

FACILITY USE AGREEMENT

This **FACILITY USE AGREEMENT** is made and entered into effective as of the ___ day of _____, 200__, by and between **HOS PORT, LLC** (“**HOS PORT**”), a Delaware limited liability company whose principal address is 103 Northpark Boulevard, Suite 300, Covington Louisiana, and "**Customer Name**" (“**Customer**”), a corporation whose principal address is "Customer Address"

WITNESSETH:

WHEREAS, HOS PORT is the owner of the leasehold interest comprising a shore base facility including the Dock located in Port Fouchon, Louisiana, as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Facility**”);

WHEREAS, Customer is involved in construction, exploration or production of oil and gas related activities and desires obtain services at the Facility from HOS PORT or other service providers at the Facility, to use Designated Space at the Facility, to arrange for its vessels (whether chartered or otherwise) to dock at the Facility, to have the ability to, and to otherwise use the Facility for its logistics and offshore support activities to the extent specified herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, HOS PORT and Customer hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated in this Section 1.
 - (a) “Affiliates” shall, as respects a legal entity, mean any other legal entity that (a) controls, either directly or indirectly, such entity, or (b) is controlled directly or indirectly by such entity, or (c) is directly or indirectly controlled by an entity that directly or indirectly controls such entity. In this context “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract or otherwise.
 - (b) “Agreement” shall mean this Facility Use Agreement together with any Orders in effect from time to time.
 - (c) “Common Spaces” shall mean areas within the Facility that are not Restricted Access Areas such as, but not limited to, the bathrooms, kitchen, break room, foyer, walkways, and roadways, but shall exclude the Dock, bulkheads and berths.
 - (d) “Customer” shall mean the Party identified as Customer in the Preamble above.
 - (e) “Customer Group” shall mean (i) Customer, (ii) the members and Affiliates of (i), (iii) the members, managers, co-owners, co-lessees, joint venturers, partners, contractors and subcontractors (at any tier) of (i) and (ii), and (iv) the respective

employees, officers, directors, managers, members, co-owners, invitees, Affiliates, vessels, and insurers of (i), (ii), and (iii).

- (f) "Daily Rig Rate" shall mean the daily rate agreed to be paid by Customer in lieu of hourly charges, for the receipt by Customer of crane, forklift and related transportation services, excluding services pertaining to any tubular items or risers.
- (g) "Designated Ancillary Space" shall mean that portion of the buildings or other areas located at the Facility, whether indoors or out of doors, designated by HOS PORT for use by Customer for storage, and identified as such on an Order.
- (h) "Designated Parking Space" shall mean that portion of the Facility identified as such on an Order as Designated Parking Space for use by Customer.
- (i) "Designated Space" shall mean the portion of an Office Area that is identified on an Order as the area being contracted by the Customer pursuant to this Agreement. If provided for in the Order, "Designated Space" shall also include Designated Ancillary Space and Designated Parking Space.
- (j) "Dock" shall mean that certain dock located on the Facility, as more fully identified as such on Exhibit A, as it may be expanded from time to time.
- (k) "Dock Services" shall mean one or more of the services identified in an Order, including without limitation occupancy of a berth, crane usage, lift services, rigging services, ground transportation and other services offered by HOS PORT from time-to-time in its discretion.
- (l) "Facility" shall have the meaning set forth in the first "WHEREAS" clause above.
- (m) "Fee" shall mean the compensation paid to HOS PORT by Customer for its right to occupy space on the Facility and receive services from HOS PORT in accordance with this Agreement and an Order.
- (n) "Hazardous or Toxic Material or Substance" shall mean materials containing asbestos and all other materials, substances, wastes and chemicals now or hereafter classified as hazardous or toxic substances or otherwise regulated under, any present or future environmental, health or safety law, rule, or regulation, and any materials containing naturally occurring radioactive materials.
- (o) "HOS PORT" shall mean HOS Port, LLC, a Delaware limited liability company.
- (p) "HOS PORT Group" shall mean (i) HOS Port, LLC, (ii) the members and Affiliates of (i), (iii) the members, managers, co-lessees, joint venturers, partners, assignees, contractors and subcontractors (at any tier), sublessees, other



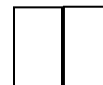
customers or HOS PORT Facility users, invitees of (i) and (ii), (iv) the Greater Lafourche Port Commission and the Edward Wisner Donation Advisory Committee, and (v) the respective employees, officers, directors, managers, members, co-owners, Affiliates, vessels, and insurers of (i), (ii), (iii), and (iv).

- (q) "Office Areas" shall mean areas contained within buildings or other areas located on the Facility and which have been designated by HOS PORT as being available for use by customers as office space or upon which customers may locate a temporary building containing offices.
- (r) "Order" shall mean a purchase order or request for furnishing a Designated Space, Designated Ancillary Space, Designated Parking Space, or Dock Services, as the case may be, in the form of Exhibit B.
- (s) "Party" shall mean either HOS PORT or Customer and "Parties" shall mean both HOS PORT and Customer.
- (t) "Rate Schedule" shall mean a statement of rates for services offered by HOS PORT at the Facility as published by HOS PORT from time to time. Unless specifically contracted, rates listed on the Rate Schedule are subject to change from time to time without notice.
- (u) "Restricted Access Areas" shall mean an area designated for use by an entity other than Customer or an area deemed by Owner, in its sole discretion, to be a Restricted Access Area and unavailable for use, access upon or occupancy by Customer.
- (v) "Rules and Regulations" shall mean the Rules and Regulations published by HOS PORT concerning applicable rules and regulations at the Facility, as such Rules and Regulations may be amended, from time to time, in HOS PORT's sole discretion.
- (w) "Term" shall have the meaning set forth in Section 3 below.

2. Object. This Agreement together with any of its exhibits, any Order, the applicable Rate Schedule, and the HOS PORT Rules and Regulations shall form the agreement between HOS PORT and Customer concerning its use, access to or upon and/or occupancy of any area located within the HOS PORT Facility.

3. Term.

- (a) This Agreement shall have an initial term commencing on the date hereof and, unless the applicable Order specifies another term, terminating at the end of the month in which this Agreement is executed. This Agreement shall automatically renew for additional one-month periods on the same terms and conditions as set



forth in this Agreement unless either Party notifies the other at least fourteen (14) days prior to the end of a month that it does not wish for any further renewal.

(b) Upon termination of this Agreement, Customer shall be obligated to remove all of its and/or Customer Group improvements, utilities, and other property (including trash, equipment and materials) and restore the Facility to the condition in which it was received, within three (3) days after termination. If Customer shall fail to do so it shall pay to HOS PORT 150% of the Fees otherwise applicable during the period it continues to occupy the Facility or fails to restore the Facility. Further, HOS PORT expressly reserves all rights under applicable law to evict Customer from the Facility if Customer shall breach any portion of this Agreement, including without limit failure to pay amounts due to HOS PORT or fails to vacate or deliver possession of the Facility to HOS PORT upon the expiration or earlier termination of this Agreement, and Customer expressly waives all legal notice to vacate the Facility, including, without limitation, the notice requirements of Louisiana Code of Civil Procedure article 4701.

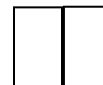
4. Fees. Customer shall pay to HOS PORT monthly in advance, on the first day of the month, a fee for its occupancy of the Designated Space as provided in the applicable Order and if provided for in the Order, the Daily Rig Rate for Dock Services. Customer shall pay HOS PORT for all other services in accordance with the terms of invoices issued by HOS PORT to Customer for such services.
5. Dock Access. The Customer shall have the non-exclusive right to have its vessel(s) use the Dock on a first come, first-served basis, and the non-exclusive right to obtain Dock Services offered by HOS PORT or its subcontractors, as such Dock Services may be offered by HOS PORT from time to time at prices set forth in the Rate Schedule. A vessel occupying a berthing space, whether loading or not loading (standing-by) will be charged a dock rate. Notwithstanding the foregoing, HOS PORT reserves the right, in its sole discretion, to determine the availability of a berth at the Dock, to change the order in which any vessel may be allowed to use the Dock, and to require any vessel not to use the Dock or to leave the Dock.
6. Designated Space. Customer shall have the non-exclusive right to use the Common Facilities and the exclusive right to use the Designated Space on the terms and conditions set forth below:

(a) Utilities. As part of the Fee, HOS PORT shall provide to Customer all sewerage, water and electricity required by Customer to utilize the Designated Space for the purposes intended by this Agreement. Customer shall make its own arrangements for, and pay for, all phone services, internet connectivity, cable T.V. and other such services, provided however, that Customer shall first provide HOS PORT a plan for such services and receive HOS PORT's consent to the installation of such services, which consent shall not be unreasonably withheld. HOS PORT shall provide water, electricity and sanitary sewer services to the



Common Facilities in a manner deemed appropriate by HOS PORT and without additional charge. The inability of HOS PORT to furnish any utilities, or unavailability of any utilities shall not render HOS PORT liable for any damages or expenses to Customer, but Customer shall have the right to terminate this Agreement if such failure or inability extends for more than fifteen (15) days.

- (b) Limitation of Use. Customer shall use the Designated Space solely for office space supporting its offshore logistics, storage of supplies and materials to support its offshore logistics, and, upon prior notice and approval from HOS PORT, as temporary sleeping quarters for its personnel.
- (c) Common Facilities. Customer shall utilize the Common Facilities solely in support of its offshore logistics. Customer shall not hinder or prevent the use of the Common Facilities by other users of the Facility.
- (d) Security. In addition to the Fee, the Customer shall pay to HOS PORT a monthly Homeland Security surcharge in the amount set for in the Order.
- (e) Rules and Regulations. Customer shall comply with Rules and Regulations of the Facility as published by HOS PORT from time to time.
- (f) Hazardous or Toxic Material or Substance.
 - (i) Customer may transport, store or transfer products, chemicals, and substances normally used in offshore oil and gas exploration and production in the U.S. Gulf of Mexico including Grade D liquid mud and non-combustible Noxious Liquid Substances (NLS) drilling fluids, provided that the Customer complies with all federal, state and local requirement for same Customer shall be permitted to place at the Facility NLS products or chemicals (as identified in MARPOL Annex II and the IBC Code), toxic or hazardous substances (as identified under Comprehensive Environmental Response, Compensation, and Liability Act – CERCLA) or dangerous goods (as identified in International Maritime Dangerous Goods Code-IMDG) provided that prior to placing such materials at the Facility, Customer provides notice to and obtains approval from HOS Port in the form of Exhibit D attached hereto and provides a Material Safety Data Sheet (MSDS) for the respective material. All such materials shall be used, handled, stored, transported and disposed of in accordance with industry best practice standards and in complete compliance with all applicable governmental laws, rules and regulations. HOS PORT shall have the right to periodically inspect, take samples for testing and otherwise investigate the Facility for the presence of any Hazardous or Toxic Material or Substance. If Customer or HOS PORT ever has knowledge of the presence in, on, or under the Facility of any Hazardous or Toxic Material or Substance that affects the Facility, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge. Customer shall supply HOS

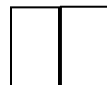


PORT with current material safety data sheets for any Hazardous or Toxic Material Substance that is brought onto the Facility.

- (ii) If Customer or its employees, agents or contractors shall ever violate the provisions of this Section 6(f) or otherwise contaminate the Facility, then Customer shall, at its sole expense, clean-up, remove and dispose of the material causing the violation or contamination, in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards and shall repair any damage to the Facility and the property of any other Customers, and any offsite damage to third party property, within such period of time as may be reasonable under the circumstances after written notice by HOS PORT. Customer shall notify HOS PORT of its method, time and procedure for any clean-up or removal and HOS PORT shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours. After completion of such clean up, removal and disposal, Customer shall supply to HOS PORT the report of a qualified third party environmental consultant certifying that such clean-up, removal and disposal have been completed in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards and, if governmental approval of the cleanup is required, also provide evidence of such approval. Customer's obligations under this Section 6(f) shall survive the termination of this Agreement.]

7. Insurance. Customer shall procure and maintain during the term of this Agreement, at its sole cost and expense, the minimum insurance policies, amounts, and coverages set forth in Exhibit C attached hereto (the "Minimum Required Insurance") and made a part hereof. Said Minimum Required Insurance will be procured from duly established and qualified insurance companies, and all deductibles, premiums, and retentions will be for Customer's account.

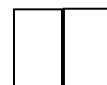
- (a) All insurance policies of Customer related to the use of the Facility, including but not limited to the Minimum Required Insurance, shall conform with the following additional requirements:
 - (i) to the extent and only to the extent of the risks and liabilities assumed by Customer pursuant to this Agreement, shall name HOS PORT Group as additional insured (except for workers compensation insurance) on a broad form basis (on a form at least as broad as ISO CG 20 10 AI 1185) and to that same extent provide that the underwriters waive their right of subrogation against HOS PORT Group;
 - (ii) shall provide adequate territorial and navigation limits;



- (iii) shall not be reduced, voided, waived or in any other manner limited as respects HOS PORT Group in the event Customer violates any warranties, terms or conditions of Customer's insurance;
 - (iv) to the extent and only to the extent of the risks and liabilities assumed by Customer pursuant to this Agreement, shall be primary to, and not receive contribution from, any insurance maintained by or on behalf of HOS PORT Group or providing coverage to member of HOS PORT Group; and
 - (v) shall provide for not less than thirty (30) days written notice to HOS PORT in the event of cancellation or material change thereof.
- (b) The Minimum Required Insurance represents HOS PORT' minimum requirements for use of the Facility and shall not be construed to void or limit Customer's indemnity obligations as contained herein, nor to represent or suggest in any manner the insurance policies or coverages that Customer's should or should not maintain for its own protection.
 - (c) Customer may self insure some or all of its insurance obligations with the written consent of HOS PORT, but HOS PORT reserves the right to revoke such consent, at any time, in HOS PORT's sole discretion, upon ten (10) days written notice.
 - (d) Customer shall furnish HOS PORT with an insurance certificate that evidences the procurement of the Minimum Required Insurance and such certificate must clearly indicate that each of the required policies, coverages, and amounts have been procured. Said certificate shall be furnished before any use of the Facility commences, unless otherwise authorized or requested by HOS PORT in writing. Any such authorization or request, however (or any failure to object to failure to provide a certificate or to any incomplete or improperly completed certificate), will not constitute a waiver by HOS PORT of its rights hereunder or of Customer's obligation to procure the required insurance and furnish a conforming certificate.
 - (e) The Minimum Required Insurance notwithstanding, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Customer, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions hereof.
 - (f) Customer agrees that it will require any contractor or subcontractor of Customer using the Facility to provide insurance protection in favor of HOS Group at least equal to the Minimum Required Insurance.

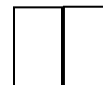
8. Indemnification.

- (a) Customer shall release, defend, protect, indemnify and hold harmless HOS PORT Group from and against, any and all claims, suits, damages (including environmental and natural resource damages), and expenses (including



reasonable attorney's fees) (hereafter, "Claims, Losses, or Expenses") arising out of injury, illness, death or loss or damage to property sustained by Customer Group directly or indirectly arising out of or resulting from this Agreement, any use of the Facility, or any activity related to or presence upon or adjacent to the Facility or any vessel docked at the Facility (including any loading, unloading, or ingress to or egress from any such vessel), **even if such Claims, Losses, or Expenses are caused by sole or concurrent negligence, strict liability, premises liability, pre-existing defect, fault or unseaworthiness attributable to HOS PORT Group.**

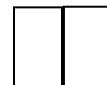
- (b) HOS PORT shall release, defend, protect, indemnify and hold harmless Customer Group from and against, any and all Claims, Losses, or Expenses arising out of injury, illness, death sustained by HOS PORT employees directly or indirectly arising out of or resulting from this Agreement, any use of the Facility, or any activity related to or presence upon or adjacent to the Facility or any vessel docked at the Facility (including any loading, unloading, or ingress to or egress from any such vessel), **even if such Claims, Losses, or Expenses are caused by sole or concurrent negligence, strict liability, premises liability, pre-existing defect, fault or unseaworthiness attributable to Customer Group.**
- (c) Any person or entity receiving a claim or suit that entitles it (the "Indemnitee") to defense and indemnification from a Party (the "Indemnifying Party") pursuant hereto shall promptly provide written notice thereof to the Indemnifying Party. Failure of the Indemnitee to provide such notice, however, shall not in any way relieve the Indemnifying Party of its obligations hereunder. If the Indemnifying Party unqualifiedly assumes defense and indemnity, the Indemnitee shall give the Indemnifying Party the option of assuming and conducting the defense of any such claim or suit. If, for whatever reason, the Indemnifying Party elects not to assume said defense, it shall be conducted by the Indemnitee. In any event, the Indemnifying Party shall be obligated to reimburse the defense costs of the Indemnitee if it is determined that a defense was owed. In the defense of any such claim or suit, the Indemnifying Party shall not enter into any settlement nor consent to any judgment that does not unconditionally release the Indemnitee from all liability with respect to said claim or suit.
- (d) Notwithstanding anything contained in this Agreement to the contrary, each Party shall release, defend, protect, indemnify and hold harmless the other Party (and said other Party's Group) from and against any of its own (or its Affiliates' or co-lessees') Claims, Losses, or Expenses for indirect, incidental, special, or consequential losses or damages or punitive damages (whether or not foreseeable at the date of this Agreement), including without limitation, damages or losses for lost or delayed production, lost product, lost business or business interruptions; arising out of, or related to, the performance of or subject matter of this Agreement, **even if such Claims, Losses, or Expenses are caused by the**



sole or concurrent negligence, strict liability, premises liability, pre-existing defect, fault or unseaworthiness attributable to the indemnitee.

(e) Customer shall defend, indemnify and hold HOS PORT Group and the Facility and any buildings or improvements now or hereafter placed on the Facility, free and harmless from any and all liabilities, claims, loss, damages, or expenses resulting from the presence of any Hazardous or Toxic Material or Substance, now, or in the future in, on, or under the Facility including any claimed to arise from HOS PORT Group's strict liability, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of Claims of regulatory or governmental entities on remediation or clean-up of the Facility, including any fines, penalties, or assessments.

9. Disclaimers. CUSTOMER WAIVES AND RELEASES HOS PORT GROUP FROM ANY AND ALL EXPRESS OR IMPLIED OBLIGATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO OBLIGATIONS OR WARRANTIES OF TITLE, PHYSICAL CONDITION, DELIVERY OF THE FACILITY, PEACEFUL POSSESSION, WORKMANLIKE PERFORMANCE, MAINTENANCE, REPAIR, OR OTHER OBLIGATIONS OR WARRANTIES UNDER ANY THEORY OF LAW. CUSTOMER ACKNOWLEDGES THAT THE FEES STIPULATED HEREIN WERE NEGOTIATED BASED UPON THE FACILITY'S PRESENT CONDITION. ACCORDINGLY, HOS PORT IS NOT OBLIGATED TO MAKE REPAIRS TO THE FACILITY. CUSTOMER FURTHER WAIVES AND RELEASES HOS PORT GROUP FROM ANY AND ALL CLAIMS, LOSSES AND EXPENSES AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY HOS PORT GROUP FROM AND AGAINST ANY CLAIMS, LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, CONSULTANT'S FEES, REMEDIATION, CLEAN UP OR OTHER RESPONSE COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, UNDER THE RESOURCE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1986, 42 U.S.C. §§ 6901 ET SEQ.; THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. §§ 9607 ET SEQ., AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986, PUB. L. NO.99-499, 100 STAT. 1613 (CODIFIED AS AMENDED IN VARIOUS SECTIONS OF 42 U.S.C.); THE HAZARDOUS MATERIALS TRANSPORTATION ACT, PUB. L. NO. 93-633, 88 STAT. 2156 (CODIFIED AS AMENDED IN VARIOUS SECTIONS OF 46 U.S.C.); THE CLEAN WATER ACT, 33 U.S.C. §§ 1251 ET SEQ.; THE CLEAN AIR ACT, 42 U.S.C. §§7401 ET SEQ.; THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §2601 ET SEQ.; L.A.R.S. 30:1 ET SEQ., AND L.A.R.S. 30:2001, ET SEQ., OR ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS, RULES, ORDINANCES, PERMITS, APPROVALS, ORDERS OR REGULATIONS AS THEY NOW EXIST OR MAY SUBSEQUENTLY BE MODIFIED, SUPPLEMENTED OR AMENDED ARISING DIRECTLY OR INDIRECTLY FROM CUSTOMER'S USE OF OR OPERATIONS AT THE FACILITY. CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY DEFECT,



CONDITION, LOSS OF PEACEFUL POSSESSION OF THE FACILITY, OR OTHER MATTER SHALL BE TO TERMINATE THIS AGREEMENT WITH NO REFUND DUE FOR ANY FEES PREVIOUSLY PAID.

10. Force Majeure. To the extent caused by Force Majeure, neither Party shall be liable to the other for any delays, suspensions, damages, or failure to act or perform (other than the Parties' respective release, defense and indemnity obligations and Customer's payment obligations). Force Majeure shall mean any event that is beyond the reasonable control and foresight of the Party unable to perform and which could not have been prevented or avoided by the exercise of due diligence, prudence, or the adoption of reasonable precautions. Such Force Majeure events include hurricanes and other destructive acts of nature, fire, explosion, acts of terrorism, riot or civil disturbance, flood, sabotage, Coast Guard or federal, state and local government orders or decrees, and labor disputes. The shortage or non-availability of labor, equipment, tools, or other resources shall not constitute Force Majeure unless caused by events defined herein as Force Majeure. A Party seeking relief on grounds of Force Majeure shall promptly notify the other Party of the Force Majeure event and describe its impact or effect on the performance of this Agreement.
11. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the general maritime law of the United States. To the extent the general maritime law is not permitted to apply, the laws of the State of Louisiana shall apply.
12. Notices. Any notice required or permitted to be given hereunder and any approval by a Party shall be in writing (except as expressly provided otherwise herein) and shall be (as elected by the Party giving such notice or proposing such approval): (i) delivered by a nationally recognized overnight courier service, fees prepaid, or (ii) sent by telecopier, in each instance addressed as provided below. Either Party may change its address for purposes hereof by notice given to the other Party.

Notices hereunder shall be directed:

To HOS PORT: 103 Northpark Blvd.

Suite 300

Covington, LA 70433

Attention: James Solar

Copy to: Samuel Giberga

Carl Annessa

Fax: 985-727-2006

To Customer: "Customer Name and Notice Information"

A notice sent in compliance with the provisions of this section 12 shall be deemed given on the date of receipt (or refusal to accept delivery) if such delivery (or refusal) takes place during business hours (8 am to 5 pm) on a business day (Monday through Friday except legal holidays), and if not, on the first business day thereafter; provided, however, that a

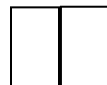
HOS Port Facility Use Agreement
HOSP/"Customer Name"

Contract No.: 11-07-00"seq #"
Date: "Date"



notice delivered by telecopier shall only be effective if an appropriate confirmation of receipt is received. Notice sent by its counsel on behalf of a Party in compliance with these provisions shall have the same force and effect as if given by that Party.

13. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable. If necessary, this Agreement shall be deemed to be amended so as to delete the unenforceable provision or portion thereof, in which event the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. Assignment. Neither Party hereto shall have the right to assign, transfer and convey any of its right, title or interest under this Agreement, without the prior written consent of the other Party hereto.
16. Headings. The section headings used in this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
17. Venue and Jurisdiction. In the event of any litigation between the Parties arising out of or related to this Agreement, the Parties agree that venue for such litigation shall be solely and exclusively limited to any state or federal court of competent subject matter jurisdiction within the area of the judicial district comprising the United States District Court for the Eastern District of Louisiana, and the Parties agree to submit to personal jurisdiction in any such court for purposes of such litigation.
18. Miscellaneous. It is agreed that this Agreement is intended to govern the general use of the Premises and is not a lease; and that no leasehold interest or tenancy is intended to be or shall be created hereby. The Customer recognizes, understands and acknowledges that this Agreement is non-exclusive. The Customer agrees that all rights, titles and privileges under this Agreement are, and shall be, at all times expressly subject to HOS PORT's rights to full ownership and enjoyment of the property and right to prevent any unsafe occurrence, fire, nuisance or unnecessary injury to the Premises or to the commercial values thereof, and to develop, lease, use, enjoy and protect the Premises without restriction. Therefore, the Company's exercise of its rights under this Agreement shall in no way impede or hinder HOS PORT in the full enjoyment of the Premises as described or contemplated in this Agreement.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Facility Use Agreement effective as of the day and year first above written.

HOS PORT, LLC

By: _____
Its: _____

CUSTOMER:

By: _____
Its: _____



Exhibit A
Description of Facility

Property Description

A certain tract of land situated at Port Fourchon, Louisiana, between Norman Doucet Road and Slip "A" off the Flotation Canal.

Commencing at a 4" concrete marker, at the intersection of Norman Doucet Road and the dock access road in section 35, T-23-S, R-22-E. Thence at a bearing of N1° 53' 33" W for a distance of 839.76' to a ½ iron pipes aid point being the POINT OF BEGINNING. Thence continuing at a bearing of N1°53'33"W along the right of way of Normal Doucet Road for a distance of 880.99' to bulkhead along the Flotation Canal; thence along said bulkhead at a bearing of N 71°52'28" E for a distance of 1085.00' to a turn in the bulkhead: thence continuing along said bulkhead at a being of S 64°X4'41" E for a distance of 50.00' to turn in the bulkhead; thence along said bulkhead at a bearing or S 20°01'49" E for a distance of 765.22' to a point on the bulkhead; thence at a bearing of S 09°58,11" W for a distance of 1393.42' to the POINT OF BEGINNING.

Said tract of land is more fully shown on a plat entitled "SURVEY PLAT SHOWING LOT 'A' AND LOT 'B' IN PHASE 1, PART B1 (A), OF NORTHERN EXPANSION, BEING IN SECTION 35, T-23-S, R-22-E, PORT FOURCHON, LA, FOURCHON PARISH 8/20/2002. by J. Wayne Plaisance Inc. Said tract of land contains 23.653 acres and has 1900.23' of bulkhead water front. This lease is subject to a 30' drainage servitude on the west property line as shown on the above mention plat.

WORK ORDER
Exhibit B

To: «customer_nm» Phone: «PhoneNumber»
 Attention: «ContactFirstName» «ContactLastName»
 «BillingAddress1»
 «BillingAddress2»
 «City», «StateOrProvince» «PostalCode» Fax: «FaxNumber»

Pursuant to the terms and conditions of that certain Facility Use Agreement dated _____, contract no.: _____ by and between _____ and **HOS PORT, LLC**, this is to evidence our understanding and agreement that HOS PORT, LLC will provide services to you, subject to the provisions below:

- | | | | | |
|-----|---|--------------------------|---|-----------------------------------|
| 1. | Date and Time of Delivery: | | | _____ |
| 2. | Approximate Term of Agreement: | | | _____ |
| 3. | Minimum Term of Agreement: | | | _____ |
| 4. | Cancellation after minimum term by giving: | | | _____ days/hours written notice |
| 5. | Crane-110 ton (with operator): | | @ | \$ _____ per hour |
| 6. | Forklift (with operator): | | @ | \$ _____ per hour |
| 7. | Loading Supervisor: | | @ | \$ _____ per hour |
| 8. | Riggers: | | @ | \$ _____ per hour |
| 9. | Dispatcher: | | @ | \$ _____ per hour |
| 10. | Welder: | | @ | \$ _____ per hour |
| 11. | Tubulars (composite rate) pre-slung: | | @ | \$ _____ per hour |
| 12. | Tubulars (composite rate) not pre-slung: | | @ | \$ _____ per hour |
| 13. | Risers (composite rate): | | @ | \$ _____ per hour |
| 14. | Lift Boat Dockage | | @ | \$ _____ per hour |
| 15. | Daily Drilling Rig Rate – Shelf: | _____ rigs | @ | \$ _____ per rig/day |
| 16. | Daily Drilling Rig Rate – Deepwater: | _____ rigs | @ | \$ _____ per rig/day |
| 17. | Standard Dockage: | _____ ft | @ | \$ _____ per ft/hour |
| 18. | Outside Storage – monthly rate: | _____ lots | @ | \$ _____ per lot/month |
| 19. | Outside Storage – daily ft ² rate: | _____ ft ² | @ | \$ _____ per ft ² /day |
| 20. | Inside Storage – monthly rate: | _____ lots | @ | \$ _____ per lot/month |
| 21. | Inside Storage – daily ft ² rate: | _____ ft ² | @ | \$ _____ per ft ² /day |
| 22. | Trash Disposal: | _____ yards ³ | @ | \$ _____ per yard ³ |
| 23. | Parking (weekly rate): | _____ spaces | @ | \$ _____ per space/wk |
| 24. | Trailer Space w/utilities**: | _____ units | @ | \$ _____ per unit/day |
| 25. | Trailer including space & utilities**: | _____ units | @ | \$ _____ per unit/day |
| 26. | Homeland Security Surcharge: | _____ units | @ | \$ _____ per day |
| 27. | Special Provisions: | _____ | | |

** rate excludes cable, telephone and Internet service

All rates shall be in accordance with the Rate Schedule unless specified on this Service Order. Rates listed on the Rate Schedule are subject to change without notice.

Customer Name:

HOS Port, LLC:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit C
Minimum Insurance Requirements

All defined terms referenced in this Exhibit that are not otherwise specifically defined shall have the meaning set forth in the Agreement to which this Exhibit is attached, including without limitation the term HOS PORT Group.

1) Minimum Limits and Requirements

Customer shall procure and maintain during the term of this Agreement, at its sole cost and expense, the minimum insurance policies, amounts, and coverages set forth below from duly established and qualified insurance companies, and all deductibles, premiums, and retentions will be for Customer's account.

- (a) Worker's Compensation Insurance and Employers' Liability Insurance complying with the applicable laws of the state where the Facility is located, with Employers' Liability limits of not less than \$1,000,000, covering all Customer's employees in any way visiting or using the Facility and with endorsements for voluntary compensation and alternate employer/borrowed servant coverage;
- (b) Commercial General Liability Insurance, with bodily injury and property damage minimum combined limits of not less than U.S. \$1,000,000 per accident or occurrence, and shall include endorsements for Broad Form Property Damage coverage, Broad Form Contractual Liability coverage, owners and contractors protection for work let or sublet, Premises and Operations, Products Completed Operations, "Action Over/Indemnity Buyback," sudden and accidental pollution, cross liability and severability of interests, deletion of any provision which would have the effect of excluding coverage for additional insureds for injury or death to employees of Customer on the grounds of an employment relationship,
- (c) Automobile Liability Insurance for owned, non-owned, and hired automobiles, with minimum combined limits for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence;
- (d) All Risk Physical Damage Insurance on Customer's equipment and other property to the extent of its full replacement value;
- (e) Aviation Liability Insurance to cover aircraft, if any, whether owned, non owned, chartered, or hired by the Customer and used for or in connection with the use of the Facility, with a combined Bodily Injury and Property Damage limit of not less than \$3,000,000 per occurrence;

- (f) Customer shall also obtain (i) endorsements to the statutory Worker's Compensation and Employers' Liability Insurance policy required under Subparagraph (a) for Longshoremen's and Harbor Workers' Compensation Act, Outer Continental Shelf Lands Act Extension, (ii) Maritime Employers' Liability including coverage for Jones Act, Death on the High Seas Act, general maritime law claims, and wages, transportation, maintenance and cure, extension of voluntary compensation to maritime operations, including coverage for employees of Customer that may be considered members of a crew on any vessels not owned by Customer and (iii) the Commercial General Liability Insurance policy specified in Subparagraph (b) shall be endorsed to delete any watercraft exclusions throughout. All such policies shall be endorsed to provide that a claim "in rem" will be treated as a claim "in personam";
- (g) If Customer rents, charters, or owns any marine equipment that will use the Facility, Customer, in addition to all applicable insurance coverage provided in Paragraphs (a), (b), (c), (d), (e), and (f) above, shall carry, or cause the owner or operator of said vessel to carry, Hull and Machinery Insurance on each said vessel (with limits not less than the value of each said vessel) and Protection and Indemnity Insurance (with minimum limits not less than \$1,000,000 or the value of said vessel, whichever is greater), and including Tower's Liability coverage (with sistership clause unamended) if the vessel or vessels engage in towing operations, broad form wreck removal and Pollution Liability with limits of not less than \$5,000,000. The Hull and Machinery and Protection and Indemnity Insurance shall be endorsed (i) to prevent any reduction of limits for any member of HOS PORT Group in the event of limitation of liability by deleting any "other than as owner" limitation of liability provisions or other language that would reduce coverage for any additional insured, and (ii) to provide full coverage to HOS PORT Group without any limitation to liabilities incurred "as owner" of the vessel and to delete any "as owner" restrictions or any other language that would limit coverage for an additional insured. Customer shall not bring any vessel or marine equipment to the Facility unless said vessel is adequately covered by insurance, as herein provided, and is operated within the navigation limits of the insurance policies;
- (h) Excess Liability Insurance excess to the policies required in Subparagraphs (a), (b), (c), (e), (f), and (g) with corresponding extensions of coverages, and with minimum limits of not less than \$10,000,000 per occurrence unless a different amount is expressly agreed to in writing by HOS PORT.

2) General Requirements

All insurance policies provided by Customer shall conform with the following general requirements.

- (a) to the extent and only to the extent of the risks and liabilities assumed by Customer pursuant to this Agreement, shall name HOS PORT Group as additional insured (except for workers compensation insurance) on a broad form basis (on a form at least as broad as ISO CG 20 10 AI 1185) and to that same extent provide that the underwriters waive their right of subrogation against HOS PORT Group;

- (b) shall provide adequate territorial and navigation limits;
- (c) shall not be reduced, voided, waived or in any other manner limited as respects HOS PORT Group in the event Customer violates any warranties, terms or conditions of Customer's insurance;
- (d) to the extent and only to the extent of the risks and liabilities assumed by Customer pursuant to this Agreement, shall be primary to, and not receive contribution from, any insurance maintained by or on behalf of HOS PORT Group or providing coverage to member of HOS Group; and
- (e) shall provide for not less than thirty (30) days written notice to HOS PORT in the event of cancellation or material change thereof.