

Clean Gulf Associates Services, LLC Master Services Contract for OSRO Coverage For Clean Gulf Associates' Members

This Contract is entered between Clean Gulf Associates Services, LLC, 634 Peters Road, Harvey Louisiana ("CGAS") and

Marine, Inc. and T&T Salvage, LLC, CGAS is also able to offer the following worldwide services to Member:

Name: _____

Address: _____

Telephone #: _____

Telefax #: _____

("Member"). CGAS is an independent contractor engaged in providing OSRO coverage to Members of Clean Gulf Associates ("CGA"). The Member may access under this Contract (i) CGAS resources in the CGA Area of Interest (Northern and Eastern Gulf of Mexico); and (ii) CGAS response personnel trained on the equipment for which they are requested for an oil spill event involving any size discharge or threat of discharge.

Member either now requires or may in the future require goods services and/or personnel from CGAS ("Spill Response Resources"). The Parties hereto intend that this Contract shall govern the provision of these goods, services and/or personnel by CGAS to Member. This Contract supersedes all prior contracts, oral agreements and negotiations between the Parties. In the event the terms of this Contract conflict with the terms of any purchase order or similar document, the terms of this Contract shall control, unless the Parties hereto expressly agree to vary the terms hereof in a writing signed by an authorized representative of Member and an officer of CGAS.

1. Authority to act on behalf of Member. The person signing below hereby warrants that he or she is authorized to execute this Contract on behalf of Member. In order to facilitate the provision of services to Member by CGAS under urgent or emergency circumstances, CGAS is authorized to provide goods and/or services to Member pursuant to the terms hereof upon the oral or written request of any Qualified Individual listed in the Oil Spill Response Plan of Member, any officer of Member and the following person(s) or classes of persons. If none, so state:

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

A Member may alert CGAS of the possibility of a call-out under this Agreement. Upon receipt of an alert, CGAS will review its readiness to respond. An authorized representative of the Member may contact CGAS to obtain the Spill Response Resources available under the agreement between CGA and CGAS by calling a CGAS response manager through one of the telephone call-out numbers provided by CGAS.

2. Rates. Spill Response Resources and personnel to be furnished during the term of this Contract shall be furnished at the rates reflected in the CGA-CGAS Equipment and Personnel Management Agreement for Clean Gulf Associates Services LLC, Contractor Services Agreement and Bareboat Charter Agreement, all of which are incorporated herein by reference. Through its relationships with T&T

- Marine Salvage;
- Wreck Removal;
- Heavy Lift;
- Fire Fighting;
- Spill Response – land and water based;
- Emergency lightering;
- Diving;
 - Salvage – zero visibility, high current
 - Ship husbandry
 - In Water Survey
 - Hull Cleaning
 - NDT – hull thickness, etc.
- ROV;
- Hydrographic Survey;
- Oil Detection – water column, sea floor and below sea floor;
- Launch Services / Marine Transportation;
- Portable Inert Gas Generators;
- Portable Nitrogen Generators;
- Portable water treatment systems;
- Diving;
- Engineering; and
- Air transport.

3. Availability and Mobilization. This Contract does not obligate Member to use CGAS for any particular project, nor does it obligate CGAS to respond to any particular request for goods and/or services. Availability of all equipment and personnel is subject to prior commitments. With respect to any particular project, CGAS agrees to use due diligence to mobilize personnel and equipment in accordance with the timetable agreed with Member's representative requesting the same. Due to weather, traffic, and other variables, CGAS does not guarantee response within any particular time.

4. Performance of Services. In those circumstances where CGAS has accepted an assignment from Member, CGAS will use due diligence to achieve the objectives agreed upon with Member for that project, but cannot guarantee whether a particular result can or will be achieved, or will be achieved in any particular timeframe. Member acknowledges and accepts that despite the due diligence of CGAS, the project undertaken may not be successful or the result of CGAS's efforts could worsen the given situation. Except to the extent caused by the gross negligence or willful misconduct of CGAS, CGAS will not be responsible for the failure of its efforts to achieve the desired results or for any damage arising from its efforts. Payment for the goods and/or services provided by CGAS will be due as stated herein regardless of the results obtained. Member retains the right to instruct CGAS to discontinue its services at any time with or without cause. Member may limit its initiation of services to a notice of "mobilization/stand-by". If Member so limits its initiation of services, CGAS will not dispatch Spill Response Resources to the scene of a spill until Member instructs CGAS to respond to the release. Upon receipt of such instruction, CGAS will respond to the release in the manner provided by this Contract. Upon CGAS's arrival at a release scene, Member's representative will give CGAS final authorization, either oral or written, to proceed accordingly. Charges for Spill Response Resources will be the same regardless if Spill Response Resources are placed in use or on "mobilization/standby".

5. Information to be Provided by Member. When requesting services for a particular project, Member shall provide CGAS with the following information:

- Names and contact information for Member's authorized representative(s) for the project;
- Location of the project and any staging areas;
- For spill response, the type of crude oil, chemical and trade names of all substances involved and Material Safety Data Sheets (MSDSs) for the same;
- Any information within Member's knowledge relating to site safety or risks to the safety or health of CGAS's employees responding to the project, including, without limitation, information concerning toxic or hazardous material exposure threats and personal protective equipment requirements; and
- The nature of the goods and services requested.

Member agrees to promptly advise CGAS of any additional information becoming available to it or changes or corrections to information previously provided, it being understood that CGAS will be relying on this information to assist it in ensuring the safety of its personnel and others at the work site.

6. Access to Work Site(s). Member is responsible for providing CGAS with suitable and reasonable access to all work sites, including locations at which CGAS may stage equipment, at no cost to CGAS. Notwithstanding anything to the contrary in Section 10, Member will be responsible for all property damage resulting from insufficient roads and/or staging areas and the reasonable activities of CGAS in gaining access or attempting to gain access to the work site(s). If CGAS is engaged to provide emergency response services and Member has not secured access to the work site(s) or staging areas from which the work site may be reached by land or water, CGAS may make arrangements that are reasonable under the circumstances with docks, landowners, marinas or other facilities to provide such access and these will be billed to Member on a cost plus basis of 15%. It is expressly understood that under exigent circumstances, facility owners may demand premium compensation for permitting such access.

CGAS will observe and require its employees and CGAS Subcontractors to observe relevant safety laws and regulations and applicable CGAS safety policies and procedures. While on a Member's facilities or vessels, CGAS will comply and require its employees and CGAS Subcontractors to comply with the Member's specific instructions concerning safety policies and procedures provided to them by the Member.

7. Independent Contractor. The Parties affirm that CGAS is an independent contractor. CGAS will at all times have the authority to and shall control the details of the work to be performed by it. All CGAS personnel shall at all times be under the sole direction of CGAS.

8. Waste Disposal. Member recognizes that CGAS is not required to accept any waste transportation or disposal services, in connection with Spill Response Resources provided by CGAS nor is CGAS obligated to offer such waste transportation and disposal services. Member agrees that it is the owner of all wastes generated as a consequence of any project covered by this Contract, including, without limitation, oil, oily wastes, oily sorbents, hazardous wastes, hazardous substances or other contaminated materials. CGAS shall not be considered a generator, transporter, storer, treater or disposal facility with respect to hazardous materials or hazardous wastes as those terms are used in the Resource Conservation and Recovery Act (RCRA), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as those or similar

terms are used in any similar state law governing transportation, treatment, storage and disposal of wastes. Member agrees it will be considered the generator of all wastes and will remain responsible at all times for the handling, transportation, treatment, storage and disposal of said wastes. Member will direct CGAS as to how its wastes are to be handled. Upon Member's request, CGAS will assist Member in arranging for the characterization of wastes and their transportation, treatment, storage and/or disposal. The failure of Member to instruct CGAS as to the disposition of wastes within 7 days of CGAS's written request for instructions, shall constitute Member's appointment of CGAS as its authorized agent to execute any required documents and manifests in Member's name and make arrangements for the transportation, treatment, storage and disposal of Member's wastes on Member's behalf and at Member's expense on a cost plus basis of 15%. In addition to the foregoing, Member agrees to pay any and all reasonable costs and attorneys' fees incurred by CGAS in connection therewith. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10, MEMBER AGREES TO INDEMNIFY, DEFEND AND HOLD CGAS HARMLESS FROM ALL COSTS, CLAIMS AND LIABILITY ASSOCIATED WITH THE HANDLING, TRANSPORTATION, TREATMENT, STORAGE AND DISPOSAL OF WASTES ASSOCIATED WITH ANY PROJECT COVERED BY THIS CONTRACT.** The provisions of this section shall survive the termination of this Contract and will continue to bind Member, its successors and assigns.

9. Payment, Security, Interest and Fees. Unless otherwise agreed in writing and signed by an officer of CGAS, all invoices for goods and services presented by CGAS hereunder will be payable in full without discount 30 days from the date of the invoice. If all sums are not paid when due, interest will be payable on any unpaid balance at the rate of 1.5% per month, commencing as of date of the invoice. Member's obligation to pay for goods and/or services provided hereunder is not conditioned upon Member's recovery from any third party or underwriter, nor will CGAS look directly to any third party or underwriter for payment in the absence of a written agreement to do so, signed by an officer of CGAS. CGAS may condition its continued provision of goods and/or services to Member on immediate payment of outstanding charges and/or the provision of security by or on behalf of Member for payment of CGAS's outstanding and expected future charges, such security to be in a form acceptable to CGAS in its sole discretion. In the absence of such security, CGAS may demobilize its equipment at Member's expense or contract the equipment to another party or governmental entity for future operations. In the event CGAS provides necessary goods and/or services to a Member vessel hereunder, it is expressly agreed that CGAS shall be entitled to a maritime lien against said Member vessel to secure payment for necessities provided. Notwithstanding any clause herein to the contrary, CGAS may at any time demand adequate security in lieu of action to enforce any type of maritime lien(s) it holds and may, in the absence of security acceptable to CGAS, take judicial action to secure and/or enforce its lien(s). In the event CGAS is required to retain counsel to enforce its rights hereunder or as a result of Member's breach of this Contract, Member agrees to pay CGAS's reasonable costs associated therewith, including, without limitation, its attorneys' fees.

10. Indemnity. Nothing herein shall be construed to deprive CGAS the protection of any "responder immunity" provided under state or federal law. This section in no way limits the indemnity provisions of Section 8 dealing with waste disposal.

10.1 INDEMNITY FROM MEMBER TO CGAS - MEMBER SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CGAS AND ITS PARENT, RELATED, AFFILIATED AND SUBSIDIARY COMPANIES FROM AND

AGAINST ANY AND ALL CLAIMS SUFFERED WITH RESPECT TO:

(i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF EMPLOYEES OF MEMBER, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES, OR
(ii) LOSS, DAMAGE OR DESTRUCTION OF MEMBER FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY MEMBER, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES, ARISING IN CONNECTION WITH THIS CONTRACT, HOWSOEVER CAUSED, (a) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING CGAS, ITS CONTRACTORS OR INVITEES, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR (b) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, VESSEL, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY AND UNSEAWORTHINESS OF ANY VESSEL.

10.2 CROSS INDEMNITY - IN ADDITION TO THE INDEMNITIES PROVIDED IN THIS CONTRACT, MEMBER AGREES TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CGAS'S AND CGAS'S AFFILIATES' OTHER CONTRACTORS WHICH HAVE EXECUTED A CONTRACT WITH CGAS OR ONE OF CGAS'S AFFILIATES CONTAINING CROSS INDEMNITY PROVISIONS SUBSTANTIALLY SIMILAR TO THIS PROVISION ("CGAS CROSS-INDEMNIFIED CONTRACTORS") FROM AND AGAINST ANY AND ALL CLAIMS SUFFERED WITH RESPECT TO:

(i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF EMPLOYEES OF MEMBER, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES OR
(ii) LOSS, DAMAGE OR DESTRUCTION OF MEMBER FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY MEMBER ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES, ARISING IN CONNECTION WITH THIS CONTRACT, HOWSOEVER CAUSED, (a) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING CGAS, CGAS CROSS-INDEMNIFIED CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR (b) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, VESSEL, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OR LIABILITY, INCLUDING NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY AND UNSEAWORTHINESS OF ANY VESSEL, INCLUDING CGAS CROSS-INDEMNIFIED CONTRACTORS.

THE PARTIES INTEND THAT THIS CROSS INDEMNITY APPLIES TO AND WILL BE FOR THE BENEFIT OF CGAS AND CGAS'S AFFILIATES' OTHER CONTRACTORS WHO HAVE INCLUDED SUBSTANTIALLY SIMILAR CROSS INDEMNITY PROVISIONS IN THEIR RESPECTIVE CONTRACTS WITH CGAS AND/OR CGAS AFFILIATES. FOR THE APPLICATION OF THIS CROSS INDEMNITY TO SUCH OTHER CONTRACTORS. CGAS WILL ACT ONLY AS A FACILITATOR FOR THE BENEFIT OF SUCH OTHER CONTRACTORS, WHO WILL BE ENTITLED TO ENFORCE THIS CROSS INDEMNITY DIRECTLY AGAINST MEMBER IN ADDITION TO CGAS'S RIGHT TO ENFORCE.

10.3 INDEMNITY FROM CGAS TO MEMBER- CGAS SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CGA AND MEMBER AND ITS PARENT, RELATED, AFFILIATED AND SUBSIDIARY COMPANIES FROM AND AGAINST ANY AND ALL CLAIMS SUFFERED WITH RESPECT TO:

(i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF EMPLOYEES OF CGAS, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES OR
(ii) SAVE IN RESPECT OF DOWNHOLE EQUIPMENT, LOSS, DAMAGE OR DESTRUCTION OF CGAS FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CGAS, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES, ARISING IN CONNECTION WITH THIS CONTRACT, HOWSOEVER CAUSED, (a) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING MEMBER, ITS CONTRACTORS OR INVITEES, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR (b) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, VESSEL, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY AND UNSEAWORTHINESS OF ANY VESSEL.

10.4 CROSS INDEMNITY - IN ADDITION TO THE INDEMNITIES PROVIDED IN THIS CONTRACT, CGAS AGREES TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS MEMBER'S AND MEMBER'S AFFILIATES' OTHER CONTRACTORS ONLY IN THE EVENT WHERE MEMBER AND MEMBER'S AFFILIATES OTHER CONTRACTORS HAVE EXECUTED A CONTRACT WITH MEMBER OR ONE OF MEMBER'S AFFILIATES' CONTAINING CROSS INDEMNITY PROVISIONS SUBSTANTIALLY SIMILAR TO THIS PROVISION ("MEMBER CROSS-INDEMNIFIED CONTRACTORS"). FROM AND AGAINST ANY AND ALL CLAIMS SUFFERED WITH RESPECT TO:

(i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF EMPLOYEES OF CGAS, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES OR
(ii) LOSS, DAMAGE OR DESTRUCTION OF CGAS FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CGAS, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES, ARISING IN CONNECTION WITH THIS

CONTRACT, HOWSOEVER CAUSED, (a) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING MEMBER, MEMBER CROSS-INDEMNIFIED CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR (b) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, VESSEL, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY AND UNSEAWORTHINESS OF ANY VESSEL, INCLUDING MEMBER CROSS-INDEMNIFIED CONTRACTORS.

CGAS AGREES TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CGA'S AND CGA'S AFFILIATES' OTHER CONTRACTORS ONLY IN THE EVENT WHERE CGA AND CGA'S AFFILIATES OTHER CONTRACTORS HAVE EXECUTED A CONTRACT WITH CGA OR ONE OF CGA'S AFFILIATES' CONTAINING CROSS INDEMNITY PROVISIONS SUBSTANTIALLY SIMILAR TO THIS PROVISION ("CGA CROSS-INDEMNIFIED CONTRACTORS")

(i)PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF EMPLOYEES OF CGAS, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES OR
(ii)LOSS, DAMAGE OR DESTRUCTION OF CGAS FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CGAS, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES, ARISING IN CONNECTION WITH THIS CONTRACT, HOWSOEVER CAUSED, (a) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING MEMBER, MEMBER CROSS-INDEMNIFIED CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR (b) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, VESSEL, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY AND UNSEAWORTHINESS OF ANY VESSEL, INCLUDING MEMBER CROSS-INDEMNIFIED CONTRACTORS.

THE PARTIES INTEND THAT THIS CROSS INDEMNITY APPLIES TO AND WILL BE FOR THE BENEFIT OF MEMBER'S AND MEMBER'S AFFILIATES' OTHER CONTRACTORS, (OR CGA'S AND CGA'S MEMBER'S AFFILIATES' OTHER CONTRACTORS) WHO HAVE INCLUDED SUBSTANTIALLY SIMILAR CROSS INDEMNITY PROVISIONS IN THEIR RESPECTIVE CONTRACTS WITH MEMBER OR MEMBER'S AFFILIATES, (OR CGA OR CGA MEMBER AFFILIATES). FOR THE APPLICATION OF THIS CROSS INDEMNITY TO SUCH OTHER CONTRACTORS, MEMBER (OR CGA, AS THE CASE MAY BE) WILL ACT ONLY AS A FACILITATOR FOR THE BENEFIT OF SUCH OTHER CONTRACTORS, WHO WILL BE ENTITLED TO ENFORCE THIS CROSS INDEMNITY DIRECTLY AGAINST CONTRACTORS IN ADDITION TO MEMBER'S (OR CGA'S) RIGHT TO ENFORCE.

10.5 REGARDLESS OF FAULT - EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SET FORTH IN ARTICLES 10.1, 10.2, 10.3 AND 10.4 ABOVE ARE EXPRESSLY INTENDED TO AND CONSTITUTE ARTICLES WHICH INCLUDE AN OBLIGATION BY THE INDEMNITOR TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEE FROM AND AGAINST CONSEQUENCES OF INDEMNITEE'S OWN (SOLE OR CONCURRENT) ACTIONS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OR CAUSES OF ACTION ATTRIBUTABLE TO INDEMNITEE.

10.6 EXEMPLARY AND PUNITIVE DAMAGES - NOTWITHSTANDING THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 10, THE PARTIES EXPRESSLY AGREE TO EXCLUDE ANY INDEMNITY FROM THE INDEMNITOR TO THE INDEMNITEE FOR EXEMPLARY AND PUNITIVE DAMAGES LEVIED AGAINST THE INDEMNITEE ARISING OUT OF THE INDEMNITEE'S PERFORMANCE OF THE CONTRACT.

10.7 Defense. Each Party will have the right, at its option, to participate at its own expense in the defense of any suit without releasing the other Party from any indemnity and defense obligation hereunder.

10.8 Statement of the Parties' Intentions. The purpose of this Contract between the Parties is to have one set of contractual terms as a master service contract that applies to the different projects performed by CGAS for Member, instead of both Parties spending time, money, and effort to negotiate unique legal terms for each job order under which CGAS is to provide Spill Response Resources. The Parties intend that the Contract be interpreted under the choice of law prescribed within Article 15: "Choice of Law", and the Parties have drafted the language in this Contract, including the indemnity language, with the belief and intent that it fully complies with and is completely enforceable under applicable law and is to be construed that it is as broad in scope as is permissible by applicable law. If, contrary to the Parties' stated intent to have fully enforceable indemnities, a court determines that any of the indemnity obligations under this Contract are invalid, illegal, or unenforceable in any respect, these obligations will be subject only to those exceptions and limitations required for the indemnity to be and remain valid and enforceable under applicable law. The indemnities contained herein will apply notwithstanding any breach by either Party of any of the other terms and conditions of this Contract.

10.9 Notice of Claims. The Parties shall promptly give to each other notice of any claim made or proceeding commenced against either Party for which the either Party claims to be entitled to indemnification under this Contract. All notices and communications permitted or required under this Agreement shall be in writing and shall be deemed made upon acknowledgment of receipt when sent by United States mail or facsimile or personal delivery to the following addresses (or such other address or contact person designated in writing in accordance with this section 10 from time to time):

Clean Gulf Associates Services, LLC
Frankie Palmisano
634 Peters Road
Harvey, Louisiana 70058:

Member

11. Insurance. Without limiting in any way the scope of any obligations or liabilities assumed hereunder by Member or by CGAS, CGAS and the Member shall provide insurance covering each Party's indemnity obligations owed to the other under this Contract. Member and CGAS shall procure or cause to be procured and maintained for the duration of this Contract with insurance companies designated by A.M. Best Company with the rating of A- or better, the insurance policies described below.

11.1 Workers' Compensation and Employers' Liability Insurance, including coverage under the Longshoreman's & Harbor Workers' Act, where applicable. Employers' Liability Insurance shall have limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

11.2 General Liability Insurance, including contractual liability. XCU hazards (explosion, collapse and underground) and completed operations to cover liability for bodily injury and property damage with the combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence.

11.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with the combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence.

11.4 Environmental Liability Insurance, to cover losses including bodily injury, property damage and clean-up costs arising from pollution conditions that occur from the Spill Response Services, with a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence.

11.5 Protection & Indemnity Insurance, for owned or chartered watercraft used in the performance of this Contract, coverage shall include liability for bodily injury and property damage with a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence or higher as may be required by any laws or regulations of any governmental agency or subdivision. Such insurance shall be endorsed to specifically include full crew coverage, unless provided under other insurance, coverage for diving operations, if applicable, liability for seepage, pollution, containment and clean-up, collision liability, contractual liability, and removal of wreck. Such insurance shall be endorsed to delete any "as owner" clause and any other language purporting to limit coverage to liability of an insured "as owner" of the vessel.

11.6 Insurance Certificate. Upon request by the other, the Member and CGAS will provide a certificate to the other evidencing the securing of such insurance as set forth above. The insurance maintained by Member will be endorsed to name CGAS, its parent, subsidiary and related companies, and all of their subcontractors as an additional assured with a waiver of subrogation to the extent of the contractual liabilities assumed by Member in this Contract and such endorsement shall additionally provide that Member's insurance shall be primary to any policy of CGAS covering the same risks. The insurance maintained by CGAS will be endorsed to name Member, its parent, subsidiary and related companies, and all of their subcontractors as an additional assured with a waiver of subrogation to the extent of the contractual liabilities assumed by CGAS in this Contract and such endorsement shall additionally provide that

CGAS's insurance shall be primary to any policy of Member covering the same risks.

12. Force Majeure. The term "force majeure," as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control or without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lock-outs, boycotts, picketing, labor disputes or disturbances (excluding strikes, lock-outs, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the Member or CGAS, their employees, subcontractors or vendors of any of their employees), acts of the public enemy, war (declared or undeclared) compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Agreement; where such event, occurrence or compliance would render the affected Party's performance illegal or physically impossible. Neither Member nor CGAS shall be under any obligations or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failures do solely to force majeure. The Party affected by force majeure must give notice stating the time of occurrence and full particulars of the force majeure in writing, to the other party as soon as possible after the occurrence of the force majeure. The obligation of the party giving notice of force majeure shall be suspended during the continuance of the force majeure event. Nothing in this clause regarding force majeure shall be construed to relieve either party of its obligation to pay monies due under the Contract.

13. Waiver. No failure of either Party to require strict compliance with any term or requirement of this Contract in any particular instance will be deemed a waiver of that Party's right to insist on strict compliance on any other instance.

14. Term. This Contract shall have a term of five (5) years commencing on _____ 2015 and ending on _____ 2020. The term of this Contract shall be extended until completion of any outstanding spill response services provided hereunder.

15. Choice of Law. This Contract shall be governed by the general maritime laws of the United States. To the extent that the general maritime laws of the United States are not held to apply to this Contract, the laws of the State of Texas shall apply to this Contract, without regard to its Conflicts of Laws provisions therein.

Signed as of the ___ day of _____, 2015 by:

CLEAN GULF ASSOCIATES SERVICES, LLC.

Signature: _____
Printed Name: Kevin Teichman
Title: President

Member: _____
Signature: _____
Printed Name: _____
Title: _____