

T&T Marine Salvage, Inc.

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

This Agreement is entered between T&T Marine Salvage, Inc. 9723 Teichman Road, Galveston, TX 77554 ("TTMS") and
Name: _____

Address: _____

Telephone #: _____

Telefax #: _____ ("Member").

TTMS is an independent contractor engaged in providing OSRO coverage to Members of Clean Gulf Associates ("CGA"). Members of CGA, including Member, have listed the following oil spill response resources ("Spill Response Resources") in their Response Plan:

- 11 sets of rigid sweeping containment arms for deployment on vessels of opportunity.
- 2 TT-150 skimming systems for deployment on vessels of opportunity.
- Associated pumps, cranes, hoses, skimmer heads and power packs.
- Operating personnel for each system.

Member either now requires or may in the future require the Spill Response Resources. The Parties hereto intend that this Contract shall govern the provision of Spill Response Resources by TTMS 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 TTMS.

In addition to the Spill Response Resources, TTMS and its affiliated and/or subsidiary companies ("Affiliate" or "Affiliates") also provide marine salvage, hydrographic surveys, remotely operated vehicles, emergency lightering operations, offshore launch services, marine heavy lift, marine firefighting, oil spill and hazardous material spill response, emergency response consulting and management, commercial diving, ship's husbandry, in-water surveys, underwater inspections, underwater ship and structure repair, hull cleaning, Remotely Operated Vehicle (ROV) services, hydrographic surveys, subsea lightering, contaminated water diving, submerged oil recovery and other equipment and services ("Other Services"). Member either now requires or may in the future require Other Services from TTMS or its Affiliates. The parties intend that this Contract shall also govern the provision of Other Services by TTMS or its Affiliates 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 TTMS or Affiliate. If the Parties hereto execute a flat rate contract, no cure-no pay, heavy lift or similar contract for a particular job or project, then the terms of that contract shall control for that job or project to the extent inconsistent with this document. The execution of an agreement to vary the terms hereof or the use of a different form of agreement for a particular project shall not be construed to vary the terms hereof for any other ongoing or future project(s), nor shall there be any implication by course of dealing that the Parties intended for any terms other than those set out in this Contract to apply to any particular project, in the absence of an agreement so stating signed in advance of the project.

1. **Authority to act on behalf of Member.** The person(s) 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 TTMS or its Affiliate under urgent or emergency circumstances, TTMS or Affiliate is authorized to provide Spill Response Resources or Other 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 persons or classes of persons. If none, so state:

Name	Title
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Name	Title
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Name	Title
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A Member may alert TTMS or Affiliate of the possibility of a call-out under this Agreement. Upon receipt of an alert, TTMS will review its readiness to respond.

2. **Rates.** Spill Response Resources to be furnished during the term of this Contract shall be furnished at the rates reflected in the Agreement for Response Resources Agreement between TTMS and CGA. Other Services shall be provided pursuant to rates in effect by TTMS or its Affiliates at the time the Other Services are provided. In the event that TTMS procures and provides equipment and/or personnel from a third party provider, Member will be billed on a cost plus 15% basis.

3. **Availability and Mobilization.** This Contract does not obligate Member to use TTMS or its Affiliates for any particular project, nor does it obligate TTMS or its Affiliates to respond to any particular request for goods and/or services. Availability of Spill Response Resources or Other Services is subject to prior commitments. With respect to any particular project, TTMS and its Affiliates agree to use due diligence to mobilize Spill Response Resources or Other Services in accordance with the timetable agreed with Member's representative requesting the same. For planning purposes only, TTMS is capable of having the Spill Response Resources mobilized and en route to an oil spill within two (2) hours of notification to TTMS at an average speed of at least 35 miles per

hour for equipment traveling over land and 5 knots for equipment traveling by water. It is expressly understood and agreed that the foregoing is a planning standard only and is, not to be construed as a performance standard or warranty. Due to weather, traffic, and other variables, TTMS does not guarantee response within any particular time.

4. Performance of Services. In those circumstances where TTMS or an Affiliate has accepted an assignment from Member, TTMS or its Affiliate 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 TTMS or its Affiliates, the project undertaken may not be successful or the result of TTMS's or its Affiliate's efforts could worsen the given situation. Except to the extent caused by the gross negligence or willful misconduct of TTMS or its Affiliates, TTMS and/or its Affiliates 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 Spill Response Resources provided by TTMS will be due as stated herein regardless of the results obtained. Payment for Other Services provided by TTMS or its Affiliates will be due as stated herein regardless of the results obtained. Member retains the right to instruct TTMS and/or its Affiliates 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, TTMS will not dispatch Spill Response Resources to the scene of a spill until Member instructs TTMS to respond to the release. Upon receipt of such instruction, TTMS will respond to the release in the manner provided by this Contract. Upon TTMS's arrival at a release scene, Member's representative will give TTMS final authorization, either oral or written, to proceed accordingly. Charges for Spill Response Resources will be the same regardless if put to use or placed on "mobilization/standby". If TTMS and/or its Affiliates mobilize personnel and equipment at Member's request, Member will remain obligated to pay for such personnel and services on a portal to portal basis in accordance with TTMS and/or its Affiliates current price list, even if TTMS and/or its Affiliates are ordered to discontinue efforts before any services have been performed on site.

5. Information to be provided by Member. When requesting services for a particular project, Member shall provide TTMS or its Affiliates 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 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 TTMS's or its Affiliates' 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.
- Any additional information requested by TTMS or its Affiliates to effectuate the work to be performed.

Member agrees to promptly advise TTMS or its Affiliates of any additional information becoming available to it or changes or

corrections to information previously provided, it being understood that TTMS and/or its Affiliates 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 TTMS and its Affiliates with suitable and reasonable access to all work sites, including locations at which TTMS and its Affiliates may stage equipment, at no cost to TTMS or its Affiliates. 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 TTMS and its Affiliates in gaining access or attempting to gain access to the work site(s). If TTMS or its Affiliate 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, TTMS or its Affiliates 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 15% basis. It is expressly understood that under exigent circumstances, facility owners may demand premium compensation for permitting such access.

TTMS and its Affiliates will observe and require its employees and TTMS and its Affiliates' Subcontractors to observe relevant safety laws and regulations and applicable TTMS and its Affiliates safety policies and procedures. While on a Member's facilities or vessels, TTMS and its Affiliates will comply and require its employees and TTMS and its Affiliates' 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 TTMS and its Affiliates are independent contractors. TTMS and its Affiliates will at all times have the authority to and shall control the details of the work to be performed by it. All TTMS and its Affiliates' personnel shall at all times be under the sole direction of TTMS or its Affiliates.

8. Waste Disposal. Member recognizes that TTMS and its Affiliates are not required to accept any waste transportation or disposal services, in connection with Spill Response Resources provided by TTMS nor is TTMS 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. TTMS or its Affiliates 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 TTMS or its Affiliate as to how its wastes are to be handled. Upon Member's request, TTMS or its Affiliate will assist Member in arranging for the characterization of wastes and their transportation, treatment, storage and/or disposal. The failure of Member to instruct TTMS or Affiliate as to the disposition of wastes within seven (7) days of TTMS's or Affiliate's

written request for instructions, shall constitute Member's appointment of TTMS or its Affiliate 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 15% basis. In addition to the foregoing, Member agrees to pay any and all reasonable costs and attorneys' fees incurred by TTMS or its Affiliates in connection therewith. ***NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10, MEMBER AGREES TO INDEMNIFY, DEFEND AND HOLD TTMS AND ITS AFFILIATES 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 TTMS or its Affiliate, all invoices for goods and services presented by TTMS and its Affiliates 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 TTMS or its Affiliate 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 TTMS or its Affiliate. TTMS and its Affiliates 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 TTMS's or Affiliate's outstanding and expected future charges, such security to be in a form acceptable to TTMS or its Affiliate in its sole discretion. In the absence of such security, TTMS or its Affiliate may demobilize its equipment at Member's expense or contract the equipment to another party or governmental entity for future operations. In the event TTMS or its Affiliate 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 TTMS's or its Affiliate's reasonable costs associated therewith, including, without limitation, its attorneys' fees.

10. Indemnity. Nothing herein shall be construed to deprive TTMS or its Affiliates 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 TTMS OR ITS AFFILIATE - MEMBER SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS TTMS 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 TTMS OR ITS AFFILIATES, 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 TTMS'S AND TTMS'S AFFILIATES' OTHER CONTRACTORS WHICH HAVE EXECUTED A CONTRACT WITH TTMS OR ONE OF TTMS'S AFFILIATES CONTAINING CROSS INDEMNITY PROVISIONS SUBSTANTIALLY SIMILAR TO THIS PROVISION ("TTMS 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 TTMS OR ITS AFFILIATES, TTMS 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 TTMS CROSS- INDEMNIFIED CONTRACTORS.

THE PARTIES INTEND THAT THIS CROSS INDEMNITY APPLIES TO AND WILL BE FOR THE BENEFIT OF TTMS AND TTMS'S AFFILIATES' OTHER CONTRACTORS WHO HAVE INCLUDED SUBSTANTIALLY SIMILAR CROSS INDEMNITY PROVISIONS IN THEIR RESPECTIVE CONTRACTS WITH TTMS AND/ OR TTMS AFFILIATES. FOR THE APPLICATION OF THIS CROSS INDEMNITY TO SUCH OTHER CONTRACTORS, TTMS OR ITS AFFILIATE 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 TTMS'S RIGHT TO ENFORCE.

10.3 INDEMNITY FROM TTMS TO MEMBER - TTMS SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CGA, MEMBER AND MEMBER'S 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 TTMS OR ITS AFFILIATE, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES OR (ii) LOSS, DAMAGE OR DESTRUCTION OF TTMS OR AFFILIATE FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY TTMS OR AFFILIATE, 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, TTMS AND ITS AFFILIATES AGREE 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 TTMS OR ITS AFFILIATE, ITS CONTRACTORS, SUBCONTRACTORS AND INVITEES OR (ii) LOSS, DAMAGE OR DESTRUCTION OF TTMS OR AFFILIATE FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY TTMS OR AFFILIATE, 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, WHO HAVE INCLUDED SUBSTANTIALLY SIMILAR CROSS INDEMNITY PROVISIONS IN THEIR RESPECTIVE CONTRACTS WITH MEMBER OR MEMBER'S AFFILIATES. FOR THE APPLICATION OF THIS CROSS INDEMNITY TO SUCH OTHER CONTRACTORS, MEMBER 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 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 OBLIGATIONS 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 TTMS or its Affiliate for MEMBER, instead of both Parties spending time, money, and effort to negotiate unique legal terms for each job order under which TTMS or its Affiliate is to provide Spill Response Resources or Other Services. 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):

T&T Marine Salvage, Inc.
Kevin Teichman
9723 Teichman Road
Galveston, Texas 77554

Member

11. Insurance. Without limiting in any way the scope of any obligations or liabilities assumed hereunder by Member or by TTMS or its Affiliate, TTMS or its Affiliate and the Member shall provide insurance covering each Party's indemnity obligations owed to the other under this Contract. Member and TTMS or its Affiliate 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 One Million Dollars (\$1,000,000.00) per occurrence, extension of territory to the Gulf of Mexico and "in rem," alternate employer and Outer Continental Shelf coverages, including Maritime Employer's Liability (if not included in the P&I below), and blanket waiver of subrogation.

11.2 General Liability Insurance, including contractual liability and completed operations to cover liability for bodily injury and property damage with the combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, including deletion of non-owned watercraft exclusion, including blanket additional insured and waiver of subrogation, sudden & accidental pollution, action over indemnity, contractual liability sufficient to cover defense, indemnity and hold harmless provisions contained herein.

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, blanket additional insured and waiver of subrogation, and cargo legal liability to the limit of the policy.

11.6 Vessel Pollution Liability, for operated, owned or chartered watercraft used in the performance of this Agreement, the current W.Q.I.S form of policy or equivalent with limits not less than Five Million Dollars (\$5,000,000) covering The Oil Pollution Act, CERCLA and Non-OPA/Non-CERCLA.

11.7 Excess/Umbrella Insurance, providing following form coverage for Employer's Liability, Maritime Employer's Liability, General Liability, Business Automobile Liability, Vessel Pollution Liabilities, and Protection & Indemnity. Limit of Liability: Nine Million Dollars (\$9,000,000) any one accident or occurrence.

11.8 Duplication. Duplication of insurance coverage is not required. The Parties may provide the coverages and minimum limits required herein on different forms, or policies other than those specified, provided that the coverage is, in fact, provided as required by the terms of this Contract.

11.9 Insurance Certificate. Upon request by the other, the Member and TTMS or its Affiliate 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 TTMS, its Affiliates, 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 TTMS or its Affiliates covering the same risks. The insurance maintained by TTMS and its Affiliates 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 TTMS and its Affiliates in this Contract and such endorsement shall additionally provide that TTMS's and its Affiliate'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 TTMS or its Affiliates, 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 TTMS or its Affiliate 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 due 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 _____ 2017 and ending on _____ 2022. 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 _____, 2017 by:

T&T MARINE SALVAGE, INC.

Signature: _____

Printed Name: Kevin Teichman

Title: Vice President

Member: _____

Signature: _____

Printed Name: _____

Title: _____