

RESOLVE SALVAGE & FIRE (AMERICAS), INC.

OPA 90 VESSEL RESPONSE PLAN CITATION & SALVAGE AND MARINE FIREFIGHTING 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. Such Services will be provided under a Lloyd’s Standard Salvage Contract 2000 (“Salvage Agreement”) with Scopic incorporated together with Clause G amended and Scopic rates as set out in Appendix A and hereby signed by the parties to this Agreement.

Obligations of the Resource Provider

4. The Resource Provider warrants that:
 - 4.1 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 is committed to meet the Vessel Response Plan requirements for the duration of this Agreement;
 - 4.2 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.

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 is committed to support of the Vessel Owner/Operator's Vessel Response Plan which will be activated once the master of the Vessel has determined that the resources and personnel available on board may not meet the needs of an actual or potential incident.
7. Upon 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. The Resource Provider will give immediate written acknowledgement to the Vessel Owner/Operator's notification of activation of the Vessel Response Plan 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 new Salvage Agreement on behalf of the vessel, her cargo, freight, bunkers and stores and any other property thereon in the terms of the

Salvage Agreement as attached hereto at Appendix A. This new Salvage Agreement shall be effective upon activation of the Vessel Response Plan. This Salvage Agreement will be signed by or on behalf of the Resource Provider and the Vessel Owner/Operator as soon as reasonably practicable.

Remuneration for the Services

9. All Services shall be provided pursuant to the Salvage Agreement entered into in respect of each incident and the sole remuneration for the Services provided by the Resource Provider shall be pursuant to the Salvage Agreement and shall be determined by arbitration in London in the manner prescribed by Lloyds Standard Salvage and Arbitration Clauses (the "LSSA Clauses") and Lloyds Procedural Rules together with any subsequent amendments thereto.
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. In the event that such expenses including uplifts do not exceed or are not anticipated to exceed the sum of USD750,000 and the total salvaged fund exceeds USD750,000 then notwithstanding the terms of clauses 8 and 9 of this Agreement the Resource Provider and the Vessel Owner/Operator agree that the total of such expenses shall be the remuneration for 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 the following uplift:
 - (a) Plus 50% emergency response premium on all personnel, craft and equipment for the first 24 hours of the Services after the confirmation given pursuant to clause 7 of this Agreement that the Resource Provider is responding to the Vessel Owner/Operator's notification;
 - (b) Plus 25% premium on all personnel, craft and equipment after the first 24 hours of the Services until demobilized to the point of origin.
12. The remuneration for the Services calculated pursuant to clauses 10 and 11 of this Agreement shall be paid by the Vessel Owner/Operator within 15 days of the invoice for the remuneration of the Services being submitted by the Resource Provider. If any sums which become due and payable are not actually received by the Resource Provider within 15 days of the submission of the invoice they shall attract interest at the rate of 1.5% per month.
13. Until such time as the payment referred to in clause 12 of this Agreement is made in full then the Resource Provider shall retain all rights pursuant to the Salvage Agreement referred to in clauses 8 and 9 to this Agreement including but not limited

to all rights of lien over all of the property referred to in Box 2 of the Salvage Agreement.

14. 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 2000 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

15. 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

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

Executed this date, _____, by

Vessel Owner/Operator

Resolve Salvage & Fire (Americas), Inc.

APPENDIX A TO OPA 90 VESSEL RESPONSE PLAN CITATION & SALVAGE AND MARINE FIREFIGHTING FUNDING AGREEMENT



RESOLVE
Marine Group, Inc.



LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(Approved and Published by the Council of Lloyd's)

NO CURE – NO PAY

<p>1 Name of the salvage Contractors:</p> <p>(referred to in this agreement as “the Contractors”)</p>	<p>2 Property to be salvaged:</p> <p>The vessel:</p> <p>her cargo freight bunkers stores and any other property thereon but excluding the personal effects or baggage of passengers master or crew (referred to in this agreement as “the property”)</p>
<p>3 Agreed place of safety:</p>	<p>4 Agreed currency of any arbitral award and security (if other than United States dollars)</p>
<p>5 Date of this agreement</p>	<p>6 Place of agreement</p>
<p>7 Is the Scopic Clause incorporated into this agreement? State alternative: Yes/No</p>	
<p>8 Person signing for and on behalf of the Contractors</p> <p>Signature:</p>	<p>9 Captain or other persons signing for an on behalf of the property</p> <p>Signature:</p>

- A Contractors' basic obligation:** The Contractors identified in Box 1 hereby agree to use their best endeavours to salvage the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is inserted in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractors shall take the property to a place of safety.
- B Environmental protection:** While performing the salvage services the Contractors shall also use their best endeavours to prevent or minimise damage to the environment.
- C Scopic Clause:** Unless the word “No” in Box 7 has been deleted this agreement shall be deemed to have been made on the basis that the Scopic Clause is not incorporated and forms no part of this agreement. If the word “No” is deleted in Box 7 this shall not of itself be construed as a notice invoking the Scopic Clause within the meaning of sub-clause 2 thereof.

- D Effect of other remedies:** Subject to the provisions of the International Convention on Salvage 1989 as incorporated into English law (“the Convention”) relating to special compensation and to the Scopic Clause if incorporated the Contractors services shall be rendered and accepted as salvage services upon the principle of “no cure - no pay” and any salvage remuneration to which the Contractors become entitled shall not be diminished by reason of the exception to the principle of “no cure - no pay” in the form of special compensation or remuneration payable to the Contractors under a Scopic Clause.
- E Prior services:** Any salvage services rendered by the Contractors to the property before and up to the date of this agreement shall be deemed to be covered by this agreement.
- F Duties of property owners:** Each of the owners of the property shall cooperate fully with the Contractors. In particular:
- i the Contractors may make reasonable use of the vessel’s machinery gear and equipment free of expense provided that the Contractors shall not unnecessarily damage abandon or sacrifice any property on board;
 - ii the Contractors shall be entitled to all such information as they may reasonably require relating to the vessel or the remainder of the property provided such information is relevant to the performance of the services and is capable of being provided without undue difficulty or delay;
 - iii the owners of the property shall co-operate fully with the Contractors in obtaining entry to the place of safety stated in Box 3 or agreed or determined in accordance with Clause A.
- G. Rights of termination:** When there is no longer any reasonable prospect of a useful result leading to a salvage reward in accordance with Convention Articles 12 and/or 13 either the owners of the vessel or the Contractors shall be entitled to terminate the services hereunder by giving reasonable prior written notice to the other only if the Contractor is not restrained from demobilising his equipment by Government, Local or Port Authorities or any other officially recognized body having jurisdiction over the area where the services are being rendered.
- H Deemed performance:** The Contractors’ services shall be deemed to have been performed when the property is in a safe condition in the place of safety stated in Box 3 or agreed or determined in accordance with clause A. For the purpose of this provision the property shall be regarded as being in safe condition notwithstanding that the property (or part thereof) is damaged or in need of maintenance if (i) the Contractors are not obliged to remain in attendance to satisfy the requirements of any port or harbour authority, governmental agency or similar authority and (ii) the continuation of skilled salvage services from the Contractors or other salvors is no longer necessary to avoid the property becoming lost or significantly further damaged or delayed.
- I Arbitration and the LSSA Clauses:** The Contractors remuneration and/or special compensation shall be determined by arbitration in London in the manner prescribed by Lloyds Standard Salvage and Arbitration Clauses (“the LSSA Clauses”) and Lloyd’s Procedural Rules. The provisions of the LSSA Clauses and Lloyd’s Procedural Rules are deemed to be incorporated in this agreement and form an integral part hereof. Any other difference arising out of this agreement or the operations hereunder shall be referred to arbitration in the same way.
- J Governing law:** This agreement and any arbitration hereunder shall be governed by English law.
- K Scope of authority:** The Master or other person signing this agreement on behalf of the property identified in Box 2 enters into this agreement as agent for the respective owners thereof and binds each (but not the one for the other or himself personally) to the due performance thereof.
- L Inducements prohibited:** No person signing this agreement or any party on whose behalf it is signed shall at any time or in any manner whatsoever offer provide make give or promise to provide or demand or take any form of inducement for entering into this agreement.

IMPORTANT NOTICES

- 1 Salvage security.** As soon as possible the owners of the vessel should notify the owners of other property on board that this agreement has been made. If the Contractors are successful the owners of such property should note that it will become necessary to provide the Contractors with salvage security promptly in accordance with Clause 4 of the LSSA Clauses referred to in Clause I. The provision of General Average security does not relieve the salvaged interests of their separate obligation to provide salvage security to the Contractors.
- 2 Incorporated provisions.** Copies of the Scopic Clause; the LSSA Clauses and Lloyd’s Procedural Rules may be obtained from (i) the Contractors or (ii) the Salvage Arbitration Branch at Lloyd’s, One Lime Street, London EC3M 7HA.

SCOPIC CLAUSE**1. General**

This SCOPIC clause is supplementary to any Lloyd's Form Salvage Agreement "No Cure - No Pay" ("Main Agreement") which incorporates the provisions of Article 14 of the International Convention on Salvage 1989 ("Article 14"). The definitions in the Main Agreement are incorporated into this SCOPIC clause. If the SCOPIC clause is inconsistent with any provisions of the Main Agreement or inconsistent with the law applicable hereto, the SCOPIC clause, once invoked under sub-clause 2 hereof, shall override such other provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, the method of assessing Special Compensation under Convention Article 14(1) to 14(4) inclusive shall be substituted by the method of assessment set out hereinafter. If this SCOPIC clause has been incorporated into the Main Agreement the Contractor may make no claim pursuant to Article 14 except in the circumstances described in sub-clause 4 hereof. For the purposes of liens and time limits the services hereunder will be treated in the same manner as salvage.

2. Invoking the SCOPIC Clause

The Contractor shall have the option to invoke by written notice to the owners of the vessel the SCOPIC clause set out hereafter at any time of his choosing regardless of the circumstances and, in particular, regardless of whether or not there is a "threat of damage to the environment". The assessment of SCOPIC remuneration shall commence from the time the written notice is given to the owners of the vessel and services rendered before the said written notice shall not be remunerated under this SCOPIC clause at all but in accordance with Convention Article 13 as incorporated into the Main Agreement ("Article 13").

3. Security for SCOPIC Remuneration

- (i) The owners of the vessel shall provide to the Contractor within 2 working days (excluding Saturdays and Sundays and holidays usually observed at Lloyd's) after receiving written notice from the contractor invoking the SCOPIC clause, a bank guarantee or P&I Club letter (hereinafter called "the Initial Security") in a form reasonably satisfactory to the Contractor providing security for his claim for SCOPIC remuneration in the sum of US\$3 million, inclusive of interest and costs.
- (ii) If, at any time after the provision of the Initial Security the owners of the vessel reasonably assess the SCOPIC remuneration plus interest and costs due hereunder to be less than the security in place, the owners of the vessel shall be entitled to require the Contractor to reduce the security to a reasonable sum and the Contractor shall be obliged to do so once a reasonable sum has been agreed.
- (iii) If at any time after the provision of the Initial Security the Contractor reasonably assesses the SCOPIC remuneration plus interest and costs due hereunder to be greater than the security in place, the Contractor shall be entitled to require the owners of the vessel to increase the security to a reasonable sum and the owners of the vessel shall be obliged to do so once a reasonable sum has been agreed.
- (iv) In the absence of agreement, any dispute concerning the proposed Guarantor, the form of the security or the amount of any reduction or increase in the security in place shall be resolved by the Arbitrator.

4. Withdrawal

If the owners of the vessel do not provide the Initial Security within the said 2 working days, the Contractor, at his option, and on giving notice to the owners of the vessel, shall be entitled to withdraw from all the provisions of the SCOPIC clause and revert to his rights under the Main Agreement including Article 14 which shall apply as if the SCOPIC clause had not existed. PROVIDED THAT this right of withdrawal may only be exercised if, at the time of giving the said notice of withdrawal the owners of the vessel have still not provided the Initial Security or any alternative security which the owners of the vessel and the Contractor may agree will be sufficient.

5. Tariff Rates.

- (i) SCOPIC remuneration shall mean the total of the tariff rates of personnel; tugs and other craft; portable salvage equipment; out of pocket expenses; and bonus due.
- (ii) SCOPIC remuneration in respect of all personnel; tugs and other craft; and portable salvage equipment shall be assessed on a time and materials basis in accordance with the Tariff set out in Appendix "A". This tariff will apply until reviewed and amended by the SCR Committee in accordance with Appendix B(1)(b). The tariff rates which will be used to calculate SCOPIC remuneration are those in force at the time the salvage services take place.
- (iii) "Out of pocket" expenses shall mean all those monies reasonably paid by or for and on behalf of the Contractor to a third party and in particular includes the hire of men, tugs, other craft and equipment used and other expenses reasonably necessary for the operation. They will be agreed at cost, PROVIDED THAT:
 - (a) If the expenses relate to the hire of men, tugs, other craft and equipment from another ISU member or their affiliate(s), the amount due will be calculated on the tariff rates set out in Appendix "A" regardless of the actual cost.
 - (b) If men, tugs, other craft and equipment are hired from any party who is not an ISU member and the hire rate is greater than the tariff rates referred to in Appendix "A" the actual cost will be allowed in full, subject to the Special Casualty Representative ("SCR") being satisfied that in the particular circumstances of the case, it was reasonable for the Contractor to hire such items at that cost. If an SCR is not appointed or if there is a dispute, then the Arbitrator shall decide whether the expense was reasonable in all the circumstances.
 - (c) Any out of pocket expense incurred during the course of the service in a currency other than US dollars shall for the purpose of the SCOPIC clause be converted to US dollars at the rate prevailing at the termination of the services.
- (iv) In addition to the rates set out above and any out of pocket expenses, the Contractor shall be entitled to a standard bonus of 25% of those rates except that if the out of pocket expenses described in sub-paragraph 5(iii)(b) exceed the applicable tariff rates in Appendix "A" the Contractor shall be entitled to a bonus such that he shall receive in total
 - (a) The actual cost of such men, tugs, other craft and equipment plus 10% of the cost, or
 - (b) The tariff rate for such men, tugs, other craft and equipment plus 25% of the tariff rate whichever is the greater.

6. Article 13 Award

- (i) The salvage services under the Main Agreement shall continue to be assessed in accordance with Article 13, even if the Contractor has invoked the SCOPIC clause. SCOPIC remuneration as assessed under sub-clause 5 above will be payable only by the owners of the vessel and only to the extent that it exceeds the total Article 13 Award (or, if none, any potential Article 13 Award) payable by all salvaged interests (including cargo, bunkers, lubricating oil and stores) before currency adjustment and before interest and costs even if the Article 13 Award or any part of it is not recovered.
- (ii) In the event of the Article 13 Award or settlement being in a currency other than United States dollars it shall, for the purposes of the SCOPIC clause, be exchanged at the rate of exchange prevailing at the termination of the services under the Main Agreement.

- (iii) The salvage Award under Article 13 shall not be diminished by reason of the exception to the principle of "No Cure - No Pay" in the form of SCOPIC remuneration.

7. Discount

If the SCOPIC clause is invoked under sub-clause 2 hereof and the Article 13 Award or settlement (before currency adjustment and before interest and costs) under the Main Agreement is greater than the assessed SCOPIC remuneration then, notwithstanding the actual date on which the SCOPIC remuneration provisions were invoked, the said Article 13 Award or settlement shall be discounted by 25% of the difference between the said Article 13 Award or settlement and the amount of SCOPIC remuneration that would have been assessed had the SCOPIC remuneration provisions been invoked on the first day of the services.

8. Payment of SCOPIC Remuneration

- (i) The date for payment of any SCOPIC remuneration which may be due hereunder will vary according to the circumstances.
 - (a) If there is no potential salvage award within the meaning of Article 13 as incorporated into the Main Agreement then, subject to Appendix B(5)(c)(iv), the undisputed amount of SCOPIC remuneration due hereunder will be paid by the owners of the vessel within 1 month of the presentation of the claim. Interest on sums due will accrue from the date of termination of the services until the date of payment at the US prime rate plus 1%.
 - (b) If there is a claim for an Article 13 salvage award as well as a claim for SCOPIC remuneration, subject to Appendix B(5)(c)(iv), 75% of the amount by which the assessed SCOPIC remuneration exceeds the total Article 13 security demanded from ship and cargo will be paid by the owners of the vessel within 1 month and any undisputed balance paid when the Article 13 salvage award has been assessed and falls due. Interest will accrue from the date of termination of the services until the date of payment at the US prime rate plus 1%.
- (ii) The Contractor hereby agrees to give an indemnity in a form acceptable to the owners of the vessel in respect of any overpayment in the event that the SCOPIC remuneration due ultimately proves to be less than the sum paid on account.

9. Termination

- (i) The Contractor shall be entitled to terminate the services under the SCOPIC clause and the Main Agreement by written notice to owners of the vessel with a copy to the SCR (if any) and any Special Representative appointed if the total cost of his services to date and the services that will be needed to fulfil his obligations hereunder to the property (calculated by means of the tariff rate but before the bonus conferred by sub-clause 5(iii) hereof) will exceed the sum of:
 - (a) The value of the property capable of being salvaged; and
 - (b) All sums to which he will be entitled as SCOPIC remuneration
- (ii) The owners of the vessel may at any time terminate the obligation to pay SCOPIC remuneration after the SCOPIC clause has been invoked under sub-clause 2 hereof provided that the Contractor shall be entitled to at least 5 clear days' notice of such termination. In the event of such termination the assessment of SCOPIC remuneration shall take into account all monies due under the tariff rates set out in Appendix A hereof including time for demobilisation to the extent that such time did reasonably exceed the 5 days' notice of termination.
- (iii) The termination provisions contained in sub-clause 9(i) and 9(ii) above shall only apply if the Contractor is not restrained from demobilising his equipment by Government, Local or Port Authorities or any other officially recognised body having jurisdiction over the area where the services are being rendered.

10. Duties of Contractor

The duties and liabilities of the Contractor shall remain the same as under the Main Agreement, namely to use his best endeavours to save the vessel and property thereon and in so doing to prevent or minimise damage to the environment.

11. Article 18 – 1989 Salvage Convention

The Contractor may be deprived of the whole or part of the payment due under the SCOPIC clause to the extent that the salvage operations there under have become necessarily or more difficult or more prolonged or the salvaged fund has been reduced or extinguished because of fault or neglect on its part or if the Contractor has been guilty of fraud or other dishonest conduct.

12. Special Casualty Representative ("SCR")

Once this SCOPIC clause has been invoked in accordance with sub-clause 2 hereof the owners of the vessel may at their sole option appoint an SCR to attend the salvage operation in accordance with the terms and conditions set out in Appendix B. Any SCR so appointed shall not be called upon by any of the parties hereto to give evidence relating to non-salvage issues.

13. Special Representatives

At any time after the SCOPIC clause has been invoked the Hull and Machinery underwriter (or, if more than one, the lead underwriter) and one owner or underwriter of all or part of any cargo on board the vessel may each appoint one special representative (hereinafter called respectively the "Special Hull Representative" and the "Special Cargo Representative" and collectively called the "Special Representatives") at the sole expense of the appointor to attend the casualty to observe and report upon the salvage operation on the terms and conditions set out in Appendix C hereof. Such Special Representatives shall be technical men and not practising lawyers.

14. Pollution Prevention

The assessment of SCOPIC remuneration shall include the prevention of pollution as well as the removal of pollution in the immediate vicinity of the vessel insofar as this is necessary for the proper execution of the salvage but not otherwise.

15. General Average

SCOPIC remuneration shall not be a General Average expense to the extent that it exceeds the Article 13 Award; any liability to pay such SCOPIC remuneration shall be that of the Shipowner alone and no claim whether direct, indirect, by way of indemnity or recourse or otherwise relating to SCOPIC remuneration in excess of the Article 13 Award shall be made in General Average or under the vessel's Hull and Machinery Policy by the owners of the vessel.

- 16. Any dispute arising out of this SCOPIC clause or the operations thereunder shall be referred to Arbitration as provided for under the Main Agreement.

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\$1,155
Salvage Master	US\$1,735
Naval Architect or Salvage Officer/Engineer	US\$1,440
Assistant Salvage Officer/Engineer	US\$1,155
Diving Supervisor	US\$1,155
HSE qualified diver or his equivalent but excluding saturation or mixed gas divers (whose rate should be agreed with the SCR or determined by the Arbitrator)	US\$1,040
Salvage Foreman	US\$ 865
Riggers, Fitters, Equipment Operators	US\$ 693
Specialist Advisors – Fire Fighters, Chemicals, Pollution Control	US\$1,155

- 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\$ 2.500
For each b.h.p. between 5,001 & 12,000 b.h.p.	US\$ 1.875
For each b.h.p. between 12,001 & 20,000 b.h.p.	US\$ 1.250
For each b.h.p. over 20,000 b.h.p.	US\$ 0.625

- (ii) Any tug which has aboard certified fire fighting equipment shall, in addition to the above rates, be paid:

US\$625 per day, or pro rata for part thereof, if equipped with Fi Fi 0.5
US\$1,250 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\$1,250 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\$3.75 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 paragraphs 3 and 4 (i) and (ii) hereof.

<u>Shackles</u>	<u>Rate – US\$.</u>	<u>Protective Clothing</u>	<u>Rate – US\$.</u>
Up to 50 tonnes	12	Breathing Gear.	58
51 to 120 tonnes	23	Hazardous Environment Suit	115
121 to 200 tonnes	35		
Over 200 tonnes	58	<u>Diving Equipment</u>	
		Decompression Chamber	
		2 man, including compressor	575
		4 man, including compressor	805
<u>Distribution Boards</u>		Hot Water Diving Assembly	288
Up to 50 kW	69	Underwater Magnets	23
51 to 120 kW	144	Underwater Drill	23
121 to 300 kW	230	Shallow Water Dive Spread	259
Over 301 kW	403		

- (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 1.5.
- (d) Compensation for any portable salvage equipment lost or destroyed during the services shall be paid provided that the total of such compensation and the daily tariff rate (before bonus) in respect of that item do not exceed the actual cost of replacing the item at the Contractors base with the most similar equivalent new item multiplied by 1.5.
- (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 expenses.
- (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

RESOLVE SALVAGE & FIRE (Americas), Inc.

***OPA 90 VESSEL RESPONSE PLAN CITATION
& SALVAGE AND MARINE FIREFIGHTING
FUNDING AGREEMENT***

Emergency Contact Information

Call 24 Hour Phone

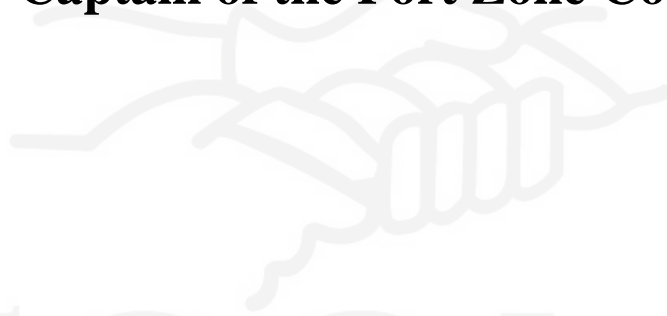
1 (954) 764-8700

24 Hour Fax Confirmation

1 (954) 764-8724

RESOLVE SALVAGE & FIRE (Americas), Inc.
OPA 90 VESSEL RESPONSE PLAN CITATION
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USCG Captain of the Port Zone Coverages



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Marine Group, Inc.

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Tank Vessels Covered Under This Agreement

Name **IMO No.**



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