

## LETTER OF INDEMNITY

TO: Stolthaven Houston Inc.

RE: Bunkering Operations aboard M/V \_\_\_\_\_

Dear Sirs:

In consideration of Stolthaven's agreement to permit bunkering operations to occur at your terminal facility for the benefit of our M/V \_\_\_\_\_, we, on behalf of the Owners and disponent owners of said vessel, agree:

1. To not exceed 95% capacity of any bunker tank during operations unless the subject ship is fitted with a functioning 'overflow' tank. Notwithstanding same, the load limit of 95% capacity may be reduced in light of variation in tank design.
2. To maintain all communication in English via radio, as provided by the shore facilities.
3. To prohibit the internal transfer of bunkers while berthed alongside at Stolthaven.
4. To maintain the transfer rate of the bunker loading within a safe range of 60 tph – 250 tph. The appropriate rate shall be based on the temperature of the Matrix tank ashore and the ambient weather conditions.
5. To immediately inform shore personnel if the ship's manifold valve is closed, as control of the load rate is adjusted at the ship's manifold valve.
6. To instruct the ship's officers and crew to consider, prior the commencement of load operations, the load temperature and specific gravity of the bunkers when calculating space/capacity in the ship's bunker tanks.
7. To calculate the safe and appropriate bunker load rate prior to the commencement of bunkering operations and to continuously monitor and regulate the flow rate until completion.
8. To indemnify Stolthaven, its servants, officers, directors, agents and underwriters and to release and hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature, relating to death or personal injuries, property damage, environmental loss or damage, violation of local, state, federal statutes or regulations which you may sustain by reason of the bunkering operations

The parties expressly agree that the above indemnity and release obligation shall not apply with respect to claims that arise or result from the gross negligence of Stolthaven.

Any disputes arising between the parties shall be governed by U.S. Federal Maritime law and as applicable the law of the State of Texas, and any actions submitted hereunder shall be submitted before the state or federal court sitting in Houston, Texas.

This indemnity shall be governed by and construed in accordance with the law of U.S. maritime law and supplemented by the law of the State of Texas, and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the state or federal courts sitting in Houston, Texas.

For and on behalf of  
the Owners/Disponent Owners of  
the above-referenced Vessel

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Authorized Representative

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Print Name

Ships Stamp