

**FEDERAL COURT**

Admiralty Action *in rem* against the Ship "SCOTIA TIDE" and *in personam*

BETWEEN:

**RMI MARINE LIMITED,**  
a body corporate

FILED	FEDERAL COURT COUR FÉDÉRALE		DEPOSE
	AOUT 01 2018 AUG 01 2018		
M. ELIZABETH CAVERLY			
HALIFAX, N.S.		2	

PLAINTIFF

- and -

**THE SHIP "SCOTIA TIDE",** and  
**THE OWNERS** and all others interested in the Ship "SCOTIA TIDE", and  
**OPEN HYDRO TECHNOLOGY CANADA LIMITED,** a body  
corporate.

DEFENDANTS

**AFFIDAVIT TO LEAD WARRANT**

I, Eric Machum of Halifax, Nova Scotia, make oath and say as follows:

1. I am solicitor for the Plaintiff, RMI Marine Limited, in this proceeding and have personal knowledge of the matters herein deposed to except where the same are stated to be based upon information and belief.
2. The applicant for the Warrant is the Plaintiff, a body corporate incorporated under the laws of Nova Scotia with its registered address at 1377 Main Road, Eastern Passage, NS B3G 1M7.
3. I am advised by Ms. Kim Gregg, Commercial Manager of the Plaintiff, and do verily believe that:
  - (a) The Defendant Ship, "SCOTIA TIDE" (the "Ship"), is a pontoon barge registered in the registry of Canada with Official Number 839266, IMO Number 9776303, built in 2016, 1293 gross tonnage, steel construction, 61.43 meters length x 36.99 meters breadth with port of registry Halifax.


- (b) The Defendant OpenHydro Technology Canada Ltd., is a body corporate incorporated under the laws of Nova Scotia with its registered address at 1100-1959 Upper Water Street, Halifax NS B3J 3N2 and with a mailing address at P.O. Box 85, Dartmouth, Canada B2Y 3Y2 (“**OpenHydro**”). OpenHydro is a developer of tidal energy in the Bay of Fundy
- (c) The Plaintiff has a claim against the Ship and Open Hydro (hereinafter the “**Defendants**”), arising out of a “Standard Vessel Charter Agreement based on Supplytime 2005” for the charter of the Plaintiff’s vessel, “M/V Tidal Runner”, and ancillary services (the “**Charter Party**”) between the Plaintiff and the Defendant OpenHydro and various supplemental purchase orders for the use of the Plaintiff’s vessel “M/V Tidal Runner” and ancillary marine services. A true copy of the Charter Party is attached hereto as **Exhibit “A”**.
- (d) Pursuant to the Charter Party and various supplemental Purchase Orders, the Plaintiff has been providing marine services to OpenHydro, including provision of marine vessels, crew transfers to and from the Ship, repairs to the Ship, dive surveys of the Ship and the Plaintiff’s marine equipment.
- (e) The Plaintiff claims against the Defendants the sum of CAD \$444,719.54 owing to it pursuant to the following invoices issued by the Plaintiff:


<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Description</b>	<b>Amount</b>
3808	4/09/2018	Services of dive van, divers and equipment to assist with testing of the Plaintiff’s hydro turbine and Ship in Saint John, NB.	\$16,250.89
3867	7/10/2018	Services of divers and equipment to carry out various marine tasks, including maintenance and repairs of the Ship, the Plaintiff’s turbine, etc.	\$238,405.16
3868	6/26/2018	Services of the M/V “Tidal Runner” and crew to assist with mooring operations involving the Ship and another barge	\$61,307.65
3882	7/24/2018	Services of divers and equipment to carry out various marine tasks, including assisting with Ship’s operations, installation of equipment on the Ship, surveys of Plaintiff’s marine equipment, etc.	\$34,410.21
3884	7/26/2018	Services of the M/V “Tidal Runner” and crew	\$80,097.65

		to assist with turbine deployment operations from the Ship.	
3877	7/10/2018	Services of the M/V "Tidal Runner" and crew to assist in the recovery of Fast II.	\$14,247.98
		<b>Total</b>	<b>\$444,719.54</b>

- (f) A true copy of the above referenced invoices is attached hereto as **Exhibit "B"**.
  - (g) Despite repeated demands the Defendants have not paid the outstanding amounts to the Plaintiff. The above amounts remain due and owing by the Defendants.
4. The Plaintiff's claim is a claim for dock charges and charges for the use of facilities supplied in connection therewith and falls within the *in rem* jurisdiction of the Court by virtue of subsections 22(2)(i), (m) and (n) and 43(2) of the *Federal Courts Act*, R.S.C. 1985, c. F-7.
  5. The Plaintiff's said claim has not been satisfied.
  6. The property to be arrested is the Defendant Ship "SCOTIA TIDE" currently located at Saint John, New Brunswick.
  7. The Plaintiff requests and seeks the assistance of this Honourable Court in enforcing its claim.

SWORN TO at Halifax, in the )  
 Halifax Regional Municipality, )  
 Province of Nova Scotia, this 1<sup>st</sup> )  
 day of August, 2018, before me: )

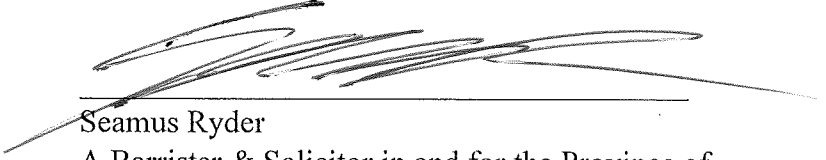
  
 \_\_\_\_\_ )  
 A Barrister of the Supreme Court )  
 of Nova Scotia )

  
 \_\_\_\_\_ )  
 Eric Machum )

**SEAMUS RYDER**  
 A Barrister of the Supreme  
 Court of Nova Scotia

No.

This is Exhibit "A" referred to in the Affidavit  
of Eric Machum , sworn before me this 1<sup>st</sup> day  
of August, 2018.



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Seamus Ryder

A Barrister & Solicitor in and for the Province of  
Nova Scotia


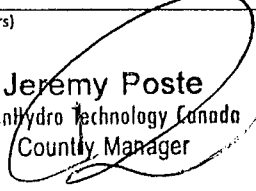


Standard Vessel Charter Agreement  
Based on Supply Time 2005

<p>1. Place and date of Contract Minas Basin, Nova Scotia 18-Aug-15</p>	
<p>2. Owners/Place of business (full style, address, email and fax no.) RMI Marine Limited 1377 Main Road, Box 469 Eastern Passage, NS Canada B3G 1M7 Email: mike@rmimarine.ca Fax # 902-463-6115</p>	<p>3. Charterers/Place of business (full style, address, email and fax no.) Openhydro Technology Canada Limited 1100-1959 Upper Water Street Halifax, NS Canada B3J 3N2 Email: quentin.ryder@openhydro.com</p>
<p>4. Vessel's name (ANNEX "A") M/V TIDAL RUNNER VRN #C16285NB</p>	<p>5. Date of Delivery (Cl.2a) and (c) 18-Aug-15</p>
<p>7. Port or place of delivery (Cl. 2 (a)) Minas Basin, NS</p>	<p>6. Cancelling Date (Cl.2(a) and (c)) N/A</p> <p>8. Port or place redelivery/notice of redelivery (Cl.2(d)) N/A</p> <p>(i) Port or place of redelivery Eastern Passage, NS</p> <p>(ii) Number of days notice of redelivery Two</p>
<p>9. Period of Hire (Cl.1(a)) August 18, 2015 - December 30, 2018 Call Up Basis</p>	<p>10. Extension of period of hire (optional) (Cl.1(b)) N/A</p> <p>(i) Period of extension 1 year</p> <p>(ii) Advance notice for declaration of option (days) 30 days</p>
<p>11. Automatic extension period to complete voyage or well (Cl. 1(c)) N/A</p> <p>(i) Voyage or well (state which) Voyage</p> <p>(ii) Maximum extension period (state number of days) N/A</p>	<p>12. Mobilization charge (Cl. 2(b)(i)) Crew Relocation (i) Lump sum \$1,200.00 (ii) When due Upon completion of call up</p>
<p>13. Early termination of charter (state amount of hire payable (Cl. 31(a)) (i) State yes, if applicable Yes (ii) If yes, state amount of hire payable \$2,820.00</p>	<p>14. Number of days notice of early termination (Cl.31(a)) Seven working days</p>
<p>16. Area of operation (Cl.6(a)) Minas Basin, NS</p>	<p>15. Demobilization charge (lump sum) (Cl.2(e)) and Cl.31(a) \$1,200.00</p>
<p>18. Specialist operations (Cl. 6(a)) N/A</p> <p>(i) State if vessel may be used for ROV Operations No</p> <p>(ii) State if vessel may be employed as a diving platform Yes *3 man certified dive team complete with surface supplied dive equipment &amp; DVR Video \$2600.00/day (Monday-Friday)</p>	<p>17. Employment of vessel restricted to (state nature of service(s)) (Cl.6(a)) Personnel &amp; Equipment Transfers, Line Recovery within vessel limitations</p> <p>19. Bunkers (Cl.10) (i) Quantity of bunkers on delivery and redelivery N/A (ii) Price of bunkers on delivery N/A (iii) Price for bunkers on redelivery N/A (iv) Fuel specification and grades for fuel supplied by Charterers #1 Diesel</p>
<p>20. Charter hire (state rate and currency) (Cl.12(a), (d) and (e)) \$2820.00/12 hr day Canadian Dollars</p>	<p>21. Extension hire (if agreed, state rate) (Cl. 12(b)) Year 2 and Year 3 based on CPI Index</p>
<p>22. Invoicing for hire and other payments (Cl 12(d)) N/A</p> <p>(i) State whether to be issued in advance or arrears Arrears</p> <p>(ii) State by whom to be issued if other than the party stated in Box 2 N/A</p> <p>(iii) State to whom to be issued if addressee other than stated in Box 3 N/A</p>	<p>23. Payments (state mode and place of payment, also state beneficiary and bank account) (Cl. 12(e)) RMI Marine Limited TD Canada Trust Barrington/George Sts Halifax, NS Canada Account #0160-5211596 Transit/Bank ID#54203/004</p>

24. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 12(e)) N/A	25. Interest rate payable (Cl.12 (e)) N/A
26. Maximum audit period (Cl. 12(g)) N/A	27. Meals (state rate agreed) (Cl.6(c)(i)) Supplied by Charterer
28. Accomodation (state rate agreed) (Cl.6(c)(i)) Supplied by Charterer	29. Sublet (state amount of daily increment of charter hire) (Cl.20) N/A
30. War cancellation (indicate countries agreed) (Cl.23) N/A	
31. General Average (Place of settlement - only to be filled in if other than London) (Cl.26) N/A	
32. Taxes (Payable by Owners) (Cl.30) Charterers responsible to pay HST	
33. Breakdown (State period) (Cl.31(b)(v)) 48 hours	
34. Dispute resolution (state (a), (b) or (c) of Cl. 34, as agreed; if (c) agreed also state Place of Arbitration) (Cl.34) (c) Province of Nova Scotia and Canada	
35. Numbers of additional clauses covering special provision, if agreed N/A	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses, if any agreed and stated in Box 35, and PART II as well as ANNEX "A" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" to the extent of such conflict but no further.

Signature (Owners)  	Signature (Charterers)   <b>Jeremy Poste</b> OpenHydro Technology Canada County Manager
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Terms based on Supply Time 2005

## Part I

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses, if any agreed and stated in Box 35, and Part II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further.

## PART II

### Definitions

"Owners" shall mean the party stated in Box 2

"Charterers" shall mean the party stated in Box 3

"Vessel" shall mean the vessel named in Box 4 and with particulars stated in ANNEX "A"

"Offshore Unit" shall mean any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipe-laying or repair, exploitation or production.

"Employees" shall mean employees, directors, officers, servants, agents or invitees.

### 1. Charter Period

(a) The Owners let and the Charterers hire the Vessel for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.

(b) Subject to Clause 12(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).

(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).

### 2. Delivery and Redelivery

(a) Delivery. - Subject to Clause 2(b) the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.

(b) Mobilisation. – (i) The Charterers shall pay a firm fixed mobilization charge as stated in Box 12 without discount.

(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable and earned on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.

(c) Cancelling. -In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.

(d) Redelivery. - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with clean tanks at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).

(e) Demobilisation. - The Charterers shall pay a firm fixed demobilisation charge without discount in the amount as stated in Box 15 which amount shall be paid on the expiration or on earlier termination of this Charter Party.

### 3. Condition of Vessel

(a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and Class as specified in ANNEX "A", attached hereto, and in a thoroughly efficient state of hull and machinery.

(b) The Owners shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service stated in Clause 6 throughout the period of this Charter Party.

### 4. Structural Alterations and Additional Equipment

The Charterers shall, at their expense, have the option of making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners, which shall not be unreasonably withheld.

Unless otherwise agreed, the Vessel is to be redelivered reinstated, at the Charterers' expense, to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers shall at all times be responsible for repair and maintenance of any such alteration or additional equipment. However, the Owners may, upon giving notice, undertake any such repair and



maintenance at the Charterers' expense, when necessary for the safe and efficient performance of the Vessel.

#### 5. Survey

The Owners and the Charterers shall jointly survey for the purpose of determining and agreeing in writing, the condition of the Vessel, any anchor handling and towing equipment specified in ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder

#### 6. Employment and Area of Operation

(a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 17, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 16 which shall always be within International Navigation Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment.

Unless otherwise stated in Box 18(i), the Charterers shall not have the right to use the Vessel for ROV operations. Unless otherwise stated in Box 18(ii), the Vessel shall not be employed as a diving platform.

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.

(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores.

The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:

(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 27 per meal and at the rate as stated in Box 28 per day for the provision of bedding and services for persons using berth accommodation.

(ii) Lawful cargo whether carried on or under deck.

(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.

(iv) Hazardous or noxious substances, subject to Clause 14(f), proper notification and any pertinent regulations.

#### 7. Master and Crew

(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.

(ii) (1) No Bills of Lading shall be issued for shipments under this Charter Party.

(2) The Master shall sign cargo documents as directed by the Charterers in the form of receipts that are non-negotiable documents and which are clearly marked as such.

(3) The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Charterers to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Owners under the terms of this Charter Party.

(b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.

(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.

(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services

hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.

#### 8. Owners to Provide

(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engine room stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.

(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment specified in ANNEX "A".

#### 9. Charterers to Provide

(a) not used

(b) At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew, cleaning of cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes, slings and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, inert gas required for the protection of cargo, and electrodes used for offshore works, and shall reimburse the Owners for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc. used for offshore works, all hose connections and adaptors, and further, shall refill oxygen/acetylene bottles used for offshore works.

(c) Upon entering into this Charter Party or in any event no later than the time of delivery of the Vessel the Charterers shall provide the Owners with copies of any operational plans or documents which are necessary for the safe and efficient operation of the Vessel. All documents received by the Owners shall be returned to the Charterers on redelivery.

(d) not used

(e) The Charterers shall pay for any replacement of any anchor handling/towing/lifting wires and accessories which have been placed on board by the Owners or the Charterers, should such equipment be lost, damaged or become unserviceable, other than as a result of the Owners' negligence.

(f) The Charterers shall pay for any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any financial security required shall be provided by the Owners.

10. Not used

11. ISPS/MTSA Clause for Time Charter Parties – NOT USED

12. Hire and Payments

(a) Hire. - The Charterers shall pay Hire for the Vessel at the rate stated in Box 20 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.

(b) Extension Hire. - If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 21, be agreed between the Owners and the Charterers. Should the parties fail to reach an agreement, then the Charterers' shall not have the option to extend the Charter Period.

(c) Adjustment of Hire. - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements, or regulations governing the Vessel and/or its Crew or this Charter Party or the application thereof.

(d) Invoicing. - All invoices shall be issued in the contract currency stated in Box 20. In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 22(i) or at the expiration or earlier termination of this Charter Party.

(e) Payments. - Payments of Hire, and disbursements for the Charterers' account shall be received within the number of days stated in Box 24 from the date of receipt of the invoice. Payment shall be made in the currency stated in Box 20 in full without discount to the account stated in Box 23.

However, any advances for disbursements made on behalf of and approved by the Owners may be deducted from Hire due.

Where an invoice is disputed, the Charterers shall notify the Owners before the due date and in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify such reason.

Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.

(f) (i) Where there is a failure to pay Hire by the due date, the Owners shall notify the Charterers in writing of such failure and 14 business days past due date may also suspend the performance of any or all of their obligations under this Charter Party until such time as all the Hire due to the Owners under the Charter Party has been received by the Owners. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on Hire. The Owners' right to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Charter Party.

(ii) If after 5 days of the written notification referred to in Clause 12(f)(i) the Hire has still not been received the Owners may at any time while Hire remains outstanding withdraw the Vessel from the Charter Party. The right to withdraw is to be exercised promptly and in writing and is not dependent upon the Owners first exercising the right to suspend performance of their obligations under the Charter Party pursuant to Clause 12(f)(i) above. The receipt by the Owners of a payment from the Charterers after the five day period referred to above has expired but prior to the notice of withdrawal shall not be deemed a waiver of the Owners' right to cancel the Charter Party.

(iii) Where the Owners choose not to exercise any of the rights afforded to them by this Clause in respect of any particular late payment of Hire, or a series of late payments of Hire, under the Charter Party, this shall not be construed as a waiver of their right either to suspend performance under Clause 12(f)(i) or to withdraw the Vessel from the Charter Party under Clause 12(f)(ii) in respect of any subsequent late payment under this Charter Party.

(iv) The Charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under the Bill of Lading or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter Party.

(g) Audit. - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 26, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.

### 13. Suspension of Hire

(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from

working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:

- (i) the carriage of cargo as noted in Clause 6(c)(iii) and (iv);
- (ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;
- (iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;
- (iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;
- (v) detention or damage by ice;
- (vi) any act or omission of the Charterers, their servants or agents

(b) Liability for Vessel not Working. – The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire, except as provided in Clause 11(a)(iii).

#### 14. Liabilities and Indemnities

##### (a) Definitions

For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and subcontractors, and Employees of any of the foregoing.

For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, and their contractors, subcontractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed), and Employees of any of the foregoing.

##### (b) Owners Liability

(i) Owners. - Notwithstanding anything else contained in this Charter Party excepting Clauses 6(c)(iii), 9(b), 9(e), 9(f), 10(d), 11, 12(f)(iv), 14 (d), 15 (b), 18(c), 26 and 27, the Charterers shall not be responsible for loss of or damage to the property of any member of the Owners' Group, including the Vessel, or for personal injury or death of any member of the Owners' Group arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers' Group, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions,

proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.

(c) Consequential Damages.

Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 14(a).

"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party.

(d) Limitations.

Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.

(e) Himalaya Clause.

(i) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, coventurers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed) ; their respective Employees and their respective underwriters.

(ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator,

its demise charterer(s), their respective Employees and their respective underwriters.

(iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

## 15. Pollution

(a) Except as otherwise provided for in Clause 18(c)(iii), the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of cleanup or control thereof arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein.

(b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or threatened pollution damage, even where caused wholly or partially by the act, neglect or default of the Owners, their Employees, contractors or sub-contractors or by the unseaworthiness of the Vessel.

(c) The Charterers shall, upon giving notice to the Owners or the Master, have the right (but shall not be obliged) to place on board the Vessel and/or have in attendance at the site of any pollution or threatened incident one or more Charterers' representative to observe the measures being taken by Owners and/or national or local authorities or their respective servants, agents or contractors to prevent or minimise pollution damage and to provide advice, equipment or manpower or undertake such other measures, at Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are reasonably necessary to prevent or minimise such pollution damage or to remove the threat of pollution damage.

## 16. Wreck Removal

If the Vessel becomes a wreck and is an obstruction to navigation and has to be removed by order of any lawful authority having jurisdiction over the area where the Vessel is placed or as a result of compulsory law, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the Vessel.

## 17. Insurance

(a) (i) The Owners shall procure and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX "B". Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.

(b) The Owners shall upon request furnish the Charterers with copies of certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party.

(c) If the Owners fail to comply with the aforesaid insurance requirements, the Charterers may, without prejudice to any other rights or remedies under this Charter Party, purchase similar coverage and deduct the cost thereof from any payment due to the Owners under this Charter Party.



## 18. Saving of Life and Salvage

(a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of Hire provided however that notice of such deviation is given as soon as possible.

(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services.

All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants consumed, Hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage.

The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.

(c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title. If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:

(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.

(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional actual expenses thereby incurred, upon provision of evidence of such expenses by the Owner

(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.

(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under Clause 18(c)(ii), and time taken for such repairs shall not count against time granted under Clause 13(c).

#### 19. Lien

The Owners shall have a lien upon all cargoes and equipment for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Should the Vessel be arrested by reason of claims or liens arising out of her operation the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.

#### 20. Sublet and Assignment

(a) Charterers. - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party. The person or company taking such subletting, assigning or loan and their contractors and sub-contractors shall be deemed contractors of the Charterers for all the purposes of this Charter Party.

The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners in Box 29, having regard to the nature and period of any intended service of the Vessel.

(b) Owners. - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld. Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.

#### 21. Substitute Vessel

The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.

#### 22. War Risks

(a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed

selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(f) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(h) If in compliance with any of the provisions of sub clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

#### 23. War Cancellation Clause 2004

Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)

(b) between the countries stated in Box 30.

#### 24. Ice Clause

(a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow icebreakers.

(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.

(c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.

(d) Any additional premiums and/or calls required by the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.

#### 25. Epidemic/Fever

The Vessel shall not be ordered to nor bound to enter without the Owners' written permission any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel.

Notwithstanding the terms of Clause 13, Hire shall be paid for all time lost including any lost owing to loss of or sickness to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.

#### 26. General Average and New Jason Clause

General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York-Antwerp Rules, 1994.

Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery".

#### 27. Both-to-Blame Collision Clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any

ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

#### 28. Health and Safety

The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.

#### 29. Drugs and Alcohol Policy

The Owners undertake that they have, and shall maintain for the duration of this Charter Party, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to time.

The Owners shall exercise due diligence to ensure that the D & A Policy is understood and complied with on and about the Vessel. An actual impairment, shall not in and itself mean that the Owners have failed to exercise due diligence.

#### 30. Taxes

Within the day rate the Owners shall be responsible for the taxes stated in Box 32 and the Charterers shall be responsible for all other taxes.

In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.

#### 31. Early Termination

(a) At Charterers' Convenience. - The Charterers may terminate this Charter Party at any time by giving the Owners written notice of termination as stated in Box 14, upon expiry of which, this Charter Party will terminate. Upon such termination, Charterers shall pay the compensation for early termination stated in Box 13 and the demobilisation charge stated in Box 15, as well as Hire or other payments due under the Charter Party up to the time of termination. Should Box 13 be left blank, Clause 31(a) shall not apply.

(b) For Cause. - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:

(i) Requisition. - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.

(ii) Confiscation. - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period (other than by way of arrest for the purpose of obtaining security).

(iii) Bankruptcy. - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.

(iv) Loss of Vessel. - If the Vessel is lost or becomes a constructive total loss, or is missing unless the Owners promptly state their intention to provide, and do in fact provide, within 14 days of the Vessel being lost or missing, at the port or place from which the Vessel last sailed (or some other mutually acceptable port or place) a substitute vessel pursuant to Clause 21. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.

(v) Breakdown. - If, at any time during the term of this Charter Party a breakdown of the Owners' equipment or Vessel result in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box 33 and have not initiated reasonable steps within 48 hours to remedy the non-performance or provided a substitute vessel pursuant to Clause 21.

(vi) Force Majeure. - If a force majeure condition as defined in Clause 32 prevents or hinders the performance of the Charter Party for a period exceeding 15 consecutive days from the time at which the impediment causes the failure to perform if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof reaches the other party.

(vii) Default. - If either party is in repudiatory breach of its obligations hereunder. Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments.

### 32. Force Majeure

Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

(a) acts of God;

(b) any Government requisition, control, intervention, requirement or interference;

(c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;

(d) riots, civil commotion, blockades or embargoes;

(e) epidemics;

(f) earthquakes, landslides, floods or other extraordinary weather conditions;

(g) strikes, lockouts or other industrial action, unless limited to the Employees of the party seeking to invoke force majeure;

(h) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;

(i) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within 2 working days of the occurrence of any such event/condition.

### 33. Confidentiality

All information or data provided or obtained in connection with the performance of this Charter Party is and shall remain confidential and not be disclosed without the prior written consent of the other party. The parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their sub-contractors, Employees and agents. This Clause shall not apply to any information or data that has already been published or is in the public domain. All information and data provided by a party is and shall remain the property of that party.

### 34. Dispute Resolution Clause

This Charter Party shall be governed by and construed in accordance with the laws of Province of Nova Scotia and Canada and any dispute arising out of or in connection with this Charter Party shall be referred to, the exclusive jurisdiction of the Courts of Nova Scotia except with respect to any matter within the exclusive jurisdiction of the Federal Court of Canada

### 35. Notices

(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.

(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

### 36. Headings



The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.

37. Severance

If by reason of any enactment or judgement any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.

38. Entire Agreement

This charter party, including all Annex's referenced herein and attached hereto, is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.

No.

This is Exhibit "B" referred to in the Affidavit  
of Eric Machum , sworn before me this 1<sup>st</sup> day  
of August, 2018.

A handwritten signature in black ink, appearing to read "Seamus Ryder", written over a horizontal line.

Seamus Ryder  
A Barrister & Solicitor in and for the Province of  
Nova Scotia



1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Statement

Date

7/31/2018

To:

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

		Amount Due	Amount Enc.		
		\$444,719.54			
Date	Description	Amount	Balance		
02/28/2018	Balance forward		0.00		
03/11/2018	18-3339 Bolt Removal- INV #3801.	6,292.11	6,292.11		
04/27/2018	PMT	-6,274.61	17.50		
04/27/2018	Discount	-17.50	0.00		
04/09/2018	18-3348 NDT Testing- INV #3808.	16,250.89	16,250.89		
05/15/2018	18-3365 Various Works- INV #3838.	103,598.61	119,849.50		
07/10/2018	INV #3867.	238,405.16	358,254.66		
07/10/2018	PMT	-103,598.61	254,656.05		
06/26/2018	18-3388 Parrsboro- INV #3868.	61,307.65	315,963.70		
07/24/2018	INV #3882.	34,410.21	350,373.91		
07/26/2018	INV #3884.	80,097.65	430,471.56		
06/05/2018	FORCE - Parrsboro- INV #3860.	8,808.66	439,280.22		
07/10/2018	INV #3877.	14,247.98	453,528.20		
07/10/2018	PMT	-8,791.16	444,737.04		
07/10/2018	Discount	-17.50	444,719.54		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>AMOUNT DUE</b>
0.00	367,161.00	61,307.65	0.00	16,250.89	\$444,719.54



**RMI Marine Limited**  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

<b>Date</b>	4/9/2018
<b>Invoice #</b>	3808
<b>P.O. No.</b>	4500030407
<b>Terms</b>	Net 30
<b>Job No.</b>	18-3348

Description	Cost Code	Hrs/Qty	Rate	Amount
Services of dive van, divers and equipment required to assist with NDT Testing; Saint John, NB:				
Thurs., March 22/18 - 0900-1800				
4 man dive crew @ \$325.00/hr x 9 hrs		9	325.00	2,925.00
Per Diem @ \$200.00/day			200.00	200.00
Mileage @ \$0.52/km x 420 kms		420	0.52	218.40
Accommodations @ \$97.90/room x 4 rooms		4	97.90	391.60
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
MPI Equipment @ \$425.00/day		1	425.00	425.00
Fri., March 23/18 - 0800-2100				
4 man dive crew @ \$325.00/hr x 13 hrs		13	325.00	4,225.00
4 man dive crew @ \$80.00/hr x 3 hrs O/T		3	80.00	240.00
Per Diem @ \$200.00/day			200.00	200.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Mileage @ \$0.52/km x 420 kms		420	0.52	218.40
Consumables			365.59	365.59
Third Party Billing - Cost +10%				
TJ Inspection Services			3,972.22	3,972.22
HST On Sales			15.00%	2,119.68

*It's been a pleasure working with you!*

GST/HST No. 855234373

<b>Subtotal</b>	\$14,131.21
<b>Sales Tax Total</b>	\$2,119.68
<b>Balance Due</b>	\$16,250.89



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Services of divers and equipment required to carry out various tasks (as per Daily Time Sheets), Saint John, NB:				
Tues., May 29/18 - 0730-1730				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Mileage @ \$0.515/km x 419kms		419	0.515	215.79
Accommodations @ \$418.00		1	418.00	418.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Wed., May 30/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$418.00		1	418.00	418.00
Per Diem @ \$50.00/day/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Thurs., May 31/18 - 0800-1930				
4 man dive crew @ \$325.00/hr x 11.5 hrs		11.5	325.00	3,737.50
4 man dive crew @ \$80.00/hr x 1.5 hrs O/T		1.5	80.00	120.00
Accommodations @ \$418.00		1	418.00	418.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
10 large welding rods @ \$8.00/rod		10	8.00	80.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure washer @ \$85.00/day		1	85.00	85.00
Fri., June 1/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$418.00		1	418.00	418.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sat., June 2/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hr O/T		10	80.00	800.00
Accommodations @ \$418.00		1	418.00	418.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
USB Stick		1	9.50	9.50
Sun., June 3/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hr O/T		10	80.00	800.00
Accommodations @ \$418.00		1	418.00	418.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
5 welding rods @ \$5.50/rod		5	5.50	27.50
Burning equipment @ \$250.00/day - Standby 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby 50%		0.5	85.00	42.50
Mon., June 4/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$391.60		1	391.60	391.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
5 large welding rods @ \$8.00/rod		5	8.00	40.00
5 welding rods @ \$5.50/each		5	5.50	27.50
Burning equipment @ \$250.00/day - Standby 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby 50%		0.5	85.00	42.50
Tues., June 5/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$391.60		1	391.60	391.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby 50%		0.5	85.00	42.50
Wed., June 6/18 - 1000-2000				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$391.60		1	391.60	391.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby 50%		0.5	250.00	125.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Burning equipment @ \$250.00/day - Standby 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Thurs., June 7/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$391.60		1	391.60	391.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Fri., June 8/18 - 0800-2030				
4 man dive crew @ \$325.00/hr x 12.5 hrs		12.5	325.00	4,062.50
4 man dive crew @ \$80.00/hr x 2.5 hrs O/T		2.5	80.00	200.00
Accommodations @ \$391.60		1	391.60	391.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sat., June 9/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hrs O/T		10	80.00	800.00
Accommodations @ \$391.60		1	391.60	391.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**





RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sun., June 10/18 - 0800-1900				
4 man dive crew @ \$325.00/hr x 11 hrs		11	325.00	3,575.00
4 man dive crew @ \$80.00/hr x 11 hrs O/T		11	80.00	880.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Mon., June 11/18 - 0800-2200				
4 man dive crew @ \$325.00/hr x 14 hrs		14	325.00	4,550.00
4 man dive crew @ \$80.00/hr x 4 hrs O/T		4	80.00	320.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Tues., June 12/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

### Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Description	Cost Code	Hrs/Qty	Rate	Amount
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Wed., June 13/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Thurs., June 14/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Fri., June 15/18 - 0800-1900				
4 man dive crew @ \$325.00/hr x 11 hrs		11	325.00	3,575.00
4 man dive crew @ \$80.00/hr x 1 hrs O/T		1	80.00	80.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50

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GST/HST No. 855234373

Subtotal

Sales Tax Total

Balance Due



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
<b>Sat., June 16/18 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hrs O/T		10	80.00	800.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Sun., June 17/18 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hrs O/T		10	80.00	800.00
Accommodations @ \$392.70		1	392.70	392.70
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Mon., June 18/19 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
<b>Tues., June 19/18 - 0800-1900</b>				
4 man dive crew @ \$325.00/hr x 11 hrs		11	325.00	3,575.00
4 man dive crew @ \$80.00/hr x 1 hr O/T		1	80.00	80.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Wed., June 20/18 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Thurs., June 21/18 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Fri., June 22/18 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sat., June 23/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hrs O/T		10	80.00	800.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sun., June 24/18 - 0800-1900				
4 man dive crew @ \$325.00/hr x 11 hrs		11	325.00	3,575.00
4 man dive crew @ \$80.00/hr x 11 hrs O/T		11	80.00	880.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
Rods @ \$5.50/each x 6		6	5.50	33.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Mon., June 25/18 - 0800-2100				
4 man dive crew @ \$325.00/hr x 13 hrs		13	325.00	4,225.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

Balance Due



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
4 man dive crew @ \$80.00/hr x 3 hrs O/T		3	80.00	240.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
Welding rods @ \$5.50/ea x 30		30	5.50	165.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Tues., June 26/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Wed., June 27/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Thurs., June 28/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

Balance Due



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Fri., June 29/18 - 0800-1800</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Sat., June 30/18 - 0800-1930</b>				
4 man dive crew @ \$325.00/hr x 11.5 hrs		11.5	325.00	3,737.50
4 man dive crew @ \$80.00/hr x 11.5 hrs O/T		11.5	80.00	920.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
<b>Sun., July 1/18 - 0800-1800 **STAT HOLIDAY</b>				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$200.00/hr x 10 hrs O/T		10	200.00	2,000.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day			375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Mon., July 2/18 - 0800-1830				
4 man dive crew @ \$325.00/hr x 10.5 hrs		10.5	325.00	3,412.50
4 man dive crew @ \$80.00/hr x .5 hr O/T		0.5	80.00	40.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
Welding rods @ \$5.50/rod x 10		10	5.50	55.00
Burning equipment @ \$250.00/day		1	250.00	250.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Tues., July 3/18 - 0800-1830				
4 man dive crew @ \$325.00/hr x 10.5 hrs		10.5	325.00	3,412.50
4 man dive crew @ \$80.00/hr x .5 hr O/T		0.5	80.00	40.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Wed., July 4/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
1 diver @ 65.00/hr x 10 hrs (Supervisor change out)		10	65.00	650.00
Accommodations @ \$446.60			446.60	446.60

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**





RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date 7/10/2018

Invoice # 3867

P.O. No. 4500031140

Terms Net 30

Job No. 18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
Burning equipment @ \$250.00/day		1	250.00	250.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day		1	85.00	85.00
Thurs., July 5/18 - 0800-1900				
4 man dive crew @ \$325.00/hr x 11 hrs		11	325.00	3,575.00
4 man dive crew @ \$80.00/hr x 1 hr O/T		1	80.00	80.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day		0.5	85.00	42.50
Fri., July 6/18 - 0800-1900				
4 man dive crew @ \$325.00/hr x 11 hrs		11	325.00	3,575.00
4 man dive crew @ \$80.00/hr x 1 hr O/T		1	80.00	80.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sat., July 7/18 - 0800-1830				
4 man dive crew @ \$325.00/hr x 10.5 hrs		10.5	325.00	3,412.50
4 man dive crew @ \$80.00/hr x 10.5 hrs O/T		10.5	80.00	840.00
Accommodations @ \$446.60			446.60	446.60

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal

Sales Tax Total

**Balance Due**



RMI Marine Limited  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

### Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

Date	7/10/2018
Invoice #	3867
P.O. No.	4500031140
Terms	Net 30
Job No.	18-3387

Description	Cost Code	Hrs/Qty	Rate	Amount
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Hydraulic Equipment & Tools @ \$375.00/day		1	375.00	375.00
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Sun., July 8/18 - 0800-2030				
4 man dive crew @ \$325.00/hr x 12.5 hrs		12.5	325.00	4,062.50
4 man dive crew @ \$80.00/hr x 12.5 hrs O/T		12.5	80.00	1,000.00
Accommodations @ \$446.60			446.60	446.60
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Welding equipment @ \$250.00/day		1	250.00	250.00
Burning equipment @ \$250.00/day		1	250.00	250.00
Hydraulic Equipment & Tools @ \$375.00/day - Standby @ 50%		0.5	375.00	187.50
Pressure Washer @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Mon., July 9/18 - 0800-1630 - Demob to Eastern Passage				
4 man dive crew @ \$325.00/day x 8.5 hrs		8.5	325.00	2,762.50
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Mileage @ \$0.515/km x 419 kms		419	0.515	215.79
**All equipment - No Charge				
Consumables			1,071.96	1,071.96
HST On Sales			15.00%	31,096.32

*It's been a pleasure working with you!*

GST/HST No. 855234373

Subtotal	\$207,308.84
Sales Tax Total	\$31,096.32
<b>Balance Due</b>	<b>\$238,405.16</b>



**RMI Marine Limited**  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

### Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

<b>Date</b>	7/10/2018
<b>Invoice #</b>	3877
<b>P.O. No.</b>	4500031569
<b>Terms</b>	Net 30
<b>Job No.</b>	FORCE

Description	Cost Code	Hrs/Qty	Rate	Amount
Services of M/V TIDAL RUNNER and crew required to assist in recovery of FAST II, Parrsboro, NS:				
Thurs., July 5/18 - 0400-2230				
M/V TIDAL RUNNER Mobilization - N/C			0.00	0.00
Crew Mobilization			1,448.00	1,448.00
M/V TIDAL RUNNER & crew @ \$2897.00/ 12 hrs			2,897.00	2,897.00
M/V TIDAL RUNNER & crew @ \$241.42/hr x 2.5 hrs		2.5	241.42	603.55
Crew Demobilization			1,448.00	1,448.00
Per Diem @ \$50.00/man x 2 men		2	50.00	100.00
M/V TIDAL RUNNER Demobilization - N/C			0.00	0.00
Mon., July 9/18 - 0500-1400				
M/V TIDAL RUNNER Mobilization - N/C			0.00	0.00
Crew Mobilization			1,448.00	1,448.00
M/V TIDAL RUNNER & crew @ \$2897.00/day			2,897.00	2,897.00
Crew Demobilization			1,448.00	1,448.00
Per Diem @ \$50.00/man x 2 men		2	50.00	100.00
M/V TIDAL RUNNER demobilization - N/C			0.00	0.00
HST On Sales			15.00%	1,858.43

*It's been a pleasure working with you!*

GST/HST No. 855234373

<b>Subtotal</b>	\$12,389.55
<b>Sales Tax Total</b>	\$1,858.43
<b>Balance Due</b>	\$14,247.98



*RMI Marine Limited*  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

### Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

<b>Date</b>	6/26/2018
<b>Invoice #</b>	3868
<b>P.O. No.</b>	4500030718
<b>Terms</b>	Net 30
<b>Job No.</b>	18-3388

Description	Cost Code	Hrs/Qty	Rate	Amount
Services of M/V TIDAL RUNNER and crews required to assist with mooring operations in Parrsboro, NS:				
Mon., June 18/18 - Mobilization to Parrsboro / Night Shift				
M/V TIDAL RUNNER mobilization			1,232.00	1,232.00
Crew Mobilization @ \$1448.00/shift x 2 shifts (4 people)		2	1,448.00	2,896.00
M/V TIDAL RUNNER and crew (Night Shift)			2,897.00	2,897.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Tues., June 19/18 - Mon., June 25/18 (Day Shift / Night Shift)				
M/V TIDAL RUNNER and crews (24 hrs) x 7 days @ \$5794.00/24 hr day		7	5,794.00	40,558.00
Per Diem @ \$200.00/day x 7 days		7	200.00	1,400.00
Tues., June 26/18 - Demobilization				
M/V TIDAL RUNNER demobilization			1,232.00	1,232.00
Crew Demobilization @ \$1448.00/shift x 2 shifts (4 people)		2	1,448.00	2,896.00
HST On Sales			15.00%	7,996.65

*It's been a pleasure working with you!*

GST/HST No. 855234373

<b>Subtotal</b>	\$53,311.00
<b>Sales Tax Total</b>	\$7,996.65
<b>Balance Due</b>	\$61,307.65



**RMI Marine Limited**  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

**Date** 7/26/2018

**Invoice #** 3884

**P.O. No.** 4500030718

**Terms** Net 30

**Job No.**

Description	Cost Code	Hrs/Qty	Rate	Amount
Services of M/V TIDAL RUNNER, M/V TRIDENT and crews require to assist with deployment operations, Parrsboro, NS:				
Wed., July 18/18 - Mobilize Tidal Runner & Crew				
M/V TIDAL RUNNER mobilization			1,232.00	1,232.00
Crew Mobilization (Day Shift)			1,448.00	1,448.00
M/V TIDAL RUNNER and crew (Day Shift)			2,897.00	2,897.00
Per Diem @ \$50.00/man x 2 men		2	50.00	100.00
Accommodations @ \$126.50			126.50	126.50
Thurs., July 19/18 - (Day Shift / Night Shift)				
Crew Mobilization (Night Shift)			1,448.00	1,448.00
M/V TIDAL RUNNER and crew (Day & Night Shift)			5,794.00	5,794.00
M/V TIDAL RUNNER and crew (Day Shift Add'l Hours) @ \$241.42/hr x 1.5 hrs		1.5	241.42	362.13
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Accommodations @ \$253.00/day		2	126.50	253.00
Fri., July 20/18 - Wed., July 25/18 - Day Shift / Night Shift				
M/V TIDAL RUNNER and crews (Day & Night Shift) @ \$5794.00/shift x 6 days		6	5,794.00	34,764.00
Per Diem @ \$50.00/man x 4 men x 6 days		6	200.00	1,200.00
Accommodations @ \$253.00/day x 6 days		6	253.00	1,518.00
Thurs., July 26/18 - Demobilize				
M/V TIDAL RUNNER demobilization			1,232.00	1,232.00
Crew demobilization @ \$1448.00/shift x 2 shifts		2	1,448.00	2,896.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
M/V TRIDENT;				

*It's been a pleasure working with you!*

GST/HST No. 855234373

**Subtotal**

**Sales Tax Total**

**Balance Due**



**RMI Marine Limited**  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

**Date** 7/26/2018

**Invoice #** 3884

**P.O. No.** 4500030718

**Terms** Net 30

**Job No.**

Description	Cost Code	Hrs/Qty	Rate	Amount
Thurs., July 19/18 - Mobilization of M/V TRIDENT & crew (0330-1900)				
M/V TRIDENT & crew mobilization			2,200.00	2,200.00
M/V TRIDENT and crew @ \$2200.00/day			2,200.00	2,200.00
Per Diem @ \$50.00/man x 2 men		2	50.00	100.00
Accommodations @ \$126.50/day			126.50	126.50
Fri., July 20/18 - Sun., July 22/18 - M/V TRIDENT & crew (0700-2330)				
M/V TRIDENT and crew @ \$2200.00/day x 3 days		3	2,200.00	6,600.00
Per Deim @ \$50.00/man x 2 men x 3 days		3	100.00	300.00
Accommodations @ \$126.50/day x 2 days		2	126.50	253.00
Sun., July 22/18 - Demobilization of M/V TRIDENT & crew				
M/V TRIDENT & crew demob			2,200.00	2,200.00
HST On Sales			15.00%	10,447.52

*It's been a pleasure working with you!*

GST/HST No. 855234373

**Subtotal** \$69,650.13

**Sales Tax Total** \$10,447.52

**Balance Due** \$80,097.65



**RMI Marine Limited**  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

## Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

**Date** 7/24/2018

**Invoice #** 3882

**P.O. No.** 4500030718

**Terms** Net 30

**Job No.** 18-3397

Description	Cost Code	Hrs/Qty	Rate	Amount
Services of divers and equipment to perform various works in Saint John, NB & assist with deployment in Parrsboro, NS:				
Mon., July 16/18 - 0730-1800 Mob to Saint John/BOP Work				
4 man dive crew @ \$325.00/hr x 10.5 hrs		10.5	325.00	3,412.50
4 man dive crew @ \$80.00/hr x .5 hr O/T		0.5	80.00	40.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Accommodations @ \$446.60			446.60	446.60
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Pressure washer equipment @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Mileage @ \$0.515/km x 419 kms		419	0.515	215.79
Tues., July 17/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Accommodations @ \$446.60			446.60	446.60
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Pressure washer equipment @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Wed., July 18/18 - 0800-1800 - Barge work & mob to Parrsboro				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Pressure washer equipment @ \$85.00/day - Standby @ 50%		0.5	85.00	42.50
Mileage @ \$0.515/km x 272 kms		272	0.515	140.08
Thurs., July 19/18 - 0800-1800 - Parrsboro, NS				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00

*It's been a pleasure working with you!*

GST/HST No. 855234373

**Subtotal**

**Sales Tax Total**

**Balance Due**



**RMI Marine Limited**  
 1377 Main Road, P.O. Box 469  
 Eastern Passage, NS Canada  
 B3G 1M7

# Invoice

### Invoice To

Openhydro Technology Canada Ltd.  
 Greenore Port  
 Greenore  
 Co Louth, Ireland

**Date** 7/24/2018

**Invoice #** 3882

**P.O. No.** 4500030718

**Terms** Net 30

**Job No.** 18-3397

Description	Cost Code	Hrs/Qty	Rate	Amount
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Fri., July 20/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Sat., July 21/18 - 0800-1800				
4 man dive crew @ \$325.00/hr x 10 hrs		10	325.00	3,250.00
4 man dive crew @ \$80.00/hr x 10 hrs O/T		10	80.00	800.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Sun., July 22/18 - 0630-2030 - Tail Work & Demob to Eastern Passage				
4 man dive crew @ \$325.00/hr x 14 hrs		14	325.00	4,550.00
4 man dive crew @ \$80.00/hr x 14 hrs O/T		14	80.00	1,120.00
Per Diem @ \$50.00/man x 4 men		4	50.00	200.00
Burning equipment @ \$250.00/day - Standby @ 50%		0.5	250.00	125.00
Mileage @ 0.515/km x 190 kms		190	0.515	97.85
HST On Sales			15.00%	4,488.29

*It's been a pleasure working with you!*

GST/HST No. 855234373

**Subtotal** \$29,921.92

**Sales Tax Total** \$4,488.29

**Balance Due** \$34,410.21