

The **LEVIATHAN** Facility

S.R.P. Edwards & Co. Ltd.
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S.R.P. EDWARDS & CO. LTD - SUPPLEMENTARY CONTRACT WORDING REVISED

A PROTECTION & INDEMNITY EXTENSION

A1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable as owner of the unit/equipment, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

- loss or damage to any fixed or movable object or property or other interest whatsoever, other than the unit/equipment, arising from any cause whatsoever
- any attempted or actual raising, removal or destruction of the wreck of the unit/equipment, or any neglect or failure to raise, remove, or destroy the same
- loss of life, personal injury, illness or payments made for life salvage
- liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement

A2 The Underwriters agree to indemnify the Assured for either of the following arising from an accident or occurrence during the period of this insurance:

- fines imposed on the unit/equipment, or on the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the unit/equipment, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member
- legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

B EXCLUSIONS

B1 Notwithstanding the provisions of the above this extension does not cover any liability cost or expense arising on respect of:

any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in or about or in connection with the Vessel or her cargo, materials or repairs

- liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement
- punitive or exemplary damages, however described

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- cargo or other property carried, to be carried or which has been carried on board a vessel but this Clause shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
- pollution or contamination of any real or personal property or thing whatsoever
- general average, sue and labour and salvage charges, salvage, and/or collision liability by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate
- liability to crew or passengers on board vessels and/or operators of the units/equipment
- Contract works, including but not limited to pipelines or cables being laid, oil field equipment being inspected, worked on or over.

B2 The indemnity provided by this cause shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

Where the Assured or the Underwriters may or could have limited their liability the indemnity under this clause in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

In no case shall the Underwriter's liability in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel

PROVIDED ALWAYS THAT

- prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this extension and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this extension
- the Assured shall not admit liability for or settle any claim for which he may be insured under this extension without the prior written consent of the Underwriters.

C MINES EXTENSION

The Underwriters agree to indemnify the assured for physical damage caused to their own property through the risks of mines, bombs, torpedoes and other engines of war. Excluding Cuba and Cuban waters. Warranted not operating in water prohibited to commercial craft by reason of U.S. Navy or Coast guard instructions through notice to marines or other means.

D STRIKES AND MALICIOUS DAMAGE EXTENSION

The Underwriters agree to indemnify the assured for physical damage caused to their own property, caused by strikers, locked-out workmen, persons taking part in labour disturbances or persons acting maliciously