Purchase Order # _____
Project # _____

CHARTER AGREEMENT

This Charter Agreement ("this Agreement") is made as of March 9, 2007 by and between Steve Fosmark ("Mr. Fosmark") and Monterey Bay Aquarium Research Institute ("MBARI"), in light of the following recitals:

WHEREAS, Mr. Fosmark is engaged in the business of commercial fishing and is available to perform duties as a guard vessel during installation of the MARS cable;

WHEREAS, MBARI is engaged in scientific research and development in various marine-related fields, including, but not limited to, cabled observatory development;

WHEREAS, pursuant to telephone discussions between Mr. Fosmark and MBARI in October and November 2006, Mr. Fosmark expressed interest in providing guard vessel services for MBARI during MARS cable installation;

WHEREAS, Mr. Fosmark is the owner of a vessel capable of performing the necessary functions; and

WHEREAS, Mr. Fosmark is willing to charter the SEEADLER to MBARI in accordance with the terms of this Agreement.

In consideration of the mutual promises contained herein, the parties agree, as follows:

1. **Charter.** MBARI hereby agrees to charter a vessel from Mr. Fosmark, and Mr. Fosmark agrees to charter the vessel to MBARI, in accordance with the terms of this Agreement. The charter services shall include use of the vessel to conduct guard vessel duties during MARS cable installation. Mr. Fosmark will perform duties, including monitoring the area surrounding the cable installation vessel and communicating via radio to approaching vessels, as necessary; maintaining a logbook to be submitted to MBARI detailing activities throughout operations; and perform duties in 12-hour shifts (midnight to noon or noon to midnight, as assigned by MBARI) throughout cable installation. Installation operations will be conducted 24 hours a day, 7 days a week. Cable installation activities include a pre-lay grapnel run along the cable route, placement of a science node on Smooth Ridge, cable lay and burial, and pulling the cable ashore. Activities are anticipated to last approximately 10 days, but may be more or less depending on unanticipated factors, such as poor weather, mechanical problems, etc. Currently, installation is scheduled to begin on approximately March 9, 2007, and all services should be completed by March 19, 2007. However, these dates may change by a few days as the installation plan is finalized. The completion date may be extended up to March 31 if unexpected circumstances arise. MBARI will inform Mr. Fosmark of the exact start date as soon as it is known. This charter includes weekend and holiday use of the vessel and Mr. Fosmark's services.

2. **Fees.** In full compensation for this charter, MBARI shall pay Mr. Fosmark a standard rate of $3180 for each full 12-hour shift which it employs the SEEADLER, for the first three shifts. Any additional shifts will be paid at a rate of $2500 for each full 12-hour shift. A fee for each partial shift (<12 hours) will be calculated at a rate of $210 per hour.

3. **Payment.** MBARI shall pay the fee due Mr. Fosmark within thirty (30) days following receipt of Mr. Fosmark's invoice upon completion of the charter.

4. **Weather.** Mr. Fosmark will not charge MBARI for any full day that the SEEADLER remains in port in Moss Landing because of weather or for any other reason. Any partial day at sea will be charged at the hourly rate. If, after leaving port to commence operations under this Agreement, the SEEADLER is required to take refuge in another port because of weather, the maximum charge to MBARI will be for three (3) days at the standard rate. If the charter is canceled altogether by weather, Mr. Fosmark shall be under no obligation to interrupt his business and other commitments to reschedule the SEEADLER.

5. **Operational Responsibility.** The Master of the SEEADLER shall be solely responsible for all decisions concerning the operation of the SEEADLER, including, but not limited to, decisions concerning the weather, the safety of the SEEADLER, other equipment belonging to Mr. Fosmark, and the persons on board the SEEADLER. MBARI and all of its personnel will cooperate fully with all decisions made by the Master.

6. **MBARI Personnel.** All employees and representatives of MBARI and agency monitoring representatives who intend to board the SEEADLER must board the vessel while it is in port; no at-sea boarding will be permitted. MBARI warrants that any of its employees and representatives who board the SEEADLER are not to be deemed employees of the vessel owner. Further, any MBARI employees or representatives will not be permitted to perform any activities customarily recognized as crewmember navigational or guard duties while aboard the SEEADLER and will only have the status and activities of "business invitees" while aboard the vessel. In the event an employee or representative of MBARI alleges that he or she was an employee of the vessel owner, MBARI agrees to hold harmless and defend the vessel owner, the SEEADLER and the United Trollers' Fund against any such claim, including reimbursement of attorney fees and costs. Mr. Fosmark will allow agency monitoring representatives to inspect the vessel and any documentation if required by those representatives. MBARI employees and agency representatives will limit the number of times and the frequency with which they board the vessel to only that which is necessary to accomplish any required functions.

7. **Allocation of Risks.** Mr. Fosmark shall assume all risk of loss of or damage to the SEEADLER, and MBARI shall have no liability therefor.

8. **Indemnification.** Mr. Fosmark agrees to defend, indemnify and hold harmless MBARI, and its directors, officers, employees, and agents (hereinafter "Indemnitees") from and against any claim, judgment, award, damages, loss or expense, including reasonable attorneys' fees because of, but not limited to, loss of life of, or injury to, or illness of any person, or loss of, or damage to, or expense in connection with any vessel or other property arising out of or related to the charter of the SEEADLER and the guard vessel duties as described, except to the extent caused by the sole negligence and/or willful misconduct of the "Indemnitees." Under no circumstances shall Mr. Fosmark be liable for consequential damages under this Agreement.

9. **Insurance.** At all times during the term of this Agreement, Mr. Fosmark shall carry Protection & Indemnity including Jones Act crew coverage at limits not less than $1,000,000, as reflected on the insurance certificate attached hereto as Exhibit "A". Mr. Fosmark shall cause MBARI to be named as additional insured on these insurance policies and to receive at least thirty (30) days' prior written notice of cancellation of any of these policies. Workers' Compensation, USL&H, and General Liability insurance requirements are removed at this time as the vessel owner attests that these coverages do not apply because the vessel owner does not currently have exposures to which this insurance is applicable. If this should change at any time while the vessel owner is providing services to MBARI, proof of these coverages must be submitted to MBARI immediately.

10. **Notices.** Any notice under this Agreement shall be effective upon delivery by mail, facsimile or express delivery to the following addresses:

    To MBARI: Monterey Bay Aquarium Research Institute
    7700 Sandholdt Road
    Moss Landing, California 95039-0628
    Attn.: Michael Pinto, Chief Financial Officer
    Fax no.: (831) 775-1620

    To Mr. Fosmark: Steve Fosmark
    3059 Sherman Road
    Pebble Beach, CA 93953

11. **Dispute Resolution.** The parties agree to attempt in good faith to resolve any dispute relating to this Agreement. If they are unable to do so, they agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim relating to this Agreement or its breach or any question of arbitrability shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any such mediation or arbitration shall be held in Monterey, California, unless another location is mutually agreed upon.

12. **Invoices:** In accordance with Items 1 & 2 above, Charter, Fees, and Payment, payments will be made for services as rendered within the time period described in Item 1 and within the amount so authorized, upon receipt of itemized invoices, to be submitted no more frequently than monthly by Mr. Fosmark. Invoices must be addressed to MBARI and reference the Purchase Order number assigned by MBARI on the first page of this agreement.

13. **Audit:** MBARI, the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers or records of Mr. Fosmark's which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

14. **Federal Funds:** Agreements made with Federal grant funds are subject to compliance with the standards and requirements as set forth in OMB Circular A-110, section 48, Contract Provisions and Appendix A, and OMB Circular A-133 paragraph 5. All procurement requirements contained in the above referenced Circulars are incorporated here in by reference.

15. **Miscellaneous.** This is the entire agreement between the parties on the subject matter and may not be modified except in writing signed by both parties. This Agreement shall apply to and be binding upon the heirs, personal representatives, successors and assigns of the parties. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement or any obligations thereunder without the express written consent of the other. In any action to enforce or interpret this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees from the other party.

MONTEREY BAY AQUARIUM RESEARCH INSTITUTE

Michael Pinto, Chief Financial Officer

STEVE FOSMARK

Steve Fosmark

United Trollers Fund

1900 W. NICKERSON, SUITE 213
FISHERMEN'S TERMINAL
SEATTLE, WASHINGTON 98119

PHILIP D. HINGSTON, MANAGER

(206) 285-4341
FAX (206) 284-4525

March 5, 2007

Steve Fosmark
3059 Sherman Road
Pebble Beach, CA 93953

Dear Steve:

The United Trollers' Fund names Monterey Bay Aquarium Research Institute as an additional assured. The amount of protection provided by the United Trollers' Fund is limited to $700,000 per occurrence. The rights of Monterey Bay Aquarium Research Institute as an additional assured shall be limited to the rights and liabilities that may arise from the charter agreement between Monterey Bay Aquarium Research Institute and Steve Fosmark only and shall not apply for any other purpose. By naming Monterey Bay Aquarium Research Institute as an additional assured for this limited purpose, Monterey Bay Aquarium Research Institute does not become a member of the United Trollers' Fund. The United Trollers' Fund agrees to provide Monterey Bay Aquarium Research Institute 30 days' prior written notice of cancellation.

Please let me know If we can be of further assistance.

Sincerely,

Philip D. Hingston, Manager

POSEIDON INSURANCE SERVICES L.L.C.

4027 21st Ave. W. Suite 100 Seattle, WA 98199
PH: 206 284-2165 FAX : 206 283-6973

CERTIFICATE NO. 023C/07
(Amended)

TO: Monterey Bay Aquarium Research Institute 831.775.1645

Attn: Mandy

CERTIFICATE OF INSURANCE

This is to certify that we have effected policy(ies)of insurance as described below an that coverage is in force at this time for:

ASSURED:	Steven G. Fosmark
ADDITIONAL ASSURED:	Monterey Bay Aquarium Research Institute (MBARDI)
FOR ACCOUNT OF:	Themselves
UPON:	F/V "Seeadler"
LOSS PAYEE:	N/A

COVERAGE DATES: FROM: March 9, 2007 TO: April 10, 2007

COVERAGE(s): 1) $ 300,000.00 Excess of $ 700,000.00 Any One Accident Or Occurrence
Protection and Indemnity Insurance
Excess P&I Insurance

CONDITIONS: Per Policy to be Issued by BESSO Ltd; Following Primary $ 700,000 provided by United Trollers Fund; excluding crew and pollution Liability

Security (1) Lloyds & Certain Companies through BESSO Ltd Policy # TBA 100%

Premium: $ 1,500.00

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE ASSURED BY ACCEPTING THIS INSTRUMENT THAT POSEIDON INSUANCE SERVICES LLC. IS NOT ONE OF THE UNDERWRITERS OR ASSURERS HEREUNDER AND NEITHER IS NOR SHALL BE IN ANY WAY OR IN ANY EXTENT LIABLE FOR ANY LOSS OR CLAIM WHATEVER, BUT THE ASSURERS HEREUNDER ARE ONLY THOSE UNDERWRITERS WHOSE NAMES ARE ON FILE AS HEREINBEFORE SET FORTH.

IN CASE OF LOSS, SUCH LOSS TO BE PAID AFTER ALL INDEBTEDNESS OF THE ASSURED TO POSEIDON INSURANCE SERVICES AND/OR THE COMPANIES NAMED HEREIN IS FIRST DEDUCTED ERRORS AND OMISSIONS EXCEPTED. PLEASE ADVISE OF ANY ERROR OR OMISSIONS. IN DUE COURSE OF MAIL, IF REQUESTED, A POLICY WILL BE ISSUED IN EXCHANGE FOR THIS CERTIFICATE.

BY: Tom R Cozzetto DATED AT SEATTLE, WASHINGTON THIS 28th Day of February 2007

Cc: Steven G. Fosmark
3059 Sherman Road
Pebble Beach, CA 93953

DESCRIPTION	RATE	AMOUNT
Section A, Vessel Coverage: Fishing Operation March 1 - October 31	400.00	400.00
Section B, Crew Coverage: 1 Crew/Summer Only	1,350.00	1,350.00
1999 Refund: 8 yr average 69.73%	-1,126.14	-1,126.14
Figures below reflect an increase in the cost of coverage up to $700,000		
Section A, Vessel Coverage: Fishing Operation March 1 - October 31	300.00	300.00
Section B, Crew Coverage: Month	240.00	240.00

Cost for 2007 Coverage	$1,163.86
Less Payments and Credits	$0.00
Balance of Account	$1,163.86

The protections provided by the United Trollers Fund are described in the latest version of the Trollers Fund bylaws.

Amount Due: **$0.00**

Date Due: **4/6/2007**

To ensure proper credit, detach and return this portion with your payment.

Acct. # FOSMA1

Vessel SEEADLER

Steve Fosmark
3059 Sherman Road
Pebble Beach, CA 93953

Please make check payable to:

United Trollers Fund
1900 W. Nickerson Suite 213
Seattle, WA 98119

Invoice # 2239

Due Date 4/6/2007

Amount Due $0.00

Amt. Enclosed _____