

WRITTEN CONSENT Salvage & Marine Firefighting

This Written Consent (the "Consent") is made and entered into on [DATE] by and between: [VESSEL OWNER/OPERATOR], a company duly incorporated under the laws of [STATE/COUNTRY] having its principal office at [ADDRESS] (hereinafter referred to as "VO").

and

SVITZER Salvage Americas, Inc., a company duly incorporated and existing under the laws of Delaware, having its principal office in One Park Square, 3470 NW 82nd Ave, Suite 650, Doral, FL 33122, USA (hereinafter referred to as "SVITZER"),

[VO] and SVITZER are hereinafter referred to as a "Party" and collectively as "Parties".

WHEREAS, [VO] is a [STATE/COUNTRY] company whose vessel(s) transit through Navigable Waters of the United States and carry less than 2,500 barrels of oil as propulsion fuel.

WHEREAS, [VO] is required to comply with Title 33 Part 155 of the United States Code of Federal Regulations - Oil or Hazardous Material Pollution Prevention Regulations for Vessels (hereinafter referred to as the "33 CFR 155"), specifically 33 CFR 155 Subpart J for Nontank Vessels - Salvage and Marine Fire-Fighting Requirements; Vessel Response Plans for Oil (hereinafter referred to as the "Regulations");

WHEREAS, SVITZER is part of the SVITZER Group, which amongst others, provides harbor and terminal towage, salvage and related safety and support services worldwide;

WHEREAS, SVITZER is a qualified provider of salvage and marine fire-fighting services as listed in the Regulations.

WHEREAS, the Parties wish to agree to the terms set forth herein for the planning and provision of salvage and marine fire-fighting services as set out in this Agreement, in respect to the vessel(s) listed in **Appendix I**.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

This Consent certifies that SVITZER has entered into an agreement with [VO] and hereby consents to be named as the primary salvage and marine fire-fighting services resource provider in the client's Nontank Vessel Response Plan (hereinafter referred to as the "NTVRP").

SVITZER hereby warrants that it fully meets all of the fifteen qualifying criteria listed in 33 CFR 155.4050 of the Regulations, and further certifies that upon notification of an incident requiring salvage and/or marine firefighting response by the [VO] or their authorized representative, SVITZER agrees to and is capable of providing, and intends to commit to providing, the required services as listed in the Regulations. These services will be provided under a mutually agreeable contract and to the best of SVITZER's capability, within the planning response timeframes listed in 33 CFR Table 155.4030(b), for the COTP zones specifically listed in the client's NTVRP.

This Consent will be included in the NTVRP, which will be held by the vessel on board, the [VO], and the vessel's Qualified Individual. This Consent must be presented to the U.S. Coast Guard for inspection upon their request.

SVITZER, in accordance with the Oil Pollution Act of 1990 (OPA-90) and the California Code of Regulations, Title 14, certifies that [VO], as Plan Holder, has ensured the availability of the required personnel and equipment capable of responding to a maritime emergency requiring salvage, lightering, or marine firefighting, as applicable, within the required response times and in the specific Geographic Regions listed in the NTVRP for the covered vessel(s) named in **Appendix I** below.

SVITZER further agrees that [VO] has the right to name SVITZER and its resources for the Oil Pollution Act of 1990 and the California Code of Regulations, Title 14, for the covered vessel(s).

For the provision of standby services, [VO] shall pay to SVITZER an annual retainer fee of \$(TBD) per vessel listed in **Appendix I**. Retainer fee is payable in advance and non-refundable and shall be due thirty (30) days after receipt of invoice.

This Consent shall commence on the date of its execution and be valid for a period of (TBD) and shall be automatically renewed upon expiry for an additional twelve (12) month period unless notified otherwise by either Party with sixty (60) days prior written notice.

Notwithstanding, SVITZER reserves the right to rescind this authorization in the event of termination of its contractual arrangements with the aforementioned covered vessel(s).

IN WITNESS WHEREOF, the parties have duly executed this document on the date stipulated in the 1st paragraph of this Agreement.

SVITZER Salvage Americas, Inc.

[VO]

By: _____

By: _____

Name/Title: Maurice Denis

Name/Title: _____

Regional Manager

APPENDIX 1

Vessel Name

IMO Number

Vessel Name

IMO Number

*** End List ***