www.faa.gov/regulations_policies/rulemaking/sbre_act/.

List of Subjects in 14 CFR Part 121

Air carriers, Aircraft, Airmen, Reporting and recordkeeping requirements.

The Amendment

In consideration of the foregoing, the Federal Aviation Administration amends SFAR No. 106 to Chapter I of title 14, Code of Federal Regulations as follows:

PART 121—OPERATING REQUIREMENTS: DOMESTIC, FLAG, AND SUPPLEMENTAL OPERATIONS

■ 1. The authority citation for part 121 continues to read as follows:

Authority: 49 U.S.C. 106(g), 1153, 40101, 40102, 40103, 40113, 41721, 44105, 44106, 44111, 44701–44717, 44722, 44901, 44903, 44904, 44906, 44912, 44914, 44936, 44938, 46103, 46105.

■ 2. Amend SFAR 106 by revising sections 2 and 3(a) introductory text to read as follows:

Special Federal Aviation Regulation 106—Rules for Use of Portable Oxygen Concentrator Systems on Board Aircraft

* * * * *

Section 2. *Definitions*—For the purposes of this SFAR the following definitions apply: Portable Oxygen Concentrator: means the AirSep FreeStyle, AirSep LifeStyle, AirSep Focus, AirSep FreeStyle 5, Delphi RS–00400, DeVilbiss Healthcare iGo, Inogen One, Inogen One G2, Inogen One G3, Inova Labs LifeChoice, Inova Labs LifeChoice Activox, International Biophysics LifeChoice, Invacare XPO2, Invacare Solo2, Oxlife Independence Oxygen Concentrator, Oxus RS–00400, Precision Medical EasyPulse, Respironics EverGo, Respironics SimplyGo, SeQual Eclipse and SeQual SAROS Portable Oxygen Concentrator medical device units as long as those medical device units: (1) Do not contain hazardous materials as determined by the Pipeline and Hazardous Materials Safety Administration; (2) are also regulated by the Food and Drug Administration; and (3) assist a user of medical oxygen under a doctor's care. These units perform by separating oxygen from nitrogen and other gases contained in ambient air and dispensing it in concentrated form to the user.

Section 3. Operating Requirements—

(a) No person may use and no aircraft operator may allow the use of any portable oxygen concentrator device, except the AirSep FreeStyle, AirSep LifeStyle, AirSep Focus, AirSep FreeStyle 5, Delphi RS–00400, DeVilbiss Healthcare iGo, Inogen One, Inogen One G2, Inogen One G3, Inova Labs LifeChoice, Inova Labs LifeChoice Activox, International Biophysics LifeChoice, Invacare XPO2, Invacare Solo2, Oxlife Independence Oxygen Concentrator, Oxus RS–00400, Precision Medical EasyPulse, Respironics EverGo, Respironics SimplyGo, SeQual Eclipse and SeQual SAROS Portable Oxygen Concentrator units. These units may be carried on and used by a passenger on board an aircraft provided the aircraft operator ensures that the following conditions are satisfied:

* * * * *

Issued in Washington, DC, on October 2, 2012.

Michael P. Huerta,

Acting Administrator.

[FR Doc. 2012–25412 Filed 10–15–12; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 440

Waiver of Requirement To Enter Into a Reciprocal Waiver of Claims Agreement With All Customers

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of waiver.

SUMMARY: This notice concerns a petition for waiver submitted to the FAA by Space Exploration Technologies Corp. (SpaceX) to waive in part the requirement that a launch operator enter into a reciprocal waiver of claims with each customer. The FAA grants the petition.

DATES: October 16, 2012.

FOR FURTHER INFORMATION CONTACT: For technical questions concerning this waiver, contact Charles P. Brinkman, Licensing Program Lead, Commercial Space Transportation—Licensing and Evaluation Division, 800 Independence Avenue SW., Washington, DC 20591; telephone: (202) 267–7715; email: *Phil.Brinkman@faa.gov*. For legal questions concerning this waiver, contact Laura Montgomery, Senior Attorney for Commercial Space Transportation, AGC–200, Office of the Chief Counsel, International, Legislation and Regulations Division, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591; telephone (202) 267–3150; email: *Laura.Montgomery@faa.gov.*

SUPPLEMENTARY INFORMATION:

Background

On September 20, 2012, SpaceX submitted a petition to the Federal Aviation Administration's (FAA's) Office of Commercial Space Transportation (AST) requesting a waiver under its launch license, for flight of a Falcon 9 launch vehicle carrying a Dragon reentry vehicle, and the related reentry license, for reentry of the Dragon. SpaceX requested a partial waiver of 14 CFR 440.17, which requires a licensee to enter into a reciprocal waiver of claims (a ''cross-waiver'') with each of its customers.

The FAA licenses the launch of a launch vehicle and reentry of a reentry vehicle under authority granted to the Secretary of Transportation by the Commercial Space Launch Act of 1984, as amended and re-codified by 51 U.S.C. Subtitle V, chapter 509 (Chapter 509), and delegated to the FAA Administrator and the Associate Administrator for Commercial Space Transportation, who exercises licensing authority under Chapter 509.

The petition for waiver applies to SpaceX's October launch of a Falcon 9 launch vehicle and Dragon reentry vehicle to the International Space Station (ISS) and return of the Dragon from the ISS to Earth. The Dragon spacecraft will carry cargo for NASA to resupply the ISS and return with cargo from the ISS. The Falcon 9 will also carry a commercial satellite for ORBCOMM, Inc. as a secondary payload, and has signed cross-waivers covering that payload. The cross-waiver among SpaceX, ORBCOMM and the FAA is amended to provide that ORBCOMM waives claims against any other customer as defined by 14 CFR 440.3. The petition for partial waiver of the requirement that the licensee implement a cross-waiver with each customer applies to all launches and reentries under SpaceX's current licenses with respect only to the customers that are the subject of this waiver.

In addition to the ISS supplies and ORBCOMM satellite, SpaceX will carry other payloads whose transport NASA has arranged. These consist of a NanoRacks, LLC, (NanoRacks) locker insert and student experiments created under NASA's Student Spaceflight Experiments Program (SSEP). NASA describes SSEP as a national science, technology, engineering and

mathematics education initiative.[1] According to its Space Act Agreement with NASA,[2] NanoRacks arranges to carry the student experiments on a locker insert to put into an experimental locker on board the ISS. The Space Act Agreement provides that NASA will provide on-orbit resources and limited launch opportunities to NanoRacks for the launch of its insert and the experiments the insert carries. SpaceX advises by amendment dated October 3, 2012, to its petition for waiver that, to the best of its knowledge, no NanoRacks employees will be present at the launch site during flight.

NanoRacks and each student who places a payload on board the NanoRacks insert qualify as customers under the FAA's definitions. Section 440.3 defines a customer, in relevant part, as any person with rights in the payload or any part of the payload, or any person who has placed property on board the payload for launch, reentry, or payload services. A person is an individual or an entity organized or existing under the laws of a State or country. 51 U.S.C. 50901(12), 14 CFR 401.5. The subjects of this waiver are persons because the students are individuals and NanoRacks is an entity, a limited liability corporation. Accordingly, because NanoRacks and the students are persons who have rights in their respective payloads, the locker insert and the experiments, due to their ownership of those objects, and because they have placed property on board, they are customers. Section 440.17 requires their signatures as customers.

In this instance, however, NanoRacks and the students are also subject to a NASA reciprocal waivers of claims, a cross-waiver, which is governed by NASA's regulations at 14 CFR part 1266. Article 8 of the Space Act Agreement between NASA and NanoRacks governs liability and risk of loss and establishes a cross-waiver of liability.

Waiver Criteria

Chapter 509 allows the FAA to waive a license requirement if the waiver (1) will not jeopardize public health and safety, safety of property; (2) will not jeopardize national security and foreign policy interests of the United States; and (3) will be in the public interest. 51 U.S.C. 50905(b)(3) (2011); 14 CFR 404.5(b)(2012).

Waiver of FAA Requirement for Each Customer To Sign a Reciprocal Waivers of Claims

The FAA waives the 14 CFR 440.17, which requires a licensee to enter into a reciprocal waiver of claims with each of its customers, with respect to NanoRacks and the SSEP participants.

In 1988, as part of a comprehensive financial responsibility and risk sharing regime that protects launch participants and the U.S. Government from the risks of catastrophic loss and litigation, Congress required that all launch participants agree to waive claims against each other for their own property damage or loss, and to cover losses experienced by their own employees. 51 U.S.C. 50915(b). This part of the regime was intended to relieve launch participants of the burden of obtaining property insurance by having each party be responsible for the loss of its own property and to limit the universe of claims that might arise as a result of a launch. *Commercial Space Launch Act Amendments of 1988,* H.R. 4399, H. Rep. 639, 11–12, 100th Cong., 2d Sess. (May 19, 1988); *Commercial Space Launch Act Amendments of 1988,* H.R. 4399, S. Rep. 593, 14, 100th Cong., 2d Sess. (Oct. 6, 1988); *Financial Responsibility Requirements for Licensed Launch Activities, Notice of Proposed Rulemaking,* 61 FR 38992, 39011 (Jul. 25, 1996). The FAA's implementing regulations may be found at 14 CFR part 440.

In its request for a waiver, SpaceX maintains that the NASA requirements imposed on NanoRacks and the SSEP participants are equivalent to the requirements imposed on each customer under the FAA's requirements of 14 CFR part 440. A comparison of the two regimes shows that in this particular situation the two sets of cross-waivers are sufficiently similar that the statutory goals of 51 U.S.C. 50914(b) will be met by the FAA agreeing to accept the NASA cross-waivers in this instance.

The FAA cross-waivers require the launch participants, including the U.S. Government and each customer, and their respective contractors and subcontractors, to waive and release claims against all the other parties to the waiver and agree to assume financial responsibility for property damage sustained by that party and for bodily injury or property damage sustained by the party's own employees, and to hold harmless and indemnify each other from bodily injury or property damage sustained by their respective employees resulting from the licensed activity, regardless of fault. 14 CFR 440.17(b) and (c). Each party [3] to the cross-waiver must indemnify the other parties from claims by the indemnifying party's contractors and subcontractors if the indemnifying party fails to properly extend the requirements of the cross-waivers to its contractors and subcontractors. 14 CFR 440.17(d). A comparison of each element shows that, although there are some differences, because the NASA cross-waiver signed by NanoRacks is consistent with Congressional intent and the FAA's regulations, and because relevant employees will not be present at the launch site, NanoRacks and the SSEP participants need not sign a cross-waiver under 14 CFR part 440.

Both the FAA's cross-waivers and NASA's agreement with NanoRacks apply to damages resulting from an FAA licensed activity, regardless of fault. 14 CFR 440.17(b); NanoRacks Agreement, Art. 8, par. 3(a) and 2(e). An FAA license applies, in relevant part, to launch and reentry. 51 USC 50904(a)(1); 14 CFR 440.3. The FAA's definition of launch also includes pre- and post-flight ground operations at a launch site in the United States. 51 U.S.C. 50902; 14 CFR 401.5. The NanoRacks Agreement applies under Article 8, paragraph 3(a) to damages arising out of ''protected space operations,'' which paragraph 2(e) defines to include all launch or transfer vehicle [4] activities on Earth, in outer space or in transit between Earth and outer space. Because protected space operations encompass development, test, manufacture, assembly, integration, operation and use of launch and transfer vehicles the meaning of protected space operations is broad enough to encompass launch, reentry, and pre- and post-flight ground operations.

Under the FAA cross-waivers and the NanoRacks Agreement, covered claims include those for property damage or bodily injury sustained by any party. The NanoRacks Agreement defines damage to mean both damage to, loss, or loss of the use of any property; and bodily injury to, including the impairment of health of, or death of, any person. NanoRacks Agreement Art. 8, par. 2a. The FAA defines ''property damage'' to mean partial or total destruction, impairment, or loss of tangible property, real or personal. 14

[1] *Space Station—Here we Come!* NASA Press Release: *http://www.nasa.gov/audience/foreducators/station-here-we-come.html* (last visited September 25, 2012).

[2] Nonreimbursable Space Act Agreement Between NANORACKS, LLC and NASA for Operation of the NANORACKS System Aboard the International Space Station National Laboratory, (Sept. 4 and 9 2009) (NanoRacks Agreement), 387938main_SAA_SOMD_6355_Nanoracks_ISS_National_Lab.pdf.

[3] Indemnification by the U.S. Government is conditioned upon the passage of legislation. 51 U.S.C. 50915; 14 CFR 440.17(d).

[4] The definition of a transfer vehicle encompasses SpaceX's Dragon reentry vehicle. NanoRacks Agreement, Art. 8, par. 2(g) (a vehicle that operates in space and transfers payloads or persons between a space object and the surface of a celestial body).

CFR 440.3. The FAA defines ''bodily injury'' to mean physical injury, sickness, disease, disability, shock, mental anguish, or mental injury sustained by any person, including death. 14 CFR 440.3. To the extent that the NanoRacks Agreement does not, at first look, appear to address mental injuries, the FAA notes that, generally, the courts have tied mental anguish to physical injuries. An injury to the mind, acquired as a form of bodily injury should be barred by the cross-waivers.

The persons to whom both cross-waivers apply are the same for the FAA's purposes.[5] The FAA requires its licensee, each customer of the licensee, and each of their respective contractors and subcontractors to waive claims, and to agree to be responsible for their own property damage and for the bodily injury or property damage sustained by their own employees. 14 CFR 440.17(a).[6] The parties agree to waive claims against, among others, the other party, each ''related entity'' of the other party, and the respective employees of each of them. NanoRacks Agreement Art. 8, par. 3(a)(i)–(iv). Under paragraph 2(f) of the NanoRacks Agreement, a ''related entity'' means a contractor or subcontractor of another party to the waiver at any tier or a user or customer of a party at any tier. The terms ''contractor'' and ''subcontractor'' include suppliers of any kind. Because a related entity includes a customer or user at any tier, NanoRacks, as a customer of NASA and each SSEP participant with an experiment on NanoRack's manifest is a related entity.

Both the FAA cross-waivers and the NanoRacks Agreement require the parties to extend the requirements of the cross-waivers to certain related entities, which extension is frequently referred to as a ''flow-down'' of the cross-waiver requirements. Under the FAA's requirements, each customer must extend the cross-waiver requirements to its contractors and subcontractors by requiring them to waive and release all claims they may have against the licensee, each other customer, and the United States, and against the respective contractors and subcontractors of each. Waiver of Claims and Assumption of Responsibility for Licensed Launch, including Suborbital Launch, With More than One Customer, 14 CFR part 440, appendix B, part 1, subpart B (FAA Cross-Waiver), par. 4(b). Likewise, NanoRacks must extend the requirements of the cross-waiver it has signed with NASA to its related entities, including its users or customers, the SSEP students. This means that, just as with the FAA cross-waivers, NanoRacks and the owners of the experiments on its locker insert, have waived the requisite claims.

Although the two schemes appear to diverge with regards to indemnification for any failure by a party to extend the cross-waiver requirements to its contractors and subcontractors, the legal effect of the different cross-waivers remains the same. The FAA cross-waiver expressly requires indemnification[7] for the consequences of a party's failure to ''flow-down'' the requirements. FAA Cross-Waiver at par. 5(b) (customer indemnification for claims brought by its contractors and subcontractors). SpaceX notes that, because of the obligations each party accepts under the different cross-waivers, a failure to extend the requirements to related entities still results in a duty to indemnify the other parties for the failure, even where the duty is not express. State courts have long recognized that where a special relationship between parties exists, even where there is no express promise to indemnify, a duty to indemnify may arise. This has been true for indemnification of claims brought by employees. *See, e.g., Howard Univ.* v. *Good Food Svcs., Inc.,* 608 A.2d 116, 1124 (DC 1992) (special relationship may be found where there is an on-going contractual relationship); *Rucker Co.* v. *M&P Drilling Co.,* 653 P2.2d 1239, 1242 (Okl. 1982) (where intention of parties to a contract is clear that one party shall not be liable for damages, labeling the relationship as exculpatory or indemnitory is irrelevant and the results are the same). *See also* 100 ALR 3d 350.

Analogous cases may apply to indemnification for claims brought by a contractor or subcontractor of someone who failed to extend the cross-waiver requirements. *See, e.g., Jinwoong, Inc.* v. *Jinwoong, Inc.,* 310 F.3d 962, 965 (7th Cir. 2002) (even where parties fail to include an indemnity provision by contract, one may be implied unless disclaimed). *Jinwoong's* discussion of the issue is illuminating. The Seventh Circuit noted that contract completion is a standard function of common law courts, and gives the parties what, if they were omniscient, they would have provided regarding all contingencies that might arise under a contract. 310 F.3d at 965. Thus, when the NanoRacks Agreement requires all parties to extend the waivers of claims to each of their related entities, the FAA may reasonably rely on the implicit presence of an agreement to indemnify. The FAA's reliance is further bolstered by Article 8, paragraph (3)(d)(v), of the NanoRack Agreement, which states that the cross-waiver does not apply to claims for damage arising out of a party's failure to extend the cross-waiver to its related entities. The cross-waiver itself contemplates recourse. Additionally, for those situations where courts find necessary the existence of a special relationship before finding a duty to indemnify, a special relation exists here by virtue of the agreement between NanoRacks and NASA.

The FAA notes that its cross-waivers, in addition to requiring waivers of claims and indemnification, also require the parties to assume responsibility for their own losses. The intent of the NASA cross-waivers suggests this is unnecessary. NASA itself has noted its own long and consistent responsibility of requiring the parties to its cross-waiver to waive claims for loss or damage and, thus, in NASA's own words, ''assume responsibility for the risks inherent in space exploration.'' *Cross-Waiver of Liability, Notice of Proposed Rulemaking,* 71 FR 62061 (Oct. 23, 2006). In the context of a customer assuming responsibility for its own property loss, the NASA explanation may suffice. However, in its implementing regulations, the FAA made it clear that it considers a party's assumption of responsibility a separate element of the cross-waiver. *Financial Responsibility Requirements for Licensed Launch Activities, Final Rule,* 63 FR 45592, 45601–06 (Aug. 26, 1998).

For this waiver, the FAA analyzed the significance of the assumption of responsibility in two parts. The FAA determined that it may rely on the

[5] The NanoRacks Agreement applies to more persons than the FAA requires. That difference poses no issues.

[6] Although the NanoRacks Agreement does not address assumption of responsibility for harm to employees like the FAA cross-waiver does, that issue is discussed below.

[7] To be precise, section 5 of the FAA cross-waiver requires parties to hold harmless and indemnify each other. The phrase is a unitary phrase that means nothing more than ''indemnify'' alone. Indemnify generally means ''[t]o reimburse (another) for a loss suffered because of a third party's or one's own act or default.'' *Black's Law Dictionary* (9th ed. 2009). ''The terms 'hold-harmless clause' and 'indemnity clause' often refer to the same thing-an agreement under which 'one party agrees to answer for any * * * *liability* or *harm* that the other party might incur.' *Black's Law Dictionary* 784 (8th ed. 2004) (defining ''indemnity clause,'' noting that the clause is ''[a]lso termed *hold-harmless clause; save-harmless clause* '' (emphasis in original)).'' *Long Beach Area Peace Network* v. *City of Long Beach,* 574 F.3d 1011, 1039 (Cal. 2009). Hold harmless is defined as ''[t]o absolve (another party) from any responsibility for damage or other liability arising from the transaction; indemnify.'' *Black's Law Dictionary* (9th ed. 2009); *see also Kevin Gros Marine, Inc.* v. *Quality Diesel Service, Inc.,* No. 11–2340, slip op. at 5 (E.D.La. May 30, 2012).

indemnification implicit in the NanoRacks cross-waiver, as discussed above, for claims for property damage, because the parties expressly waive claims for property damage. It is a different matter with respect to employees. The parties may not waive claims on behalf of their employees. Additionally, here, the NanoRacks cross-waiver does not address employee claims in the first instance. This does not interfere with the FAA's ability to grant SpaceX's request for a waiver with respect to the student customers because they presumably do not have employees. However, NanoRacks itself does have employees. If any of them were to be at risk at the launch site, the FAA might not have been able to grant SpaceX's request for a waiver with respect to NanoRacks itself. SpaceX recently advised the FAA, however, that it was its understanding that no NanoRacks employees would be present at the launch site during the flight.

The final issue the FAA must consider is that NASA's regulations provide that the NASA cross-waiver is not applicable when 51 U.S.C. Subtitle V, Chapter 509 is applicable.[8] 14 CFR 1266.102(c)(6). At first glance, this might create the impression that the NanoRacks cross-waiver does not apply when a launch or reentry is conducted under FAA license. However, by waiving the requirement that all customers sign, the FAA is not applying the specific requirements of Chapter 509 to NanoRacks and each SSEP participant. Accordingly, the NanoRacks agreement should retain legal effect.

This waiver implicates no safety, national security or foreign policy issues. The waiver is consistent with the public interest goals of Chapter 509. Under 51 U.S.C. 50914, Congress determined that it was necessary to reduce the costs associated with insurance and litigation by requiring launch participants, including customers, to waive claims against each other. Because the NanoRacks Agreement under 14 CFR part 1266 accomplishes these goals by the same or similar means, the FAA finds this request in the public interest, and grants the waiver with respect to NanoRacks and the SSEP participants in reliance on the representations SpaceX made in its petition and subsequent communications.

Issued in Washington, DC, on October 5, 2012.

Kenneth Wong,

Manager, Licensing and Evaluation Division, Office of Commercial Space Transportation, Federal Aviation Administration.

[FR Doc. 2012–25419 Filed 10–15–12; 8:45 am]

BILLING CODE 4910–13–P

[8] The provision was not incorporated into the NanoRacks Agreement.

DEPARTMENT OF DEFENSE

Department of the Navy

32 CFR Part 706

Certifications and Exemptions Under the International Regulations for Preventing Collisions at Sea, 1972

AGENCY: Department of the Navy, DoD.

ACTION: Final rule.

SUMMARY: The Department of the Navy (DoN) is amending its certifications and exemptions under the International Regulations for Preventing Collisions at Sea, 1972 (72 COLREGS), to reflect that the Deputy Assistant Judge Advocate General (DAJAG) (Admiralty and Maritime Law) has determined that USS PELELIU (LHA 5) is a vessel of the Navy which, due to its special construction and purpose, cannot fully comply with certain provisions of the 72 COLREGS without interfering with its special function as a naval ship. The intended effect of this rule is to warn mariners in waters where 72 COLREGS apply.

DATES: This rule is effective October 16, 2012 and is applicable beginning October 3, 2012.

FOR FURTHER INFORMATION CONTACT: Lieutenant Jocelyn Loftus-Williams, JAGC, U.S. Navy, Admiralty Attorney, (Admiralty and Maritime Law), Office of the Judge Advocate General, Department of the Navy, 1322 Patterson Ave. SE., Suite 3000, Washington Navy Yard, DC 20374–5066, telephone 202–685–5040.

SUPPLEMENTARY INFORMATION: Pursuant to the authority granted in 33 U.S.C. 1605, the DoN amends 32 CFR Part 706.

This amendment provides notice that the DAJAG (Admiralty and Maritime Law), under authority delegated by the Secretary of the Navy, has certified that USS PELELIU (LHA 5) is a vessel of the Navy which, due to its special construction and purpose, cannot fully comply with the following specific provisions of 72 COLREGS without interfering with its special function as a naval ship: Annex I, paragraph 3(a) pertaining to the horizontal distance between the forward and aft masthead lights; Rule 21(a) pertaining to placement of masthead lights over the fore and aft centerline of the vessel; Annex I, paragraph 2(g) pertaining to the placement of sidelights above the hull of the vessel; Annex I, paragraph 2(i)(iii) pertaining to the vertical position and spacing of task lights. The DAJAG (Admiralty and Maritime Law) has also certified that the lights involved are located in closest possible compliance with the applicable 72 COLREGS requirements.

Moreover, it has been determined, in accordance with 32 CFR Parts 296 and 701, that publication of this amendment for public comment prior to adoption is impracticable, unnecessary, and contrary to public interest since it is based on technical findings that the placement of lights on this vessel in a manner differently from that prescribed herein will adversely affect the vessel's ability to perform its military functions.

List of Subjects in 32 CFR Part 706

Marine safety, Navigation (water), and Vessels.

For the reasons set forth in the preamble, amend part 706 of title 32 of the CFR as follows:

PART 706—CERTIFICATIONS AND EXEMPTIONS UNDER THE INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1972

■ 1. The authority citation for part 706 continues to read as follows:

Authority: 33 U.S.C. 1605.

■ 2. Section 706.2 is amended as follows:

■ A. In Table Two by revising the entry for USS PELELIU (LHA 5);

■ B. In Table Three by adding, in alpha numerical order, by vessel number, an entry for USS PELELIU (LHA 5); and

■ C. In Table Four, paragraph 22, by adding, in alpha numerical order, by vessel number, an entry for USS PELELIU (LHA 5).

§ 706.2 Certifications of the Secretary of the Navy under Executive Order 11964 and 33 U.S.C. 1605.

* * * * *