

II.

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. d/b/a 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. have Judgment of, from and against said Defendant SHAD TURNER for the following:

1. for damages in the principal amount of \$18,850.00;
2. for reasonable attorneys' fees in the amount of at least \$5,000.00;
4. for costs of court herein expended;
5. for lawful post-judgment interest on the unpaid principal balance at the lawful rate of 8% per annum;
6. 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

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8499x009.pst

COPY UNOFFICIAL

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 Seabrook Blue Dolphin Yachting Center, Inc. d/b/a Blue Dolphin Yachting Center, Inc. ("Blue Dolphin") and Lessee (as defined below). Blue Dolphin hereby leases to Lessee, and Lessee hereby leases from Blue Dolphin, the Boat Slip (as defined below), located at the Seabrook Blue Dolphin Yachting Center, 500 Blue Dolphin Street, Seabrook, Harris County Texas 77586 and the nonexclusive use of the parking area at the marina. The Boat Slip, the Blue Dolphin Marina, all parking areas, piers, fingerings, walkways, bulkheads, roadways leading thereto and surrounding same, common areas, underlying and abutting waters and the bottom thereof of the underlying basin shall be collectively referred to herein as the "Blue Dolphin Facilities".

Boat Slip Number: 1007 ("Boat Slip") Pier: 10 I/We specifically acknowledge and accept the Boat Slip "As Is" and "Where Is" with all Faults,
 Vessel Owner/Name: Shad Turner Co-Owner/Partner: (Individually or collectively "Lessee")
 Home Street Address (No P.O. Boxes): 5611 Blackjack Ln Houston, Tx 77088
 Office Street Address (No P.O. Boxes):
 Mailing Address if different:
 Telephone Numbers: Home Office Boat Co' Home:
 Cell/Mobile: (713) 594-8883 Cell/Mobile: Fax: Co' Cell:
 Email Address: Email Address:

NOTE: Lessee must notify Blue Dolphin in writing of address and/or phone number changes within eight (8) hours of such changes.
 The Boat Slip shall be used only by the following vessel ("Vessel"):

Boat Name: [] Type of Vessel: Power Sail Overall Length: 48' Overall Beam: 14'
 Gross Weight: 25,000 Manufacturer Packmaster Year: 1970
 Check One: State Motor Boat No. Custom Housin No. U.S. Coast Office Guard No. Documentation No.:

This Lease shall be for a term of no to mo months years beginning the 1st day of July 2021 with Lessee paying as rent the sum of \$310.00 per month.
 All amounts due hereunder are payable monthly in advance without demand on the first (1st) day of each month. In addition to its lease of the Boat Slip, Lessee agrees to and, in some instances, will pay for (at the additional rates set forth below) the following:

ELECTRICITY
 I/We understand that Blue Dolphin may provide electricity as provided on the reverse side hereof and one or more of the following may apply:
 I/We understand that if the boat slip is on the south side of Pier 11, which may be re-numbered to Pier 3, I/We will not be responsible for electricity used at this slip location unless, at the sole discretion of Blue Dolphin, my/our electricity usage is excessive, in which case I/We will pay for such usage in accordance with the terms on the reverse side hereof.
 I/We further understand Houston Planned Energy (or any similar entity Blue Dolphin chooses) currently 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 Dolphin Yachting Center, Inc.

LIVE ABOARD APPLICABLE NOT APPLICABLE I/We agree that the monthly live aboard rate for the Boat Slip is \$ per month.
 I/We agree that the current live aboard rates are: \$ 80.00 (in the event electricity is metered at the Boat Slip)
 \$100.00 (in the event electricity is not metered at the Boat Slip)

LOCKER RENTAL APPLICABLE NOT APPLICABLE I/We agree that the monthly rate for Locker No. is \$ per month.
 I/WE ALSO UNDERSTAND THAT **NO NAILS OR FASTENERS MAY BE PLACED IN THE SHEET METAL INSIDE THE LOCKER.**
 I/We also understand that for an additional charge Blue Dolphin may 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) hours notice.

DRY STORAGE APPLICABLE NOT APPLICABLE I/We agree that the monthly dry storage fee is \$ per month (per item).
 I/We also understand that access to the Dry Storage Area is only during regular Office Hours. I/We also agree that work on/repair of item(s) described below, while stored, is strictly prohibited.
 Description of Stored Item(s):

PIER PATIO USE APPLICABLE NOT APPLICABLE
 I/We agree that, in addition to the General Terms and Conditions set forth below and on the reverse side hereof, the Specific Terms and Conditions Relating to Pier Patio Use (on the reverse side hereof) apply to my/our use of same.

INSTALLATION OF BOAT LIFT APPLICABLE NOT APPLICABLE
 I/We agree that, in addition to the General Terms and Conditions set forth below and on the reverse side hereof, the Specific Terms and Conditions Relating to Boat Lifts (on the reverse side hereof) apply to my/our installation, use and possible removal of same.

GENERAL TERMS AND CONDITIONS

Blue Dolphin and Lessee agree that the General Terms and Conditions set forth below and on the reverse side hereof shall govern Lessee's use of the Boat Slip and the Blue Dolphin Facilities, in general.
INDEMNITY AND RELEASE. LESSEE AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SEABROOK BLUE DOLPHIN YACHTING CENTER, INC., THE OWNER(S) OF THE REAL PROPERTY ON WHICH THE BLUE DOLPHIN FACILITIES ARE LOCATED, THEIR CONTRACTORS, SUBSIDIARIES, AFFILIATES AND INTERRELATED ENTITIES, FIRMS, COMPANIES AND ALL PARTIES IN INTEREST AND AGAINST, THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COUNTERCLAIMS, DEMANDS, DEMANDS FOR CONTRIBUTION, CAUSE OR CAUSES OF ACTION, EXPENSES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION AND/OR ARBITRATION) AND/OR JUDGMENTS OF EVERY KIND AND CHARACTER WHICH ARISE OUT OF, OR ARE IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, PROXIMATELY OR REMOTELY, (A) PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE SUFFERED OR INCURRED BY LESSEE, THE OWNER(S) OF THE VESSEL AND/OR THEIR RESPECTIVE INVITEES, VISITORS, LICENSEES, GUESTS, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SERVANTS, SUCCESSORS AND/OR ASSIGNS (ALL SUCH PARTIES BEING HEREIN REFERRED TO AS THE "VESSEL PARTIES"); (B) LOSS OF OR DAMAGE TO THE VESSEL; (C) AND/OR DAMAGE TO OTHER VESSELS, DAMAGE TO PROPERTY OF THE INDEMNITEES, AND/OR DAMAGE TO PROPERTY OF THIRD PARTIES; CAUSED IN WHOLE OR IN PART BY THE VESSEL AND/OR THE VESSEL PARTIES; (D) PERSONAL INJURY OR DEATH SUFFERED BY ANY PERSON WHATSOEVER WHOLE OR IN PART BY THE VESSEL AND/OR THE VESSEL PARTIES; (E) REPAIRS, SUPPLIES, NECESSARIES AND OTHER SERVICES (INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY AND/OR SECURITY) SUPPLIED BY ANY INDEMNITEE OR WHICH ANY INDEMNITEE FAILS TO SUPPLY; (F) VIOLATION BY LESSEE OR ANY OTHER OF THE VESSEL PARTIES OF ANY LAW, STATUTE, RULE OR REGULATION; (G) ANY DISCHARGE, WHETHER VOLUNTARY OR ACCIDENTAL, OF HAZARDOUS MATERIALS (INCLUDING, BUT NOT LIMITED TO, FUEL, OIL, HYDROCARBON DERIVATIVES, BATTERIES, COOLANT AND OTHER CONTAMINANTS) BY ANY OF THE VESSEL PARTIES OR FROM THE VESSEL; AND (H) SALVAGE OF THE VESSEL AND/OR WRECK REMOVAL WITHOUT LIMIT AND REGARDLESS IF CAUSED BY, IN WHOLE OR IN PART, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITION BE PATENT OR LATENT, DEFECTS IN PREMISES, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, THEFT, TORT, BREACH OF CONTRACT, VIOLATION OF LAW, OR THE NEGLIGENCE OF ANY PERSON OR PERSONS, INCLUDING THAT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING, WITHOUT LIMITATION, THE IMPROPER CONSTRUCTION, CONDITION, MAINTENANCE AND/OR OPERATION OF THE BLUE DOLPHIN FACILITIES AND/OR ANY OF THE EQUIPMENT OR MATERIALS BELONGING TO ANY OF THE INDEMNITEES.

Lessee expressly acknowledges that Lessee has read and understands each of the provisions of this Lease (including, but not limited to, the General Terms and Conditions set forth above and on the reverse side hereof, any applicable Specific Terms and Conditions, and the Rules and Regulations) and that it agrees to abide by all of those provisions.

EXECUTED to be effective this 1st day of July 2021

SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. LESSEE(S):
 BY: [Signature] BY: [Signature]
 BY: [Signature] BY: Shad Turner

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS (PAGE 2)

- 1. Covenants (17) years of age... 2. Lessee agrees to pay Blue Dolphin... 3. Lessee or any of its agents... 4. Lessee agrees to maintain the vessel... 5. Lessee hereby agrees to maintain the vessel... 6. Lessee hereby agrees to maintain the vessel... 7. Lessee hereby agrees to maintain the vessel... 8. Lessee hereby agrees to maintain the vessel... 9. Lessee hereby agrees to maintain the vessel... 10. Lessee hereby agrees to maintain the vessel... 11. Lessee hereby agrees to maintain the vessel... 12. Lessee hereby agrees to maintain the vessel... 13. Blue Dolphin reserves the right to terminate... 14. If upon the termination... 15. If any portion of the hull... 16. Lessee understands that... 17. Lessee shall provide Blue Dolphin... 18. Except as otherwise provided... 19. No waiver by Blue Dolphin... 20. Blue Dolphin leases the premises... 21. This Lease shall be construed... 22. In the event that performance... 23. Lessee hereby acknowledges...

SPECIFIC TERMS AND CONDITIONS RELATING TO PIER PATIO USE

- a. The patio must be maintained... b. No alcohol drinks... c. Charcoal grills... d. Lessee may designate... e. Smoking... f. The patio... g. Handling of stains... h. In order to protect... i. Any time... j. If the island...

SPECIFIC TERMS AND CONDITIONS RELATING TO BOAT LIFTS

- a. Plans must be submitted... b. In the event Blue Dolphin... c. The Boat Lift... d. The Lessee's account...

ACKNOWLEDGING RECEIPT OF BYDC GENERAL TERMS AND CONDITIONS PAGE 2

LESSEE(S): Shad Turner



On-Site Office
500 Blue Dolphin Drive
Seabrook, TX 77586
Phone: 281-474-4450
Fax: 281-474-2050

SEABROOK BLUE DOLPHIN
YACHTING CENTER, INC.

Corporate Office
PO Box 130979
Houston, TX 77210-0979
Phone: 713-688-3926
Fax: 713-686-2680

RULES AND REGULATIONS

Each Lessee ("Lessee") and all of their servants, agents, guests, visitors, licensees and invitees shall comply with the following Rules and Regulations while in, on or around the Blue Dolphin Marina, and all parking areas, piers, fingerpiers, walkways, bulkheads, roadways leading thereto and surrounding same, common areas, underlying and abutting waters, and the bottom floorboard of the underlying basin ("Blue Dolphin Facilities"):

1. Each Lessee and their guests must be considerate of the rights of others at all times. All loud, boisterous or otherwise obnoxious or offensive conduct of any kind is prohibited. Use of drugs, excessive use of alcohol and providing alcohol (or allowing access of same) to minors is prohibited.
2. 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.
3. Each Lessee 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 slip. Cruising between rows of slips is prohibited.
4. 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.
5. 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.
6. 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 permitted 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.
7. Mixing paint, painting, sanding and sawing will not be permitted on the walkways, fingerpiers, dock boxes, locker areas or roadways. Walkways, fingerpiers, dock boxes, locker areas and roadways are to be kept clear of supplies, equipment, dinghies or any other obstructions.
8. Trash is to be placed in the containers provided.
9. Fuel, oil, and petrochemicals of any kind, must 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.
10. The use of motor vehicles in, on or around the Blue Dolphin Facilities must be prudent and must comply with all private and state regulations. The speed limit for vehicles in, on or around the Blue Dolphin Facilities is 5 m.p.h. All motor vehicles must be kept in an attractive and operating condition. Those 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 Dolphin Facilities. All motor vehicles must be properly registered, licensed, and insured as required by the State of Texas.
11. 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 license plate number and location of your vehicle. Blue Dolphin will not be responsible for theft 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 roads and parking lots.
12. 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.
13. 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.
14. Immediately report any unusual, dangerous or offensive incidents or conduct to Blue Dolphin's "on-site" office with a description of persons, boats, motor vehicle license plate number, time, dates and location.
15. Alterations of any kind to the Blue Dolphin Facilities will not be permitted.
16. 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 Facilities, in general.
17. 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 "on-site" office before leaving the Blue Dolphin Facilities.
18. Pets are to be leashed 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.
19. 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.
20. 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.
21. 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.
22. 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 picnic areas, as designated by Blue Dolphin from time to time.
23. Each Lessee is required to notify Blue Dolphin of his/her 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 Lessee's last day in, on or around the Blue Dolphin Facilities.
24. 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 any slip.
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 tubs, Dog tubs/pools, and Kiddie tubs/pools are not allowed in/on Blue Dolphin Facilities.
27. 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.
28. Where applicable, capitalized terms used herein shall have the meaning given them in the lease between Lessee and Blue Dolphin.
29. 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

Its:

Administrative Assistant

MARINE, INC.

GENERAL CONTRACTOR

1925 HWY 146 S. - KEMAH, TEXAS 77565 - PHONE (281) 334-1655 - FAX (281) 334-5308

October 31, 2024

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

Stewart

INVOICE	Lessee: SHAD Turner
RE: Pier 10 - 48' Sunken Boat	Slip: # 1007
	Vessel: "Bijou"
	Power Boat: - 48'

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

\$946.00

\$85.00

\$1,400.00

\$2,400.00

\$1,268.46

Subtotal \$6,099.46

Sales Tax \$398.56

Total Due \$6,498.02

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Stewart

*Send file and all costs to
B.D.Y.C. Lawyer Jeff Stewart*

10/13/2024

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 Number 00079029

Account Ford Collier Blue Dolphin Yachting

Compass Case Number

Customer Information

Ford Collier Blue Dolphin Yachting

2814744450

Company Information

Insurance Information

Insurance None
Company
Claim Number

Insurance Company Contact
Insurance Contact Email
Insurance Contact Phone

Policy Number

Boat Details

Job Located In 978 - Galveston Bay
AOR

Boat Name

Servicing AOR 978 - Galveston Bay

Boat Color

Boat Year 1973

HIN Number

Boat Make Pacemaker

Registration Number

Boat Length 48

Job Information

Nature of Distress Sunk

Location Description Blue Dolphin #1007

Nature of Distress Detail In slip

Customer Destination Location BD EAST BASIN by Barge

Sea Tow Vessel Sea Tow Justice - Boston Whaler - 2009 - 24 -

Additional Information

Assigned Captain Christopher Scott Wanner

Auction Partner

Stock Number

Delivery address

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10/13/2024

Crew Members

Crew Member Name	Member Role
Daniel Cuadrado	Crew
Dayne Wilson	Crew
Christopher Scott Wanner	Primary Captain

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 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, 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 salvaged 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 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 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

Signed By

Date

COPY

10/13/2024

Status	Time	Location (Latitude)	Location (Longitude)
Out	10/11/2024 8:00 AM	29.524642900000000	-95.057062000000000
On Scene	10/11/2024 9:00 AM	29.524642900000000	-95.057062000000000
In Service	10/11/2024 9:30 AM	29.524642900000000	-95.057062000000000
Completed	10/12/2024 8:09 PM	29.524642944335900	-95.057062022476500
In	10/12/2024 10:00 PM	29.524642900000000	-95.057062000000000

Product Description	Quantity	Unit	Unit Price	Subtotal	Member Savings	Item Total	Sales Amount	Total Net Price
Recovery of sunken vessel 48' PAcemaker	1.00	Each	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00

Work Order Line Item Totals

Total Member Savings	\$0.00
Subtotal	\$12,000.00
Tax	\$0.00
Total Invoice Charges	\$12,000.00

Payment Details

Payment Type Not Completed
 Credit Card Last 4

Customer Acknowledgement

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

Customer Signature

Type Customer
 Signature
 Signed By
 Date

COPY

**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 permis
from BDYC
president*

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 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".

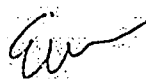
Owner will only be responsible for the cost of Exhibit "A" work that is performed on its Property and not otherwise.

II.

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

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.



UNOFFICIAL COPY

IV.

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 THIRD PERSONS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS CONTRACT, INCLUDING INSTANCES 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 CONTRACTOR, ITS EMPLOYEES AND HELPERS OR SUBCONTRACTORS, OR THEIR EMPLOYEES AND HELPERS, OF ANY STATUTE OR LAW REGULATING OR RELATING TO THE 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.

X.

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.

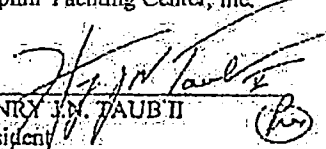
LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never 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.

By:


HENRY J. TAUB II
President
PO Box 130979
Houston, Texas 77219-0979

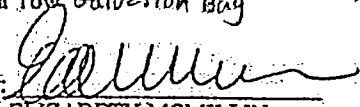
713.688.3926 | Office

CONTRACTOR:

Sea Tow Galveston Bay

FC with permission
from BOYC President

By:


ELIZABETH MCMILLIN
Manager
PO Box 548
Kemah, TX 77565

281.557.4117 | Cell

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“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 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 Blue Dolphin Yachting Center, Inc on the property of Blue Dolphin Yachting Center, Inc located at 500 Blue Dolphin Dr, Seabrook, 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).

Date _____, 2024

SEA TOW

By _____ (Signature)
_____ (print)
_____ (title)

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

Case Number: 24820013-049

Seabrook Blue Dolphin Yachting Center, Inc. d/b/a Blue
Dolphin Yachting Center, Inc.
Plaintiff
vs.
Shad Turner
Defendant

§
§
§
§
§
§
§

In the Justice Court
Harris County, Texas
Precinct 8, Place 2
16603 Buccaneer Lane
Houston, TX 77062
281-488-8780
www.jp.hctx.net

Leased Premises: 500 Blue Dolphin Street
Slip 1007, Pier 10
Seabrook TX 77586

Judgment

On 5/9/2024, the court heard the above-numbered and styled cause. The Plaintiff and Defendant, being present, announced ready for trial. No jury having been demanded, the court, having heard the evidence, determined judgment is for the Plaintiff for possession of the above described premises. It is therefore decreed that judgment is entered for the Plaintiff for possession of the above described premises, and further, that the Plaintiff have judgment against the Defendant(s) for \$930.00 as rent owed, court costs in the amount of \$129.00, together with post-judgment interest at a rate of 8.50% per annum from the date of judgment until paid, for which let execution issue.

No writ of possession will issue until the expiration of the five days from the time of signing of this judgment.

The Court denies all other relief not granted above.

The Defendant(s) appeal bond is set at: \$1860.00. You may appeal this judgment by filing a bond, making a cash deposit, or filing a Statement of Inability to Afford Payment of Court Costs within 5 days after this judgment was signed. See Texas Rule of Civil Procedure §10.9(a).

Notice: If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property. / Si usted es una persona física (y no una compañía), su dinero o propiedad podrían estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

Signed: 5/30/2024



[Signature]

Louie Ditta
Justice of the Peace Precinct 8, Place 2

Payment of Rent during the Pendency of any Appeal of Non-Payment of Rent Eviction:

- The amount of rent to be paid each rental pay period during the pendency of any appeal is \$310.00.
- A portion of the rent is payable by a government agency, to wit _____, and the amount of rent to be paid each rental pay period during the pendency of any appeal is: \$ _____ by Defendant and \$ _____ by government agency.

“Exhibit D”

2
AJ
K

**ABSTRACT OF JUDGMENT
CAUSE NO. 248200134049**

RP-2024-202038
06/04/2024 RF1 \$79.00

**SEABROOK BLUE DOLPHIN YACHTING CENTER, INC.
d/b/a BLUE DOLPHIN YACHTING CENTER, INC.,**

Plaintiff,

VS.

**SHAD TURNER,
Defendant.**

IN THE JUSTICE COURT OF

HARRIS COUNTY, TEXAS

PRECINCT 8, PLACE 2

I, JEFFREY D. STEWART, Attorney for Plaintiff SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. d/b/a 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, ^{1 of}

INC., Judgment-Creditor, in Judgment, vs.

JUDGMENT-DEBTOR

**Shad Turner
5611 Blackjack Lane
Houston, Texas 77088**

DOB

05/03/1974

TDL

Unknown

SS#

xxx-xx-x461

122

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;

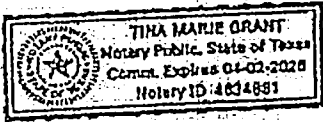
Amount Due: Full Amount.

EXECUTED this 31st day of May, 2024.


JEFFREY D. STEWART

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, on the 31st day of May, 2024, by Jeffrey D. Stewart.




Notary Public, State of TEXAS

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

8499-001.pdf

UNOFFICIAL

UNOFFICIAL

FILED FOR RECORD

8:00:00 AM

Tuesday, June 4, 2024

Leslie B. Blythe

COUNTY CLERK, HARRIS COUNTY, TEXAS

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped hereon by me, and was duly RECORDED in the Digital Public Records of Real Property of Harris County, Texas.

Tuesday, June 4, 2024

Leslie B. Blythe

COUNTY CLERK
HARRIS COUNTY, TEXAS



COPY

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.



A handwritten signature in black ink, appearing to read "Dwight D. Sullivan".

**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 clerk.

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

"Exhibit E"

ON-SITE OFFICE

520 Blue Dolphin Drive
Seabrook, Texas 77586
Phone: 281.474.4450
Fax: 281.474.2050



BLUE DOLPHIN
YACHTING CENTER INC
LEASE

CORPORATE OFFICE

PO Box 130979
Houston, Texas 77210-0979
Phone: 281.688.3925
Fax: 281.686.2680

This Lease ("Lease") is made and entered into by and between Seabrook Blue Dolphin Yachting Center, Inc. ("Blue Dolphin Yachting Center Inc. ("Blue Dolphin") and Lessee (as defined below). Blue Dolphin hereby leases to Lessee, and Lessee hereby leases from Blue Dolphin, the Boat Slip (as defined below) located at the Seabrook Blue Dolphin Yachting Center, 105 Blue Dolphin Drive, Seabrook, Texas 77586, and the surrounding area of the parking area of the marina. The Boat Slip, on Blue Dolphin Alaska, 48 feet long, 12 feet wide, 12 feet deep, and 12 feet high, is located at the Boat Slip (as defined below).

Boat Slip Number: 1007 [Boat Slip] Part: 10 [We specifically acknowledge and accept the Boat Slip "As Is" and "Where Is" with all Faults]
Vessel Owner Name: [Blank] Ship Name: [Blank] Co-Owner/Partner: [Blank] (Individually or collectively "Owner")
Home Street Address (No P.O. Boxes): [Blank] Office Street Address (No P.O. Boxes): [Blank]
Telephone Numbers: Home [Blank] Office [Blank] Cell/Mobile: (713) 994-8883 [Blank] Fax [Blank] Cell: [Blank]
E-mail Address: [Blank]

Boat Name: [Blank] Type of Vessel: [X] Power [] Sail Overall Length: 48' Overall Beam: 12'
Hull Number: [Blank] Manufacturer Particulars: [Blank] Year: 1970
Check One: [] State Home Boat No. [] Custom House No. [] U.S. Coast Guard Number [] [X] Government No. []
This Lease shall be for a term of up to [X] months [] years beginning on the 1st day of July, 2021, with Lessee paying to Blue Dolphin the sum of \$110.00 per month. All amounts due hereunder are payable monthly in advance without deduction on the 1st (or) 15th day of each month. In addition to its lease of the Boat Slip, Lessee agrees to pay all other charges, including but not limited to the following:

ELECTRICITY: Blue Dolphin provides electricity as provided on the marina side terminal and on shore of the following 110V AC supply. We understand that the Boat Slip is on the south side of Pier 10, which may be re-numbered to Pier 3. We will not be responsible for electricity usage at this slip location unless, at the sole discretion of Blue Dolphin, we use electricity through a meter in which case we will pay for such usage in accordance with the terms on the reverse side hereof. We further understand that we shall pay for any additional electricity usage that we incur at the Blue Dolphin and that we shall pay for all of our own electricity usage and that payment is to be made directly to Blue Dolphin Yachting Center, Inc.

LIVE ABOARD: [] APPLICABLE [X] NOT APPLICABLE We agree that the monthly live aboard rate for the Boat Slip is \$ [Blank] per month. We agree that the current live aboard rates are \$ 20.00 (in the event electricity is metered on the Boat Slip) \$100.00 (in the event electricity is not metered on the Boat Slip).

LOCKER RENTAL: [] APPLICABLE [X] NOT APPLICABLE We agree that the monthly rate for Locker No. [Blank] is \$ [Blank] per month. We also understand that no nails or fasteners may be placed in the sheet metal under the locker. We also understand that for an additional charge Blue Dolphin may rent locker for additional lockers, but that we may be required to be at Blue Dolphin's office to rent these lockers.

DRY STORAGE: [] APPLICABLE [X] NOT APPLICABLE We agree that the monthly dry storage fee is \$ [Blank] per month (per berth). We also understand that access to the Dry Storage Area is during regular office hours. We also agree that we will be responsible for all of our own dry storage dishes.

PIER PATH USE: [] APPLICABLE [X] NOT APPLICABLE We agree that in addition to the General Terms and Conditions set forth below and on the reverse side hereof, the Specific Terms and Conditions Relating to Pier Path Use on the reverse side (if any) apply to this lease.

INSTALLATION OF BOAT LIFT: [] APPLICABLE [X] NOT APPLICABLE We agree that in addition to the General Terms and Conditions set forth below and on the reverse side hereof, the Specific Terms and Conditions Relating to Boat Lift (if any) on the reverse side (if any) apply to this lease.

GENERAL TERMS AND CONDITIONS

Blue Dolphin and Lessee agree that the General Terms and Conditions set forth below and on the reverse side hereof shall govern the lease of the Boat Slip and the Boat Slip. Blue Dolphin, its general liability and release, LESSOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. (THE OWNER) OF THE REAL PROPERTY ON WHICH THE BLUE DOLPHIN FACILITIES ARE LOCATED, THEIR CONTRACTORS, SUBCONTRACTORS, AFFILIATES AND INTERRELATED ENTITIES, FIRMS, COMPANIES AND ALL PARTIES IN INTEREST AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SUCCESSORS AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES AND COSTS OF LITIGATION AND/OR ADJUDICATION AND/OR JUDGMENTS OF EVERY KIND AND INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION AND/OR ADJUDICATION AND/OR JUDGMENTS OF EVERY KIND AND CHARACTER WHICH MAY BE ASSERTED AGAINST OR INCURRED BY LESSEE, THE OWNER(S) OF THE VESSEL AND/OR THEIR RESPECTIVE INJURY, DEATH AND/OR PROPERTY DAMAGE SUFFERED OR INCURRED BY LESSEE, THE OWNER(S) OF THE VESSEL AND/OR THEIR RESPECTIVE INVITEES, VISITORS, LICENSEES, GUESTS, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, SERVANTS, SUCCESSORS AND/OR ASSIGNS (ALL SUCH PARTIES BEING HEREIN REFERRED TO AS THE "VESSEL PARTIES") (A) LOSS OF OR DAMAGE TO THE VESSEL; (B) DAMAGE TO OTHER VESSELS, DAMAGE TO PROPERTY OF THE INDEMNITEES AND/OR DAMAGE TO PROPERTY OF THIRD PARTIES, CAUSED IN WHOLE OR IN PART BY THE VESSEL AND/OR THE VESSEL PARTIES; (C) PERSONAL INJURY OR DEATH SUFFERED BY ANY PERSON WHATSOEVER AND CAUSED IN WHOLE OR IN PART BY THE VESSEL AND/OR THE VESSEL PARTIES; (D) REPAIR, SUPPLIES, NECESSARIES AND OTHER SERVICES (INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY AND/OR SECURITY) SUPPLIED BY ANY INDEMNITEE OR WHEN ANY INDEMNITEE FAILS TO SUPPLY; (E) VIOLATION BY LESSEE OR ANY OTHER OF THE VESSEL PARTIES OF ANY LAW, STATUTE, RULE OR REGULATION; (F) ANY DISCHARGE, WHETHER VOLUNTARY OR ACCIDENTAL, OF HAZARDOUS MATERIALS (INCLUDING, BUT NOT LIMITED TO, FUEL, OIL, HYDROCARBON DERIVATIVES, BATTERIES, COOLANT AND OTHER CONTAMINANTS) BY ANY OF THE VESSEL PARTIES OR FROM THE VESSEL AND/OR SALVAGE OF THE VESSEL AND/OR WRECK REMOVAL WITHOUT LIMIT AND REGARDLESS IF CAUSED BY, IN WHOLE OR IN PART, PREEXISTING CONDITIONS, WHETHER SUCH CONDITION BE PATENT OR LATENT, STRICT LIABILITY, THEFT, TORT, BREACH OF VESSEL OR VESSELS, BREACH OF REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, STRICT LIABILITY, THEFT, TORT, BREACH OF CONTRACT, VIOLATION OF LAW, OR THE NEGLIGENCE OR ACTIVE OR PASSIVE OR ANY OTHER THEORY OF LEGAL LIABILITY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE OR ANY OTHER THEORY OF LEGAL LIABILITY; INCLUDING, WITHOUT LIMITATION, THE DEFECTIVE CONSTRUCTION, CONDITION, MAINTENANCE AND/OR OPERATION OF THE BLUE DOLPHIN FACILITIES AND/OR ANY OF THE EQUIPMENT OR MATERIALS BELONGING TO ANY OF THE INDEMNITEES.

Lessee expressly acknowledges that it, Lessee, represents and warrants each of the provisions of this Lease (including but not limited to the General Terms and Conditions set forth above and on the reverse side hereof, any applicable Specific Terms and Conditions, and the Marine Survey Report) and that it accepts to be bound by all of the provisions.

EXECUTED to be effective this 1st day of July, 2021.
SEABROOK BLUE DOLPHIN YACHTING CENTER, INC. LESSOR(S)
BY: [Signature]
BY: [Signature]

"Exhibit F"

PAYMENT IN FULL: Sea Tow Galveston Bay, the Salvor of the Vessel referenced in the MARSALV agreement, pursuant to the FIFTH paragraph of that agreement demands payment in full for the services rendered as a condition of releasing the lien on the vessel. Payment in full pursuant to the THIRD paragraph in the MARSALV agreement, is determined to be \$ _____

PAYMENT METHOD Credit Card Cash Other

REASONABLE SECURITY: Sea Tow Galveston Bay, the Salvor of the Vessel referenced in the MARSALV agreement, pursuant to the FIFTH paragraph of that agreement, demands reasonable security as a condition of releasing the vessel with the salvage award as provided.

SECURITY METHOD Cash Security Amount \$ _____
 Underwritten Bond or Undertack (150% of potential Award)
 Mortgage Assignment or Lienhold (Proof of Insurance Required)

Dated this _____ day of _____, 20____ at _____ hours

Card No _____
Credit Card Information if Applicable
Exp _____
Card Holder _____ Amount _____
Signature _____

For VESSEL, CARGO and/or PROPERTY

RE-DELIVERY CERTIFICATE

To be used in conjunction with the US OPEN FORM SALVAGE AGREEMENT (MARSALV)

FIRST: I, Blue Dolphin Yachting Center, Inc as Master/Operator/Owner/Underwriter of the Vessel 480 PaceMaker referenced in the US OPEN FORM SALVAGE AGREEMENT with Sea Tow Galveston Bay, certify that the salvage services rendered have been carried out and completed to my entire satisfaction.

SECOND: I agree to accept re-delivery of the vessel which was delivered to my possession, or of cargo at Blue Dolphin Marina, EAST BASIN at the North Bulkhead.

Dated this _____ day of _____, 20____ at _____ hours

For VESSEL, CARGO and/or PROPERTY

(Authorized Signature)

(Print Name and Title)

NOTICE OF ASSIGNMENT OF PAYMENT

To be used in conjunction with the US OPEN FORM SALVAGE AGREEMENT (MARSALV)

FIRST: I, _____ as Master/Operator/Owner/Underwriter of the Vessel _____ referenced in the US OPEN FORM SALVAGE AGREEMENT with Sea Tow Galveston Bay, instruct my insurance underwriter to make payment for the salvage services rendered by the Salvor directly to the Sea Tow Galveston Bay.

SECOND: As Master/Operator/Owner/Underwriter I fully understand that payment will be made directly to Sea Tow Galveston Bay, PO Box 248, Kemah, TX 77558, and have not signed this statement under duress.

Dated this _____ day of _____, 20____ at _____ hours

For VESSEL, CARGO and/or PROPERTY

(Authorized Signature)

(Print Name and Title)

SALVAGE GENERAL INFORMATION SHEET

"Exhibit G"

The Society of Maritime Arbitrators, Inc.
U.S. OPEN FORM SALVAGE AGREEMENT
Codename - MARSALVU

This SALVAGE AGREEMENT ("Agreement"), between Blue Dolphin Yachting Center, Inc (Tow Collier Agent)
Owner/Agent and/or Underwriter of the Vessel: Sea Tow Galveston Bay (Salvor: mutually Parties) is for salvage services rendered or to be rendered to the vessel, her cargo and any other property currently lying at or near Blue Dolphin Marina Slip #1007

FIRST: The Salvor shall use its best endeavors, to avoid or minimize damage to the environment, to save the Vessel her cargo and other property and deliver same safely afloat, at or near BDYC Inc East Basin bulkhead, securely tied at which place and time the Salvor's services will terminate unless otherwise mutually agreed

SECOND: The Master and crew of the Vessel agree to lend their aid and assistance to the Salvor who shall be entitled free of expense, to the reasonable use of the Vessel's equipment, and any property onboard

THIRD: The Salvor's services are to be performed on the following basis: (check and initial)
Initial * [initials] President, BOYC
No Cure - No Pay: (Compensation to be conditioned upon successful salvage of the Vessel and/or her cargo and/or other property. In such a case, the Salvor's compensation shall be pursuant to the International Convention on Salvage 1989 and any revisions in force at the time of signing this Agreement)

No Cure - No Pay, Fixed Fee: \$

Time and Materials (per attached schedule)

Initial * [initials] President, BOYC
Other: Between \$10,000 - \$12,000 (NET to exceed 12,000)

FOURTH: The Salvor shall have a lien upon the Vessel, its cargo and/or other property for services rendered pursuant to Paragraph THIRD. Salvor's statement for services rendered shall be submitted as promptly as possible after completion or termination of such services. In lieu of arrest or attachment of the Vessel, the Salvor may demand reasonable security for such services from the Vessel and cargo interest at any time, unless otherwise provided for

FIFTH: This Agreement shall be governed by and construed in accordance with the Federal Maritime Law of the United States. Any dispute arising out of this Agreement shall be referred to arbitration in the United States in accordance with the applicable Arbitration Rules of The Society of Maritime Arbitrators, Inc. Any award made hereunder may include interest, attorney's fees and costs, and shall be final and binding. For the purpose of enforcement, the Award may be entered for judgment in any court of competent jurisdiction

Dated this 30th day of September 2024

For SALVOR
[Signature]

Elizabeth McMillin, MANAGER
(PRIOR - NAME/TITLE)

Blue Dolphin Yachting Center, Inc

For: MASTER and/or UNDERWRITER
[Signature] President
(Authorized Sign AGENT or UNDERWRITER)

Henry J. N. Taub II, President
(PRIOR - NAME/TITLE)
BDYC

"Exhibit H"



Sea Tow Galveston Bay
 C/O Sea Tow Services International, Inc.
 PO Box 1172
 Southold, NY 11971
 P 800-4-SEATOW

INVOICE # 07635

WANNER-Dix
 Cuadrado-DINE
 Captain - Doyle
 Wilson
 Justice
 T. WARD

Blue Dolphin Yachting Center, Inc		FORD COLLIER	
500 Blue Dolphin DR	Texas	77586	
Seabrook	281-474-4400		
FORD COLLIER	281-229-8367		
FC@bdyachting.com	SUNK @ DOCK		
48' Pacemaker			
Blue Dolphin Slip 1007			
WaterGate Marina			
Blue Dolphin East Basin - Redelivery Certificate			

IMPORTANT NOTICE: This invoice is provided to you for the purpose of payment and record keeping. It is not intended to constitute an offer of insurance or any other financial product. The information contained herein is for informational purposes only and should not be relied upon for any legal or financial decision. The information contained herein is subject to change without notice. The information contained herein is not to be used for any other purpose. The information contained herein is not to be used for any other purpose. The information contained herein is not to be used for any other purpose.

I HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS AS ABOVE WRITTEN.
 CUSTOMER: [Signature] DATE: 10/2/2024 SEA TOW: [Signature]

QTY	Description	RATE	TOTAL
	Hours of Sea Tow On-The-Water Assistance Towboat Time		
	Recovery of 48' Pacemaker Motor Yacht - Vessel to be raised & delivered to Blue Dolphin East Basin per maint. Price Not to exceed \$12,000		

Redelivery Certificate to be executed

VISA	Credit Card OR	PAYMENT
MASTERCARD	Check payable to	FORMS
AMEX	Sea Tow Galveston Bay	5 days
DISCOVER	P.O. Box 1548	
CASH	KEMAH TX 77565	
CHECK	[Signature] President 10/2/2024	

I HEREBY KNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK AND ACCEPT RESPONSIBILITY OF THE CHARGES FOR THE WORK.
 CUSTOMER: [Signature] DATE: _____ PRINT NAME: _____

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, Seabrook, 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).

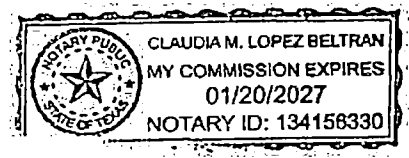
Date October 18, 2024

SEA TOW
By [Signature] (Signature)
Elizabeth McMillin (print)
Manager (title)

THE STATE OF TEXAS §
§
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



[Signature]
Notary Public in and for the State of Texas

WELLS & CUELLAR

ATTORNEYS AT LAW

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:

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.

EXHIBIT "C"

Shad Turner
November 6, 2024
Page 2

Sincerely,

WELLS & CUELLAR, P.C.

A handwritten signature in black ink, appearing to read "Jeffrey D. Stewart". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

8499x008.lss

UNOFFICIAL COPY

MARINE, INC.
GENERAL CONTRACTOR
 1925 HWY 146 S. - KEMAH, TEXAS 77565 - PHONE (281) 334-1655 - FAX (281) 334-5306

October 31, 2024

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

INVOICE	Lessor: SHAW Turner
RE: Pier 10 - 48' Sunken Boat	Slip: # 1007
	Vessel: "Bijou"
	Power Boat: 48'

10/11/24 Thru 10/12/24	
Raising Sunken Boat	
Labor	\$946.00
10/15/2024	
Install Boom around Boat	
Labor	\$85.00
10/16/24 Thru 10/21/24	
Demo Boat and Load in Dumpster	
Labor	\$1,400.00
Equipment	\$2,400.00
2 - Dumpsters	\$1,268.46
	Subtotal \$6,099.46
	Sales Tax \$398.56
	Total Due \$6,498.02

UNOFFICIAL COPY

10/13/2024

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
Account Ford Collier Blue Dolphin Yachting

Work Order Number 00079029
Compass Case Number

Customer Information

Ford Collier Blue Dolphin Yachting

2814744450

Company Information

Insurance Information

Insurance None
Company
Claim Number
Policy Number

Insurance
Company Contact
Insurance Contact
Email
Insurance Contact
Phone

Boat Details

Job Located In AOR 978 - Galveston Bay
Servicing AOR 978 - Galveston Bay
Boat Year 1973
Boat Make Pacemaker
Boat Length 48

Boat Name
Boat Color
HIN Number
Registration Number

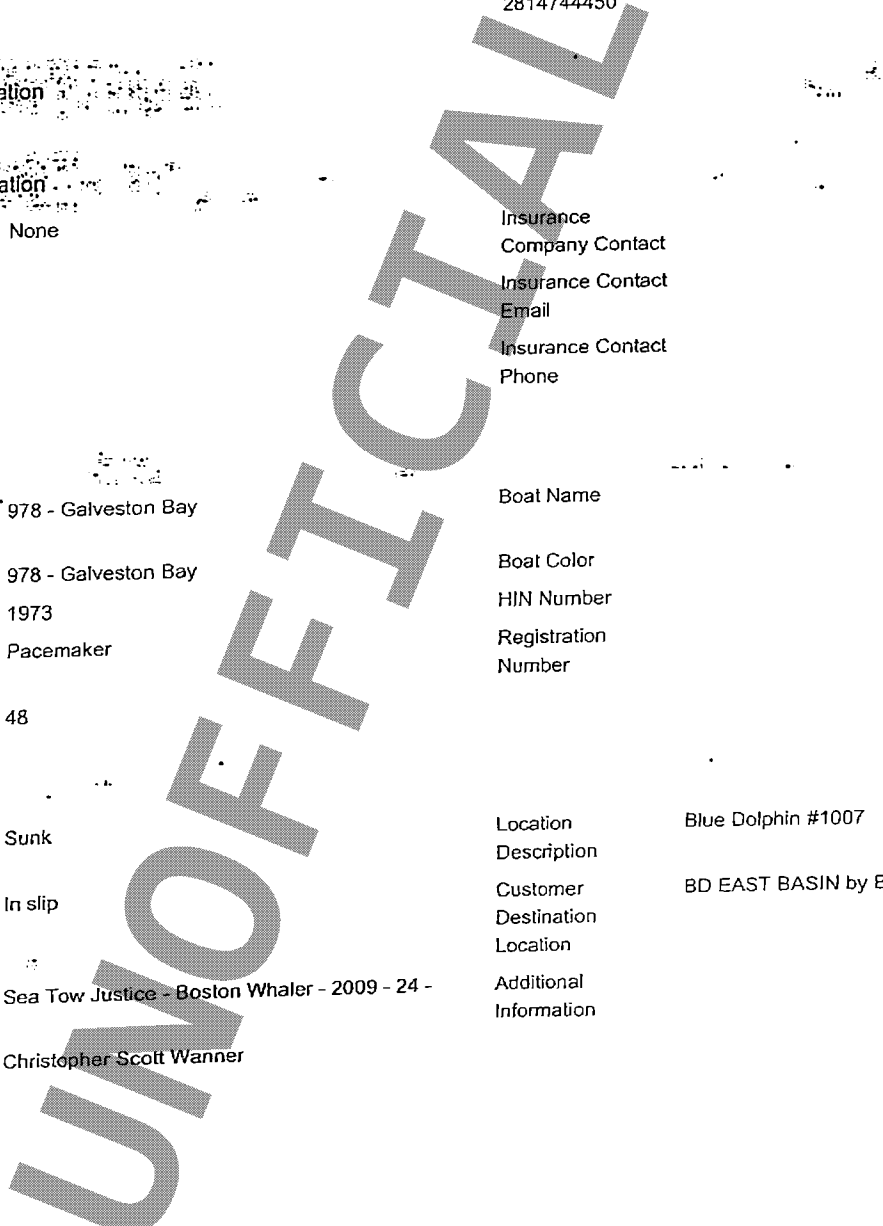
Job Information

Nature of Distress Sunk
Nature of Distress Detail In slip

Location Description Blue Dolphin #1007
Customer Destination Location BD EAST BASIN by Barge
Additional Information

Sea Tow Vessel Sea Tow Justice - Boston Whaler - 2009 - 24 -

Assigned Captain Christopher Scott Wanner
Auction Partner
Stock Number
Delivery address



Crew Members

Crew Member Name	Member Role
Daniel Cuadrado	Crew
Dayne Wilson	Crew
Christopher Scott Wanner	Primary Captain

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 salvor's priority and retaining lien upon the vessel and all cargo, goods, or property on board the vessel, and all freight and/or charter 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, 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 salvaged 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 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 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
 Signed By
 Date

COPY

10/13/2024

Status	Time	Rate	Local (or Long)
Out	10/11/2024 8:00 AM	29.524642900000000	-95.057062000000000
On Scene	10/11/2024 9:00 AM	29.524642900000000	-95.057062000000000
In Service	10/11/2024 9:30 AM	29.524642900000000	-95.057062000000000
Completed	10/12/2024 8:09 PM	29.524642944335900	-95.057062022476500
In	10/12/2024 10:00 PM	29.524642900000000	-95.057062000000000

Quantity	Unit	Price	Member Savings	Item Total	Sales Tax Amount	Total Net Price
1.00	Each	\$12,000.00	\$0.00	\$12,000.00	\$0.000	\$12,000.00

Work Order Line Item Totals

Total Member Savings	\$0.00
Subtotal	\$12,000.00
Tax	\$0.000
Total Invoice Charges	\$12,000.00

Payment Details

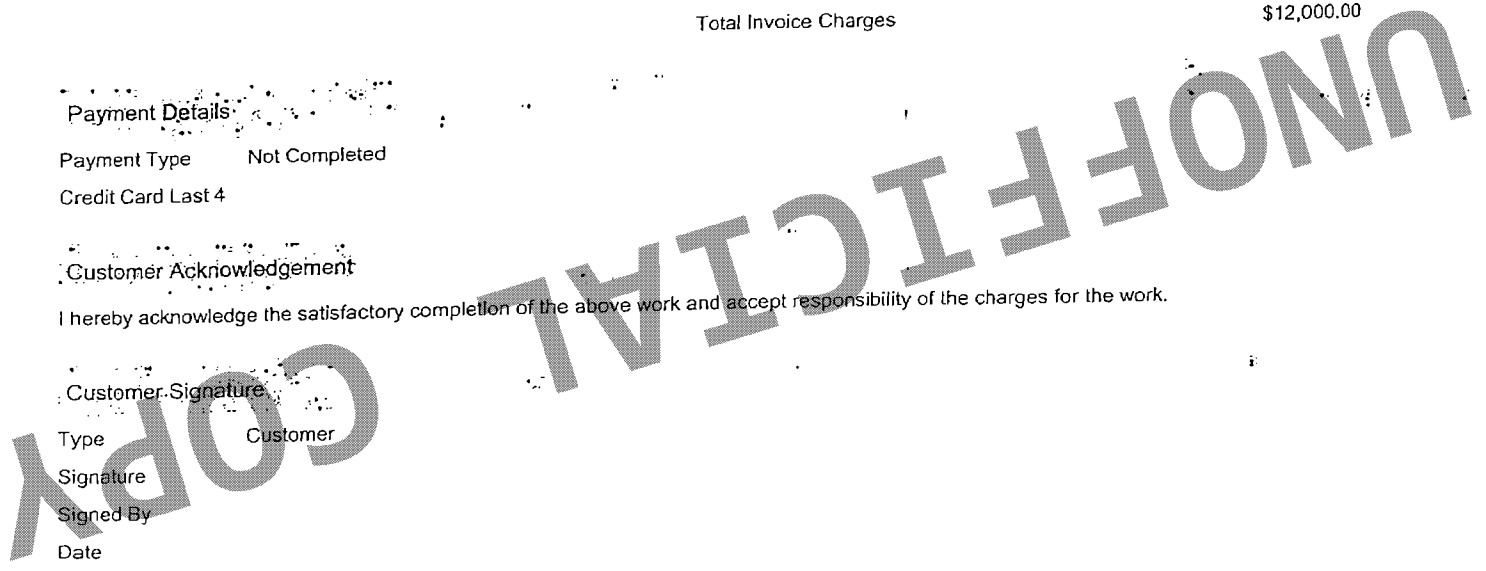
Payment Type Not Completed
 Credit Card Last 4

Customer Acknowledgement

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

Customer Signature

Type Customer
 Signature
 Signed By
 Date



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

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

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 I, at the property of Owner, 500 Blue Dolphin Dr ("Property") upon the terms set out herein, and

FC - With perm's
from BDYC
President

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.

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.



DUPLICATE

IV:

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 THIRD PERSONS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS CONTRACT, INCLUDING INSTANCES 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 CONTRACTOR, ITS EMPLOYEES AND HELPERS OR SUBCONTRACTORS, OR THEIR EMPLOYEES AND HELPERS, OF ANY STATUTE OR LAW REGULATING OR RELATING TO THE 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.

X.

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.

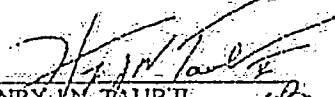
LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never 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.

By:


HENRY M. TAUB II

President

PO Box 130979

Houston, Texas 77219-0979

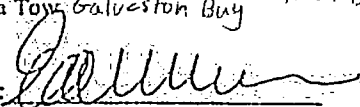
713.688.3926 | Office

CONTRACTOR:

Sea Tow Galveston Bay

*FC with permission
from BOYC President*

By:


ELIZABETH MCMILLIN

Manager

PO Box 548

Kemah, TX 77565

281.557.4117 | Cell

COPY

“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 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 Blue Dolphin Yachting Center, Inc on the property of Blue Dolphin Yachting Center, Inc located at 500 Blue Dolphin Dr, Seabrook, 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).

Date _____, 2024

SEA TOW

By _____ (Signature)
_____ (print)
_____ (title)

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

Case Number: 24320013-4049

Seabrook Blue Dolphin Yachting Center, Inc. d/b/a Blue
Dolphin Yachting Center, Inc.
Plaintiff
vs.
Shad Turner
Defendant

§
§
§
§
§
§
§

In the Justice Court
Harris County, Texas
Precinct 8, Place 2
16603 Buccaneer Lane
Houston, TX 77062
281-488-8760
www.jp.hctx.net

Leased Premises: 500 Blue Dolphin Street
Silly 1007, Pier 10
Seabrook TX 77586

Judgment

On 5/9/2024, the court heard the above-numbered and styled cause. The Plaintiff and Defendant, being present, announced ready for trial. No jury having been demanded, the court, having heard the evidence, determined judgment is for the Plaintiff for possession of the above described premises. It is therefore decreed that judgment is entered for the Plaintiff for possession of the above described premises, and further, that the Plaintiff have judgment against the Defendant(s) for \$930.00 as rent owed, court costs in the amount of \$129.00, together with post-judgment interest at a rate of 8.50% per annum from the date of judgment until paid, for which let execution issue.

No writ of possession will issue until the expiration of the five days from the time of signing of this judgment.

The Court denies all other relief not granted above.

The Defendant(s) appeal bond is set at: \$1860.00. You may appeal this judgment by filing a bond, making a cash deposit, or filing a Statement of Inability to Afford Payment of Court Costs within 5 days after this judgment was signed. See Texas Rule of Civil Procedure 510.9(a).

Notice: If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property. / Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

Signed: 5/30/2024



[Signature]

Louie Dina
Justice of the Peace Precinct 8, Place 2

Payment of Rent during the Pendency of any Appeal of Non-Payment of Rent Eviction:

- The amount of rent to be paid each rental pay period during the pendency of any appeal is \$310.00.
- A portion of the rent is payable by a government agency, to wit _____, and the amount of rent to be paid each rental pay period during the pendency of any appeal is: \$ _____ by Defendant and \$ _____ by government agency.

"Exhibit D"

2
AJ
K

ABSTRACT OF JUDGMENT
CAUSE NO. 248200134049

RF-2024-202038
06/04/2024 EP1 579.00

SEABROOK BLUE DOLPHIN YACHTING CENTER, INC.
d/b/a 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. d/b/a 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

DOB

TDL

SS#

Shad Turner
5611 Blackjack Lane
Houston, Texas 77088

05/03/1974

Unknown

xxx-xx-x461

lee

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 Due: Full Amount.

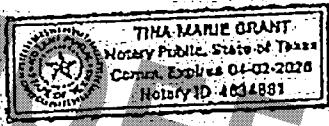
EXECUTED this 31st day of May, 2024.


JEFFREY D. STEWART

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, on the 31st day of May, 2024, by Jeffrey D. Stewart.


Notary Public, State of TEXAS



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

UNOFFICIAL COPY

84991071.pdf

FILED FOR RECORD

8:00:00 AM

Tuesday, June 4, 2024

Leslie Burgett

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in my office on the date and at the time appearing hereon by me, and was duly RECORDED in the Official Public Record of Real Property of Harris County, Texas.

Tuesday, June 4, 2024

Leslie Burgett

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

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 clerk.

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

"Exhibit F"

PAYMENT IN FULL: Sea Tow Galveston Bay, the Salvor of the Vessel referenced in the MARSALV agreement, pursuant to the FIFTH paragraph of that agreement demands payment in full for the services rendered as a condition of releasing the lien on the vessel. Payment in full pursuant to the THIRD paragraph in the MARSALV agreement is determined to be \$ _____

PAYMENT METHOD Check Card Cash Other

REASONABLE SECURITY: Sea Tow Galveston Bay, the Salvor of the Vessel referenced in the MARSALV agreement, pursuant to the FIFTH paragraph of that agreement demands reasonable security as a condition of releasing the vessel with the salvage award to pending _____

SECURITY METHOD Check Card Surety Bond \$ _____
 Underwritten Bond of Underwriter (150% of potential Award)
 Mortgage Assignment of Vessel (Proof of Insurance Required)

Dated this _____ day of _____, 20____ at _____ hours

Credit Card Information if Applicable	
Card No. _____	Exp. _____
Card Holder _____	Amount _____
Signature _____	

For VESSEL, CARGO and/or PROPERTY

(Authorized Signature)

(Print Name and Title)

RE-DELIVERY CERTIFICATE

To be used in conjunction with the US OPEN FORM SALVAGE AGREEMENT MARSALV

FIRST: Blue Dolphin Yachting Center, Inc agent
48 Pacemalak referenced in the US OPEN FORM SALVAGE AGREEMENT with Sea Tow Galveston Bay, certify that the salvage services rendered have been carried out and completed to my entire satisfaction

SECOND: I agree to accept re-delivery of the vessel which was delivered to custody of Blue Dolphin Marina, EAST BASIN at the BULKHEAD or of North

Dated this _____ day of _____, 20____ at _____ hours

For VESSEL, CARGO and/or PROPERTY

(Authorized Signature)

(Print Name and Title)

NOTICE OF ASSIGNMENT OF PAYMENT

To be used in conjunction with the US OPEN FORM SALVAGE AGREEMENT MARSALV

FIRST: _____ as Master/Operator/Owner/Underwriter of the vessel _____ referenced in the US OPEN FORM SALVAGE AGREEMENT with Sea Tow Galveston Bay, instruct my insurance underwriter to make payment for the salvage services rendered by the Salvor directly to the Sea Tow (Galveston Bay)

SECOND: As Master/Operator/Owner/Underwriter I fully understand that payment will be made directly to Sea Tow Galveston Bay PO Box 548, Kemah, TX 77558, and have not signed this statement under duress

Dated this _____ day of _____, 20____ at _____ hours

For VESSEL, CARGO and/or PROPERTY

(Authorized Signature)

(Print Name and Title)

SALVAGE GENERAL INFORMATION SHEET

"Exhibit G"

The Society of Maritime Arbitrators, Inc.
U.S. OPEN FORM SALVAGE AGREEMENT
Codename - MARSALVU

This SALVAGE AGREEMENT ("Agreement"), between Blue Dolphin Yachting Center, Inc. (Ford Collier, Agent) Master/Underwriter of the Vessel and/or Underwriter of the Vessel: Sea Tow Galveston Bay 42' Pacemaker motor yacht ("Salvor," mutually "Parties,"), is for salvage services rendered or to be rendered to the vessel, her cargo and any other property currently lying at or near Blue Dolphin Marina Slip #1007 under the following terms and conditions:

FIRST: The Salvor shall use its best endeavors, to avoid or minimize damage to the environment, to save the Vessel, her cargo and other property and deliver same safely afloat, at or near BDYC Inc East Basin bulkhead, securely tied at which place and time the Salvor's services will terminate unless otherwise mutually agreed.

SECOND: ~~The Master and crew of the Vessel~~ agree to lend their aid and assistance to the Salvor, who shall be entitled, free of expense, to the reasonable use of the Vessel's equipment, and any property onboard.

THIRD: The Salvor's services are to be performed on the following basis: (check and initial:)
Initial: [Signature] President, BDC
 No Cure - No Pay: (Compensation to be conditioned upon successful salvage of the Vessel and/or her cargo and/or other property. In such a case the Salvor's compensation shall be pursuant to the International Convention on Salvage 1989 and any, reasons in force at the time of signing this Agreement.)

~~No Cure - No Pay, Fixed Fee: \$~~

Initial: [Signature] President, BDC
Time and Materials (per attached schedule) Between \$10,000 + 17,000 (NET to exceed 17,000)
Other: 17,000

FOURTH: The Salvor shall have a lien upon the Vessel, its cargo and/or other property for services rendered pursuant to Paragraph THIRD. Salvor's statement for services rendered shall be submitted as promptly as possible after completion or termination of such services. In lieu of arrest or attachment of the Vessel, the Salvor may demand reasonable security for such services from the Vessel and cargo interest at any time, unless otherwise provided for.

FIFTH: This Agreement shall be governed by and construed in accordance with the Federal Maritime Law of the United States. Any dispute arising out of this Agreement shall be referred to arbitration in the United States in accordance with the applicable Arbitration Rules of The Society of Maritime Arbitrators, Inc. Any award made hereunder may include interest, attorney's fees and costs, and shall be final and binding. For the purpose of enforcement, the Award may be entered for judgment in any court of competent jurisdiction.

Dated this 30th day of September 2021

For SALVOR
[Signature]
(Print - NAME/TITLE)
Elizabeth McMillin, Manager

Blue Dolphin Yachting Center, Inc.
For: ~~Master/Underwriter and/or UNDERWRITER~~
[Signature] President
(Print - NAME/TITLE) AGENT of UNDERWRITER

[Signature] Henry J. N. Taub II, President
(Print - NAME/TITLE) BDC

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, Seabrook, 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).

Date October 18, 2024

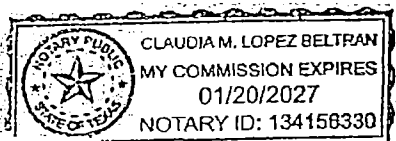
SEA TOW

By [Signature] (Signature)
Elizabeth McMillin (print)
Manager (title)

THE STATE OF TEXAS §
 §
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



[Signature]
Notary Public in and for the State of Texas

COPY

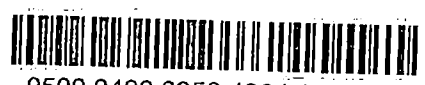
589 0710 5270 1173 4732 78

UNDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece or on the front if space permits.

Article Addressed to:

Shad Turner
5611 Blackjack Lane
Houston, Texas 77088



9590 9402 8958 4064 1949 12

Article Number (Transfer from service label)

9589 0710 5270 1173 4732 78
Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X *Shad Turner* Agent Addressee
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Adult Signature Restricted Delivery

Domestic Return Receipt

Sent to *Shad Turner*
Street and Apt. No., or P.O. Box No.
State, ZIP+4®

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

11/16/24

Postmark Here

US Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL COPY

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