Supplement Extension to Membership Agreement Participant Agreement

This Amendment to the below-identified DEEPSTAR@ Membership Agreement ("Amendment") is made and entered into as of the Month Date, Year, by and between DeepStar., with a place of business at 2400 Veterans Memorial Blvd Suite #206, Kenner, LA 70062 (“DeepStar”) and «LEGAL\_COMPANY\_NAME», having a place of business at «ADD1», «ADD2», «CITY», «STATE» «ZIP», «COUNTRY», a «PLACE\_OF\_INCORPORTATION» corporation (“Participant”)

Whereas, a Membership Agreement with an effective date of May 01, 2023 or XXXX, was entered into by and between Participant and DeepStar for the purpose of having Participant fund and provide technical oversight of the DeepStar Program which is a joint industry technology development project focused on advancing technologies to meet its member's global offshore business needs ("Agreement").

Whereas, the Parties wish to amend the Agreement as specifically described herein and agree to the following:

1. Section 3.1 is deleted in its entirety and replaced with the following:

“DeepStar Program portfolio 2023 will consist of a one-year term beginning on May 1st, 2023 and ending on April 30th, 2024. Notwithstanding the foregoing, portfolio 2023 of the DeepStar Program will not be closed out until all DeepStar CORE Projects are completed. OOC will contract and administer all aspects of the work effort associated with DeepStar Program. OOC shall negotiate any agreements with third parties so that all CORE Members shall have the same rights, licenses, intellectual property, patents rights, warranties and representations for the DeepStar CORE Deliverables as those negotiated for DeepStar under these contracts.”

1. Section 4.1 is deleted in its entirety and replaced with the following:

“In consideration of the rights granted herein, Members agree to pay OOC a Membership Fee of One Hundred Thousand U.S. Dollars ($100,000). Following execution of DeepStar® Membership Agreement, OOC shall submit an invoice to each Member. Member agrees to pay the Membership Fee within sixty (60) days of receipt of the invoice. “

1. Section 4.5 is deleted in its entirety and replaced with the following:

“The DeepStar Program Membership Fee is inclusive of Members' share of all administrative costs. For budgetary purposes, OOC total administration costs will not exceed three hundred thousand dollars ($300,000) of the DeepStar Program Membership Fee for the twelve-month duration of the DeepStar Program based on an expectation that CORE Members and Associate Members will volunteer their time and resources in an effort to reduce reliance on outside contractors. The administration cost covers the bare essentials of serving the program including project manager's salary and invoice payment time. In addition, a single Management Committee member, one individual Member will contribute with someone to perform the role of DeepStar Director for a period of two years.”

1. Section 9.1 is deleted in its entirety and replaced with the following:

“OOC shall have the right to terminate its service as the administrator of the DeepStar Program by not offering a new membership agreement for the next term. OOC shall provide thirty (30) days written notice to all Parties prior to April 30, 2024.”

1. All other provisions of the Agreement shall remain the same.

In the event of any conflict in the interpretation of the Agreement and this Amendment, the terms of this Amendment shall prevail.

The parties signify their understanding and acceptance of the foregoing by having an authorized representative sign in the space provided below.

Contact names and addresses:

For Member For OOC

Name: Evan Zimmerman

Title: OOC Director

Physical Address: 2400 Veterans Memorial Blvd Suite #206

 Kenner, LA 70062.

Email Address: evan@theooc.org

Executed as of the latest date written below.

COMPANY\_NAME Offshore Operators Committee (OOC)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 (Printed name) (Printed name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_