

**SHIP (NON-BULK OIL) MEMBERSHIP AGREEMENT
AND CONFIRMATION OF ARRANGEMENT**

(UNDER SECTION 167.(1) (a) OF CANADA SHIPPING ACT, 2001)

| |
|-----------------|
| Contract Number |
|-----------------|

EASTERN CANADA RESPONSE CORPORATION LTD.
1201 - 275 Slater Street, Ottawa, Ontario, K1P 5H9

**ATLANTIC ENVIRONMENTAL RESPONSE TEAM ("ALERT") INC.
("ALERT")**
11 Expansion Avenue, Saint John, New Brunswick, E2R 1A6

POINT TUPPER MARINE SERVICES LIMITED
P.O. Box 316, Port Hastings, Nova Scotia, B0E 2V0
(the "Response Organization Group")

| |
|------------------------------|
| Ship Name _____ (the "Ship") |
| Call Sign: _____ |
| Term of Coverage: 1 year |
| Effective Date: _____ |
| End Date: _____ |

Emergency Contact Number - See Appendix 1

| <u>Ship Owner</u> | | <u>Person Authorized to Implement Arrangement</u> | |
|-------------------|------------|---|------------|
| Name: _____ | | Name: _____ | |
| Address: _____ | | Address: _____ | |
| _____ | | _____ | |
| _____ | | _____ | |
| Phone: _____ | Fax: _____ | Phone: _____ | Fax: _____ |

Confirmation

This Agreement confirms that, effective upon the execution of this Agreement by both the Response Organization Group and Ship Owner/Authorized Agent, Ship Owner ("Owner") shall, in accordance with the terms of Section 167.(1)(a) of the Canada Shipping Act, 2001 as amended (the "Act"), have an arrangement with the Response Organization Group, the members of which are certified Response Organizations with a 10,000 tonne rated capability for their particular geographic area of response.

Unless otherwise terminated for the reasons set forth in the attached terms and conditions, and provided all relevant fees have been paid, this Agreement shall in respect of the Ship commence on the Effective Date and continue in effect for one (1) year. This Agreement shall be automatically renewed for successive one (1) year terms unless (a) one party gives notice to the other at least sixty (60) days prior to the date on which either the initial one year term is due to expire or any subsequent one (1) year term is due to expire that such party does not wish to renew the Agreement, or (b) Owner has failed to pay any fees when due.

Geographic Area of Response

For the purposes of this Agreement the geographic area of response of the Response Organization Group means the total of the geographic areas of response for each of the Response Organizations within the group and as detailed in Appendix 1 to this Agreement. In general the geographic area of response of the Response Organization Group covers all of the waters south of the 60° N Latitude of Eastern Canada and the Canadian Great Lakes.

Fees

In the case of the initial one (1) year term of this Agreement all fees shall be due and payable on or before the Effective Date. In the case of any renewal term of this Agreement, all fees shall be due and payable on or before the applicable anniversary date of the Effective Date. All fees shall be payable in Canadian dollars and shall be determined, and from time to time amended, in accordance with the provisions of the Act.

| | |
|---------------------------------|----------|
| Registration Fee (annual) | \$ _____ |
| Taxes (as applicable) | \$ _____ |
| Total Payable By Effective Date | \$ _____ |

All Responsibility for Paying Fees And Taxes Owed Under This Agreement Shall Rest With Ship Owner/Authorized Agent.

THE TERMS AND CONDITIONS OF THIS ARRANGEMENT ARE SET FORTH BELOW AND CONSTITUTE AN INTEGRAL PART OF THE AGREEMENT BETWEEN RESPONSE ORGANIZATION GROUP AND OWNER

| |
|--|
| ON BEHALF OF THE RESPONSE ORGANIZATION GROUP |
| By: _____ (Authorized Signatory) |
| _____ |
| (Print Name) |
| _____ |
| (Date) |

| |
|-------------------------------|
| _____ |
| (Ship Owner/Authorized Agent) |
| By: _____ |
| (Authorized Signatory) |
| _____ |
| (Print Name) |
| _____ |
| (Date) |