

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. d/b/a BLUE DOLPHIN YACHTING CENTER, INC., Plaintiff in the above numbered cause and hereinafter referred to as "Plaintiff," complaining of SHAD TURNER, Defendant herein and hereinafter referred to as "Defendant," and for its causes of action and claims for relief would respectfully show the court the following:

I.

DISCOVERY CONTROL PLAN

Discovery is intended to be conducted under Level 1 of Rule 190, Tex. R. Civ. P. Plaintiff affirmatively pleads, pursuant to Rule 47, Tex. R. Civ. P., that it seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorneys' fees and costs.

- 2.01 Defendant SHAD TURNER is a natural person residing in Harris County, Texas, who can be served with process at 5611 Blackjack Lane, Houston, Harris County, Texas 77088.
 - 2.02 The amount in controversy is within the jurisdictional limits of this honorable court.
- 2.03 Venue is proper in Harris County, Texas, pursuant to Chapter 15 of the Texas Civil Practice and Remedies Code.

III.

- 3.01 On or about July 1, 2021, Defendant SHAD TURNER entered into a Lease Agreement ("Lease Agreement") with Plaintiff to lease Boat Slip No. 1007, Pier 10 (the "Boat Slip"). A true and correct copy of the Lease Agreement is attached hereto as Exhibit "A," and incorporated herein by reference as if set forth verbatim.
- 3.02 Defendant failed to make the Boat Slip rental payments when due, and as a result Plaintiff filed an eviction action and obtained a Judgment on May 30, 2024.
- 3.03 Not only did Defendant fail to make rental payments when due, he abandoned his vessel, the "Bijou," which sunk in the boat slip.
- 3.05 Plaintiff was forced to remove the sunk vessel so that the Boat Slip could be leased to someone else. The costs to remove the sunk vessel resulted in Plaintiff's damages in the amount of \$18,850.00. See Exhibit "B" hereto which is incorporated herein as if set forth verbatim.
- 3.06 On November 6, 2024, Plaintiff sent a letter to Defendant demanding that he pay Plaintiff's costs (plus attorney's) for removal and disposal of the Defendant's sunk vessel. The letter was sent by certified mail, return receipt requested, and by first class mail, postage prepaid. See Exhibit "C" hereto.
 - 3.07 Defendant failed to reimburse Plaintiff for its costs for removing the sunk vessel.

IV.

DAMAGES

As shown by Exhibit "B," Plaintiff would show that it has been damaged in the principal amount of \$18,850.00.

V.

ATTORNEY'S FEES AND INTEREST

Plaintiff would show that, in accordance with Exhibit "A," it is entitled to recover from Defendant all reasonable and necessary attorneys' fees incurred.

Plaintiff would show that it is entitled to recover post-judgment interest on court costs and attorney's fees at the statutory judgment rate which is prevailing at the time of judgment.

WHEREFORE, PREMISES CONSIDERED, Plaintiff SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. prays that Defendant SHAD TURNER be cited to appear and answer herein, and that upon final hearing, Plaintiff SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. d/b/a BLUE DOLPHIN YACHTING CENTER, INC. d/b/a BLUE DOLPHIN YACHTING CENTER, INC. have Judgment of, from and against said Defendant SHAD TURNER for the following:

- 1. for damages in the principal amount of \$18,850.00;
- for reasonable attorneys' fees in the amount of at least \$5,000.00;
- 4. for costs of court herein expended;
- for lawful post-judgment interest on the unpaid principal balance at the lawful rate of 8% per annum;
- for lawful post-judgment interest on court costs and attorney's fees at the statutory judgment rate; and
- 7. for such other and further relief, general and special, at law or equity, to which Plaintiff may be entitled.

Respectfully submitted,

WELLS & CUELLAR, P.C.

/s/ Jeffrey D. Stewart

Jeffrey D. Stewart
State Bar No. 24047327
D. Brent Wells
State Bar No. 21140900
James E. Cuellar
State Bar No. 05202345
440 Louisiana, Suite 718
Houston, Texas 77002
(713) 222-1281 Telephone
(713) 237-0570 Fax

Email: jstewart@wellscuellar.com

8499x009.pst

1900

ON-SITE OFFICE 500 Blue Dolphin Drive Seabrook, Texas 77586 Phone: 281.474.4450 Fax: 281.474.2050



CORPORATE OFFICE

PO Box 130979 Houston, Texas 77219-0979

Phone: 281,688,3926 Fax: 281.686.2680

This Lease ("Lease") is made and entered into by and between Sastment Blue Delptin Yaching Center, Inc. data Blue Delptin Yaching Center, Inc. ("Blue Delptin") and Lessee (as defauld below). Blue Delptin hereby leases to Lessee, and Lessee bereby leases from Blue Delptin Speat, Seatment, Inc. ("Blue Delptin") and Lessee are described blue Delptin Speat, Seatment, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Seatment, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin") and Lessee (as defauld blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue). Blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as defauld blue Delptin Speat, Inc. ("Blue Delptin") and Lessee (as delptin Speat, Inc. ("Blue Delp

. Dolphin Facilities				
Boal Slip Number* 1007	("Boat Slip") Pier; 10		and accept the Boat Slip "As Is"	
Vessel Owner/Name: Shad Turn		Co-Owner/Partner!	··	(Individually or collectively "Lessee*)
Home Street Address (No P.O. Bo	oxes): 5611 Blackjack Ln Houston	Tx 77088		
Office Street Address (No P O Bo	ixes):		· _ · · · · · · · · · · · · · · · · · ·	
Mailing Address if different:		\ .		
Telephone Numbers: Home	· :	Office:	Bont	Co" Home:
Cell/Mobile	6• (713) 594-8883	Cell/Mobile -	Fax	_ Co' Cell:
Email Address:	one and a second second second second	Email Address:	Charles and The Artist Administration	— », - » — — —
NOTE: Lessee must notify Blue D	hilphin in writing of address and/o	Choce compet changes within t	fall (a) neors of 50ch contracts.	
The Boat Slip shall be used only b	y the following vessel (vessel):	ssel: 🗵 Power 🔲 Sail	Overall Length: 48'	Overall Beam: 14'
Boat Name: Blou Gress Winght: 25,090	anufacturer Packemaker	Year: 1970):	
Chock Crie. State Motor Boot	(C)	House Ho.	U.S. Coast Office Guard No.	▼ Documentation No.,
<u> </u>	To the man [5] assessed [1] assessed	hannes the 1st day of July	2021 with Lessee pay	ng as rent the sum of \$310,00 per month.
all amounts due horounder are na	vante monthly in phyance without	demand on the test (151) day of t	ach month, in addition to its lea	se of the Boat Slip, Lessee agrees to and, in
some instances, will pay for (at the	and wonal rates set faith bullow)	he following:		
ELECTRICITY	- .		-1 /b - falla - (aa	. combo
I/We understand that Blue Dolphin	may provide electricity as provide	ed on the reverse side hereof pro	one or more of the responsible t	or electricity used at this slip location unless, at
Colonia	mulaus alactricity us and is aveas	SIVA IN WINCO CASE HWE WINDEY!	Of SUCH usage in accordance with	i lie leitis of the faterab side fiction.
1884 - Carbar undomtond Houston E	langed Energy (or any similar col	ity Blue Dolphin chooses) current	y reads electrical meters for Blue	Dolphin and that I/we must pay for all of my/our
electricity usage and that payment	is to be made directly to Blue Do	phin Yachting Center, Inc.		
LIVE ABOARD	APPLICABLE X NOT A	PPLICABLE I/We agree that	it the monthly live aboard rate	for the Boat Slip is \$ per month.
I/We agree that the current live ab	pard rates are: \$ 80.00 (in the e	vent electricity is mutered at the f	Boat Slip)	-
- : -	\$100.00 (## the e	vent electricity is not metered at i	na Boat Slip)	<u> </u>
LOCKER RENTAL	APPLICABLE X NOT A	PPLICABLE I/We agree that	t the monthly rate for Locker I	lo is \$ per month.
TRAVE ALCO LINDEDSTAND THAT	NO NAILS OR FASTENERS MA	Y BE PLACED IN THE SHEET	METAL INSIDE THE LOCKER.	
I/We also understand that for an a	dditional charge Blue Dolphin ma	y rent me/us an additional locker(s), but that I/we may be required	(at Blue Dolphin's sole discretion) to terminate
my/our rental/use of any additional	locker(s) upon twenty-four (24) h	ours notice		
DRY STORAGE	🔲 APPLICABLE T 🗵 NOT A	PPLICABLE I/We agree tha	t the monthly dry storage fee	s S per month (per item).
	o the Dry Storage Area is only du	ring regular Office Hours, I/We a	iso agree that work un/repair of it	em(s) described below, while stored, is strictly
prohibited.	•:			
Description of Stored Item(s):				
TE : 1.7				<u> </u>
PIER PATIO USE	APPLICABLE NOT A	PPLICABLE		
I/We agree that in addition to the	General Terms and Conditions set	forth below and on the reverse's	lde hereof, the Specific Terms ar	d Conditions Relating to Pier Patio Use (on
the reverse side hereof) apply to m	y/our use of same.		<u> </u>	 ;
INSTALLATION OF BOAT LIF	T DAPPLICABLE X	NOT APPLICABLE		1
IAMe some that in addition to the (General Terms and Conditions set	forth below and on the reverse s	ide hereof, the Specific Terms ar	d Conditions Relating to Boat Lifts (on the
reverse side heroof) apply to my/or	ir installation, use and possible re	moval of same,		<u> </u>
		GENERAL TERMS AND CO!	DITIONS	and the second of the second o
Blue Deletin and Lasses series that the	General Terms and Connects but h	oth below and on the reverse side be	reof shall govern Lossee's use of the	Boat Sip and the Dam Dophin Facilities, in gororal
INDEMNITY AND RELEASE.	LESSEE AGREES TO RELI	ASE, PROTECT, DEFEND, REAL PROPERTY ON WH		
YACHTING CENTER, INC.,		ERRELATED ENTITIES, FIF	MS. COMPANIES AND AL	PARTIES IN INTEREST AND THEIR
RESPECTIVE OFFICERS, DIR	ECTORS, MANAGERS, EMP	LOYEES, SUCCESSORS AND	D ASSIGNS ("INDEMNITEES IN. CAUSE OR CAUSES O	F ACTION, EXPENSES AND COSTS
HIGH LIDING REASONABLE		OSTS OF LITIGATION AND	OR ARBITRATION) AND/O	R JUDGMENTS OF EVERY KIND AND
CHARACTER WHICH ARISE	OUT OF, OR ARE IN CONN	D OR INCURRED BY LESSE	E, THE OWNER(S) OF THE	VESSEL AND/OR THEIR RESPECTIVE
INVITEES, VISITORS, LICEN	SEES, GUESTS, AGENTS, CO	NITRACTORS, OFFICERS, D	IRECTORS, MANAGERS, EA SSFL: PARTIES*): (B) LOSS	OF OR DAMAGE TO THE VESSELI (C)
AND/OR ASSIGNS (ALL SUC)	S. DAMAGE TO PROPERTY	OF THE INDEMNITEES, A	DOR DAMAGE TO PROPE	RTY OF THIRD PARTIES, CAUSED (IN
WHOLE OR IN PART) BY THE	VESSEL AND/OR THE VESS	EL PARTIES IN PERSONA EL AND/OR THE VESSEL	PARTIES: (E) REPAIRS, SU	PPLIES, NECESSARIES AND OTHER
SERVICES (INCLUDING, BU	T HOT LIMITED TO, WATE	R. ELECTRICITY AND/OR	SECURITY) SUPPLIED BY OF THE VESSEL PARTIES	OF ANY LAW, STATUTE, RULE OR
INDEMNITEE FAILS TO SUI	HARGE WHETHER VOLUN	TARY OR ACCIDENTAL, OF	HAZARDOUS MATERIALS	(INCLUDING, BUT NOT LIMITED TO,
FUEL, OIL, HYDROCARBON	DERIVATIVES, BATTERIES,	COOLANT AND OTHER CO.	NTAMINANTS) BY ANY OF LIMIT AND REGARDLESS II	CAUSED BY, IN WHOLE OR IN PART
VESSEL; AND (H) SALVAGE (PRE-EXISTING CONDITIONS	WHETHER SUCH CONDIT	ION DE PATENT OR LATE	NT, DEFECTS IN PREMISE:	S, THE UNSEAWORTHINESS OF ANY
VESSEL OR VESSELS, BRE	ACH OF REPRESENTATION AW. OR THE NEGLIGENCE	OF ANY PERSON OR PERS	ONS, INCLUDING THAT OF	ANY INDEMNITEE, WHETHER SUCH
NEGLIGENCE BE SOLE, JOI	NT OR CONCURRENT, ACT	IVE OR PASSIVE OR ANY	OTHER THEORY OF LEGA R OPERATION OF THE BLU	E DOLPHIN FACILITIES AND/OR ANY
LIMITATION, THE IMPROPER OF THE EQUIPMENT OR MAT	TERIALS BELONGING TO A	Y OF THE INDEMNITEES.	ata Pari Grada i Taba i Rejad in Maraka Jawa	ABILITY, THEFT, TORT, BREACH OF ANY INDEMNITEE, WHETHER SUCH IL LIABILITY, INCLUDING, WITHOUT E DOLPHIN FACILITIES AND/OR ANY liked to the General Terms of Conditions sel
Lessee expressly acknowledge	es that Lessee has read and unde	erstands each of the provisions of	this Lease (including, but not lim	ited to, the General Termsand Conditions sel
forth above and on the reverse side	hereof, any aplicable Specific 16	rms and Conditions, and the Note	is and negulations) and that it ag	rees to abide by all of these provisions.
EXECUTED to be effective thi	s 1st . day of July	20 21 -		
			ئىسى ئىسى ،	
SEABROOK BLUE DOLPHIN Y	ACHTING CENTER, INC.	LESSEE(S	1////	7
QL. D.100 0_02 0 0 0 /	ラ ク	DV.	del Il	10 10 10 10 10 10 10 10 10 10 10 10 10 1
12 13	• سنسب س مراهم	Shad	Turner	
av Come C	> <u>`</u>	BY:	<u> </u>	
··· <u></u>		. = -		
				Rev. 07222020 _
T	and Conditions Dasp 1 of 2		99000	

GENERAL TERM	S AND CONDITIONS (PAGE 2) 1 and lographers. Chiddren under the (10) years of ago are positional time of the common and the common of the first page of the common of the common of the common and the common of
Present of the farcus of the farty County and a second sec	the children of the control of the c
many sale in the Box Sig Court of the Indian in the Court of the	est (19) membre und, and (1) a becomy deport agual to one (1) month's read. Bue Dotton may at its option effects these that and entered the tests shall remain that there add effect. The tests of appointing connected as the remain that the made effect. The tests of appointing connected as the remaining of the season of the tests of the tests of the connected as the property of the and the first of the tests of the connected as the connected of the oppointing the first (1) day of the meant will focus a base of hardys penalty. Any net or other charges not remainfully like to Dotton by the first (11) day of the meant will focus a base of hardys penalty to the connected of the oppointing the first (11) day of the meant will focus a base of the connected of the conn
WERE THE RESIDENCE TO A PROPERTY OF THE PARTY OF THE PART	Washer LEF BUILDED CAN TON LIFE LAST BUILDING THE DOWN (3 1777) See Post still the growth programmer and a second
in reun extrement must mit 2001 (error may our en meu en 1525,00 (error may creme st Blu- h, continge the crease stations that Day is command to sum it 525,00 (error may creme st Blu- are notes according to the maximum amount allowed by lay. In the event Lesses page to Dive Dayons any a second treates according to the maximum amount allowed by lay. In the event Lesses page to Dive Dayons any a	I. With past die mind of other charges that here interest unit pad, et hu lesser of () enfrien processe (but per orman as () the Dipplane's pad distrigation her charmat cheek. Richer thirting my of the long-one) into event while the use stample-typulate, mount over the amount allowed by law, but omount stad be refunded to Lessee, whose independent and the stample of the stampl
The east of any and against the east of the control of the act to the against the act to the against a the act to the act	And sole disocion) and to operating the constitution. Further, the Dubrin may contine at higher to supposite the best Ho If even it there and not projectly choose that before former, the Dubrin may contine at higher to supposite the best Ho
and have Lessee pay the related changes, as set that become 4. There acres that Bare Delettings a live on and a security interest in the Vessel, as equipment and	appurations, as not as at personal property about the Vessal of used in connection with the Vessal of under a single as well as
to oder used a necessary agreement and fearing statement, or request and obtain a separate franch, the this Leave as a sectiony agreement and fearing statement, or request and obtain a separate franch during the fear of the Lease unit all pelipopent accounts with the Depondance point. Defore or abor territorial	receives and region. This lies and secure is direction in action to be able to receive a bit of the Gue Output factors or internet from lasted. Lieses agree not the receive the Vertail (and balle) from the Bus Object is Gue Output factors also not extracted the Lesse. Bus Dirth may bus posteriors of the Version of the received process from the process of the control action of the second process and the second process and the second process of the second process also and the second process and the s
thre operating Vessel or present properly and self such vessel or personal properly in threaten in the Case, and Bide of private and not be lable to any person for any such table of provides from the any other state on properly and the server any other state on project in the case, a great that	og stalement kom kasted. Lenser agnes mel ta nenve tre Vessel (and baller) from he ban 60 and as dies obbein fasaless staten et ersent bestellt a 1888 bornen myt bis postersten die forset er ersent person process in andere et ersent bestellt andere et ersent bestellt andere et ersent bestellt andere trade of the Grands at the Research person by posters and andere et ersent person by the state of the Grands at the Research person, in the enesting at the Borne of the desearch of the state of the state of the Borne of the desearch of the Borne of the Bo
and the state of t	I will washing court the vector time bashing has brings disassed in the second of the most washing to
 But before many too. In connection with the besting of the Vestel. However, thus Delpter shall not be electrical for normal use in connection with the besting of the Vestel. However, thus provide several se- economy in a non-material stock is referred on the events and interest and write and exercises. 	libile to Lessies in the crest filter Doppins is those yet any mastery to trust provide the control that right to receive full the following and provided in the created and provided filters and selected in the State in broad and a first the filter selected in the State burber agrees to pay any mutation costs which are recurred in future for many as the filter State selected in the selected filters agreed that
meters to consisted at the butters and proposed at the bugaded to record any other senters and from the bease their forms, and but butters of their butters and butters are butters and the butters are butters and the butters are butters and their sentences are butters are butters are butters.	t trace specifically required between . It is every testing and any post order and repair clarge the enders are of the Lease, with the decks, injury and all extends it is every testing as the post of the lease, with the decks, injury and all every testing orders are the property purposed and they of any charge orders are the property purposed.
surfaces on a most and conerty appearance, and to take at suice, necessary in motionar to assess on income and contract of a service further a press to reflect and remove the Vested survival is not in, on the service in contract to many appears and a less might become advanted from the Vessel income and a less may be survival.	i) Lessen harbor spices is poly by mutation note which are incurred in quarty for meres at the Boot Sep. Lesses agrees that its expectability beautiful book. in very lessed according seal in 1954 onlike and repair fairly fix exits form of the Lesse, with the decision must be religiously and in 1954 onlike and repair forms of the religiously decisions and the religiously decisions are required consistent part also are client speaked properly purposed and the oil large forgetion, explose or required supposed, supposed to recommend the religiously decisions and the religiously decisions are recommended to the religiously decisions and the religiously decisions are recommended as the religiously decisions are religiously decisions. 1883 broad Last for any lesson to remove a martineau from the religiously and the recommended are religiously decisions. 1884 broad Last for any lesson to remove a martineau from the religiously decisions. 1885 broad Last for any lesson to remove a martineau from the religiously decisions. 1885 broad Last for any lesson to remove a martineau from the religiously decisions. 1886 broad Last for any lesson to remove a martineau from the religiously decisions. 1887 broad Last forms are the religiously decisions. 1887 broad Last forms are the religiously decisions. 1888 broad Last forms are the religiously decisions. 1889 broad Last forms are the religiously decisions. 1889 broad Last forms are the religiously decisions. 1880 broad Last forms are the religiously decisions. 1881 broad Last forms are the religiously decisions. 1882 broad Last
The same and the same of the s	SAME A DI A STORE DELICITED EN CATALON DE LA
7) Lesse hay statistic and humber with the the Donal Facilities and all touth pers. Collection of the transfer of the tour persons and the transfer of the tour persons are FURTHER, BLUE DOLPHIN HEREBY DISCLEDED AND THE CONDITION. THERED	THE LAST OF WITH AND STREET AND
ARE AT THE BUUE DOLPHER FACRITIES, INCLUDING, BUT NOT LIMITED TO, CAMAGE ANDER THE	FT ARISING FROM CONDITIONS OF NATURE AND CONTINUES OF FRANCE AND FROM A STATE OF AND ARREST THE BLIE Delphir Facilities
in a process and orderly marties, Latter and Continuents and and an and aread arrangements	sufferties in cross bling such conduct. Lessee further a your that the control shall nove no topary to any person because the
10. Lesses shall not discharge, or it any other way trapers in strange, the state of the state o	my of waters chemicals and har more materials.
11. Lessed may not subjet the Boar Sho or assign any interest under the Lesse of the Control of the Short Sh	the Duben, wich content my is suited for any resour. Futher, it is used sets or banden the Vessel is another penal or or entering the Bodon, provided, however, terrains obligation may pay amount to be because the about my distributed to the suited to be able to be about my and it is not content on the end of my distributed as the content of the provided in the suited because the about my and it is not content on the set of the provided in the suited because the sui
LIGHT and March at the other provising of the LESSEE ADRESS TO THE BUY BLUE I LIABILITY, DAMAGE, LOSS, COST AND EXPENSE INCURRED BY BLUE I LIABILITY, DAMAGE, LOSSEE AND EXPENSE INCURRED BY BLUE I LIABILITY AND AND AND THE PROVISION OF THE VISION OF THE PROVISION OF THE PROVINCE OF THE PROVISION	OLPHIN AS A RESULT OF LESSETS HOLDOVER. All of the current mands insplacement value of the Vessel. Lesses butter coverous to carry protection and indemnity insurancement is the coverous to carry protection and indemnity in these properties of the Coverous in waters, as determined in the properties.
the street of fee (5) brists he there is the property of the street of the	- I from even demotives agree cours with the party of the section of sections of the section of
insureds (without latesty for premiate to take the sale shall delive in Bure Dolphin's crisite office proof of a spoints Bloe Dolphin and organ informatics. Leaves shall delive in Bure Dolphin's crisite office proof of a	end) positive flow, because an all refers. Lesses eyers that is all have Bue Dotylan and core indemnites armod as southern of all other applicable points and Lesses eyers suit will prese mainternant on such positive to wave their myfild of subtraption in required insurance prior to occupying any of the Bue Dotylan Facilitat. Additionally, prior to performing may work or services any page of a core amount his Bose Dotylan Facilities must be to provide Bue Dotylan with a prepose standard certificate of work as it.
the state of the state to terminate this Logge at any time	(i) without cause upon ten (10) days prior written notice to account of (17) same person
Intribuled due to Lesse's takers to perform any of the consenuals contained within this Lesse or compry we promote the property of Lessee from the Blue Debrus Facilies. Lessee agrees that Blue may broad stelly conveys the property of Lessee from the Debrus Facilies. Lessee agrees that Blue may be a few for the stelly selected to the stell selected to	and term Boal 500 or maked to lessess althe address set forth in the Later, is remon the visite, exployed and county of the at a givent, and lessed, evidence and extent projects that is command abandoned by Lesses, flowers, in the sent in a lesses is many of the Blood Bothon Rules and Regulations with king sept (14) hours, after being young touck to perform tame, Due Dothon about the lesses address decorated in the perspective and that the Doction with that is taked or responsed for the project of the project of the test is the or responsed for the project of the project of the lesses is properly by Blood or in that the dame so without Blood Bothon in the state of the project of the state of the Blood Bothon in the Blood Bo
the not beared grafy of the pulse and without projects in any temperation adjacent to the Boat Sty ment in 15, if any content to the business of other sources underneath and/or adjacent to the Boat Sty ment in 15, if any content to the business of the pulse of the	to repaired and to replaced. Leasee's right to use the Boat Sko shall immediately cease and, at one boat of a discover, basee's right to use the Boat Sko and the product of the Boat Sko and the
to, it any period to all of the fact of [4] of the another sign, on we around the Busi Dolpan Fackles, provided the side around side based on the number of crys. Lessee as denied access to the Busi Sign and which less in the around redestance that the Busi Dolpan Facilities (unique another understance that the Busi Dolpan Facilities (unique as commercial enterstance of Busi Dolpan Facilities (unique as commercial enterstance of Business).	he could accept on its use commany and in this and final extracted of all protect derms and distinguish. and, therefore, be used learning agreet to metals that any commences action competitive with the interest of Due Chaphrini, act or anything the well-dermined the second to those of demonstrate the Versiel is, under amount the Blue Dictarini Each Cause may be any commenced any learning from the Blue Dictarin Facilities and not account of Blue Dictarini Facilities and commenced any learning from the Blue Dictarini Facilities and not account of Blue Dictarini, which consumit any permitted the second of the distribution of the desired of the distribution of the desired of
around the Bike Dobrin Facilities. You'd brown must never which contribute the contribute to the private sale of trace of the Vessel. Lessee will not opirate tool runtable the area of the Vessel. Lessee will not opirate tool runtable the area of the Vessel.	or any commonded extension from the Blue Dorinn Fackies without middle contains to be a burghorn, which consum may be extended by the Bookinn personnel only the required contained proteins and the second of the second of Blue Dorinn personnel only the required contained proteins and the second of the Blue Dorinn Packies of the property of chair.
17. Lessee and provide Bue Dolpton with a set of man doct, hairs and gotton byte to the vestor, more than a return of the provide and the property service. Bue Dolpton that roll be obligated to tender an expectly service for the provider of the provider and be published to return the recessary work to remove the quality of designs the provider of the great of design the	The Vessel but, if in the safe common of Blux Dodn's, the Vessel poses a damper to the Blue Dughter Facehees or to properly of other case for the Vessel and Lesses express to pay those Dughters stated and Cattomary feet for such work.
15. EXCEPT AS OTHERWISE PROVIDED HEREIN OR BY APPLICABLE LADDRESS SHOWN ON THIS LEASE OR LESSEE'S LAST KNOWN MAILLY ADDRESS SHOWN ON THE DESCRIPT OR REFUSAL OF SERVICE. THE	IG ADDRESS IN ACCORDANCE WITH THIS LEASE: ALL NOTICES TO LESSEE BHALL BE HABILITY TO DELIVER ANY NOTICE TO LESSEE, PROVIDED IT IS PROPERLY ADDRESSED HABILITY TO DELIVER ANY NOTICE TO LESSEE, PROVIDED IT IS PROPERLY ADDRESS ADDVE. SHALL
IN ACCORDANCE WITH THIS LEASE, BECAUSE LESSEE REFUSES BEL CONSTITUTE DELIVERY OF SUCH NOTICE TO LESSEE, AND LESSEE SP	The second of the second trial teas. The Vessel will be selected by the Copining common of the required gonithments of the second of the secon
the same of the sa	tion or explainsh herein contained shall be branch as a waiver of any autoequest default or trouch of some or any term, constant, the pursuant and can part to modeled or a removed by a model instrument agreed by both portion. Should any promision, sectioned, any of the other promisions contained and the contained any of the default of the contained and
avegraph of clause of the Leave be had to found to be trained to trained and the control of the Leave be not on the control of the Leave provided a survival the internation benefit. 20. It a Dischool leave the premise thou point in Subtract to excludes. All benefit, esculptury benefit	ions and incompass hering provided for Blue District Liquises insure to the benefit and protection of the landowners lessons who the second stay described in this Lesson as temp beneficiaries of ensurability provisions, inclumning obligators and or insurence, no
the first of the State of Texas. The Least	HIPT LCC De COURTAG SELLE LEER ET PAGE PL D. SELLE LEER ET PAGE PL D. SELLE LEER ET PAGE PL DE S
21 in the grant fast performance by time beginning the first the state of the several for	on and performance for each pencil or time as it is accountly the passiff after soon or the property of the passiff of the pas
24. Leases herely authorises to focus and uncertained by the currier than bookins and an indication shall be and pental and an indication that the Doppin Rules and Regulators and an indication that the Doppin Rules and Regulators and any cooke best, inclinances and implators.	fations (which are incorporated terms as if they sestom temps) and any sest but those, and Leather's servant, against, emphyses, pather Evan Dephys Rudes and Regulations needs to promitized by Due Deigha super being notified as some, and will comply with
SPECIFIC TERMS AND CO A: The patential terms marked in a real and mostly fash on, and is not be used as a strongs area.	NOITIONS RELATING TO PIER PATIO USE MOUNTED DISPOS AND. THE MOUNTED WHAT HE PARESEN. I REPORT IN MITTO, THE REPORT OF DE PORTIES OF BUY DAYS, AT 2 2011 TO THE LEWIS .
in the electrical corders will be installed, unless first appropriat, in writing, by such blockers, and the bit Electrical tendral persons on cords or electrical propriate Board Supplied Board or Board	execution or repair area. The property of the service of the property of the service of the property of the postern, at a cost to the Leaves, which is a service of the property of the prope
the beautiful and the second of the second o	HELTHS AND STATE OF THE TOTAL OF STATE
the territy for [2] how is immined a section of the same two persons tructure or who is an early seat the state of the same tructure of	ted to a pling.
Paning or paning	
h the order to proved the bessees a property and that of sched examples sees and Bue Dolphin	when a stem appropries and the public is milled by the authorizer that a "stem women" is in effect at a minimum be lessed.
Will give may be seeing the seeing to be the property and the contract of the	
SPECIFIC TERMS AND C	CONDITIONS RELATING TO BOAT LIFES
PMM study as poor to be compared to be provided by a case, provided the state compared by the compared to be provided to the compared to be provided to	The state of the s
to the Build man the manager of a small creety fundor and it proper working condition.	boat M will become the property of Blue Dulphia swise s.
The Lastest account of the Dolpton approves in which the province of forces of the	The house the and reasons mechanism, provided, however, that Lessee must street as the man a size a few to the above to be a board of the size and the size a few to the above to be a board of the size and the size
representative to be present at the time of the institute of	ACKNOWLEDGING DECEMBERS AND CONDITIONS PAGE 2" LESSEE(S):
	BY: :LESSEE(S):
	8Y•

Rev. 072:2020



SEABROOK BLUE DOLPHIN YACHTING CENTER, INC.

RULES AND REGULATIONS

Corporate Office PO Box 130979 Houston, TX 77219-0979 Phone: 713-688-3925 Fax: 713-686-2680

Each lessee ("Lessee") and all of their servants, egents, guests, visitors, licensees and Invitees shall comply with the following Rules and Regulations white in, on or around the Blue Dolphin Marina, and all parking areas, plets, lingerplets, walkways; bulkheads, readways leading thereto and surrounding same, common areas, ungerlying and abuilting waters, and the bottom floorfood of the underlying basin ("Blue Dolphin Facilities"):

- Each Lessee and their guests <u>must</u> be considerate of the rights of others at all times. All liquid, boisterous or otherwise chroxicus or offensive conduct of any kind is prohibited. Use of drugs, excessive use of alcohol and providing access of same) to minors is prohibited.
- Each Lessee is responsible for damage caused by (a) their vessels and/or (b) conduct, to the property of other vessel owners/lessees and that of Blue Dolphin:
- Each Lossea must operate his/her vessel carefully and with "no wake" while in, on or around the Blue Dolphin Facilities. Solely for the purposes of these Rules and Regulations and the Lease, "no wake" is defined as the least possible wake created by a moving vessel. The operation of a vessel within the Blue Dolphin Facilities between rows of slips shall be permitted only for the purpose of entering or leaving your stip. Cruising between rows of slips is prohibited.
- Each Lessee is responsible for securing his/her own vessel and this must be done properly and in accordance with any rules, regulations and/or recommendations of the United States Coast Guard.
- All vessels must comply with the appropriate Coast Guard Regulations. A state motor boat number, custom house number, or documentation number must be given to Blue Dolphin for placement in each Lessee's lease file:
- All vessels must be maintained in an attractive, tight, staunch, strong and seaworthy condition. No major alterations to vessels are to be undertaken in, on or around the Blue Dolphin Facilities. Project vessels will not be parmitted in, on or around the Blue Dolphin Facilities. A project vessel is defined as a vessel requiring extensive or significant cosmetic; mechanical and/or structural repair(s). Routine maintenance is to be completed without creating a nuisance to other Lessees. If necessary, a protective barrier must be placed around your vessel while the work is being done.
- Mixing paint, painting, sanding and sawing will not be permitted on the walkways; fingerpiers, dock boxes, locker areas and roadways are to be kept clear of supplies, equipment, dingbles or any other obstructions.
- Trash is to be placed in the containers provided.
- Fuel, oil, and petrochemicals of any kind, mitst not be stored on the walkways, fingerpiers, in, on, or on top of the lockers and dock boxes nor left unattended on the deck(s) of your vessel. Hazardous conduct will not be permitted at any time. Nothing is to be stored nor placed on top of the lockers or dock boxes.
- The use of motor vehicles in, on or around the Blue Delphin Facilities must be prudent and must comply with all private and state regulations. The speed Lmit for vehicles in, on or around the Blue Delphin Facilities is 5 m.o.h. All motor vehicles must be kept in an attractive and operating condition, These motor vehicles not kept in an attractive and operating condition may be towed (with the charges to be assessed to the Lessee's account or, in the event the appropriate Lessee cannot be ascertained, to the vehicle owner) and/or barred from the Blue Delphin Facilities. All motor vehicles must be properly registered, licensed, and insured as required by the State of Lessee. as required by the State of Texas.
- Permanent storage of motor vehicles or of articles inside motor vehicles in, on or around the Blue Dolphin Facilities is prohibited. No motor vehicle may remain parked and unattended in; on or around the Blue Dolphin Facilities for longer than three (3) days at a time. Blue Dolphin will tow any motor vehicles so stored or utilized with the charges to be assessed to the Lessee's account or, in the event the appropriate Lessee cannot be ascertained, to the vehicle owner, in the event it is necessary to leave your motor vehicle parked in, on or around the Blue Dolphin Facilities, please notify Blue Dolphin's "on-site" office and provide the Ikense plate number and location of your vehicle: Blue Dolphin will not be responsible for their or damage to any motor vehicles or articles left in such motor vehicles. No vehicles including bicycles, motorcycles or golf carts are to be parked off of the reads and parking lots:
- Emergency pumping and/or repairs performed by Blue Dolphin will be billed to Lessee's account, and such charges will include a reasonable administrative fee charged by Blue Dolphin.
- All Lessees must give written notice to Blue Dolphin before their vessel is going to be absent from the Boat Slip for more than three (3) days.
- Immediately report any unusual, dangerous or offensive incidents or conduct to Blue Dolphin's "on-site" office with a description of persons, boats, motor license plate number, time, dates and location. 14
- Alterations of any kind to the Blue Dolphin Facilities will not be permitted.
- Carpeting, floor covering, television antennas, other antennas, satellite dishes and/or other items will not be permitted to be affixed to the walkways, fingerpiers, pilings, roofs, or to the Blue Dolphin Factilies, in general.
- Contractors must sign in at Blue Dolphin's on-site office and provide proof of insurance to Blue Dolphin before entering the Blue Dolphin Facilities and Contractors must sign out at the Blue Dolphin fon-site office before leaving the Blue Dolphin Facilities.
- Pets are to be leasthed when not on your vessel or in a motor vehicle. Pets are to be toileted on grass areas away from the walkways and pet owners must clean the area where their pets are toileted. Pets must be attended to by the Owner at all times. Pets must not bark, growl, or cause a nuisance. If Pets do cause a nuisance Pets will be asked to leave Blue Dolphin Facilities;
- Solicitation or advertising of any kind is not permitted within the Blue Dolphin Facilities without the written consent of Blue Dolphin. This prohibition includes, but is not limited to, any effort to sell a vessel within the Blue Dolphin Facilities.
- The recreation room, restrooms, and picnic area are provided for the use and pleasure of all tenants and guests. Safe and responsible conduct is required at all times. The recreation room may be leased, by tenants only, upon execution of the Recreation Room Lease and payment of the required deposits. 20.
- Each Lessee will be issued bath house key(s), and a \$10.00 per key deposit is required. The \$10.00 key deposit will be forfeited for each key not returned to Blue Dolphin, upon Lessee vacating the Blue Dolphin Facilities. Lessee shall not make copies of any keys it is provided.
- Charcoal grills or any type of open fire equipment is not permitted on the walkways, fingerpiers or vessels at any time. Use of such grills/equipment is limited to the planta areas, as designated by Blue Dalphin from time to time.
- Each Lessee is required to notify Blue Dolphin of his/ner intent to vacate the Blue Dolphin Facilities. Blue Dolphin has the appropriate Lease Termination Notice forms, which must be completed and signed by Lessee at least thirty (30) days prior to Lessees last day in, on or pround the Blue Dolphin Facilities.
- Proof of current insurance must be kept on each vessel and delivered to Blue Dolphin's "on-site" office before entering the Blue Dolphin Facilities and occupying 24.
- 25. Vessel(s) are not permitted to be placed in any slip unless the appropriate lease for that slip is current and properly executed.
- 26. Hot lubs, Dog tubs/pools, and Kiddie tubs/pools are not allowed in/on Blue Dolphin Facilities.
- Blue Dolphin reserves the sole right to amend and/or add to these Rules and Regulations from time to time and such amendments and/or additions shall be binding on all Lessees within ten (10) days of the delivery to Lessees at the address set forth in the lease with Blue Dolphin.
- Where applicable, capitalized terms used herein shall have the meaning given them in the lease between Lessee and Blue Dolphin.
- LIVE ABOARD RESIDENCY requires the Vessel length to be a minimum of forty (40) feet and the number of Residents may not exceed two (2).

EXECUTED TO BE EFFECTIVE AS OF THE DATE OF	THE LEASE FOR BOAT SLIP NUMBER 1007
SEABROOK BLUE DOLPHIN YACHTING CENTER, INC.	LESSEE:
BY:	Shad Turner
115 Administrative Assistant	

Rev. 072220

MARINE, INC.

GENERAL CONTRACTOR

1925 HWY 146 S. - KEMAH, TEXAS 77585 - PHONE (281) 334-1655 - FAX (281) 334-5306

October 31, 2024

Blue Dolphin Yachting Center P.O. Box 130979 Houston, Texas 77219-0979

INVOICE

RE: Pier 10 - 48' Sunken Boat

Boot: 48

\$946.00

\$85.00

10/11/24 Thru 10/12/24 Raising Sunken Boat

Labor

10/15/2024

Install Boom around Boat

Labor

10/16/24 Thru 10/21/24

Demo Boat and Load in Dumpster

Labor

Equipment

2 - Dumpsters

ICIAL

Subtotal Sales Tax Total Due \$1,400.00 \$2,400.00 \$1,268.46 \$6,099.46 \$398.56

\$6,498.02

Send file and all costs to BDFC Lawyer Jeff Stewart Service Report - Log & Job Invoice

Sea Tow Galveston Bay

PO Box 548 Kemah, Texas 77565 United States

(281) 557-4117

Invoice Number

79029 - 20241013 - 22057

Work Order

00079029

Account

Ford Collier Blue Dolphin Yachting

Number

Compass Case

Number

Customer Information

Ford Collier Blue Dolphin Yachting

2814744450

Insurance Information

Company Information

Insurance

None

Company

Claim Number

Policy Number

Insurance

Company Contact

Insurance Contact

Email

Insurance Contact

Phone

Boat Name

Boat Color

HIN Number

Registration

Number

Boat Details

Job Located In

978 - Galveston Bay

AOR

Servicing AOR

978 - Galveston Bay

Boat Year

1973

Boat Make

Pacemaker

Boat Length

48

Job Information

Nature of Distress

Sunk

Nature of Distress

Detail

In slip

Sea Tow Vessel

Sea Tow Justice - Boston Whaler - 2009 - 24 -

Location

Information

Location Description Blue Dolphin #1007

Customer Destination

Additional

BD EAST BASIN by Barge

Assigned Captain

Christopher Scott Wanner

Auction Partner

Stock Number

Delivery address

Towing / Salvage Agreement

Crew Members		<i>31</i> 4.	 4
Charles (Annual Control of Contro	A SUBSTITUTE OF		
Daniel Cuadrado	Crew		
Dayne Wilson	Crew		
Christopher Scott Wanner	Primary Captain		
a man of the			

CUSTOMER whose signature appears below acknowledges that he/she has the authority to authorize and hereby authorizes TOWER/ SALVOR to proceed on CUSTOMER'S IVESSEL MASTER'S JOWNER'S behalf or is the owner of the assisted vessel. CUSTOMER agrees to pay in full all charges and in the event of any collection procedure, including arbitration, made necessary by reason of the customer's failure to pay, agrees to pay all reasonable charges for collection including costs, attorney's fees, and interest. Charges incurred shall constitute a salvor's priority and retaining lien upon the vessel and all cargo, goods, or property on board the vessel, and all freight and/or chart/hire at risk In respect of the cargo, SALVOR assumes no risk of loss. Accordingly, SALVOR has authority to retain exclusive possession of the vessel, its fuel, provisions, cargo and personal effects aboard until full payment is made, including storage costs during any period of retention. SALVOR has the authority to take all steps he deems reasonable or necessary to secure the vessel, its cargo, and its contents, and this does not displace Customer's priority duty to disclose all risks or special issues that may bear upon services and to properly secure all items aboard prior to commencement of any services and thereafter when the need arises. Customer agrees to defend and hereby indemnifies and holds harmless, SALVOR, its agents, servants or affiliates, and Sea Tow Services International, Inc. ("indemnities") for/from all claims relating to or arising out of services, including expenses, costs, fees, attomeys, fees, judgments associated therewith, and liabilities to others, and hereby waives all claims against indemnities including negligence (but not gross negligence), and property damage, including to the vessel, fuel, freight, cargo, provisions, and personal effects. In addition to all other charges, CUSTOMER shall pay for any environmental damage or fines for pollution arising out of the salved vessel, its bunkers or cargo. All charges are due and payable immediately. SALVOR shall levy an interest rate of 1.5% per month (an annual rate of 18%) to any balance due over 30 days, regardless of whether contested. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be filed and/or removed (as the case may be) to Federal Court, or to compulsory, final and binding arbitration, or to a court of sultable jurisdiction, upon SALVOR's discretionary forum election, which shall be final and binding. In determining the quantum of award and/or compensation due SALVOR, the court (or arbitrators) shall apply the criteria for fixing an award under Article 13 of the 1989 Salvage Convention or the criteria for determining special compensation for SALVOR as set forth in Article 14 of the 1989 Salvage Convention, or superseding statutory authority, or arbitration provisions, in accordance with that of the selected venue. The award shall be entered as a final judgment against CUSTOMER in every Court of competent jurisdiction. Adjudication, irrespective of venue, shall be rendered in accordance with Federal General Maritime Law of Solvage then in force and effect, and this Agreement. These terms shall govern; services rendered shall constitute SALVOR's reliance thereon and CUSTOMER'S consent thereto.

I HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS AS ABOVE WRITTEN.

Work Authorization

Type Work Authorization

Signature

Signed By

Date

Captain

Type Captain

Signature

Signature

Signed By

Date

10/13/2024

		a) none of the			iocijon		
Out 10/11/2024 8:	:00 AM	29.5246429	00000000		-95.05706	52000000000	
On Scene 10/11/2024 9	•	29.5246429	00000000		-95.05706	32000000000	
In Service 10/11/2024 9:	•	29.5246429	00000000	ľ	, -95.05706	32000000000	
Completed 10/12/2024 8:		29.5246429	44335900	!	-95.05706	2022476500	
In 10/12/2024 10	•	29.5246429	00000000		-95,057 0 6	2000000000	
Product Description	- Olaniya Unita D					Calcana Amount	
Recovery of sunken vessel 48' PAcemaker	1.00 Each \$	12,000.00 \$12	2,000.00 \$0.0	50 \$	12,000.00	\$0.000	\$12,000.00 ;
Work Order Line Ifem Totals	:						
		Total	Member Saving	gs			\$0.00
			Subtot	tai			\$12,000.00
			Te	ex			\$0.000
		Total	Invoice Charge	es			\$12,000.00
Payment Defails				, i		• ;•	, ,
Payment Type Not Completed Credit Card Last 4		*					
Customer Acknowledgement	•			ā			
I hereby acknowledge the satisfactor	y completion of the abov	e work and ac	cept responsib	oility of the cha	arges for th	e work.	
in the state of th				•			:
Customer Signature	· \d *	•	NY/				
Type Customer							
Signature							
Signed By							
Date							

CONTRACT FOR Raising and Removal of Abandoned and Sunk Vessel "Bijou", Slip #1007

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

FC-With perms

from 604c

int, Inc.

Prosident

ter, Inc.

WHEREAS, Sea Tow Galveston Bay and Sea Tow Services International, Inc. hereinafter collectively referred to as "Contractor" and Blue Dolphin Yachting Center, Inc. ("BDYC"), hereinafter referred to as "Owner", intend to contract and agree for Contractor to perform the service, as outlined in Item 1, at the property of Owner, 500 Blue Dolphin Dr ("Property") upon the terms set out herein, and

WHEREAS, Owner and Contractor intend for Owner to pay Contractor upon the terms set out herein;

NOW THEREFORE, the said parties contract and agree as provided herein;

SERVICES: Refer to Exhibit "A"

Owner will only be responsible for the cost of Exhibit "A" work that is performed on its Property and not otherwise.

IJ.

DATE OF CONTRACT: This contract is entered into as of October 4, 2024.

III.

CONTRACTOR'S SERVICES TO BE PERFORMED: Contractor covenants and agrees to supply at the expense of Contractor all labor, supervision, materials and equipment for Contractor's performance of this contract to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc. including, but not limited to, Contractor's performance of services with respect to Exhibit "A". Anything to the contrary notwithstanding, Contractor's entire performance under this contract is to be done to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc.

Page 1 of 16

W

CONTRACT PRICE AND PAYMENT: Owner shall pay to Contractor by BDYC check the sum of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00), when Contractor has completed its performance (in accordance with approved invoices) under this contract to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc. Also, Contractor will provide Owner with releases or other evidence satisfactory to HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc., showing that the sum owed in connection with this contract has been paid in full and Contractor has satisfied any and all obligations incurred by Contractor in performing its obligations under this contract. Refer to Exhibit "A" attached hereto and incorporated herein for all purposes.

V.

CONTRACTOR TO BEAR ALL COST AND EXPENSE OF PERFORMANCE: All taxes, services, insurance expense, labor, wages and help of every description, and all equipment, materials and supplies of every type used in Contractor's performance under this contract shall be furnished by, and at the expense of Contractor. The sum of all charges made by Contractor shall not be in excess of the said sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), - refer to Exhibit "A" for the full performance of this contract.

VI.

TIME FOR COMPLETION: Contractor shall complete its performance under this contract on or before October 9, 2024. If for any reason Contractor has not completed its performance under this contract to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc. by October 9, 2024, dependent on weather delays, the parties shall negotiate with respect to a new completion date. Time is of the essence with respect to this contract.

VII.

CONTRACTOR TO BEAR ALL RISK: CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH OR DAMAGE SUSTAINED BY ANY AND ALL PERSONS OR PROPERTY DURING THE PROGRESS OR AFTER THE COMPLETION OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT WHICH IN ANY WAY RELATE TO THE WORK PERFORMED UNDER THIS CONTRACT, AND ARISE IN WHOLE OR IN PART FROM ANY ACT, NEGLIGENCE, OR DEFAULT OF CONTRACTOR AND/OR OWNER, AND/OR ANY PERSONS PERFORMING SERVICES OR PROVIDING MATERIALS FOR CONTRACTOR, AND CONTRACTOR SHALL PAY, INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL SUCH COSTS AND DAMAGES.

CONTRACTOR FURTHER AGREES TO PAY, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUCCESSORS, ASSIGNEES,

SUBSIDIARIES, AFFILIATES AND INTERRELATED FIRMS, ENTITIES, COMPANIES AND ALL PARTIES IN INTEREST FROM ALL AND EVERY CLAIM OF DAMAGE OR INJURY TO ANY AND ALL PERSONS AND PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES AND HELPERS, OWNER, AND ANY OUT OF OR RELATING TO THIRD PERSONS ARISING OF THIS CONTRACT, INCLUDING INSTANCES PERFORMANCE WHERE SUCH DAMAGES OR INJURIES ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, AND CONTRACTOR FURTHER AGREES TO PAY, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM EVERY CLAIM AND DEMAND FOR ANY VIOLATION BY HELPERS **EMPLOYEES** AND ITS CONTRACTOR, SUBCONTRACTORS, OR THEIR EMPLOYEES AND HELPERS, OF ANY OR RELATING THE LAW REGULATING OR **STATUTE** PERFORMANCE OF THIS CONTRACT.

CONTRACTOR FURTHER AGREES THAT CONTRACTOR WILL BEAR ALL RISK OF AND BE LIABLE FOR, AND INDEMNIFY OWNER WITH RESPECT TO, ALL RISK WITH RESPECT TO ALL EQUIPMENT, MATERIALS AND SUPPLIES AS WELL AS FOR ACCIDENTS INVOLVING ITS WORKERS, SUBCONTRACTORS, EMPLOYEES, HELPERS, AND ANY AND ALL PERSONS CLAIMING TO HAVE BEEN INJURED OR IN ANY WAY HARMED WITH RESPECT TO OR GROWING OUT OF THE PERFORMANCE OF THIS CONTRACT.

VIII.

INDEPENDENT CONTRACTOR RELATIONSHIP: In the performance of this contract, Contractor is an independent contractor with sole right to supervise, manage, control and direct the details of the performance of this contract. Owner is only interested in the results to be obtained, but, as stated, the results must be accomplished to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc.

IX.

INSURANCE TO BE PROVIDED BY CONTRACTOR: Contractor agrees to carry adequate Employer's Liability Insurance covering all persons and employees connected with Contractor's performance under this contract and also to carry at a minimum: Comprehensive and General Public Liability Insurance of \$1,000,000.00 and Umbrella Liability Insurance, and Automotive Public Liability and Property Damage Insurance, to protect against any claims for injuries or death to persons, or damages to property, sustained in the performance of this contract. Owner will be named as Additional Named Insured on each policy.

NO ASSIGNMENT WITHOUT PRIOR WRITTEN APPROVAL OF OWNER: This contract shall not be assigned by Contractor without the advance written approval of Owner.

XI.

CONTRACTOR SHALL COMPLY WITH ALL LAWS: Contractor agrees to comply with all applicable laws, orders, deed restrictions, rules or regulations of any governmental body, including, without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final settlement, Contractor shall satisfy Owner of the payment and release of all wages, debts, taxes, liens, claims, charges and obligations arising by operation of law, or otherwise, out of Contractor's performance under this contract. Owner may withhold funds due Contractor hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations, or to satisfy any provisions of law relating to any claims against Contractor or Owner. Contractor will execute a release, WAIVER OF LIENS AND CLAIMS, substantially in the form attached hereto as Exhibit "B", which is incorporated herein for all purposes.

XII.

PAROL EVIDENCE RULE APPLICABILITY: This contract constitutes the entire agreement between the parties, and all previous negotiations, agreements and conversations are merged into and superseded by this contract. This contract cannot be changed except by written agreement signed by Owner and Contractor.

XIII.

CONTRACTOR TO SECURE PERMITS: Any permits required by any property owners' association or Harris County, or any other governmental authority for any performance under this contract are the responsibility of the Contractor.

XIV.

JURISDICTION AND SEVERABILITY: This Agreement shall be constructed under and in accordance with the laws of the State of Texas. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. Venue shall be the state court of Harris County, Texas for any claims or suits arising out of this contract.

XV.

Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and been contained in the Agreement. This Agreement shall not be considered to be drafted by any particular Party or its counsel and shall not be construed in favor of or against any of the Parties by reason of that Party or its counsel having drafted or prepared any part hereof.

AGREED:

OWNER:

Blue Dolphin Yachting Center, Iric.

By:

PO Box 130979

Houston, Texas 77219-0979

713.688.3926 | Office

CONTRACTOR:

FC with permission

CO/0/

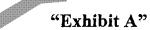
Sea Toyy Galveston Buy From BOYC Prosident

ELIZABETH MCMILLIN

Manager PO Box 548

Kemah, TX 77565

281.557.4117 | Cell



Blue Dolphin Marina Salvage Proposal

We have a Plan A

to break suction, put 20,000+ pounds of lift with flotation bags, 4 pumps and get her up to tow around the corner to the basin.

If this is successful, price is \$10,000

Plan B is

if Plan A fails and we have to acquire additional supplies to secure additional and unforeseen breaches.

This will not exceed \$12,869 up to an additional \$2,000.00 can be charged to the \$10,000.00 cost in Plan A above

This job will require
-2 divers,
-salvage master
and a

-captain

"Exhibit B"

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PAYMENT IN FULL

Project: Blue Dolphin Yachting Center, Inc - 500 Blue Dolphin Dr. Seabrook, Harris County, Texas 77586 -

Raising and Removal of Abandoned and Sunk Vessel "Bijou", Slip #1007
Amount:
The signer of this document has been paid and has received a payment for all labor, services, equipment, or materials furnished to the property or to <u>Blue Dolphin Yachting Center</u> , Inc. on the property of <u>Blue Dolphin Yachting Center</u> , Inc. on the property of <u>Blue Dolphin Yachting Center</u> , Inc. located at 500 Blue <u>Dolphin Dr</u> , Seabrook, Harris County, Texas 77586, to the following extent: <u>Raising and Removal of Abandoned and Sunk Vessel "Bijou"</u> , <u>Slip #1007</u> . The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent: The signer warrants that the signer has already paid or will use the funds received from this full payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials,
equipment, or services provided for or to the above referenced project in regard to the attached statement(s).
Date2024
SEA TOW.
By (Signature) (print) (title)
THE STATE OF TEXAS §
THE STATE OF TEXAS \$ COUNTY OF HARRIS \$
SUBSCRIBED TO AND SWORN TO BEFORE ME by SEA TOW on this the day of 2024, to certify which witness my hand and seal of office.
SEAL
Notary Public in and for the State of Texas

"Exhibit C"

Eviction Judgment for Plaintiff - Judge Trial		•
C	ase Number: 248200	134049
Scabrook Blue Dolphin Yachting Center, Inc. d'obs Dolphin Yachting Center, Inc. Plaintiff vs. Shad Turner Defendant	a Blue § § § § § § § § § § § § § § § § § § §	In the Justice Court Harris County, Texas Precinct 8, Place 2. 16603 Buccaneer Lanc Horston, TX 77062 281-482-8780 www.jp.hetx.net
ready for trial. No jury having been demended, the	court, having heard to	c. The Plaintiff and Defendant, being present, announced the evidence, determined judgment is for the Plaintiff for odgment is entered for the Plaintiff for possession of the
above described preedies, and further, that the Plaint	iff have judgment agai	mat the Defendant(s) for \$930.00 as rent owed, court costs
in the amount of \$129.00, together with post-judgmen	at interest at 8 rate of 8	1.50% per annum from the date of judgment until paid, for
which let execution issue.		
Na writ of presention will issue until the exp	iration of the live days	from the time of signing of this judgment.
The Court denies all other relief not granted to		•
The Defendant(s) appeal bond is set at: \$1860.00 . Yo	u may appeal this judg	ment by filing a boad, making a cash deposit, or filing a
Statement of Inability to Afford Payment of Court Cou	ice within 5 chays after 1	his judgment was signed. See Texas Rule of Civil
Procedure \$10.9(a).		
The fair more by visiting ways texaslawhelp on/exer	<u>mri-broperry</u> : / Si sale las como pago da esta i	nisy bo protected fiven being taken to psy Ulis Judgment. d es una persona física (y na ema composita), su estaveo o deudo decretáda en falcia en comra sign. Obrença mayor
Signed: 5/30/2024		June Sitt
	Lowe I	
	Justice	of the Peace Precinct 8, Place 2
Payment of Rent during the Pendency of any Appea	lof Non-Payment of	Rent Netetlon:
The amount of rent to be paid each restal pay period	od during the pendency	/ of any appeal is \$310.00.
A portion of the rent is payable by a government a		and the amount
of rent to be paid each rental pay period during the pen	dency of any appeal is:	by Defendant and \$by
government agency.		
	Perse Loff	Revised: 02/01/2023

10863

"Exhibit D"

200

VS.

ABSTRACT OF JUDGMENT CAUSE NO. 248200134049

RP-2024-202038 06/04/2024 BF1 573.00

SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. 8/b/2 BLUE DOLPHIN YACHTING CENTER, INC.,

IN THE JUSTICE COURT OF

Plaintiff,

HARRIS COUNTY, TEXAS

SHAD TURNER,

Defendant.

PRECINCT 8, PLACE 2

I, JEFFREY D. STEWART, Attorney for Plaintiff SEABROOK BLUE DOLPHIN YACHTING CENTER, INC., do hereby verify and certify that the following and foregoing is a true and correct Abstract of the Judgment rendered in the Justice Court of Harris County, Texas, Precinct 8, Place 2, on the 30th day of May, 2024, in Cause No. 248200134049 in favor of Plaintiff, SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. d/b/a BLUE DOLPHIN YACHTING CENTER,

INC, Judgment-Creditor, in Judgment, vs.

JUDGMENT-DEBTOR

Shad Turner 5611 Blackjack Lanc Houston, Texas 77088 DOB TDL 05/03/1974 Unknown <u>\$\$#</u> xxx-xx-x461

Judgment-Debtor in said Judgment, as appears of record in the office of the Justice Court of Harris County in the minutes of Precinct 8, Place 2, of Harris County, Texas.

Amount of Judgment:

\$930.00;

Court Costs:

\$129.00;

Post-Judgment Interest:

Post-judgment interest on all of the above awards at the rate of 8.50% per

annum from and after May 30, 2024, until paid in full;

Amount of Credits:

None;

Amount Duc:

Full Amount.

EXECUTED this 31st day of May, 2024.

JEPFREY D. STICVART

THE STATE OF TEXAS

8

COUNTY OF HARRIS

This instrument was acknowledged before me, the undersigned authority, on the 31st day of May,

2024, by Jeffrey D. Stewart.

TINA MARIE GRANT
Notary Public, State of Taxas
Commit, Explies 04-01-2028
Notary ID: 4614851

Notary Public, State of TEXAS

Judgment-Creditor's Address \
c/o WELLS & CUELLAR, P.C.
440 LOUISIANA, SUITE 718
HOUSTON, TEXAS 77002

8490-i03/2 ba



8:00:00 AM

Tuesday, June 4, 2024

Teachen Harpook

COUNTY CLERK, HARRIS COUNTY, TEXAS

ATT PROUGH HERED WHEN RESTRICTS THE OME RESTRICTS OF THE DESCRIBED HEAD PROPERTY BECAUSE OF COLOR OF TACE INVALID AND UNDEFORFARED UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

It has been control to the property of the party of the beauty of the party of the party

Tuesday, June 4, 2024

Tombin But the COUNTY CLERK HARRIS COUNTY, TEXAS

FILED AND RECORDED

Instrument Number:

2024027651

Recording Fee: 33.00

Number Of Pages:

4

Filing and Recording Date: 06/20/2024 11:11AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan, County Clerk

Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the derk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record,

"Exhibit E"

ON-STEE 01-31CE 520 D-ue Dohthin Drive Snatrook, Tokay 77586 Phone, 283,474,4450 eds. 281,474,7050



FEYZE AYCHUNG CENTER INC BUTE DOLLHIN

CORPORATE OFFICE PO Box 130979 Postion, lexes 77219-0979 Phone, 281,688 1925 Car: 281 686 2680

1	Etvat
	The Later (Linear) is made and ground and by held below the court from England Tarthay Serve Lat al. a. She Deprey Year on the Production of Court in Colors of the Court in Court in Court in the Court in Court in the Court in Co
	toward had a place of the comparation and the comparation of the specifical participation and viced the Sual Sto "As the root "the precise with an Faure. 100 Francisco Per 10 1We specifically although the Sual Sto "As the root "the precise with an Faure."
1	Hydriddindy or collectivity. Lorses
١	Vessel Omninhere: Stud Turner
١	ORGO SUBLI ABURGA NO P O BORES
1	Mating Address II December
ı	Foliophione Numbers: Photoe Philippens Phili
	Email Acides
1	ENTIR AND REAL PROPERTY OF THE LEGISLAND PROPERTY OF THE PROPE
1	Brist Christ (Piles)
l	Columnia Tolico Aproprimer Partennaler Partennaler Director Color Delico Color Marco Color
I	Chick the Committee Book Book Book Book Book Book Book Bo
l	All moderate due françaises and faire and frances and frances frances frances.
١	ELECTRICITY
ı	in an angular more it may be not be found in the found bear of the in angular bear of the found
Ì	with 19 sayed and 19 the Strating Continues of the Continues of the Continues of the Continues and the Continues of
ı	destroy was a and that protein is to be made to easy to be something that the manches like binner rate for the Door Sirp is 5 pur something
	LIVE ABOUTH IN THE PROPERTY OF
ŀ	STATE OF THE STATE
ľ	ALPENNIN NEW YORK THE COURSE WAS A STREET AND A STREET AN
ŀ	the state of the s
l	MVs and under the position of incident jobs in the property of
	DRY STORAGE. APPLICABLE (X) NOT APPLICABLE: NYE shall be also agree that must analogue of the rist parce, while shared in specific time and agree that must be a property of the rist of t
ı	Description of Second Aproje)
ľ	
ı	PIER PATHO USE APPLICABLE INOT APPLICABLE
	PIER PATHO USE APPLICABLE (X) NOT APPLICABLE IX N
1	Ed. of Applicants
	BISTALLATION OF HOAT OFT LAPPUCABLE IN A PROPERTY OF THE STATE OF THE
١.	CENERAL TXERE AND CONDITIONS
	HEDA IN STITUTED ON THE PETERN OF THE PETERN
	INDITION AND RELEASE LESSES ARREST OF THE WELL PROPERTY ON WHICH THE BLUE DOLPHIN FACILITIES AND LOCATED THEIR VACILITIES AND THE OWNERS OF THE WELL PROPERTY ON WHICH THE BLUE DOLPHIN FACILITIES AND LOCATED THEIR VACILITIES AND ALL PARTIES IN INTERPRETATED ENTITIES, FIRMS, COMPANIES AND ALL PARTIES IN INTERPRETATED THEIR
	CONTRACTORS, INCIDENT, INTECTORS, MANAGERS, RAPLOYEES, SUCCESSORS AND ASSIGNS, PADEARNICES OF ACTION, EXPENSES AND COSTA-
. ;	LOSSES, CLAIDS, COUNTRICKAINES PEES AND COTTS OF LITIGATION AREON ATBITTATION AROUN AUDION FOR THE SET AND COTTS OF LITIGATION REASONABLE ATTOMICS PEES AND COTTS OF LITIGATION OF INDIRECTLY, PARKATELY ON MEMORY HIM REPECTAND CHARACTER WHICH ARESE OF THE AUDION THEM REPECTAND CHARACTER WHICH ARESE AND CHARACTER WHICH ARE PEET AND CONTRACTORS, OF LICENS, OF AUTION AND AND AND AND AND AND AND AND AND AN
į	HUNTY, DEATH ANDICH PROPERTY BARROR BUFFARED OF HERRA, DIRECTORS, MANAGERS, EMPLOYEES, SERVANTS, BUCCESSORS INVITED, VISITORS, LICENSEES, GUESTS, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SERVANTS, BUCCESSORS INVITED, VISITORS, LICENSEES, GUESTS, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SERVANTS, BUCCESSORS INVITED, VISITORS, CONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SERVANTS, BUCCESSORS, CONTRACTORS, CONTRACTORS, CONTRACTORS, MANAGERS, EMPLOYEES, SERVANTS, BUCCESSORS, CONTRACTORS, CONTRACTORS, CONTRACTORS, MANAGERS, CONTRACTORS, CONTRACTORS, CONTRACTORS, CONTRACTORS, MANAGERS, CONTRACTORS, C
į	AMDOR ASSIGNS (ALLIBOLY) VANIAGE TO PROPERTY OF THE INDEMNITIES, ANNOUN DELLET VERY AND ANY PRISON WHATSOEVER DAMAGE TO OTHER VERSEL BY ANY PERSON WHATSOEVER DAMAGE TO OTHER VERSEL BY ANY PERSON WHATSOEVER DAMAGE TO THE VERSEL BY ANY PERSON WHATSOEVER DESCRIPTION OF THE VERSEL BY ANY PERSON WHATSOEVER DAMAGE TO THE VERSEL BY ANY PERSON WHAT PERSON
	CHIRACTER WHICH ARESE OUT DY, ON ARE IN CONNECTION WITH, DIRECTLY OF WHITE IS OF THE VESSEL ANDOOR THEIR RESPECTIVE CHIRACTER WHICH ARESE OUT DY, ON ARE IN CONNECTION WITH, DIRECTLY OF WHITE IS OF THE VESSEL ANDOOR THEIR RESPECTIVE CHIRACTER WHICH ADDRESS AND AREA OF THE VESSEL OF HELDIN, DIRECT ORS, MANDERS, EMPLOYEES, SEQUAMITS, SUCCESSORS, INJURITY OF VISITORS, LICENSEES, CURAYS, AGENTS, CONTROL OF WHITE TO AS THE "VESSEL PARTIES" IN LOSS OF OR DAMAGE YO THE VESSEL IS INJURITY OF THE INDEMNITES, ANDOON DAMAGE YOU THIND PARTIES, CAUSED IN A MICHAEL OF PROPERTY OF THIND PARTIES, CAUSED IN A MICHAEL OF THE VESSEL AND AND AND AND AND ADDRESS OF THE VESSEL PARTIES OF THE VESSEL AND THE VESSEL AND AND ADDRESS OF THE VESSEL AND AND ADDRESS OF THE VESSEL AND AND ADDRESS OF THE VESSEL PARTIES OF ANY LOW, STATUTE, RULE OR MIDELANDE FAILS. TO SUPPLIED BY ANY FINDERS OF THE VESSEL PARTIES OF ANY LOW, STATUTE, RULE OR MIDELANDE FAILS. TO SUPPLIED BY ANY OF THE VESSEL PARTIES OF THE VESSEL PARTIES OF ANY LOW, STATUTE, RULE OR MIDELANDE FAILS. TO SUPPLIED BY ANY OF THE VESSEL PARTIES OF THE VESSEL PARTIES OF ANY LOW, STATUTE OF THE VESSEL PARTIES OF THE VESSEL PARTI
į	indestruce fails to supply (7) yiolyton of temperature) of accidental, of hetaphous materials including, but hat limited to, assured to the temperature of temperature of the temperature of
1	CUST, OIL THY DIGGARDON DERIVATIVES, EATTERESS, ENGINEER REMOVAL MITHOUT LIMIT AND REGARDLESS OF CAUSE OF IN WHOLE DE IN PART, WESTELL AND IN SALVARE OF THE VESSEL AND HOW WHECK REMOVAL MITHOUT LIMIT AND REGARDLESS OF CAUSE OF THE UNITER WICH CONDITION OF PATENT OR LATENT, OFFICER IN PRANSES, THE UNITER WICH CONDITION OF PATENT OR LATENT, OFFICER IN PRANSES, THE UNITER WICH CONDITION OF PATENT OR LATENT, OFFICER IN PRANSES, THE UNITER WICH CONDITION OF PATENT OR LATENT, OFFICER IN PRANSES, THE UNITER WICH CONDITION OF PATENT OR LATENT, OFFICER IN PARTY. THE TANKEN OF THE PATENT OF T
1	PESSEL OF VESSELS, DREACH OF REPRESENTATION OF WARRANT (EXPESSE ON ENGLISHED NO THAT OF ANY INDESNITES, WHETHER SUCH
	CLEY, OIL THYDROCARDON DELIVATIVES, BATTERIES, EDULANDE MERCENDUAL BATTERIES IN PARTY DESERTANDES OF ANY MEASURE AND THE VEST AND THE V
	DE THE EQUIPMENT OR MATERIALS BELONGING TO ANY OF THE INDICATION OF LEAVE LABORY MITCHIGHT IN THE GROUP LETTER OF THE PROPERTY OF MATERIALS THE GROUP LETTER OF THE PROPERTY O
	This service with an the revision and revisi
•	المستنازي والمحاسن
: 5	SEABADOK B. UE DOLPHIN YACHTRIG CENTER, INC.
	BY Control of the state of the
Ť	BY
	# 100 manager 100
a	DYC - Lease - General Terms and Conditions Page 2 of 2

"Exhibit F"

D PLYMENT IN FILL : Car	You Calman Day 10 Care	
		TO VOUSE PERSON OF THE SERVICES PERSON V
	AND VERSON PROPERTY OF THE PROPERTY OF	R to the Treff opragram in the
The state of the s	Drea .	
PAY	MONT METHOD III Cook Card U Coak .	J Canar
O REASONABLE SECURIT	Y: Sea Tow Galvesion Bay, he San	The Constitution of the Constitution of the
TO THE PARTY OF TH	Pitch Cold Page Cold Cold Cold Cold Cold Cold Cold Cold	demarts reasonable and the
condition of islanding the vesser willing	str. Annobs among a bout bound	A strain to the strain of the
SECURITY METHOD	O Cool Suspensioners	
	Underwitcher and the comment range	N of potential Award.
	d Molarest Assentant to Comment Dage	stimumus Represer
Dates thisday o	20	f hours
	The second second second	
Credit Card Indefination if A		
	Fer V	SSEL CAREQ and/or PROPERTY
1 Card Header	Amend	
y Senare	(SEATON)	Ced Picharus)
Allerander and the second seco	Distri	kning soul felt)
RE	E-DELIVERY CERTIFICA	TE .
_ is no used a consulct	WE WERE BY IS OPEN FORM BY VACH API	Andrews of the same at the
Blue Dolphin Yachti	ng Center, Inc. 19814	
Pacemater	ferences of the 118 Office Const. o.	Service of the Vessel
Colveston Bay, certify that the zervage :	PERSON IN DESCRIPTION OF THE PROPERTY OF THE P	LVAGE AGREEMENT with See Tow
satisfaction		AN SE COURDICION TO MA SUITS
980040		
dresoci a Rhie Dolovia N	delivery of the versel which was to	and a district and a second
orosa & Bhie Dalphin N	TOPEN LASI DASIN	at THE BALKhead.
Dated thes day of	, 20 M	hours h
To VESSEL CARCO and/or PR		A Company of the Comp
	ופניפורסוג (פנימילטפו	
	(prof name and tax).	And the section of th
NOTICE	OF ASSIGNMENT OF PA	YMENT
To the wood is conjunction	minim the up or entitions cassage acre	TAICHT MARICALUS
FIRST: 1	To Member Onne	doil Owner Underwrite of the vestal
	Serenced in the US OPEN FORUS.	ALVACE ACCEPTION
were amended from a statistic test and strained statistic for the	מם פוק עם דישומים שאמות עם יובו וער הם	MADE SOLVICES LIMITED IN ON STATUTE
seachy in the Sea Ton Garesna Bay		The second secon
SECOND: As Macter Operators	Boungill venguitor t hale and and	that payment wit be mode directly to
cas Tow Genesion Boy PU Bez pag R	אמים וכח שההל נותם פשפין אל חמות	od this statement under directly to
		W 1
Oated tris day of	20	ביניסל
For VESSEL CARGO ardior PRO	ERTY	
	impound solutions;	
المستعملين الما	**************************************	700 m
	(print name and SES):	The state of the s
SALVAGE	GENERAL INFORMATION	ON SHEET
The state of the s		
		`\

"Exhibit G"

The Society of Maritime Arbitrators, Inc.

U.S. OPEN FORM SALVAGE AGREEMENT

Codename - MARSALVO

	£ 5.24.24.24;	100 100 100		5
	Blu	e Dolphin Yachting Center, Inc	(toro Collier Agent)
	REEMENT ('Agreement'), between 48	12/20maxcx)
SOR TOW	sself her corgo and any other property cur	("Salvor," mulually "Parlies.") really lying at or near _RCL	IS TOC SONDICHE SELVICES TENDENDED OF TO DE	1
under the following	lerms and conditions:		P#1007	
		3		
FIRST:	The Salver shall use to best endeavors	to avoid or minimize damag	o to the environment, to salve the Vessel	ed
	her cargo and other property and delive at which place and time the Salvor's ser	r some serely prope, at or new vices will terminate unless of	harwise multiply agreed	;
SECOND	His blandwinest properly the Vascal agru- tion of expense, to the reasonable use of			
THIRD:	Thin Salvage Enrylans are by be purform		प्रीप्तके भागवं नाहित्र	
Initial	No Curo - No Pay: (Correns:		slui salvaga of tro Vossel asc or her alial be cereuard to the intensitions	
	Convention on Savoge 1989 and a			
	No Cure - No Pay, Fixed Fee			
1.06.1	Ime and Materials (per alagn	DCOU AT LA GOO	(NET to exercise)	
INMAI	A fresident BOYC	1.00		
FOURTH:	The Selver shall have a lien upon the Ve			
	to Paragraph THIRD, Salvor's statement after completion or termination of such a	arvicas in sou of ament or all	achiment of the Vessel, the Salvor may	
	densand reasonable socurity for such sur- otherwise provided for	vices from the Vesse and do	rgo interest at any ame, unless	
FIFTH	This Agreement shall be governed by an	d construct in accordance wi	the the Educat Admitting to pure of the	
ririn	United States. Any appule ansing out of	inis Agreement shall be refer	resi to erbitration in the United States in	
	acordance with the applicable Arbitration beneather may include interest, attention	s leas and costs, and shall be	e final and binding. For the purpose of	
	enloreement, the Award duty be entered	for judgement in any court of	competent jurisdiction	
SO A	All of by I			r
Dated this 36	day of Septemberso 24	Rlue NoL	this Yaching two Centers I	ZN
FORSALVOR	<i>b</i>	For MARIA	THER and/o UNDERWRITER	-,,
41111		To the on	Tout I President	
(Knivotrea Sup. 3)	ALVOR	Inditional of frances	AS AGENT OF UNDERWRITER	
Hisal H.	McNillin, MANNER	St- Hedry J	N. Taul II, President	
PON NAME TITLE	We tour Alling	(Print - NAMETTI LE)	BOTE	

"Exhibit H"

	Sea Tow Galvestan	1 Bay	
	C/O 5oa Tow Sarvices Interns	and Zanoin	
	PO Box 1172 Southerd, NY 11871	107635	Chadrade - Din
	P NO-4-SEATOW	. ሀ 7 ው 3 3	Captour - Daying
Blue Dolphin Yachting Center, Inc	RD GWER 15		Justice 1
500 Blue Dolphia DR	mis		T. Ward
Scabrook Twas	77586 "	בבתייהב	and the second
FORD GILLER 281-474		AT ME SEATON	P741912-2-2-
FCE Wycine can 281-			Wr co.c.
NI NACE SIN	116 W. DAX 1-3	ARTA LIGH	25T
19/ Pacemaker	[23.11] [A.11]	Tiberary Control	True and the second
"Blue Dolphin Slip 1007	************	Property stranger	'AY GO!
T NAT TO LOUIS	inche in	1-110 Pin	matter -
Water GATE MAICHA WASE	ं । ज	(HI)	# TVA
Blue Dolphin East Rasin	- Podelilani	Capticati	Estin:
ACTION II IT IN THE STATE AND INCOME.	n h	معاعدا المراس	
IMPONTAGE THE ACRES SWEATHEFT OF A 150 OF THE FIRE	A CESIDE IN LANCE PHINTS	n s Glac deligation	
TWO PAIRS worse service expesses below minumbers. The bolder has the suith time of the bolder of the sense of the contract extress the contract of the self- tement's interest of the service of the self-tement in the contract of the contract of the self-tement	and the gradients and hereign whelevish at the best and to the trank of the colo	m (Clark K) Larveste en primmer en (ettem erkelter) e i moderf artesatur en latesatur	A THIS WAS LAND AND LESS OF THE CONTRACTOR
Alls of Arts project for company and human on the property of eliferic action and a few second of the second of th	thire at till in third of the imperiod forest hat paramet a mich of labor of experient and the coos are suplated	AIP arrumer ao nel et loss Activida la vica cante du arguar para de cels Grandia pasa an dels er de cels esta	THE STATE OF THE PARTY OF THE P
jugaren errare und antroparen saturo al lienti. Estallatur el lei user mirisari milli el eny bi Ilan (Elegion, Ila, aperio) en como un arbaren, men ibra ilan partenes intervalibila, incli Irago, Galenarias pepalainti il farenchi il entil berbona, in appeto, anti Retrio apesto di El	rough Strong in process on the graphs and flowers the figure of the control of th	is in Liebert appear or thefore 1995 to 15 to 40 1750 to all 10 arrest — a hel- Lerve their foot Addit Tagligar as a see	reneral income and the second control of the second
kessy, top, beight tags, proetiste, bid prisonis ellydy. In santaurur all elser mit grann ni reggi. Al tistega ari dur ard postato itt sadateh: Sil Vall klall bergan. grannoligii key grannos er mitter, proete ari an tradita to talk an ecopalese Val	om Custovich erak paytes and discount over the politics for mornia for each book informations that had been peaked the	himmed character in order to partition. All read of 1894 his order relative them in All read for the class when but p. Carlonia	Source of the manner of a section
hindry Danishing of the Louis of Lucally India they wish "Willy" of the beath of the Autoria the source is extrement that apply the coloration land union of the Asia In Action 2 of the 1921 pathogs times that you are referred strongly but only, is about	one all the local policy and the board and a Committee of the local savage for another of the Odfan is an arm of the transport and by	indry our defensivers the bours, in a large art. The arbitrary of the district Market section before The bost of	Managaria (Managaria) da ingganagaria (Managaria) da ingga
SCAN CULTURE A MANY LANG OF SUPERIOR STORMS AND ACCOUNT TO THE	ACTABLES VALUE LANGUES	MARCIELE	er taptett gren in fritte ein eller i
I HAVE FULLY HEAD, UNDERSTAND AND AGREE TO THE	2/2027 TOWE, W.C.	millin, celle	Usur
ary Marifestistaria	The same of the sa	RA	TOTAL .
Hburs of Sea Tow On-The-Water		r var engage og til	i di man
Recovery of 48	Hucemakin		er er eret
	raised & Cleli	VE VEZC	Ţ.
		4m7.	
Price Not to excee	1 9 13,000		
D. Haller and O. A. A. and and and	0.000		
Redelivery Certificate to D	e exellected		and and a second
· Credit card OR	Payment	Su	STOTAL
and theck payable to	FORMS	SEA TOW MEMBER	SAVED:
Sea TO WIGHT STEAM PAY	5 days	पूर्व ते) टर्बर देश्यक्ष्ट	acable).
OSH KEINAL TX 77565		TOTAL INVOICE CHA	AGES:
CACO (X) HIJN Toub I President 10/	2/2024		
THERED STHOME SETHE SATISFACTORY COMPLETION OF THE		SPONSIBILITY OF THE CHARG	ES FOR THE WORK
DATE	PICHY NAME >		<u>†</u>

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PAYMENT IN FULL

Project: Blue Dolphin Yachting Center, Inc - 500 Blue Dolphin Dr. Seabrook, Harris County, Texas 77586 -Raising and Removal of Abandoned and Sunk Vessel "Bijou"; Slip #1007

Amount: \$12,000.00

The signer of this document has been paid and has received a payment for all labor, services, equipment, or materials furnished to the property or to Blue Dolphin Yachting Center, Inc on the property of Blue Dolphin Yachting Center, Inc located at 500 Blue Dolphin Dr, Scabrook, Harris County, Texas 77586, to the following extent: Raising and Removal of Abandoned and Sunk Vessel "Bijou", Slip #1007. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

The signer warrants that the signer has already paid or will use the funds received from this full payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s).

2024 (Signature) (print) THE STATE OF TEXAS § § Ş COUNTY OF HARRIS SUBSCRIBED TO AND SWORN TO BEFORE ME by Elizabeth Mcmillin, SEA TOW on this the

18 day of OCTOBE? 2024, to certify which witness my hand and seal of office.

SEAL

CLAUDIA M. LOPEZ BELTRAN MY COMMISSION EXPIRES 01/20/2027 NOTARY ID: 134156330

Notary Public in and for the State of Texas

WELLS & CUELLAR

A PROFESSIONAL CORPORATION

440 LOUISIANA, SUITE 718
HOUSTON, TEXAS 77002
TELEPHONE (713) 222-1281
FAX (713) 237-0570
www.wellscuellar.com

JAMES E. CUELLAR

JEFFREY D. STEWART

D. BRENT WELLS

MEDIATOR/ARBITRATOR

BOARD CERTIFIED – CONSUMER LAW AND COMMERCIAL LAW TEXAS BOARD OF LEGAL SPECIALIZATION

CERTIFIED - CREDITORS' RIGHTS LAW AMERICAN BOARD OF CERTIFICATION

November 6, 2024

CERTIFIED MAIL/RRR and FIRST CLASS MAIL

Shad Turner 5611 Blackjack Lane Houston, Texas 77088

Re:

Seabrook Blue Dolphin Yachting Center, Inc. d/b/a Blue Dolphin Yachting Center, Inc. v. Shad Turner; Lease Agreement pertaining to Boat Slip No. 1007, Pier 10 (the "Lease").

* * * DEMAND FOR PAYMENT * * *

Dear Mr. Turner:

1

As you are aware from previous correspondence, the undersigned represents Seabrook Blue Dolphin Yachting Center, Inc. d/b/a Blue Dolphin Yachting Center, Inc. ("BDYC") in connection with the above-referenced Lease and removal of your sunk, abandoned vessel. Since you abandoned your sunk vessel BDYC was forced to raise and dispose of your vessel so that the Boat Slip could be cleared and leased out once again. The costs for removal and disposal of the vessel were significant. See Exhibit "A" hereto.

Accordingly, demand is hereby made that you pay to BDYC the sum of \$18,850.00 within ten (10) days of the date above. If you fail to do so within ten days from the date above, BDYC has instructed me to file a lawsuit against you seeking a Judgment for all amounts owed.

In the event payment is not received as directed, suit will be commenced to collect the entire amount due and owing, together with reasonable attorneys' fees on the order of at least \$5,000.00, lawful interest, and Court costs incurred in prosecution of the claim. Failure to pay the \$18,850.00 as demanded could result in a judgment of greater than \$24,000.00.

This matter deserves your most prompt and serious attention so as to avoid the prospect of costly litigation.

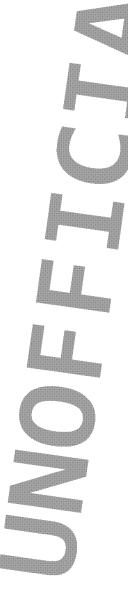
Shad Turner November 6, 2024 Page 2

Sincerely,

WELLS & CUELLAR, P.C.

by Jeffrey D. Stewart for BLUE DOLPHIN YACHTING CENTER, INC.

8499x008.lss



MARINE, INC.

GENERAL CONTRACTOR

1925 HWY 146 S. - KEMAH, TEXAS 77565 - PHONE (281) 334-1655 - FAX (281) 334-8366

October 31, 2024

Blue Dolphin Yachting Center P.O. Box 130979 Houston, Texas 77219-0979

INVOICE

RE: Pier 10 - 48' Sunken Boat

10/11/24 Thru 10/12/24 Raising Sunken Boat

Labor 10/15/2024

Install Boom around Boat

Labor

10/16/24 Thru 10/21/24

Demo Boat and Load in Dumpster

Labor

Equipment

2 - Dumpsters

\$85.00

\$1,400.00

\$946.00

\$2,400.00 Subtotal Sales Tax

\$1,268.46 \$6,099.46 \$398.56

\$6,498.02

Service Report - Log & Job Invoice -

Sea Tow Galveston Bay

PO Box 548 Kemah, Texas 77565 United States

(281) 557-4117

Invoice Number

79029 - 20241013 - 22057

Work Order

Compass Case

00079029

Account

Ford Collier Blue Dolphin Yachting

Number

Number

والاهراء والمناورة والمناورة Customer Information :

Ford Collier Blue Dolphin Yachting

2814744450

Company Information a

Insurance Information . . .

Insurance

None

Company

Claim Number

Company Contact

Insurance

Insurance Contact

Email

Insurance Contact

Phone

Boat Name

Boat Color

HIN Number

Registration

Number

Policy Number

Boat Details

Job Located in AOR

Servicing AOR

978 - Galveston Bay 978 - Galveston Bay

Boat Year

Boat Make

1973

Pacemaker

Boat Length

48

Job Information

Nature of Distress

Sunk

Nature of Distress Detail

In slip

Sea Tow Justice - Boston Whaler - 2009 - 24 -

Destination

Location Additional

Information

Location Description Blue Dolphin #1007

Customer

BD EAST BASIN by Barge

Sea Tow Vessel

Christopher Scott Wanner

Assigned Captain

Auction Partner

Stock Number

Delivery address

Crew Members		
	Crew	<u> </u>
Daniel Cuadrado Dayne Wilson	Crew	
Christopher Scott Wanner	j Primary Captain	
	in the state of t	

Towing / Salvage Agreement CUSTOMER whose signature appears below acknowledges that he/she has the authority to authorize and hereby authorizes TOWER/ SALVOR to proceed on CUSTOMER'S / VESSEL MASTER'S /OWNER'S behalf or is the owner of the assisted vessel. CUSTOMER agrees to pay in full all charges and in the event of any collection procedure, including arbitration, made necessary by reason of the customer's failure to pay, agrees to pay all reasonable charges for collection including costs, attorney's fees, and interest. Charges incurred shall constitute a salver's priority and retaining lien upon the vessel and all cargo, goods, or properly on board the vessel, and all freight and/or charthire at risk in respect of the cargo; SALVOR assumes no risk of loss. Accordingly, SALVOR has authority to retain exclusive possession of the vessel, its fuel, provisions cargo and personal effects aboard until full payment is made, including storage costs during any period of retention. SALVOR has the authority to take all steps he decris reasonable or necessary to secure the vessel, its cargo, and its contents, and this does not displace Customer's priority duty to disclose all risks or special issues that may bear upon services and to properly secure all items aboard prior to commencement of any services and thereafter when the need arises. Customer agrees to defend and hereby indemnifies and holds harmless, SALVOR, its agents, servants or alfillates, and Sea Tow Services International, Inc. ("indemnities") for/from all claims relating to or arising out of services, including expenses, costs, fees, attorneys' fees, judgments associated therewith, and liabilities to others, and hereby waives all claims against indemnities including negligence (but not gross negligence), and property damage, including to the vessel, fuel, freight, cargo, provisions, and personal effects. In addition to all other charges, CUSTOMER shall pay for any environmental damage or fines for pollution arising out of the salved vessel, its bunkers or cargo. All charges are due and payable immediately. SALVOR shall levy an interest rate of 1.5% per month (an annual rate of 18%) to any balance due over 30 days, regardless of whether contested. Any controversy or claim arising out of or relating to this agreement of the breach thereof shall be filed and/or removed (as the case may be) to Federal Court, or to compulsory, final and binding arbitration, or to a court of suitable jurisdiction, upon SALVOR's discretionary forum election, which shall be final and binding. In determining the quantum of award and/or compensation due SALVOR, the court (or arbitrators) shall apply the criteria for fixing an award under Article 13 of the 1989 Salvage Convention or the criteria for determining special compensation for SALVOR as set forth in Article 14 of the 1989 Salvage Convention, or superseding statutory authority, or arbitration provisions, in accordance with that of the selected venue. The award shall be entered as a final judgment against CUSTOMER in every Court of competent jurisdiction. Adjudication, irrespective of venue, shall be rendered in accordance with Federal General Maritime Law of Salvage then in force and offect, and this Agreement. These terms shall govern; services rendered shall constitute SALVOR's reliance thereon and CUSTOMER'S consent thereto.

HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS AS ABOVE WRITTEN.

Work Authorization

Work Authorization

Work Authorization

Type Work Authorization

Signature

Signed By

Date

Captain

Type Captain

Signature

Signature

Signed By

Date

Out - 10/11/2024 8:00 AM 29.524642900000000))	-95.05706	-95.057062000000000		
On Scene	10/11/2024 9:00 A		29.52464290000000				-95.05700	-95.057062000000000		
In Service	10/11/2024 9:30 A	29.52464290000000				-95.05706	-95.057062000000000			
•	10/12/2024 8:09 P	29.524642944335900				-95.05706	-95.057062022476500			
Completed	10/12/2024 10:00		29.524 642900 000000				-95.05706	-95.057062000000000		
In										
BENGE BER							Silmatolia.			
						ASSETTION BEFORE		l Gillonio	STATE OF THE PARTY	
Recovery of sunken	vessel 48'	1.00	Each	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	\$0.000	\$12,000.00	
PAcemaker		I.				l	1 '	!	1	
Work Order Line Item Totals Total Member Savings Subtotal						Savinos	\$0.00			
							\$12.000.00			
Tax									\$0.000	
	Total Invoice Charges								\$12,000.00	
Payment Details	lot Completed	·•		· ·		,		٦٥		
Payment Type Not Completed Credit Card Last 4										
Credit Card Cast 4					- J.					
Customer Acknowl	edgement						-bassas for th	oo work		

Customer Acknowledgement

I hereby acknowledge the satisfactory completion of the above work and accept responsibility of the charges for the work.

Customer Signature

Customer Туре

Signature

Signed By

Date

CONTRACT FOR Raising and Removal of Abandoned and Sunk Vessel "Bijou", Slip #1007

STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS \$

/ trum BOYC

WHEREAS, Sea Tow Galveston Bay and Sea Tow Services International, Inc. president hereinafter collectively referred to as "Contractor" and Blue Dolphin Yachting Center, Inc. ("BDYC"), hereinafter referred to as "Owner", intend to contract and agree for Contractor to perform the service, as outlined in Item I, at the property of Owner, 500 Blue Dolphin Dr ("Property") upon the terms set out herein, and

WHEREAS, Owner and Contractor intend for Owner to pay Contractor upon the terms set out herein;

NOW THEREFORE, the said parties contract and agree as provided herein;

I.

SERVICES: Refer to Exhibit "A".

Owner will only be responsible for the cost of Exhibit "A" work that is performed on its Property and not otherwise.

"II.

DATE OF CONTRACT: This contract is entered into as of October 4, 2024.

111

CONTRACTOR'S SERVICES TO BE PERFORMED: Contractor covenants and agrees to supply at the expense of Contractor all labor, supervision, materials and equipment for Contractor's performance of this contract to the satisfaction of HENRY I.N. TAUB II, President of Blue Dolphin Yachting Center, Inc., including, but not limited to, Contractor's performance of services with respect to Exhibit "A". Anything to the contrary notwithstanding, Contractor's entire performance under this contract is to be done to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc.

Page 1 of 16

au

CONTRACT PRICE AND PAYMENT: Owner shall pay to Contractor by BDYC check the sum of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00), when Contractor has completed its performance (in accordance with approved invoices) under this contract to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc. Also, Contractor will provide Owner with releases or other evidence satisfactory to HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc., showing that the sum owed in connection with this contract has been paid in full and Contractor has satisfied any and all obligations incurred by Contractor in performing its obligations under this contract. Refer to Exhibit "A" attached hereto and incorporated herein for all purposes.

V.

CONTRACTOR TO BEAR ALL COST AND EXPENSE OF PERFORMANCE: All taxes, services, insurance expense, labor, wages and help of every description, and all equipment, materials and supplies of every type used in Contractor's performance under this contract shall be furnished by, and at the expense of Contractor. The sum of all charges made by Contractor shall not be in excess of the said sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), — refer to Exhibit "A" for the full performance of this contract.

VI.

TIME FOR COMPLETION: Contractor shall complete its performance under this contract on or before October 9, 2024. If for any reason Contractor has not completed its performance under this contract to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc. by October 9, 2024, dependent on weather delays, the parties shall negotiate with respect to a new completion date. Time is of the essence with respect to this contract.

VII.

CONTRACTOR TO BEAR ALL RISK: CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH OR DAMAGE SUSTAINED BY ANY AND ALL PERSONS OR PROPERTY DURING THE PROGRESS OR AFTER THE COMPLETION OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT WHICH IN ANY WAY RELATE TO THE WORK PERFORMED UNDER THIS CONTRACT, AND ARISE IN WHOLE OR IN PART FROM ANY ACT, NEGLIGENCE, OR DEFAULT OF CONTRACTOR AND/OR OWNER, AND/OR ANY PERSONS PERFORMING SERVICES OR PROVIDING MATERIALS FOR CONTRACTOR, AND CONTRACTOR SHALL PAY, INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL SUCH COSTS AND DAMAGES.

CONTRACTOR FURTHER AGREES TO PAY, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUCCESSORS, ASSIGNEES,

SUBSIDIARIES, AFFILIATES AND INTERRELATED FIRMS, ENTITIES, COMPANIES AND ALL PARTIES IN INTEREST FROM ALL AND EVERY CLAIM OF DAMAGE OR INJURY TO ANY AND ALL PERSONS AND PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES AND HELPERS, OWNER, AND ANY OUT OF OR RELATING PERSONS ARISING THIS CONTRACT, INCLUDING INSTANCES PERFORMANCE OF WHERE SUCH DAMAGES OR INJURIES ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, AND CONTRACTOR FURTHER AGREES TO PAY, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM EVERY CLAIM AND DEMAND FOR ANY VIOLATION BY OR HELPERS **EMPLOYEES** AND ITS CONTRACTOR, SUBCONTRACTORS, OR THEIR EMPLOYEES AND HELPERS, OF ANY THE RELATING REGULATING OR LAW OR STATUTE PERFORMANCE OF THIS CONTRACT.

CONTRACTOR FURTHER AGREES THAT CONTRACTOR WILL BEAR ALL RISK OF AND BE LIABLE FOR, AND INDEMNIFY OWNER WITH RESPECT TO, ALL RISK WITH RESPECT TO ALL EQUIPMENT, MATERIALS AND SUPPLIES AS WELL AS FOR ACCIDENTS INVOLVING ITS WORKERS, SUBCONTRACTORS, EMPLOYEES, HELPERS, AND ANY AND ALL PERSONS CLAIMING TO HAVE BEEN INJURED OR IN ANY WAY HARMED WITH RESPECT TO OR GROWING OUT OF THE PERFORMANCE OF THIS CONTRACT.

VIII.

INDEPENDENT CONTRACTOR RELATIONSHIP: In the performance of this contract, Contractor is an independent contractor with sole right to supervise, manage, control and direct the details of the performance of this contract. Owner is only interested in the results to be obtained, but, as stated, the results must be accomplished to the satisfaction of HENRY J.N. TAUB II, President of Blue Dolphin Yachting Center, Inc.

IX.

INSURANCE TO BE PROVIDED BY CONTRACTOR: Contractor agrees to carry adequate Employer's Liability Insurance covering all persons and employees connected with Contractor's performance under this contract and also to carry at a minimum: Comprehensive and General Public Liability Insurance of \$1,000,000.00 and Umbrella Liability Insurance, and Automotive Public Liability and Property Damage Insurance, to protect against any claims for injuries or death to persons, or damages to property, sustained in the performance of this contract. Owner will be named as Additional Named Insured on each policy.

NO ASSIGNMENT WITHOUT PRIOR WRITTEN APPROVAL OF OWNER: This contract shall not be assigned by Contractor without the advance written approval of Owner.

XI.

CONTRACTOR SHALL COMPLY WITH ALL LAWS: Contractor agrees to comply with all applicable laws, orders, deed restrictions, rules or regulations of any governmental body, including, without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final settlement, Contractor shall satisfy Owner of the payment and release of all wages, debts, taxes, liens, claims, charges and obligations arising by operation of law, or otherwise, out of Contractor's performance under this contract. Owner may withhold funds due Contractor hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations, or to satisfy any provisions of law relating to any claims against Contractor or Owner. Contractor will execute a release, WAIVER OF LIENS AND CLAIMS, substantially in the form attached hereto as Exhibit "B", which is incorporated herein for all purposes.

XII.

PAROL EVIDENCE RULE APPLICABILITY: This contract constitutes the entire agreement between the parties, and all previous negotiations, agreements and conversations are merged into and superseded by this contract. This contract cannot be changed except by written agreement signed by Owner and Contractor.

XIII.

CONTRACTOR TO SECURE PERMITS: Any permits required by any property owners' association or Harris County, or any other governmental authority for any performance under this contract are the responsibility of the Contractor.

XIV.

JURISDICTION AND SEVERABILITY: This Agreement shall be constructed under and in accordance with the laws of the State of Texas. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. Venue shall be the state court of Harris County, Texas for any claims or suits arising out of this contract.

XV.

Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had noved sto been contained in the Agreement. This Agreement shall not be considered to be drafted by any particular Party or its counsel and shall not be construed in favor of or against any of the Parties by reason of that Party or its counsel having drafted or prepared any part hereof.

AGREED:

OWNER:

Blue Dolphin Yachting Center, Inc.

HENRY I.M. TAUB'II
President
PO Box 130979
Houston, Texas 77219-0979

713.688.3926 | Office

CONTRACTOR:

FC With permission

Sea Toys Galveston Buy From BOYC Prosident

Manager PO Box 548 Kemah, TX 77565

281.557.4117 [Cell

"Exhibit A"

Blue Dolphin Marina Salvage Proposal

We have a Plan A

to break suction, put 20,000+ pounds of lift with flotation bags, 4 pumps and get her up to tow around the corner to the basin.

If this is successful, price is \$10,000

Plan B is

if Plan A fails and we have to acquire additional supplies to secure additional and unforeseen breaches.

This will not exceed \$12,000 up to an additional \$2,000.00 can be charged to the \$10,000.00 cost in Plan A above

This job will require -2 divers, -salvage master

and a

-captain



"Exhibit B"

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PAYMENT IN FULL

Project: Blue Dolphin Yachting Ce	inter, Inc - 500 Blue Dolphin Dr. Seabrook, Harris County, Texas 77586 -
Raising and Removal of Abandone	d and Sunk Vessel "Bijou", Slip #1007
Amount:	
materials furnished to the property Yachting Center. Inc located at 50 extent: Raising and Removal of Abareleases any mechanic's lien right, statute, any common law payment in rule, or statute related to claim or above referenced project to the following the signer warrants that the signer warrants that the signer warrants that the signer warrants and fall of the signer.	r has already paid or will use the funds received from this full payment to
equipment, or services provided for	or to the above referenced project in regard to the attached statement(s).
Date	;2024
SEA TOW	
By	(Signature) (print) (title)
THE STATE OF TEXAS §	
THE STATE OF TEXAS § SOUNTY OF HARRIS §	
SUBSCRIBED TO AND SWORN T 2024, to certify which witness my ha	O BEFORE ME by SEA TOW on this the day of and and seal of office.
SEAL	
	Notary Public in and for the State of Texas

"Exhibit C"

		•.	
Eviction Judgment f	or Plaintlff — Judge Trial	Case Number: 2482001340-	19
Senhrook Blue Dol Dolphin Yachting C Plaintiff vs. Shad Turner Defendant	nhin Yachting Center, Inc. Center, Inc.	d/b/a Bluc § § § § § § § § § § § § §	In the Justice Court Harris County, Texas Precinct 8, Place 2 16603 Buccaneer Lanc Houston, TX 77062 281-488-8780 www.jp.hetx.net
Leased Premises:	500 Blue Dolphin Street Silp 1007, Plet 10 Scabrook TX 77586		
		Judgment	
On 5/9/2024	the court heard the above	aumbered and styled cause. The	Plaintiff and Defendant, being present, announced
ready for trial. No is	ory having been demanded.	the court, having heard the evi-	dence, determined judgment is for the Plaintiff for
noscesion of the ab	ové described premises. It i	is therefore decreed the judgme	nt is entered for the Plaintiff for poasession of the
allowe described pres	nites, and further; that the P	laintiff have judgment against the	Defendant(s) for \$930.00 as rent owed, court costs
in the amount of \$12	9.00, together with post-jud	gment interest at a rate of 8.50%	per annum from the date of judgment until paid, for
which let execution i			
No writ of p	ods litau suezi lliw naiezoseo	expiration of the five they from	the time of signing of this judgment.
	enies all other relief not gran		The band making parts deposit or Gliny a
The Defendant(s) app	00.00817 :set et zi bnod les	- You may appeal this Judgment t	ry Ming a hond, making a cash deposit, or filing a
Statement of Inability	to Afford Payment of Creat	t Costs within 5 days after this Jik	Igment was signed. See Texas Rule of Civil
Procedure 5 10.9(a).		> // .	The state of the s
Find out more by vis		exempt-property, i Si uneu es la expilas como pogo de esta deudo	z protected from being taken to, pay this Judgment, ia persona fisica (r. no una composto), su dinoro o decretada en julcia en contra supa: Obtença mayar,
Signed: 5/30/2024			Sitt-
		Louie Dina Justice of the	Pesce Precinct 8, Place 2
Payment of Rept dur	Inp the Pendency of any A	ppeal of Non-Payment of Rent 1	Celetion:
The amount of re	nt to be paid each remai pay	period during the pendency of an	y appeal is \$310,00.
	em is payable by a governm		the amount
of sent to be paid each		pendency of any appeal is: \$	by Defendant and S by
povernment alteres.			
or the set		Page I of t	Revised: 02:01/2023

"Exhibit D"

2 AJ

ABSTRACT OF JUDGMENT CAUSE NO. 248200134049

RF-2024-202038 06/04/2024 R1 \$73.00

SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. 8/b/s BLUE DOLPHIN YACHTING CENTER, INC., Plaintiff,

IN THE JUSTICE COURT OF

VS.

HARRIS COUNTY, TEXAS

SHAD TURNER,

Defendant.

PRECINCT 8, PLACE 2

I, JEFFREY D. STEWART, Attorney for Plaintiff SEABROOK BLUE DOLPHIN YACHTING CENTER, INC., do hereby verify and certify that the following and foregoing is a true and correct Abstract of the Judgment rendered in the Justice Court of Herris County, Texas, Precinct 8, Place 2, on the 30th day of May, 2024, in Cause No. 248200134049 in favor of Plaintiff, SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. d/b/a BLUE DOLPHIN YACHTING CENTER, INC. Judgment-Creditor, in Judgment, vs.

JUDOMENT-DEBTOR

DOB

05/03/1974

TDL

<u>S\$#</u>

Shad Turner 5611 Blackjack Lanc

Houston, Texas 77088

Unknown xxx-xx-x461 186

Judgment-Debtor in said Judgment, as appears of record in the office of the Justice Court of Harris County in the minutes of Precinct 8, Place 2, of Harris County, Texas.

Amount of Judgment:

\$930,00:

Court Costs:

\$129.00;

Post-Judgment Interest:

Post-judgment interest on all of the above awards at the rate of 8,50% per

annum from and after May 30, 2024, until paid in full;

Amount of Credits:

None;

Amount Duc:

Full Amount.

EXECUTED this 31st day of May, 2024.

JEFREY D. STIGVART

THE STATE OF TEXAS

9 5 5

COUNTY OF HARRIS

This instrument was acknowledged before me, the undersigned authority, on the 31st day of May,

2024, by Jeffrey D. Stewart.

TIHA MARIE GRANT
MOTARY PIBILE, STATE OF TRANS
CEPTURE DEVICE OF COLUMN
HOTARY ID 1851881

Notary Public, State of TEXAS

CIAL

Judgment-Creditor's Address: c/o WELLS & CUELLAR, P.C. 440 LOUISIANA, SUITE 718 HOUSTON, TEXAS 77002

8499±001 po

FILED FOR RECORD

8:00:00 AM

Tuesday, June 4, 2024

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HELIEN VALUE RESTRICTS THE CALE REMAIL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE SHIVALID AND UNENFORCEMENT EVOLVE FEDERAL LAW THE STATE OF TEXAS;

COUNTY OF HARRIS.

I haven contry to the arction of the base of

Tuesday, June 4, 2024

COUNTY CLERK HARRIS COUNTY: TEXAS

FILED AND RECORDED

Instrument Number: 2024027651

Recording Fee: 33.00

Number Of Pages: 4

Filling and Recording Date: 06/20/2024 11:11AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

Dwight D. Sullivan, County Clerk Galveston County, Texas

NOTICE: It is a crime to intentionally or knowlingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

ON-STIE DIFFICE 500 B to Dolphin Drive Single-ook: Turns 77586 Phone, 282 474-4450 Fax 283,474,2050



BLUE DOLPHIN. VACATING CENTER INC. LEASE

CORPORATE OFFICE PO Box 130979 Houston, Jeres 77219-0979 Phone, 291-688 3925 fax: 251-686 2089

and between Security Resemble Resemble Resemble Resemble	they finds lot able the Dapin Yorking Lords he find Both of the Laure lot relief which an Dogo albeid Levin, Mane at the Greenish frie Albhin faithing Erner, 1827 the Datin Frail and Dogo albeid Levin, Mane at the Greenish frie Albhin faithing Erner (1827 the Datin Frail
This term's American and the Committee and present and present the Six Comprehence (see French 1985). Six Comprehence (see French 1985) and the french the read present and the present the see of the period of the Comprehence (see French 1986) and the period of the Committee and the	then first lies did the Dopen Taking Lover his 17th Both of the Latter is established and Dopen South Colleges to the Party of Dopen Latter is established the Latter is the Colleges to the Dopen Latter is the Lat
Costs: Figures	ally acknowledge and vicesus the Sual Shp "As Is" and 19hingto he with at Faire
BONT SIE NUMBER 1807	dan allock of colories loves I over I
Person Special Access (No.P.O. Boses), Agil Backpus Un Housing, Ts 77588	The contribution of purposes of the contribution of the contributi
Office Ericks (Vacions (No P.O. Boses)	*.*
I Haling Zuldness II only and	Bow! Co Hamp
Telephore Numbers Home Celthoday (713) 594-8983 Celthoday	K ^{alx} , Co_Co₁
	ALL ARCHANG
WIR Later mainty the telegraphic of hamiltone	(Manual Annual Control of the Contro
The DESIGN THE WINN DAY BY THE PADMING SAME TAKEN THE BANK	Control Condition Control Cont
GOLS PROTA TOLEN	Tien 1970
The time that be to a tent of mo to the S reserved pean before the first time that the total at the time of the state of	and the second of the control of the
The trans that be to a femiliar and the transfer service attract comment on the	in cryst July ,237, with Layse paying as you are spin to solvery or and in [171] cryst layed month (1720) that have of the Book Dip, Lested by and in
Towns I Raine and William Inches	
ELECTRICITY We will restore that the Complete may stored electron as a resident or the square.	a Lighten sed and the or more of the fellowing may tooly
We widness to the bird the is an ite round to a subsymptime to the	n Lidator sol and and our record the laborate majeries and majeries are supported in the 2 style extends the laborate for closerup used on the supported in the laborate which he later on the layers as the hereaft the layers and the later of the later o
The state side of the carrier of the	A SALE OF COLUMN CAPRE THE PARTY UNTER A SALE CONTINUED BOTH SMILL SALE COLUMN DATE.
Alectricates and hall propries is to be made to the	the acres that the manify the aboard rate for the Bost Slip in 5 pur small
	CHANTING THE DIEN STOP
	per metals
	ME THE THE LOCAL STANDAL THE COLORS IN CITY DESCRIPTION OF CONTRACT TO ME AND THE COLORS IN COLO
many remarking of any Suddon's light and John John John John John John John John	The second of the second secon
GRY STORAGE APPLICABLE MINOT APPLICABLE	Athers, the pro occes not acre to perfect of month) contributed button with mand in them.
OCUPATED	<i>ii</i>
Orechoemi of Social Species	
	15 AN 1 CAN 15 AN 15
PIER PATIO USE APPLICABLE FIOT APPLICABLE	colle num es las kampi de Cocole ferre sua Comitant Attaing to Fibr Pola Lister.
the course lies to the self needs to make the editions.	
HISTALLATION OF HOAT UFT TAPPLICABLE WHOT APPLIC	ABLE
Who ware that is address in the Corestal Terms are Ochunicas and Ionh prior and exists accommodity upply on mytter destallation use and consider proposal of annie.	ABLE in threaters and hoof the Specific Tenns and Chuckens Routing to Bont Life ton Fe
Chieral In	איני איני בטיומוניטשין
	and and a series and the property of the party of the property of the party of the
HIDENHITY AND RELEASE. LESSES AGREED TO RELEASE, PROTE	TO DESCRIPT THE WHICH THE PRODUCT AND HEAD REASON THE BUSHING TO WHICH THE BUSE OF PAIN A CLOSE AND LOCATED, THEN THE PRODUCT OF THE PAIN AND A CLOSE AND ALL PARTIES IN A PAIN AND ALL PARTIES AND ADDRESS AND COSTA OF THE PAIN AND ADDRESS AND ADDRES
CONTRACTORS, SUBSIDIARIES, AFFILIATED AND INTERRELATED CONTRACTORS, SUBSIDIARIES, MANAGERS, MANA	PRIORS AND ASSIGNS (MINDEMNITERED FROM AND ADMINES AND COSTA
LOSSES, CLAIMS, COUNTRECLAIMS, DEMANOS, DEMANOS, DEMANOS OF LITT	DAYTON AUGUR AIGUTRATION; ARGOR JURGARTIS OF EVENT MING AND DIRECTLY OR HOURESTLY, PROXIMATELY OR REMOTELY, (A) PAREDNAL DO BY LESSEE, THE OWNERS OF THE VESSEE AND OF THE RESPECTIVE DO BY LESSEE, THE OWNERS OF THE VESSEE AND OF THE RESPECTIVE DO BY LESSEE, THE OWNERS OF THE VESSEE AND OF THE RESPECTIVE AND OF THE RESPECTIVE OF THE PROXIME AUGUSTS OF THE PROXIME AUGUST OF THE PROXIME AUGUSTS OF THE PROX
INVITERS, VISITORS, LICEL PARTIES BEING HEREIN REFERRED TO	AND THE TO PROPERTY OF THIRD PARTIES, CAUSED IN
DAMAGE TO OTHER VESSEL THOOR THE VESSEL PARTIES!	IN PERSONAL PARTIES! (E) REPAIRS, SUPPLIES, NEGESTARIES AND OTHER
AND CAUSED HIN WHOLE OF HOT LIMITED TO, WATER ELECTRIC TERVICES (INCLUMNG, BUT HOT LIMITED TO, WATER ELECTRIC	cipersonal hajuny of drath suppered by any person whatsdever HE yessel Parties; jed repairs, supperies, ancestants and other ty andom security) suppered by any imperatice of which and my other of the vessel parties of any law, statut, rule of my other processes was experied in the control of the con- dictional, op hazardous materials pinelubing, but not limited to other companion of the vessel parties of a prost tile.
THORACHITE PAILS TO THE TOTAL TOTAL OF ACC	THE VESTEL PARTIES OF THE VESTEL PARTIES OF FROM THE
VESSEL AND DIS SELVADE OF THE VESSEL ANDROR WHECK REMOVAL VESSEL AND DIS SELVADE OF THE VESSEL AND HOTTON DE PAYER	IT OR LATENT, DEFECTS IN PRESENTS, THE DUSEAWORTHINGS OF LIST
VISCAL ON VERSELS, UNFACH OF HEVREXENTATION OF MY FERE	ON OR PERSONS, INCLUDING THAT OF MRY INDEMNITER, WHETHER SUCH
NEGLICIACE DE JOLK, JOINT OR CONCORRENT, ACTION, MAINTAN	SUBJECT LIMIT AND RECARDLESS IV CAUSED BY, IN WIDLE DE IN PART, INTERPRETED IN PRESIDENT BY HEAVISED THE UNSEASORTHMESS OF MY OFFICES IN PRESIDES, THE UNSEASORTHMESS OF MY OFFICES ON REPUEBL STIDET LIBBURY, THEFT, TOET, EXECUTOR OF MAT OF MY INDICINITE, WHITHER SUCH ON OR PERSONS, INCLUDING THAT OF MY INDICINITE, WHITHER SUCH OF OR ANY OTHER THEORY OF LEGAL LIBBURY, INCLUDING WITHOUT WE FOUND ANY OFFICE AND PROPERTY OF THE FULL DOLLYMIN FACULTIES AND THE MOTOR ANY ENHANCES AND THE STATE OF THE
CONTROL TO THE CONTROL CONTROL OF THE STATE	represents of the transford and that adjects in medical to the Greek Jermand Geokard at the presents of the transford and that adjects in much by the integral presents and a, which there are Representations and that adjects in much by the integral presents and
POLY TO 14 OLD ON DIS INCLUDES STORAGE TO THE WAY	2374
EXECUTED to be effective this 151 day of July	- TT
THE THEORY OF STREET WELL	LESS(S)
SEABROOK R. UE DOLFMIN YACHTING CENTER, INC.	84
	BY .
BY	Prince Company of Market Company of the Company of
	טוסקנקדס, פור
ADYC - Lease - General Terms and Conditions Page 2 of 2	

"Exhibit F"

I PLYMENT IN FULL: Con Your Galvetten Bay the	92-110-110-11
EPODINGIA DISABILI WEDDE FIF IT DECEMBED OF CONTROL AND	If Albertands macromany in a street was the second and the second
The second of the control of the control of the second by	DE CESTANT ET MA THURT CACACACACACACACACACACACACACACACACACACA
THE PROPERTY OF STREET AND SECURITION OF STREET AND STR	The state of the s
PAYHOR HETICO LI CHOLCE	ard U Cosh J Coner
Designative environment of the second	The state of the s
REASONABLE SECURITY: Sea Tow Galvesion B	in. he Salvor come lesset relevenced in the
MARSALV agreement pursuant to the FIFTH paragraph of thur	ב בב קורו והבה של השתרוב בלו בלוב מוחבל לילים מוחם בינים ל
במחלמה כן ונוסבניון ניש צישבים שולה לבן במיספי מאבום ש ססו	
A SECURETY METHOD D CONTROL SANDON	our \$
A United Street of the	CONTRACTOR OF CONTRACTOR ASSESSMENT
كالمكرية والمتالية والمرازات	Prised of Insurance Required
Dates this day o	20 nt tours
	1000
Capath Card to be among it Approache	
Cand No	FOR VESSEL CARTED AND PROPERTY
Card Neader	
The state of the s	
Ternote in the second s	(MINNERS MANNER)
the state of the s	The second secon
A CONTRACTOR OF THE PARTY OF TH	(print relative bould (civ.)
The state of the s	
Merchanic And Link An	
RE-DELIVERY CER	RTIFICATE
Te be used a converse win the 15 GPCN FORM B	iae past acomproper marsaly
Blue Dolphin Yachting Center, Inc. 19 21	The state of the s
TO PACE MAREX reterences of the US OPEN	N. FORM BALVAGE AGREENENT WIT SOR TOW
Colvector Bar, certify that the salvage services rendered have b	114 Online DUPANCIS UDINCOMINA MILION
telisfaction	enseemed objects combised to my stutte
SECOPD: I parce to accept to delivery of the vesser wi	MET HER CONVOICED WITH THE TOTAL OF CE
Some = Blue Dolphin Marke_, EAST	BASIN at THE BULK head
	North
"Dated this bay of, 2	Students (
Tor. VEGSEL: CARGO SHOOT PROFERTY: Y	
(Authorities) from	LT91
· <u>-</u>	
(Dord name and	<u> </u>
(Lane raise Art.)	
NOTICE OF ASSIGNMENT	OF PAYMENT
Tie des rood is consumption when the US Cited Point be	AVACE ACATEMENT MARCA 1/3
FIRST: I.	iclai/Operato /Owner/Underwiller of the versal war
referenced in the US OPE	H FORL SALVAGE AGREEMENT STATES THE
lativation Bay instruction insurance underwrite to make paymen	ייייי אייי איי איי אייי אייי אייייי איייייי
Secry to the Sea Tow Gandania Bay	The state of the s
SECOND: As Manier/Operator/Direct/Uncowniter I with	incismating that payment will be made procity to
so You Gamasion Boy PU box 548 . Keman 12 / 1585. cog ha	ic not signed this chickness under diress
Dated tras day d 29	
	Supplies No.
TO VESSEL CARGO IT OF PROPERTY	
Torque lectorate	- Training and the state of the
A STATE OF THE STA	
Che hers wared	
. Sarahan Maria Cara Cara Cara Cara Cara Cara Cara	
in the second se	
SALVAGE GENERAL INFO	RMATION SHEET
-	· · · · · · · · · · · · · · · · · · ·

"Exhibit G"

The Society of Maritime Arbitrators, Inc.

U.S. OPEN FORM SALVAGE AGREEMENT

Codename - MARSALVU

Blue Dolphin Yachting Center, Inc

SPACE Alight and SPACE COLUMN TONGER TO THE VIEW OF TH	GREEMENT ("Agreement"), between ## Parellement Marker Marker
under the followin	g terms and conditions:
FIRST:	The Salvor shall use to best endeavors, to avoid or minimize damage to the shylicomizat, to salve the Vescel her cargo and other property and deliver some solely afect, at or near BDYC Inc East Basin bulkhead, securely tied at which place and time the Salvor's services will ferminate unless otherwise multically agreed.
SECONE	 Ehreldwater wat at order that Vessel agree to fend their ext and assistance to the Salver, who shall be condented of expense, to the reasonable use of the Vessel's equipment, and any property embound.
THIRD:	The Salvey Encyland are by be purformed on the following basis: (there and ails a property of the Silvey of BIPC No Curo No Pays (Corporation to be conditioned upon successful salvege of the Vessel and or her carge and or other property, to such a case the Salvet's compensation should be present to the interval of the corporation on Salvey 1589 and on, ressons a force of the time of signing the Agreement;
Inifial	Interior Retween FID COO - This pool (12,000) West Borc
FOURTH:	The Salver shall have a lien upon the Vessel, its dargo antifor other properly for services rendered pursuant to Paragraph TritRD. Servor's statement for services rendered shall be submitted as promptly as possible after completion or termination of such services. In security or alterdament of the Vessel, the Salver may demand reasonable security for such services from the Vesser and cargo interest at may ame, unless otherwise provided for
FIFTH:	This Agreement shall be governed by and constitued in accordance with the Féderal Mailtime Law of the United States. Any dispute ansing out of this Agreement shall be referred to arbitration or the United States of accordance with the applicable Arbitration Rules of The Society of Mantime Arbitration, Inc. They award made bear under may include interest, attempts fees and costs, and shall be fault and bording. For the surpose of enlargement, the Award may be entered for judgement in any count of competent jurisdiction.
Outed this 30	BLue Do Lphiw Yaching two leater, INC
For SALVOR	For: MADERS and/o UNDERWRITER LIVORI LACINOVIDIO DE PRESIDENTER. LACINOVIDIO DE PRESIDENTER.
Hizabeth (PDM NAMEDITLE	MCNillin, MANNER & HENRY J. N. Taub II, President

(FORD Collier Agent)

"Exhibit H"

Transport Control	Seatow Galvestan	J Bay	i va:
	70 Son Tow Sarvices Interes	tri Janous	निकार स्टार्क रूपे १८३५ो
	Smilhows, NY 11971	254F0	CHARRAGE - DI
Service Service	P BOD-4-SEATOW	ALCOHOLOGICAL LANGUAGES OF	Eptach - Days
Blue Dolphin Yachting Center, Inc	FORD GUIER Y	- /}	JUSTICE
500 Blue Delphin DR		7	11/2 67
Sechrook Twa	5 77586	A = / 11	مراجعالانا د ا
	3 713.6G	CONTRACTOR OF THE PROPERTY OF	PATENTANE .
	<u> </u>	HAT WOOLING	Ki todo
		BERNET RESEAL	early")
and the contract of the contra		111111111111	
48 Tacemaker		Aprilation into	FEE HOT
"Blue Dolphin Ship 100)		
eks-nx;		THE STATE OF THE S	KSIN
INCITE TO AND MAN	שנויע		H TVA
Blue Dolphin East Ba	Sit - Redelivery	Och ticate	76% LD
ALTHOUGH II	Fere H In		**
THE THE PARTY TH	THE REVERSE SIDE IN LAR SHORING	THE PARTY OF THE P	
triniman, tanna to have to be all the spirotopp maket a triniman a	The state allowed in the said states (52)	CETTON EFFER TO A TO	male energy of the 1818 of the series of the
residents of the to institute or empirics on heart the bases and little and contains property and the better to be in pricessor, and come principle of the table of time for the end destability or correctly to second the end of the	d or chierone of this person of the committee of the	lienes souts danne en const et reta- dienes a resekt dult at decese silve	to a special real say has
have severe and emproperly receive at least experient and the test and the test and	ישר בחומים וב החוף יושר בי ברוויים בי ל היו בי ל היו בי ל היושר בי ל היו בי ל היושר בי ל היושר בי ל היושר בי ב היושר ביושר ביושר בי מי מי ביישר ביושר	at tare areine out to employ to habit	pagparant gran, tore american again , down or historia a other
The straight mather many interests and personal place. Free out the finishes in the many of markets are due and occurs a translation to the finishest and the straight of the straight of the straight of the product of the product of the straight of the st	right of the formal species of the line angre bid grad an examp rate of The Relations for the dimensions of the Samp rate bakes and exerc	content in 1870 in our replay of money to	- ויפיין ויפיין איניין איני
יישר היאונף לה יישוני המהפליית ולפגועה וה יליבה לב יום המתיאול ב ביום. העדרה ביותר ביותר ביותר ביותר היא היאונים ביותר בי ביותר ביותר בי	and the state of the state of the second of	anter and soldand of J.C. The solver of the order of the colomoral and with the transfer of the colombia of the order of	personal to \$4, 17,6 to personal and the second sec
I HAVE TOLLY READ, UNDERSTAND AND AGREE	and the property property in the second seco	MACHIA E-CICLE	Salvada abdir oʻrtikili ir idalliri. (1
CUSTOMAX) H A DULL D DAI	10/2/202 (20 TOWE, WC	MINN, ELLE	Usur
on Mill theridest	Sourrios	RAT	TOTAL
Hours of Sea Tow On-The-Wa	ater Assistance Towboat		
Recovery of	481 Hucemakin	MidoR	. 12
Vacht - Vessel to 6	il raised & deli	W. R.L.	1
Ito Blue Dolphin E	OST BASIN PEK 11	Mm7.	
Price Not to ex	reed \$12,000		
Redelivery (2) that cate to	is exploited	*: *.= ******* *	
152 Overlie COND FIR	Dayment	Su#	TOTAL:
Charles July	Follows	SEA TOW MEMBER SA	IVEO:
ONE CL PRYCIDITE TO	TY SANIC	הקקם ה) בדר בנולב	caulas
DECOME P.O. BOX 1548	200.00	TOTAL INVOICE CHAR	GES:
Con Kemah Te 77565	- 15/5/2016		
MICK (X) SEE AN POUR THESTON	10/2/2024	1:	TO SHARE THE PARTY OF THE PARTY
THEREDY CHAMICUGE THE SATISFACTORY COMPLETION OF	<u> </u>	SPONSTEULITY OF THE CHARGE	YEAR THE BOH
CUSTOME () DATE			

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PAYMENT IN FULL

Project: Blue Dolphin Yachting Center, Inc - 500 Blue Dolphin Dr. Seabrook, Harris County, Texas 77586 - Raising and Removal of Abandoned and Sunk Vessel "Bijou", Slip #1007

Amount: \$12,000.00

The signer of this document has been paid and has received a payment for all labor, services, equipment, or materials furnished to the property or to <u>Blue Dolphin Yachting Center</u>, Inc on the property of <u>Blue Dolphin Yachting Center</u>, Inc located at 500 Blue <u>Dolphin Dr. Seabrook</u>, Harris County, Texas 77586, to the following extent: <u>Raising and Removal of Abandoned and Sunk Vessel "Bijou"</u>, <u>Slip #1007</u>. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

The signer warrants that the signer has already paid or will use the funds received from this full payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s).

SEA TOW

By Manager (Signature)

Elizabeth MCMillin (print)

Manager (title)

THE STATE OF TEXAS

S

COUNTY OF HARRIS

SUBSCRIBED TO AND SWORN TO BEFORE ME by Elizabeth Mcmillin, SEA TOW on this the 18 day of October 2024, to certify which witness my hand and seal of office.

SEAL

CLAUDIA M. LOPEZ BELTRAN MY COMMISSION EXPIRES 01/20/2027 NOTARY ID: 134158330 Notary Public in and for the State of Texas

and I would be from the	1589 0710 5270 1173 4732 (0
Dericomplete this section	COMPLETE VILLS SECTION ON DELIVERY
complete items 1, 2, and 3.	A Signatury
rint your name and address on the reverse of that we can return the card to you.	COMPLET VISSECTION OND SIVERY A Signature Services & Control of C
ttach this card to the back of the mailpiece &	B. Received by (Printed Name) C. Date of Delivery 1 2 2 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2
r on the front if space permits.	
(1) 1 m	D. Is delivery address different from item 12 T Vas
Shad Turner	
5611 Blackjack Lane	
Houston, Texas 77088	
	3. Service Type Adult Signature Adult Signature Adult Signature Restricted Delivery Registered Mail Mail Decided
ALEMIRINE AND INCESSANCE IN IT IS A SECURITION AND	3. Service Type ☐ Priority Mall Express®
a i miret imiter i merret itt av av artigen i mil i i mil i i mil i mil i mil i i mil i i i i	
9590 9402 8958 4064 1949 12	
icle Number (Iransfer from service label)	Collect on Delivery Signature Confirmation
9589 0710 5270 1173 4732	All Restricted Dalivan
orm 3811, July 2020 PSN 7530-02-000-9053	78 Domestic Return Receipt
	- Sinoto (confirmedent)
	Annual Control of the





Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tina Grant on behalf of Jeffrey Stewart Bar No. 24047327 tgrant@wellscuellar.com Envelope ID: 94525440 Filing Code Description: Petition Filing Description:

Status as of 11/21/2024 8:37 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jeffrey D.Stewart		jstewart@wellscuellar.com	11/20/2024 3:01:22 PM	NOT SENT