

RESOLVE SALVAGE & FIRE (AMERICAS), INC.

OPA-90 VESSEL RESPONSE PLAN CITATION & SALVAGE AND MARINE FIRE-FIGHTING FUNDING AGREEMENT

BETWEEN:

(the “Vessel Owner/Operator”)

and

**RESOLVE SALVAGE & FIRE (AMERICAS), INC.
(the “Resource Provider”)**

WHEREAS:

- A.** The Vessel Owner/Operator is required to comply with Title 33 Part 155 of the United States Code of Federal Regulations (“33 CFR 155”) specifically 33 CFR 155 Subpart I - Salvage and Marine Fire Fighting (the “Regulations”).
- B.** The Resource Provider is a qualified provider of salvage and marine firefighting services (the “Services”) as listed in the Regulations.
- C.** The Vessel Owner/Operator and the Resource Provider wish to agree to terms for the planning and provision of the Services as set out in this Agreement in respect to the vessels listed in Appendix D of this Agreement.

IT IS HEREBY AGREED THAT:

- 1. The Vessel Owner/Operator will name the Resource Provider as the primary salvage and marine firefighting resource provider in the Vessel Owner/Operator’s Vessel Response Plan in the Captain of the Port (“COTP”) zones as listed in Appendix C.
- 2. The Resource Provider hereby consents to be named as the primary salvage and marine firefighting resource provider in the Vessel Owner/Operator’s Vessel Response Plan. The Vessel Owner/Operator may make this consent available to the Coast Guard for inspection as provided in 33 CFR 155.4045 (c) of the Regulations including provision of a copy of this Agreement to the Vessel or to a Qualified Individual located in the United States.
- 3. The Resource Provider will maintain the capability to provide in the COTP zones the Services as listed in Appendix C and in accordance with the Regulations.

Obligations of the Resource Provider

4. The Resource Provider warrants that:
 - 4.1 it meets the adequacy criteria for salvors and marine firefighters as specified in 33 CFR 155.4050 (b) (1) to (15) of the Regulations and will maintain such status for the duration of this Agreement;
 - 4.2 it is capable of providing the Services in accordance with the planned response timeframes listed in Table 155.4030 (b) of the Regulations and will maintain such capability and intends to commit to meet the Vessel Response Plan requirements for the duration of this Agreement.

Obligations of the Vessel Owner/Operator

5. It is hereby agreed that the Vessel Owner/Operator will:
 - 5.1 Name the Resource Provider as the primary salvage and marine firefighting resource provider in the Vessel Owner/Operator's Vessel Response Plan and will provide a copy of the effective edition of that Plan to the Resource Provider;
 - 5.2 Provide to the Resource Provider the required pre-incident information and arrangements listed in 33 CFR 155.1035 (c) of the Regulations.

Activation of the Vessel Response Plan

It is hereby agreed that:

6. The Resource Provider intends to commit to support the Vessel Owner/Operator's Vessel Response Plan which will be activated in accordance with the Vessel Owner/Operators' procedures.
7. Following activation of the Vessel Response Plan the Vessel Owner/Operator will notify the Resource Provider by one of the methods of communication set out in Appendix B to this Agreement of an incident requiring a salvage and/or firefighting response. The Resource Provider will give immediate written acknowledgement to the Vessel Owner/Operator's notification of such an incident and give confirmation that the Resource Provider is responding to the Vessel Owner/Operator's notification.
8. At the time of confirmation that the Resource Provider is responding the Vessel Owner/Operator will enter into a Salvage Agreement with the Resource Provider for the provision of the Services under the terms provided for in clauses 11, 12 and 13 of this Agreement. Should it not be possible for parties to mutually agree which form of Salvage Agreement is to be used the decision shall be referred to a sole Arbitrator in accordance with clause 16 of this agreement and whose decision shall be final and binding on both parties.

It is however agreed and understood that the response by the Resource Provider shall in no way whatsoever be delayed or interrupted pending agreement between the parties and/or the delivery of the Arbitrator's decision. The Salvage Agreement shall be deemed to be effective as from the time at which the response began and will be signed by or on behalf of the Resource Provider and Vessel Owner/Operator as soon as reasonably practicable.

9. The Vessel Owner/Operator shall, at its own expense, have the right to appoint a representative to attend onboard the Vessel during the Services and with whom the Resource Provider's salvage master may consult.

Remuneration for the Services

10. From the time of activation of the Vessel Response Plan the Service Provider will maintain a schedule of all expenses incurred in respect of the Service Provider's personnel, craft and equipment including sub contractors and any out of pocket expenses incurred pursuant to the Services.
11. The expenses referred to in clause 10 of this Agreement shall be calculated according to the Scopic rates as set out in Appendix A of this Agreement subject to any revision from time to time by the Scopic committee and subject to a 25% premium on all personnel, craft and equipment until demobilized to the point of origin.
12. In the event that the Vessel and/or her cargo are not in imminent danger through threat of fire, explosion, sinking or grounding or pose a substantial threat to the environment the Resource Provider and the Vessel Owner/Operator may agree that the Services be provided on the basis of a TOWHIRE or WRECKHIRE contract or such other generally accepted industry standard contract as the parties may agree, suitably amended, and tariff rates as referred to in Clause 11 of this Agreement.
13. In the event that the Vessel and/or her cargo is in imminent danger through threat of fire, explosion, sinking or grounding or pose a substantial threat to the environment the Resource Provider and the Vessel Owner/Operator may agree that the Services be provided on the basis of a Lloyds Open Form with Scopic incorporated.
14. The remuneration for the services provided pursuant to clause 13 of this Agreement shall be determined by mutual agreement between the parties or by the Arbitrator appointed by the Council of Lloyds in London in the manner described by the Lloyds Standard Salvage and Arbitration Clauses (the "LSSA Clauses") and Lloyds Procedural Rules together with any subsequent amendments thereto.
15. The Resource Provider shall be entitled to security for payment for the Services in accordance with the security provisions of the appropriate contract form but will in any event retain all rights of lien over the Vessel, her cargo bunkers, stores and freight at risk.

16. Any dispute arising under the remuneration calculated in accordance with clauses 10 and 11 of this Agreement shall be referred to the arbitrament of a sole Arbitrator, to be selected by the first party claiming arbitration from the persons currently on the panel of Lloyd's Salvage Arbitrators with a right of appeal from an award made by the Arbitrator to either party by notice in writing to the other within 28 days of the date of publication of the original Arbitrator's Award. The Arbitrator on appeal shall be the person currently acting as Lloyd's Appeal Arbitrator. No suit shall be brought before another Tribunal, or in another jurisdiction, except that either party shall have the option to bring proceedings to obtain conservative seizure or other similar remedy against any assets owned by either party or other similar remedy against any assets owned by the other party in any state or jurisdiction where such assets may be found. Both the Arbitrator and Appeal Arbitrator shall have the same powers as the Arbitrator and Appeal Arbitrator under LOF 20 or any standard revision thereof, including power to order a payment on account of any monies due to the Resource Provider pending final determination of any dispute between the Resource Provider and the Vessel Owner/Operator.

Term

17. This Agreement shall be in effect from _____ and will continue in force for a period of 12 months after which it will be automatically renewed unless otherwise agreed by the parties to this Agreement.

Law and Jurisdiction

18. This Agreement shall be subject to English law and jurisdiction.

Executed this date, _____, by

Vessel Owner/Operator



Resolve Salvage & Fire (Americas), Inc.

Print Name

Print Name

APPENDIX A (SCOPIC)

1. PERSONNEL

- (a) The daily tariff rate, or pro rata for part thereof, for personnel reasonably engaged on the contract, including any necessary time in proceeding to and returning from the casualty, shall be as follows:
- | | |
|--|-----------|
| Office administration, including communications | US\$1,275 |
| Salvage Master | US\$1,900 |
| Naval Architect or Salvage Officer/Engineer | US\$1,585 |
| Assistant Salvage Officer/Engineer | US\$1,270 |
| Diving Supervisor | US\$1,270 |
| HSE qualified diver or his equivalent but excluding saturation or mixed gas drivers (whose rate should be agreed with the SCR or determined by the Arbitrator) | US\$1,140 |
| Salvage Foreman | US\$ 950 |
| Riggers, Fitters, Equipment Operators | US\$ 760 |
| Specialist Advisors – Fire Fighters, Chemicals, Pollution Control | US\$1,275 |
- (b) The crews of tugs, and other craft, normally aboard that tug or craft for the purpose of its customary work are included in the tariff rate for that tug or craft but when because of the nature and/or location of the services to be rendered, it is a legal requirement for an additional crew member or members to be aboard the tug or craft, the cost of such additional crew will be paid.
- (c) The rates for any personnel not set out above shall be agreed with the SCR or, failing agreement, be determined by the Arbitrator.
- (d) For the avoidance of doubt, personnel are "reasonably engaged on the contract" within the meaning of Appendix A sub-clause 1(a) hereof if, in addition to working, they are eating, sleeping or otherwise resting on site or travelling to or from the site; personnel who fall ill or are injured while reasonably engaged on the contract shall be charged for at the appropriate daily tariff rate until they are demobilised but only if it was reasonable to mobilise them in the first place.
- (e) SCOPIC remuneration shall cease to accrue in respect of personnel who die on site from the date of death.

2. TUGS AND OTHER CRAFT

- (a) (i) Tugs, which shall include salvage tugs, harbour tugs, anchor handling tugs, coastal/ocean towing tugs, off-shore support craft, and any other work boat in excess of 500 b.h.p., shall be charged at the following rates, exclusive of fuel or lubricating oil, for each day, or pro rata for part thereof, that they are reasonably engaged in the services, including proceeding towards the casualty from the tugs location when SCOPIC is invoked or when the tugs are mobilised (whichever is the later) and from the tugs position when their involvement in the services terminates to a reasonable location having due regard to their employment immediately prior to their involvement in the services and standing by on the basis of their certificated b.h.p.:
- | | |
|--|----------|
| For each b.h.p. up to 5,000 b.h.p. | US\$2.80 |
| For each b.h.p. between 5,001 & 12,000 b.h.p. | US\$2.00 |
| For each b.h.p. between 12,001 & 20,000 b.h.p. | US\$1.40 |
| For each b.h.p. over 20,000 b.h.p. | US\$0.70 |
- (ii) Any tug which has aboard certified fire fighting equipment shall, in addition to the above rates, be paid:
- | |
|---|
| US\$690 per day, or pro rata for part thereof, if equipped with Fi Fi 0.5 |
| US\$1,375 per day, or pro rata for part thereof, if equipped with Fi Fi 1.0 |
- for that period in which the tug is engaged in fire fighting necessitating the use of the certified fire fighting equipment.
- (iii) Any tug which is certified as "Ice Class" shall, in addition to the above, be paid US\$1,375 per day, or pro rata for part thereof, when forcing or breaking ice during the course of services including proceeding to and returning from the casualty.
- (iv) For the purposes of paragraph 2(a)(i) hereof tugs shall be remunerated for any reasonable delay or deviation for the purposes of taking on board essential salvage equipment, provisions or personnel which the Contractor reasonably anticipates he shall require in rendering the services which would not normally be found on vessels of the tugs size and type.
- (b) Any launch or work boat of less than 500 b.h.p. shall, exclusive of fuel and lubricating oil, be charged at a rate of US\$4.15 for each b.h.p.
- (c) Any other craft, not falling within the above definitions, shall be charged out at a market rate for that craft, exclusive of fuel and lubricating oil, such rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- (d) All fuel and lubricating oil consumed during the services shall be paid at cost of replacement and shall be treated as an out of pocket expense.
- (e) For the avoidance of doubt, the above rates shall not include any portable salvage equipment normally aboard the tug or craft and such equipment shall be treated in the same manner as portable salvage equipment and the Contractors shall be reimbursed in respect thereof in accordance with Appendix A paragraphs 3 and 4(i) and (ii) hereof.
- (f) SCOPIC remuneration shall cease to accrue in respect of tugs and other craft which become a commercial total loss from the date they stop being engaged in the services plus a reasonable period for demobilisation (if appropriate) PROVIDED that such SCOPIC remuneration in respect of demobilisation shall only be payable if the commercial total loss arises whilst engaged in the services and through no fault of the Contractors, their servants, agents or sub-contractors.

<u>Equipment</u>	<u>Rate – US\$</u>	<u>Equipment</u>	<u>Rate – US\$</u>
<u>Welding & Cutting Equipment</u>		<u>Storage Equipment</u>	
Bolt Gun	380	12' Container	32
Oxy-acetylene Surface Cutting Gear	32	20' Container	50
Underwater Cutting Gear	64		
Underwater Welding Kit	64		
250 Amp Welder	190		
400 Amp Welder	253		

- (b) Any portable salvage equipment engaged but not set out above shall be charged at a rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- (c) The total charge (before bonus) for each item of portable salvage equipment, owned by the contractor, shall not exceed the manufacturer's recommended retail price on the last day of the services multiplied by 2.0.
- (d) Compensation for any portable salvage equipment lost or destroyed during the services shall be paid at the replacement cost. (Provided that the total of such compensation and the daily tariff rate (before bonus) in respect of that item does not exceed the actual cost of replacing the item at the Contractor's base with the most similar equivalent new item multiplied by 2.5.)
- (e) All consumables such as welding rods, boiler suits, small ropes etc. shall be charged at cost and shall be treated as an out of pocket expense.
- (f) The Contractor shall be entitled to remuneration at a stand-by rate of 50% of the full tariff rate plus bonus for any portable salvage equipment reasonably mobilised but not used during the salvage operation provided
 - (i) It has been mobilised with the prior agreement of the owner of the vessel or its mobilisation was reasonable in the circumstances of the casualty, or
 - (ii) It comprises portable salvage equipment normally aboard the tug or craft that would have been reasonably mobilised had it not already been aboard the tug or craft.
- (g) SCOPIC remuneration shall cease to accrue in respect of portable salvage equipment which becomes a commercial total loss from the date it ceases to be useable plus a reasonable period for demobilisation (if appropriate) PROVIDED that such SCOPIC remuneration in respect of demobilisation shall only be payable if the commercial total loss arises while it is engaged in the services and through no fault of the Contractors, their servants, agents or sub-contractors.

4. DOWNTIME

If a tug or piece of portable salvage equipment breaks down or is damaged without fault on the part of the Contractor, his servants, agents or sub-contractors and as a direct result of performing the services it should be paid for during the repair while on site at the stand-by rate of 50% of the tariff rate plus uplift pursuant to sub-clause 5(iv) of the SCOPIC clause.

If a tug or piece of portable salvage equipment breaks down or otherwise becomes inoperable without fault on the part of the Contractor, his servants, agents or sub-contractors and as a direct result of performing the services and cannot be repaired on site then:

- (i) If it is not used thereafter but remains on site then no SCOPIC remuneration is payable in respect of that tug or piece of portable salvage equipment from the time of the breakdown.
- (ii) If it is removed from site, repaired and reasonably returned to the site for use SCOPIC remuneration at the standby rate of 50% of the tariff rate plus bonus pursuant to sub-clause 5(iv) of the SCOPIC clause shall be payable from the breakdown to the date it is returned to the site.
- (iii) If it is removed from the site and not returned SCOPIC remuneration ceases from the breakdown but is, in addition, payable for the period that it takes to return it directly to base at the stand-by rate of 50% of the tariff rate plus bonus pursuant to sub-clause 5(iv) of the SCOPIC clause.

APPENDIX B

RESOLVE SALVAGE & FIRE (Americas), Inc.
OPA-90 VESSEL RESPONSE PLAN CITATION
& SALVAGE AND MARINE FIRE-FIGHTING
FUNDING AGREEMENT

EMERGENCY CONTACT INFORMATION

24 Hour Phone Confirmation

+1 (954) 764-8700

24 Hour E-Mail Confirmation

EMX@resolvemarine.com

RESOLVE SALVAGE & FIRE (Americas), Inc.

OPA-90 VESSEL RESPONSE PLAN CITATION
& SALVAGE AND MARINE FIRE-FIGHTING
FUNDING AGREEMENT

USCG Captain of the Port Zone Coverages
In Accordance with 33 CFR, Table 155.4030(b)

COTP ZONE	ASSESSMENT AND SURVEY						STABILIZATION						SALVAGE OPS			MARINE FIREFIGHTING			FULL OPA90 COMPLIANCE	
	(1)(i)(A)	(1)(i)(B)	(1)(i)(C)	(1)(i)(D)	(1)(i)(E)	(1)(i)(A)	(1)(ii)(B)	(1)(ii)(C)	(1)(ii)(D)	(1)(ii)(E)	(1)(ii)(F)	(1)(ii)(G)	(1)(iii)(A)	(1)(iii)(B)	(1)(iii)(C)	(2)(i)(A)	(2)(i)(B)	(2)(ii)(A)		(2)(ii)(B)
Baltimore	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Boston	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Buffalo (Buffalo and Cleveland)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Charleston	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Columbia River	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Corpus Christi	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Delaware Bay	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Detroit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Duluth	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Guam	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Hampton Roads	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Honolulu	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Houston-Galveston	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Jacksonville	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Key West	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lake Michigan	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Long Island Sound	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Los Angeles-Long Beach	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lower Mississippi River	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Miami	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mobile	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Morgan City	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
New Orleans	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
New York	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
North Carolina	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Northern New England	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Ohio Valley	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Pittsburgh	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Port Arthur and Lake Charles	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Prince William Sound	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
San Diego	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
San Francisco	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
San Juan	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Sault Ste Marie	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Savannah	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Southeast Alaska (Juneau)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Seattle (Puget Sound)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Southeastern New England	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
St. Petersburg (Tampa)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Upper Mississippi River	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Western Alaska	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

