MEMBERSHIP AGREEMENT NO. 2006-XX
DEEPSTAR PHASE VIII

This Membership Agreement ("Membership Agreement"), effective DATE, is between COMPANY_NAME, a State corporation, having a place of business at_____, and Chevron Energy Technology Company, a division of Chevron U.S.A. Inc., a Pennsylvania corporation ("Chevron"), having a place of business at 1500 Louisiana, 13016C, Houston, Texas 77002-7308, (whose mailing address is P.O. Box 4844, 13016C, Houston, Texas 77210-4844).

COMPANY_NAME desires to execute a DeepStar Phase VIII Membership Agreement and elects to participate as a Participant | Contributor | Honoree in the DeepStar Phase VIII study and development activities with Chevron and other Parties, hereinafter referred to as the "DeepStar Phase VIII Project", and shall have all the rights, privileges and liabilities afforded this type of participation as defined herein. Accordingly, the Parties agree to the following:

Recitals

The DeepStar project is a joint industry technology development project focused on advancing technologies to meet its members' deepwater business needs.

The primary goals of the DeepStar Phase VIII Project are to:

- Improve the profitability, execution, operability, flexibility and reliability of existing deepwater production system technology. (Enhancing Technology)

- Develop new technology to enable production in areas that are currently technically unproven with the specific ultimate goal of developing the technology required for economic production in water depths up to 10,000 feet. (Enabling Technology)

- Work to ensure the acceptance of deepwater technology by;

  (a) facilitating the development of industry standards & practices as appropriate

  (b) fostering communications with regulatory bodies.

- Act in a facilitator role, providing a forum and a process for discussion, guidance, and feedback with contractors, vendors, operators, regulators, and academia regarding deepwater production system technology capability gaps, and promoting standardization of component interfaces.

The DeepStar Phase VIII Project identifies and develops economically viable, low risk methods to produce hydrocarbons from deepwater. Deepwater areas of the world contain significant reserves and remain one of the best exploration and development opportunities for oil companies. However, producing hydrocarbons in water this deep presents commercial and technical challenges.

Under the DeepStar Project the Parties **cooperate** in the development of **common good** technology for use in deepwater. In doing so, each Party minimizes the cost and risk of

developing the technology while at the same time making the most of its particular technology achievements.

Participation in the DeepStar Phase VIII Project is open to any and all interested oil companies, government agencies and oil field service companies that execute a DeepStar Phase VIII Membership Agreement.

This Membership Agreement provides for a two year continuation of the DeepStar Phase VIII Project.

Article 1 - Definitions

"Affiliate" shall mean a company or corporation or other entity which directly or indirectly controls or is controlled by a Party, including the ultimate holding company, corporation or other entity of such Party, and any company, corporation or other entity directly or indirectly controlled by such ultimate holding company, corporation or other entity. In this definition, the words "controls" and "controlled" may be evidenced by the ability to exercise fifty percent (50%) or more of the voting power of a company, corporation or entity and a reference to the voting power of a company, corporation or entity is a reference to the maximum number of votes that might be cast at a general meeting thereof, and the ability to exercise control regarding the management or operations of a legal entity in which a government owns greater than fifty (50) percent of the entity. Affiliates of Contributors and Honorees exclude all such entities that are primarily in the business of hydrocarbon exploration and production. Affiliates of Chevron shall include Hibernia Management and Development Company Ltd.

“Contributor” shall mean a company, individual or legal entity which has declared itself a Contributor in paragraph 2 of this Membership Agreement.

“Contributor Committee” shall be composed of one representative from each Contributor.

“CTR(s)” shall mean Cost/Time/Resource document(s). These documents are used to communicate the work scope, cost and schedule for specific tasks or projects.

"DeepStar Phase VIII Membership Agreement" shall mean an agreement between Chevron and a Party having identical provisions in respect to Intellectual Property Ownership and Exploitation, Confidential Information, and Warranty and Liability provisions and substantially the same terms and conditions for all other provisions as this Membership Agreement.

"DeepStar Phase VIII Deliverables" shall mean the DeepStar Phase VIII deliverables as defined in CTRs.

“Donated Information” shall mean any proprietary knowledge, data or information contributed to the DeepStar Phase VIII Project by a Party.

“Honoree” shall mean a company, individual or legal entity which has been invited to join DeepStar Phase VIII and has declared itself an Honoree in paragraph 2 of this Membership Agreement.

"Management Committee" shall be composed of one representative, referred to as a Senior Advisor, from each Participant.

"Majority" shall mean more than half of the Participants.

"Participant" shall mean a company, individual or legal entity which has declared itself a Participant in paragraph 2 of this Membership Agreement. Chevron is considered a Participant.

"Party" or "Parties" shall mean a company or all companies or legal entities which have executed a DeepStar Phase VIII Membership Agreement with Chevron, depending upon the context in which it is used, and shall include Chevron.

Article 2 - The DeepStar Phase VIII Project

2.1 Chevron will lead the DeepStar Phase VIII Project which will be composed of projects as selected by a Majority vote of the Management Committee. Chevron will designate a DeepStar Project Manager. CTRs will be developed to provide a definition of each selected project. During the performance of the DeepStar Phase VIII Project, the Parties will be allowed to provide input into the DeepStar Phase VIII Project, as specified in the CTRs, including monitoring the progress of the technical work, attending meetings with Chevron, Participants, Contributors, Honorees, and Chevron's engineering contractors and consultants, and providing comments and recommendations as to the technical aspects of the DeepStar Phase VIII Project. The Participants, through a Majority vote, shall make all decisions regarding the performance of the work.

2.2 Access to DeepStar Phase VIII Project meetings, work activities and the deliverables will be as specified in the CTRs.

Article 3 - Work Program

3.1 Chevron will contract and administer all aspects of the work effort associated with the DeepStar Phase VIII Project. The Parties will have the rights, licenses, warranties and representations for the DeepStar Phase VIII Deliverables as those negotiated for Chevron under these contracts.

3.2 Electronic copies of all completed DeepStar Phase VIII Deliverables, as specified in the CTRs, will be posted on the DeepStar website for downloading and use by all Parties. It is anticipated that all DeepStar Phase VIII Project related work tasks will be completed on or about December 31, 2007.

3.3 The final reports for the DeepStar Phase VIII Project will be in the form of CD ROMs. Two (2) copies of these CD ROMs will be provided to all Parties unless otherwise specified in CTRs. This final report shall be delivered to the contact at the mailing address provided in Article 11.

3.4 Chevron undertakes that all work to be performed will be administered, as outlined in each CTR, under the guidance of chaired technical committees made up of all Parties. The CTR technical committee will be led by a CTR champion. The organization and function of all DeepStar technical committees are described in the DeepStar Business

and Operating Plan. A copy of the DeepStar Business and Operating Plan for Phase VII is posted on the DeepStar website for informational purposes. Chevron shall maintain and update the DeepStar Business and Operating Plan as the DeepStar Phase VIII Project work progresses in order to reflect the current scope and execution of the work program as agreed by a Majority of the Participants. During performance of the work, the Parties (through the respective technical committees) may provide input to the work, comment and assist in direction of the contracted work activities (within the limits of agreed CTR budget and work scope). Notwithstanding the foregoing, in the event a committee is unable to reach agreement or there are other causes for delay or difficulties, Chevron reserves the right to direct all remaining work for that project to achieve a final conclusion in order to provide related DeepStar Phase VIII Deliverables.

3.5 The Management Committee shall provide vision, leadership, consensus, approval and strategy for the performance and execution of the DeepStar Phase VIII Project. It will perform its function by giving general guidance to the DeepStar Project Manager, systems engineering committee, technical committees and the Contributor Committee. Management Committee members will work with Chevron's DeepStar Project Manager to select and establish the priority of work activities.

3.6 The Contributors will be represented, without voting privileges, at Management Committee meetings by their Contributor Committee Chair and/or Co-chair. This committee shall provide guidance and input to all other committees concerning the work efforts. The Chair and Co-chair of this committee are selected by the committee members but shall be approved by the DeepStar Project Manager.

Article 4 - Fee, Payment and Invoicing for Participants

4.1 In consideration of the rights granted herein, Participants agree to pay Chevron the following fees. Upon execution of this Membership Agreement by a minimum of six (6) Participants by October 15, 2005, Chevron will submit an invoice to Participants for the 2006 fee of Three Hundred Twenty-Five Thousand U. S. Dollars ($325,000.00), which is payable in a single payment within sixty (60) days of its receipt. In November 2006, Chevron will submit an invoice to Participants for the 2007 fee of Three Hundred Twenty-Five Thousand U. S. Dollars ($325,000.00), which is payable in a single payment within sixty (60) days of its receipt. As used herein, the sum of the 2006 fee and 2007 fee are the "Total Fee" and are full and complete consideration for all of the rights and benefits granted to Participants in this Membership Agreement. Invoices will be sent to the contact at the address provided in Article 11.

4.2 The Participants recognize that under current law, there are no sales, use, excise, or any similar taxes imposed by the State of Texas on the transaction contemplated herein. For future purpose, however, the Parties agree that each Participant should be responsible for its own tax liability and shall not hold Chevron liable for any or all of such taxes.

4.3 In the event there are DeepStar Phase VIII Project funds remaining after the DeepStar Phase VIII Project has been completed, those funds will be rolled-over to the next phase, if any. In the event no further phases to the DeepStar Project are contemplated, any remaining uncommitted funds will be disbursed to the Participants on an equal basis.

4.4 Participants recognize that the DeepStar Phase VIII Project plans expenditures (and therefore Chevron makes contractual commitments with third parties) based on the Total Fee that each Participant has contractually agreed to pay. If, during the term of the DeepStar Phase VIII Project, two or more Participants merge with each other, or a Participant is acquired by another Participant(s), or any combination of Participant companies results from merger, acquisition or otherwise, there shall be no refund or waiver of the Total Fee to any of the affected Participants.

4.5 A new Participant shall pay, in addition to the Total Fee as stated in Section 4.1 above an entrance fee ("Entrance Fee"). The Entrance Fee for a new Phase VIII Participant is Six Hundred Fifty Thousand U.S. Dollars ($650,000.00). The Entrance Fee is equivalent to the Total Fee for Phase VII Participation. The Entrance Fee grants a new Participant full access to all previous DeepStar phase (Phase 1 through Phase VII) deliverables. Said Entrance Fee shall be available for funding DeepStar Phase VIII activities and subject to the same provisions as the DeepStar Phase VIII Total Fee. Chevron shall issue an invoice for the Entrance Fee and the first installment of the new Participant's Total Fee within one month of the execution by the New Participant of a DeepStar Phase VIII Membership Agreement. Entrance Fees will roll over unless Chevron elects to terminate the DeepStar Project after DeepStar Phase VIII. Any remaining Entrance Fees will be distributed equally to all DeepStar Phase VIII Participants if no DeepStar Phase IX occurs. The Total Fees shall be utilized first for funding of projects and secondly for determination if funds are available to roll over to the next phase.

4.6 The DeepStar Phase VIII Project Total Fee is inclusive of Participants' share of all administrative costs. For budgetary purposes, Chevron has estimated total administration costs to be $870,000 U. S. Dollars for the twenty-four-month duration of the DeepStar Phase VIII project based on an expectation that Participants will volunteer their time and efforts in an effort to reduce reliance on outside contractors.

Article 5 – Fee, Payment and Invoicing For Contributors

5.1 The value of the input provided or contributed to the DeepStar Phase VIII Project by each Contributor is anticipated to have an in-kind value of approximately Forty-Five Thousand U. S. Dollars ($45,000.00).

5.2 Contributors agree to pay Chevron for the costs of administration, of the DeepStar Phase VIII Project. A non-reimbursable, lump sum of Six Thousand U. S. Dollars ($6,000.00) will be invoiced to Contributors upon execution of this Membership Agreement to cover all such costs. Upon execution of this Agreement Chevron will submit an invoice for the Administration Fee of Six Thousand U. S. Dollars ($6,000.00). The Administration Fee will be payable in one of two methods:

a. A first payment of Three Thousand U. S. Dollars ($3,000.00), which is payable within thirty (30) days of receipt of Chevron's invoice, and a second payment of Three Thousand U. S. Dollars ($3,000.00), which is payable by January 31, 2007; or

b. a single payment of Six Thousand U. S. Dollars ($6,000.00), within thirty (30) days of receipt of Chevron's invoice.

The invoice generated by Chevron will be delivered to the contact at the mailing address provided in Article 11.

5.3 Any payment made by Contributors to Chevron under this Membership Agreement, including without limitation the cost as provided in Section 5.2, will be deemed to include any sales, use, excise or other similar tax, which may be due or otherwise may result from this Membership Agreement. The Contributors recognize that, under current law, there are no sales, use, excise or any similar taxes imposed by the State of Texas on the transactions contemplated herein. In the event that any federal, state or local taxes accrue or are imposed as a result of the transactions herein, the Parties agree that each Contributor shall be responsible for any such taxes assessed against it and shall not seek reimbursement of such taxes.

Article 6 – Fee, Payment and Invoicing For Honorees

6.1 Honoree status will be conveyed only by the DeepStar Project Manager and requires Majority approval by DeepStar Participants.

6.2 Honorees shall pay a fee ("Honoree Fee") of Six Thousand U. S. Dollars ($6,000.00) to join DeepStar Phase VIII. Waiving the Honoree Fee requires a Majority approval by Participants.

6.3 Upon execution of this Membership Agreement Chevron will submit an invoice to Honorees for the Honoree Fee of Six Thousand U. S. Dollars ($6,000.00), which is payable in a single payment within sixty (60) days of its receipt. The invoice generated by Chevron will be delivered to the contact at the mailing address provided in Article 11.

6.4 Any payment made by Honorees to Chevron under this Membership Agreement will be deemed to include any sales, use, excise or other similar tax, which may be due or otherwise may result from this Membership Agreement. The Honorees recognize that, under current law, there are no sales, use, excise or any similar taxes imposed by the State of Texas on the transactions contemplated herein. In the event that any federal, state or local taxes accrue or are imposed as a result of the transactions herein, agree that each Honoree shall be responsible for any such taxes assessed against it and shall not seek reimbursement of such taxes.

Article 7 - Intellectual Property Ownership and Exploitation

7.1 Title and ownership to all DeepStar Phase VIII Deliverables excluding Donated Information shall reside with Chevron.

7.2 Title and ownership to all patents on inventions and discoveries made under the CTRs shall be addressed in contracts described in Section 3.1. Title and ownership to all patents on inventions and discoveries not made under the CTRs shall reside with the Party or Parties whose employees created same hereunder.

7.3 Honorees may be granted access to the DeepStar Phase VIII Deliverables at the discretion of the DeepStar Project Manager, solely for Honorees' internal use. Honorees

shall not disclose the DeepStar Phase VIII Deliverables to third parties without prior written consent from the DeepStar Project Manager.

7.4 Title and ownership to Donated Information shall at all times reside with the Party contributing such Donated Information to the DeepStar Phase VIII Project.

7.5 Donated Information shall become part of the DeepStar Phase VIII Deliverables and shall be delivered in the same manner as all other DeepStar Phase VIII Deliverables as specified in Section 3.2. The Donating Party grants to the other Parties and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop Donated Information included in DeepStar Phase VIII Deliverables including the right to extend the rights granted hereunder to others without accounting therefore to the other Parties. Should a Party desire to provide Donated Information to the DeepStar Phase VIII Project but restrict its distribution or confidentiality provisions to selected Parties, this activity shall be handled under a separate agreement covering the specific Donated Information. All Participants who sign such separate agreements shall receive such restricted Donated Information.

7.6 Chevron grants to the other Parties and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop DeepStar Phase VIII Deliverables including the right to extend the rights granted hereunder to others without accounting therefore to the other Parties.

7.7 Nothing in this Membership Agreement shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of the DeepStar Phase VIII Project. Any Party conducting such research shall have no obligation under this Membership Agreement, except as provided for in Article 8 with respect to the use or disposition of the results of such independent research, including but not limited to all information and data resulting therefrom.

7.8 Approval rights for publications shall be decided by a vote of two-thirds of the Participants.

Article 8 - Confidential Information

8.1 “Confidential Information” shall be defined as Donated Information and DeepStar Phase VIII Deliverables.

8.2 Confidential Information disclosed hereunder shall be clearly marked “Confidential” if disclosed in documentary or other tangible form, and identified in writing within thirty (30) days if disclosed orally. The Party or Parties receiving the Confidential Information shall hereinafter be referred to collectively as “Receiving Parties” or individually as “Receiving Party”, and the Party disclosing the Confidential Information shall hereinafter be referred to as the “Disclosing Party”. The Receiving Parties shall safeguard the Confidential Information with at least the same degree of care as it uses for its own confidential information of like importance. Participants will not make the DeepStar Phase VIII Deliverables publicly available before December 31, 2009 unless approval is granted by vote of the Participants as provided for in Section 7.8. Contributors and Honorees shall

not have a right to make DeepStar Phase VIII Deliverables publicly available. Confidential Information shall be subject to the provisions in Sections 7.5, 7.6 and 7.7.

8.3 The Receiving Parties' obligations concerning use and disclosure of Confidential Information shall not apply to that which:

a. is already rightfully in a Receiving Party's or its Affiliates' possession at the time of disclosure or independently developed by a Receiving Party or its Affiliate, as evidenced in either case by the written records of the Receiving Party; or

b. later becomes part of the public domain through no fault of the Receiving Parties; or

c. is received from a third party having no obligations of confidentiality to the Disclosing Party; or

d. is required by any judicial, governmental or other official order. The Receiving Party shall promptly notify the Disclosing Party prior to such disclosure specifying what Confidential Information is required to be disclosed, and to whom and assist the Disclosing Party in asserting whatever exclusions or exemptions may be available to it under such circumstances; or

e. is provided or disclosed by the Disclosing Party or its Affiliates to a third party without a similar restriction on the third party's rights; or

f. is released or approved for release by the Disclosing Party or its Affiliates without restriction.

g. is derived from CTRs that are intended to be released as public documents, which intent is clearly stated on the CTR.

8.4 Upon the written request of the Disclosing Party, the Receiving Parties shall retrieve and return or destroy all material, including copies, containing Confidential Information given to the Receiving Parties pursuant to Section 8.2, except for one record copy.

8.5 The Disclosing Party warrants that it has the right and full authority to disclose such Confidential Information to the Receiving Parties under the terms of this Membership Agreement, and that performance of the DeepStar Phase VIII Project will not breach any other obligation of confidentiality or other obligation arising out of or in connection with the Confidential Information.

Article 9 - Warranty and Liability

9.1 EXCEPT AS OTHERWISE PROVIDED HEREUNDER, EACH OF THE PARTIES AND EACH OF THEIR AFFILIATES, IF ANY, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH DEEPSTAR PHASE VIII DELIVERABLES AND DONATED INFORMATION THAT THEY PROVIDE HEREUNDER AND ACTIVITIES UNDER THE DEEPSTAR PHASE VIII MEMBERSHIP AGREEMENT INCLUDING, WITHOUT

LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, NONE OF THE PARTIES OR ANY OF THEIR AFFILIATES ASSUMES ANY RESPONSIBILITY OR OBLIGATION WHATSOEVER, OR CONFERS ANY RIGHT BY IMPLICATION, ESTOPPEL OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THIS MEMBERSHIP AGREEMENT.

9.2 EACH PARTY ("INDEMNIFYING PARTY") AGREES TO RELEASE AND WILL FULLY PROTECT, INDEMNIFY AND DEFEND EACH OTHER PARTY AND ITS AFFILIATES DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("INDEMNIFIED PARTY") AND HOLD EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING ATTORNEYS FEES AND COURT COSTS) RELATING TO, ARISING OUT OF, OR CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE INDEMNIFYING PARTY'S ACTIVITIES RELATING TO THE DEEPSTAR PHASE VIII PROJECT AND THE USE OF DEEPSTAR PHASE VIII DELIVERABLES BY THE INDEMNIFYING PARTY OR ITS AFFILIATES OR LICENSEES UNDER SECTIONS 7.5 AND 7.6 HEREOF, NO MATTER WHEN ASSERTED, INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO: (I) INJURY OR DEATH OF ANY INDEMNIFYING PARTY AND ITS AFFILIATES AND LICENSEES, UNDER SECTION 7.5 AND 7.6 HEREOF OR THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES , (II) DAMAGES TO OR LOSS OF ANY OF INDEMNIFYING PARTY'S OR ITS AFFILIATES' AND LICENSEES' UNDER SECTIONS 7.5 AND 7.6 HEREOF, OR THEIR DIRECTORS', OFFICERS', AGENTS', OR EMPLOYEES' PROPERTY OR RESOURCES, (III) COMMON LAW CAUSES OF ACTION SUCH AS NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, NUISANCE OR TRESPASS, (IV) FAULT IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE, BREACH OF CONTRACT OR DUTY, EVEN THOUGH ANY OF THE FOREGOING MAY HAVE BEEN CAUSED OR IS ALLEGED TO HAVE BEEN CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTY, OR (V) PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TRADE SECRET MISAPPROPRIATION. IN NO EVENT SHALL THE PROVISIONS OF THIS ARTICLE 9.2 LIMIT THE LIABILITY OR OBLIGATIONS OF ANY PARTY THAT MAY ARISE PURSUANT TO ANY OTHER AGREEMENT EXECUTED BY SUCH PARTY AND CHEVRON FOR THE PURPOSE OF EXECUTING A CTR OR THE CREATION OF A DEEPSTAR PHASE VIII DELIVERABLE.

9.3 NO PARTY OR THEIR AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY OR THEIR AFFILIATES IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF USE, REGARDLESS OF THE FORESEEABILITY OF SUCH LOSSES AND COSTS. THE PROTECTION AGAINST SUCH LIABILITY SHALL BE APPLICABLE IN ANY ACTION WHETHER BASED ON CONTRACT, NEGLIGENCE, EITHER SOLE OR CONCURRENT AND STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE AND TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THIS MEMBERSHIP AGREEMENT ARE WAIVED. OTHERWISE, IT IS THE EXPRESS INTENTION OF EACH PARTY TO THIS MEMBERSHIP AGREEMENT THAT THE INDEMNITY OBLIGATIONS CONTAINED IN THIS ARTICLE 9.3 ARE WITHOUT REGARD TO WHETHER THE

NEGLIGENCE, FAULT OR STRICT LIABILITY OF AN INDEMNIFIED PARTY IS A CONCURRENT OR CONTRIBUTORY FACTOR OF THE OCCURRENCE OR OCCURRENCES IN QUESTION, AND SUCH INDEMNITY OBLIGATIONS OF EACH PARTY ARE INTENDED TO PROTECT THE INDEMNIFIED PARTY AGAINST THE CONSEQUENCES OF ITS OWN JOINT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, FAULT OR STRICT LIABILITY.

9.4 EACH PARTY AGREES THAT THE RIGHTS EXTENDED HEREUNDER SHALL INCLUDE DISCLAIMERS OF WARRANTIES AND OBLIGATIONS TO PROTECT, INDEMNIFY AND DEFEND THAT PROVIDE PROTECTION FOR THE PARTIES AS CONTAINED IN SECTIONS 9.1, 9.2 AND 9.3 HEREOF.

Article 10 – Termination

10.1 Chevron, at its sole discretion shall have the right to terminate the DeepStar Phase VIII Project, at any time. Thirty (30) days written notice shall be given to all Parties prior to such termination date. Chevron will provide the Parties with one copy of the work product in whatever state of completion it is in, and any remaining funds will be disbursed as per Section 4.3.

10.2 Should Chevron terminate the DeepStar Phase VIII Project, due diligence shall be exercised by Chevron and the Parties in accordance with their roles as defined herein. All rights and obligations incurred or accrued by the Parties prior to the effective date of such termination with respect to confidentiality, liability, rights to the DeepStar Phase VIII Project work product, indemnity, independent research, and fees shall survive such termination.

10.3 In the event Chevron terminates the DeepStar Phase VIII Project prior to its completion, pursuant to Article 10.1 of this Membership Agreement, Chevron reserves the right to retain all funds necessary to pay for work already contracted for, and will use reasonable efforts to minimize termination expenses. If there are internal expenses incurred by Chevron in order to effect termination, such costs will be borne by Chevron. Any remaining uncommitted funds will be disbursed to the Participants.

Article 11 - Miscellaneous

11.1 No Party shall use the trademarks and trade names of another Party in any advertising or publication relating to the subject matter of this Membership Agreement without that other Party's prior written consent.

11.2 The validity and interpretation of this Membership Agreement will be governed by the laws of the State of Texas, without regard to the conflicts of laws provisions thereof. However, in the event any provision is deemed to be invalid by a court of competent jurisdiction, the remaining provisions shall remain valid and the Parties agree to do whatever is lawful to carry out the intent of this Membership Agreement.

11.3 If a dispute arises out of or relates to this Membership Agreement, or the breach thereof, and if after notice of breach and opportunity to cure the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute

by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. If the Parties are unable to settle the dispute through mediation within ninety (90) calendar days of its commencement, the dispute shall be finally settled by arbitration, by a single arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas. The decision of the arbitration will not be made public, must be in writing and must be reached within ninety (90) days of the appointment of the arbitrator. Unless the Parties expressly agree in writing to the contrary, the Parties agree to keep confidential all awards in any arbitration, together with all materials in the proceedings created for the purpose of such arbitration and all other documents that are produced by the Parties in the proceedings and that are not otherwise in the public domain. Such documents may be disclosed if such disclosure is required of a Party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.

11.4 This Membership Agreement states the entire understanding between the Parties, and supersedes, cancels and merges all prior representations, understandings, covenants, or agreements, whether oral or written, with respect to the DeepStar Phase VIII subject matter. No change, alteration, or modification to this Membership Agreement will be effective unless it is in writing and signed by the authorized representatives of all Parties to this Membership Agreement.

11.5 Except in respect of the DeepStar Phase VIII Deliverables and as provided for herein, nothing in this Membership Agreement shall be construed to create in any Party any rights with respect to information, operations, research, patents or publications owned, held, undertaken, or prepared by any other Party. It is not the intent of the Parties hereto to create a partnership, joint venture, association, or trust of any kind. The duties, obligations, benefits, and liabilities of the Parties hereto shall be several and not joint or collective and each Party shall be individually responsible for its own obligations.

11.6 All Parties shall exercise reasonable care and diligence to prevent their employees and agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of improperly influencing the relationship between the Parties. This obligation shall apply to the activities of each Party in its relations with the other Parties' employees, representatives and their families, as well as any vendors, contractors or consultants who may perform DeepStar Phase VIII work. A Party will promptly notify the other Party of any violation of this clause. Any representative(s) authorized by a Party may (at that party's cost) audit any and all records of the other Party for the sole purpose of determining whether there has been compliance with this clause.

11.7 In the performance of duties related to the DeepStar Phase VIII Project, each Party's employees, agents and subcontractors will not be under the influence of alcohol, any unprescribed controlled substances or any misused substances or legitimate prescription drugs. Each Party shall ensure that all of their employees, agents and subcontractors who may be asked to perform services related to the DeepStar Phase VIII Project are aware of and will comply with the provisions of this Section 11.7.

11.8 This Membership Agreement shall be assignable by each Party to an Affiliate or to the successor in title of its entire business and shall be subject to the acceptance by such Affiliate or successor of all of the Party's obligations hereunder. Notwithstanding any such assignment as aforesaid the Party shall continue to be bound by the obligations of confidence under Article 8 hereof.

11.9 Each Party agrees that in performance under this Membership Agreement it will comply with all applicable laws and regulations, including, without limitation, the export laws of the relevant countries which relate to data or information, software and hardware under this Membership Agreement.

11.10 Chevron shall keep records of its activities under this Membership Agreement in accordance with generally accepted accounting procedures, and shall preserve such records for three (3) years after the completion or termination of the DeepStar Phase VIII Project. Each Party, or its representatives, will have access at all reasonable times to such records during the period Chevron is obligated to preserve such records for the purpose of verifying Chevron's compliance with the requirements of this Membership Agreement.

11.11 Contact name and address:

Name:
Address:

Executed as of the latest date written below.

COMPANY_NAME	Chevron Energy Technology Company, a division of Chevron U.S.A. Inc.,
By: _____	By: _____
Title: _____	Title: Assistant Secretary
Date: _____	Date: _____