

AGREEMENT

THIS AGREEMENT is made effective 1/1/2023 by and between SEAPRO Member Co., LLC ('Equipment Owner') and the Southeast Petroleum Response Organization ('SEAPRO').

WHEREAS, SEAPRO is an oil spill removal organization ('OSRO'), and may from time to time require equipment to assist in its response efforts:

WHEREAS, Equipment Owner operates equipment and, depending on availability, is willing to provide such equipment to SEAPRO during a spill response, and

WHEREAS, SEAPRO and Equipment Owner desire to document their agreement as to the potential availability of such equipment.

NOW THEREFORE, the parties agree as follows:

1. USE OF EQUIPMENT DURING SPILL RESPONSE. Equipment Owner hereby agrees to use best efforts to provide equipment when requested by SEAPRO for spill response activities, or for emergency use in the event of a threat of a spill. Equipment Owner agrees to provide SEAPRO with twenty four (24) hour contact information to coordinate scheduling of equipment availability and to facilitate the call-out of Equipment Owner in the event of a spill or threat of spill.
2. TERMS AND CONDITIONS OF USE. Equipment Owner's equipment services shall be provided under the terms and conditions of a contract to be executed at the time of need.
3. RATES. Rates for such services shall be Equipment Owner's then current rates.
4. LIST OF POTENTIALLY AVAILABLE EQUIPMENT. The equipment that is potentially available to SEAPRO are set forth in Exhibit A. Equipment Owner may update this list from time to time by written notice to SEAPRO. Equipment Owner agrees listed equipment may be cited by SEAPRO in its OSRO filing with the Coast Guard and the applicable State regulatory agency, as may be required.
5. TERM. This Agreement shall be valid until terminated by either party upon not less than ninety (90) days' prior written notice to the other party.

SEAPRO

SEAPRO Member Co., LLC

By: Dave Owings

By: Earnest Driller

Title: General Manager

Title: President/CEO

Signature

Signature