures about Market Risk**

A portion of the Company's current dredging operations are conducted outside of the U.S., primarily in the Middle East. It is the Company's policy to hedge foreign currency exchange risk on contracts denominated in currencies other than the U.S. dollar, if available. Currently, the majority of the Company's work is in Bahrain where the currency is the Bahraini Dinar that is linked to the U.S. dollar. Therefore, the Company has not purchased any forward exchange contracts for trading purposes and has none outstanding at December 31, 2006 or 2005.

The Company's obligations under its Senior Credit Agreements expose its earnings to changes in short-term interest rates since interest rates on this debt are variable. If the variable interest rates on the Company's outstanding debt were to increase in 2007 by 10% from the rates at December 31, 2006, assuming scheduled principal payments are made, interest expense would increase by \$0.2 million.

At December 31, 2006 and 2005, the Company had long-term senior subordinated notes outstanding with a recorded book value of \$175.0 million. The fair value of these notes, which bear interest at a fixed rate of 7.75%, was \$168.0 million at December 31, 2006 based on quoted market prices. Assuming a 10% decrease in interest rates from the rates at December 31, 2006 the fair value of this fixed rate debt would have increased to \$177.2 million.

In February 2004, the Company entered into an interest rate swap arrangement, which in July 2006 was extended until December 2013, to swap a notional amount of \$50.0 million from a fixed rate of 7.75% to a floating LIBOR-based rate in order to manage the interest rate paid with respect to the Company's 7.75% senior subordinated notes. The fair value liability of the swap at December 31, 2006 and 2005 was \$1.5 million and \$1.6 million, respectively. Assuming a 10% increase in interest rates at December 31, 2006, the fair value of the swap would decline to \$2.6 million.

A significant operating cost for the Company is diesel fuel, which represents approximately 11.5% of the Company's costs of contract revenues. The Company uses fuel commodity forward contracts, typically with durations of less than two years, to reduce the impacts of changing fuel prices on operations. The Company does not purchase fuel hedges for trading purposes. Based on the Company's 2007 projected domestic fuel consumption, a ten cent increase in the average price per gallon of fuel would increase its fuel expense by less than \$0.1 million, after the effect of fuel commodity contracts in place as of December 31, 2006. At December 31, 2006 and 2005, the Company had outstanding arrangements to hedge the price of a portion of its fuel purchases related to domestic dredging work in backlog, representing approximately 81% of its anticipated domestic fuel requirements for 2006.

## Organization

Great Lakes is the largest provider of dredging services in the United States. The Company was founded in 1890 as Lydon & Drews Partnership and contracted its first project in Chicago, Illinois. The Company changed its name to Great Lakes Dredge & Dock Company in 1905 and was involved in a number of marine construction and landfill projects along the Chicago lakefront and in the surrounding Great Lakes region.

On April 24, 2001, the Company purchased 80% of the capital stock of North American Site Developers, Inc. ("NASDI"), a demolition services provider located in the Boston, Massachusetts area. In 2003, the Company increased its ownership in NASDI to 85%. One NASDI management stockholder retains a 15% non-voting interest in NASDI. With the acquisition of NASDI, the Company began operating in two reportable segments: dredging and demolition. Financial information about the Company's segments is provided in Note 16, "Segment information" in the Notes to Consolidated Financial Statements.

On December 22, 2003, Madison Dearborn Capital Partners IV, L.P., an affiliate of Chicago-based private equity investment firm Madison Dearborn Partners, LLC, acquired control of Great Lakes from its former owner, Vectura, for approximately \$361.6 million, including fees and expenses, in a transaction accounted for as a purchase. The acquisition was effected by a new company established for this purpose, GLDD Acquisitions Corp., which acquired 100% of the equity securities of the Company. As a result, certain members of Great Lakes Dredge & Dock Corporation's management owned approximately 15% of outstanding common stock of GLDD Acquisitions Corp. and MDP and certain of its co-investors owned the remaining 85%.

On December 26, 2006, GLDD Acquisitions Corp. merged with a subsidiary of Aldabra Acquisition Corporation. Aldabra was formed for the purpose of raising capital through an initial public offering with the intent to use the proceeds to merge with a business to build long term value. Under the terms of the Agreement and Plan of Merger entered into on June 20, 2006, the stockholders of GLDD Acquisitions Corp. received 28,906,189 shares of Aldabra common stock in exchange for all of GLDD Acquisitions Corp.'s common and preferred equity. Aldabra then merged into an indirect wholly-owned subsidiary and, in connection with this holding company merger, the stockholders of Aldabra, including the former GLDD Acquisitions Corp. stockholders, received stock in a new holding company that was subsequently renamed "Great Lakes Dredge & Dock Corporation."

## Dredging Operations

Dredging generally involves the enhancement or preservation of navigability of waterways or the protection of shorelines through the removal or replenishment of soil, sand or rock. The U.S. dredging market consists of three primary types of work: capital, beach nourishment and maintenance. The Company's bid market is defined as the population of domestic projects on which it bid or could have bid if not for capacity constraints ("bid market"). Across the three segments of the dredging industry, the Company achieved the leading U.S. market share of projects awarded within its bid market, averaging 37% over the last three years. In addition, the Company is the only U.S. dredging service provider with significant international operations. Foreign contracts accounted for an average of 18% of its dredging contract revenues over the last three years. The Company's fleet of 25 dredges, 25 material transportation barges, two drillboats, and numerous other specialized support vessels is the largest and most diverse fleet in the U.S. The Company estimates the replacement cost of its fleet to be in excess of \$1.0 billion in the current market.

## **Domestic Dredging Operations**

Over its 117-year history, the Company has grown to be a leader in each of its primary dredging activities in the U.S.

*Capital (approximately 34% of 2006 dredging revenues).* Capital dredging projects are primarily port expansion projects, which involve the deepening of channels to allow access by larger, deeper draft ships and the providing of land fill for building additional port facilities. Capital projects also include other land reclamations, trench digging for pipes, tunnels and cables, and other dredging related to the construction of breakwaters, jetties, canals and other marine structures. Although capital work can be impacted by budgetary constraints and economic conditions, these projects typically generate an immediate economic benefit to the ports and surrounding communities. The Company's bid market share of total U.S. capital projects averaged 41% over the last three years.

The U.S. capital market includes port deepening projects authorized under WRDA. Without significant deepening efforts, many major U.S. ports risk losing their competitive position as a result of being unable to accommodate larger cargo vessels. The WRDA legislation provides the authorization for federal funding for the deepening of these major domestic ports. While deep port work has historically comprised a substantial portion of past bid markets, in the last three years, deep port work has only averaged 21% of the bid market (see discussion below). The Company still obtains a large share of the deep port projects, winning an average of 44% over the last three years.

*Beach Nourishment (approximately 25% of 2006 dredging revenues).* Beach nourishment projects generally involve moving sand from the ocean floor to shoreline locations when erosion has progressed to a stage that threatens substantial shoreline assets. Beach nourishment is often viewed as a better response to erosion than trapping sand through the use of sea walls and jetties, or relocating buildings and other assets away from the shoreline. Beach nourishment also facilitates shoreline real estate development and recreational activities. Generally, beach nourishment projects take place during the fall and winter months to minimize interference with bird and marine life migration and breeding patterns and coastal recreation activities. The Company's bid market share of U.S. beach nourishment projects averaged 44% over the last three years.

*Maintenance (approximately 18% of 2006 dredging revenues).* Maintenance dredging consists of the re-dredging of previously deepened waterways and harbors to remove silt, sand and other accumulated sediments. Due to natural sedimentation, active channels generally require maintenance dredging every one to three years, thus creating a recurring source of dredging work that is typically non-deferrable if optimal navigability is to be maintained. The Company's bid market share of U.S. maintenance projects averaged 28% over the last three years.

## **Foreign Dredging Operations (approximately 23% of 2006 dredging revenues)**

Foreign capital projects typically relate to land reclamations, channel deepening and port infrastructure development. Great Lakes targets international opportunities that are well suited to its equipment and where it faces reduced competition from its European competitors. Maintaining a presence in foreign markets has enabled Great Lakes to diversify, particularly during periods of decreased domestic demand. Over the last ten years, Great Lakes has performed dredging work in Europe, the Middle East, Africa, India, Mexico and South America. Most recently, Great Lakes has focused its efforts on the opportunities in the Middle East, where it has cultivated a niche market by developing close customer relationships with major developers and seeking contracts well suited to the size of its vessels. Great Lakes' dredging contracts in the Middle East have a longer duration than those in the U.S., and as a result, Great Lakes has increased visibility with regard to future revenue and fleet utilization. Foreign projects accounted for approximately 18% of the Company's dredging revenues over the past three years.

The Company believes that the following factors are important drivers of the demand for dredging services in the U.S. market:

- *Deep port capital projects.* Historically, the average controlling depth of the ten largest U.S. ports has been 45 feet compared to over 50 feet for the ten largest non-U.S. ports worldwide. Without continuing significant deepening efforts, most major U.S. ports risk being unable to accommodate the larger cargo vessels increasingly in use throughout the world, which renders them less competitive with deeper ports. Funding for port deepening projects authorized under the WRDA had represented an average of 35% of the market for the three year period of 2002 to 2004 but has declined over the last three years to 21% due to the funding issues of the Corps as discussed below. However, the Company continues to believe that port deepening work will provide significant opportunities for the domestic dredging industry over at least the next ten years.
- *Substantial need for beach nourishment.* Beach erosion is a continuous problem and there is a growing awareness among state and local governments as to the importance of beachfront assets to the multi-billion dollar tourism and coastal real estate industries. Beach nourishment projects are generally funded by both federal and state and local monies; therefore, a downturn in the economy can impact the amount of available funding, particularly from state and local sources. The recent annual beach bid markets, however, have grown due to the effects of severe storm activity, particularly in Florida. The annual bid market over the last three years has averaged \$178 million, and current bid schedules provided by project owners identify beach projects up for bidding in 2007 valued in excess of \$190 million.
- *Additional significant long-term opportunities.* Other capital projects make consistent contributions to the Company's annual revenues, and, although not considered port deepening projects, require similar technical expertise and equipment capabilities. For instance, the Company completed one project in 2006 with a total revenue of \$22 million and commenced operations on another to provide ship access to LNG terminals in Texas. The Company is involved in several significant project solicitations with private customers for additional LNG terminal work. This private market appears to be gaining momentum as the global supply of LNG has increased and importation of fuel becomes more cost-competitive, due to the higher prices of domestically-produced natural gas. Therefore, it is likely that this work will provide supplemental opportunities in the near term as the private contractors work to develop the infrastructure necessary for new LNG terminals. Additionally, there are anticipated to be significant capital dredging opportunities related to projects to contain the erosion of wetlands and coastal marshes, particularly those in Louisiana. For example, Congress is currently considering legislation that contemplates \$3.7 billion of Louisiana wetland and coastal restoration work, a significant portion of which the Company believes will be allocated to capital dredging projects.

While these market conditions provide stimulus for the domestic dredging industry, recently some negative funding developments have occurred related to the Corps, the Company's largest domestic customer. The Corps has been hampered in getting projects out to bid due to the current federal budget constraints, the change over to central control in Washington governing the release of Corps funds and new restrictions concerning obligation of funds for contracts that roll into future years.

In September 2006, Congress failed to pass the federal budget and this has resulted in the operation of the government under a continuing resolution. This has been particularly problematic for the dredging industry when combined with the restrictions on the Corps on the use of "continuing contracts." In the past a project could be bid if appropriations were identified for the current year's work only and the rest of the contract could be continued into the next year. The remaining funding would be taken out of the following year's appropriations. However, in 2006 Congress mandated that only projects that are fully funded can go forward. Unfortunately, since the Corps did not have enough

funding for every project proposed in the last fiscal year, certain amounts were carried over to be combined with this year's appropriations. As the government is currently operating under a continuing resolution, none of this money can be spent until a budget is passed. Due to the inability to fund "continuing contracts," the Corps is bidding projects that include a base amount of work, which can be more easily funded out of the current year's appropriations, plus options that can be awarded as additional funds are released. The problem for the industry overall is the scheduling of equipment and forecasting utilization since the contractor has to commit and reserve equipment for a scope of work that may never be awarded.

The Corps' funding limitations have predominantly impacted the letting of beach and capital projects. Fortunately, state and local authorities have been developing funding sources for beach work to protect vital tourism and beachfront property interests. In addition, the developing market for new LNG terminals has recently produced privately funded demand for capital dredging work. Both situations have filled the void in the domestic market caused by the Corps' funding difficulties. Moreover, during this time period, the Company focused on the overseas market to utilize equipment that might otherwise have been idle in the U.S. market. During 2006, the Company expanded its presence in the Middle East by repositioning more vessels to that market and signing several projects in Bahrain for a combined value in excess of \$200 million.

#### **Demolition Operations (approximately 11% of total 2006 revenue)**

NASDI, founded in 1976, is a major U.S. provider of commercial and industrial demolition services. The majority of NASDI's work is performed in the New England area. NASDI's core business is exterior and interior demolition. Exterior demolition involves the complete dismantling and demolition of structures and foundations. Interior demolition involves removing specific structures within a building. Other business activities include site development and asbestos and other hazardous material removal. NASDI generally contracts hazardous material removal to insured subcontractors and does not take possession of hazardous materials, which remain the property of the site owner. NASDI typically performs numerous small projects (each generating revenue of \$0.1 million to \$0.5 million) but NASDI is one of a few providers in New England with the required licenses, operating expertise, equipment fleet and access to bonding to execute larger, complex industrial demolition projects. For instance, in recent years, NASDI has successfully performed a large demolition project involving the dismantling and disposal of an aging power generation plant, as well as large projects at Logan Airport and various Boston-area office buildings and former manufacturing facilities.

#### **Competitive Strengths**

The Company possesses a number of competitive strengths that have allowed it to develop and maintain its leading position within the dredging industry.

#### ***Favorable competitive dynamic***

The Company benefits from significant advantages relative to both existing and potential competitors, including (i) the Company's reputation for quality and customer service built up over its 117-year operating history, during which time it has never failed to complete a project; (ii) the long lead time and high capital cost associated with the construction of a new dredge, which the Company estimates to be between two to three years and \$25 to \$75 million, depending on the type of dredge; and (iii) the requirements of the Foreign Dredge Act of 1906 (the "Dredging Act") and Section 27 of the Merchant Marine Act of 1920 (the "Jones Act"), which prohibit foreign-built dredges and foreign-owned dredging companies from competing in the U.S. (see "Business—Government Regulations").

### ***Largest and most diverse dredging fleet***

The Company operates the largest and most diverse dredging fleet in the U.S., with over 180 pieces of equipment, including the largest hydraulic dredges in the U.S. The size, versatility and technical capabilities of the fleet improves the Company's competitiveness by affording the Company the flexibility to select the most efficient equipment for a particular job and enabling the Company to perform multiple projects at the same time. To maintain the value and effectiveness of its fleet, the Company emphasizes preventative maintenance to minimize downtime, increase profitability, extend vessel life and reduce replacement capital expenditure requirements.

### ***Specialized capability in capital projects***

The Company is a leader in U.S. capital dredging, which generally requires specialized engineering expertise, specific combinations of equipment and experience in executing complex projects. The Company believes its extensive experience performing complex projects significantly enhances its ability to win and complete these contracts profitably.

### ***Proprietary and proven project costing methodologies***

Over the course of its 117-year operating history, the Company has developed an extensive proprietary database of publicly-available dredging production records from its own and its competitors' activities and past bidding results. The Company believes that this database, combined with its accumulated estimating and bidding expertise, is a significant competitive advantage in winning new dredging contracts.

### ***Diversified revenue base***

The Company benefits from a dredging revenue base that is broadly diversified across the three dredging sectors, which have different demand drivers. Capital projects primarily consist of port expansion and deepening work, which is driven by competitiveness among ports and growth in U.S. trade and commerce. Beach nourishment and maintenance projects are more heavily influenced by weather and recurring natural sedimentation and erosion. Revenue within each of the Company's dredging sectors comes from a portfolio of separate contracts, which helps to mitigate project-specific risk. For the year ended December 31, 2006, the Company's U.S. dredging revenues were derived from over 70 separate dredging contracts, and no one contract represented more than 8% of its revenues. The Company's foreign dredging operations and demolition operations further diversify its revenue and customer base.

### ***Proven, experienced management team***

The Company's top executive management has an average of 25 years of experience in the dredging industry. The Company believes that management's experience provides it with a significant advantage over its competitors. The Company's executive management team currently holds approximately 3% of its outstanding common stock. The Company's board of directors intends to adopt an equity incentive plan to further align the interests of its management team with those of its stockholders, subject to stockholder approval of such equity incentive plan at the Company's 2007 annual meeting.

## **Business Strategy**

### ***Build upon our industry leading market position in domestic capital projects***

Great Lakes intends to maintain and expand the largest, most flexible dredge fleet in the U.S. The Company's expertise and technical leadership have traditionally been an area of strength for executing



complex and large-scale capital dredging projects, such as port deepening projects, due to the complicated nature of the work to be performed. In order to accommodate the trend of larger, deeper draft vessels, port expansion and/or significant channel depth increases will be necessary for the nation's largest ports. Additionally, the Company will pursue the significant opportunities for capital project work to protect and restore the wetlands and coastal marshes in Louisiana. While the actual timing for funding of projects identified under the current WRDA remains uncertain, the Company believes there is significant demand for and political interest in such projects in the wake of recent hurricane activity in that region. Great Lakes intends to maintain its ability to successfully compete for and execute on these new contracts as they are bid. Outside of WRDA, the Company anticipates that four projects totaling approximately \$100 million will be put out for bid in 2007.

***Selectively bid on other profitable projects to broaden our revenue base***

Great Lakes' fleet, coupled with its sophisticated engineering capabilities, provides it with the ability to deploy the appropriate equipment to efficiently meet the specifications of contracted work. Beach nourishment and maintenance projects are heavily influenced by weather and recurring natural sedimentation and erosion, which typically require such dredging work to be performed at regular intervals. The Company believes this will provide it with a recurring revenue stream that does not generally have the funding uncertainties of larger-scale capital projects. In addition, the Company will continue to pursue new growth opportunities in the dredging industry, such as private contracts with utility companies in the emerging LNG terminal market. Four LNG terminal dredging projects have been bid to date, two of which were awarded to the Company. Great Lakes has successfully completed one LNG terminal dredging project with revenue totaling \$22 million and is currently performing under a second contract with projected total revenue in excess of \$60 million.

***Capture expanding international dredging opportunities***

Great Lakes continues to pursue new business opportunities abroad, with a focus on the Middle East region, which the Company believes to be one of the world's most robust markets for dredging services, representing in excess of \$2.5 billion in work suitable to Great Lakes' fleet over the next two to five years. Great Lakes has developed important customer relationships with key governmental agencies and local leadership in the region. Since 2003, Great Lakes has been awarded eight contracts with a projected total revenue in excess of \$385 million. These relationships have allowed the Company to individually negotiate certain projects without the work being put out for competitive bid. Great Lakes intends to leverage its successful international project experience, coupled with its customer relationships and growing reputation, to secure additional business in the region. Consequently, Great Lakes has and may continue to redeploy a portion of its fleet to the Middle East or other international markets as appropriate to support new business opportunities. Great Lakes believes that its expansion into international markets will help to further diversify its revenue base and reduce its exposure to possible downturns in domestic markets.

***Continue to focus on new technologies and operational efficiencies***

Great Lakes will continue to pursue and implement technological advancements and improvements to its fleet and processes. These improvements strengthen the Company's ability to adapt to changing market conditions. For example, the Company has invested in technologies and developed techniques that allow it to perform dredging services in the most environmentally sensitive regions and challenging weather conditions. Great Lakes expects to continue to make both mechanical and process improvements that will allow it to achieve operational efficiencies and higher margins.

***Opportunistically pursue acquisitions***

Great Lakes has a long history of purchasing dredging assets from its competitors, making appropriate modifications and successfully integrating such vessels into its existing fleet. For example, one of the Company's domestic competitors recently decided to exit the U.S. market, and the Company was able to capitalize on this opportunity by acquiring two of its vessels. Great Lakes intends to continue to pursue selected acquisition opportunities to complement and expand its dredging fleet and solidify its competitive position both domestically and internationally.

## **Customers**

### ***Dredging***

The dredging industry's customers include federal, state and local governments, foreign governments and both domestic and foreign private concerns, such as utilities and oil companies. Most dredging projects are competitively bid, with the award going to the lowest qualified bidder. There are generally few economical substitutes that customers can use for dredging services. The Corps is the largest dredging customer in the U.S. and has responsibility for federally funded projects related to navigation and flood control. In addition, the U.S. Coast Guard and the U.S. Navy are responsible for awarding federal contracts with respect to their own facilities. In 2006, approximately 41% of the Company's dredging revenues were earned from approximately 50 different contracts with federal agencies or companies operating under contracts with federal agencies.

Foreign governments requiring infrastructure development are the primary dredging customers in international markets. Approximately 23% of the Company's 2006 dredging revenues were earned from contracts with foreign governments or companies operating under contracts with foreign governments, primarily in Bahrain.

### ***Demolition***

NASDI's customers include general contractors, corporations that commission projects, non-profit institutions such as universities and hospitals, and local government and municipal agencies. NASDI benefits from key relationships with certain customers in the general contracting and public infrastructure industries. The majority of the demolition services are concentrated in New England. In 2006, no customer contributed more than 17% to NASDI's annual revenues.

## **Bidding Process**

### ***Dredging***

Most of the Company's dredging contracts are obtained through competitive bidding on terms specified by the party inviting the bid. The nature of the specified services dictates the types of equipment, material and labor involved, all of which affect the cost of performing the contract and the resulting bid.

For contracts under its jurisdiction, the Corps typically prepares a fair and reasonable cost estimate based on the specifications of the project. To be successful, a bidder must be determined by the Corps to be a responsible bidder (i.e., a bidder that generally has the necessary equipment and experience to successfully complete the project) and submit the lowest responsive bid that does not exceed 125% of the Corps' original estimate. Contracts for projects that are not administered by the Corps are generally awarded to the lowest qualified bidder. While substantially all of the Company's dredging contracts are competitively bid, some government contracts are awarded through a sole source procurement process involving negotiation between the contractor and the government, while other projects are bid by the Corps through a "request for proposal" process.

### ***Demolition***

NASDI negotiates the majority of its demolition contracts as fixed price ("lump sum") contracts with other projects negotiated on a time-and-materials basis. NASDI frequently receives revenues from change orders on existing contracts. NASDI has established a network of local contacts with developers and prime contractors that act as referral sources and frequently enable NASDI to procure demolition jobs on a sole-source basis. When NASDI bids on a project, it evaluates the contract specifications and develops a cost estimate to which it adds a reasonable margin. While there are numerous competitors in the demolition services market, NASDI benefits from its relationships and reputation. Therefore,

there are occasions where NASDI is not the lowest bidder on a contract, but is still awarded the project based on its reputation and qualifications.

## **Bonding and Foreign Project Guarantees**

### ***Dredging***

For most domestic projects and some foreign projects, dredging service providers are required to obtain three types of bonds, which are typically provided by large insurance companies. A bid bond is required to serve as a guarantee that if a service provider's bid is chosen, the service provider will sign the contract. The amount of the bond is typically 20% of the service provider's bid, up to a maximum bond of \$3.0 million. After a contract is signed, the bid bond is replaced by a performance bond, the purpose of which is to guarantee that the job will be completed. A performance bond typically covers 100% of the contract value with no maximum bond amount. If the service provider fails to complete a job, the bonding company assumes such obligation and pays to complete the job. If the Company were to default on a project, the bonding company would complete the defaulted contract and would be entitled to be paid the contract price directly by the customer. Additionally, the bonding company would be entitled to be paid by the Company for any costs incurred in excess of the contract price. A company's ability to obtain performance bonds with respect to a particular contract depends upon the size of the contract, as well as the size of the service provider and its financial position. A payment bond is also required to protect the service provider's suppliers and subcontractors in the event that the service provider cannot make timely payments. Payment bonds are generally written at 100% of the contract value.

Great Lakes' projects are currently bonded by Travelers. Great Lakes' has never experienced difficulty in obtaining bonding for any of its projects. Travelers has been granted a security interest in a substantial portion of the Company's operating equipment as collateral for its surety obligations.

For most foreign dredging projects, letters of credit or bank guarantees issued by foreign banks are required as security for the bid, performance and, if applicable, advance payment. The Company obtains its letters of credit under the Credit Agreement or letters of credit issued with the Export-Import Bank of the United States ("Ex-Im") under the Ex-Im's Working Capital Guarantee Program. Foreign bid guarantees are usually 2% to 5% of the service provider's bid. Foreign performance and advance payment guarantees are each typically 5% to 10% of the contract value.

### ***Demolition***

NASDI's contracts are primarily with private, non-government customers; thus, it often is not required to secure bonding. When NASDI does have bonding requirements, the bonds are also provided by Travelers.

## **Competitive Environment**

### ***Dredging***

Competition is limited by the size and complexity of the job, equipment requirements, bonding requirements, certification requirements and government regulations. The majority of work within the domestic dredging bid market has historically been performed by Great Lakes and four other key competitors which collectively comprised an average of 81% of the market over the last three years. However, in the last six months of 2006, the Company repositioned two medium size hopper dredges and one small hopper dredge to the Middle East from the U.S., and, at the same time, a competitor began operating a new hopper dredge in the U.S. In addition, Royal Boskalis Westminster, NV, a Dutch company ("Royal Boskalis") announced in the first quarter of 2007 the termination of Bean Stuyvesant LLC, the joint-venture that it had with Bean Dredging. In the second quarter of 2007, the

Bean Stuyvesant fleet in the U.S. has been reduced from five dredges to one as the Company purchased one vessel, Weeks purchased another, and Royal Boskalis acquired two other dredges from the joint-venture, resulting in Bean effectively exiting the U.S. market. The result of these changes is not yet known, but may shift the U.S. market share footprint in the future.

Competition in the international market is dominated by four large European dredging companies all of which operate larger equipment than Great Lakes. However, Great Lakes targets opportunities that are well suited to its equipment and where it faces less competition from its European competitors. Most recently, Great Lakes has focused its efforts on the opportunities in the Middle East, where it has cultivated a niche market by developing close customer relationships with major developers and seeking contracts compatible with the size of its vessels.

The Dredging Act and the Jones Act provide a significant barrier to entry with respect to foreign competition. Together the two regulations prohibit foreign-built, chartered or operated vessels from competing in the U.S. See "Business—Government Regulations."

### **Demolition**

The U.S. demolition and related services industry is highly fragmented and is comprised mostly of small regional companies. Unlike many of its competitors, NASDI is able to perform both small and larger, more complex projects and competes in the demolition and related services industry primarily on the basis of its experience, reputation, equipment, key client relationships and price.

### **Equipment**

#### ***Dredging***

Great Lakes' fleet of dredges, material barges and other specialized equipment is the largest and most diverse in the U.S. The Company operates three principal types of dredging equipment: hopper dredges, hydraulic dredges and mechanical dredges.

*Hopper Dredges.* Hopper dredges are typically self-propelled and have the general appearance of an ocean-going vessel. The dredge has hollow hulls, or "hoppers," into which material is suctioned hydraulically through drag-arms. Once the hoppers are filled, the dredge sails to the designated disposal site and either (i) bottom dumps the material or (ii) pumps the material from the hoppers through a pipeline to a designated site. Hopper dredges can operate in rough waters, are less likely than other types of dredges to interfere with ship traffic, and can be relocated quickly from one project to another.

*Hydraulic Dredges.* Hydraulic dredges remove material using a revolving cutterhead which cuts and churns the sediment on the ocean floor and hydraulically pumps the material by pipe to the disposal location. These dredges are very powerful and can dredge some types of rock. Certain dredged materials can be directly pumped as far as seven miles with the aid of a booster pump. Hydraulic dredges work with an assortment of support equipment, which help with the positioning and movement of the dredge, handling of the pipelines, and the placement of the dredged material. Great Lakes operates the only large electric hydraulic dredge in the U.S., which makes the Company particularly competitive in markets with stringent emissions standards, such as California and Houston.

*Mechanical Dredges.* There are two basic types of mechanical dredges operating in the U.S.: clamshell and backhoe. In both types, the dredge uses a bucket to excavate material from the ocean floor. The dredged material is placed by the bucket into material barges, or "scows," for transport to the designated disposal area. The scows are emptied by bottom-dumping, direct pump-out or removal by a crane with a bucket. Mechanical dredges are capable of removing hard-packed sediments and debris and can work in tight areas such as along docks or terminals. Clamshell dredges with specialized buckets are ideally suited to handle material requiring controlled disposal. The Company has the

largest fleet of material barges in the industry, which provides cost advantages when dredged material is required to be disposed far offshore or when material requires controlled disposal. Additionally, the Company recently converted one of its clamshell dredges to electric power to better compete in those markets with stringent emissions standards.

Great Lakes' domestic dredging fleet is typically positioned on the East and Gulf Coasts, with a smaller number of vessels on the West Coast and on inland rivers. The mobility of the fleet enables the Company to move equipment in response to changes in demand. Great Lakes' fleet also includes assets currently positioned internationally in the Middle East.

The Company continually assesses its need to upgrade and expand its dredging fleet to take advantage of improving technology and to address the changing needs of the dredging market. The Company is also committed to preventive maintenance, which it believes is reflected in the long lives of most of its equipment and its low level of unscheduled downtime on jobs. To the extent that market conditions warrant the expenditures, Great Lakes can prolong the useful life of its vessels indefinitely. As such, the Company spent an average of \$28 million on maintenance and \$23 million on capital additions and enhancements, annually over the last three years. During this three year period, the Company's capital expenditures included money to buy out certain operating equipment previously under operating lease, as well as expenditures on equipment that was funded from the proceeds of sale-leasebacks under operating leases or the proceeds from the sale of certain equipment under a like-kind exchange transaction. Therefore, in a typical year, the Company generally funds \$13 to \$18 million of capital expenditures with cash flow from its operations.

### **Demolition**

NASDI owns and operates specialized demolition equipment, including a fleet of excavators equipped with shears, pulverizers, processors, grapples, and hydraulic hammers that provide high-capacity processing of construction and demolition debris for recycling and reclamation. NASDI also owns and maintains a large number of skid-steer loaders, heavy-duty large-capacity loaders, cranes, recycling crushers, off-highway hauling units and a fleet of tractor-trailers for transporting equipment and materials to and from job sites. NASDI rents additional equipment on a project-by-project basis, which allows NASDI flexibility to adjust costs to the level of project activity.

### **Equipment Certification**

Certification of equipment by the U.S. Coast Guard and establishment of the permissible loading capacity by the American Bureau of Shipping ("A.B.S.") are important factors in Great Lakes' dredging business. Many projects, such as beach nourishment projects with offshore sand borrow sites, dredging projects in exposed entrance channels, and dredging projects with offshore disposal areas, are restricted by federal regulations to be performed only by dredges or scows that have U.S. Coast Guard certification and a load line established by the A.B.S. The certifications indicate that the dredge is structurally capable of operating in open waters. The Company has more certified vessels than any domestic competitor and makes substantial investments to maintain these certifications.

### **Seasonality**

Seasonality does not currently have a significant impact on the Company's dredging operations. Some east coast beach nourishment projects are limited by environmental windows, which require that certain work be performed in winter months to protect wildlife habitats. Environmental windows did impact operations in the third quarter of 2006. However, in recent years, this has been mitigated by the increased volume of capital and maintenance work in the market, which can generally be performed throughout the year. The Company has been able to respond to these environmental restrictions since it has the flexibility to reposition its equipment and continue to utilize equipment on different projects

that are not limited by these restrictions. However, in the future, seasonality may become more of a factor if the project mix changes and the Company is unable to be as flexible in utilizing its equipment. The Company's demolition operations are not significantly impacted by seasonality.

## **Backlog**

The Company's contract backlog represents management's estimate of the revenues which will be realized under the portion of the contracts remaining to be performed. Such estimates are subject to fluctuations based on the amount of material actually dredged or scope of demolition services to be provided as well as factors affecting the time required to complete the job. In addition, because a substantial portion of the Company's backlog relates to government contracts, the Company's backlog can be canceled at any time without penalty; however, the Company can generally recover actual committed costs and profit on work performed up to the date of cancellation. Consequently, backlog is not necessarily indicative of future results. The Company's backlog includes only those projects for which the customer has provided an executed contract. The components of the Company's backlog are addressed in more detail in "Management's Discussion and Analysis of Financial Condition and Results of Operations."

## **Employees**

### ***Dredging***

At December 31, 2006, the Company employed approximately 270 full-time salaried personnel, with additional U.S. hourly personnel, most of who are unionized and hired on a project-by-project basis. During 2006, the Company employed an average of 500 hourly personnel to meet domestic project requirements. Crews are generally available for hire on relatively short notice. In addition, the Company employs approximately 23 expatriates and foreign nationals to manage and administer its overseas operations. The Company's overseas crews are generally provided through an employment agreement with a company in the Philippines.

### ***Demolition***

At December 31, 2006, NASDI employed approximately 25 full-time salaried administrative employees, in addition to approximately 125 unionized employees who are party to four union agreements. The unionized employees are hired on a project-by-project basis and are generally available for hire on relatively short notice.

The Company is a party to numerous collective bargaining agreements in the U.S. that govern its relationships with its unionized hourly workforce. However, four primary agreements apply to approximately 84% of such employees. The Company's two contracts with Local 25 Operators Union for the northern and southern regions, representing approximately 51% of its unionized workforce were renewed in September 2006 and will expire in three years. The Company's other two union agreements, with Seafarers International Union and Local 3 Operating Engineers, both expire in July 2009. The Company has not experienced any major labor disputes in the past five years and believes it has good relationships with its significant unions; however, there can be no assurances that the Company will not experience labor strikes or disturbances in the future.

## **Joint Ventures**

### ***Amboy Aggregates***

The Company and a New Jersey aggregates company each own 50% of Amboy Aggregates ("Amboy"). Amboy was formed in December 1984 to mine sand from the entrance channel to the New York Harbor and to provide sand and aggregate for use in road and building construction. Great

Lakes' dredging expertise and its partner's knowledge of the aggregate market formed the basis for the joint venture. The Company's investment in Amboy is accounted for using the equity method.

Amboy is the only East Coast aggregate producer to mine sand from the ocean floor. Amboy has a specially designed dredge for sand mining, de-watering and dry delivery. No other vessel of this type operates in the U.S. Amboy's ocean-based supply of sand provides a long-term competitive advantage in the Northeast as land-based sand deposits are depleted or rendered less cost competitive by escalating land values.

Mining operations are performed pursuant to permits granted to Amboy by the federal government and the states of New York and New Jersey. In 2002, Amboy was successful in obtaining approval for a new permit allowing it to mine deeper in its sand borrow areas. Amboy's revenues have remained strong over the past three years due to improvement in the construction market, the primary customers for Amboy's product.

### **Government Regulations**

The Company is subject to government regulations pursuant to the Dredging Act, the Jones Act, the Shipping Act, 1916, as amended, and the vessel documentation laws set forth in Chapter 121 of Title 46 of the United States Code (the "Vessel Documentation Act"). These statutes require vessels engaged in dredging in the navigable waters of the United States to be documented with a coastwise endorsement, to be owned and controlled by U.S. citizens, to be manned by U.S. crews, and to be built in the United States. The U.S. citizen ownership and control standards require the vessel-owning entity to be at least 75% U.S. citizen owned and prohibit the chartering of the vessel to any entity that does not meet the 75% U.S. citizen ownership test. These statutes, together with similar requirements for other sectors of the maritime industry, are collectively referred to as "cabotage" laws.

Certain of the above requirements were made applicable to the dredging industry in 1992, when Congress amended the Dredging Act to bring it into conformity with the U.S. citizenship requirements of the rest of the nation's cabotage laws. At that time, Congress included grandfather clauses to protect certain existing dredge operations affected by the change in law. A grandfather provision exempted the hopper dredge STUYVESANT from the 75% ownership and control requirement. The STUYVESANT is chartered to Stuyvesant Dredging Company, Inc., a foreign corporation and wholly-owned subsidiary of Royal Boskalis, one of the largest dredging service providers in the world. In early 1999, the Stuyvesant Dredging Company exploited a loophole in the grandfather provision and expanded its control of additional dredging vessels through a joint-venture, Bean Stuyvesant LLC, in which it has a 50% ownership interest. However, Royal Boskalis announced in the first quarter of 2007 the termination of Bean Stuyvesant LLC. In the second quarter of 2007, the Bean Stuyvesant fleet in the U.S. has been reduced from five dredges to one as the Company purchased one vessel, Weeks purchased another, and Royal Boskalis acquired two other dredges from the joint-venture, resulting in Bean effectively exiting the U.S. market.

### **Environmental Matters**

The Company's operations and facilities are subject to various environmental laws and regulations related to, among other things: dredging operations; the disposal of dredged material; protection of wetlands; storm water and waste water discharges; demolition activities; asbestos removal; transportation and disposal of other hazardous substances and materials; and air emissions. The Company is also subject to laws designed to protect certain marine species and habitats. Compliance with these statutes and regulations can delay appropriation with respect to, and performance of, particular projects and increase related expenses.

The Company's projects may involve demolition, excavation, transportation, management and disposal of hazardous waste and other hazardous substances and materials. Various laws strictly

regulate the removal, treatment and transportation of hazardous water and other hazardous substances and materials and impose liability for human health effects and environmental contamination caused by these materials. The Company's demolition business, for example, requires it to transport and dispose of hazardous substances and materials, such as asbestos. The Company takes steps to limit its potential liability by hiring qualified asbestos abatement subcontractors to remove such materials from its projects, and some project contracts require the client to retain liability for hazardous waste generation.

Based on the Company's experience, its management believes that the future cost of compliance with existing environmental laws and regulations (and liability for known environmental conditions) will not have a material adverse effect on its business, financial condition or results of operations. However, the Company cannot predict what environmental legislation or regulations will be enacted in the future, how existing or future laws or regulations will be enforced, administered or interpreted, or the amount of future expenditures that may be required to comply with these environmental or health and safety laws or regulations or to respond to future cleanup matters or other environmental claims. See "Risk Factors—Environmental regulations could force us to incur significant capital and operational costs."

## Properties

### Dredging

Great Lakes' dredging fleet is the largest in the U.S. and one of the largest fleets in the world. The fleet consists of over 200 pieces of equipment, including most of the large hydraulic dredges in the U.S., and is sufficient to meet the Company's project requirements.

The following table provides a listing of the Company's fleet of dredging equipment as of June 30, 2007, including equipment under long-term operating leases:

Type of Equipment	Quantity
Hydraulic Dredges	12
Hopper Dredges	8
Mechanical Dredges	5
Unloaders	1
Drillboats	2
Material Barges	25
Other Barges	70
Booster Pumps	7
Tugs	6
Launches and Survey Boats	53
Other ancillary equipment	30
Total	219

A significant portion of the Company's operating equipment is subject to liens by the Company's senior lenders and bonding company. See Note 5 "Property and Equipment," and Note 11, "Long-term Debt," in the Notes to Consolidated Financial Statements.

The Company leases approximately 40,000 square feet of office facilities in Oak Brook, Illinois, which serves as its principal administrative facility. The primary lease for this property will expire in 2008. The Company also leases waterfront properties in Baltimore, Maryland and Green Cove Springs, Florida. These locations serve as mooring sites for idle equipment and inventory storage.



## **Demolition**

NASDI leases 13,000 square feet of office, garage and maintenance facilities in Waltham, Massachusetts, from the president of NASDI which expires in 2016. See Note 10 "Related Party" in the Notes to Consolidated Financial Statements. NASDI maintains a fleet of operating equipment including excavators, loaders, trucks, and similar equipment, to meet its project requirements. Certain pieces of equipment are obtained under capital lease arrangements or rented on a project by project basis.

## **Legal Proceedings**

Although the Company is subject to various claims and legal actions that arise in the ordinary course of business, except as described below, the Company is not currently a party to any material legal proceedings or environmental claims.

The Company or its former subsidiary, NATCO Limited Partnership, are named as defendants in approximately 280 lawsuits, the majority of which were filed between 1989 and 2000, and 18 of which were filed in the last three years. In these lawsuits, the plaintiffs allege personal injury, primarily fibrosis or asbestosis, from exposure to asbestos on our vessels. The vast majority of these lawsuits have been filed in the Northern District of Ohio and a few in the Eastern District of Michigan. All of the cases filed against the Company prior to 1996 were administratively dismissed in May 1996 and any cases filed since that time have similarly been administratively transferred to the inactive docket. Plaintiffs in these cases could seek to reinstate the cases at a future date without being barred by the statute of limitations. However, to date, no plaintiffs with claims against the Company have sought reinstatement. There are therefore no active pending cases against the Company. Management does not believe that these cases will have a material adverse impact on the business.

On February 10, 2004, the Company was served with a subpoena to produce documents in connection with a federal grand jury convened in the United States District Court for the District of South Carolina. The Company believes the grand jury has been convened to investigate the United States dredging industry in connection with work performed for the U.S. Army Corp of Engineers. For over six months the Company received no additional communications from the Justice Department however in April some follow-up requests for additional information were received. The Company is in the process of preparing information to comply with this request. As noted previously, the matter continues to remain open and the Company is continuing to incur legal costs although at a much reduced level from 2004 and 2005.

In the normal course of business, the Company is party to various personal injury lawsuits for which it maintains insurance to cover claims that arise subject to a deductible. Over the last two years there has been a substantial increase in suits filed in Texas due, in large part, to two Texas law firms aggressively pursuing personal injury claims on behalf of dredging workers resident in Texas. Over the last several months, Maritime Jobs for Texas, a coalition of maritime employers, has been working to reform Texas venue law with regard to the type of personal injury suits the dredging industry has recently faced. On May 24, 2007, the Texas legislature passed a bill which removed in part certain venue rules favorable to would-be plaintiffs. As enacted, these legislative reforms could alleviate the increasing number of meritless personal injury suits facing the industry in Texas. The Company's recorded self-insurance reserves represent its best estimate of the outcomes of outstanding claims and the Company does not believe that it is reasonably possible there will be a material adverse impact to the Company's financial position or results of operations or cash flows related to outstanding claims. However, the occurrence in the future of new claims of a similar nature is not possible to predict and while the Company does not believe that additional claims would have a material impact on the Company's financial position, it is possible they could be material to the results of operations and cash flows in future periods.

On April 24, 2006, a class action complaint was filed in the U.S. District Court for the Eastern District of Louisiana, on behalf of Louisiana citizens who allegedly suffered property damage from the floodwaters that flooded New Orleans and surrounding areas when Hurricane Katrina hit the area on August 29, 2005 (the "Katrina Claims"). Reed v. United States, et al., No. 06-2152 (E.D. La.). The Reed suit names as defendants the U.S. government, Great Lakes Dredge & Dock Company and numerous other dredging companies that completed dredging projects on behalf of the Army Corps of Engineers in the Mississippi River Gulf Outlet ("MRGO") between 1993 and 2005. The Reed complaint alleges that the dredging of MRGO caused the destruction of Louisiana wetlands, which had provided a natural barrier against some storms and hurricanes. The complaint alleges that this loss of natural barriers contributed to the failure of levees as Katrina floodwaters damaged plaintiffs' property. The Reed complaint asserts claims of negligence, warranty, concealment and violations of the Water Pollution Control Act. Other plaintiffs have filed similar class action complaints. Anderson v. U.S. et al., No. 06-5162 (E.D. La.) (filed Aug. 28, 2006); Russell v. U.S. et al., No. 06-5155 (E.D. La.) (filed on Aug. 28, 2006). In addition, plaintiffs have filed one mass tort case. Ackerson et al. v. Bean Dredging, LLC, No. 06-4066 (E.D. La. Aug. 1, 2006). All these cases raise the same claims as Reed. One dredging company has filed a cross-claim seeking contribution and indemnification. Manson Constr. Co. et al. v. Bean Dredging, LLC, No. 06-2824 (E.D. La.) (filed on July 14, 2006). The amount of claimed damages in these claims is not stated, but is presumed to be significant. On October 19, 2006, Great Lakes filed for exoneration or limitation of liability under the Limitation of Liability Act in federal district court. In re Great Lakes Dredge & Dock Company, No. 06 C 8676 (U.S. Dist. Ct., E.D. Louisiana). This limitation action stays all outstanding Katrina lawsuits against Great Lakes, including the lawsuits mentioned above, pending resolution of Great Lakes exoneration and limitation claims. Great Lakes believes that it has meritorious claims to either exoneration from all liability or limitation of liability at not more than \$55 million, which is the value of the vessels which conducted the MRGO dredging work. These defenses include arguments for both statutory and constitutional immunity from liability for the Katrina Claims. In addition, Great Lakes maintains \$150 million in insurance coverage for the Katrina Claims. On March 9, 2007, the District Court dismissed with prejudice the Reed and Ackerson claims against Great Lakes and those plaintiff's have filed an appeal to the U.S. Court of Appeals for the Fifth Circuit. Great Lakes continues to prosecute its limitation of liability proceeding against all the plaintiffs in the District Court on similar grounds that lead to the dismissals in Reed and Ackerson. On April 20, 2007, the District Court set July 30, 2007 as the deadline by which all Katrina claims against Great Lakes must be filed in the limitation of liability proceedings; any claims not filed by this time will be barred. Great Lakes believes that the Katrina claims will not have a material adverse impact on its financial condition or results of operations and cash flows.

## MANAGEMENT

### Directors and Executive Officers and Corporate Governance

Set forth below are the names, ages and positions of the persons who serve as the directors and executive officers of the Company as of March 31, 2007:

Name	Age	Position
Douglas B. Mackie	54	President, Chief Executive Officer and Director
Richard M. Lowry	51	Executive Vice President and Chief Operating Officer
Deborah A. Wensel	46	Senior Vice President and Chief Financial Officer
Steven W. Becker	45	Vice President—Plant Equipment and Chief Mechanical Engineer
J. Christopher Gillespie	46	Vice President—Special Projects Manager
Bradley T.J. Hansen	53	Vice President—Division Manager
Kyle D. Johnson	45	Vice President—Chief Contract Manager
John F. Karas	45	Vice President—Chief Estimator
Steven F. O'Hara	52	Vice President—Division Manager
William F. Pagendarm	57	Vice President—Division Manager
David E. Simonelli	50	Vice President—Personnel Director of Field Operations
Jonathan W. Berger	48	Non-executive Director
Bruce J. Biemeck	57	Non-executive Director
Peter R. Deutsch	49	Non-executive Director
Douglas S. Grissom	40	Non-executive Director
Nathan D. Leight	47	Non-executive Director
Thomas S. Souleles	38	Non-executive Director
Jason G. Weiss	37	Non-executive Director

*Douglas B. Mackie, President and Chief Executive Officer*

Mr. Mackie has been President, Chief Executive Officer and a director of the Company since 1995. He joined the Company in 1978 as Corporate Counsel. In 1987 he was named Senior Vice President. Mr. Mackie earned a MBA from the University of Chicago and a J.D. from Northern Illinois University. He is a former President of the Dredging Contractors of America.

*Richard M. Lowry, Executive Vice President and Chief Operating Officer*

Mr. Lowry has been the Executive Vice President and Chief Operating Officer of the Company since 1995. He joined the Company in 1978 as a Project Engineer and has since held positions of increasing responsibility in the engineering and operations areas of the Company. In 1990 he was named Senior Vice President and Chief Engineer. He is a member of the Society of American Military Engineers. Mr. Lowry received a Bachelors Degree (Honors) in Civil Engineering from Brighton Polytechnic in England.

*Deborah A. Wensel, Senior Vice President and Chief Financial Officer*

Ms. Wensel has been the Chief Financial Officer and Treasurer of the Company since April 1999 and was named Senior Vice President in 2002. Ms. Wensel joined the Company in 1987 as Accounting and Financial Reporting Supervisor. In 1989, she was named Controller and Chief Accounting Officer. She is the current Treasurer of the Dredging Contractors of America. Ms. Wensel is a Certified Public Accountant and also has a MBA from the University of Chicago.

*Steven W. Becker, Vice President—Plant Equipment and Chief Mechanical Engineer*

Mr. Becker has managed the Equipment Maintenance and Mechanical Engineering Departments since 1995. He joined the Company in 1984 as a Field Engineer and holds a Bachelors degree in Mechanical Engineering from the University of Illinois.

*J. Christopher Gillespie, Vice President—Special Projects Manager*

Mr. Gillespie was named Vice President and Special Projects Manager in 1997. He joined the Company in 1987 as a Project Engineer and previously served as a Commissioned Officer in the U.S. Army Corps of Engineers. Mr. Gillespie earned a BS in Civil Engineering from the U.S. Military Academy at West Point and a graduate degree in Environmental Engineering from the University of Tulane. He is a member of the Society of American Military Engineers.

*Bradley T. J. Hansen, Vice President & Division Manager—Hydraulic*

Mr. Hansen has been a Vice President and Division Manager of the Company since 1994. He joined the Company in 1977 as an Area Engineer. He was named Vice President & General Superintendent of the Company in 1991. Mr. Hansen earned a BS in Civil Engineering from Louisiana State University. He is a member of the American Society of Civil Engineers.

*Kyle D. Johnson, Vice President—Chief Contract Manager*

Mr. Johnson has been Vice President and Production Engineering/Special Projects Manager since 1997. Prior to joining the Company in 1983, he was a Project Manager with Healy Tibbits Builders. Mr. Johnson earned a BSE in Ocean Engineering from Purdue University and a graduate degree in Construction Engineering & Management from Stanford University. He is a member of the American Society of Civil Engineers.

*John F. Karas, Vice President—Chief Estimator*

Mr. Karas has been Vice President and Chief Estimator since 1992. He joined the Company in 1983 as Project Engineer in the Hopper Division. Mr. Karas earned a Bachelors degree in Finance from University of Notre Dame. He is a member of the Western Dredging Association.

*Steven F. O'Hara, Vice President & Division Manager—Clamshell*

Mr. O'Hara has been a Vice President and Division Manager of the Company since 1988. He joined the Company in 1978 as Cost Accountant. He is a member of the Society of American Military Engineers. Mr. O'Hara received a BS from the University of Illinois.

*William F. Pagendarm, Vice President & Division Manager—Hopper*

Mr. Pagendarm has been a Vice President and Division Manager of the Company since 1985. He joined the Company in 1979 as Project Superintendent. Mr. Pagendarm is a former President and Chairman of the Western Dredging Association. He is also a former President of the World Dredging

Association. Mr. Pagendam holds a Bachelors degree in Civil Engineering from University of Notre Dame and a MBA from the University of Chicago.

*David E. Simonelli, Vice President—Personnel Director of Field Operations*

Mr. Simonelli was named Vice President and Special Projects Manager in 1996. He joined the Company in 1978 as a Project Engineer and has since managed many of the Company's large domestic and international projects. Mr. Simonelli earned a BS in Civil and Environmental Engineering from University of Rhode Island. He is a member of the Hydrographic Society and the American Society of Civil Engineers.

*Jonathan W. Berger, Director*

Mr. Berger became a director of the Company following the Aldabra Merger. He was a member of Aldabra's board of directors from its inception until the completion of the Aldabra Merger. Mr. Berger has been associated with Navigant Consulting, Inc., a New York Stock Exchange-listed consulting firm, since December 2001, and is the managing director and co-practice area leader for the corporate finance practice. He has also been president of Navigant Capital Advisors, LLC, Navigant Consulting, Inc.'s registered broker-dealer, since October 2003. Mr. Berger is a director on the Board of Aldabra 2 Acquisition Corp. From January 2000 to March 2001, Mr. Berger was president of DotPlanet.com, an Internet services provider. From August 1983 to December 1999, Mr. Berger was employed by KPMG, LLP, an independent public accounting firm, and served as a partner from August 1991 to December 1999 where he was in charge of the corporate finance practice for three of those years. Mr. Berger received a B.S. from Cornell University and an M.B.A. from Emory University. Mr. Berger is a certified public accountant. Mr. Berger is the cousin of Nathan D. Leight.

*Bruce J. Biemeck, Director*

Mr. Biemeck became a director of the Company following the Aldabra Merger. Since April 1999, Mr. Biemeck has been a private real estate investor and developer and has acted as an independent consultant. From 1994 to April 1999, Mr. Biemeck was Senior Vice President, Chief Financial Officer and Treasurer of Great Lakes Dredge & Dock Corporation. Mr. Biemeck received a Bachelor of Science degree from St. Louis University and an M.B.A from the University of Chicago and is a Certified Public Accountant and member of the Financial Executives Institute.

*Peter R. Deutsch, Director*

Mr. Deutsch became a director of the Company following the Aldabra Merger. He was a member of Aldabra's board of directors from its inception until the completion of the Aldabra Merger. Mr. Deutsch is an attorney in private practice. Mr. Deutsch was a member of the United States House of Representatives from January 1993 until January 2005 representing the 20th Congressional District of Florida. He served on the House Energy and Commerce Committee from January 1994 until January 2005. He was the Ranking Democrat on the Oversight and Investigations Subcommittee during the 104th, 107th and 108th Congresses. Mr. Deutsch was the Ranking Democrat in the investigations of Enron Corporation, Martha Stewart Living Omnimedia Inc., Bridgestone/Firestone Tires and the conflict of interest abuses at the National Institute of Health. He was also a member of the subcommittees on Telecommunications and the Internet, the Environment and Hazardous Materials and Consumer Trade and Protection. Prior to serving in Congress, Mr. Deutsch served in the Florida House of Representatives from November 1982 until November 1992 where he served on the Veterans Affairs Committee, the Health Care Committee, the Criminal Justice Committee, and as Chairman of the Insurance Committee. Mr. Deutsch received a B.S. from Swarthmore College and a J.D. from Yale University Law School.

*Douglas C. Grissom, Director*

Mr. Grissom became a director of Great Lakes upon completion of the acquisition by MDP in December 2003 and remained a director of the Company following the Aldabra Merger. Mr. Grissom is a Managing Director at MDP. Mr. Grissom received an A.B. from Amherst College; and an M.B.A. from the Harvard Graduate School of Business Administration. Prior to joining MDP, Mr. Grissom was with Bain Capital, Inc. in private equity, McKinsey & Company, Inc., and Goldman, Sachs & Co. Mr. Grissom concentrates on investments in the communications sector and currently serves on the boards of directors of Cbeyond Communications, Inc., Intelsat Holdings Ltd., and the Children's Inner City Educational Fund.

*Nathan D. Leight, Director*

Mr. Leight became a director of the Company following the Aldabra Merger. He was Aldabra's chairman of the board from its inception until completion of the Aldabra Merger. Mr. Leight is the co-founder and a managing member of Terrapin Partners LLC (including its affiliates), a co-founder and a managing member and the chief investment officer of Terrapin Asset Management, LLC (including its affiliates), and a co-founder and a managing member and the chief investment officer of TWF Management Company, LLC (including its affiliates). Terrapin Partners, established in August 1998, is a private investment management firm focusing on private equity investing. Terrapin Asset Management, established in March 2002, focuses on the management of multi-manager hedge fund portfolios and as of April 1, 2007, managed, or provided sub-advisory services for, more than \$500 million of assets. TWF Management Company, established in December 2004, focuses on the management of a water industry-focused hedge fund, and as of August 1, 2007 managed approximately \$50 million. Mr. Leight is currently Chairman of the Board of Aldabra 2 Acquisition Corp. From September 1998 to March 1999, Mr. Leight served as the interim chief executive officer of e-STEEL LLC, an industry-specific business-to-business software enterprise, and from January 2000 to May 2002, he served as interim chief executive officer of VastVideo, Inc., a provider of special interest video content and related technology to web sites and interactive television operators. Both e-STEEL and VastVideo were Terrapin portfolio companies. From February 1995 to August 1998, Mr. Leight was employed by Gabriel Capital LP, a hedge fund with assets exceeding \$1 billion specializing in investing in bankruptcies, under-valued securities, emerging markets, and merger arbitrage, and from February 1995 to August 1997 he served as its chief investment officer. From December 1991 to February 1995, Mr. Leight served as a managing director of Dillon Read & Co., a private investment firm, where he oversaw the firm's proprietary trading department which invested primarily in risk arbitrage and bankruptcy/distressed companies. Mr. Leight received a B.A. from Harvard College (cum laude). Mr. Leight is the cousin of Jonathan W. Berger.

*Thomas S. Souleles, Director*

Mr. Souleles became a director of Great Lakes upon completion of the acquisition by MDP in December 2003 and remained a director of the Company following the Aldabra Merger. Mr. Souleles is a Managing Director of MDP. Mr. Souleles received an A.B. from Princeton University; a J.D. from Harvard Law School; and an M.B.A. from the Harvard Graduate School of Business Administration. Prior to joining MDP, Mr. Souleles was with Wasserstein Perella & Co., Inc. Mr. Souleles concentrates on investments in the basic industries sector and currently serves on the boards of directors of Astoria Generating Holdings, LLC; Forest Products Holdings, LLC (d.b.a. Boise Cascade); Magellan GP, LLC; Magellan Midstream Holdings GP, LLC; Packaging Corporation of America; the Children's Memorial Medical Center; and the board of trustees of the National Multiple Sclerosis Society, Greater Illinois Chapter.

Mr. Weiss became a director of the Company following the Aldabra Merger. He was Aldabra's chief executive officer, secretary and a member of Aldabra's board of directors from Aldabra's inception until the completion of the Aldabra Merger. Mr. Weiss is the co-founder and a managing member of Terrapin Partners (including its affiliates), a co-founder and a managing member of Terrapin Asset Management (including its affiliates), and a co-founder and a managing member of TWF Management Company. Mr. Weiss is Chief Executive Officer and a director of Aldabra 2 Acquisition Corp. From March 1999 to December 1999, Mr. Weiss served as the chief executive officer of PaperExchange.com, Inc., an industry-specific business-to-business software enterprise and a Terrapin portfolio company, and from December 1999 to March 2000 he served as executive vice president of strategy. He also served as a managing member of e-STEEL LLC from September 1998 to March 1999. Mr. Weiss also served as a managing member of Terrapin's portfolio company, American Classic Sanitation, LLC, a construction site and special event services business specializing in portable toilets, temporary fencing, and sink rentals, from August 1998 to December 2000 and from January 2004 to March 2004. He also served as its chief executive officer from August 1998 to December 1999 and as a consultant from August 1998 to January 2004. From November 1997 to August 1998, Mr. Weiss was a private consultant for several companies. From April 1997 to November 1997, Mr. Weiss was the president of Pacific EyeNet, Inc., a privately held physician practice management organization. From June 1996 to April 1997, he was an associate with EGS Securities Corp., an investment banking and private equity boutique focused primarily on the health care sector, and from November 1994 to December 1995, he was an associate with Booz Allen & Hamilton, a management consulting firm. Mr. Weiss received a B.A. from the University of Michigan (with Highest Distinction) and a J.D. (cum laude) from Harvard Law School.

The Company's board of directors has the power to appoint officers. Each officer will hold office for the term determined by the Company's board of directors and until such person's successor is chosen and qualified or until such person's death, resignation or removal.

#### **Family Relationships**

Jonathan W. Berger and Nathan D. Leight, both who serve as directors of the Company, are cousins.

## EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

#### Overview

On December 26, 2006, as a result of the Aldabra Merger, Great Lakes became a public company and the common stock became listed on The Nasdaq Global Market. For virtually all of fiscal 2006, however, Great Lakes was a private company and its board of directors consisted of three representatives affiliated with MDP, a controlling stockholder, and Douglas B. Mackie, Great Lakes President and Chief Executive Officer. Prior to the Aldabra Merger, the board of directors had a Compensation Committee comprised of the three non-employee directors, all of whom were affiliated with MDP. In fiscal 2006, the Compensation Committee negotiated compensation arrangements with the Chief Executive Officer, Chief Financial Officer and Chief Operating Officer and the compensation paid to these executive officers reflects the negotiations between these executive officers and MDP.

Following the Aldabra Merger, the board of directors appointed a Compensation Committee comprised of Messrs. Souleles, Weiss and Grissom. The Compensation Committee, of which Mr. Souleles is Chairman, is responsible for the oversight, implementation and administration of all of the executive compensation plans and programs. The Committee determines all of the components of compensation of the Chief Executive Officer, and, in consultation with the Chief Executive Officer, determines the compensation of the remaining executive officers. To date, the Company has not engaged in the benchmarking of executive compensation but may do so in the future.

Throughout this analysis, the individuals who served as the Chief Executive Officer and Chief Financial Officer during fiscal 2006, as well as other individuals included in the Summary Compensation Table below, are referred to as the "named executive officers."

#### Compensation Policies and Practices

The primary objectives of Great Lakes' executive compensation program are to:

- Attract and retain the best possible executive talent;
- Achieve accountability for performance by linking annual cash awards to achievement of measurable performance objectives; and
- Align executives' incentives with stockholder value creation.

The Company's executive compensation programs are designed to encourage executive officers to operate the business in a manner that enhances stockholder value. A substantial portion of the executive's overall compensation is tied to the Company's financial performance, specifically operating earnings and EBITDA. The compensation philosophy provides for a direct relationship between compensation and the achievement of Company goals and seeks to include management in upside rewards. Executive compensation consists of base salary and annual cash bonus incentives.

*Base Salary.* Base salary is established based on the experience, skills, knowledge and responsibilities required of the executive officers in their roles. When establishing the 2006 base salaries of the executive officers, a number of factors were considered, including the years of service of the individual, individual's duties and responsibilities, the ability to replace the individual, and market data on similar positions with competitive companies as information becomes available to the Company informally through recruitment, search consultants in connection with recent hiring efforts and through the directors' experience with other companies. The Company seeks to maintain base salaries that are competitive with the marketplace to allow the Company to attract and retain executive talent.

Salaries for executive officers are reviewed on an annual basis, at the time of a promotion or other change in level of responsibilities, as well as when competitive circumstances may require review.



Increases in salary are based on evaluation of factors such as the individual's level of responsibility and performance.

*Annual Cash Bonus Incentive.* The Chief Executive Officer, Chief Financial Officer and Chief Operating Officer of the Company are eligible to receive annual cash bonuses equal to a percentage of their annual salary based upon the Company's achievement of a Dredging EBITDA target, as described in the following table. EBITDA under our annual cash bonus plan is calculated as earnings before interest income, taxes, depreciation and amortization. Extraordinary and non-recurring items may be added back by the Compensation Committee.

<b>Actual Dredging EBITDA (as defined)</b>	<b>Bonus Award—CEO and COO</b>	<b>Bonus Award—CFO</b>
= 90% of Budgeted EBITDA	35% of annual salary	23.75% of annual salary
= Budgeted EBITDA	70% of annual salary	47.5% of annual salary
= 120% of Budgeted EBITDA	140% of annual salary	95% of annual salary

Between each EBITDA threshold, the bonus amount is interpolated based upon actual EBITDA. The Compensation Committee set Targeted Dredging EBITDA for 2006 at \$43.5 million. For 2006, the Company achieved 115% of Targeted Dredging EBITDA and paid bonuses of 124% to the Chief Executive Officer and Chief Operating Officer and 84% to the Chief Financial Officer of annual salary. The Compensation Committee retains discretion to adjust Targeted Dredging EBITDA. For 2006, the Compensation Committee added back charges related to the class action lawsuit for Hurricane Katrina and additional insurance premiums required due to new solvency requirements for Insurance Mutuals in the U.S. and Europe in calculating Targeted Dredging EBITDA, as the Compensation Committee did not believe such charges were indicative of the Company's operating performance for the year.

Annual performance bonuses are awarded to management employees (other than the Chief Executive Officer, Chief Financial Officer and Chief Operating Officer) based on Company performance and individual performance. In fiscal 2006, management employees were eligible to receive bonuses based upon the achievement of Targeted Dredging EBITDA. The Compensation Committee responsible for administering the plan. A bonus amount is established based upon Budgeted EBITDA as follows:

<b>Actual Dredging EBITDA (as defined)</b>	<b>Bonus Amount</b>
<70% of Budgeted EBITDA	No bonus amount
= 70% of Budgeted EBITDA	6.75% of eligible salaries
= 100% of Budgeted EBITDA	13.5% of eligible salaries
= 130% of Budgeted EBITDA	27% of eligible salaries

Between each EBITDA threshold, the bonus amount is interpolated based upon actual EBITDA. For 2006, a bonus amount of 20% of eligible salaries was established based upon the achievement of 115% of Budgeted EBITDA. Individual bonus payments from the pool are discretionary.

#### **Long Term Incentive Awards**

Since the acquisition of Great Lakes Dredge & Dock Corporation in 2003, the Company has not issued any stock options or restricted stock. However, in connection with MDP's acquisition of Great Lakes Dredge & Dock Corporation in 2003, each executive officer was given the opportunity to purchase equity in GLDD Acquisitions Corp. on the same terms as MDP. These equity interests were converted into common stock in connection with the Aldabra Merger. The Compensation Committee believes that the substantial equity ownership of management further encourages executive officers to operate the business in a manner that enhances stockholder value. For this reason, incentive equity has

not historically comprised a portion of executive compensation arrangements. The Company may, however, choose in the future to adopt an incentive equity plan.

### Other Programs

The named executive officers are also provided with life and medical insurance, 401(k) matching and a car allowance program. The Company also sponsors a 401(k) lost benefit plan, which provides an additional bonus to executive officers who are unable to obtain the maximum tax-deferred benefits allowed by the Company's 401(k) plan due to IRS limits. Executive officers receive additional compensation due to dollar limitations on benefits and contributions under the Internal Revenue Service Code to the Company's 401(k) plan. Section 402(g)(3) of the IRS Code limits elective deferrals into the Company's qualified 401(k) plan. Section 415(c)(1)(A) limits the total annual contribution into the plan.

The Company's 401(k) plan allows employees to contribute up to 6% of their salary and bonus and the Company will match the contribution dollar for dollar. However, as indicated, the IRS limits the annual elective deferrals by an employee to a qualified plan. This amount was \$15,000 for 2006. The Company therefore provides additional compensation to make up for the lost tax benefit and Company match on the difference of 6% of the executive's salary and bonus over the maximum contribution allowed by the IRS elective deferral limits. This amount is then grossed up and paid as cash compensation to the executive.

The Company also may provide a profit share contribution to an employee as a percentage (between 0% and 10%) of the employees' salary. However, the IRS limits the total annual contribution for an employee into a qualified plan. This amount was \$44,000 for 2006. The Company therefore provides additional compensation to make up for the lost profit sharing amount which cannot be contributed because the executive has hit the maximum annual contribution amount allowed by the IRS limitations. This amount is also grossed up and paid as cash to the executive.

The Company does not sponsor any defined benefit plans or deferred compensation plans.

### Summary Compensation Table

The following table summarizes the total compensation earned in 2006 by the Named Executive Officers.

Name and Principal Position	Year	Salary	Bonus(1)	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation(2)	Change in Pension Value and Nonqualified Deferred Compensation Earnings	All Other Compensation(3)	Total
Douglas B. Mackie, President and Chief Executive Officer	2006	\$ 400,000	—	—	—	497,548	—	170,344	\$ 1,067,892
Deborah A. Wensel, Senior Vice President Chief Financial Officer and Treasurer	2006	\$ 239,000	—	—	—	201,729	—	77,760	\$ 518,489
Richard M. Lowry, Executive Vice President and Chief Operating Officer	2006	\$ 385,000	—	—	—	478,890	—	160,669	\$ 1,024,559
David E. Simonelli, Vice President and Special Projects Manager	2006	\$ 165,000	83,750	—	—	—	—	42,000	\$ 290,750
Kyle D. Johnson, Vice President Chief Contract Manager	2006	\$ 151,500	80,000	—	—	—	—	39,516	\$ 271,016

(1) Represents discretionary cash bonuses paid to the named executive officers.

(2) Represents cash bonuses paid under the annual cash bonus plan based upon the achievement of EBITDA-based targets for 2006. Such bonuses were paid in 2007.

(3) The dollar value of the amounts shown in this column for 2006 includes the following:

Name	Car Allowance	Lost Benefit(a)	Company Contributions to 401(k) Plan	Total
Douglas B. Mackie	\$ 13,200	128,144	29,000	170,344
Deborah A. Wensel	\$ 12,000	36,760	29,000	77,760
Richard M. Lowry	\$ 12,000	119,669	29,000	160,669
David E. Simonelli	\$ 8,400	4,600	29,000	42,000
Kyle D. Johnson	\$ 8,400	2,116	29,000	39,516

(a) See the description of the 401(k) lost benefit plan above.

#### Grant of Plan Based Awards Table

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards		
		Threshold (\$)	Target (\$)	Maximum (\$)
Douglas B. Mackie	Feb-06		280,000	560,000
Deborah A. Wensel	Feb-06		113,525	227,050
Richard M. Lowry	Feb-06		269,500	539,000
David E. Simonelli	—		—	—
Kyle D. Johnson	—		—	—

#### Employment Arrangements

On July 2, 2007 Great Lakes entered into new employment agreements with Douglas B. Mackie, President and Chief Executive Officer, Richard M. Lowry, Executive Vice President and Chief Operating Officer, and Deborah A. Wensel, Senior Vice President and Chief Financial Officer (each, an "Executive"). Each employment agreement provides for an initial term of three years with automatic renewal for successive one-year terms, unless sooner terminated by either party giving 90 days written notice prior to the end of the then-current term.

**Base Salary and Benefits.** The employment agreements provide for 2007 base salaries ("Base Salaries") for Messrs. Mackie and Lowry and Ms. Wensel of \$432,000, \$416,000 and \$267,000, respectively, subject to annual increase by the Board. Each Executive is entitled to participation in the Company's annual performance bonus plans, long-term compensation plans (including the Annual Cash Bonus Plan), and any equity-based compensation plans applicable to senior management and other benefits generally available to senior management.

**Termination for any Reason.** The Company is responsible for the following payments upon the Executive's termination for any reason: (i) earned but unpaid Base Salary through the date of termination; (ii) any annual incentive bonus, or other form of incentive compensation, for which the performance measurement period has ended and the Executive has become eligible for payment but which is unpaid at the time of termination; (iii) any accrued but unpaid vacation; (iv) any amounts payable under the Company's executive benefit plans (other than any severance or termination pay plan) in accordance with the terms of those plans, except as may be required under Code Section 401(a)(13); and (v) any unreimbursed business expenses. Additionally, Mr. Lowry and Ms. Wensel would be entitled to continued health benefits during the COBRA continuation period, and Mr. Mackie and his spouse would each be eligible for continued health benefits until they become eligible for Medicare coverage.

*Voluntary Termination of Employment for Other than Good Reason.* Upon termination for other than Good Reason (as defined below), the Executive would be entitled to a pro-rata portion of the target bonus under the Company's annual incentive plan for the year in which such termination occurs.

"Good Reason" means the occurrence of any of the following without the Executive's consent: (i) a material reduction or a material adverse alteration in the nature of the Executive's position, responsibilities or authorities or the assigning duties to the Executive that are materially inconsistent with those of the Executive's position for similar companies in similar industries; (ii) the Executive's becoming the holder of a lesser office or title than that previously held or altering the Executive's reporting requirements (iii) any material breach of this Agreement by the Company which causes an adverse change to the terms and conditions of the Executive's employment; (iv) the Company's requiring the Executive to relocate his principal business office to a location not within fifty (50) miles of the Company's principal business office located in Oak Brook, Illinois; (v) any reduction in the aggregate of the Executive's bonus opportunity, salary and benefits, other than a reduction in bonus opportunity or benefits generally applicable to executive employees; or (vi) any failure to nominate or elect the Executive in his current office or as a Director of the Company's Board. A resignation is not deemed to occur for "Good Reason" unless the Executive provides notice to the Company, and such resignation occurs, within 90 days after the event or condition giving rise thereto. Upon receiving notice from the Executive, the Company has a period of thirty (30) days during which it may remedy the event or condition.

*Termination of Employment for Death or Disability.* Upon the Executive's termination of employment by reason of death or disability (as defined in the agreement), the Executive (or his estate) is entitled receive a pro rata portion of any bonus payable under the Company's annual incentive plan for the year in which such termination occurs based on the highest of (i) the actual annual bonus paid for the fiscal year immediately preceding such termination, (ii) the target bonus for the fiscal year in which such termination occurs, or (iii) the actual bonus attained for the fiscal year in which such termination occurs.

*Termination without Cause, or Voluntary Termination for Good Reason.* In the event of the Executive's termination by Great Lakes without "Cause" (as defined below) or by the Executive for Good Reason, Mr. Mackie or Mr. Lowry would be entitled to a lump sum of two multiplied by the sum of the Executive's Base Salary and "Annual Bonus." For this purpose, "Annual Bonus" will be determined as the highest of (i) the actual bonus paid for the fiscal year immediately preceding such termination, (ii) the target bonus for the fiscal year in which such termination occurs, or (iii) the actual bonus for the fiscal year in which such termination occurs. Ms. Wensel is entitled to the same termination pay, but calculated at one and one-half (1.5) times sum of Base Salary and Annual Bonus. Additionally, the Executive would be entitled to continued coverage under the Company's medical, dental, life, disability, 401(k), profit sharing and other executive benefit plans for a set period (24 months for Messrs. Mackie and Lowry, and 18 months for Ms. Wensel) after the date of termination (the "Benefits Continuation Period"), at the same cost to the Executive as in effect on the date of the Executive's termination, as well as access to professional outplacement services. The Benefits Continuation Period applies for purposes of determining the Executive's age and service with the Company with respect to (i) eligibility, vesting and the amount of benefits under the Company's executive benefit plans, and (ii) the vesting of any outstanding stock options, restricted stock or other equity based compensation awards.

Under the employment agreements, "Cause" means: (i) the Executive's willful and continued failure to substantially perform his material duties as an executive of the Company (other than any such failure resulting from incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Executive by the Board, (ii) the Executive's willful misconduct, which is demonstrably and materially injurious to the Company, monetarily or otherwise, (iii) the Executive's engaging in egregious misconduct involving serious moral turpitude to the extent

that his creditability and reputation no longer conforms to the standard of senior executive officers of the Company (iv) the Executive's conviction of, or plea of guilty or nolo contendere to, a felony, (v) the Executive's material breach of a material written policy of the Company, (vi) the Executive's failure to reasonably cooperate with any audit or investigation involving the Company or its business practices; or (vii) the Executive's material breach of this Agreement.

*Change in Control.* If within two years of a Change in Control (as defined below), the Company terminates Mr. Mackie's or Mr. Lowry's employment other than for Cause or either such Executive voluntarily terminates his employment for Good Reason, the Company will pay Mr. Mackie or Mr. Lowry, as applicable, two and one-half (2.5) times the sum of (i) such Executive's Base Salary in effect on the date of termination of employment and (ii) the Annual Bonus. Ms. Wensel is entitled to a payment upon a Change of Control equal to two times the sum of her Base Salary and Annual Bonus. Following termination upon a Change in Control, each Executive would be eligible to receive continued benefits during the applicable Benefits Continuation Period, and as well as access to professional outplacement services.

For purposes of the employment agreements with the Executives, a "Change in Control" of the Company will be deemed to occur as of the first day that any one or more of the following conditions is satisfied:

- The "beneficial ownership" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of securities representing more than twenty-five percent (25%) of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Company Voting Securities") is accumulated, held or acquired by a Person (as defined in Section 3(a)(9) of the Exchange Act, as modified, and used in Sections 13(d) and 14(d) thereof) (other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, holders of capital stock of the Company as of the date hereof or an affiliate thereof, any corporation owned, directly or indirectly, by the Company's stockholders in substantially the same proportions as their ownership of stock of the Company); provided, however that any acquisition from the Company or any acquisition pursuant to a transaction that complies with clauses (A), (B) and (C) (listed below) will not be a Change in Control, and provided further, that immediately prior to such accumulation, holding or acquisition, such Person was not a direct or indirect beneficial owner of twenty-five percent (25%) or more of the Company Voting Securities;
- Individuals who, as of July 2, 2007, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors;
- Consummation by the Company of a reorganization, merger or consolidation, or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of another entity (a "Business Combination"), in each case, unless immediately following such Business Combination: (A) more than 60% of the combined voting power of then outstanding voting securities entitled to vote generally in the election of directors of (x) the corporation resulting from such Business Combination (the "Surviving Corporation"), or (y) if applicable, a corporation that as a result of such transaction owns the Company or all or

substantially all of the Company's assets either directly or through one or more subsidiaries (the "Parent Corporation"), is represented, directly or indirectly by Company Voting Securities outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Company Voting Securities, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) except to the extent that such ownership of the Company existed prior to the Business Combination and (C) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

- Approval by the Company's stockholders of a complete liquidation or dissolution of the Company.

However, in no event will a Change in Control be deemed to have occurred, with respect to the Executive, if the Executive is part of a purchasing group that consummates the Change in Control transaction. The Executive will be deemed "part of a purchasing group" if the Executive is an equity participant in the purchasing company or group (except: (i) passive ownership of less than two percent (2%) of the stock of the purchasing company; or (ii) ownership of equity participation in the purchasing company or group that is otherwise not significant, as determined prior to the Change in Control by a majority of the nonemployee continuing Directors; provided that, for purposes of the foregoing, participation as a management investor in such purchasing company will not be deemed to be within the exceptions provided for in (i) and (ii)).

*Confidentiality and Non-Competition.* Each Executive is subject to provisions restricting disclosure of non-public information. During the terms of their employment agreements and for two years thereafter (or, if such termination arises under circumstances where Mr. Mackie or Mr. Lowry is entitled to payments as a result of a Change of Control, during the period of his employment and for a period of 30 months thereafter), Messrs. Mackie and Lowry are prohibited from directly or indirectly carrying on, engaging or having a financial interest in any business which is in material competition with the business of the Company. During the term of her employment agreement and for 18 months thereafter (or, if such termination arises under circumstances where Ms. Wensel is entitled to payments as a result of a Change of Control, during the period of her employment and for a period of 24 months thereafter), Ms. Wensel is prohibited from directly or indirectly carrying on, engaging or having a financial interest in any business which is in material competition with the business of the Company.

## Other Potential Post-Employment Payments

Below is the estimated amount that each of Messrs. Mackie and Lowry and Ms. Wensel would be entitled to receive upon termination of their employment pursuant to the terms of their employment agreement.

### Potential Payments upon Termination or Change in Control

Name	Benefit	Termination without Cause or for Good Reason	Voluntary Termination	Death or Disability	Change in Control
Douglas B. Mackie	Base salary	\$ 800,000	\$ 400,000	\$ 400,000	\$ 1,000,000
	Bonus	995,096	497,548	497,548	1,243,870
	Benefits(1)	356,704	128,144	128,144	446,630
	Stock awards(2)	—	—	—	1,308,359
Deborah A. Wensel	Base salary	358,000	239,000	239,000	478,000
	Bonus	302,594	201,729	201,729	403,458
	Benefits(1)	127,583	36,760	36,760	170,111
	Stock awards(2)	—	—	—	496,646
Richard M. Lowry	Base salary	770,000	385,000	385,000	962,500
	Bonus	957,780	478,890	478,890	1,197,225
	Benefits(1)	337,221	119,669	119,669	422,277
	Stock awards(2)	—	—	—	1,308,359

(1) Benefits include auto, 401(k) lost benefit, medical and dental, profit sharing, 401(k) match, and life and disability insurance. The total amounts include the following:

Name	Benefit	Termination without Cause or for Good Reason	Voluntary Termination, Death or Disability	Change in Control
Douglas B. Mackie	401(k) Lost benefit	\$ 256,288	128,144	320,360
	Profit sharing	28,000	—	35,750
	401(k) match	31,000	—	38,750
Deborah A. Wensel	401(k) Lost benefit	55,140	36,760	73,520
	Profit sharing	21,000	—	28,000
	401(k) match	23,250	—	31,000
Richard M. Lowry	401(k) Lost benefit	239,338	119,669	299,173
	Profit sharing	28,000	—	35,750
	401(k) match	31,000	—	38,750

(2) All stock awards vest upon a sale of the company as defined in the management equity agreements. See "Certain Relationships and Related Party Transactions—Transactions with Related Persons—Agreements with Shareholders."

In addition, Messrs. Simonelli and Johnson would be entitled to severance compensation if the executive is terminated by the Company for any reason other than cause, death or permanent disability. Severance payments are based on years of service. Based on their years of service, Mr. Johnson would receive five months of severance pay and Mr. Simonelli would receive six months of severance pay. Payments would be made by the Company on a semi-monthly basis, but could be paid in a lump sum if agreed to by the Compensation Committee. If terminated on December 31, 2006, Mr. Simonelli and Mr. Johnson would have received approximately \$82,500 and \$50,500, respectively, as severance. Upon a sale of the Company (as defined in the management equity agreements), Mr. Simonelli's and Mr. Johnson's unvested stock would have vested and been valued at \$165,835 and \$116,883, respectively, as of December 31, 2006. See "Certain Relationships and Related Party Transactions—Transactions with Related Persons—Agreements with Shareholders."

***Compensation of Directors***

None of our directors received any compensation for their services as directors in 2006. In 2007, those directors who are not employees of the Company will receive \$60,000 per year, payable quarterly. Messrs. Grissom, Souleles, Leight and Weiss have declined any fees.



**Transactions with Related Persons**

***Agreements with Shareholders***

In connection with the Aldabra Merger on December 26, 2006, the Company entered into a management equity agreement and an investor rights agreement.

*Management Equity Agreement.* In connection with the Aldabra Merger, the management investors entered into an amended and restated management equity agreement. The shares of common stock held by our management stockholders were 60% vested as of the date of the merger with the remainder vesting 50% on December 22, 2007; and 50% on December 22, 2008; provided that, as of each such date the executive is and has continued to be employed by the Company or any of its subsidiaries. If an executive ceases to be employed by the Company or its subsidiaries prior to the vesting dates, the cumulative percentage of such executive's vesting shares to become vested shall be determined on a pro rata basis according to the number of days elapsed since the immediately preceding vesting date (or in the event of a termination before December 22, 2007, since December 22, 2006). In no event shall any vesting shares vest after the date that an executive ceases to be employed by the Company or one of its subsidiaries.

In the event of a sale of the Company, all of an executive's unvested shares shall become vested; provided that, as a condition to such vesting, the executive shall, if requested by the purchaser and for no additional consideration, agree to continue employment for up to 12 months following such sale so long as such executive's compensation package and job description immediately following such sale is reasonably similar in scope, remuneration, location and responsibility as prior to such event. For purposes of the management equity agreement, a "sale of the Company" means the sale of the Company to an independent third party or affiliated group of independent third parties pursuant to which such party or parties acquire (i) capital stock (or rights to acquire capital stock) of the Company possessing the voting power (or the right to acquire capital stock of the Company possessing the voting power) to elect a majority of the Company's board of directors (whether by merger, consolidation or sale or transfer of the company's capital stock) or (ii) substantially all of the Company's assets determined on a consolidated basis.

In the event an executive ceases to be employed by the Company or one of its subsidiaries for any reason, all of such executives unvested shares shall be subject to repurchase by the Company. The purchase price for such unvested shares shall be the lower of the fair market value ("FMV") and the original cost of such shares. In no event shall the Company have the right to repurchase vested shares.

Notwithstanding the foregoing, an executive terminated without cause whose unvested shares are repurchased by the Company (the "Called Shares") shall be entitled to a purchase price adjustment if: (i) within six months thereafter the Company engages in a merger, consolidation, acquisition, liquidation or public offering of common stock (other than (1) an offering on Form S-8 or any successor forms or any other registration statement relating to a special offering to the Company's employees or (2) a registration statement relating to a unit offering); and (ii) the per share consideration or net proceeds received by the executives in such transaction or offering exceeds the FMV used in calculating the purchase price of the Called Shares (adjusted downward to reflect what the per share consideration or net proceeds for the Called Shares would have been had the Called Shares been outstanding on the date of the closing such transaction or offering). In such event, the executive shall be entitled to receive an amount per Called Share equal to such excess multiplied by the applicable FMV price percentage within 30 days after the closing of any such transaction or offering.

For purposes of the management equity agreement, the following terms shall have the meanings as set forth below:

- "Cause" means the executive's (i) act or acts of dishonesty, moral turpitude or criminality, (ii) continued failure to perform such executive's duties as an employee or (iii) willful or deliberate violations of such executive's obligations to the Company that result in injury to the Company.
- "FMV price percentage" means 20% multiplied by the number of full years elapsed between the effective time of the merger and the termination date for such executive.

The unvested shares held by our management stockholders are subject to certain transfer restrictions. Specifically, the only permitted transfers of shares are those made pursuant to laws of descent and distribution or to an executive's family group (meaning such executive's spouse and descendants). Transferees of such shares shall be subject to the transfer restrictions as set forth in the management equity agreement.

*Investor Rights Agreement.* In connection with the Aldabra Merger, Aldabra Acquisition Corporation, Great Lakes, MDP, certain Aldabra stockholders and certain Great Lakes stockholders entered into an investor rights agreement. The investor rights agreement provides for certain registration rights with respect to the Aldabra Registrable Securities, the MDP Registrable Securities and the Other Registrable Securities. Holders of at least a majority of MDP Registrable Securities, or Aldabra Registrable Securities after February 17, 2008, will have the right to demand registration under the Securities Act of all or any portion of their registrable securities subject to certain amount and time limitations. Holders of the MDP Registrable Securities may demand two additional long-form registrations and an unlimited number of short-form registrations, while holders of the Aldabra Registrable Securities may only demand one long-form registration and one short-form registration. Additionally, whenever the Company proposes to register any of its securities under the Securities Act and the registration form to be used may be used for the registration of registrable securities, holders of Aldabra Registrable Securities, MDP Registrable Securities or Other Registrable Securities will have the right to request the inclusion of their registrable securities in such registration. The investor rights agreement also provides that MDP has the right to designate the number of directors to Great Lakes' Board that is proportionate to its voting power within the Company, as represented by the number of Great Lakes shares owned by MDP. Holders of more than 25% of MDP Registrable Securities will have certain information and inspection rights with respect to the Company.

Additionally, the investor rights agreement sets forth affirmative and negative covenants to which Great Lakes will be subject to as long as MDP owns more than 25% of the voting power of the Company. The negative covenants restrict the Company and/or its subsidiaries from conducting certain activities or taking certain actions, including, without limitation, making distributions on its capital stock, redemptions, purchase or acquisitions of its equity securities, issuance of debt or convertible or exchangeable debt securities, mergers and acquisitions, asset sales, liquidations, recapitalizations, non-ordinary business activities, change of organizational documents, and change of arrangements with its officers, directors, employees and other related persons. Pursuant to the affirmative covenants, without the prior written consent of MDP, Great Lakes and/or its subsidiaries is required to perform certain activities, including, without limitation, preservation of its corporate existence and material licenses, authorizations and permits necessary to the conduct of its business, maintenance of its material properties, discharge of certain statutory liens, performance under material contracts, compliance with applicable laws and regulations, preservation of adequate insurance coverage, and maintenance of proper books of record and account.

*Escrow of Aldabra Founders Shares.* All of the shares of Great Lakes' common stock that were issued to the founders of Aldabra, including Messrs. Berger, Leight, Deutsch and Weiss and their

respective affiliates, in exchange for their Aldabra common stock that was issued prior to Aldabra's initial public offering, were placed in escrow with Continental Stock Transfer & Trust Company, as escrow agent, until the earliest of:

- February 17, 2008;
- liquidation of the Company; and
- the consummation of a liquidation, merger, stock exchange or other similar transaction which results in all of our stockholders having the right to exchange their shares of common stock for cash, securities or other property subsequent to our consummating a business combination with a target business.

During the escrow period, these shares cannot be sold, but the holders of these shares will retain all other rights as stockholders, including, without limitation, the right to vote their shares of common stock and the right to receive cash dividends, if declared. If dividends are declared and payable in shares of common stock, such dividends will also be placed in escrow.

#### ***Transactions Involving Aldabra Acquisition Corporation***

Prior to Great Lakes' merger into a subsidiary of Aldabra, Aldabra entered into the transaction described below, in addition to entering into the escrow agreement described above:

In November 2004, Aldabra issued 1,000,000 shares (the "Private Shares") of its common stock to the following individuals (the "Aldabra Founders") for \$25,000 in cash, at an average purchase price of approximately \$0.025 per share as set forth below:

<b>Name</b>	<b>Number of Shares</b>	<b>Relationship to Aldabra</b>
Nathan D. Leight	425,925	Chairman of the Board
Jason G. Weiss	425,925	Chief Executive Officer
Leight Family 1998 Irrevocable Trust	46,075	Affiliate of Mr. Leight
JGW Trust Dated August 18, 2000	46,075	Affiliate of Mr. Weiss
Terrapin Partners Employee Partnership	26,000	Affiliate of Mr. Leight and Mr. Weiss
Jonathan W. Berger	10,000	Director
Peter R. Deutsch	10,000	Director
Stewart K.P. Gross	10,000	Director

On January 27, 2005, Aldabra board of directors authorized a stock dividend of one share of common stock for each outstanding share of common stock, effectively lowering the purchase price to approximately \$0.0125 per share.

Each of the Aldabra Founders also entered into a letter agreement with Aldabra and Morgan Joseph & Co. pursuant to which, among other things:

- each agreed to vote all Private Shares owned by him in accordance with the majority of the shares issued in connection with Aldabra's initial public offering voting in person or by proxy at the special meeting of stockholders if Aldabra solicited approval of its stockholders for a business combination;

- if Aldabra failed to consummate a business combination by August 24, 2006 (or by February 24, 2007 under certain limited circumstances), each agreed to take all reasonable actions within his power to cause Aldabra to liquidate as soon as reasonably practicable;
- each waived any and all rights he may have had to receive any distribution of cash, property or other assets as a result of such liquidation with respect to his Private Shares;
- each agreed that Aldabra could not consummate any business combination which involved a company which is affiliated with any of the Aldabra Founders unless Aldabra obtained an opinion from an independent investment banking firm reasonably acceptable to Morgan Joseph & Co. that the business combination is fair to Aldabra's stockholders from a financial perspective;
- each agreed that he and his affiliates would not be entitled to receive and would not accept any compensation for services rendered to Aldabra prior to the consummation of its business combination; and
- each agreed that he and his affiliates will not be entitled to receive or accept a finder's fee or any other compensation in the event he or his affiliates originated a business combination.

Terrapin Partners LLC, an affiliate of Nathan Leight, Jason Weiss, Lyla Oyakawa and Robert Plotkin, agreed that, through the acquisition of a target business, it would make available to Aldabra certain administrative, technology and secretarial services, as well as the use of certain limited office space, including a conference room, as Aldabra may require from time to time. Aldabra agreed to pay Terrapin Partners LLC \$7,500 per month for these services. This agreement was terminated upon consummation of the merger of GLDD Acquisitions Corp. into a subsidiary of Aldabra.

During 2004, Nathan Leight and Jason Weiss advanced \$70,000 to Aldabra to cover expenses related to Aldabra's initial public offering. The loans were payable without interest on the earlier of December 10, 2005 or the consummation of Aldabra's initial public offering. These loans were repaid in February 2005. In October 2006, Mr. Leight and Mr. Weiss each made an interest-free loan to Aldabra in the amount of \$150,000, which loans were repaid December 2006, in cash.

#### ***Family Relationships***

In March, 2007, the Company hired Kathleen J. Mackie as Assistant General Counsel of the Company. Ms. Mackie is the daughter of Douglas B. Mackie.

#### ***Review, Approval or Ratification of Transactions with Related Persons***

*Related Party Transaction Policies and Procedures.* All interested transactions with related parties are subject to the Company's Related Party Transaction Policies and Procedures (the "Related Party Transaction Policy"), which is set forth in writing. The Audit Committee is responsible for applying the Related Party Transaction Policy. For purposes of the Related Party Transaction Policy, the terms "interested transaction" and "related parties" are defined as follows:

- "interested transaction" means any transaction, arrangement or relationship or series of similar transactions, arrangements or relationships (including any indebtedness or guarantee of indebtedness) in which (i) the aggregate amount involved will or may be expected to exceed \$100,000 in any calendar year, (ii) the Company is a participant, and (iii) any related party has or will have a direct or indirect interest (other than solely as a result of being a director or a less than ten percent (10%) beneficial owner of another entity).

- "related party" means any (a) person who is or was (since the beginning of the last fiscal year for which the Company has filed a Form 10-K and proxy statement, even if they do not presently serve in that role) an executive officer, director or nominee for election as a director, (b) greater than five percent (5%) beneficial owner of the Company's common stock, or (c) immediate family member of any of the foregoing. Immediate family member includes a person's spouse, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and anyone residing in such person's home (other than a tenant or employee).

In determining the propriety of an interested transaction with a related party, the Audit Committee will take into account, among other factors it deems important, whether the interested transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of the related party's interest in the transaction.

The Company's board of directors has delegated to the Chair of the Audit Committee the authority to pre-approve or ratify (as applicable) any interested transaction with a related party in which the aggregate amount involved is expected to be less than \$500,000.

The Audit Committee has reviewed the following transactions and determined that each such transaction shall be deemed to be pre-approved or ratified under the terms of the Related Party Transaction Policy:

- *Employment of executive officers.* Any employment by the Company of an executive officer of the Company if:
  - the related compensation is required to be reported in the Company's proxy statement under Item 402 of the Securities and Exchange Commission's ("SEC's") compensation disclosure requirements (generally applicable to "named executive officers"); or
  - the executive officer is not an immediate family member of another executive officer or director of the Company, the related compensation would be reported in the Company's proxy statement under Item 402 of the SEC's compensation disclosure requirements if the executive officer was a "named executive officer," and the Company's Compensation Committee approved (or recommended that the Company's board of directors approve) such compensation.
- *Director compensation.* Any compensation paid to a director if the compensation is required to be reported in the Company's proxy statement under Item 402 of the SEC's compensation disclosure requirements.
- *Certain transactions with other companies.* Any transaction with another company at which a Related Person's only relationship is as an employee (other than an executive officer), director or beneficial owner of less than ten percent (10%) of that company's shares, if the aggregate amount involved does not exceed the greater of \$1,000,000 or two percent (2%) of that company's total annual revenues.
- *Certain Company charitable contributions.* Any charitable contribution, grant or endowment by the Company to a charitable organization, foundation or university at which a Related Person's only relationship is as an employee (other than an executive officer) or a director, if the aggregate amount involved does not exceed the greater of \$1,000,000 or two percent (2%) of the charitable organization's total annual receipts.
- *Transactions where all shareholders receive proportional benefits.* Any transaction where the Related Person's interest arises solely from the ownership of the Company's common stock and

all holders of the Company's common stock received the same benefit on a *pro rata* basis (e.g. dividends).

The entering into of the amended and restated management equity agreement and the investor rights agreement were approved by our entire board of directors in connection with the Aldabra Merger. Prior to the Aldabra Merger, we did not have an independent audit committee, as we were a privately-held company.

### **Director Independence**

The board of directors has determined that Messrs. Berger, Biemeck, Deutsch, Grissom and Souleles are independent directors as defined in the listing standards for the Nasdaq. Our Compensation Committee is comprised of Messrs. Souleles, Grissom and Weiss. Our Nominating Committee is comprised of Messrs. Souleles, Grissom and Leight.

In reaching the conclusion that Mr. Berger is independent, the board of directors considered the fact that he is the cousin of Mr. Leight. In reaching the conclusion that Mr. Biemeck is independent, the board of directors considered the fact the he served as chief financial officer of Great Lakes from 1994 to 1999. The board of directors concluded that these relationships did not impact the independence of these directors.

**PRINCIPAL AND SELLING STOCKHOLDERS**

Great Lakes Dredge & Dock Corporation was formed in connection with the Company's merger with Aldabra on December 26, 2006. The total amount of authorized capital stock of Great Lakes Dredge & Dock Corporation consists of 90,000,000 shares of common stock. As of July 19, 2007, Great Lakes had 58,458,824 shares of common stock outstanding. The common stock is the only class of equity capital entitled to vote on matters submitted to a vote.

The following table sets forth certain information with respect to the beneficial ownership of Great Lakes' common stock as of July 19, 2007, by (i) each person whom we know to own beneficially more than five percent of the outstanding shares of Great Lakes' common stock; (ii) each of Great Lakes' directors and named executive officers; and (iii) all of Great Lakes' directors and executive officers as a group. Unless otherwise stated, each of the persons in the table has sole voting and investment power with respect to the securities beneficially owned.

	Shares Beneficially Owned Prior to This Offering		Shares Being Sold in this Offering	Shares Beneficially Owned After This Offering		Optional Shares	Shares Beneficially Owned After This Offering Assuming Exercise of Underwriters' Option to Purchase Additional Shares	
	Number	Percent		Number	Percent		Number	Percent
Madison Dearborn(1)(2) Hound Partners LLC, Hound Performance LLC and Jonathan Auerbach(3)	26,841,997	45.92%	10,772,684	16,069,313	27.49%	1,734,395	14,334,918	24.52%
Douglas B. Mackie(4)(5)	515,212	*	16,500	486,712	*	—	486,712	*
Richard M. Lowry(4)	503,215	*	85,000	418,215	*	—	418,215	*
Deborah A. Wensel(4)(6)	191,018	*	60,000	131,018	*	—	131,018	*
David E. Simonelli(4)	63,783	*	—	63,783	*	—	63,783	*
Kyle Johnson(4)	44,803	*	—	44,803	*	—	44,803	*
Thomas S. Souleles(1)(7)	—	—	—	—	—	—	—	—
Douglas C. Grissom(1)(7)	—	—	—	—	—	—	—	—
Nathan Leight(8)	2,605,000	4.46	—	2,605,000	4.46	—	2,605,000	4.46
Jason Weiss(9)	2,498,750	4.27	600,000	1,898,750	3.25	—	1,898,750	3.25
Jonathan Berger(10)	20,400	*	—	20,400	*	—	20,400	*
Peter Deutsch(11)	21,800	*	—	21,800	*	—	21,800	*
Bruce J. Biemeck(12)	2,500	*	—	2,500	*	—	2,500	*
William F. Pagendarm(4)	70,627	*	23,000	47,627	*	—	47,627	*
J. Christopher Gillespie(4)	36,093	*	5,000	31,093	*	—	31,093	*
All directors and executive officers as a group	5,132,561	8.78	789,500	4,343,061	7.43	—	4,343,061	7.43
Other selling stockholders:								
Donald Luce	15,246	*	3,000	12,246	*	—	12,246	*
Christopher T. Mackie	18,909	*	4,500	14,409	*	—	14,409	*
Kathleen J. Mackie	18,909	*	6,000	12,909	*	—	12,909	*
Natalie A. Mackie	18,909	*	6,000	12,909	*	—	12,909	*
Randolph Street Partners VI	72,291	*	29,013	43,278	*	4,671	38,607	*
Northwestern University	14,459	*	5,803	8,656	*	934	7,722	*

\* Denotes less than 1%.  
(1) The address for each of Madison Dearborn Capital Partners IV, L.P. ("MDP") and Messrs. Souleles, and Grissom is c/o Madison Dearborn Partners, LLC, 70 W. Madison Street, Suite 3800, Chicago, Illinois 60602.

(2) Includes: 26,708,402 shares directly owned by MDP and 133,598 shares directly owned by Special Co-Invest Partners I ("Co-Invest"). Madison Dearborn Partners IV, L.P. ("MDP IV") is the general partner of MDP. John A. Canning, Jr., Paul J. Finnegan and Samuel M. Mencoff are the sole members of a limited partner committee of MDP IV (which is the general partner of MDP) that have the power, acting by majority vote, to vote or dispose of the shares held by MDP. William S.

Kirsch, as the managing general partner of Co-Invest, has the power to vote or dispose of the shares held by Co-Invest. The address for each of MDP, MDP IV, and Co-Invest is c/o Madison Dearborn Partners, LLC, 70 W. Madison Street, Suite 3800, Chicago, Illinois 60602. Of the shares being offered, 10,719,067 are being offered by MDP and 53,617 are being offered by Co-Invest. Of the optional shares, 1,725,762 are being offered by MDP and 8,632 are being offered by Co-Invest.

- (3) Jonathan Auerbach is the managing member of Hound Performance, LLC ("Hound Performance") and Hound Partners, LLC ("Hound Partners LLC"), investment management firms that serve as the general partner and investment manager, respectively, to Hound Partners, LP ("Hound Partners LP") and Hound Partners Offshore Fund, LP ("Hound Offshore"). Hound Partners LP may be deemed to be the beneficial owner of, and has the shared power to vote, dispose, or direct the voting or disposition of, 2,609,690 shares of common stock of Great Lakes Dredge & Dock Corporation. Hound Offshore may be deemed to be the beneficial owner of, and has the shared power to vote, dispose, or direct the voting or disposition of, 2,637,160 shares of common stock of Great Lakes Dredge & Dock Corporation. Hound Performance and Hound Partners LLC, as the general partner and investment manager, respectively, to Hound Partners LP and Hound Offshore, together with Jonathan Auerbach, as managing member of Hound Performance and Hound Partners LLC, may be deemed to be the beneficial owners of, and each has the shared power to vote, dispose, or direct the voting or disposition of, 5,246,850 shares of common stock of Great Lakes Dredge & Dock Corporation. The principal business address of Hound Partners, LLC, Hound Performance, LLC, and Jonathan Auerbach is 101 Park Avenue, 48th Floor, New York, New York 10178.
- (4) The address for each of Messrs. Mackie, Lowry, Simonelli, Johnson, Pagendarm, Gillespie and Luce and Ms. Wensel is c/o Great Lakes Dredge & Dock Corporation, 2122 York Road, Oak Brook, Illinois 60523.
- (5) Includes (i) 105,267 shares held by Mr. Mackie's children, and (ii) 12,000 common shares held by the wife of Mr. Mackie. The shares being sold in the offering are being sold by Mr. Mackie's children, Christopher T. Mackie, Kathleen J. Mackie and Natalie A. Mackie, as set forth under "Other Selling Stockholders."
- (6) Shares are held by the Deborah A Wensel Living Trust, for which Ms. Wensel serves as trustee.
- (7) Mr. Souleles and Mr. Grissom are managing directors of MDP LLC, the general partner of MDP IV, which in turn is the general partner of MDP. As a result, Mr. Souleles and Mr. Grissom may be deemed to share beneficial ownership of the shares owned by MDP. Each of Messrs. Souleles and Grissom disclaims beneficial ownership of the shares held of record by MDP, except to the extent of any pecuniary interest therein.
- (8) Includes (i) 367,250 shares of common stock held by the Leight Family 1998 Irrevocable Trust, a trust established for the benefit of Mr. Leight's family of which his wife is the trustee, (ii) 52,000 shares of common stock held by the Terrapin Partners Employee Partnership, and (iii) 33,000 shares of common stock held by the wife of Mr. Leight, and (iv) 4,000 shares of common stock held by various family trust. Terrapin Partners LLC is the general partner of Terrapin Partners Employee Partnership and Mr. Leight is the co-manager of Terrapin Partners LLC. The Terrapin Partners Employee Partnership intends to distribute its shares to its beneficiaries at a later date. To the extent such shares are not distributed to the current beneficiaries, they will be distributed to other Terrapin Partners LLC employees. The business address for Mr. Leight is c/o Terrapin Partners LLC, 540 Madison Avenue, 17th Floor, New York, New York 10022.
- (9) Includes (i) 1,861,884 shares of common stock held by the Jason G. Weiss Revocable Trust dated August 2, 2000, (ii) 584,466 shares of common stock held by the JGW Grantor Retained Annuity Trust 2006 dated June 15, 2006, a trust established for the benefit of Mr. Weiss' family, (iii) 52,000 shares of common stock held by the Terrapin Partners Employee Partnership, and (iv) 400 shares of common stock held by various family trusts and IRAs. Terrapin Partners LLC is the general partner of Terrapin Partners Employee Partnership and Mr. Weiss is the co-manager of Terrapin Partners LLC. The Terrapin Partners Employee Partnership intends to distribute its shares to its beneficiaries at a later date. To the extent such shares are not distributed to the current beneficiaries, they will be distributed to other Terrapin Partners LLC employees. Does not include 92,150 shares of common stock held by the JGW Trust dated August 18, 2000, a trust established for the benefit of Mr. Weiss' family. Mr. Weiss disclaims beneficial ownership of the shares held by the JGW Trust because they were irrevocably transferred to the trust and Mr. Weiss is not the trustee. The business address for Mr. Weiss is c/o Terrapin Partners LLC, 540 Madison Avenue, 17th Floor, New York, New York 10022.
- (10) The business address for Mr. Berger is c/o Navigant Consulting, Inc., 1180 Peachtree Street, N.E., Suite 1900 Atlanta, Georgia 30309.
- (11) The business address for Mr. Deutsch is P.O. Box 817689, Hollywood, Florida 33081.
- (12) The address for Mr. Biemeck is 39851 N. Old Stage Road, Cave Creek, AZ 85331.



## DESCRIPTION OF CAPITAL STOCK

*The following description of the material terms of Great Lakes' common stock and warrants is a summary of specified provisions of the charter and bylaws of Great Lakes. This description is subject to relevant provisions of the General Corporation Law of the State of Delaware (the "DGCL") and reference to the actual charter and bylaws of Great Lakes. The current charter and bylaws of Great Lakes are filed as an exhibit to the registration statement of which this prospectus is a part.*

### **Capital Stock**

#### **General**

Great Lakes is authorized to issue 90,000,000 shares of common stock and 1,000,000 shares of preferred stock. The par value of each share of common stock and preferred stock is \$0.0001.

#### **Common Stock**

Subject to prior rights of the holders, if any, of the shares of preferred stock, the holders of shares of common stock are entitled to share ratably in any distribution of Great Lakes' assets upon dissolution, liquidation or winding up, after the satisfaction of all debts and other liabilities. In general, holders of Great Lakes' common stock are entitled to one vote for each share of common stock they own and do not have cumulative voting rights. Common stock, however, may not vote on any amendment to Great Lakes' charter that relates solely to the terms of a series of preferred stock if the holders of the series are entitled to vote separately or with the holders of one or more other series. No holder of common stock will have any preemptive rights with respect to the common stock or any other securities of Great Lakes, or to any obligations convertible (directly or indirectly) into securities of Great Lakes.

#### **Preferred Stock**

Great Lakes' board of directors is authorized to issue shares of preferred stock in one or more series, to establish the number of shares to be included in each series, and to fix the voting powers, if any, and other rights of the shares of each such series. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, adversely affect the voting power of holders of Great Lakes' common stock. As of the date of this prospectus, there are no outstanding shares of preferred stock.

#### **Election and Removal of Directors**

The directors of Great Lakes are elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors; provided that, whenever the holders of any class or series of capital stock of Great Lakes are entitled to elect one or more directors, such directors will be elected by a plurality of the votes of such class or series present in person or represented by proxy at the meeting and entitled to vote in the election of such directors.

The directors are divided into three classes, designated Class I, Class II and Class III. The Board is authorized to assign members of the Board already in office to such classes at the time such classification becomes effective by resolution of the Board. The term of the initial Class I directors will terminate on the date of the 2007 annual meeting; the term of the initial Class II directors will terminate on the date of the 2008 annual meeting; and the term of the initial Class III directors will terminate on the date of the 2009 annual meeting. At each succeeding annual meeting of the stockholders, successors to the class of directors whose term expires at that annual meeting will be elected for a three-year term. If the number of directors is changed, any increase or decrease will be apportioned among the classes so as to maintain the number of directors in each class as nearly equal

as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class will hold office for a term that will coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

Subject to the rights of the holders of any series of preferred stock then outstanding, (a) as long as MDP owns capital stock of Great Lakes that possesses 25% or more of the voting power of all capital stock of Great Lakes entitled to vote generally in the election of directors (voting together as a single class), any director may be removed at any time for any reason upon the election of holders of a majority of the voting power of the capital stock of Great Lakes entitled to vote generally in the election of directors, and (b) from and after the date that MDP owns capital stock of Great Lakes that possesses less than 25% of the voting power of all capital stock of Great Lakes entitled to vote generally in the election of directors (voting together as a single class), any director may be removed from office at any time, but only for cause, at a meeting called for that purpose, but only by the affirmative vote of the holders of at least 66<sup>2</sup>/<sub>3</sub>% of the voting power of all outstanding shares of common stock entitled to vote at an election of directors, voting together as a single class. Vacancies and newly created directorships resulting from any increase in the authorized number of directors and vacancies created from the death, disqualification, resignation or removal of any director will be filled by directors possessing a majority of the voting power of all directors.

#### **Anti-Takeover Effects of Unissued Shares**

##### ***Common Stock***

Great Lakes has 58,458,824 shares of common stock outstanding as of July 19, 2007. The remaining shares of authorized but unissued common stock will be available for future issuance. While the additional shares are not designed to deter or prevent a change of control, under some circumstances, Great Lakes could use the additional shares to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control by, for example, issuing shares in private placements to purchasers who might side with Great Lakes' board of directors opposing a hostile takeover bid.

##### ***Preferred Stock***

The existence of authorized but unissued shares of preferred stock could reduce Great Lakes attractiveness as a target for an unsolicited takeover bid, since it could, for example, issue preferred stock to parties who might oppose such a takeover bid or contain terms that a potential acquirer may find unattractive. This may have the effect of delaying or preventing a change of control, discourage bids for the common stock at a premium over market and adversely affect the market price of, and the voting and other rights of the holders of, common stock.

##### ***Restrictions on Transfer and Ownership***

Great Lakes' charter contains restrictions on transfer and ownership to ensure its compliance with the Merchant Marine Act, 1920, as amended, the Shipping Act, 1916, as amended, the Foreign Dredge Act of 1906 (46 U.S.C. app. §292) and other statutes regulating or authorizing dredging in the navigable waters of the United States and any successor statutes thereto, and the regulations promulgated thereunder, in each case as amended or supplemented from time to time (collectively, "Maritime Laws"). Specifically, Great Lakes' charter provides that any person other than a citizen of the United States within the meaning of the Maritime Laws (a "Non-U.S. Citizen") may not beneficially own, individually or in the aggregate, with respect to any class or series of capital stock of Great Lakes, more than the lesser of (1) 22.5% of the shares of such class or series of capital stock of Great Lakes from time to time issued and outstanding, and (2) 90% of the maximum percentage of the issued and outstanding shares of such class or series of capital stock of Great Lakes permitted to be

beneficially owned, individually or in the aggregate, by Non-U.S. Citizens under the Maritime Laws so that Great Lakes does not cease to be qualified under the Maritime Laws to own and operate vessels that may engage in dredging in the navigable waters of the United States and to transport dredged material between points in the United States. We refer to this percentage as the "Permitted Percentage."

A person will be deemed to be the "beneficial owner" of, or to "beneficially own," or to have "beneficial ownership" of, shares or interests in an entity to the extent such person would be deemed to be the "beneficial owner" thereof pursuant to Rule 13d-3 promulgated by the Securities and Exchange Commission under the Exchange Act, as such rule may be amended or supplemented from time to time, and any successor rule to such rule, and such terms will apply to and include the holder of record of any such shares or interests.

To help ensure that at no time Non-U.S. Citizens, individually or in the aggregate, become the beneficial owners of more than the Permitted Percentage of the issued and outstanding shares of any class or series of capital stock of Great Lakes, and to enable Great Lakes to submit any proof that it is a U.S. citizen as required by any applicable law or by any contract with the United States government (or any agency thereof) or any other person, Great Lakes' charter contains the following provisions:

*Stock Certificates.* Great Lakes has a dual stock certificate system such that each certificate representing shares of each class or series of capital stock of Great Lakes that are beneficially owned by a U.S. Citizen will be marked "U.S. Citizen" and each certificate representing shares of each class or series of capital stock of Great Lakes that are beneficially owned by a Non-U.S. Citizen will be marked "Non-U.S. Citizen." All stock certificates are identical in all other respects. An application to transfer shares will be set forth on the back of each certificate, in which a person seeking to take title to the shares represented by such certificate will apply to Great Lakes to transfer the number of shares indicated therein and will certify as to its citizenship and the citizenship of any beneficial owner for whom or for whose account such person will hold such shares. A statement will be set forth on the face or back of each certificate representing shares of each class or series of capital stock of Great Lakes to the effect that: (1) such shares and the beneficial ownership thereof are subject to restrictions on transfer set forth in the Certificate of Incorporation; and (2) Great Lakes will furnish without charge to each stockholder of Great Lakes who so requests a copy of the Certificate of Incorporation.

*Transfers.* Any purported transfer of beneficial ownership of any shares of any class or series of capital stock of Great Lakes (excluding, for the avoidance of doubt, the original issuance of such shares by Great Lakes), the effect of which would be to cause one or more Non-U.S. Citizens in the aggregate to beneficially own shares of any class or series of capital stock of Great Lakes in excess of the Permitted Percentage for such class or series, will be void and ineffective. A citizenship certification and certain other documentation may be required by Great Lakes or its transfer agent from all transferees (and from any recipient upon original issuance) of shares of capital stock of Great Lakes. If such transferee (or recipient) is acting as a fiduciary or nominee for a beneficial owner, with respect to such beneficial owner, the registration of transfer (or the closing of such original issue) will be denied upon refusal to furnish such certificate.

*Excess Shares.* If on any date (including, without limitation, any record date) (each, an "Excess Share Date") the number of shares of a class or series of capital stock of Great Lakes beneficially owned by Non-U.S. Citizens exceeds the Permitted Percentage with respect to such class or series of capital stock, irrespective of the date on which such event becomes known to Great Lakes (such shares in excess of the Permitted Percentage, the "Excess Shares"), then the shares of such class or series of capital stock of Great Lakes that constitute "Excess Shares" will be those shares that have been acquired by or become beneficially owned by Non-U.S. Citizens, starting with the most recent acquisition of beneficial ownership of such shares by a Non-U.S. Citizen and including, in reverse chronological order of acquisition, all other acquisitions of beneficial ownership of such shares by

Non-U.S. Citizens from and after the acquisition of beneficial ownership of such shares by a Non-U.S. Citizen that first caused such Permitted Percentage to be exceeded. Great Lakes will have the sole power to determine, in the exercise of its reasonable judgment, those shares of such class or series that constitute Excess Shares and may, in its reasonable discretion, rely on any reasonable documentation provided by Non-U.S. Citizens with respect to the date of their acquisition of beneficial ownership of Excess Shares. If the acquisition of beneficial ownership of more than one Excess Share occurs on the same date, then the order in which such acquisitions will be deemed to have occurred on such date will be determined by lot or such shares will be treated as Excess Shares on a pro rata basis as Great Lakes may, in its reasonable discretion, deem appropriate. Excess Shares that result from a determination that a beneficial owner has ceased to be a U.S. Citizen will be deemed to have been acquired as of the date that such beneficial owner ceased to be a U.S. Citizen. Great Lakes may adjust upward to the nearest whole share the number of shares of such class or series deemed to be Excess Shares.

*Additional Remedies for Exceeding Permitted Percentage.* In the event that (i) the transfer restrictions would not be effective for any reason to prevent the transfer (a "Proposed Transfer") of beneficial ownership of any Excess Share of any class or series of the capital stock of Great Lakes to a Non-U.S. Citizen (a "Proposed Transferee"), (ii) a change in the status (a "Status Change") of a U.S. Citizen to a Non-U.S. Citizen (a "Disqualified person") causes a share of any class or series of capital stock of Great Lakes of which such U.S. Citizen is the beneficial owner immediately prior to such change to constitute an Excess Share, or (iii) the original issuance by Great Lakes of a share of any class or series of capital stock of Great Lakes to a Non-U.S. Citizen (a "Disqualified Recipient") results in such share constituting an Excess Share, then, effective as of immediately before the consummation of such Proposed Transfer (in the case of such Proposed Transferee) or such Status Change (in the case of such Disqualified person), and as of the time of issuance of such Excess Share (in the case of such Disqualified Recipient), such Excess Share will to the fullest extent permitted by law be eligible for redemption by Great Lakes, and such Non-U.S. Citizen (each, a "Restricted person") will neither acquire nor have any rights or interests in such Excess Share subject to redemption.

*Redemption.* Great Lakes, by action of the Board, in its sole discretion, has the power to redeem Excess Shares, unless such redemption is not permitted under the DGCL or other provisions of applicable law, but Great Lakes does not have any obligation under its charter to redeem any Excess Shares. Until such time as any Excess Shares subject to redemption by Great Lakes are redeemed, the holders of such Excess Shares will to the fullest extent permitted by law not be entitled to any voting rights with respect to such Excess Shares, and Great Lakes will pay into an escrow account dividends and any other distributions (upon liquidation or otherwise) in respect of such Excess Shares. Full voting rights will be restored, and any dividends or distributions with respect thereto that have been previously paid into an escrow account will be due and paid promptly after such time as, and to the extent that, such shares have ceased to be Excess Shares. The terms and conditions of redemptions by Great Lakes of Excess Shares will be as follows:

- The per share redemption price (the "Redemption Price") to be paid for each Excess Share will be the Fair Market Value of such Excess Share as of the date of redemption plus the amount of any dividend or any other distribution paid into an escrow account by Great Lakes. For purposes of determining Fair Market Value:
- The "Fair Market Value" of one share of a particular class or series of the capital stock of Great Lakes as of any date will mean the average of the daily "Market Price" (as defined below) of one share of such capital stock for the 20 consecutive "Trading Days" (as defined below) immediately preceding such date, or, if such capital stock is not listed or admitted for unlisted trading privileges on any National Securities Exchange, the fair value of a share of such class or series of capital stock on such date as determined in good faith by the Board;

- The "Market Price" of a share of a class or series of capital stock of Great Lakes for a particular day will mean: (A) the last reported sales price on such day, or, in case no sale takes place on such day, the average of the reported closing bid and asked prices on such day, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted for unlisted trading privileges on the principal National Securities Exchange on which such class or series of capital stock is then listed or admitted for unlisted trading privileges; or (B) if such class or series of capital stock is not then listed or admitted for unlisted trading privileges on any National Securities Exchange, the last quoted price on such day, or, if not so quoted, the average of the closing bid and asked prices on such day in the over-the-counter market, as reported by The Nasdaq Stock Market or such other system then in use; or (C) if on any such day such class or series of capital stock is not quoted by any such organization, the average of the bid and asked prices on such day as furnished by a professional market maker making a market in such capital stock selected by Great Lakes; or (D) if on any such day no market maker is making a market in such capital stock, the fair value of a share of such class or series of capital stock on such day as determined in good faith by the Board (or a duly authorized committee thereof);
- "Trading Day" will mean a day on which the principal National Securities Exchange on which shares of any class or series of the capital stock of Great Lakes are listed is open for the transaction of business or, if such capital stock is not listed or admitted for unlisted trading privileges on any National Securities Exchange, a day on which banking institutions in New York City generally are open; and
- "National Securities Exchange" will mean an exchange registered with the Securities and Exchange Commission under Section 6(a) of the Exchange Act, as such section may be amended or supplemented from time to time, and any successor to such statute, or The Nasdaq Stock Market or any successor thereto.

The Redemption Price will be paid in cash (by wire transfer or bank or cashier's check) or by the issuance of Redemption Notes, as determined by the Board in its sole discretion. "Redemption Notes" will mean interest-bearing promissory notes of Great Lakes with a maturity of not more than 10 years from the date of issue and bearing interest at a fixed rate equal to the yield on the U.S. Treasury Note having a maturity comparable to the term of such promissory notes as published in The Wall Street Journal or comparable publication at the time of the issuance of the promissory notes.

Written notice of the date on which the Excess Shares will be redeemed (the "Redemption Date"), together with a letter of transmittal to accompany certificates representing the Excess Shares that are surrendered for redemption (if any), will be given either by hand delivery or by overnight courier service or by first-class mail, postage prepaid, to each holder of record of the Excess Shares to be redeemed, at such holder's last known address as the same appears on the stock register of Great Lakes (unless such notice is waived in writing by any such holders) (the "Redemption Notice").

If a Redemption Notice has been duly sent to the record holders of the Excess Shares to be redeemed and Great Lakes has irrevocably deposited or set aside cash consideration sufficient to pay the Redemption Price to such record holders of such Excess Shares, then dividends will cease to accrue on all such Excess Shares to be redeemed, all such Excess Shares will no longer be deemed outstanding and all right, title and interest in respect of such Excess Shares will forthwith cease and terminate, except only the right of the record holders thereof to receive the Redemption Price, without interest.

*Requirement to Provide Citizenship Information.* Great Lakes may, to the fullest extent permitted by law, require the beneficial owners of shares of any class or series of Great Lakes' capital stock to confirm their citizenship status from time to time, and, as a condition to acquiring and having beneficial ownership of shares of any class or series of capital stock of Great Lakes, every beneficial owner of any such shares must comply with the following provisions:

- promptly upon a beneficial owner's acquisition of beneficial ownership of five (5%) percent or more of the outstanding shares of any class or series of capital stock of Great Lakes, and at such other times as Great Lakes may determine by written notice to such beneficial owner, such beneficial owner must provide to Great Lakes a written statement or an affidavit, as specified by Great Lakes, duly signed, stating the name and address of such beneficial owner, the number of shares of each class or series of capital stock of Great Lakes beneficially owned by such beneficial owner as of a recent date, the legal structure of such beneficial owner, a statement as to whether such beneficial owner is a U.S. Citizen, and such other information required by 46 C.F.R. part 355;
- promptly upon request by Great Lakes, any beneficial owner must provide to Great Lakes a written statement or an affidavit, as specified by Great Lakes, duly signed, stating the name and address of such beneficial owner, the number of shares of each class or series of capital stock of Great Lakes beneficially owned by such beneficial owner as of a recent date, the legal structure of such beneficial owner, a statement as to whether such beneficial owner is a U.S. Citizen, and such other information required by 46 C.F.R. part 355;
- promptly upon request by Great Lakes, any beneficial owner must provide to Great Lakes a written statement or an affidavit, as specified by Great Lakes, duly signed, stating the name and address of such beneficial owner, together with reasonable documentation of the date and time of such beneficial owner's acquisition of beneficial ownership of the shares of any class or series of capital stock of Great Lakes specified by Great Lakes in its request;
- every beneficial owner must provide, or authorize such beneficial owner's broker, dealer, custodian, depository, nominee or similar agent with respect to the shares of each class or series of Great Lakes' capital stock beneficially owned by such beneficial owner to provide, to Great Lakes such beneficial owner's address; and
- every beneficial owner must provide to Great Lakes, at any time such beneficial owner ceases to be a U.S. Citizen, as promptly as practicable but in no event more than two business days after the date such beneficial owner ceases to be a U.S. Citizen, a written statement, duly signed, stating the name and address of such beneficial owner, the number of shares of each class or series of capital stock of Great Lakes beneficially owned by such beneficial owner as of a recent date, the legal structure of such beneficial owner, and a statement as to such change in status of such beneficial owner to a Non-U.S. Citizen.

Great Lakes may at any time require reasonable proof, in addition to the citizenship certifications and the written statements and affidavits required under the charter, of the citizenship of the beneficial owner or the proposed transferee or, in the case of original issuance, the recipient (and, if such transferee or recipient is acting as a fiduciary or nominee for a beneficial owner, with respect to such beneficial owner) of shares of any class or series of Great Lakes' capital stock. If not provided by the date set forth in a written request, then the voting rights of such beneficial owner's shares of capital stock will, to the fullest extent permitted by law, be suspended, and any dividends or other distributions with respect to such shares will be paid into an escrow account, until such requested documentation is submitted in form and substance reasonably satisfactory to Great Lakes. Great Lakes, acting through its Board, will have the power, in its sole discretion, to extend the date by which such requested documentation must be provided and/or to waive the application of these provisions in any particular instance.

#### **Transfer Agent and Registrar**

The transfer agent and registrar for Great Lakes common stock and warrants is Continental Stock Transfer & Trust Company, 17 Battery Place, New York, New York 10004, (212) 509-4000.

## SHARES ELIGIBLE FOR FUTURE SALE

As of July 19, 2007, there were 58.4 million shares of Great Lakes common stock outstanding. Following this offering, approximately 37.9 million shares are eligible for sale in the public market without restriction by persons other than our "affiliates." Under the Securities Act, an "affiliate" of a company is a person that directly or indirectly controls, is controlled by, or is under common control with that company. The remaining approximately 20.5 million shares of our common stock may generally only be resold by the holders of those shares in accordance with Rule 145 under the Securities Act, as described below, or pursuant to an effective registration statement under the Securities Act. Of such shares, approximately 2 million shares are being held in escrow until February 17, 2008 pursuant to an escrow agreement entered into between Aldabra and certain of its founders. See "Certain Relationships and Related Party Transactions" for a description of the escrow agreement Aldabra entered into with certain of its founders.

### Rule 144

The resale of shares that are held by our "affiliates" are governed by the following requirements of Rule 144 of the Securities Act. In general, under Rule 144 as currently in effect, an "affiliate" would be entitled to sell, within any three-month period, a number of shares that does not exceed the greater of 1% of the number of shares of common stock then outstanding or the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale. Sales under Rule 144 are also governed by other requirements regarding the manner of sale, notice filing and the availability of current public information about us. The selling stockholders will not be governed by the foregoing restrictions when selling their shares pursuant to this prospectus.

The SEC has taken the position that promoters or affiliates of a blank check company and their transferees, both before and after a business combination, would act as an "underwriter" under the Securities Act, when reselling the securities of a blank check company. Accordingly, the SEC believes that those securities can be resold only through a registered offering and that Rule 144 would not be available for those resale transactions despite technical compliance with the requirements of Rule 144.

### Rule 145

In general, under Rule 145 under the Securities Act, the "affiliates" of Aldabra and Great Lakes at the time the Aldabra Merger was consented to by such shareholders may only sell shares of our common stock acquired in connection with the Aldabra Merger if:

- current public information about us exists and the sale is made in accordance with the volume and manner of sale provisions of Rule 144;
- such person is not our "affiliate" at the time of sale, current public information about us exists and a period of at least one year has elapsed since the date the securities were acquired from us in such transaction; or
- such person is not, and had not been for at least three months, our "affiliate" and a period of at least two years has elapsed since the date the securities were acquired from us in such transaction.

The selling stockholders will not be governed by the foregoing restrictions when selling their shares pursuant to this prospectus.

### Registration Rights

After the completion of this offering, holders of approximately 22.3 million shares of our common stock will be entitled to certain rights with respect to the registration of such shares under the Securities Act. See "Certain Relationships and Related Party Transactions" for a description of the registration agreement we have entered into with certain of our stockholders.

## UNDERWRITING

Banc of America Securities LLC and Lehman Brothers Inc. are acting as representatives and joint book-running managers of the offering. Under the terms and subject to the conditions contained in an underwriting agreement dated \_\_\_\_\_, 2007 among the underwriters, the selling stockholders and us, certain of the selling stockholders have severally agreed to sell to the underwriters named below, and each underwriter has severally agreed to purchase, the number of shares of common stock listed next to its name in the following table:

Underwriter	Number of Shares
Banc of America Securities LLC	
Lehman Brothers Inc.	
Credit Suisse Securities (USA) LLC	
Cantor Fitzgerald & Co.	
Lazard Capital Markets LLC	
Morgan Joseph & Co.	
ABN AMRO Rothschild LLC	
Total	11,600,000

The underwriting agreement is subject to a number of terms and conditions and provides that the underwriters are obligated to purchase all of the shares of common stock in the offering if any are purchased, other than those shares covered by the option to purchase additional shares described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

Certain of the selling stockholders have granted to the underwriters an option to purchase up to 1,740,000 additional shares of common stock at the public offering price less the underwriting discounts and commissions. The option may be exercised at any time and from time to time, in whole or in part, within 30 days after the date of this prospectus. These additional shares would cover sales by the underwriters which exceed the total number of shares shown in the table above. To the extent that the underwriters exercise this option, each underwriter will purchase additional shares from us in approximately the same proportion as it purchased the shares shown in the table above. If purchased, the additional shares will be sold by the underwriters on the same terms as those on which the other shares are sold.

The underwriters propose to offer the shares of common stock initially at the public offering price on the cover page of this prospectus and to selling group members at that price less a selling concession of not more than \$ \_\_\_\_\_ per share on sales to other broker/dealers. After the initial public offering, the underwriters may change the public offering price and concession and discount to broker/dealers.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by the selling stockholders. These amounts are shown assuming no exercise and full exercise of the underwriters' option to purchase additional shares. We have agreed to pay the offering expenses of the selling stockholders, except for the underwriting discounts and commissions. We estimate that the expenses of the offering to be paid by us will be approximately \$0.5 million.

	Paid by Selling Stockholders	
	No Exercise	Full Exercise
Per Share	\$	\$
Total	\$	\$



We, our directors and executive officers, the selling stockholders and certain of our existing stockholders who will hold in the aggregate approximately 19.8 million shares of our common stock following this offering, assuming no exercise of the underwriters' option to purchase additional shares, have entered into lock-up agreements with the underwriters (or with us and we have agreed with the underwriters not to waive such agreements). Under these agreements, subject to exceptions, we may not issue any new shares of common stock, and we and the other parties entering into a lock-up agreement may not, directly or indirectly, offer, sell, contract to sell, pledge or otherwise dispose of or hedge any shares of common stock or securities convertible into or exchangeable for shares of common stock, or publicly announce the intention to do any of the foregoing, without the prior written consent of Banc of America Securities LLC and Lehman Brothers, Inc. for a period of 90 days from the date of this prospectus. This consent may be given at any time without public notice. In addition, during this lock-up period, we have also agreed not to file any registration statement for, and each of the other parties entering into a lock-up agreement has agreed not to make any demand for, or exercise any right of, the registration of, any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock without the prior written consent of the representatives of the underwriters.

We and the selling stockholders have agreed to indemnify the underwriters against liabilities under the Securities Act, or to contribute to payments that the underwriters may be required to make in that respect.

Our common stock is traded on The Nasdaq Global Market under the symbol "GLDD."

We, our subsidiaries and Madison Dearborn Capital Partners IV, L.P. or its affiliates may from time to time enter into other investment banking, commercial banking and other financial services relationships with the underwriters or their affiliates pursuant to which the underwriters will receive customary fees and will be entitled to reimbursement for all related reasonable disbursements and out-of-pocket expenses. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory, investment and corporate banking services for us and our affiliates and the selling stockholders for which they received or will receive customer fees and expenses. Under our senior credit facilities, affiliates of the underwriters act as lenders. Lazard Frères & Co. LLC referred this transaction to Lazard Capital Markets LLC and will receive a referral fee from Lazard Capital Markets LLC in connection therewith.

In connection with this offering, the underwriters may engage in activities that stabilize, maintain or otherwise affect the price of our common stock, including:

- stabilizing transactions;
- short sales;
- syndicate covering transactions;
- imposition of penalty bids; and
- purchases to cover positions created by short sales.

Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of our common stock while this offering is in progress. Stabilizing transactions may include making short sales of our common stock, which involves the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering, and purchasing shares of common stock from us or on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' option to purchase additional shares referred to above, or may be "naked" shorts, which are short positions in excess of that amount. Syndicate covering transactions

involve purchases of our common stock in the open market after the distribution has been completed in order to cover syndicate short positions.

The underwriters may close out any covered short position either by exercising their option to purchase additional shares, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared to the price at which the underwriters may purchase shares as referred to above.

A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market that could adversely affect investors who purchased in this offering. To the extent that the underwriters create a naked short position, they will purchase shares in the open market to cover the position.

The representatives also may impose a penalty bid on underwriters and dealers participating in the offering. This means that the representatives may reclaim from any syndicate members or other dealers participating in the offering the underwriting discount, commissions or selling concession on shares sold by them and purchased by the representatives in stabilizing or short covering transactions.

These activities may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result of these activities, the price of our common stock may be higher than the price that otherwise might exist in the open market. If the underwriters commence the activities, they may discontinue them at any time. The underwriters may carry out these transactions on The Nasdaq Global Market, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the common stock. In addition, neither we nor any of the underwriters make representation that the representatives will engage in these stabilizing transactions or that any transaction, once commenced, will not be discontinued without notice.

In connection with the offering, underwriters and selling group members may engage in passive market making transactions in the common stock on The Nasdaq Global Market in accordance with Rule 103 of Regulation M under the Securities Exchange Act of 1934 during the period before the commencement of offers or sales of common stock and extending through the completion of distribution. A passive market maker must display its bids at a price not in excess of the highest independent bid of the security. However, if all independent bids are lowered below the passive market maker's bid that bid must be lowered when specified purchase limits are exceeded.

A prospectus in electronic format may be made available on the web sites maintained by one or more of the underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on any underwriter's or selling group member's web site and any information contained in any other web site maintained by an underwriter or selling group member is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or any underwriter or selling group member in its capacity as underwriter or selling group member and should not be relied upon by investors. In addition, shares may be sold by underwriters to securities dealers who resell shares to online brokerage account holders.

Each underwriter intends to comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers common stock or has in its possession or distributes the prospectus.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date), an offer of the common stock to the public may not be made in that Relevant Member State prior to the publication of a prospectus in relation to the common stock which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of the common stock to the public in that Relevant Member State at any time:

- (a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- (b) to any legal entity which has two or more of (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (c) in any other circumstances falling within Article 3 (2) of the Prospectus Directive;

provided that no such offer of securities shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of securities to the public" in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

No prospectus (including any amendment, supplement or replacement thereto) has been prepared in connection with the offering of the common stock that has been approved by the Autorité des marchés financiers or by the competent authority of another State that is a contracting party to the Agreement on the European Economic Area and notified to the Autorité des marchés financiers; no common stock has been offered or sold and will be offered or sold, directly or indirectly, to the public in France except to permitted investors ("Permitted Investors") consisting of persons licensed to provide the investment service of portfolio management for the account of third parties, qualified investors (investisseurs qualifiés) acting for their own account and/or investors belonging to a limited circle of investors (cercle restreint d'investisseurs) acting for their own account, with "qualified investors" and "limited circle of investors" having the meaning ascribed to them in Articles L. 411-2, D. 411-1, D. 411-2, D. 411-4, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the French Code Monétaire et Financier and applicable regulations thereunder; none of this prospectus or any other materials related to the offering or information contained therein relating to the common stock has been released, issued or distributed to the public in France except to Permitted Investors; and the direct or indirect resale to the public in France of any shares of Series A common stock acquired by any Permitted Investors may be made only as provided by Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Code Monétaire et Financier and applicable regulations thereunder.

In addition:

- (i) an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) has only been communicated or caused to be communicated and will only be communicated or caused to be communicated) in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- (ii) all applicable provisions of the FSMA have been complied with and will be complied with, with respect to anything done in relation to the Securities in, from or otherwise involving the United Kingdom.

This document is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). The common stock is only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such common stock will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

The offering of the common stock has not been cleared by the Italian Securities Exchange Commission (Commissione Nazionale per le Società e la Borsa, the "CONSOB") pursuant to Italian securities legislation and, accordingly, the shares of common stock may not and will not be offered, sold or delivered, nor may or will copies of this prospectus supplement or the accompanying prospectus or any other documents relating to the common stock be distributed in Italy, except (i) to professional investors (operatori qualificati), as defined in Article 31, second paragraph, of CONSOB Regulation No. 11522 of July 1, 1998, as amended, (the "Regulation No. 11522"), or (ii) in other circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998 (the "Financial Service Act") and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended.

Any offer, sale or delivery of the shares of common stock or distribution of copies of this prospectus or any other document relating to the common stock in Italy may and will be effected in accordance with all Italian securities, tax, exchange control and other applicable laws and regulations, and, in particular, will be: (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of September 1, 1993, as amended (the "Italian Banking Law"), Regulation No. 11522, and any other applicable laws and regulations; (ii) in compliance with Article 129 of the Italian Banking Law and the implementing guidelines of the Bank of Italy; and (iii) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Any investor purchasing the shares of common stock in the offering is solely responsible for ensuring that any offer or resale of the common stock it purchased in the offering occurs in compliance with applicable laws and regulations.

This prospectus and the information contained therein are intended only for the use of its recipient and, unless in circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of the "Financial Service Act" and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended, is not to be distributed, for any reason, to any third party resident or located in Italy. No person resident or located in Italy other than the original recipients of this document may rely on it or its content.

Italy has only partially implemented the Prospectus Directive, the provisions above relating to the European Economic Area shall apply with respect to Italy only to the extent that the relevant provisions of the Prospectus Directive have already been implemented in Italy.

Insofar as the requirements above are based on laws which are superseded at any time pursuant to the implementation of the Prospectus Directive, such requirements shall be replaced by the applicable requirements under the Prospectus Directive.

If you purchase shares of common stock offered in this prospectus you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

## LEGAL MATTERS

The validity of the shares of common stock offered pursuant to this prospectus was passed upon by Kirkland & Ellis LLP (a partnership that includes professional corporations), Chicago, Illinois. Kirkland & Ellis LLP represents Madison Dearborn Capital Partners IV, L.P. and entities affiliated with it in connection with various legal matters. Certain partners of Kirkland & Ellis LLP are members of Randolph Street Partners VI, an investment partnership that owns less than 1% of the Company and which is a selling stockholder in this offering, and certain partners of Kirkland & Ellis LLP are members of an investment partnership that is an investor in entities affiliated with Madison Dearborn Capital Partners IV, L.P.

Legal matters in connection with this offering will be passed upon for the underwriters by Sidley Austin LLP, Chicago, Illinois.

## EXPERTS

The financial statements as of December 31, 2006 and 2005, and for each of the three years in the period ended December 31, 2006 included in this prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein, and have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Amboy Aggregates (Joint Venture) and Subsidiary as of and for the years ended December 31, 2006, 2005 and 2004 included in this prospectus have been audited by J.H. Cohn LLP, an independent public accounting firm, and are included upon the authority of said firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We file reports, proxy statements and other information with the SEC. Our stockholders may read and copy any reports, proxy statements or other information filed by us at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at (800) SEC-0330.

Copies of these materials can also be obtained by mail at prescribed rates from the Public Reference Section of the Securities and Exchange Commission, 100 F Street, N.E., Washington, D.C. 20549 or by calling the SEC at (800) SEC-0330. The SEC maintains a website that contains reports, proxy statements and other information regarding Great Lakes Dredge & Dock Corporation (Commission File No. 001-33225). The address of the SEC website is [www.sec.gov](http://www.sec.gov).

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**Great Lakes Dredge & Dock Corporation and Subsidiaries**

**Report on Consolidated Financial Statements**

**Years Ended December 31, 2006, 2005 and 2004**



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Great Lakes Dredge & Dock Corporation:  
Oak Brook, IL

We have audited the accompanying consolidated balance sheets of Great Lakes Dredge & Dock Corporation and subsidiaries (formerly, GLDD Acquisitions Corp.) (the "Company") as of December 31, 2006 and 2005, and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Great Lakes Dredge & Dock Corporation and subsidiaries at December 31, 2006 and 2005, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2006, in conformity with accounting principles generally accepted in the United States of America.

/s/ DELOITTE & TOUCHE LLP

Chicago, IL  
March 19, 2007

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2006 AND 2005

(In thousands, except share and per share amounts)

	2006	2005
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and equivalents	\$ 3,640	\$ 601
Accounts receivable—net	89,505	85,114
Contract revenues in excess of billings	9,561	14,352
Inventories	21,082	17,084
Prepaid expenses	11,810	4,700
Other current assets	18,648	12,413
<b>Total current assets</b>	<b>154,246</b>	<b>134,264</b>
PROPERTY AND EQUIPMENT—Net	239,337	240,849
GOODWILL	98,747	98,747
OTHER INTANGIBLE ASSETS—Net	1,268	1,579
INVENTORIES—NON CURRENT	13,353	11,206
INVESTMENTS IN JOINT VENTURES	9,996	8,605
OTHER	11,412	11,987
<b>TOTAL</b>	<b>\$ 528,359</b>	<b>\$ 507,237</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 57,826	\$ 50,836
Accrued expenses	30,192	22,879
Billings in excess of contract revenues	19,195	8,108
Current portion of long-term debt	4,085	1,950
<b>Total current liabilities</b>	<b>111,298</b>	<b>83,773</b>
LONG-TERM DEBT	190,600	248,850
DEFERRED INCOME TAXES	84,825	88,154
OTHER	11,109	5,858
<b>Total liabilities</b>	<b>397,832</b>	<b>426,635</b>
COMMITMENTS AND CONTINGENCIES		
MINORITY INTEREST	2,005	1,850
REDEEMABLE PREFERRED STOCK		101,978
<b>STOCKHOLDERS' EQUITY (DEFICIT)</b>		
Common stock—\$.0001 par value; 90,000,000 authorized, 39,985,678 shares issued and outstanding	4	10
Common stock—\$.01 par value; 1,000,000 shares issued and outstanding		9,990
Additional paid-in capital	168,830	9,990
Accumulated deficit	(39,030)	(33,017)
Accumulated other comprehensive loss	(1,282)	(209)
<b>Total stockholders' equity (deficit)</b>	<b>128,522</b>	<b>(23,226)</b>
<b>TOTAL</b>	<b>\$ 528,359</b>	<b>\$ 507,237</b>

See notes to consolidated financial statements.

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

YEARS ENDED DECEMBER 31, 2006, 2005 AND 2004

(In thousands, except per share amounts)

	2006	2005	2004
CONTRACT REVENUES	\$ 425,980	\$ 423,399	\$ 350,862
COSTS OF CONTRACT REVENUES	368,991	372,046	314,940
<b>GROSS PROFIT</b>	<b>56,989</b>	<b>51,353</b>	<b>35,922</b>
<b>OPERATING EXPENSES:</b>			
General and administrative expenses	30,457	29,322	25,473
Amortization of intangible assets	311	786	4,174
Impairment of intangibles		5,718	
Subpoena-related expenses	608	2,865	2,317
Demolition litigation expense			1,275
Sale-related expenses			273
<b>Total operating income</b>	<b>25,613</b>	<b>12,662</b>	<b>2,410</b>
<b>OTHER INCOME (EXPENSE):</b>			
Interest expense—net	(24,343)	(23,055)	(20,334)
Equity in earnings of joint ventures	2,041	2,328	2,339
Minority interest	(155)	(251)	132
<b>Total other expense</b>	<b>(22,457)</b>	<b>(20,978)</b>	<b>(17,863)</b>
<b>INCOME (LOSS) BEFORE INCOME TAXES</b>	<b>3,156</b>	<b>(8,316)</b>	<b>(15,453)</b>
<b>INCOME TAX (PROVISION) BENEFIT</b>	<b>(971)</b>	<b>1,364</b>	<b>4,366</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 2,185</b>	<b>\$ (6,952)</b>	<b>\$ (11,087)</b>
<b>REDEEMABLE PREFERRED STOCK DIVIDENDS</b>	<b>(8,198)</b>	<b>(7,693)</b>	<b>(7,285)</b>
<b>REDEMPTION OF PREFERRED STOCK</b>	<b>(2,790)</b>		
<b>NET LOSS AVAILABLE TO COMMON STOCKHOLDERS</b>	<b>\$ (8,803)</b>	<b>\$ (14,645)</b>	<b>\$ (18,372)</b>
<b>Basic and diluted loss per share</b>	<b>\$ (0.90)</b>	<b>\$ (1.58)</b>	<b>\$ (1.98)</b>
<b>Basic and diluted weighted average shares</b>	<b>9,780</b>	<b>9,288</b>	<b>9,288</b>

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)

YEARS ENDED DECEMBER 31, 2006, 2005 AND 2004

(In thousands, except per share amounts)

	Number of Shares Common Stock	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
BALANCE—January 1, 2004	1,000,000	\$ 10	\$ 9,990	\$ —	\$ —	\$ 10,000
Accumulated dividends on preferred stock				(7,285)		(7,285)
Comprehensive income (loss):						
Net loss				(11,087)		(11,087)
Reclassification of derivative gains to earnings (net of tax of \$1,062)					(1,654)	(1,654)
Change in fair value of derivatives (net of tax of \$1,048)					1,632	1,632
Total comprehensive loss	—	—	—	(11,087)	(22)	(11,109)
BALANCE—December 31, 2004	1,000,000	10	9,990	(18,372)	(22)	(8,394)
Accumulated dividends on preferred stock				(7,693)		(7,693)
Comprehensive income (loss):						
Net loss				(6,952)		(6,952)
Reclassification of derivative gains to earnings (net of tax of \$1,192)					(1,838)	(1,838)
Change in fair value of derivatives (net of tax of \$1,071)					1,651	1,651
Total comprehensive loss	—	—	—	(6,952)	(187)	(7,139)
BALANCE—December 31, 2005	1,000,000	10	9,990	(33,017)	(209)	(23,226)
Recapitalization:						
Elimination of equity	(1,000,000)	(10)	(9,990)			(10,000)
Common shares issued	39,985,678	4	120,147			120,151
Consideration received as a result of the merger, net of expenses of \$3,715			48,683			48,683
Accumulated dividends on preferred stock				(8,198)		(8,198)
Comprehensive income (loss):						
Net income				2,185		2,185
Reclassification of derivative gains to earnings (net of tax of \$575)					886	886
Change in fair value of derivatives (net of tax of \$1,271)					(1,959)	(1,959)
Total comprehensive loss				2,185	(1,073)	1,112
BALANCE—December 31, 2006	39,985,678	\$ 4	\$ 168,830	\$ (39,030)	\$ (1,282)	\$ 128,522

See notes to consolidated financial statements.

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

PERIODS ENDED DECEMBER 31, 2006, 2005 AND 2004

(In thousands)

	2006	2005	2004
<b>OPERATING ACTIVITIES:</b>			
Net income (loss)	\$ 2,185	\$ (6,952)	\$ (11,087)
Adjustments to reconcile net income (loss) to net cash flows from operating activities:			
Depreciation and amortization	25,081	24,686	26,853
Earnings of joint ventures	(2,041)	(2,328)	(2,339)
Distribution from equity joint ventures	650	1,625	1,925
Minority interest	155	251	(132)
Deferred income taxes	(6,780)	(1,695)	(6,388)
Gain on dispositions of property and equipment	(679)	(342)	(394)
Impairment of goodwill and intangible assets		5,718	
Amortization of financing fees	3,308	1,667	1,729
Changes in assets and liabilities:			
Accounts receivable	(4,391)	(19,352)	(893)
Contract revenues in excess of billings	4,791	(1,913)	(1,203)
Inventories	(6,145)	(515)	(3,204)
Prepaid expenses and other current assets	(5,627)	(1,919)	4,252
Accounts payable and accrued expenses	11,700	10,133	12,495
Billings in excess of contract revenues	11,087	1,401	(2,102)
Other non-current assets and liabilities	605	(185)	(2,063)
	<u>33,899</u>	<u>10,280</u>	<u>17,449</u>
<b>INVESTING ACTIVITIES:</b>			
Purchases of property and equipment	(29,762)	(12,645)	(23,085)
Dispositions of property and equipment	13,571	5,468	10,261
Changes in restricted cash	(3,635)		876
Loan to related party	(1,684)		
Acquisition of Predecessor common and preferred shares			527
	<u>(21,510)</u>	<u>(7,177)</u>	<u>(11,421)</u>
<b>FINANCING ACTIVITIES:</b>			
Repayments of long-term debt	(54,115)	(5,450)	(4,450)
Borrowings under (repayments of) revolving loans—net	(2,000)	2,000	
Repurchase of shares	(65)		
Issuance of shares	40		
Proceeds from Aldabra Transaction	52,398		
Payment of merger costs, net	(3,715)		
Financing fees	(518)		(1,149)
Repayment of capital lease debt	(1,375)	(1,014)	(1,242)
	<u>(9,350)</u>	<u>(4,464)</u>	<u>(6,841)</u>
<b>NET CHANGE IN CASH AND EQUIVALENTS</b>	<b>3,039</b>	<b>(1,361)</b>	<b>(813)</b>
CASH AND EQUIVALENTS—Beginning of period	601	1,962	2,775
CASH AND EQUIVALENTS—End of period	<u>\$ 3,640</u>	<u>\$ 601</u>	<u>\$ 1,962</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>			
Cash paid for interest	\$ 21,265	\$ 21,230	\$ 17,483
Cash paid (refunded) for taxes	\$ 4,478	\$ 234	\$ (5,013)
<b>NONCASH INVESTING ACTIVITY</b>	<b>\$ 3,898</b>		

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2006, 2005, AND 2004

(In thousands, except share and per share amounts)

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

*Organization and Recapitalization*

Great Lakes Dredge & Dock Corporation and its subsidiaries (the "Company" or "Great Lakes") are in the business of marine construction, primarily dredging, and commercial and industrial demolition. The Company's primary dredging customers are domestic and foreign government agencies, as well as private entities, and its primary demolition customers are general contractors, corporations that commission projects, non-profit institutions such as universities and hospitals, and local government and municipal agencies.

In December 2003, Madison Dearborn Capital Partners IV, L.P. (MDP), an affiliate of Chicago-based private equity investment firm Madison Dearborn Partners, LLC, acquired control of Great Lakes from its former owner, Vectura Holding Company LLC (Vectura), for approximately \$362,000, including fees and expenses, in a transaction accounted for as a purchase (the "Transaction"). The acquisition was effected by a new company established for this purpose, GLDD Acquisitions Corp., which then owned 100% of the equity securities of Great Lakes Dredge & Dock Corporation.

*Merger and Accounting Treatment*

The Company's operations were previously held by GLDD Acquisitions Corp., which merged with a subsidiary of Aldabra Acquisition Corporation ("Aldabra") on December 26, 2006 (the "Merger"). Aldabra was formed for the purpose of raising capital through an initial public offering with the intent to use the proceeds to merge with a business to build long term value. Under the terms of the Agreement and Plan of Merger dated June 20, 2006 (the "Merger Agreement"), the stockholders of GLDD Acquisitions Corp. received 28,785,678 shares of Aldabra stock in exchange for all common and preferred stock outstanding of GLDD Acquisitions Corp. Aldabra then merged into an indirect wholly-owned subsidiary and, in connection with this holding company merger, the stockholders of Aldabra, including the former GLDD Acquisitions Corp. stockholders, received stock in a new holding company that was subsequently renamed "Great Lakes Dredge & Dock Corporation."

The Company is owned approximately 67% by MDP, and approximately 5% by Great Lakes' management, with the remaining shares held by the former Aldabra shareholders. At December 31, 2006, 516,658 of shares were held in escrow pending the delivery of closing financial statements of GLDD Acquisitions Corp. and the final determination of the working capital and net indebtedness amounts, as defined in the Merger Agreement. During March 2007, these shares were released from escrow, along with an additional 120,511 shares issued by Aldabra, upon finalization of these amounts and in accordance with the Merger Agreement. Such shares were issued to the former GLDD Acquisitions Corp. shareholders.

Immediately prior to the Merger, \$52,398 in cash was held in trust by Aldabra for the purpose of completing a business combination. After payments totaling \$3,715 for professional fees and other costs related to the Merger, the net proceeds amounted to \$48,683. The proceeds were then used to pay down the Company's senior bank term debt. Great Lakes' \$175,000 of 7<sup>3</sup>/<sub>4</sub>% Senior Subordinated Notes due 2013 will remain outstanding.

The Merger was accounted for as a reverse acquisition. Under this method of accounting, Great Lakes was the acquiring company for financial reporting purposes. In accordance with applicable

guidance, the Merger was considered to be a recapitalization. Accordingly, the Merger was treated as the equivalent of Great Lakes issuing stock for the net monetary assets of Aldabra accompanied by a recapitalization. The net monetary assets of Aldabra, primarily cash, were stated at their fair value, which was equivalent to the carrying value, and accordingly no goodwill or other intangible assets were recorded. The accompanying consolidated financial statements as of and for the years ended December 31, 2005 and 2004 reflect the financial position, results of operations and cash flows of GLDD Acquisitions Corp. prior to the Merger. The accumulated deficit of GLDD Acquisitions Corp. was carried forward to the recapitalized Company.

#### ***Principles of Consolidation and Basis of Presentation***

The consolidated financial statements include the accounts of Great Lakes Dredge & Dock Corporation and its majority-owned subsidiaries. All significant intercompany accounts and transactions are eliminated. The equity method of accounting is used for investments in unconsolidated investees in which the Company has significant influence. Other investments, if any, are carried at cost.

#### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

#### ***Revenue and Cost Recognition on Contracts***

Substantially all of the Company's contracts for dredging services are fixed-price contracts, which provide for remeasurement based on actual quantities dredged. The majority of the Company's demolition contracts are also fixed-price contracts, with others managed as time-and-materials or rental projects. In accordance with the American Institute of Certified Public Accountants' Statement of Position 81-1, *Accounting for the Performance of Construction-Type and Certain Production-Type Contracts*, contract revenues are recognized under the percentage-of-completion method, based on the Company's engineering estimates of the physical percentage completed for dredging projects and using a cost-to-cost approach for demolition projects. For dredging projects, costs of contract revenues are adjusted to reflect the gross profit percentage expected to be achieved upon ultimate completion. For demolition contracts, contract revenues are adjusted to reflect the estimated gross profit percentage. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. Claims for additional compensation due the Company are not recognized in contract revenues until such claims are settled. Billings on contracts are generally submitted after verification with the customers of physical progress and may not match the timing of revenue recognition. The difference between amounts billed and recognized as revenue is reflected in the balance sheet as either contract revenues in excess of billings or billings in excess of contract revenues. Modifications may be negotiated when a change from the original contract specifications is encountered, necessitating a change in project scope or performance methodology and/or material disposal. Thus, the resulting modification is considered a change in the scope of the original project to which it relates. Significant

expenditures incurred incidental to major contracts are deferred and recognized as contract costs based on contract performance over the duration of the related project. These expenditures are reported as prepaid expenses.

#### ***Classification of Current Assets and Liabilities***

The Company includes in current assets and liabilities amounts realizable and payable in the normal course of contract completion unless completion of such contracts extends significantly beyond one year.

#### ***Cash Equivalents***

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

#### ***Inventories***

Inventories consist mainly of pipe, purchased spare parts, and supplies used in the Company's dredging operations. Pipe and related parts are purchased in large quantities therefore a certain amount of pipe is not anticipated to be used within the current year and therefore is classified as long term. Inventories are stated at the lower of cost or market, using an average cost methodology.

#### ***Property and Equipment***

Capital additions, improvements, and major renewals are classified as property and equipment and are carried at cost. Maintenance and repairs are charged to earnings as incurred. Depreciation is provided over the estimated useful lives of property and equipment using the straight-line method. The estimated useful lives by class of assets are 10 years for buildings and improvements; 5 to 10 years for furniture and fixtures; 3 to 10 years for vehicles, dozers, and other light operating equipment and systems; and 10 to 30 years for heavy operating equipment, such as barges and dredges. Leasehold improvements are amortized over the shorter of their remaining useful lives or the remaining lives of the leases.

#### ***Goodwill and Other Intangibles***

Goodwill represents the excess of the purchase price of net tangible and intangible assets acquired in business combinations over their estimated fair value. Other intangibles mainly represent developed technology and databases, customer relationships, and customer contracts acquired in business combinations. Goodwill is tested annually for impairment in the third quarter of each year, or more frequently should circumstances dictate.

The other intangible assets identified with respect to the Transaction are being amortized over a 7-to-10-year period.



### ***Long-Lived Assets***

Long-lived assets are comprised of property and equipment and intangible assets subject to amortization. Pursuant to the provisions of SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, long-lived assets to be held and used are reviewed for possible impairment whenever events indicate that the carrying amount of such assets may not be recoverable by comparing the undiscounted cash flows associated with the assets to their carrying amounts. If such a review indicates an impairment, the carrying amount would be reduced to fair value. If long-lived assets are to be disposed, depreciation is discontinued, if applicable, and the assets are reclassified as held for sale at the lower of their carrying amounts or fair values less costs to sell.

### ***Self-insurance Reserves***

The Company self-insures costs associated with workers' compensation claims, hull and equipment liability, and general business liabilities, up to certain limits. Insurance reserves are established for estimates of the loss that the Company will ultimately incur on reported claims, as well as estimates of claims that have been incurred but not yet reported. In determining its estimates, the Company incorporates historical loss experience and judgments about the present and expected levels of cost per claim. Trends in actual experience are a significant factor in determination of such reserves.

### ***Income Taxes***

The Company records income taxes based upon SFAS No. 109, *Accounting for Income Taxes*, which requires the use of the liability method of accounting for deferred income taxes. The provision for income taxes includes federal, foreign, and state income taxes currently payable and those deferred because of temporary differences between the financial statement and tax bases of assets and liabilities.

### ***Fair Value of Financial Instruments***

The carrying value of financial instruments included in current assets and current liabilities approximates fair values due to the short-term maturities of these instruments. The carrying value of the Company's variable rate debt (primarily bank debt) approximates fair values, based on prevailing market rates. At December 31, 2006 and 2005, the Company had long-term subordinated notes outstanding with a recorded book value of \$175,000. The fair value of these notes was \$168,000 and \$157,500 at December 31, 2006 and 2005, respectively, based on quoted market prices.

### ***Minority Interest***

The Company owns 85% of the capital stock of NASDI, a demolition service provider located in the Boston, Massachusetts, area. The remaining 15% of the capital stock is owned by a senior manager of NASDI. Minority interest at December 31, 2006 and 2005 reflects NASDI management stockholder's 15% non-voting interest in NASDI.

### **Capital Stock**

As a result of the Merger of the Company on December 26, 2006, there were 39,985,694 shares of common stock issued and outstanding at December 31, 2006 with a par value of \$0.0001 per share. Additionally there were 18,400,000 of warrants outstanding. These warrants were issued in the initial public offering of Aldabra, but did not become exercisable until the merger with GLDD Acquisitions Corp. Each warrant can be converted into a share of the Company's common stock at any time prior to their expiration on February 16, 2009 at a conversion price of \$5 per warrant. The Company can redeem the outstanding warrants in whole and not in part at a price of \$.01 per warrant at any time upon a minimum of 30 days' prior written notice of redemption; provided that the last sales price of the common stock equals or exceeds \$8.50 per share for any 20 trading days within a 30 trading day period ending three business days before the notice of redemption is sent.

Prior to the Merger, the Company's authorized capital stock consisted of (i) 90,000 shares of Series A Preferred Stock, of which 77,500 shares were issued and outstanding at December 31, 2005 and 2004 respectively, (ii) 10,000 shares of Series B Preferred Stock, of which 9,500 shares were issued and outstanding at December 31, 2005 and 2004 respectively, and (iii) 1,500,000 shares of Common Stock of which 1,000,000 were issued and outstanding at December 31, 2005 and 2004, respectively. All stock has a par value of \$.01 per share. All of the Company's prior common stock and preferred stock were exchanged for shares of Aldabra, and subsequently converted to shares of Great Lakes upon consummation of the Merger described above.

### **Common Stock Reserved**

The Company has 18,400,000 shares of common stock reserved for issuance upon exercise of the warrants.

### **Redeemable Preferred Stock**

In connection with the purchase of the Company in 2003, Redeemable Preferred Stock was issued to the shareholders. Dividends on the Company's Series A and Series B Preferred Stock were cumulative semiannually and payable upon declaration at a rate of 8% commencing December 23, 2003. The preferred stock was recorded at its redemption and liquidation value of \$1,000 per share, or \$87,000 plus accrued and unpaid dividends. Prior to the merger, there was \$23,176 in accumulated dividends outstanding. As of December 31, 2005 and 2004 there were \$14,978 and \$7,285, respectively, in accumulated dividends outstanding. The holders of Preferred Stock were entitled to payment before any capital distribution was made with respect to any Junior Securities and had no voting rights. Due to a redemption clause, prior to the merger, this stock was considered a mezzanine security and was recorded outside of stockholders' equity (deficit), in accordance with Emerging Issues Task Force (EITF) Topic D-98. As a result of the Merger on December 26, the preferred stock and accumulated dividends were exchanged for shares of Aldabra stock. The fair value of stock received was in excess of the carrying value of the Redeemable Preferred Stock at the time of the exchange. Therefore, the net loss available to common shareholders for the year ended December 31, 2006 was adjusted by \$2,790 in determining earnings per share in accordance with EITF Topic D-42.

## Earnings Per Share

As discussed above in Merger and Accounting Treatment, the historical results prior to December 26, 2006 were that of GLDD Acquisitions Corp. prior to the Merger. As the merger was considered a reverse acquisition, the weighted average shares outstanding for all prior periods were retroactively restated to reflect the shares that were issued to acquire GLDD Acquisitions Corp. common stock.

Accordingly, 9,287,669, were deemed to be outstanding at the beginning of the earliest period presented. In 2006, since the exercise of the warrants would have had an antidilutive effect, diluted earnings per share did not include common stock equivalents. At December 31, 2006 516,918 shares in escrow were considered contingently issuable and therefore were excluded from the earnings per share calculation.

Basic earnings per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of common share outstanding during the reporting period. Diluted earnings per share is computed similar to basic earnings per share except that it reflects the potential dilution that could occur if dilutive securities or other obligations to issue common stock were exercised or converted into common stock.

There is no dilutive effect on earnings per share in the years presented. The computations for basic and diluted earnings per share from continuing operations are as follows:

	2006	2005	2004
Income (loss) from continuing operations	\$ 2,185	\$ (6,952)	\$ (11,087)
Redeemable preferred stock	(10,988)	(7,693)	(7,285)
Net loss available to common shareholders	\$ (8,803)	\$ (14,645)	\$ (18,372)
Weighted average common shares outstanding:			
Basic	9,780	9,288	9,288
Earnings per share from continuing operations:			
Basic and diluted	\$ (0.90)	\$ (1.58)	\$ (1.98)

## New Accounting Pronouncements

In February 2007, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 159 which expands the scope of what companies may carry at fair value. It is effective for financials statements issued after November 15, 2007. Great Lakes is currently evaluating the impact of adopting SFAS 159 on the consolidated financial statements.

In September 2006, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 108, (SAB 108). SAB 108 considers the effects of prior year misstatements when quantifying misstatements in current year financial statements. It is effective for financial statements issued after November 15, 2006. The adoption of SAB 108 did not have a material impact on the consolidated financial statements.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements." SFAS 157 defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. This statement is effective for financial statements issued for fiscal years beginning after November 15, 2007. Great Lakes is currently evaluating the impact of adopting SFAS 157 on the consolidated financial statements.

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"). FIN 48 is an interpretation of FASB Statement No. 109, "Accounting for Income Taxes," and it seeks to reduce the diversity in practice associated with certain aspects of measurement and recognition in accounting for income taxes. In addition, FIN 48 requires expanded disclosure with respect to the uncertainty in income positions and is effective as of the beginning of the Company's 2007 fiscal year. The Company is currently evaluating the impact that FIN 48 will have on the consolidated financial statements.

**Reclassifications**

In the 2005 consolidated balance sheet, \$1,385 of interest rate swap liability was reclassified to long term liabilities from current liabilities to conform to the 2006 presentation.

**2. ACCOUNTS RECEIVABLE**

Accounts receivable at December 31, 2006 and 2005, are as follows:

	<u>2006</u>	<u>2005</u>
Completed contracts	\$ 18,252	\$ 33,818
Contracts in progress	60,522	41,885
Retainage	11,488	10,016
	<u>90,262</u>	<u>85,719</u>
Allowance for doubtful accounts	(757)	(605)
	<u>89,505</u>	<u>85,114</u>
Total	\$ 89,505	\$ 85,114

### 3. CONTRACTS IN PROGRESS

The components of contracts in progress at December 31, 2006 and 2005 are as follows:

	<u>2006</u>	<u>2005</u>
<b>Costs and earnings in excess of billings:</b>		
Costs and earnings for contracts in progress	\$ 172,263	\$ 196,846
Amounts billed	(163,821)	(185,635)
Costs and earnings in excess of billings for contracts in progress	8,442	11,211
Costs and earnings in excess of billings for completed contracts	1,119	3,141
	<u>\$ 9,561</u>	<u>\$ 14,352</u>
Prepaid contract costs (included in prepaid expenses)	\$ 7,602	\$ 1,541
<b>Billings in excess of costs and earnings:</b>		
Amounts billed	\$ (216,218)	\$ (113,243)
Costs and earnings for contracts in progress	197,023	105,135
Total	<u>\$ (19,195)</u>	<u>\$ (8,108)</u>

### 4. GOODWILL

In the third quarter of 2006 and 2005, the Company performed its annual assessment for the impairment of goodwill. At the time of the Company's sale transaction in December 2003, a portion of the total goodwill had been allocated to the demolition segment. In 2005, NASDI achieved its forecast and is projected to be cash flow positive going forward. However, Company management did not believe that it would achieve the future returns contemplated in the 2003 forecasts prepared when the goodwill was allocated. These downward revised projections for the demolition business were attributable to higher anticipated incentive pay to retain a key member of the demolition business' management. Based on these revised projections the Company determined there was an impairment of the goodwill related to its demolition reporting unit. Therefore, in September of 2005, the Company recorded a non-cash write-down of \$4,816 to reflect management's best estimate, using a discounted cash flow model, of the impairment to goodwill. No impairment was recorded in 2006.

## 5. PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2006 and 2005 are as follows:

	2006	2005
Land	\$ 2,870	\$ 2,870
Buildings and improvements	1,621	270
Furniture and fixtures	1,271	1,154
Operating equipment	303,926	282,700
	309,688	286,994
Accumulated depreciation	(70,351)	(46,145)
Total	\$ 239,337	\$ 240,849

Depreciation expense was \$24,770, \$23,896 and \$22,679 for the years ended December 31, 2006, 2005 and 2004, respectively.

## 6. INVESTMENTS IN JOINT VENTURES

The Company has a 50% ownership interest in Amboy Aggregates ("Amboy"), whose primary business is the dredge mining and sale of fine aggregate. The Company accounts for its investment in Amboy using the equity method. The following table includes Amboy's summarized financial information for the periods presented.

	2006	2005	2004
Current assets	\$ 9,183	\$ 7,761	\$ 7,633
Noncurrent assets	10,711	8,942	8,419
Total assets	19,894	16,703	16,052
Current liabilities	(1,990)	(1,494)	(2,066)
Noncurrent liabilities			
Equity	\$ 17,904	\$ 15,209	\$ 13,986
Revenue	\$ 27,387	\$ 28,363	\$ 29,823
Gross Profit	4,268	5,610	5,767
Net income (loss)	\$ 3,996	\$ 4,598	\$ 4,678

Amboy has a revolving loan with a bank for up to \$3,000 which contains certain restrictive covenants, including limitations on the amount of distributions to its joint venture partners. It is the intent of the joint venture partners to periodically distribute Amboy's earnings, to the extent allowed by Amboy's bank agreement. The Company does not guarantee any of the outstanding borrowings and accrued interest under the facility.

In 2003, the Company and its Amboy joint venture partner each purchased a 50% interest in land, which is adjacent to the Amboy property and may be used in connection with the Amboy operations. The Company's share of the purchase price totaled \$1,047 and is reflected in investments in joint

ventures. Income from that land was \$43, \$29 and \$0 for the years ended December 31, 2006, 2005 and 2004 respectively.

For the years ended December 31, 2006 and 2005 the Company received distributions from Amboy and the adjacent land venture totaling \$650 and \$1,625, respectively. Amboy entered into a purchase option agreement for the purchase of real property in the City of Newark. Amboy has 90 days from the effective date of the purchase option agreement to complete its due diligence, unless extended. The purchase price of the land would be approximately \$24,000 of which Amboy put a \$2,000 deposit down, thereby reducing its distributions in 2006. Amboy is actively seeking a new site for its operations facility due to the impending sale of their current location.

## 7. INTANGIBLE ASSETS

At December 31, 2006, the net book value of intangible assets identified with respect to the Transaction was as follows:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net</u>
Customer contract backlog	\$ 4,237	\$ 4,237	\$
Demolition customer relationships	1,093	609	484
Software and databases	1,209	425	784
	<u>          </u>	<u>          </u>	<u>          </u>
Total	\$ 6,539	\$ 5,271	\$ 1,268
	<u>          </u>	<u>          </u>	<u>          </u>

At December 31, 2005, the net book value of intangible assets identified with respect to the Transaction was as follows:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net</u>
Customer contract backlog	\$ 4,237	\$ 4,148	\$ 89
Demolition customer relationships	1,093	529	564
Software and databases	1,209	283	926
	<u>          </u>	<u>          </u>	<u>          </u>
Total	\$ 6,539	\$ 4,960	\$ 1,579
	<u>          </u>	<u>          </u>	<u>          </u>

In the third quarter of 2005, the Company wrote down the intangible asset related to demolition customer relationships by \$902. This impairment on intangibles was analyzed in conjunction with the goodwill impairment as discussed in Note 5. When the original customer relationship intangible was established in 2003, it required estimation of future annual revenues attributable to certain key customers. During 2005 and 2004, the demolition revenues were generated by a greater variety of customers, rather than being as concentrated as anticipated with these key customers. Therefore, the future revenue expectations related to these particular customers were revised, resulting in this non-cash impairment write-down based on a discounted cash-flow analysis.

Amortization expense related to these intangible assets is estimated to be \$263 annually in 2007 through 2010.

## 8. OTHER NONCURRENT ASSETS

At December 31, 2006 and 2005 other non-current assets includes \$2,288 and \$1,575, respectively, of cash held in escrow as security for the company's lease rental obligations under two of its long-term equipment operating leases. The \$2,288 includes \$1,500 placed in escrow in 2006 in connection with the lease of the Long Island. During 2006, \$787 was classified within other current assets as Great Lakes anticipates receiving that money from escrow in 2007. The remainder of the cash will be released once the company continues to meet certain financial thresholds, or upon early termination or conclusion of the lease. Also included in the non-current assets at December 31, 2006 and 2005, respectively, were \$7,776 and \$9,000 related to the long-term portion of the Company's deferred financing fees.

## 9. ACCRUED EXPENSES

Accrued expenses at December 31, 2006 and 2005 are as follows:

	2006	2005
Payroll and employee benefits	\$ 9,159	\$ 8,927
Insurance	8,798	6,387
Income and other taxes	5,897	3,817
Fuel hedge liability	2,113	344
Interest	1,003	1,115
Equipment leases	1,284	933
Interest rate swap liability	201	213
Other	1,737	1,143
<b>Total</b>	<b>\$ 30,192</b>	<b>\$ 22,879</b>

## 10. RELATED PARTY

In 2005 the president and minority owner of the demolition business purchased land and a building to accommodate new and expanded office and garage facilities for NASDI. During 2006 various improvements to the land, building and interior office space were funded by NASDI. A portion of these expenditures were for the benefit of the owner of the property and therefore at December 31, 2006 there is a receivable from the president of NASDI of \$1,684 related to those expenditures. The remaining expenditures relate to leasehold improvements owned by NASDI and were capitalized and will be amortized over the lease term. NASDI signed a long term lease with the president and began occupying the facilities in the fourth quarter of 2006.



## 11. LONG-TERM DEBT

Long-term debt at December 31, 2006 and 2005 is as follows:

	2006	2005
Senior bank debt:		
Equipment term loan	\$ 17,550	\$ 19,500
Term loan B	2,135	54,300
Revolving loan		2,000
7 <sup>3</sup> / <sub>4</sub> % senior subordinated notes	175,000	175,000
	194,685	250,800
Current portion of long-term debt	(4,085)	(1,950)
Total	\$ 190,600	\$ 248,850

In December 2003, the Company entered into a long-term loan with an equipment financing company ("Equipment Term Loan") to acquire certain equipment that was previously under an operating lease. Principal payments under the Equipment Term Loan total \$1,950 annually for each of the next seven years and are paid in quarterly installments with any remaining principal payments due in full on December 17, 2013. Interest is paid quarterly at a variable LIBOR-based rate. The Equipment Term Loan agreement also contains provisions that require the Company to maintain certain financial ratios. Outstanding amounts under the Equipment Term Loan are secured by first lien mortgages on certain operating equipment with a net book value of \$20,142 at December 31, 2006.

Also in December 2003, the Company entered into a new bank credit agreement ("Credit Agreement") with a group of banks, consisting of a Tranche B Term Loan facility, which was paid down in December 2006 with the exception of \$2,135 that was settled in January 2007, and a \$60,000 aggregate revolving credit facility that may be used for borrowings or for letters of credit. The Credit Agreement will expire in December 2008. The terms of the Credit Agreement provide for interest rate spreads based on the Company's debt level compared to earnings, as defined, and allow for various interest rate options for loan amounts and periods that are selected at the discretion of the Company. Borrowings under the Credit Agreement are secured by first lien mortgages on certain operating equipment of the Company with a net book value of \$76,672 at December 31, 2006, and are guaranteed by all domestic subsidiaries of the Company. The Credit Agreement also contains provisions requiring the Company to maintain certain financial ratios and restricting the Company's ability to pay dividends, incur indebtedness, create liens, and take certain other actions.

In the first quarter of 2006, a voluntary prepayment of \$3,000 was made on the Tranche B Term Loan facility. The Company paid down its term loan B facility as a result of the merger. Upon completion of the Merger Great Lakes paid down the remainder of the loan, \$51,300. However, due to the terms of the credit agreement, the balance due to one lender of \$2,135 was not accepted until January 4, 2007. The debt remains on the balance sheet at December 31, 2006 with corresponding cash recorded as restricted in other current assets.

At December 31, 2006 and 2005, the Company's weighted average borrowing rate under its Senior Credit Facilities was 9.56% and 7.9%, respectively. Amortization of financing fees related to the Senior

Credit Facilities added 0.63% to the 2006 weighted average borrowing rate. Financing fees of \$1,414 were written off as a result of the pay down of the Senior Term Debt. The Company also pays an annual commitment fee of up to 0.750% on the average daily unused capacity available under the revolving credit facility.

At December 31, 2006, the Company had \$20,822 in undrawn letters of credit relating to foreign contract performance guarantees and insurance payment liabilities. Therefore, at December 31, 2006, the Company had availability of \$39,178. At December 31, 2006, the Company was in compliance with its various covenants under its Credit Agreement and Equipment Term Loan (collectively, "Senior Credit Facilities").

On September 29, 2006, Great Lakes secured a \$20,000 International Letter of Credit Facility with Wells Fargo HSBC Trade Bank. This facility is used for performance and advance payment guarantees on foreign contracts, including the Diyaar contract. The Company's obligations under the agreement are guaranteed by the Company's foreign accounts receivable. In addition, the Export-Import Bank of the United States ("Ex-Im") has issued a guarantee under the Ex-Im Bank's Working Capital Guarantee Program which covers 90% of the obligations owing under the facility. There were \$18,477 letters of credit outstanding at December 31, 2006.

On December 22, 2003, the Company issued \$175,000 of 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes ("Notes") which will mature on December 15, 2013. The Notes are general unsecured obligations of the Company, subordinated in right of payment to all existing and future senior debt, including borrowings under the Senior Credit Facilities. The Company's obligations under the Notes are guaranteed on a senior subordinated basis by all of the Company's domestic subsidiaries.

Financing fees and amendment fees related to the Senior Credit Facilities and the Notes are deferred and amortized over the respective terms of the borrowings.

The schedule of principal payments, including the \$2,135 payment on January 4, 2007 noted above, through the maturity date of the Company's long-term debt at December 31, 2006, is as follows:

2007	\$	4,085
2008		1,950
2009		1,950
2010		1,950
2011		1,950
Thereafter		182,800
		<u>194,685</u>
Less current portion		<u>(4,085)</u>
Total	\$	<u>190,600</u>

The Company sometimes enters into capital lease arrangements to finance the acquisition of dozers, excavators, and automobiles. In 2006, 2005 and 2004, the Company entered into capital leases totaling \$2,265, \$1,082 and \$1,440, respectively. The current portion of capital lease obligations, in the

amounts of \$1,284 and \$933, is included in accrued expenses at December 31, 2006 and 2005, respectively. The long-term portion of these leases is included in other long-term liabilities and totaled \$1,530 and \$992, respectively. The terms of these leases extend through 2010. The net book value of these assets was \$4,520 and \$2,598 at December 31, 2006 and 2005, respectively. Capital lease payments will be \$973, \$715, \$287 and \$87 in 2007, 2008, 2009 and 2010, respectively.

## 12. RISK MANAGEMENT ACTIVITIES

The Company uses derivative instruments to manage commodity price, interest rate, and foreign currency exchange risks. Such instruments are not used for trading purposes. As of December 31, 2006, the Company is party to various swap arrangements to hedge the price of a portion of its diesel fuel purchase requirements for domestic work in its backlog to be performed through September 2007. As of December 31, 2006, there were 7.0 million gallons remaining on these contracts. Under these agreements, the Company will pay fixed prices ranging from \$1.78 to \$2.20 per gallon. At December 31, 2006 and 2005, the fair value of these contracts was estimated to be a liability of \$2,114 and \$344, respectively, and is recorded in accrued expenses.

The Company has designated its fuel hedge arrangements as cash flow hedges, resulting in the following activity in accumulated other comprehensive loss, net of income taxes:

	2006	2005
Accumulated other comprehensive income as of January 1	\$ (209)	\$ (22)
Net (gains) losses reclassified into costs of contract revenues from accumulated other comprehensive income—net of tax	886	(1,838)
Change in fair value of derivatives—net of tax	(1,959)	1,651
Accumulated other comprehensive loss as of December 31	\$ (1,282)	\$ (209)

Ineffectiveness related to these fuel hedge arrangements was determined to be immaterial. The remaining gains or losses included in accumulated other comprehensive loss at December 31, 2006 will be reclassified into earnings over the next nine months, corresponding to the period during which the hedged fuel is expected to be utilized.

In February 2004, the Company entered into an interest rate swap arrangement, which was extended in July 2006 through December 15, 2013, to swap a notional amount of \$50,000 from a fixed rate of 7.75% to a floating LIBOR-based rate in order to manage the interest rate paid with respect to the Company's 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes. The current portion of the fair value liability of the swap at December 31, 2006 and 2005 was \$201 and \$214, respectively and is recorded in accrued expenses. The long term portion of the fair value liability of the swap at December 31, 2006 and 2005 was \$1,279 and \$1,384, respectively and is recorded in other long term liabilities. The swap is not accounted for as a hedge; therefore, the changes in fair value are recorded as adjustments to interest expense in each reporting period. The Company had no foreign currency hedge contracts outstanding at December 31, 2006 and 2005.

### 13. INCOME TAXES

The provision (benefit) for income taxes is as follows:

	2006	2005	2004
<b>Federal:</b>			
Current	\$ 5,907	\$ (24)	\$ —
Deferred	(5,844)	(1,420)	(5,823)
<b>State:</b>			
Current	1,312	614	456
Deferred	(935)	(275)	(365)
<b>Foreign:</b>			
Current	531	(259)	1,366
<b>Total</b>	<b>\$ 971</b>	<b>\$ (1,364)</b>	<b>\$ (4,366)</b>

The Company's income tax provision (benefit) reconciles to the provision at the statutory U.S. federal income tax rate as follows:

	2006	2005	2004
Tax (benefit) provision at statutory U.S. federal income tax rate	\$ 1,159	\$ (2,742)	\$ (5,298)
Write-off of goodwill		1,637	
Foreign taxes deducted—net of federal income tax benefit		(226)	901
State income tax—net of federal income tax benefit	(83)	130	(64)
Other	(105)	(163)	95
<b>Income tax (benefit) provision</b>	<b>\$ 971</b>	<b>\$ (1,364)</b>	<b>\$ (4,366)</b>

At December 31, 2005, the Company had net operating loss carryforwards for federal income tax purposes of approximately, \$4,854. The net operating loss carryforwards at the end of 2005 were fully utilized in 2006. At December 31, 2006 and 2005 the Company had net operating loss carryforwards for state income tax purposes totaling \$817 and \$6,948, respectively. The outstanding carryforwards will expire in 2019. The Company has recorded reserves for contingent income tax liabilities with respect to loss contingencies that are deemed probable of occurrence. Such amounts total \$2,691 and \$3,120 at December 31, 2006 and 2005, respectively. These loss contingencies relate primarily to the classification of transaction expenses incurred in connection with the Company's sale in December 2003, the taxation of foreign earnings, and state income tax issues. The decrease in income tax reserves during 2006 relates primarily to the settlement of tax liabilities in Puerto Rico.

During the third quarter of 2005, the Company performed its annual assessment for the impairment of goodwill related to its demolition business. Based upon the results of this assessment the Company recorded a non-cash write-down of \$4,816, which impacted the federal tax provision for the year ended December 31, 2005, as noted above.

For the year ended December 31, 2005, the Company's income tax provision includes foreign income tax expense of \$159 and interest expense of \$96 resulting from the settlement of a foreign tax obligation related to the 1999 taxable year.

The Company's deferred tax assets (liabilities) at December 31, 2006 and 2005 are as follows:

	2006	2005
<b>Deferred tax assets:</b>		
Accrued liabilities	\$ 9,527	\$ 5,321
Net operating loss carryforward benefit	35	2,188
	9,562	7,509
<b>Deferred tax liabilities:</b>		
Depreciation and amortization	(85,237)	(90,432)
Other	(50)	(278)
	(85,287)	(90,710)
<b>Total net deferred tax liabilities</b>	<b>\$ (75,725)</b>	<b>\$ (83,201)</b>
<b>As reported in the balance sheet:</b>		
Net current deferred tax assets (included in other current assets)	\$ 9,100	\$ 4,953
Net non-current deferred tax liabilities	(84,825)	(88,154)
<b>Total net deferred tax liabilities</b>	<b>\$ (75,725)</b>	<b>\$ (83,201)</b>

Deferred tax assets relate primarily to reserves and other liabilities for costs and expenses not currently deductible for tax purposes. Deferred tax liabilities relate primarily to the cumulative difference between book depreciation and amounts deducted for tax purposes. A valuation allowance has not been recorded to reduce the balance of deferred tax assets at December 31, 2006, as the Company believes that it is more likely than not that sufficient taxable income will be generated in future periods.

#### 14. LEASE COMMITMENTS

The Company leases certain operating equipment and office facilities under long-term operating leases expiring at various dates through 2020. The equipment leases contain renewal or purchase options that specify prices at the then fair market value upon the expiration of the lease terms. The leases also contain default provisions that are triggered by an acceleration of debt maturity under the terms of the Company's Credit Agreement, and one lease arrangement requires that the Company maintain certain financial ratios comparable to those required by its Senior Credit Facilities. Additionally, the leases typically contain provisions whereby the Company indemnifies the lessors for the tax treatment attributable to such leases based on the tax rules in place at lease inception. The tax indemnifications do not have a contractual dollar limit. To date, no lessors have asserted any claims against the Company under these tax indemnification provisions.

In 2006 the Company entered into a sale-lease back transaction for the dredge Long Island. Proceeds from the sale were \$12,000, of which \$1,500 was placed in an escrow account, to be distributed upon termination of the lease. The lease is appropriately accounted for as an operating lease.

Future minimum operating lease payments for the years ending December 31 are as follows:

2007	\$	15,490
2008		15,012
2009		12,943
2010		9,590
2011		9,590
Thereafter		52,587
		<hr/>
Total minimum lease payments	\$	115,212
		<hr/>

Total rent expense under long-term operating lease arrangements for the years ended December 31, 2006, 2005, and 2004, was \$15,942, \$16,344, and \$15,109, respectively. This excludes expenses for equipment and facilities rented on a short-term, as-needed basis.

#### 15. RETIREMENT PLANS

The Company sponsors three 401(k) savings plans, one covering substantially all non-union salaried employees ("Salaried Plan") a second covering its non-union hourly employees ("Hourly Plan") and a third plan specifically for the Company's tugboat union. Under the Salaried and Hourly plans, individual employees may contribute a percentage of compensation and the Company will match a portion of the employees' contributions. Additionally, the Salaried Plan includes a profit-sharing component, permitting the Company to make discretionary employer contributions to all eligible employees of the Salaried Plan. The Company's expense for matching and discretionary contributions for 2006, 2005, and 2004, was \$3,258, \$2,944, and \$1,975, respectively. Participation in and contribution to the plan for the tugboat union are not significant.

The Company also contributes to various multi-employer pension plans pursuant to collective bargaining agreements. In the event of a plan's termination or Company withdrawal from a plan, the Company may be liable for a portion of the plan's unfunded vested benefits. As of December 31, 2006, unfunded amounts, if any, are not significant. Total contributions to multi-employer pension plans for the years ended December 31, 2006, 2005 and 2004, were \$4,861, \$5,218, and \$4,410, respectively.

## 16. SEGMENT INFORMATION

The Company and its subsidiaries currently operate in two reportable segments: dredging and demolition. The Company's financial reporting systems present various data for management to run the business, including profit and loss statements prepared according to the segments presented. Management uses operating income to evaluate performance between the two segments. Segment information for 2006, 2005 and 2004 is provided as follows:

	2006	2005	2004
<b>Dredging</b>			
Contract revenues	\$ 377,234	\$ 374,262	\$ 313,807
Operating income	21,904	15,176	1,484
Depreciation and amortization	23,821	23,187	24,923
Total assets	489,551	469,914	466,794
Property and equipment—net	232,443	236,468	252,508
Goodwill	79,097	79,097	79,570
Investment in equity method investee	9,996	8,605	7,965
Capital expenditures	25,692	10,935	21,535
<b>Demolition</b>			
Contract revenues	\$ 48,746	\$ 49,137	\$ 37,055
Operating income	3,709	(2,514)	926
Depreciation and amortization	1,260	1,499	1,930
Total assets	38,808	37,323	41,841
Property and equipment—net	6,894	4,381	4,086
Goodwill	19,650	19,650	23,993
Investment in equity method investee			
Capital expenditures	4,070	1,710	1,550
<b>Total</b>			
Contract revenues	\$ 425,980	\$ 423,399	\$ 350,862
Operating income	25,613	12,662	2,410
Depreciation and amortization	25,081	24,686	26,853
Total assets	528,359	507,237	508,635
Property and equipment—net	239,337	240,849	256,594
Goodwill	98,747	98,747	103,563
Investment in equity method investee	9,996	8,605	7,965
Capital expenditures	29,762	12,645	23,085

The Company classifies the revenue related to its dredging projects into the following types of work:

	2006	2005	2004
Capital dredging—U.S.	\$ 127,205	\$ 161,125	\$ 141,674
Capital dredging—foreign	86,039	47,402	62,862
Beach nourishment dredging	94,476	92,746	51,289
Maintenance dredging	69,514	72,989	57,982
<b>Total</b>	<b>\$ 377,234</b>	<b>\$ 374,262</b>	<b>\$ 313,807</b>

The Company derived revenues and gross profit from foreign project operations for the years ended December 31, 2006, 2005, and 2004, as follows:

	2006	2005	2004
Contract revenues	\$ 86,039	\$ 47,402	\$ 62,862
Costs of contract revenues	(66,706)	(43,066)	(54,462)
Gross profit	\$ 19,333	\$ 4,336	\$ 8,400

In 2006 and 2005, the majority of the Company's foreign revenue came from projects in the Middle East, primarily in Bahrain. Most of the work done in Bahrain was for one customer, the government of Bahrain, and revenue in 2006 and 2005 was \$78,183 and \$39,004, respectively. The majority of the Company's long-lived assets are marine vessels and related equipment. At any point in time, the Company may employ certain assets outside of the U.S., as needed, to perform work on the Company's foreign projects. As of December 31, 2006 and 2005, long-lived assets with a net book value of \$59,358 and \$48,878, respectively, were employed outside of the U.S.

#### 17. CONCENTRATIONS OF RISK

The Company's primary dredging customer is the U.S. Army Corps of Engineers (the "Corps"), which has responsibility for federally funded projects related to navigation and flood control. In 2006, 2005, and 2004, 36.7%, 70.2%, and 67.2%, respectively, of contract revenues were earned from dredging contracts with federal government agencies, including the Corps as well as other federal entities such as the U.S. Coast Guard and U.S. Navy. Throughout 2006, the Company worked to diversify its customer base, successfully negotiating large land reclamation projects in the Middle East with foreign governments and dredging work for LNG facilities with private customers. Additionally, state and local governments have begun funding a greater percentage of beach work, in the absence of federal support. At December 31, 2006, 2005, and 2004, approximately 33.7%, 62.7%, and 68.2%, respectively, of accounts receivable, including contract revenues in excess of billings, were due on dredging contracts with federal government agencies. The Company depends on its ability to continue to obtain federal government dredging contracts, and indirectly, on the amount of federal funding for new and current government dredging projects. Therefore, the Company's dredging operations can be influenced by the level and timing of federal funding.

#### 18. COMMITMENTS AND CONTINGENCIES

Performance and bid bonds are customarily required for dredging and marine construction projects, as well as some demolition projects. The Company obtains its performance and bid bonds through a bonding agreement with a surety company that has been granted a security interest in a substantial portion of the Company's operating equipment with a net book value of \$80,424 at December 31, 2006. The bonding agreement contains provisions requiring the Company to maintain certain financial ratios and restricting the Company's ability to pay dividends, incur indebtedness, create liens, and take certain other actions. The bonding agreement was amended effective September 30, 2004, to revise the minimum net worth requirements. At December 31, 2006, the Company was in



compliance with its various covenants under the bonding agreement, as revised. Bid bonds are generally obtained for a percentage of bid value and amounts outstanding typically range from \$5,000–\$10,000. At December 31, 2006, the Company had outstanding performance bonds valued at approximately \$289,804 however; the revenue value remaining in backlog related to these projects totaled approximately \$168,430.

As is customary with negotiated contracts and modifications or claims to competitively bid contracts with the federal government, the government has the right to audit the books and records of the Company to ensure compliance with such contracts, modifications or claims, and the applicable federal laws. The government has the ability to seek a price adjustment based on the results of such audit. Any such audits have not had and are not expected to have a material impact on the financial position, operations or cash flows of the Company.

In the normal course of business, the Company is a defendant in various legal proceedings. Except as described below, the Company is not currently a party to any material legal proceedings or environmental claims.

On February 10, 2004, the Company was served with a subpoena to produce documents in connection with a federal grand jury convened in the United States District Court for the District of South Carolina. The Company believes the grand jury has been convened to investigate the United States dredging industry in connection with work performed for the U.S. Army Corp of Engineers. As of September 12, 2006 the Company believes it has fully complied with all requests related to the federal subpoena matter and has delivered its affidavit to that effect. The Company has received no additional communications from the Justice Department since that date; however, the matter continues to remain open. The Company continues to incur legal costs although at a much reduced level from last year. These expenses totaled approximately \$608 and \$2,865 for the year ended December 31, 2006 and 2005, respectively.

In the normal course of business, the Company is a party to various personal injury lawsuits. The Company maintains insurance to cover claims that arise from injuries to its hourly workforce subject to a deductible. Recently there has been an increase in suits filed in Texas. Two Texas law firms are aggressively pursuing personal injury claims on behalf of dredging workers resident in certain areas of Texas. An unprecedented number of lawsuits are being filed for incidents that would not have likely escalated to claims in the past. However, aggressive legal representation and medical advice is increasing the seriousness of claimed injuries and the amount demanded in settlement. During the year \$4.5 million was recorded for our self-insured portion of these liabilities. The Company's recorded self insurance reserves represent its best estimate of the outcomes of these claims and the Company does not believe that it is reasonably possible there will be a material adverse impact to the Company's financial position or results of operations or cash flows related to such claims. However, the occurrence in the future of new claims of a similar nature is not possible to predict and while the Company does not believe that additional claims would have a material impact on the Company's financial position, it is possible they could be material to the results of operations and cash flows in future periods.

On April 24, 2006, a class action complaint was filed in the U.S. District Court for the Eastern District of Louisiana, on behalf of Louisiana citizens who allegedly suffered property damage from the

floodwaters that flooded New Orleans and surrounding areas when Hurricane Katrina hit the area on August 29, 2005 (the "Katrina Claims") Reed v. United States. The Reed suit names as defendants the U.S. government, Great Lakes Dredge & Dock Company, and numerous other dredging companies which completed dredging projects on behalf of the Army Corps of Engineers in the Mississippi River Gulf Outlet ("MRGO") between 1993 and 2005. The Reed complaint alleges that dredging of MRGO caused the destruction of the Louisiana wetlands, which had provided a natural barrier against some storms and hurricanes. The complaint alleges that this loss of natural barriers contributed to the failure of the levees as Katrina floodwaters damaged plaintiffs' property. The Reed complaint asserts claims of negligence, warranty, concealment and violations of the Water Pollution Control Act. Other plaintiffs have filed similar class action complaints. In addition, plaintiffs have filed one mass tort case. All these cases raise the same claims as Reed. One dredging company has filed a cross-claim seeking contribution and indemnification. The amount of claimed damages is not stated, but is presumed to be significant. On October 19, 2006, Great Lakes filed for exoneration or limitation of liability under the Limitation of Liability Act in federal district court. This limitation action stays all outstanding Katrina lawsuits against Great Lakes, including the lawsuits mentioned above, pending resolution of Great Lakes' exoneration and limitation claims. Great Lakes believes it has meritorious claims to either exoneration from all liability or limitation of liability at not more than \$55,000, which is the value of the vessels which conducted the MRGO dredging work. These defenses include arguments for both statutory and constitutional immunity from liability for the Katrina Claims. On March 9, 2007, the District Court dismissed with prejudice the Reed claim and one mass tort claim against Great Lakes and those plaintiffs have filed an appeal to the U.S. Court of Appeals for the Fifth Circuit. Great Lakes continues to prosecute its limitation of liability proceeding against all the plaintiffs in the District Court on similar grounds that lead to the dismissals in both claims. In addition, Great Lakes maintains \$150,000 in insurance coverage for the Katrina Claims. Great Lakes does not believe it is reasonably possible that the Katrina Claims will have a material adverse impact on its financial condition or results of operations and cash flows.

## **19. SUBSIDIARY GUARANTORS**

The payment obligations of the Company under its 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes are guaranteed by all of the Company's domestic subsidiaries ("Subsidiary Guarantors"). Such guarantees are full, unconditional, and joint and several. The following supplemental condensed consolidating financial information sets forth, on a combined basis, the balance sheets, statements of operations and statements of cash flows for the Subsidiary Guarantors, the Company's non-guarantor subsidiary and for the Great Lakes Dredge & Dock Corporation ("GLD Corporation").

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING BALANCE SHEET

DECEMBER 31, 2006

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>ASSETS</b>					
<b>CURRENT ASSETS:</b>					
Cash and equivalents	\$ 3,630	\$ 10	\$ —	\$ —	\$ 3,640
Accounts receivable—net	89,505	—	—	—	89,505
Receivables from affiliates	7,867	2,829	4,540	(15,236)	—
Contract revenues in excess of billings	9,561	—	—	—	9,561
Inventories	21,082	—	—	—	21,082
Prepaid expenses and other current assets	18,114	—	12,344	—	30,458
<b>Total current assets</b>	<b>149,759</b>	<b>2,839</b>	<b>16,884</b>	<b>(15,236)</b>	<b>154,246</b>
PROPERTY AND EQUIPMENT—Net	239,337	—	—	—	239,337
GOODWILL	98,747	—	—	—	98,747
OTHER INTANGIBLE ASSETS—Net	1,268	—	—	—	1,268
INVESTMENTS IN SUBSIDIARIES	2,839	—	359,294	(362,133)	—
NOTES RECEIVABLE FROM AFFILIATES	—	—	22,702	(22,702)	—
INVENTORIES	13,353	—	—	—	13,353
INVESTMENTS IN JOINT VENTURES	9,996	—	—	—	9,996
OTHER ASSETS	4,008	—	7,404	—	11,412
<b>TOTAL</b>	<b>\$ 519,307</b>	<b>\$ 2,839</b>	<b>\$ 406,284</b>	<b>\$ (400,071)</b>	<b>\$ 528,359</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>					
<b>CURRENT LIABILITIES:</b>					
Accounts payable	\$ 57,382	\$ —	\$ 444	\$ —	\$ 57,826
Payables to affiliates	8,687	—	6,549	(15,236)	—
Accrued expenses	23,432	—	6,760	—	30,192
Billings in excess of contract revenues	19,195	—	—	—	19,195
Current portion of Long-Term Debt	1,950	—	2,135	—	4,085
<b>Total current liabilities</b>	<b>110,646</b>	<b>—</b>	<b>15,888</b>	<b>(15,236)</b>	<b>111,298</b>
LONG-TERM DEBT	15,600	—	175,000	—	190,600
NOTES PAYABLE TO AFFILIATES	22,702	—	—	(22,702)	—
DEFERRED INCOME TAXES	1,225	—	83,600	—	84,825
OTHER	9,115	—	1,994	—	11,109
<b>Total liabilities</b>	<b>159,288</b>	<b>—</b>	<b>276,482</b>	<b>(37,938)</b>	<b>397,832</b>
MINORITY INTEREST	—	—	—	2,005	2,005
STOCKHOLDERS' EQUITY (DEFICIT)	360,019	2,839	129,802	(364,138)	128,522
<b>TOTAL</b>	<b>\$ 519,307</b>	<b>\$ 2,839</b>	<b>\$ 406,284</b>	<b>\$ (400,071)</b>	<b>\$ 528,359</b>

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING BALANCE SHEET

DECEMBER 31, 2005

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>ASSETS</b>					
<b>CURRENT ASSETS:</b>					
Cash and equivalents	\$ 596	\$ 5	\$ —	\$ —	\$ 601
Accounts receivable—net	85,114				85,114
Receivables from affiliates	9,202	2,876	4,542	(16,620)	
Contract revenues in excess of billings	14,352				14,352
Inventories	17,084				17,084
Prepaid expenses and other current assets	10,742		6,371		17,113
<b>Total current assets</b>	<b>137,090</b>	<b>2,881</b>	<b>10,913</b>	<b>(16,620)</b>	<b>134,264</b>
PROPERTY AND EQUIPMENT—Net	228,393		12,456		240,849
GOODWILL	98,747				98,747
OTHER INTANGIBLE ASSETS—Net	1,579				1,579
INVESTMENTS IN SUBSIDIARIES	2,881		355,388	(358,269)	
NOTES RECEIVABLE FROM AFFILIATES			22,702	(22,702)	
INVENTORIES	11,206				11,206
INVESTMENTS IN JOINT VENTURES	8,605				8,605
OTHER ASSETS	2,010		9,977		11,987
<b>TOTAL</b>	<b>\$ 490,511</b>	<b>\$ 2,881</b>	<b>\$ 411,436</b>	<b>\$ (397,591)</b>	<b>\$ 507,237</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>					
<b>EQUITY</b>					
<b>CURRENT LIABILITIES:</b>					
Accounts payable	\$ 50,836	\$ —	\$ —	\$ —	\$ 50,836
Payables to affiliates	7,754		8,866	(16,620)	
Accrued expenses	19,460		3,419		22,879
Billings in excess of contract revenues	8,108				8,108
Current maturities of long-term debt	1,950				1,950
<b>Total current liabilities</b>	<b>88,108</b>		<b>12,285</b>	<b>(16,620)</b>	<b>83,773</b>
LONG-TERM DEBT	17,550		231,300		248,850
NOTES PAYABLE TO AFFILIATES	22,702			(22,702)	
DEFERRED INCOME TAXES	1,199		86,955		88,154
OTHER	3,923		1,935		5,858
<b>Total liabilities</b>	<b>133,482</b>		<b>332,475</b>	<b>(39,322)</b>	<b>426,635</b>
REDEEMABLE PREFERRED STOCK			101,978		101,978
MINORITY INTEREST				1,850	1,850
STOCKHOLDERS' EQUITY (DEFICIT)	357,029	2,881	(23,017)	(360,119)	(23,226)
<b>TOTAL</b>	<b>\$ 490,511</b>	<b>\$ 2,881</b>	<b>\$ 309,458</b>	<b>\$ (397,591)</b>	<b>\$ 507,237</b>

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS

DECEMBER 31, 2006

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
CONTRACT REVENUES	\$ 425,980	\$ —	\$ —	\$ —	\$ 425,980
COST OF CONTRACT REVENUES	(369,322)	—	331	—	(368,991)
GROSS PROFIT	56,658	—	331	—	56,989
OPERATING EXPENSES					
General and administrative expenses	(30,227)	(61)	(169)	—	(30,457)
Subpoena related expenses	(608)	—	—	—	(608)
Amortization of intangibles	(311)	—	—	—	(311)
Total operating income	25,512	(61)	162	—	25,613
INTEREST EXPENSE—Net	(4,304)	—	(20,039)	—	(24,343)
EQUITY IN EARNINGS (LOSS) OF SUBSIDIARIES	(43)	—	26,410	(26,367)	—
EQUITY IN EARNINGS OF JOINT VENTURE	2,041	—	—	—	2,041
MINORITY INTEREST	—	—	—	(155)	(155)
INCOME (LOSS) BEFORE INCOME TAXES	23,206	(61)	6,533	(26,522)	3,156
INCOME TAX (PROVISION) BENEFIT	3,395	18	(15,523)	11,139	(971)
NET INCOME (LOSS)	\$ 26,601	\$ (43)	\$ (8,990)	\$ (15,383)	\$ 2,185

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2005

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
CONTRACT REVENUES	\$ 423,399	\$ —	\$ —	\$ —	\$ 423,399
COSTS OF CONTRACT REVENUES	(372,528)		482		(372,046)
<b>GROSS PROFIT</b>	<b>50,871</b>	<b>—</b>	<b>482</b>	<b>—</b>	<b>51,353</b>
<b>OPERATING EXPENSES:</b>					
General and administrative expenses	(29,235)	(65)	(22)		(29,322)
Subpoena-related expenses	(2,865)				(2,865)
Amortization of intangible assets	(786)				(786)
Impairment of intangible assets	(5,718)				(5,718)
<b>Total operating expenses</b>	<b>(38,604)</b>	<b>(65)</b>	<b>(22)</b>	<b>—</b>	<b>(38,691)</b>
OPERATING INCOME (LOSS)	12,267	(65)	460	—	12,662
INTEREST EXPENSE—Net	(4,015)		(19,040)		(23,055)
EQUITY IN EARNINGS (LOSS) OF SUBSIDIARIES	(43)		55,561	(55,518)	
EQUITY IN EARNINGS OF JOINT VENTURE	2,328				2,328
MINORITY INTEREST				(251)	(251)
<b>INCOME (LOSS) BEFORE INCOME TAXES</b>	<b>10,537</b>	<b>(65)</b>	<b>36,981</b>	<b>(55,769)</b>	<b>(8,316)</b>
PROVISION FOR INCOME TAXES	44,358	22	(48,573)	5,557	1,364
<b>NET INCOME (LOSS)</b>	<b>\$ 54,895</b>	<b>\$ (43)</b>	<b>\$ (11,592)</b>	<b>\$ (50,212)</b>	<b>\$ (6,952)</b>

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2004

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
CONTRACT REVENUES	\$ 350,862	\$ —	\$ —	\$ —	\$ 350,862
COSTS OF CONTRACT REVENUES	(315,675)	(13)	748		(314,940)
<b>GROSS PROFIT (LOSS)</b>	<b>35,187</b>	<b>(13)</b>	<b>748</b>	<b>—</b>	<b>35,922</b>
<b>OPERATING EXPENSES:</b>					
General and administrative expenses	(25,208)	(64)	(201)		(25,473)
Amortization of intangible assets	(4,174)				(4,174)
Subpoena-related expenses	(2,317)				(2,317)
Demolition litigation expense	(1,275)				(1,275)
Sale-related expenses	(138)		(135)		(273)
Total operating expenses	(33,112)	(64)	(336)	—	(33,512)
<b>OPERATING INCOME (LOSS)</b>	<b>2,075</b>	<b>(77)</b>	<b>412</b>	<b>—</b>	<b>2,410</b>
INTEREST EXPENSE—Net	(4,116)		(16,218)		(20,334)
EQUITY IN LOSS OF SUBSIDIARIES	(52)		(486)	538	
EQUITY IN EARNINGS OF JOINT VENTURE	2,339				2,339
MINORITY INTEREST				132	132
INCOME (LOSS) BEFORE INCOME TAXES	246	(77)	(16,292)	670	(15,453)
PROVISION FOR INCOME TAXES	(864)	25	5,486	(281)	4,366
<b>NET LOSS</b>	<b>\$ (618)</b>	<b>\$ (52)</b>	<b>\$ (10,806)</b>	<b>\$ 389</b>	<b>\$ (11,087)</b>

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2006

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Net cash flows from operating activities	\$ 75,387	\$ (43)	\$ (41,445)	\$ —	\$ 33,899
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Purchases of property and equipment	(29,762)	—	—	—	(29,762)
Dispositions of property and equipment	13,571	—	—	—	13,571
Cash received from (funded to) escrow	(3,635)	—	—	—	(3,635)
Loan to related party	(1,684)	—	—	—	(1,684)
Net cash flows from investing activities	(21,510)	—	—	—	(21,510)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Repayments of long-term debt	(54,115)	—	—	—	(54,115)
Borrowings under revolving loans, net of repayments	—	—	(2,000)	—	(2,000)
Net change in accounts with affiliates	(43,493)	48	43,445	—	—
Proceeds from reverse merger	52,398	—	—	—	52,398
Payment of merger costs, net	(3,715)	—	—	—	(3,715)
Financing fees	(518)	—	—	—	(518)
Repayment of capital lease debt	(1,375)	—	—	—	(1,375)
Other	(25)	—	—	—	(25)
Net cash flows from financing activities	(50,843)	48	41,445	—	(9,350)
<b>NET CHANGE IN CASH AND EQUIVALENTS</b>	<b>3,034</b>	<b>5</b>	<b>—</b>	<b>—</b>	<b>3,039</b>
<b>CASH AND EQUIVALENTS AT BEGINNING OF YEAR</b>	<b>596</b>	<b>5</b>	<b>—</b>	<b>—</b>	<b>601</b>
<b>CASH AND EQUIVALENTS AT END OF YEAR</b>	<b>\$ 3,630</b>	<b>\$ 10</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,640</b>



GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2005

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>CASH FLOWS FROM OPERATING ACTIVITIES—</b>					
Net cash flows from operating activities	\$ 37,837	\$ (30)	\$ (27,527)	\$ —	\$ 10,280
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>					
Purchases of property and equipment	(12,645)				(12,645)
Dispositions of property and equipment	5,468				5,468
Net cash flows from investing activities	(7,177)	—	—	—	(7,177)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>					
Repayments of long-term debt	(1,950)		(3,500)		(5,450)
Borrowings under revolving loans—net			2,000		2,000
Net change in accounts with affiliates	(27,196)	30	27,166		
Repayment of capital lease debt	(1,014)				(1,014)
Net cash flows from financing activities	(30,160)	30	25,666	—	(4,464)
<b>NET CHANGE IN CASH AND EQUIVALENTS</b>					
	500	—	(1,861)	—	(1,361)
<b>CASH AND CASH EQUIVALENTS—</b>					
Beginning of year	1,957	5			1,962
<b>CASH AND CASH EQUIVALENTS—</b>					
End of year	\$ 2,457	\$ 5	\$ (1,861)	\$ —	\$ 601

GREAT LAKES DREDGE & DOCK CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2004

(in thousands)

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>CASH FLOWS FROM OPERATING ACTIVITIES—</b>					
Net cash flows from operating activities	\$ 22,679	\$ (64)	\$ (5,166)	\$ —	\$ 17,449
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>					
Purchases of property and equipment	(23,085)				(23,085)
Dispositions of property and equipment	10,236	25			10,261
Cash released from (funded to) equipment escrow	876				876
Acquisition of Predecessor common and preferred shares	527				527
Net cash flows from investing activities	(11,446)	25			(11,421)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>					
Repayments of long-term debt	(1,950)		(2,500)		(4,450)
Net change in accounts with affiliates	(8,631)	35	8,596		
Financing fees	(219)		(930)		(1,149)
Repayment of capital lease debt	(1,242)				(1,242)
Net cash flows from financing activities	(12,042)	35	5,166	—	(6,841)
<b>NET CHANGE IN CASH AND EQUIVALENTS</b>					
	(809)	(4)	—	—	(813)
<b>CASH AND CASH EQUIVALENTS—</b>					
Beginning of year	2,766	9			2,775
<b>CASH AND CASH EQUIVALENTS—</b>					
End of year	\$ 1,957	\$ 5	\$ —	\$ —	\$ 1,962

**Great Lakes Dredge & Dock Corporation and Subsidiaries**

**Report on Consolidated Financial Statements**

**Three Months Ended March 31, 2007**

**Great Lakes Dredge & Dock Corporation and Subsidiaries**

**Condensed Consolidated Balance Sheets**

**(Unaudited)**

**(in thousands, except share and per share amounts)**

	<b>March 31, 2007</b>	<b>December 31, 2006</b>
	<u>                    </u>	<u>                    </u>
<b>Assets</b>		
Current assets:		
Cash and equivalents	\$ 286	\$ 3,640
Accounts receivable, net	107,010	89,505
Contract revenues in excess of billings	5,823	9,561
Inventories	26,647	21,082
Prepaid expenses and other current assets	25,592	30,458
	<u>                    </u>	<u>                    </u>
Total current assets	165,358	154,246
Property and equipment, net	237,450	239,337
Goodwill	97,447	98,747
Other intangible assets, net	1,203	1,268
Inventories	13,389	13,353
Investments in joint ventures	10,008	9,996
Other assets	9,587	11,412
	<u>                    </u>	<u>                    </u>
Total assets	\$ 534,442	\$ 528,359
	<u>                    </u>	<u>                    </u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 59,353	\$ 57,826
Accrued expenses	27,385	30,192
Billings in excess of contract revenues	23,636	19,195
Current maturities of long-term debt	1,950	4,085
	<u>                    </u>	<u>                    </u>
Total current liabilities	112,324	111,298
Long-term debt	193,112	190,600
Deferred income taxes	82,737	84,825
Other	12,444	11,109
	<u>                    </u>	<u>                    </u>
Total liabilities	400,617	397,832
Commitments and contingencies (Note 11)		
Minority interest	2,014	2,005
Stockholders' equity:		
Common stock—\$.0001 par value; 90,000,000 authorized, 40,327,289 shares issued and outstanding	4	4
Additional paid-in capital	169,936	168,830
Accumulated deficit	(37,908)	(39,030)
Accumulated other comprehensive loss	(221)	(1,282)
	<u>                    </u>	<u>                    </u>
Total stockholders' equity	131,811	128,522
	<u>                    </u>	<u>                    </u>
Total liabilities and stockholders' equity	\$ 534,442	\$ 528,359
	<u>                    </u>	<u>                    </u>

See notes to unaudited condensed consolidated financial statements.

## Great Lakes Dredge &amp; Dock Corporation and Subsidiaries

## Condensed Consolidated Statements of Operations

(Unaudited)

(in thousands, except per share data)

	Three Months Ended March 31	
	2007	2006
Contract revenues	\$ 126,732	\$ 108,427
Costs of contract revenues	113,018	96,816
Gross profit	13,714	11,611
General and administrative expenses	7,993	7,309
Subpoena-related expenses	2	360
Amortization of intangible assets	65	76
Operating income	5,654	3,866
Interest expense, net	(4,261)	(6,201)
Equity in earnings of joint ventures	262	117
Minority interests	(9)	(38)
Income (loss) before income taxes	1,646	(2,256)
Income tax (provision) benefit	(682)	722
Net income (loss)	\$ 964	\$ (1,534)
Redeemable preferred stock dividends	—	(2,011)
Net income (loss) available to common shareholders	\$ 964	\$ (3,545)
Basic earnings (loss) per share	\$ 0.02	\$ (0.38)
Basic weighted average shares	39,633	9,288
Diluted earnings (loss) per share	\$ 0.02	\$ (0.38)
Diluted weighted average shares	44,697	9,288

See notes to unaudited condensed consolidated financial statements.

## Great Lakes Dredge &amp; Dock Corporation and Subsidiaries

## Condensed Consolidated Statements of Cash Flows

(Unaudited)

(in thousands)

	Three Months Ended March 31	
	2007	2006
<b>Operating Activities</b>		
Net income (loss)	\$ 964	\$ (1,534)
Adjustments to reconcile net income (loss) to net cash flows from operating activities:		
Depreciation and amortization	6,481	6,250
Earnings of joint ventures	(262)	(117)
Distribution from equity joint ventures	250	250
Minority interests	9	38
Deferred income taxes	(867)	(1,494)
Gain on dispositions of property and equipment	(73)	(195)
Amortization of financing fees	467	449
Changes in assets and liabilities:		
Accounts receivable	(17,505)	(2,549)
Contract revenues in excess of billings	3,738	463
Inventories	(5,601)	167
Prepaid expenses and other current assets	3,851	34
Accounts payable and accrued expenses	5,150	926
Billings in excess of contract revenues	4,441	1,393
Other noncurrent assets and liabilities	(78)	34
Net cash flows from operating activities	965	4,115
<b>Investing Activities</b>		
Purchases of property and equipment	(7,117)	(6,897)
Dispositions of property and equipment	49	564
Repayment from related party	1,703	—
Net cash flows used in investing activities	(5,365)	(6,333)
<b>Financing Activities</b>		
Repayments of long-term debt	(2,623)	(488)
Borrowings under revolving loans, net of repayments	3,000	3,000
Cash proceeds from conversion of warrants	1,105	
Repayment of capital lease debt	(436)	(381)
Net cash flows from financing activities	1,046	2,131
Net change in cash and equivalents	(3,354)	(87)
Cash and equivalents at beginning of period	3,640	601
Cash and equivalents at end of period	\$ 286	\$ 514
<b>Supplemental Cash Flow Information</b>		
Cash paid for interest	\$ 797	\$ 1,874
Cash paid for taxes	\$ 3,213	\$ 306

See notes to unaudited condensed consolidated financial statements.

Great Lakes Dredge & Dock Corporation and Subsidiaries

Notes to Condensed Consolidated Financial Statements

(Unaudited)

(dollars in thousands)

**1. Basis of presentation**

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. for interim financial information. Accordingly, these financial statements do not include all the information in the notes required by generally accepted accounting principles for complete financial statements. In the opinion of management, the unaudited condensed consolidated financial statements include all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of the financial position, results of operations and cash flows as of and for the dates presented. The unaudited condensed consolidated financial statements and notes herein should be read in conjunction with the audited consolidated financial statements of Great Lakes Dredge & Dock Corporation and Subsidiaries (the "Company") and the notes thereto, included in the Company's Annual Report filed on Form 10-K for the year ended December 31, 2006.

The condensed consolidated results of operations for the interim periods presented herein are not necessarily indicative of the results to be expected for the full year.

**2. Comprehensive income**

Total comprehensive income (loss) is comprised of the Company's net income (loss) and net unrealized gains (losses) on cash flow hedges as discussed in Note 3 below. Total comprehensive income (loss) for the three months ended March 31, 2007 and 2006 was \$2,025 and (\$1,250), respectively.

**3. Risk management activities**

The Company uses derivative instruments to manage commodity price, interest rate, and foreign currency exchange risks. Such instruments are not used for trading purposes. As of March 31, 2007, the Company was party to various swap arrangements to hedge the price of a portion of its diesel fuel purchase requirements for work in its backlog to be performed through November 2007. As of March 31, 2007, there were 5.2 million gallons remaining on these contracts. Under these agreements, the Company will pay fixed prices ranging from \$1.56 to \$2.21 per gallon. At March 31, 2007 and December 31, 2006, the fair value liability on these contracts was estimated to be \$365 and \$2,113, respectively, based on quoted market prices, and is recorded in accrued liabilities. Ineffectiveness related to these fuel hedge arrangements was determined to be immaterial. The remaining losses included in accumulated other comprehensive income at March 31, 2007 will be reclassified into earnings over the next eight months, corresponding to the period during which the hedged fuel is expected to be utilized.

In February 2004, the Company entered into an interest rate swap arrangement, which is effective through December 15, 2013, to swap a notional amount of \$50,000 from a fixed rate of 7.75% to a floating LIBOR-based rate in order to manage the interest rate paid with respect to the Company's 7<sup>3</sup>/<sub>4</sub>% senior subordinated debt. The current portion of the fair value liability of the swap at March 31, 2007 and December 31, 2006 was \$155 and \$201, respectively, and is recorded in accrued liabilities. The long term portion of the fair value liability of the swap at March 31, 2007 and December 31, 2006 was \$1,124 and \$1,279, respectively and is recorded in other long term liabilities. The swap is not

accounted for as a hedge; therefore, the changes in fair value are recorded as adjustments to interest expense in each reporting period.

The carrying values of other financial instruments included in current assets and current liabilities approximate fair values due to the short-term maturities of these instruments. The carrying value of the Company's variable rate debt (primarily bank debt) approximates fair values, based on prevailing market rates. The fair value of the Company's \$175,000 of 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes was \$173,688 and \$168,000 at March 31, 2007 and December 31, 2006, respectively, based on quoted market prices.

#### 4. Accounts receivable

Accounts receivable at March 31, 2007 and December 31, 2006 are as follows:

	<b>March 31, 2007</b>	<b>December 31, 2006</b>
Completed contracts	38,573	18,252
Contracts in progress	\$ 54,375	\$ 60,522
Retainage	14,819	11,488
	107,767	90,262
Allowance for doubtful accounts	(757)	(757)
	\$ 107,010	\$ 89,505



## 5. Contracts in progress

The components of contracts in progress at March 31, 2007 and December 31, 2006 are as follows:

	<b>March 31, 2007</b>	<b>December 31, 2006</b>
<b>Costs and earnings in excess of billings:</b>		
Costs and earnings for contracts in progress	\$ 87,407	\$ 172,263
Amounts billed	(82,152)	(163,821)
<hr/>		
Costs and earnings in excess of billings for contracts in progress	5,255	8,442
Costs and earnings in excess of billings for completed contracts	568	1,119
<hr/>		
	\$ 5,823	\$ 9,561
<hr/>		
Prepaid contract costs (included in prepaid expenses and other current assets)	\$ 5,723	\$ 7,602
<hr/>		
<b>Billings in excess of costs and earnings:</b>		
Amounts billed	\$ (305,246)	\$ (216,218)
Costs and earnings for contracts in progress	281,610	197,023
<hr/>		
	\$ (23,636)	(19,195)
<hr/>		

## 6. Intangible assets

The net book value of intangible assets is as follows:

	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
<b>As of March 31, 2007</b>			
Demolition customer relationships	1,093	639	454
Software and databases	1,209	460	749
<hr/>			
	\$ 2,302	\$ 1,099	\$ 1,203
<hr/>			
<b>As of December 31, 2006</b>			
Customer contract backlog	4,237	4,237	—
Demolition customer relationships	1,093	609	484
Software and databases	1,209	425	784
<hr/>			
Total	\$ 6,539	\$ 5,271	\$ 1,268
<hr/>			

## 7. Investment in Joint Ventures

The Company has a 50% ownership interest in Amboy Aggregates ("Amboy"), whose primary business is the dredge mining and sale of fine aggregate. The Company accounts for its investment in Amboy using the equity method. The following table includes Amboy's summarized financial information for the periods presented.

	Three Months Ended March 31,	
	2007	2006
Revenue	\$ 5,012	\$ 4,102
Gross Profit	\$ 1,229	\$ 538
Net income	\$ 524	\$ 234
Great Lakes 50% share	\$ 262	\$ 117

Amboy has a revolving loan with a bank for up to \$3,000 which contains certain restrictive covenants, including limitations on the amount of distributions to its joint venture partners. It is the intent of the joint venture partners to periodically distribute Amboy's earnings, to the extent allowed by Amboy's bank agreement. The Company does not guarantee any of the outstanding borrowings and accrued interest under the facility.

In 2003, the Company and its Amboy joint venture partner each purchased a 50% interest in land, which is adjacent to the Amboy property and may be used in connection with the Amboy operations. The Company's share of the purchase price totaled \$1,047 and is reflected in investments in joint ventures.

For the three months ended March 31, 2007 and 2006, the Company received distributions from Amboy and the adjacent land venture totaling \$250 and \$250, respectively. In 2006, Amboy deposited \$2,000 on property in New Jersey with the intent to purchase. In 2007, Amboy canceled the agreement and anticipates the return of this deposit. The Joint Venture is actively seeking a new site for its operations facility due to the impending sale of their current location.

## 8. Accrued expenses

Accrued expenses at March 31, 2007 and December 31, 2006 are as follows:

	March 31, 2007	December 31, 2006
Insurance	\$ 9,067	\$ 8,798
Interest	4,201	1,003
Income and other taxes	2,655	5,897
Payroll and employee benefits	3,688	9,159
Equipment leases	1,639	1,284
Fuel hedge liability	365	2,113
Other	5,770	1,938
	<u>\$ 27,385</u>	<u>\$ 30,192</u>

## 9. Income Taxes

Effective January 1, 2007, Great Lakes adopted FASB Interpretation No. 48, "Accounting for Uncertainties in Income Taxes" ("FIN 48"). FIN 48 requires a company to evaluate whether the tax position taken by a company will more likely than not be sustained upon examination by the appropriate taxing authority. It also provides guidance on how a company should measure the amount of benefit that the company is to recognize in its financial statements. The Company also adopted FASB Staff Position No. FIN 48-1, "Definition of *Settlement* in FASB Interpretation No. 48".

As a result of the implementation of FIN 48, the Company recognized a \$1,458 decrease in the liability for unrecognized tax benefits. This was accounted for as an increase in retained earnings of \$158 and an adjustment to goodwill of \$1,300. At January 1, 2007, the Company had \$1,939 in unrecognized tax benefits, the recognition of which would have an impact of \$862 on the effective tax rate. During the quarter ended March 31, 2007, the Company recorded additional unrecognized tax benefits of \$108. The Company does not anticipate the total amount of unrecognized tax benefits will significantly change by December 31, 2007.

The Company's continuing practice is to recognize interest and penalties related to income tax matters in income tax expense. At January 1, 2007, the Company had approximately \$523 accrued for interest and penalties, net of tax. An additional amount of \$40, net of tax, was accrued for interest and penalties during the first quarter.

The Company files income tax returns at the U.S. federal level and in various state and foreign jurisdictions. U.S. federal income tax years prior to 2003 are closed and no longer subject to examination. With few exceptions, the statute of limitations in state taxing jurisdictions in which the Company operates has expired for all years prior to 2002. The Company is not currently under examination by the U.S. federal government or any state jurisdiction. In foreign jurisdictions in which the Company operates all significant years prior to 2003 are closed and are no longer subject to examination. Ongoing, routine examinations of post-2002 years in Egypt, India and Mexico are not expected to result in any material adjustments.

## 10. Segment information

The Company operates in two reportable segments: dredging and demolition. The Company's financial reporting systems present various data for management to run the business, including profit and loss statements prepared according to the segments presented. Management uses operating income to evaluate performance between the two segments. Segment information for the periods presented is as follows:

	Three Months Ended March 31,	
	2007	2006
<b>Dredging</b>		
Contract revenues	\$ 115,372	\$ 97,382
Operating income	4,811	2,932
<b>Demolition</b>		
Contract revenues	\$ 11,360	\$ 11,045
Operating income	843	934
<b>Total</b>		
Contract revenues	\$ 126,732	\$ 108,427
Operating income	5,654	3,866

In addition, foreign dredging revenue of \$25,384 for the quarter was primarily attributable to work done in Bahrain. The majority of the Company's long-lived assets are marine vessels and related equipment. At any point in time, the Company may employ certain assets outside of the U.S., as needed, to perform work on the Company's foreign projects.

## 11. Commitments and contingencies

At March 31, 2007, the Company was contingently liable, in the normal course of business, for \$46,333 in undrawn letters of credit, relating to foreign contract performance guarantees and insurance payment liabilities.

The Company finances certain key vessels used in its operations and office facilities with operating lease arrangements with unrelated lessors, requiring annual rentals decreasing from \$15,000 to \$10,000 over the next five years. Certain of these operating leases contain default provisions that are triggered by an acceleration of debt maturity under the terms of the Company's Credit Agreement. Additionally, the leases typically contain provisions whereby the Company indemnifies the lessors for the tax treatment attributable to such leases based on the tax rules in place at lease inception. The tax indemnifications do not have a contractual dollar limit. To date, no lessors have asserted any claims against the Company under these tax indemnification provisions.

Borrowings under the Company's Credit Agreement are secured by first lien mortgages on certain operating equipment of the Company with a net book value of approximately \$77,000 at December 31, 2006. Additionally, the Company obtains its performance and bid bonds through an underwriting and indemnity agreement with a surety company that has been granted a security interest in a substantial portion of the Company's operating equipment with a net book value of approximately \$80,000 at

December 31, 2006. The Company also has an equipment term loan, which is secured by a first lien mortgage on certain operating equipment with a net book value of approximately \$20,000 at December 31, 2006. The net book value of equipment serving as collateral under these agreements at March 31, 2007 does not materially differ from the values at December 31, 2006. These agreements contain provisions requiring the Company to maintain certain financial ratios and restricting the Company's ability to pay dividends, incur indebtedness, create liens, and take certain other actions. The Company was in compliance with all required covenants at March 31, 2007.

The performance and bid bonds issued under the bonding agreement are customarily required for dredging and marine construction projects, as well as some demolition projects. Bid bonds are generally obtained for a percentage of bid value and aggregate amounts outstanding typically range from \$5,000 to \$10,000. Performance bonds typically cover 100% of the contract value with no maximum bond amounts. At March 31, 2007, the Company had outstanding performance bonds valued at approximately \$235,272; however the revenue value remaining in backlog related to these projects totaled approximately \$109,597 at March 31, 2007.

Certain foreign projects performed by the Company have warranty periods, typically spanning no more than one to three years beyond project completion, whereby the Company retains responsibility to maintain the project site to certain specifications during the warranty period. Generally, any potential liability of the Company is mitigated by insurance, shared responsibilities with consortium partners, and/or recourse to owner-provided specifications.

The Company considers it unlikely that it would have to perform under any of these aforementioned contingent obligations and performance has never been required in any of these circumstances in the past.

As is customary with negotiated contracts and modifications or claims to competitively-bid contracts with the federal government, the government has the right to audit the books and records of the Company to ensure compliance with such contracts, modifications or claims and the applicable federal laws. The government has the ability to seek a price adjustment based on the results of such audit. Any such audits have not had and are not expected to have a material impact on the financial position, operations or cash flows of the Company.

In the normal course of business, the Company is a defendant in various legal proceedings. Except as described below, the Company is not currently a party to any material legal proceedings or environmental claims.

On February 10, 2004, the Company was served with a subpoena to produce documents in connection with a federal grand jury convened in the United States District Court for the District of South Carolina. The Company believes the grand jury has been convened to investigate the United States dredging industry in connection with work performed for the U.S. Army Corp of Engineers. For over six months the Company received no additional communications from the Justice Department however in April some follow-up requests for additional information were received. The Company is in the process of preparing information to comply with this request. As noted previously, the matter continues to remain open and the Company is continuing to incur legal costs although at a much

reduced level from 2004 and 2005. These expenses totaled approximately \$2 for the three months ended March 31, 2007 compared to \$360 for the same period in 2006.

The Company's results continue to be negatively impacted from the increase in reserves related to injury claims from our hourly workforce residing in Texas. In the normal course of business, the Company is party to various personal injury lawsuits for which it maintains insurance to cover claims that arise subject to a deductible. Over the last two years there has been a substantial increase in suits filed in Texas due, in large part, to two Texas law firms aggressively pursuing personal injury claims on behalf of dredging workers resident in Texas. Over the last several months, Maritime Jobs for Texas, a coalition of maritime employers has been working to reform Texas law with regard to the type of personal injury suits the dredging industry has recently faced. If enacted, these legislative reforms could alleviate the increasing number of meritless personal injury suits facing the industry in Texas. The Company's recorded self-insurance reserves represent its best estimate of the outcomes of outstanding claims and the Company does not believe that it is reasonably possible there will be a material adverse impact to the Company's financial position or results of operations or cash flows related to outstanding claims. However, the occurrence in the future of new claims of a similar nature is not possible to predict and while the Company does not believe that additional claims would have a material impact on the Company's financial position, it is possible they could be material to the results of operations and cash flows in future periods. In the first quarter of 2007, the Company recorded an additional \$900 for these claims; compared to \$2,000 in the first quarter of 2006.

On April 24, 2006, a class action complaint was filed in the U.S. District Court for the Eastern District of Louisiana, on behalf of Louisiana citizens who allegedly suffered property damage from the floodwaters that flooded New Orleans and surrounding areas when Hurricane Katrina hit the area on August 29, 2005 (the "Katrina Claims") (Reed v. United States). The Reed suit names as defendants the U.S. government, Great Lakes Dredge & Dock Company, and numerous other dredging companies which completed dredging projects on behalf of the Army Corps of Engineers in the Mississippi River Gulf Outlet ("MRGO") between 1993 and 2005. The Reed complaint alleges that dredging of MRGO caused the destruction of the Louisiana wetlands, which had provided a natural barrier against some storms and hurricanes. The complaint alleges that this loss of natural barriers contributed to the failure of the levees as Katrina floodwaters damaged plaintiffs' property. The Reed complaint asserts claims of negligence, warranty, concealment and violations of the Water Pollution Control Act. Other plaintiffs have filed similar class action complaints. In addition, plaintiffs have filed one mass tort case. All these cases raise the same claims as Reed. One dredging company has filed a cross-claim seeking contribution and indemnification. The amount of claimed damages is not stated, but is presumed to be significant. On October 19, 2006, Great Lakes filed for exoneration or limitation of liability under the Limitation of Liability Act in federal district court. This limitation action stays all outstanding Katrina lawsuits against Great Lakes, including the lawsuits mentioned above, pending resolution of Great Lakes' exoneration and limitation claims. Great Lakes believes it has meritorious claims to either exoneration from all liability or limitation of liability at not more than \$55,000, which is the value of the vessels which conducted the MRGO dredging work. These defenses include arguments for both statutory and constitutional immunity from liability for the Katrina Claims. On March 9, 2007, the District Court dismissed with prejudice the Reed claim and one mass tort claim against Great Lakes and those plaintiffs have filed an appeal to the U.S. Court of Appeals for the Fifth Circuit. Great

Lakes continues to prosecute its limitation of liability proceeding against all the plaintiffs in the District Court on similar grounds that lead to the dismissals in both claims. On April 20, 2007, the District Court set July 30, 2007 as the deadline by which all Katrina Claims against Great Lakes must be filed in the limitation of liability proceeding; any claims not filed by that time will be barred. In addition, Great Lakes maintains \$150,000 in insurance coverage for the Katrina Claims. Great Lakes does not believe it is reasonably possible that the Katrina Claims will have a material adverse impact on its financial condition or results of operations and cash flows.

## **12. Effects of recently issued accounting pronouncements**

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements*. SFAS 157 defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. This statement is effective for financial statements issued for fiscal years beginning after November 15, 2007. Great Lakes is currently evaluating the impact of adopting SFAS 157 on the consolidated financial statements.

In February 2007, the FASB issued SFAS 159 which expands the scope of what companies may carry at fair value. It is effective for financials statements issued after November 15, 2007. The Company is currently evaluating the impact of adopting SFAS 159 on the consolidated financial statements.

## **13. Subsequent Events**

In April 2007, Great Lakes announced it had entered into agreements to purchase two dredges. On April 10, 2007, Great Lakes entered into agreements to purchase from affiliates of C.F. Bean LLC ("Bean") the "Eagle I", a 6,400 cubic yard hopper dredge and the "Meridian", a hydraulic dredge, along with attendant plant, for an aggregate purchase price of \$52,500.

On April 13, 2007, Great Lakes assigned to Weeks Marine, Inc. its right to purchase the hydraulic dredge "Meridian" and its attendant plant. In turn, Great Lakes agreed to purchase from Weeks Marine the "Beachbuilder", a large hydraulic dredge, for \$11,800 and attendant plant for \$1,500. On April 25, 2007, the purchase of the Beachbuilder was completed and the vessel was renamed the "Ohio". The Company closed the Eagle I purchase on June 15, 2007 and renamed the vessel the "Terrapin Island".

On June 12, 2007, the Company entered into a new credit agreement (the "Credit Agreement") with LaSalle Bank National Association, as Swing Line Lender, Sole Lead Arranger and Administrative Agent, and the financial institutions party thereto as lenders. The new Credit Agreement, which refinanced and replaced the Company's former credit agreement, provides for a revolving credit facility of up to \$155.0 million in borrowings and includes sublimits for the issuance of letters of credit and swingline loans. The revolving credit facility matures on June 12, 2012. The revolving credit facility bears interest at rates selected at the option of Great Lakes, currently equal to LIBOR plus an applicable margin or the Base Rate plus an applicable margin. The applicable margins for LIBOR loans and Base Rate loans are currently 2.50% and 0.75%, respectively. Beginning on December 12, 2007, the applicable margins are subject to adjustment based upon the Company's ratio of total debt to

EBITDA (each as defined in the Credit Agreement). The Credit Agreement also requires the payment of a 0.50% non-use fee. The obligations of Great Lakes under the Credit Agreement are unconditionally guaranteed by its direct and indirect domestic subsidiaries. The obligations under the Credit Agreement are secured by a perfected first priority lien on certain equipment of Great Lakes' subsidiary, Great Lakes Dredge & Dock Company, LLC ("GLDD Company"); a perfected second priority lien on certain other equipment of GLDD Company, subject to a perfected first priority lien in favor of Great Lakes' bonding company; a perfected first priority lien on the inter-company receivables of Great Lakes and its direct and indirect domestic subsidiaries and having an equal priority to the liens of Great Lakes' bonding company; and a perfected second priority lien on the accounts receivable of Great Lakes and its direct and indirect subsidiaries that relate to bonded projects. The Credit Agreement contains various covenants and restrictions including (i) limitations on dividends to \$5 million per year, (ii) limitations on redemptions and repurchases of capital stock, (iii) limitations on the incurrence of indebtedness, liens, leases and investments, and (iv) maintenance of certain financial covenants. As of June 15, 2007, the Company had \$64.5 million of borrowings outstanding on the revolver, \$27.9 million letters of credit outstanding and \$62.6 million of availability on the facility.

On June 12, 2007, Great Lakes also entered into a fourth amendment to third amended and restated underwriting and continuing indemnity agreement (the "Fourth Amendment") with its bonding company. The Fourth Amendment provides, among other things, for new equipment collateral securing the obligations under the Company's bonding agreement and permits the Credit Agreement and related collateral securing the obligations under the Credit Agreement.

On June 14, 2007 the Company announced that it will redeem all of the issued and outstanding warrants to purchase the Company's common stock. Under the Warrant Agreement, the Company had the right to redeem outstanding warrants upon not less than 30 days' prior written notice of redemption to the registered holder of the warrants, provided that the last sales price of the common stock was at least \$8.50 per share for at least 20 trading days within any 30 trading day period ending on the third business day prior to the date on which the notice of redemption is given. Approximately 17.4 million warrants remained outstanding as of June 14, 2007, and will either be exercised for shares of common stock or will be redeemed by the Company at a price of \$.01 per warrant.

#### **14. Supplemental Unaudited condensed consolidating financial information**

Included in the Company's long-term debt is \$175,000 of 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes which will mature on December 15, 2013. The payment obligations of the Company under the senior subordinated notes are guaranteed by the Company's domestic subsidiaries (the "Subsidiary Guarantors"). Such guarantees are full, unconditional and joint and several. The following supplemental financial information sets forth, on a combined basis, the balance sheets, statements of operations and statements of cash flows for the Subsidiary Guarantors, the Company's non-guarantor subsidiary and for the Issuer ("GLD Corporation").



**Condensed Consolidating Balance Sheet**  
As of March 31, 2007

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Consolidated Eliminations	Totals
<b>ASSETS</b>					
Current assets:					
Cash and equivalents	\$ 281	\$ 5	\$ —	\$ —	\$ 286
Accounts receivable—net	107,010	—	—	—	107,010
Receivables from affiliates	7,786	2,821	4,540	(15,147)	—
Contract revenues in excess of billings	5,823	—	—	—	5,823
Inventories	26,647	—	—	—	26,647
Prepaid expenses and other current assets	16,553	—	9,039	—	25,592
<b>Total current assets</b>	<b>164,100</b>	<b>2,826</b>	<b>13,579</b>	<b>(15,147)</b>	<b>165,358</b>
PROPERTY AND EQUIPMENT—Net	237,450	—	—	—	237,450
GOODWILL	97,447	—	—	—	97,447
OTHER INTANGIBLE ASSETS—Net	1,203	—	—	—	1,203
INVESTMENTS IN SUBSIDIARIES	2,826	—	362,827	(365,653)	—
NOTES RECEIVABLE FROM AFFILIATES	—	—	22,702	(22,702)	—
INVENTORIES	13,389	—	—	—	13,389
INVESTMENTS IN JOINT VENTURES	10,008	—	—	—	10,008
OTHER ASSETS	2,645	—	6,942	—	9,587
<b>TOTAL</b>	<b>\$ 529,068</b>	<b>\$ 2,826</b>	<b>\$ 406,050</b>	<b>\$ (403,502)</b>	<b>\$ 534,442</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>					
Current liabilities:					
Accounts payable	\$ 59,283	\$ —	\$ 70	\$ —	\$ 59,353
Payables to affiliates	9,727	—	5,420	(15,147)	—
Accrued expenses	20,938	—	6,447	—	27,385
Billings in excess of contract revenues	23,636	—	—	—	23,636
Current portion of Long-Term Debt	1,950	—	—	—	1,950
<b>Total current liabilities</b>	<b>115,534</b>	<b>—</b>	<b>11,937</b>	<b>(15,147)</b>	<b>112,324</b>
LONG-TERM DEBT	15,112	—	178,000	—	193,112
NOTES PAYABLE TO AFFILIATES	22,702	—	—	(22,702)	—
DEFERRED INCOME TAXES	1,224	—	81,513	—	82,737
OTHER	9,874	—	2,570	—	12,444
<b>Total liabilities</b>	<b>164,446</b>	<b>—</b>	<b>274,020</b>	<b>(37,849)</b>	<b>400,617</b>
REDEEMABLE PREFERRED STOCK	—	—	—	—	—
MINORITY INTEREST	—	—	—	2,014	2,014
STOCKHOLDERS' EQUITY (DEFICIT)	364,622	2,826	132,030	(367,667)	131,811
<b>TOTAL</b>	<b>\$ 529,068</b>	<b>\$ 2,826</b>	<b>\$ 406,050</b>	<b>\$ (403,502)</b>	<b>\$ 534,442</b>

**Condensed Consolidating Balance Sheet**  
**December 31, 2006**

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>ASSETS</b>					
Current assets:					
Cash and equivalents	\$ 3,630	\$ 10	\$ —	\$ —	\$ 3,640
Accounts receivable—net	89,505	—	—	—	89,505
Receivables from affiliates	7,867	2,829	4,540	(15,236)	—
Contract revenues in excess of billings	9,561	—	—	—	9,561
Inventories	21,082	—	—	—	21,082
Prepaid expenses and other current assets	18,114	—	12,344	—	30,458
<b>Total current assets</b>	<b>149,759</b>	<b>2,839</b>	<b>16,884</b>	<b>(15,236)</b>	<b>154,246</b>
PROPERTY AND EQUIPMENT—Net	239,337	—	—	—	239,337
GOODWILL	98,747	—	—	—	98,747
OTHER INTANGIBLE ASSETS—Net	1,268	—	—	—	1,268
INVESTMENTS IN SUBSIDIARIES	2,839	—	359,294	(362,133)	—
NOTES RECEIVABLE FROM AFFILIATES	—	—	22,702	(22,702)	—
INVENTORIES	13,353	—	—	—	13,353
INVESTMENTS IN JOINT VENTURES	9,996	—	—	—	9,996
OTHER ASSETS	4,008	—	7,404	—	11,412
<b>TOTAL</b>	<b>\$ 519,307</b>	<b>\$ 2,839</b>	<b>\$ 406,284</b>	<b>\$ (400,071)</b>	<b>\$ 528,359</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>					
Current liabilities:					
Accounts payable	\$ 57,382	\$ —	\$ 444	\$ —	\$ 57,826
Payables to affiliates	8,687	—	6,549	(15,236)	—
Accrued expenses	23,432	—	6,760	—	30,192
Billings in excess of contract revenues	19,195	—	—	—	19,195
Current portion of Long-Term Debt	1,950	—	2,135	—	4,085
<b>Total current liabilities</b>	<b>110,646</b>	<b>—</b>	<b>15,888</b>	<b>(15,236)</b>	<b>111,298</b>
LONG-TERM DEBT	15,600	—	175,000	—	190,600
NOTES PAYABLE TO AFFILIATES	22,702	—	—	(22,702)	—
DEFERRED INCOME TAXES	1,225	—	83,600	—	84,825
OTHER	9,115	—	1,994	—	11,109
<b>Total liabilities</b>	<b>159,288</b>	<b>—</b>	<b>276,482</b>	<b>(37,938)</b>	<b>397,832</b>
REDEEMABLE PREFERRED STOCK	—	—	—	—	—
MINORITY INTEREST	—	—	—	2,005	2,005
STOCKHOLDERS' EQUITY (DEFICIT)	360,019	2,839	129,802	(364,138)	128,522
<b>TOTAL</b>	<b>\$ 519,307</b>	<b>\$ 2,839</b>	<b>\$ 406,284</b>	<b>\$ (400,071)</b>	<b>\$ 528,359</b>

**Condensed Consolidating Statement of Operations**  
**For the Three Months Ended March 31, 2007**

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
CONTRACT REVENUES	\$ 126,732	\$ —	\$ —	\$ —	\$ 126,732
COST OF CONTRACT REVENUES	(113,018)	—	—	—	(113,018)
<b>GROSS PROFIT</b>	<b>13,714</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>13,714</b>
<b>OPERATING EXPENSES</b>					
General and administrative expenses	(7,916)	(20)	(57)	—	(7,993)
Subpoena related expenses	(2)	—	—	—	(2)
Amortization of intangibles	(65)	—	—	—	(65)
Total operating income	5,732	(20)	(57)	—	5,654
INTEREST EXPENSE—Net	(1,016)	—	(3,245)	—	(4,261)
EQUITY IN EARNINGS (LOSS) OF SUBSIDIARIES	(13)	—	5,786	(5,773)	—
EQUITY IN EARNINGS OF JOINT VENTURE	262	—	—	—	262
MINORITY INTEREST	—	—	—	(9)	(9)
INCOME (LOSS) BEFORE INCOME TAXES	4,964	(20)	2,484	(5,782)	1,646
INCOME TAX (PROVISION) BENEFIT	883	7	(4,001)	2,429	(682)
<b>NET INCOME (LOSS)</b>	<b>\$ 5,848</b>	<b>\$ (13)</b>	<b>\$ (1,517)</b>	<b>\$ (3,353)</b>	<b>\$ 964</b>

**Condensed Consolidating Statement of Operations**  
**For the Three Months Ended March 31, 2006**

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
CONTRACT REVENUES	\$ 108,427	\$ —	\$ —	\$ —	\$ 108,427
COST OF CONTRACT REVENUES	(96,966)	—	150	—	(96,816)
<b>GROSS PROFIT</b>	<b>11,461</b>	<b>—</b>	<b>150</b>	<b>—</b>	<b>11,611</b>
<b>OPERATING EXPENSES</b>					
General and administrative expenses	(7,289)	(15)	(5)	—	(7,309)
Subpoena related expenses	(360)	—	—	(360)	(716)
Amortization of intangibles	(76)	—	—	—	(76)
Total operating income	3,736	(15)	145	—	3,866
INTEREST EXPENSE—Net	(1,065)	—	(5,136)	—	(6,201)
EQUITY IN EARNINGS (LOSS) OF SUBSIDIARIES	(14)	—	2,561	(2,547)	—
EQUITY IN EARNINGS OF JOINT VENTURE	117	—	—	—	117
MINORITY INTEREST	—	—	—	(38)	(38)
<b>INCOME (LOSS) BEFORE INCOME TAXES</b>	<b>2,774</b>	<b>(15)</b>	<b>(2,430)</b>	<b>(2,585)</b>	<b>(2,256)</b>
INCOME TAX (PROVISION) BENEFIT	(119)	1	(246)	1,086	722
<b>NET INCOME (LOSS)</b>	<b>\$ 2,655</b>	<b>\$ (14)</b>	<b>\$ (2,676)</b>	<b>\$ (1,499)</b>	<b>\$ (1,534)</b>

**Condensed Consolidating Statement of Cash Flows**  
**For the Three Months Ended March 31, 2007**

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>Operating Activities</b>					
Net cash flows from operating activities	\$ 8,611	\$ (13)	\$ (7,633)	\$ —	\$ 965
<b>Investing Activities</b>					
Purchases of property and equipment	(7,117)	—	—	—	(7,117)
Dispositions of property and equipment	49	—	—	—	49
Repayment from related party	1,703	—	—	—	1,703
Net cash flows from investing activities	(5,365)	—	—	—	(5,365)
<b>Financing Activities</b>					
Repayments of long-term debt	(2,623)	—	—	—	(2,623)
Borrowings under revolving loans, net of repayments	—	—	3,000	—	3,000
Net change in accounts with affiliates	(3,536)	8	3,528	—	—
Proceeds from issuance of new shares	—	—	1,105	—	1,105
Repayment of capital lease debt	(436)	—	—	—	(436)
Net cash flows from financing activities	(6,595)	8	7,633	—	1,046
Net change in cash and equivalents	(3,349)	(5)	—	—	(3,354)
Cash and equivalents at beginning of year	3,630	10	—	—	3,640
Cash and equivalents at end of year	\$ 281	\$ 5	\$ —	\$ —	\$ 286

**Condensed Consolidating Statement of Cash Flows**  
**For the Three Months Ended March 31, 2006**

	Guarantor Subsidiaries	Other Subsidiary	GLD Corporation	Eliminations	Consolidated Totals
<b>Operating Activities</b>					
Net cash flows from operating activities	\$ 8,051	\$ (14)	\$ (3,922)	\$ —	\$ 4,115
<b>Investing Activities</b>					
Purchases of property and equipment	(6,897)	—	—	—	(6,897)
Dispositions of property and equipment	564	—	—	—	564
Net cash flows from investing activities	(6,333)	—	—	—	(6,333)
<b>Financing Activities</b>					
Repayments of long-term debt	(488)	—	—	—	(488)
Borrowings of revolving loans, net of repayments	—	—	3,000	—	3,000
Net change in accounts with affiliates	2,216	14	(2,230)	—	—
Repayment of capital lease debt	(381)	—	—	—	(381)
Net cash flows from financing activities	1,347	14	770	—	2,131
Net change in cash and equivalents	3,065	—	(3,152)	—	(87)
Cash and equivalents at beginning of period	2,457	5	(1,861)	—	601
Cash and equivalents at end of period	\$ 5,522	\$ 5	\$ (5,013)	\$ —	\$ 514

**Amboy Aggregates (A Joint Venture) and Subsidiary**

**Report on Consolidated Financial Statements**

**Years Ended December 31, 2006, 2005 and 2004**

**AMBOY AGGREGATES (A JOINT VENTURE) AND SUBSIDIARY**

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**REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS**

To the Partners  
Amboy Aggregates

We have audited the accompanying consolidated balance sheets of Amboy Aggregates (A Joint Venture) and Subsidiary as of December 31, 2006 and 2005, and the related consolidated statements of income and partners' capital and cash flows for each of the three years in the period ended December 31, 2006. These consolidated financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Amboy Aggregates (A Joint Venture) and Subsidiary as of December 31, 2006 and 2005, and their results of operations and cash flows for each of the three years in the period ended December 31, 2006, in conformity with accounting principles generally accepted in the United States of America.

/s/ J.H. Cohn LLP

Roseland, New Jersey  
January 30, 2007

**AMBOY AGGREGATES (A JOINT VENTURE) AND SUBSIDIARY**

**CONSOLIDATED BALANCE SHEETS**

**DECEMBER 31, 2006 AND 2005**

	<u>2006</u>	<u>2005</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,330,484	\$ 291,195
Accounts receivable, net of allowance for doubtful accounts of \$288,269	4,892,772	4,819,547
Inventory	2,777,366	2,375,557
Prepaid expenses and other current assets	182,346	162,789
Due from affiliates		112,379
	<hr/>	<hr/>
Total current assets	9,182,968	7,761,467
Property, plant and equipment, net of accumulated depreciation	4,467,930	5,195,665
Investment in joint venture	3,911,215	3,451,615
Deposits	2,007,687	
Permits, net of accumulated amortization of \$119,493 and \$73,798	324,157	294,674
	<hr/>	<hr/>
Totals	\$ 19,893,957	\$ 16,703,421
	<hr/>	<hr/>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>		
Current liabilities:		
Accounts payable	\$ 1,593,819	\$ 1,220,111
Accrued expenses and other liabilities	233,834	271,483
Due general partners	1,520	3,096
Due affiliates	160,734	
	<hr/>	<hr/>
Total current liabilities	1,989,907	1,494,690
Commitments and contingencies		
Partners' capital	17,904,050	15,208,731
	<hr/>	<hr/>
Totals	\$ 19,893,957	\$ 16,703,421
	<hr/>	<hr/>

See Notes to Consolidated Financial Statements.

**AMBOY AGGREGATES (A JOINT VENTURE) AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF INCOME AND PARTNERS' CAPITAL**  
**YEARS ENDED DECEMBER 31, 2006, 2005 AND 2004**

	2006	2005	2004
Revenue—net sales	\$ 27,387,205	\$ 28,362,519	\$ 29,823,487
Costs and expenses:			
Cost of sales	23,118,759	22,753,086	24,056,131
Selling	197,312	218,351	202,722
General and administrative	1,270,963	1,836,329	1,562,289
Interest	20,822	14,596	31,307
Totals	24,607,856	24,822,362	25,852,449
Income from operations	2,779,349	3,540,157	3,971,038
Gain on sale of equipment	61,000		
Equity in income of joint venture	1,134,600	1,051,598	706,039
Interest income	20,370	6,153	
Net income	3,995,319	4,597,908	4,677,077
Partners' capital, beginning of year	15,208,731	13,985,823	13,008,746
Distributions	(1,300,000)	(3,375,000)	(3,700,000)
Partners' capital, end of year	\$ 17,904,050	\$ 15,208,731	\$ 13,985,823

See Notes to Consolidated Financial Statements.

**AMBOY AGGREGATES (A JOINT VENTURE) AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

**YEARS ENDED DECEMBER 31, 2006, 2005 AND 2004**

	2006	2005	2004
<b>Operating activities:</b>			
Net income	\$ 3,995,319	\$ 4,597,908	\$ 4,677,077
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	1,466,052	1,303,561	1,243,757
Amortization of permits	45,695	34,957	22,326
Gain on sale of equipment	(61,000)		
Equity in income of joint venture, net of dividends received of \$675,000, \$500,000 and \$1,060,000 in 2006, 2005 and 2004	(459,600)	(551,598)	353,961
Changes in operating assets and liabilities:			
Accounts receivable	(73,225)	168,777	(1,239,836)
Inventory	(401,809)	(900,632)	694,375
Prepaid expenses and other current assets	(19,557)	54,973	(24,696)
Due from general partners and affiliates	271,537	(188,106)	(151,589)
Accounts payable	373,708	154,579	(63,971)
Accrued expenses and other liabilities	(37,649)	(640,484)	400,048
<b>Net cash provided by operating activities</b>	<b>5,099,471</b>	<b>4,033,935</b>	<b>5,911,452</b>
<b>Investing activities:</b>			
Capital expenditures	(738,317)	(1,208,218)	(573,413)
Deposits	(2,007,687)		
Increase in permits	(75,178)	(101,045)	(99,900)
Proceeds from sale of equipment	61,000		
<b>Net cash used in investing activities</b>	<b>(2,760,182)</b>	<b>(1,309,263)</b>	<b>(673,313)</b>
<b>Financing activities:</b>			
Repayments of note payable—bank			(900,000)
Distributions	(1,300,000)	(3,375,000)	(3,700,000)
<b>Net cash used in financing activities</b>	<b>(1,300,000)</b>	<b>(3,375,000)</b>	<b>(4,600,000)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>1,039,289</b>	<b>(650,328)</b>	<b>638,139</b>
Cash and cash equivalents, beginning of year	291,195	941,523	303,384
<b>Cash and cash equivalents, end of year</b>	<b>\$ 1,330,484</b>	<b>\$ 291,195</b>	<b>\$ 941,523</b>
<b>Supplemental disclosure of cash flow data:</b>			
Interest paid	\$ 20,822	\$ 14,596	\$ 31,307

See Notes to Consolidated Financial Statements.

## AMBOY AGGREGATES (A JOINT VENTURE) AND SUBSIDIARY

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### Note 1—Organization and Business:

Amboy Aggregates ("Amboy") was established on January 1, 1989 as an equal Joint Venture between Great Lakes Dredge and Dock Company and Ralph Clayton and Sons Materials, L.P.

The Partnership operates principally in one business segment which is to dredge, process, transport and sell fine aggregate in the New York Metropolitan area.

#### Note 2—Summary of Significant Accounting Policies

##### Principles of Consolidation

During 2006, Amboy formed a wholly-owned subsidiary, Newport, LLC, for the purpose of acquiring and owning real property located in Newark, New Jersey. The consolidated financial statements included the accounts of Newport, LLC, from inception. All significant intercompany accounts and transactions have been eliminated in consolidation. Amboy Aggregates and Newport, LLC are collectively referred to as the Partnership.

##### Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

##### Cash Equivalents

The Partnership considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

##### Concentrations of Credit Risk

Financial instruments which potentially subject the Partnership to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Partnership maintains its cash and cash equivalents with high credit quality financial institutions. At times, the Partnership's cash and cash equivalents exceed the current insured amount under the Federal Deposit Insurance Corporation of \$100,000. At December 31, 2006, the Partnership had cash and cash equivalents with one bank that exceeded Federally insured limits in the amount of approximately \$1,459,000.

The Partnership generally extends credit to its customers, a significant portion of which are in the construction industry. During 2006, 2005 and 2004, approximately 54%, 70% and 79%, respectively, of the Partnership's net sales were derived from nonrelated major customers who accounted for approximately \$3,070,000 and \$4,011,000 of the accounts receivable balance at December 31, 2006 and 2005, respectively.

The Partnership closely monitors the extension of credit to its customers while maintaining allowances for potential credit losses. On a periodic basis, the Partnership evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit conditions. Management does not believe that significant credit risk exists at December 31, 2006.

## Inventory

Inventory is stated at the lower of cost, determined using the first-in, first-out (FIFO) method, or market.

## Property, Plant and Equipment

Property, plant and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets.

## Investment in Joint Venture

The investment is recorded on the equity method.

## Permits

Costs incurred in connection with obtaining permits to dredge the Partnership's products are amortized on the straight-line basis over the term of the related permits.

## Revenue Recognition

Sales are recognized when revenue is realized or becomes realizable and has been earned. In general, revenue is recognized when the earnings process is complete and collectibility assured which is usually upon shipment of the product. Amounts billed related to shipping and handling are included in revenue.

## Income Taxes

Income or loss of the Partnership is includible in the income tax returns of the partners in proportion to their respective interests. Accordingly, there is no provision for income taxes in the accompanying consolidated financial statements.

## Note 3—Inventory

Inventory consists of the following:

	2006	2005
Raw materials	\$ 1,227,487	\$ 780,860
Finished goods	1,440,672	1,493,317
Supplies	109,207	101,380
Totals	\$ 2,777,366	\$ 2,375,557

**Note 4—Property, Plant and Equipment**

Property, plant and equipment consists of the following:

	<b>Range of Estimated Useful Lives (Years)</b>	<b>2006</b>	<b>2005</b>
Land		<b>\$ 677,408</b>	<b>\$ 677,408</b>
Plant and equipment	3 to 15	<b>9,618,992</b>	8,992,476
Delivery equipment (Scows)	10 to 20	<b>8,611,978</b>	8,582,676
Dredging system	15 to 20	<b>14,542,109</b>	14,542,109
Office equipment and trailers	10	<b>244,601</b>	244,601
Automobiles and trucks	3 to 5	<b>201,943</b>	201,943
		<b>33,897,031</b>	33,241,213
Less accumulated depreciation		<b>29,429,101</b>	28,045,548
<b>Totals</b>		<b>\$ 4,467,930</b>	<b>\$ 5,195,665</b>

**Note 5—Deposits**

During November 2006, the Partnership has entered into a purchase option agreement for the purchase of real property in the City of Newark. The Partnership has six months from the effective date of the purchase option agreement to complete its due diligence unless extended. The total purchase price will be approximately \$24,000,000 of which the Partnership as of December 31, 2006 has advanced approximately \$2,000,000.

**Note 6—Investment in Joint Venture**

The Partnership has a 50% interest in a joint venture whose principal business activity is to process and sell fine aggregate and stone to additional markets in the New York Metropolitan area.

In 2006, 2005 and 2004, the joint venture distributed \$675,000, \$500,000, and \$1,000,000, respectively, to the other 50% member of the joint venture.

Summarized financial information of the joint venture as of December 31, 2006 and 2005 and for each of the three years in the period ended December 31, 2006 is as follows:

	2006	2005	2004
<b>Balance sheet data:</b>			
Assets:			
Current assets	\$ 8,278,090	\$ 8,391,997	
Property, plant and equipment	1,074,891	900,127	
Other	180,000	50,000	
<b>Total assets</b>	<b>\$ 9,532,981</b>	<b>\$ 9,342,124</b>	
Liabilities and members' equity:			
Liabilities—current liabilities	\$ 1,710,551	\$ 2,438,895	
Members' equity	7,822,430	6,903,229	
<b>Total liabilities and members' equity</b>	<b>\$ 9,532,981</b>	<b>\$ 9,342,124</b>	
<b>Income statement data:</b>			
Net sales	\$ 24,906,112	\$ 26,451,926	\$ 18,881,345
Costs and expenses	22,636,911	24,348,731	17,469,267
<b>Net income</b>	<b>\$ 2,269,201</b>	<b>\$ 2,103,195</b>	<b>\$ 1,412,078</b>

#### Note 7—Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consist of compensation of \$233,834 and \$271,483 at December 31, 2006 and 2005, respectively.

#### Note 8—Credit Facility

The Partnership has available a \$3,000,000 revolving credit facility, borrowings under which are secured by the Partnership's accounts receivable and inventory and bear interest at either the bank's base rate or the 60/90 day LIBOR plus 130 basis points and which expires on August 31, 2007. There is a stand-by fee of  $\frac{1}{2}\%$  per year on the unused portion of the revolving credit facility. The Partnership had no outstanding borrowings under the revolving credit facility at December 31, 2006 and 2005.

#### Note 9—Retirement Plans

##### Pension Plan

Employees covered by a union agreement are included in a multi-employer pension plan to which the Partnership makes contributions in accordance with the contractual union agreement. The Partnership made contributions of \$386,801, \$397,064 and \$326,821 during the years ended December 31, 2006, 2005 and 2004, respectively. Plan benefit and net asset data for the multi-employer pension plan for union employees are not available.



## 401(k) Plan

The Partnership maintains a retirement plan qualifying under Section 401(k) of the Internal Revenue Code which allows eligible employees to defer a portion of their income through contributions to the plan. Under the provisions of the plan, the Partnership makes contributions for the benefit of the employees, subject to certain limitations. The Partnership's contributions for the years ended December 31, 2006, 2005 and 2004 were \$92,579, \$87,888 and \$83,231, respectively.

## Note 10—Commitments and Contingencies

### License Agreement

The Partnership has a license agreement through January 2013 with the State of New Jersey which enables the Partnership to dredge in the Ambrose Channel for commercial sand. Under this agreement, the State of New Jersey receives a royalty fee based on the amount of material dredged that is currently \$.47 per cubic yard. Royalties charged to operations during the years ended December 31, 2006, 2005 and 2004 amounted to \$738,845, \$748,405 and \$1,012,891, respectively.

### Operating Leases

The Partnership leases property and equipment under operating leases which expire on various dates through July 2011. The equipment leases provide for purchase options at the end of the fifth and tenth year. Rent expense approximated \$484,000, \$436,000 and \$461,000 in 2006, 2005 and 2004, respectively. Future minimum lease payments under the operating leases in each of the five years subsequent to December 31, 2006 are as follows:

<b>Year Ending December 31,</b>	<b>Amount</b>
2007	\$ 462,499
2008	319,562
2009	283,951
2010	149,711
2011	29,249
Total	\$ 1,244,972

### Litigation

In 2005, the City of South Amboy adopted a resolution declaring the Partnership's property in need of redevelopment. The determination is currently on appeal before the courts and the ultimate outcome is not determinable.

Additionally, in the ordinary course of business, the Partnership is a party in various legal proceedings. In the opinion of management, resolution of these claims is not expected to have a material adverse impact on the financial position or results of operations of the Partnership.

**Note 11—Related Party Transactions**

During 2006, 2005 and 2004, the Partnership had sales to the joint venture and the other 50% member of the joint venture aggregating approximately \$907,000, \$1,230,000 and \$720,000, respectively. In addition, during 2006, 2005 and 2004, the Partnership purchased merchandise from the joint venture aggregating approximately \$1,631,000, \$2,858,000 and \$1,737,000, respectively. Amounts due to/from affiliates at December 31, 2006 and 2005 arose from these transactions.

During 2005, the Partnership purchased merchandise from one of its members for approximately \$42,000. Amounts due general partners arose from these transactions.

During 2004, the Partnership had sales to one of its members of \$49,000.

During 2006, 2005 and 2004, the Partnership paid rent to an entity whose related members are partners of the Partnership totaling \$180,000. The lease, which requires monthly payments of \$15,000, expires in February 2008.

# Great Lakes Dredge & Dock Corporation

## — Dredging Equipment —

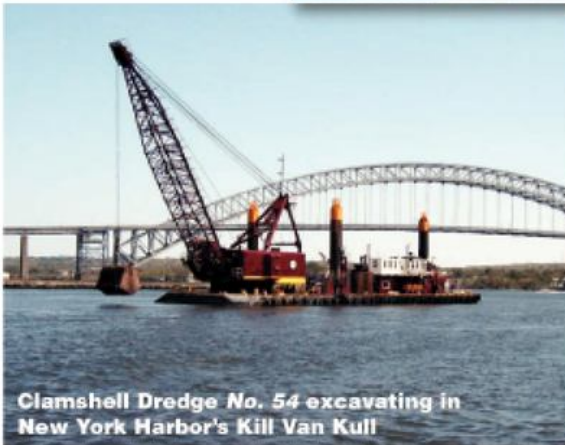
Trailing Suction Hopper Dredge *Liberty Island* en route to disposal area at Broward County Beach, Florida



Cutter Suction Dredge *Texas* excavates material in Miami Harbor



Backhoe Excavator Dredge *New York* digging rock in New York Harbor



Clamshell Dredge *No. 54* excavating in New York Harbor's Kill Van Kull



Drillboat *Apache* preparing to blast below El Morro Castle at San Juan, Puerto Rico



**PART II**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 13. Other Expenses of Issuance and Distribution**

The following is a statement of estimated expenses, to be paid solely by Great Lakes Dredge & Dock Corporation (the "Company"), of the issuance and distribution of the securities being registered hereby:

Securities and Exchange Commission registration fee	\$	3,545
NASD filing fee	\$	12,046
Printing expenses	\$	75,000
Accounting fees and expenses	\$	125,000
Legal fees and expenses	\$	250,000
Miscellaneous expenses	\$	16,500
		<hr/>
Total	\$	482,091
		<hr/>

**Item 14. Indemnification of Directors and Officers**

**Delaware General Corporation Law**

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person's conduct was unlawful. Section 145 of the DGCL further provides that a corporation similarly may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or such other court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

Section 145 of the DGCL also provides that a corporation has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability

asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

### **Certificate of Incorporation and By-Laws**

Our amended and restated certificate of incorporation and our by-laws provide for the indemnification of officers and directors to the fullest extent permitted by the DGCL.

### **Insurance**

Our directors and officers are covered under directors' and officers' liability insurance policies maintained by us against certain liabilities taken in their capacities as such, including liabilities under the Securities Act.

### **Item 15. Recent Sales of Unregistered Securities**

We have not sold any unregistered securities since our formation.

### **Item 16. Exhibits and Financial Statements Schedules**

- (a) Reference is made to the attached Exhibit Index, which is incorporated by reference herein.
- (b) All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission are not required under the related instructions, are inapplicable or not material, or the information called for thereby is otherwise included in the financial statements and has therefore been omitted.

### **Item 17. Undertakings**

The undersigned registrant hereby undertakes:

- (1) That for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oak Brook, State of Illinois on the 20th of July, 2007.

GREAT LAKES DREDGE & DOCK CORPORATION

By: /s/ DEBORAH A. WENSEL

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Deborah A. Wensel  
Senior Vice President,  
Chief Financial Officer

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Pursuant to the requirements of the Securities Act of 1933, this registration statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated:

<b>Signatures</b>	<b>Capacity</b>	<b>Date</b>
<hr/> * <hr/> Douglas B. Mackie	President, Chief Executive Officer and Director (Principal Executive Officer)	July 20, 2007
<hr/> /s/ DEBORAH A. WENSEL <hr/> Deborah A. Wensel	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	July 20, 2007
<hr/> * <hr/> Thomas S. Souleles	Director	July 20, 2007
<hr/> * <hr/> Douglas S. Grissom	Director	July 20, 2007
<hr/> * <hr/> Nathan D. Leight	Director	July 20, 2007
<hr/> * <hr/> Jason G. Weiss	Director	July 20, 2007
<hr/> * <hr/> Jonathan W. Berger	Director	July 20, 2007
<hr/> * <hr/> Peter R. Deutsch	Director	July 20, 2007
<hr/> * <hr/> Bruce J. Biemeck	Director	July 20, 2007
<hr/> *By: /s/ DEBORAH A. WENSEL <hr/> Deborah A. Wensel <i>as Attorney-in-fact</i>		

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## I. EXHIBIT INDEX

Number	Document Description
1.1	Form of Underwriting Agreement.*
2.1	Amended and Restated Agreement and Plan of Merger dated as of December 22, 2003, among Great Lakes Dredge & Dock Corporation, GLDD Acquisitions Corp., GLDD Merger Sub, Inc. and Vectura Holding Company LLC.(1)
2.2	Agreement and Plan of Merger by and among GLDD Acquisitions Corp., Aldabra Acquisition Corporation, and certain shareholders of Aldabra Acquisition Corporation and GLDD Acquisitions Corp., dated as of June 20, 2006.(16)
2.3	Agreement and Plan of Merger, dated as of August 21, 2006, among Great Lakes Dredge & Dock Holdings Corp., Aldabra Acquisition Corporation, and GLH Merger Sub, L.L.C.(17)
3.1	Amended and Restated Certificate of Incorporation of Great Lakes Dredge & Dock Holdings Corp., effective December 26, 2006 (now renamed Great Lakes Dredge & Dock Corporation).(22)
3.2	Amended and Restated Bylaws of Great Lakes Dredge & Dock Holdings Corp., effective December 26, 2006 (now renamed Great Lakes Dredge & Dock Corporation).(22)
3.3	Certificate of Ownership and Merger of Great Lakes Dredge & Dock Corporation with and into Great Lakes Dredge & Dock Holdings Corp. (23)
3.4	Letter from Madison Dearborn Capital Partners IV, L.P. to Great Lakes Dredge & Dock Corporation designating directors pursuant to the Registrant's certificate of incorporation to have four votes in each matter submitted to directors of the Registrant.(23)
4.1	Indenture, dated as of December 22, 2003, by and among GLDD Merger Sub, Inc. and BNY Midwest Trust Company, as trustee.(1)
4.2	Supplemental Indenture, dated as of December 22, 2003, by and among Great Lakes Dredge & Dock Corporation, the guarantors party thereto and BNY Midwest Trust Company, as trustee.(1)
4.3	Amendment to Indenture, dated as of January 30, 2004, by and among Great Lakes Dredge & Dock Corporation, and BNY Midwest Trust Company, as trustee.(4)
4.4	Supplemental Indenture, dated as of February 27, 2004, by and among Great Lakes Dredge & Dock Corporation, the guarantors party thereto and BNY Midwest Trust Company, as trustee.(4)
4.5	Second Supplemental Indenture, dated as of July 12, 2004, by and among Great Lakes Dredge & Dock Corporation, and BNY Midwest Trust Company, as trustee.(8)
4.6	Third Supplemental Indenture, dated as of December 2, 2005, by and among Great Lakes Dredge & Dock Corporation, and BNY Midwest Trust Company, as trustee.(9)
4.7	Fourth Supplemental Indenture, dated December 26, 2006, by and among Great Lakes Dredge & Dock Holdings Corp. (now known as Great Lakes Dredge & Dock Corporation), Great Lakes Dredge & Dock Corporation, the guarantors named therein and BNY Midwest Trust Company, as Trustee.(23)
4.8	Form of 7 <sup>3</sup> / <sub>4</sub> % Senior Subordinated Note due 2013.(6)
4.9	Form of Guarantee for 7 <sup>3</sup> / <sub>4</sub> % Senior Subordinated Note due 2013.(6)
4.10	Specimen Common Stock Certificate for Great Lakes Dredge & Dock Corporation.(25)
4.11	Form of Warrant Agreement between Continental Stock Transfer & Trust Company and Aldabra Acquisition Corporation.(2)

- 4.12 Warrant Clarification Agreement, dated September 12, 2006, between the Company and Continental Stock Transfer & Trust Company.(19)
- 4.13 Specimen Warrant Certificate for Great Lakes Dredge & Dock Corporation.(25)
- 5.1 Opinion of Kirkland & Ellis LLP as to the validity of the securities being offered hereby.\*
- 10.1 Credit Agreement, dated as of December 22, 2003, among GLDD Acquisitions Corp., Great Lakes Dredge & Dock Corporation, the other loan parties from time to time party thereto, the financial institutions from time to time party thereto, Lehman Brother, Inc. and Credit Suisse First Boston, acting through its Cayman Islands Branch, as Joint Advisors, Joint Lead Arrangers and Joint Book Runners, and Bank of America, N.A., as an issuer of the Letters of Credit, and as representative for the lenders.(1)
- 10.2 Amendment No. 1 to Credit Agreement, dated as of September 30, 2004, by and among Great Lakes Dredge & Dock Corporation, GLDD Acquisitions Corp., the other loan parties from time to time party thereto, the financial institutions from time to time party thereto, and Bank of America, N.A., as issuer of the Letters of Credit and as representative of the Lenders.(3)
- 10.3 Amendment No. 2 to Credit Agreement, dated as of June 13, 2005, by and among Great Lakes Dredge & Dock Corporation, GLDD Acquisitions Corp., the other loan parties from time to time party thereto, the financial institutions from time to time party thereto, and Bank of America, N.A., as issuer of the Letters of Credit and as representative of the Lenders.(12)
- 10.4 Amendment No. 3 to Credit Agreement, dated as of November 14, 2005, by and among Great Lakes Dredge & Dock Corporation, GLDD Acquisitions Corp., the other loan parties from time to time party thereto, the financial institutions from time to time party thereto, and Bank of America, N.A., as issuer of the Letters of Credit and as representative of the Lenders.(14)
- 10.5 Amendment No. 4 to Credit Agreement, dated as of March 22, 2006, by and among Great Lakes Dredge & Dock Corporation, GLDD Acquisitions Corp., the other loan parties from time to time party thereto, the financial institutions from time to time party thereto, and Bank of America, N.A., as issuer of the Letters of Credit and as representative of the Lenders.(15)
- 10.6 Amendment No. 5 to Credit Agreement, dated as of August 28, 2006, by and among Great Lakes Dredge & Dock Corporation, GLDD Acquisitions Corp., the other loan parties from time to time party thereto, the financial institutions from time to time party thereto, and Bank of America, N.A., as issuer of the Letters of Credit and as representative of the Lenders.(18)
- 10.7 Credit Agreement, dated as of December 17, 2003, by and between Great Lakes Dredge & Dock Company and General Electric Capital Corporation.(1)
- 10.8 First Amendment to Credit Agreement and Guaranty, dated as of September 30, 2004, by and among Great Lakes Dredge & Dock Company, Great Lakes Dredge & Dock Corporation and General Electric Capital Corporation.(3)
- 10.9 Second Amendment to Credit Agreement dated as of July 6, 2005, by and among Great Lakes Dredge & Dock Company, as Borrower, Great Lakes Dredge and Dock Corporation, as Guarantor, and General Electric Capital Corporation, as Lender.(10)
- 10.10 Third Amendment to Credit Agreement dated as of August 1, 2005, by and among Great Lakes Dredge & Dock Company, as Borrower, Great Lakes Dredge & Dock Corporation as Guarantor and General Electric Capital Corporation, as Lender.(11)
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- 10.11 Fourth Amendment to Credit Agreement and Guaranty, dated as of September 28, 2006, by and among Great Lakes Dredge & Dock Company, Great Lakes Dredge & Dock Corporation and General Electric Capital Corporation.(21)
- 10.12 Credit Agreement, dated as of June 12, 2007, among Great Lakes Dredge & Dock Corporation, the other loan parties from time to time party thereto, the financial institutions from time to time party thereto and LaSalle Bank National Association, as Swing Line Lender, Sole Lead Arranger and Administrative Agent.(28)
- 10.13 Third Amended and Restated Underwriting and Continuing Indemnity Agreement, dated as of December 22, 2003, among Great Lakes Dredge & Dock Corporation, certain of its subsidiaries, Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America.(1)
- 10.14 First Amendment to Third Amended and Restated Underwriting and Continuing Indemnity Agreement, dated as of September 30, 2004, by and among Great Lakes Dredge & Dock Corporation, certain of its subsidiaries, Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America.(3)
- 10.15 Second Amendment to Third Amended and Restated Underwriting and Continuing Indemnity Agreement, dated as of November 14, 2005, by and among the Great Lakes Dredge & Dock Corporation, the subsidiaries of Great Lakes Dredge & Dock Company, Travelers Casualty and Surety Company, United Pacific Insurance Company, Reliance National Insurance Company, Reliance Surety Company and Travelers Casualty and Surety Company of America.(14)
- 10.16 Third Amendment to Third Amended and Restated Underwriting and Continuing Indemnity Agreement dated as of September 28, 2006, by and among Great Lakes Dredge & Dock Corporation, certain of its subsidiaries, Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America.(21)
- 10.17 Fourth Amendment to Third Amended and Restated Underwriting and Continuing Indemnity Agreement dated as of June 12, 2007, by and among Great Lakes Dredge & Dock Corporation, certain of its subsidiaries, Travelers Casualty and Surety Company of America.(28)
- 10.18 Waiver letter from Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America, dated April 21, 2005. (13)
- 10.19 Waiver letter from Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America, dated June 13, 2005. (12)
- 10.20 Waiver letter from Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America, dated September 19, 2006.(20)
- 10.21 International Letter of Credit Agreement, dated September 29, 2006, by and among Great Lakes Dredge & Dock Corporation and Wells Fargo HSBC Trade Bank.(21)
- 10.22 First Amendment to International Letter of Credit Agreement, dated July 16, 2007, by and among Great Lakes Dredge & Dock Corporation and Wells Fargo HSBC Trade Bank.(29)
- 10.23 Reaffirmation Agreement, dated as of December 26, 2006, by and between Great Lakes Dredge & Dock Corporation (formerly named Great Lakes Dredge & Dock Holdings Corp.) and Bank of America, N.A., as Administrative Agent.(23)
- 10.24 Assumption Agreement, dated as of December 26, 2006, by and between Great Lakes Dredge & Dock Corporation (formerly named Great Lakes Dredge & Dock Holdings Corp.) and General Electric Capital Corporation.(23)
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10.25	Reaffirmation, Ratification and Assumption Agreement dated December 26, 2006, by and between Great Lakes Dredge & Dock Corporation (formerly named Great Lakes Dredge & Dock Holdings Corp.) and Wells Fargo HSBC Trade Bank, N.A.(23)
10.26	Amended and Restated Management Equity Agreement dated December 26, 2006 by and among Aldabra Acquisition Corporation, Great Lakes Dredge & Dock Holdings Corp. and each of the other persons identified on the signature pages thereto.†(23)
10.27	Employment Agreement between the Company and Douglas B. Mackie.†(5)
10.28	Employment Agreement between the Company and Richard Lowry.†(5)
10.29	Employment Agreement between the Company and Deborah A. Wensel.†(5)
10.30	Summary of Oral Employment Agreements with Named Executive Officers.†(25)
10.31	Annual Cash Bonus Plan.†(25)
10.32	401(k) Savings Plan.†(7)
10.33	401(k) Lost Benefit Plan.†(24)
10.34	Secured Promissory Note dated December 31, 2006 executed by MJC Berry Enterprises, LLC, in favor of North American Site Developers, Inc.(24)
10.35	Lease Agreement between North American Site Developers, Inc. and MJC Berry Enterprises, LLC, dated as of December 31, 2006.(24)
10.36	Form of Stock Escrow Agreement between Aldabra Acquisition Corporation, Continental Stock Transfer & Trust Company and the Initial Stockholders.(2)
10.37	Form of Investor Rights Agreement among Aldabra Acquisition Corporation, Great Lakes Dredge & Dock Holdings Corp., Madison Dearborn Capital Partners IV, L.P., certain stockholders of Aldabra Acquisition Corporation and certain stockholders of GLDD Acquisitions Corp.(22)
10.38	Asset Purchase Agreement between Bean Meridian L.L.C. and Great Lakes Dredge & Dock Company, LLC dated April 10, 2007.(26)
10.39	Asset Purchase Agreement between Bean Dredging L.L.C. and Great Lakes Dredge & Dock Company, LLC dated April 10, 2007.(26)
10.40	Purchase Agreement between Weeks-Marine, Inc. and Great Lakes Dredge & Dock Company, LLC dated April 13, 2007.(27)
21.1	Subsidiaries of Great Lakes Dredge & Dock Corporation.(27)
23.1	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).
23.2	Consent of Deloitte & Touche LLP.*
23.3	Consent of J.H. Cohn LLP.*
24.1	Powers of Attorney (included on the signature page hereto).

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- (1) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Current Report on Form 8-K filed with the Commission on January 6, 2004. (Commission file no. 333-64687)
  - (2) Incorporated by reference to the Aldabra Acquisition Corporation's Registration Statement on Form S-1 (Commission file no. 333-121610)
  - (3) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on October 5, 2004.
  - (4) Incorporated by reference Form S-4 Registration Statement of the Company (File No. 333-64687) filed with the Commission on March 31, 2004.
  - (5) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on July 2, 2007.
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- (6) Included as part of Exhibit 4.1 to this Annual Report on Form 10-K.
  - (7) Incorporated by reference to the Company's Annual Report on Form 10-K filed with the Commission on March 30, 2005.
  - (8) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 12, 2005.
  - (9) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on December 8, 2005.
  - (10) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on July 8, 2005.
  - (11) Incorporated by reference to the Company's Current Report on Form 10-Q filed with the Commission on August 10, 2005.
  - (12) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on June 14, 2005.
  - (13) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on April 26, 2005.
  - (14) Incorporated by reference to the Company's Current Report on Form 8-K filed with the Commission on November 17, 2005.
  - (15) Incorporated by reference to the Company's Form 10-K filed with the Commission on March 28, 2006.
  - (16) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-K filed with the Commission on June 22, 2006 (Commission file no. 333-64687).
  - (17) Incorporated by reference to Great Lakes Dredge & Dock Holding Corp.'s Registration Statement on Form S-4 filed with the Commission on August 24, 2006 (Commission file no. 333-136861-01).
  - (18) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-K filed with the Commission August 31, 2006 (Commission file no. 333-64687).
  - (19) Incorporated by reference to the Aldabra Acquisition Corporation's Report on Form 8-K filed with the Commission on September 15, 2006.
  - (20) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-K filed with the Commission on September 19, 2006 (Commission file no. 333-64687).
  - (21) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-K filed with the Commission on October 4, 2006 (Commission file no. 333-64687).
  - (22) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-A filed with the Commission on December 26, 2006 (Commission file no. 333-136861-01).
  - (23) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-K filed with the Commission on December 29, 2006 (Commission file no. 01-33225).
  - (24) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 8-K filed with the Commission on February 20, 2007 (Commission file no. 01-33225).
  - (25) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Form 10-K filed with the Commission on March 22, 2007 (Commission file no. 01-33225).
  - (26) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Current Report on Form 8-K filed with the Commission on April 10, 2007.
  - (27) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Current Report on Form 8-K filed with the Commission on April 16, 2007.
  - (28) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Current Report on Form 8-K filed with the Commission on June 15, 2007.
  - (29) Incorporated by reference to Great Lakes Dredge & Dock Corporation's Current Report on Form 8-K filed with the Commission on July 19, 2007.
  - \* Filed herewith
  - † Compensatory plan or arrangement.
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**Great Lakes Dredge & Dock Corporation**

Common Stock  
**UNDERWRITING AGREEMENT**  
dated [ ], 2007

**Banc of America Securities LLC**  
**Lehman Brothers Inc.**

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## Underwriting Agreement

[Date], 2007

BANC OF AMERICA SECURITIES LLC  
LEHMAN BROTHERS INC.

As Representatives of the several Underwriters  
c/o BANC OF AMERICA SECURITIES LLC

9 West 57<sup>th</sup> Street  
New York, NY 10019  
and

c/o LEHMAN BROTHERS INC.  
745 Seventh Avenue  
New York, NY 10019

Ladies and Gentlemen:

*Introductory.* The stockholders of Great Lakes Dredge & Dock Corporation, a Delaware corporation (the "Company"), named in Schedule B are collectively referred to in this Agreement as the "Selling Stockholders." Certain of the Selling Stockholders severally propose to sell to the underwriters named in Schedule A (the "Underwriters") an aggregate of 11,600,000 shares (the "Firm Shares") of Common Stock, par value \$0.0001 per share (the "Common Stock"), of the Company, with each Selling Stockholder selling up to the amount set forth opposite such Selling Stockholder's name in Schedule B. In addition, certain of the Selling Stockholders have severally granted to the Underwriters an option to purchase up to an additional 1,740,000 shares (the "Optional Shares") of Common Stock, as provided in Section 2, with each Selling Stockholder selling up to the amount set forth opposite such Selling Stockholder's name in Schedule B. The Firm Shares and, if and to the extent such option is exercised, the Optional Shares are collectively called the "Shares." Banc of America Securities LLC and Lehman Brothers Inc. have agreed to act as representatives of the several Underwriters (in such capacity, the "Representatives") in connection with the offering and sale of the Shares. The terms Representatives and Underwriters shall mean either the singular or plural as the context requires.

The Company and each of the Selling Stockholders hereby confirm their respective agreements with the Underwriters as follows:

Section 1. Representations and Warranties of the Company.

A. The Company hereby represents and warrants to, and covenants with, each Underwriter as follows:

(a) The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (File No. 333-143888), which contains a form of prospectus to be used in connection with the public offering and sale of the Shares. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, in the form in which it was declared effective by the Commission under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "Securities Act"), including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430A under the Securities Act, is called the "Registration Statement". Any registration statement filed by the Company pursuant to Rule 462(b) under the Securities Act is called the "Rule 462(b) Registration Statement", and from and after the date and time of filing of the Rule 462(b) Registration Statement the term "Registration Statement" shall include the Rule 462(b) Registration Statement. Any preliminary prospectus included in the Registration Statement is hereinafter called a "preliminary prospectus." The term "Prospectus" shall mean the final prospectus relating to the Shares that is first filed pursuant to Rule 424(b) under the Securities Act after the date and time that this Agreement is executed and delivered by the parties hereto (the "Execution Time") or, if no filing pursuant to Rule 424(b) under the Securities Act is required, shall mean the form of final prospectus relating to the Shares included in the Registration Statement at the effective date. All references in this Agreement to

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the Registration Statement, the Rule 462(b) Registration Statement, a preliminary prospectus, the Prospectus, or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("EDGAR").

(b) *Compliance with Registration Requirements.* The Registration Statement has been declared effective by the Commission under the Securities Act. The Company has complied with all requests of the Commission for additional or supplemental information. No stop order suspending the effectiveness of the Registration Statement is in effect, the Commission has not issued any order or notice preventing or suspending the use of the Registration Statement, any preliminary prospectus or the Prospectus and no proceedings for such purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by the Commission.

Each preliminary prospectus and the Prospectus when filed complied in all material respects with the Securities Act. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective and at the date hereof, complied and will comply in all material respects with the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The Prospectus, as amended or supplemented, as of its date, at the date hereof, at the time of any filing pursuant to Rule 424(b) under the Securities Act, at the Closing Date (as defined herein) and at any Subsequent Closing Date (as defined herein), did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences do not apply to statements in or omissions from the Registration Statement or any post-effective amendment thereto, or the Prospectus, or any amendments or supplements thereto, based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8 hereof. There is no contract or other document required to be described in the Prospectus or to be filed as an exhibit to the Registration Statement that has not been described or filed as required.

(c) *Disclosure Package.* The term "Disclosure Package" shall mean (i) the preliminary prospectus, if any, as amended or supplemented and (ii) a schedule indicating the number of Shares being sold and the price at which the Shares will be sold to the public. As of :00 [a/p].m. (New York time) on the date of execution and delivery of this Agreement (the "Applicable Time"), the Disclosure Package did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8 hereof.

(d) *Accuracy of Statements in Prospectus.* The statements in the Prospectus under the heading "Business—Government Regulations," insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(e) *Distribution of Offering Material By the Company.* The Company has not distributed and will not distribute, prior to the later of the last Subsequent Closing Date (as defined below) and the completion of the Underwriters' distribution of the Shares, any offering material in connection with the offering and sale of the Shares other than a preliminary prospectus, the Prospectus or the Registration Statement.

(f) *The Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

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(g) *No Applicable Registration or Other Similar Rights.* There are no persons with registration or other similar rights to have any equity or debt securities registered for sale under the Registration Statement or included in the offering contemplated by this Agreement, except for such rights as have been duly waived.

(h) *No Material Adverse Change.* Except as otherwise disclosed in the Disclosure Package and the Prospectus, subsequent to the respective dates as of which information is given in the Disclosure Package: (i) there has been no material adverse change, or any development that would reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, business, properties, operations or prospects of the Company and its subsidiaries, considered as one entity (any such change is called a "Material Adverse Change"); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, nor entered into any material transaction or agreement; and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, any of its subsidiaries on any class of capital stock or repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(i) *Independent Accountants.* Deloitte & Touche LLP and J.H. Cohn LLP, who have expressed their respective opinions with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) filed with the Commission as a part of the Registration Statement and included in the Disclosure Package and the Prospectus, are independent public accountants with respect to the Company as required by the Securities Act and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Exchange Act").

(j) *Preparation of the Financial Statements.* The financial statements filed with the Commission as a part of the Registration Statement and included in the Disclosure Package and the Prospectus present fairly the consolidated financial position of the Company and its subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements comply as to form with the applicable accounting requirements of the Securities Act and have been prepared in conformity with generally accepted accounting principles as applied in the United States ("GAAP") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. No other financial statements or supporting schedules are required to be included in the Registration Statement. The financial data set forth in the preliminary prospectus and the Prospectus under the captions "Prospectus Summary—Summary Historical Consolidated Financial Data" and "Selected Historical Consolidated Financial Data" fairly present the information set forth therein on a basis consistent with that of the audited financial statements contained in the Registration Statement.

(k) *Pro Forma Financial Statements.* The pro forma condensed consolidated financial statements of the Company and its subsidiaries and the related notes thereto included under the caption "Unaudited Pro Forma Condensed Consolidated Statement of Operations" present fairly the information contained therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly presented on the basis described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

(l) *Incorporation and Good Standing of the Company and its Subsidiaries.* Each of the Company and its subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and has corporate power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and, in the case of the Company, to enter into and perform its obligations under this Agreement. Each of the Company and each subsidiary is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would

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not, individually or in the aggregate, result in a material adverse effect, on the condition, financial or otherwise, or on the earnings, business, properties, operations or prospects of the Company and its subsidiaries, considered as one entity (a "Material Adverse Effect"). All of the issued and outstanding shares of capital stock of each subsidiary have been duly authorized and validly issued, are fully paid and nonassessable and are owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2006.

(m) *Capitalization and Other Capital Stock Matters.* The authorized, issued and outstanding capital stock of the Company is as set forth in the Disclosure Package and the Prospectus under the caption "Capitalization" (other than for subsequent issuances, if any, upon exercise of outstanding warrants described in the Disclosure Package and the Prospectus). The Common Stock (including the Shares) conforms in all material respects to the description thereof contained in the Disclosure Package and the Prospectus. All of the issued and outstanding shares of Common Stock (including the shares of Common Stock owned by Selling Stockholders) have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with federal and state securities laws. None of the outstanding shares of Common Stock were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any of its subsidiaries other than the warrants accurately described in the Disclosure Package and the Prospectus.

(n) *Listing.* The Shares are listed on The Nasdaq Global Market.

(o) *Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.* Neither the Company nor any of its subsidiaries is (i) in violation or in default (or, with the giving of notice or lapse of time, would be in default) ("Default") under its charter or by-laws, (ii) in Default under any indenture, mortgage, loan or credit agreement, deed of trust, note, contract, franchise, lease or other agreement, obligation, condition, covenant or instrument to which the Company or such subsidiary is a party or by which it may be bound or to which any of the property or assets of the Company or any of its subsidiaries is subject (each, an "Existing Instrument") or (iii) in violation of any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except with respect to clauses (ii) and (iii) only, for such Defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company's execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby (i) have been duly authorized by all necessary corporate action and will not result in any Default under the charter or by-laws of the Company or any subsidiary, (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, and (iii) will not result in any violation of any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of its or their properties. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required for the Company's execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby, by the Disclosure Package and by the Prospectus, except such as have been obtained or made by the Company and are in full force and effect under the Securities Act, applicable state securities or blue sky laws and from the NASD, Inc. (the "NASD"). As used herein, a "Debt Repayment Triggering Event" means any event or condition which gives, or with the giving of notice or

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lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(p) *No Material Actions or Proceedings.* Except as otherwise disclosed in the Disclosure Package and the Prospectus, there are no legal or governmental actions, suits or proceedings pending or, to the best of the Company's knowledge, threatened (i) against or affecting the Company or any of its subsidiaries or (ii) which has as the subject thereof any property owned or leased by, or, to the knowledge of the Company, any officer or director of, the Company or any of its subsidiaries which would reasonably be expected to have a Material Adverse Effect or adversely affect the consummation of the transactions contemplated by this Agreement.

(q) *Labor Matters.* No labor problem or dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, that would reasonably be expected to have a Material Adverse Effect.

(r) *Intellectual Property Rights.* Except as otherwise disclosed in the Disclosure Package and the Prospectus, the Company and its subsidiaries own, possess, license or have other rights to use, on reasonable terms, all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property (collectively, the "Intellectual Property") necessary for the conduct of the Company's business. Except as set forth in the Disclosure Package and the Prospectus, (a) no party has been granted an exclusive license to use any portion of such Intellectual Property owned by the Company; (b) to the Company's knowledge, there is no material infringement by third parties of any such Intellectual Property owned by or exclusively licensed to the Company; (c) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any material Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (d) to the Company's knowledge, there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; and (e) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company's business as now conducted infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim, except in each case as would not reasonably be expected to have a Material Adverse Effect.

(s) *All Necessary Permits, etc.* The Company and each subsidiary possess such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, and neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

(t) *Title to Properties.* Except as otherwise disclosed in the Disclosure Package and Prospectus, the Company and each of its subsidiaries has good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 1(A)(j) above (or elsewhere in the Disclosure Package and the Prospectus), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except such as do not materially and adversely affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by the Company or such subsidiary. The real property, improvements, equipment and personal property held under lease by the Company or any subsidiary are held under valid and enforceable leases, with such exceptions as are not material and do not

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materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary.

(u) *Tax Law Compliance.* The Company and its subsidiaries have filed all necessary federal, state, local and foreign income and franchise tax returns in a timely manner and have paid when due all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any taxes, assessments, fines or penalties as may be being contested in good faith and by appropriate proceedings. The Company has made appropriate provisions in the applicable financial statements referred to in Section 1(A)(j) above in respect of all federal, state, local and foreign income and franchise taxes for all current or prior periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined to the extent required by GAAP.

(v) *Company Not an "Investment Company".* The Company is not, and at the Closing Date and any Subsequent Closing Date will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(w) *Insurance.* The Company and its subsidiaries are insured by recognized, financially sound and reputable institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses. All policies of insurance and fidelity or surety bonds insuring the Company or any of its subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its subsidiaries are in compliance with the terms of such policies and instruments; there are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and neither the Company nor any such subsidiary has been refused any insurance coverage sought or applied for, except, in the case of each of the foregoing clauses, as would not reasonably be expected to have a Material Adverse Effect. The Company has no reason to believe that it or any subsidiary will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to have a Material Adverse Effect.

(x) *No Restrictions on Dividends.* No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in or contemplated by the Disclosure Package and the Prospectus.

(y) *No Price Stabilization or Manipulation.* The Company has not taken and will not take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Shares. The Company acknowledges that the Underwriters may engage in passive market making transactions in the Shares on The Nasdaq Global Market in accordance with Regulation M under the Exchange Act.

(z) *Related Party Transactions.* There are no business relationships or related-party transactions involving the Company or any subsidiary or any other person required to be described in the preliminary prospectus or the Prospectus that have not been described as required.

(aa) *Internal Controls and Procedures.* The Company maintains (i) effective internal control over financial reporting as defined in Rule 13a-15 under the Exchange Act, as amended, and (ii) a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's

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general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(bb) *No Material Weakness in Internal Controls.* Except as disclosed in the Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(cc) *Disclosure Controls.* The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15 under the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 under the Exchange Act.

(dd) *Stock Options.* The Company has no outstanding stock options.

(ee) *No Unlawful Contributions or Other Payments.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and the Company, its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(ff) *No Conflict with Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(gg) *No Conflict with OFAC Laws.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(hh) *Compliance with Environmental Laws.* Except as otherwise disclosed in the Disclosure Package and the Prospectus, (i) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign law, regulation, order, permit or other requirement relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants,

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contaminants, wastes, toxic substances, hazardous substances, petroleum and petroleum products (collectively, "Materials of Environmental Concern"), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern (collectively, "Environmental Laws"), which violation includes, but is not limited to, noncompliance with any permits or other governmental authorizations required for the operation of the business of the Company or its subsidiaries under applicable Environmental Laws, or noncompliance with the terms and conditions thereof, nor has the Company or any of its subsidiaries received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries is in violation of any Environmental Law, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (ii) there is no claim, action or cause of action filed with a court or governmental authority, no investigation with respect to which the Company has received written notice, and no written notice by any person or entity alleging potential liability for investigatory costs, cleanup costs, governmental responses costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties arising out of, based on or resulting from the presence, or release into the environment, of any Material of Environmental Concern at any location owned, leased or operated by the Company or any of its subsidiaries, now or in the past (collectively, "Environmental Claims"), pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries or any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (iii) to the Company's knowledge, there are no past, present or anticipated future actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Material of Environmental Concern, that would reasonably be expected to result in a violation of any Environmental Law, require expenditures to be incurred pursuant to Environmental Law, or form the basis of a potential Environmental Claim against the Company or any of its subsidiaries or against any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iv) neither the Company nor any of its subsidiaries is subject to any pending or, to the Company's knowledge, threatened proceeding under Environmental Law to which a governmental authority is a party and which would reasonably be expected to have a Material Adverse Effect.

(ii) *ERISA Compliance.* None of the following events has occurred or exists: (i) a failure to fulfill the obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder with respect to a Plan, determined without regard to any waiver of such obligations or extension of any amortization period; (ii) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other federal or state governmental agency or any foreign regulatory agency with respect to the employment or compensation of employees by the Company or any of its subsidiaries; (iii) any breach of any contractual obligation, or any violation of law or applicable qualification standards, with respect to the employment or compensation of employees by the Company or any of its subsidiaries, except with respect to each of clauses (i) through (iii) as would not reasonably be expected to have a Material Adverse Effect. For purposes of this paragraph, the term "Plan" means a plan (within the meaning of Section 3(3) of ERISA) subject to Title IV of ERISA with respect to which the Company or any of its subsidiaries may have any liability.

(jj) *No Outstanding Loans or Other Indebtedness.* There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of the members of any of them, except as disclosed in the Disclosure Package and the Prospectus.

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(kk) *Sarbanes-Oxley Compliance.* There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(ll) *Statistical and Market Related Data.* Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in the Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

Any certificate signed by an officer of the Company and delivered to the Representatives or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Company to each Underwriter as to the matters set forth therein.

B. *Representations and Warranties of the Selling Stockholders.* Each Selling Stockholder represents, warrants and covenants to each Underwriter as follows:

(a) *The Underwriting Agreement.* This Agreement has been duly authorized (with respect to Selling Stockholders that are not natural persons), executed and delivered by or on behalf of such Selling Stockholder.

(b) *The Custody Agreement and Power of Attorney.* Certificates in negotiable form representing all of the Shares to be sold by such Selling Stockholder hereunder have been placed in custody under a Custody Agreement, in the form heretofore furnished to you (the "Custody Agreement"), duly executed and delivered by such Selling Stockholder to Continental Stock Transfer & Trust Company, as custodian (the "Custodian"), and such Selling Stockholder has duly executed and delivered a Power of Attorney, in the form heretofore furnished to you (the "Power of Attorney"), appointing the persons indicated in Schedule II hereto, and each of them, as such Selling Stockholder's attorneys-in-fact (the "Attorneys-in-Fact") with authority to execute and deliver this Agreement on behalf of such Selling Stockholder, to determine the purchase price to be paid by the Underwriters to the Selling Stockholders as provided in Section 2 hereof, to authorize the delivery of the Shares to be sold by such Selling Stockholder hereunder and otherwise to act on behalf of such Selling Stockholder in connection with the transactions contemplated by this Agreement and the Custody Agreement. Each of the (i) Custody Agreement signed by such Selling Stockholder and the Custodian, relating to the deposit of the Shares to be sold by such Selling Stockholder and (ii) the Power of Attorney of such Selling Stockholder has been duly authorized, executed and delivered by such Selling Stockholder.

(c) *Obligations of the Selling Stockholder.* The Shares represented by the certificates held in custody for such Selling Stockholder under the Custody Agreement are subject to the interests of the Underwriters hereunder; the arrangements made by such Selling Stockholder for such custody, and the appointment by such Selling Stockholder of the Attorneys-in-Fact by the Power of Attorney, are to that extent irrevocable; the obligations of the Selling Stockholders hereunder shall not be terminated by operation of law, whether by the death or incapacity of any individual Selling Stockholder or, in the case of an estate or trust, by the death or incapacity of any executor or trustee or the termination of such estate or trust, or in the case of a partnership or corporation, by the dissolution of such partnership or corporation, or by the occurrence of any other event; if any individual Selling Stockholder or any such executor or trustee should die or become incapacitated, or if any such estate or trust should be terminated, or if any such partnership or corporation should be dissolved, or if any other such event should occur, before the delivery of the Shares hereunder, certificates representing the Shares shall be delivered by or on behalf of the Selling Stockholders in accordance with the terms and conditions of this Agreement and of the Custody Agreements; and actions taken by the Attorneys-in-Fact pursuant to the Powers of Attorney shall be as valid as if such death, incapacity, termination, dissolution or other event had not occurred, regardless of whether or not the Custodian, the Attorneys-in-Fact, or any of them, shall have received notice of such death, incapacity, termination, dissolution or other event.

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(d) *Title to Shares to be Sold.* Such Selling Stockholder is, on the Closing Date and on any Subsequent Closing Date, the record and beneficial owner of, and has good and valid title to, the Shares free and clear of all liens, encumbrances, equities or claims and has duly indorsed such Shares in blank, and assuming that the Underwriters acquire their interest in the Shares they have purchased without notice of any adverse claim (within the meaning of Section 8-105 of the UCC), such Underwriters that have purchased Shares delivered on the date hereof to DTC by making payment therefor, as provided herein, and that have had such Shares credited to the securities account or accounts of such Underwriters maintained with DTC will have acquired a security entitlement (within the meaning of Section 8-102(a)(17) of the UCC) to such Shares purchased by such Underwriters, and no action based on an adverse claim, may be asserted against such Underwriters with respect to such Shares.

(e) *All Authorizations Obtained.* Such Selling Stockholder has the legal right and power, and all authorizations and approvals required by law and under its charter or by-laws, partnership agreement, trust agreement or other organizational documents (with respect to each Selling Stockholder that is not a natural person) to enter into this Agreement and its Custody Agreement and Power of Attorney, to sell, transfer and deliver all of the Shares which may be sold by such Selling Stockholder pursuant to this Agreement and to comply with its other obligations hereunder and thereunder.

(f) *Delivery of the Shares to be Sold.* Delivery of the Shares which are sold by such Selling Stockholder pursuant to this Agreement will pass good and valid title to such Shares, free and clear of any security interest, mortgage, pledge, lien, encumbrance or other claim.

(g) *Non-Contravention; No Further Authorizations or Approvals Required.* The execution and delivery by such Selling Stockholder of, and the performance by such Selling Stockholder of its obligations under, this Agreement, the Custody Agreement and the Power of Attorney (i) will not result in any Default under, or require the consent of any other party to, the charter or by-laws, partnership agreement, trust agreement or other organizational documents of such Selling Stockholder, (ii) will not conflict with or constitute a breach of, or Default under, any other agreement or instrument to which such Selling Stockholder is a party or by which it is bound or under which it is entitled to any right or benefit and (iii) will not result in any violation of any statute, law, regulation, order or decree applicable to such Selling Stockholder of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over such Selling Stockholder or its properties. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental authority or agency, is required for the consummation by such Selling Stockholder of the transactions contemplated in this Agreement, except such as have been obtained or made and are in full force and effect under the Securities Act, applicable state securities or blue sky laws and from the NASD.

(h) *No Registration or Other Similar Rights.* Such Selling Stockholder does not have any registration or other similar rights to have any equity or debt securities registered for sale by the Company under the Registration Statement or included in the offering contemplated by this Agreement, except for such rights as are described in the Prospectus under "Shares Eligible for Future Sale".

(i) *No Further Consents, etc.* Except for the (i) exercise by such Selling Stockholder of certain registration rights pursuant to the Investor Rights Agreement (the "Investor Rights Agreement") dated as of December 26, 2006 (which registration rights have been duly exercised pursuant thereto), (ii) consent by Madison Dearborn Capital Partners IV, L.P., which consent has been obtained, to the respective number of Shares to be sold by all of the Selling Stockholders pursuant to this Agreement and (iii) waiver by certain other holders of Common Stock of certain registration rights pursuant to such Investor Rights Agreement, which waivers have been obtained, no consent, approval or waiver is required under any instrument or agreement to which such Selling Stockholder is a party or by which it is bound or under which it is entitled to any right or benefit, in connection with the offering, sale or purchase by the Underwriters of any of the Shares which may be sold by such Selling Stockholder

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under this Agreement or the consummation by such Selling Stockholder of any of the other transactions contemplated hereby.

(j) *Disclosure Made by Such Selling Stockholder in the Prospectus.* All information furnished by or on behalf of such Selling Stockholder in writing expressly for use in the Registration Statement or the Prospectus or any amendment or supplement thereto used by the Company or any Underwriter, as the case may be, is, as of the Applicable Time, and on the Closing Date and any Subsequent Closing Date will be, true, correct and complete in all material respects, and as of the Applicable Time does not, and on the Closing Date and any Subsequent Closing Date will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make such information not misleading. In addition, such Selling Stockholder confirms as accurate the number of shares of Common Stock set forth opposite such Selling Stockholder's name in the preliminary prospectus and the Prospectus under the caption "Principal and Selling Stockholders" (both prior to and after giving effect to the sale of the Shares).

(k) *No Inside Information.* Such Selling Stockholder is not prompted to sell shares of Common Stock by any information concerning the Company which is not set forth in the Registration Statement and the Disclosure Package.

(l) *No Price Stabilization or Manipulation.* Such Selling Stockholder has not taken and will not take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(m) *No Free Writing Prospectuses.* Such Selling Stockholder represents that it has not prepared or had prepared on its behalf or used or referred to, any "free writing prospectus," as defined in Rule 405 under the Securities Act ("Free Writing Prospectus"), and represents that it has not distributed any written materials in connection with the offer or sale of the Securities.

Any certificate signed by or on behalf of any Selling Stockholder and delivered to the Representatives or to counsel for the Underwriters shall be deemed to be a representation and warranty by such Selling Stockholder to each Underwriter as to the matters covered thereby.

## Section 2. *Purchase, Sale and Delivery of the Shares.*

(a) *The Firm Shares.* The Selling Stockholders agree to sell to the several Underwriters the Firm Shares upon the terms set forth herein, with each Selling Stockholder selling the number of Firm Shares set forth opposite such Selling Stockholder's name on Schedule B. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Selling Stockholders the respective number of Firm Shares set forth opposite their names on Schedule A. The purchase price per Firm Common Share to be paid by the several Underwriters to the Selling Stockholders shall be \$[ ] per share.

(b) *The Closing Date.* Delivery of certificates for the Firm Shares to be purchased by the Underwriters and payment therefor shall be made at the offices of Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois 60603 (or such other place as may be agreed to by the Company and the Representatives) at 9:00 a.m. New York time, on [fourth business day after pricing], or such other time and date not later than 1:30 p.m. New York time, on [tenth date after anticipated closing date], as the Representatives shall designate by notice to the Company (the time and date of such closing are called the "Closing Date").

(c) *The Optional Shares; the Subsequent Closing Date.* In addition, on the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Selling Stockholders hereby grant an option to the several Underwriters to purchase, severally and not jointly, up to the respective number of Optional Shares set forth opposite their names on Schedule B at the purchase price per share to be paid by the Underwriters for the Firm Shares. The option granted hereunder may be exercised at any time and from time to time

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upon notice by the Representatives to the Selling Stockholders (with a copy to the Company), which notice may be given at any time within 30 days from the date of this Agreement. Such notice shall set forth (i) the aggregate number of Optional Shares as to which the Underwriters are exercising the option, (ii) the names and denominations in which the certificates for the Optional Shares are to be registered and (iii) the time, date and place at which such certificates will be delivered (which time and date may be simultaneous with, but not earlier than, the Closing Date; and in such case the term "Closing Date" shall refer to the time and date of delivery of certificates for the Firm Shares and the Optional Shares). Each time and date of delivery, if subsequent to the Closing Date, is called a "Subsequent Closing Date" and shall be determined by the Representatives and shall not be earlier than three nor later than five full business days after delivery of such notice of exercise. If any Optional Shares are to be purchased, (a) each Underwriter agrees, severally and not jointly, to purchase the number of Optional Shares (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Optional Shares to be purchased as the number of Firm Shares set forth on Schedule A opposite the name of such Underwriter bears to the total number of Firm Shares and (b) each Selling Stockholder agrees, severally and not jointly, to sell the number of Optional Shares (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Optional Shares to be sold as the number of Optional Shares set forth in Schedule B opposite the name of such Selling Stockholder bears to the total number of Optional Shares.

(d) *Public Offering of the Shares.* The Representatives hereby advise the Company and the Selling Stockholders that the Underwriters intend to offer for sale to the public, as described in the Prospectus, their respective portions of the Shares as soon after this Agreement has been executed and the Registration Statement has been declared effective as the Representatives, in their sole judgment, have determined is advisable and practicable.

(e) *Payment for the Shares.* Payment for the Shares shall be made at the Closing Date (and, if applicable, at any Subsequent Closing Date) by wire transfer of immediately available funds to the order of the Custodian.

It is understood that the Representatives have been authorized, for their own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Firm Shares and any Optional Shares the Underwriters have agreed to purchase. Either of the Representatives, individually and not as the Representative of the Underwriters, may (but shall not be obligated to) make payment for any Shares to be purchased by any Underwriter whose funds shall not have been received by the Representatives by the Closing Date or any Subsequent Closing Date, as the case may be, for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

Each Selling Stockholder hereby agrees that (i) it will pay all stock transfer taxes, stamp duties and other similar taxes, if any, payable upon the sale or delivery of the Shares to be sold by such Selling Stockholder to the several Underwriters, or otherwise in connection with the performance of such Selling Stockholder's obligations hereunder and (ii) the Custodian is authorized to deduct for such payment any such amounts from the proceeds to such Selling Stockholder hereunder and to hold such amounts for the account of such Selling Stockholder with the Custodian under the Custody Agreement.

(f) *Delivery of the Shares.* Delivery of the Firm Shares and the Optional Shares shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

(g) *Delivery of Prospectus to the Underwriters.* (g) *Delivery of Prospectus to the Underwriters.* Not later than 3:00 p.m. on the first business day in New York City following the date of this Agreement, the Company shall deliver or cause to be delivered, copies of the Prospectus in such quantities and at such places as the Representatives shall request.

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Section 3. *Covenants.*

A. *Covenants of the Company.* The Company covenants and agrees with each Underwriter as follows:

(a) *Representatives' Review of Proposed Amendments and Supplements.* During the period beginning on the Applicable Time and ending on the later of the Closing Date or such date, as in the opinion of counsel for the Underwriters, the Prospectus is no longer required by law to be delivered in connection with sales by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act (the "Prospectus Delivery Period"), prior to amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus, subject to Section 3(A)(e), the Company shall furnish to the Representatives for review a copy of each such proposed amendment or supplement, and the Company shall not file or use any such proposed amendment or supplement to which the Representatives reasonably object.

(b) *Securities Act Compliance.* After the date of this Agreement, the Company shall promptly advise the Representatives in writing (i) when the Registration Statement, if not effective at the Execution Time, shall have become effective, (ii) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (iii) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any preliminary prospectus or the Prospectus, (iv) of the time and date that any post-effective amendment to the Registration Statement becomes effective and (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order or notice preventing or suspending the use of the Registration Statement, any preliminary prospectus or the Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the Common Stock from any securities exchange upon which it is listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. The Company shall use its best efforts to prevent the issuance of any such stop order or notice of prevention or suspension of such use. If the Commission shall enter any such stop order or issue any such notice at any time, the Company will use its best efforts to obtain the lifting or reversal of such order or notice at the earliest possible moment, or, subject to Section 3(A)(a), will file an amendment to the Registration Statement or will file a new registration statement and use its best efforts to have such amendment or new registration statement declared effective as soon as practicable. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b) and 430A, as applicable, under the Securities Act, including with respect to the timely filing of documents thereunder, and will use its reasonable efforts to confirm that any filings made by the Company under such Rule 424(b) under the Securities Act were received in a timely manner by the Commission.

(c) *Exchange Act Compliance.* During the Prospectus Delivery Period, the Company will file all documents required to be filed with the Commission pursuant to Section 13, 14 or 15 of the Exchange Act in the manner and within the time periods required by the Exchange Act.

(d) *Amendments and Supplements to the Registration Statement, Disclosure Package and Prospectus and Other Securities Act Matters.* If, during the Prospectus Delivery Period, any event or development shall occur or condition exist as a result of which the Disclosure Package or the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if it shall be necessary to amend or supplement the Disclosure Package or the Prospectus in order to make the statements therein, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if in the reasonable opinion of the Representatives it is otherwise necessary or advisable to amend or supplement the Registration Statement, the Disclosure Package or the Prospectus, or to file a new registration statement containing the Prospectus, in order to comply with law, including in connection with the delivery of the Prospectus, the Company agrees to (i) notify the Representatives of any such event or condition and (ii) promptly prepare (subject to Section 3(A)(a) and 3(A)(e) hereof), file with the Commission (and use its best efforts to have any amendment to the

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Registration Statement or any new registration statement to be declared effective) and furnish at its own expense to the Underwriters and to dealers, amendments or supplements to the Registration Statement, the Disclosure Package or the Prospectus, or any new registration statement, necessary in order to make the statements in the Disclosure Package or the Prospectus as so amended or supplemented, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading or so that the Registration Statement, the Disclosure Package or the Prospectus, as amended or supplemented, will comply with law.

(e) *Free Writing Prospectuses.* The Company represents that it has not made, and agrees that, unless it obtains the prior written consent of the Representatives, it will not make, any offer relating to the Shares that constitutes or would constitute an "issuer free writing prospectus," as defined in Rule 433 under the Securities Act ("Issuer Free Writing Prospectus") or that otherwise constitutes or would constitute a Free Writing Prospectus or a portion thereof required to be filed by the Company with the Commission or retained by the Company under Rule 433 under the Securities Act.

(f) *Copies of any Amendments and Supplements to the Prospectus.* The Company agrees to furnish the Representatives, without charge, during the Prospectus Delivery Period, as many copies of the Prospectus and any amendments and supplements thereto and the Disclosure Package as the Representatives may request.

(g) *Copies of the Registration Statement and the Prospectus.* The Company will furnish to the Representatives and counsel for the Underwriters signed copies of the Registration Statement (including exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of each preliminary prospectus, the Prospectus and any supplement thereto and the Disclosure Package as the Representatives may reasonably request.

(h) *Blue Sky Compliance.* The Company shall cooperate with the Representatives and counsel for the Underwriters to qualify or register the Shares for sale under (or obtain exemptions from the application of) the state securities or blue sky laws or Canadian provincial Securities laws of those jurisdictions designated by the Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Shares. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation, other than those arising out of the offering or sale of the Shares in any jurisdiction where it is not now so subject. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Shares for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its best efforts to obtain the withdrawal thereof at the earliest possible moment.

(i) *Transfer Agent.* The Company shall maintain, at its expense, a registrar and transfer agent for the Common Stock.

(j) *Earnings Statement.* As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement (which need not be audited) covering the twelve-month period ending [September 30, 2008] that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act.

(k) *Periodic Reporting Obligations.* During the Prospectus Delivery Period the Company shall file, on a timely basis, with the Commission and the Nasdaq Stock Market, Inc. all reports and documents required to be filed under the Exchange Act.

(l) *Agreement Not to Offer or Sell Additional Shares.* During the period commencing on the date hereof and ending on the 90th day following the date of the Prospectus, the Company will not, without the prior written consent of the Representatives (which consent may be withheld at the sole discretion of the Representatives), directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open "put equivalent position" or liquidate or decrease a "call equivalent"

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position" within the meaning of Rule 16a-1(h) under the Exchange Act, or otherwise dispose of or transfer (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition of), or announce the offering of, or file any registration statement under the Securities Act (other than registration statements on Form S-8) in respect of, any shares of Common Stock, options or warrants to acquire shares of the Common Stock or securities exchangeable or exercisable for or convertible into shares of Common Stock (other than as contemplated by this Agreement with respect to the Shares); provided, however, that the Company may issue shares of its Common Stock or options to purchase its Common Stock, or Common Stock upon exercise of options, pursuant to any stock option, stock bonus or other stock plan or arrangement, but only if the holders of such shares, options, or shares issued upon exercise of such options, agree in writing not to sell, offer, dispose of or otherwise transfer any such shares or options during such 90-day period without the prior written consent of the Representatives (which consent may be withheld at the sole discretion of the Representatives). The Company will not amend or waive any of the holdback provisions of the Investor Rights Agreement without the prior written consent of the Representatives (which consent may be withheld at the sole discretion of the Representatives).

(m) *Compliance with Sarbanes-Oxley Act.* The Company will comply with all applicable securities and other laws, rules and regulations, including, without limitation, the Sarbanes-Oxley Act, and use its best efforts to cause the Company's directors and officers, in their capacities as such, to comply with such laws, rules and regulations, including, without limitation, the provisions of the Sarbanes-Oxley Act.

(n) *Future Reports to Stockholders.* To make available to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail.

(o) *Future Reports to the Representatives.* To the extent not available on EDGAR, during the period of two years hereafter the Company will furnish to the Representatives (i) as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of income, stockholders' equity and cash flows for the year then ended and the opinion thereon of the Company's independent public or certified public accountants; (ii) as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other report filed by the Company with the Commission or the NASD; and (iii) as soon as available, copies of any report or communication of the Company mailed generally to holders of its capital stock.

(p) *No Manipulation of Price.* The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Shares.

(q) *Existing Lock-Up Agreement.* The Company will use reasonable efforts to enforce all existing agreements between the Company and any of its security holders that prohibit the sale, transfer, assignment, pledge or hypothecation of any of the Company's securities in connection with the offering contemplated hereby. In addition, the Company will direct the transfer agent to place stop transfer restrictions upon any such securities of the Company that are bound by such existing "lock-up" agreements for the duration of the periods contemplated in such agreements.

B. *Covenants of the Selling Stockholders.* Each Selling Stockholder further covenants and agrees with each Underwriter:

(a) *Agreement Not to Offer or Sell Additional Shares.* Such Selling Stockholder will not, without the prior written consent of the Representatives (which consent may be withheld in its sole discretion),

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directly or indirectly, sell, offer, contract or grant any option to sell (including without limitation any short sale), pledge, transfer, establish an open "put equivalent position" or liquidate or decrease a "call equivalent position" within the meaning of Rule 16a-1(h) under the Exchange Act, or otherwise dispose of or transfer (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition of) any shares of Common Stock, options or warrants to acquire shares of Common Stock, or securities exchangeable or exercisable for or convertible into shares of Common Stock currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under Securities Exchange Act of 1934, as amended) by the undersigned, or publicly announce the undersigned's intention to do any of the foregoing, for a period commencing on the date hereof and continuing through the close of trading on the date 90 days after the date of the Prospectus. The foregoing restriction shall not apply to (i) Shares to be sold by such Selling Stockholder hereunder, (ii) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the offering, (iii) transfers of shares of Common Stock or any security convertible, exchangeable for or exercisable into Common Stock as a bona fide gift or gifts or as a result of the operation of law or testate or intestate succession; or (iv) transfers to a trust, partnership, limited liability company or other entity, the beneficial interests of which are held by the transferor; provided, in the case of clauses (iii) and (iv), (A) such transferee agrees to be bound by the same terms as the transferor under this Section 3B(a), (B) no filing by any party (donor, donee, transferor or transferee) under the Exchange Act shall be required or shall be voluntarily made in connection with such transfer or distribution (other than a filing on a Form 5, Schedule 13D or Schedule 13G (or 13D/A or 13G/A) made after the expiration of the 90-day period referred to above), (C) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any public announcement of the transfer or disposition, and (D) the transferee notifies the Representatives at least two business days prior to the proposed transfer or disposition. In addition, such Selling Stockholder agrees that, without the prior written consent of the Representatives, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right or publicly announce the intention with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

(b) *Delivery of Forms W-8 and W-9.* To deliver to the Representatives prior to the Closing Date a properly completed and executed United States Treasury Department Form W-8 (if the Selling Stockholder is a non-United States person) or Form W-9 (if the Selling Stockholder is a United States Person).

(c) *Notification of Material Changes.* During the Prospectus Delivery Period, such Selling Stockholder will advise the Representatives promptly, and if requested by the Representatives, will confirm such advice in writing, of any change in information in the Registration Statement, the Prospectus or any amendment or supplement thereto relating to such Selling Stockholder.

(d) *No Free Writing Prospectuses.* Such Selling Stockholder agrees that it will not prepare or have prepared on its behalf or use or refer to, any Free Writing Prospectus, and agrees that it will not distribute any written materials in connection with the offer or sale of the Securities.

The Representatives, on behalf of the several Underwriters, may, in their sole discretion, jointly waive in writing the performance by the Company or any Selling Stockholder of any one or more of the foregoing covenants or extend the time for their performance.

**Section 4. *Payment of Expenses.*** The Company agrees to pay all costs, fees and expenses (other than underwriting discounts and commissions) incurred in connection with the performance of their obligations hereunder and in connection with the offering contemplated hereby, including without limitation (i) all expenses incident to the issuance and delivery of the Shares (including all printing and engraving costs), (ii) all fees and expenses of the registrar and transfer agent of the Common Stock, (iii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Shares to the Underwriters, (iv) all fees and expenses of the Company's counsel, independent public or

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certified public accountants and other advisors, (v) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each preliminary prospectus and the Prospectus, and all amendments and supplements thereto, any Canadian wrapper and this Agreement, (vi) all filing fees, attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Shares for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by the Representatives, preparing and printing a "Blue Sky Survey" or memorandum, and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions, (vii) the filing fees incident to, and the reasonable fees and expenses of counsel for the Underwriters in connection with, the NASD's review and approval of the Underwriters' participation in the offering and distribution of the Shares, (viii) all transportation and other expenses incurred in connection with the Company's attendance at presentations to prospective purchasers of the Shares, except that the Company and the Underwriters will each pay 50% of the cost of privately chartered airplanes used for such purposes and (ix) all other fees, costs and expenses referred to in Item 13 of Part II of the Registration Statement. Except as provided in this Section 4, Section 6, Section 8 and Section 9 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel.

The Selling Stockholders further agree with each Underwriter to pay (directly or by reimbursement) all fees and expenses incident to the performance of their obligations under this Agreement which are not otherwise specifically provided for herein, including but not limited to (i) fees and expenses of counsel and other advisors for such Selling Stockholders, (ii) fees and expenses of the Custodian and (iii) expenses and taxes incident to the sale and delivery of the Shares to be sold by such Selling Stockholders to the Underwriters hereunder (which taxes, if any, may be deducted by the Custodian under the provisions of Section 2 of this Agreement).

This Section 4 shall not affect or modify any separate, valid agreement relating to the allocation of payment of expenses between the Company, on the one hand, and the Selling Stockholders, on the other hand.

Section 5. *Conditions of the Obligations of the Underwriters.* The obligations of the several Underwriters to purchase and pay for the Shares as provided herein on the Closing Date and, with respect to the Optional Shares, any Subsequent Closing Date, shall be subject to the accuracy of the representations and warranties on the part of the Company and the Selling Stockholders set forth in Sections 1(A) and 1(B), respectively, hereof as of the date hereof and as of the Closing Date as though then made and, with respect to the Optional Shares, as of any Subsequent Closing Date as though then made, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the timely performance by the Company and the Selling Stockholders of their respective covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Accountants' Comfort Letter.* On the date hereof, the Representatives shall have received from each of Deloitte & Touche LLP and J.H. Cohn LLP, independent public accountants for the Company, letters dated the date hereof addressed to the Underwriters, the forms of which are attached as Exhibit A.

(b) *Compliance with Registration Requirements; No Stop Order; No Objection from NASD.* For the period from and after effectiveness of this Agreement and prior to the Closing Date and, with respect to the Optional Shares, any Subsequent Closing Date:

(i) the Company shall have filed the Prospectus with the Commission (including the information required by Rule 430A under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act; or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such Rule 430A under the Securities Act, and such post-effective amendment shall have become effective;

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(ii) all material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time periods prescribed for such filings under such Rule 433 under the Securities Act;

(iii) no stop order suspending the effectiveness of the Registration Statement, or any post-effective amendment to the Registration Statement, shall be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission; and

(iv) the NASD shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements.

(c) *No Material Adverse Change or Ratings Agency Change.* For the period from and after the date of this Agreement and prior to the Closing Date and, with respect to the Optional Shares, any Subsequent Closing Date:

(i) in the judgment of the Representatives there shall not have occurred any Material Adverse Change;

(ii) there shall not have been any change or decrease specified in the letter or letters referred to in paragraph (a) of this Section 5 which is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Shares as contemplated by the Registration Statement and the Prospectus; and

(iii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.

(d) *Opinion of Counsel for the Company.* On the Closing Date and any Subsequent Closing Date, the Representatives shall have received the favorable opinion of Kirkland & Ellis LLP, counsel for the Company, dated as of such Closing Date or Subsequent Closing Date, the form of which is attached as Exhibit B.

(e) *Opinion of Counsel for the Underwriters.* On the Closing Date and any Subsequent Closing Date, the Representatives shall have received the favorable opinion of Sidley Austin LLP, counsel for the Underwriters, dated as of such Closing Date or Subsequent Closing Date, in form and substance satisfactory to, and addressed to, the Representatives, with respect to the issuance and sale of the Shares, the Registration Statement, the Prospectus (together with any supplement thereto), the Disclosure Package and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(f) *Officers' Certificate.* On the Closing Date and any Subsequent Closing Date, the Representatives shall have received a written certificate executed by the Chief Executive Officer and the Chief Financial Officer of the Company, in their capacities as such, dated as of such Closing Date or Subsequent Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus and any amendment or supplement thereto and this Agreement, to the effect set forth in subsections (b) and (c)(iii) of this Section 5, and further to the effect that:

(i) for the period from and after the date of this Agreement and prior to such Closing Date or Subsequent Closing Date, there has not occurred any Material Adverse Change;

(ii) the representations, warranties and covenants of the Company set forth in Section 1(A) of this Agreement are true and correct on and as of such Closing Date or Subsequent Closing Date with the same force and effect as though expressly made on and as of such Closing Date or Subsequent Closing Date; and

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(iii) the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such Closing Date or Subsequent Closing Date.

(g) *Bring-down Comfort Letter.* On the Closing Date and any Subsequent Closing Date, the Representatives shall have received from each of Deloitte & Touche LLP and J.H. Cohn LLP, independent public accountants for the Company, letters dated such date, in form and substance satisfactory to the Representatives, to the effect that they reaffirm the statements made in their respective letters furnished by them pursuant to subsection (a) of this Section 5, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to such Closing Date or Subsequent Closing Date.

(h) *Opinion of Counsel for the Selling Stockholders.* On the Closing Date and any Subsequent Closing Date, the Representatives shall have received the favorable opinion of Kirkland & Ellis LLP, counsel for the Selling Stockholders, dated as of such Closing Date or Subsequent Closing Date, the form of which is attached as Exhibit C.

(i) *Selling Stockholders' Certificate.* On the Closing Date and any Subsequent Closing Date, the Representatives shall receive a written certificate executed by the Attorney-in-Fact of each Selling Stockholder, dated as of such Closing Date or Subsequent Closing Date, to the effect that:

(i) the signer of such certificate have carefully examined the Registration Statement, the Prospectus and any amendment or supplement thereto and this Agreement, and that the representations, warranties and covenants of such Selling Stockholder set forth in Section 1(B) of this Agreement are true and correct on and as of such Closing Date or Subsequent Closing Date with the same force and effect as though expressly made by such Selling Stockholder on and as of such Closing Date or Subsequent Closing Date; and

(ii) such Selling Stockholder has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to such Closing Date.

(j) *Selling Stockholders' Documents.* On the date hereof, the Company and the Selling Stockholders shall have furnished for review by the Representatives copies of the Powers of Attorney and Custody Agreements executed by each of the Selling Stockholders and such further information, certificates and documents as the Representatives may reasonably request.

(k) *Lock-Up Agreement from Certain Securityholders of the Company Other Than Selling Stockholders.* On or prior to the date hereof, the Company shall have furnished to the Representatives an agreement in the form of Exhibit D hereto from each director and executive officer of the Company, and such agreement shall be in full force and effect on the Closing Date and any Subsequent Closing Date.

(l) *Additional Documents.* On or before the Closing Date and any Subsequent Closing Date, the Representatives and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Shares as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Company and the Selling Stockholders at any time on or prior to the Closing Date and, with respect to the Optional Shares, at any time prior to the applicable Subsequent Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 4, Section 6, Section 8 and Section 9 shall at all times be effective and shall survive such termination.

Section 6. *Reimbursement of Underwriters' Expenses.* If this Agreement is terminated pursuant to Section 10 hereof, neither the Company nor any Selling Stockholder shall be under any liability to the Underwriters except as provided in Section 8 hereof. If this Agreement is terminated pursuant to

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Section 5, Section 7, Section 11 or Section 19, or if the sale to the Underwriters of the Shares on the Closing Date or on any Subsequent Closing Date is not consummated because of any refusal, inability or failure on the part of the Company or the Selling Stockholders to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Representatives and the other Underwriters (or such Underwriters as have terminated this Agreement with respect to themselves), severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Representatives and the Underwriters in connection with the proposed purchase and the offering and sale of the Shares, including but not limited to fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

Section 7. *Effectiveness of this Agreement.* This Agreement shall not become effective until the later of (i) the execution of this Agreement by the parties hereto and (ii) notification by the Commission to the Company and the Representatives of the effectiveness of the Registration Statement under the Securities Act.

Prior to such effectiveness, this Agreement may be terminated by any party by notice to each of the other parties hereto, and any such termination shall be without liability on the part of (a) the Company or the Selling Stockholders to any Underwriter, except that the Company and the Selling Stockholders shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to Sections 4 and 6 hereof or (b) of any Underwriter to the Company or the Selling Stockholders.

Section 8. *Indemnification.*

(a) *Indemnification by the Company.* The Company agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act or the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, director, officer, employee, agent or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430A, Rule 430B or Rule 430C under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) or any "road show" (as defined in Rule 433 under the Securities Act) not constituting an Issuer Free Writing Prospectus (a "Non-IFWP Road Show"), or the omission or alleged omission therefrom of a material fact, in each case, necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and to reimburse each Underwriter, its officers, directors, employees, agents and each such controlling person for any and all expenses (including the fees and disbursements of counsel chosen by the Representatives) as such expenses are reasonably incurred by such Underwriter, or its officers, directors, employees, agents or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; *provided, however,* that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission based upon and in conformity with written information furnished to the Company and the Selling Stockholders by any Underwriter through the Representatives expressly for use in the Registration Statement, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) or any Non-IFWP Road Show, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8(c) hereof. The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Company may otherwise have.

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(b) *Indemnification by the Selling Stockholders.* Each of the Selling Stockholders, severally and not jointly, agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter or such controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430A or Rule 434 under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and to reimburse each Underwriter, its officers, directors, employees, agents and each such controlling person for any and all expenses (including the fees and disbursements of counsel chosen by the Representatives) as such expenses are reasonably incurred by such Underwriter, or its officers, directors, employees and agents or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that a Selling Stockholder shall only be subject to the foregoing indemnity agreement to the extent, but only to the extent, that any loss, claim, damage, liability or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use in the Registration Statement, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), it being understood and agreed that the only such information furnished by any selling stockholder consists of the information concerning such stockholder set forth under the heading "Principal and Selling Stockholders," or contained in a representation or warranty given by such Selling Stockholder in this Agreement or the Custody Agreement; and provided, further, that the liability under this subsection of each Selling Stockholder shall be limited to an amount equal to the aggregate gross proceeds after underwriting commissions and discounts, but before expenses, to such Selling Stockholder from the sale of Shares sold by such Selling Stockholder hereunder. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that the Selling Stockholders may otherwise have

(c) *Indemnification by the Underwriters.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors and officers, the Selling Stockholders and each person, if any, who controls the Company or any Selling Stockholder within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer, Selling Stockholder or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) or any Non-IFWP Road Show, or arises out of or is based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) or any Non-IFWP Road Show, in reliance upon and in conformity with written information furnished to the Company by the Representatives expressly for use therein; and to reimburse the Company, or any such director, officer, Selling Stockholder or controlling person for any legal and other expense reasonably incurred by the Company, or any such director, officer, Selling Stockholder or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company and each of the Selling Stockholders, hereby acknowledges that the only information that the Underwriters

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have furnished to the Company and the Selling Stockholders expressly for use in the Registration Statement, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) or any Non-IFWP Road Show, are the statements set forth in fourth, tenth through fifteenth and nineteenth paragraphs under the caption "Underwriting" in the Prospectus. The indemnity agreement set forth in this Section 8(c) shall be in addition to any liabilities that each Underwriter may otherwise have.

(d) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof, but the failure to so notify the indemnifying party (i) will not relieve it from liability under paragraph (a), (b) or (c) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b) or (c) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (other than local counsel), reasonably approved by the indemnifying party (or by the Representatives in the case of Section 8(c)), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(e) *Settlements.* The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, which shall not be withheld unreasonably, but if settled with such consent or if there is a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment to the extent provided in this Section 8. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 8(d) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could

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have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

**Section 9. Contribution.** If the indemnification provided for in Section 8 is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders, on the one hand, and the Underwriters, on the other hand, from the offering of the Shares pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Selling Stockholders, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions or inaccuracies in the representations and warranties herein which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Shares pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Shares pursuant to this Agreement (before deducting expenses) received by the Company and the Selling Stockholders, and the total underwriting discount received by the Underwriters, in each case as set forth on the front cover page of the Prospectus bear to the aggregate initial public offering price of the Shares as set forth on such cover. The relative fault of the Company and the Selling Stockholders, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact or any such inaccurate or alleged inaccurate representation or warranty relates to information supplied by the Company or the Selling Stockholders, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8(d), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company, the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Shares underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their names in Schedule A. For purposes of this Section 9, each director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

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Section 10. *Default of One or More of the Several Underwriters.* If, on the Closing Date or a Subsequent Closing Date, as the case may be, any one or more of the several Underwriters shall fail or refuse to purchase Shares that it or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated, severally, in the proportions that the number of Firm Shares set forth opposite their respective names on Schedule A bears to the aggregate number of Firm Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representatives with the consent of the non-defaulting Underwriters, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If, on the Closing Date or a Subsequent Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares and the aggregate number of Shares with respect to which such default occurs exceeds 10% of the aggregate number of Shares to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Shares are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Section 4, Section 6, Section 8 and Section 9 shall at all times be effective and shall survive such termination. In any such case either the Representatives or the Company shall have the right to postpone the Closing Date or a Subsequent Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement and the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "Underwriter" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 10. Any action taken under this Section 10 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

Section 11. *Termination of this Agreement.* Prior to the Closing Date and, with respect to the Optional Shares, any Subsequent Closing Date, this Agreement may be terminated by the Representatives by notice given to the Company and the Selling Stockholders if at any time (i) trading or quotation in any of the Company's securities shall have been suspended or limited by the Commission or by The Nasdaq Global Market, or trading in securities generally on the New York Stock Exchange or The Nasdaq Global Market shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such stock exchanges by the Commission or the NASD; (ii) a general banking moratorium shall have been declared by federal or New York authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States has occurred; or (iii) there shall have occurred any outbreak or escalation of national or international hostilities or declaration of a national emergency or war by the United States or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, including, without limitation, as a result of terrorist activities after the date hereof, as in the judgment of the Representatives is material and adverse and makes it impracticable or inadvisable to market the Shares in the manner and on the terms described in the Prospectus or to enforce contracts for the sale of securities. Any termination pursuant to this Section 11 shall be without liability on the part of (a) the Company or the Selling Stockholders to any Underwriter, except that the Company and the Selling Stockholders shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to Sections 4 and 6 hereof or (b) any Underwriter to the Company or the Selling Stockholders.

Section 12. *No Advisory or Fiduciary Responsibility.* Each of the Company and the Selling Stockholders acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company and the Selling Stockholders, on the one hand, and the several Underwriters, on the other hand, and the Company and the Selling Stockholders are capable of evaluating and understanding and understand

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and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary of the Company, the Selling Stockholders or their respective affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Company or the Selling Stockholders with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or the Selling Stockholders on other matters) and no Underwriter has any obligation to the Company or the Selling Stockholders with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and the Selling Stockholders and that the several Underwriters have no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company and the Selling Stockholders have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Stockholders and the several Underwriters, or any of them, with respect to the subject matter hereof. The Company and the Selling Stockholders hereby waive and release, to the fullest extent permitted by law, any claims that the Company and the Selling Stockholders may have against the several Underwriters with respect to any breach or alleged breach of agency or fiduciary duty.

Section 13. *Research Analyst Independence.* The Company and the Selling Stockholders acknowledge that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their respective investment banking divisions. The Company and the Selling Stockholders hereby waive and release, to the fullest extent permitted by law, any claims that the Company or the Selling Stockholders may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company or the Selling Stockholders by such Underwriters' investment banking divisions. The Company and the Selling Stockholders acknowledge that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

Section 14. *Representations and Indemnities to Survive Delivery.* The respective indemnities, agreements, representations, warranties and other statements of the Company, of its officers, of the Selling Stockholders and of the several Underwriters set forth in or made pursuant to this Agreement (i) will remain operative and in full force and effect, regardless of any (A) investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the officers or employees of any Underwriter, or any person controlling the Underwriter, the Company, the officers or employees of the Company, any person controlling the Company, any Selling Stockholder or any person controlling such Selling Stockholder, as the case may be or (B) acceptance of the Shares and payment for them hereunder and (ii) will survive delivery of and payment for the Shares sold hereunder and any termination of this Agreement.

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Section 15. *Notices.* All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Representatives:

Banc of America Securities LLC  
9 West 57<sup>th</sup> Street  
New York, NY 10019  
Facsimile: (212) 933-2217  
Attention: Syndicate Department

with a copy to:

Banc of America Securities LLC  
9 West 57th Street  
New York, New York 10019  
Facsimile: [            ]  
Attention: ECM Legal

and

Lehman Brothers Inc.  
745 Seventh Avenue  
New York, New York 10019  
Attention: Syndicate Registration (Fax: 646-834-8133)

and

Sidley Austin LLP  
One South Dearborn  
Street Chicago, Illinois 60603  
Facsimile: (312) 853-7036  
Attention: Robert L. Verigan

with a copy, in the case of any notice pursuant to Section 8(d), to:  
Director of Litigation  
Office of the General Counsel  
Lehman Brothers Inc.  
399 Park Avenue, 10th Floor  
New York, New York 10022 (Fax: 212-520-0421)

If to the Company:

Great Lakes Dredge & Dock Corporation  
2122 York Road  
Oak Brook, Illinois 60523  
Facsimile: (630) 574-3007  
Attention: Deborah A. Wensel

with a copy to:

Kirkland & Ellis LLP  
200 East Randolph Drive  
Chicago, Illinois 60601  
Facsimile: (312) 861-2200  
Attention: Carol Anne Huff

If to the Selling Stockholders:

Great Lakes Dredge & Dock Corporation  
2122 York Road

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Oak Brook, Illinois 60523  
Facsimile: (630) 574-3007  
Attention: Deborah A. Wensel

with a copy to:

Kirkland & Ellis LLP  
200 East Randolph Drive  
Chicago, Illinois 60601  
Facsimile: (312) 861-2200  
Attention: Carol Anne Huff

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 16. *Successors and Assigns.* This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to Section 10 hereof, and to the benefit of (i) the Company, its directors, any person who controls the Company within the meaning of the Securities Act or the Exchange Act and any officer of the Company who signs the Registration Statement, (ii) the Selling Stockholders, (iii) the Underwriters, the officers, directors, employees and agents of the Underwriters, and each person, if any, who controls any Underwriter within the meaning of the Securities Act or the Exchange Act and (iv) the respective successors and assigns of any of the above, all as and to the extent provided in this Agreement, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" shall not include a purchaser of any of the Shares from any of the several Underwriters merely because of such purchase.

Section 17. *Partial Unenforceability.* The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 18. *Governing Law Provisions.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 19. *Failure of One or More of the Selling Stockholders to Sell and Deliver Shares.* If one or more of the Selling Stockholders shall fail to sell and deliver to the Underwriters the Shares to be sold and delivered by such Selling Stockholders at the Closing Date or any Subsequent Closing Date pursuant to this Agreement and the aggregate number of Shares which such defaulting Selling Stockholder or Selling Stockholders fail to sell and deliver exceeds 10% of the aggregate number of Shares to be purchased on such date, then the Underwriters may at their option, by written notice from the Representatives to the Company and the Selling Stockholders, either (i) terminate this Agreement without any liability on the part of any Underwriter or, except as provided in Sections 4, 6, 8 and 9 hereof, the Company or the Selling Stockholders, or (ii) purchase the shares which the Company and other Selling Stockholders have agreed to sell and deliver in accordance with the terms hereof. Without limiting the foregoing, if one or more of the Selling Stockholders shall fail to sell and deliver to the Underwriters the Shares to be sold and delivered by such Selling Stockholders pursuant to this Agreement at the Closing Date or any Subsequent Closing Date, then the Underwriters shall have the right, by written notice from the Representatives to the Company and the Selling Stockholders, to postpone the Closing Date or such Subsequent Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement and the Prospectus or any other documents or arrangements may be effected.

Section 20. *General Provisions.* This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if

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the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 8 and the contribution provisions of Section 9, and is fully informed regarding said provisions. Each of the parties hereto further acknowledges that the provisions of Sections 8 and 9 hereto fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, any preliminary prospectus and the Prospectus (and any amendments and supplements thereto), as required by the Securities Act and the Exchange Act.

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If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company and the Custodian the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

GREAT LAKES DREDGE & DOCK CORPORATION

By: \_\_\_\_\_

[Title]

[SELLING STOCKHOLDERS]

By: \_\_\_\_\_

Attorney-in-fact

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Representatives as of the date first above written.

BANC OF AMERICA SECURITIES LLC  
LEHMAN BROTHERS INC.

Acting as Representatives of the  
several Underwriters named in  
the attached Schedule A.

By Banc of America Securities LLC

By: \_\_\_\_\_

Managing Director

By Lehman Brothers Inc.

By: \_\_\_\_\_

\_\_\_\_\_

## QuickLinks

[Great Lakes Dredge & Dock Corporation  
Underwriting Agreement](#)

**[KIRKLAND & ELLIS LLP LETTERHEAD]**

July 20, 2007

Great Lakes Dredge & Dock Corporation  
2122 York Road  
Oak Brook, Illinois 60523

Ladies and Gentlemen:

We are acting as special counsel to Great Lakes Dredge & Dock Corporation, a Delaware corporation (the "Company"), in connection with the proposed registration by the Company of 13,340,000 of its Common Stock, par value \$0.0001 per share (the "Common Stock"), including 1,740,000 shares of Common Stock to be sold to the underwriters under an option to purchase additional shares, pursuant to a Registration Statement on Form S-1 (333-14388) filed with the Securities and Exchange Commission (the "Commission") on June 19, 2007 under the Securities Act of 1933, as amended (the "Act") (such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement"). All of the shares of Common Stock to be registered pursuant to the Registration Statement (the "Shares") are being offered by certain selling stockholders.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the corporate and organizational documents of the Company, including the Amended and Restated Certificate of Incorporation of the Company (the "Amended and Restated Certificate") and (ii) minutes and records of the corporate proceedings of the Company with respect to the original issuance of the Shares.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and others.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that the Shares have been duly authorized, validly issued and fully paid and are non-assessable.

Our opinions expressed above are subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of any laws except the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing).

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the sale of the Shares.

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This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date the Registration Statement becomes effective under the Act and we assume no obligation to revise or supplement this opinion after the date of effectiveness of the Registration Statement should the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise after the date hereof.

Sincerely,

/s/ KIRKLAND & ELLIS LLP





**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this Amendment No. 1 to Registration Statement No. 333-143888 of our report dated March 19, 2007 relating to the financial statements of Great Lakes Dredge & Dock Corporation (formerly GLDD Acquisitions Corp.), appearing in the Prospectus, which is part of such Registration Statement, and to the reference to us under the heading "Experts" in such Prospectus.

/s/ Deloitte & Touche LLP

Chicago, Illinois  
July 20, 2007

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QuickLinks

[Exhibit 23.2](#)  
[CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM](#)

**CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS**

We consent to the inclusion in this Registration Statement on Form S-1 of our report dated January 30, 2007, on our audit of the consolidated financial statements of Amboy Aggregates (A Joint Venture) and Subsidiary as of December 31, 2006 and 2005 and for the three years in the period ended December 31, 2006. We also consent to the reference to our Firm under the caption "Experts."

/s/ J.H. Cohn LLP

Roseland, New Jersey  
July 20, 2007

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QuickLinks

[Exhibit 23.3](#)  
[CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS](#)