

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this ____ day of October, 2017 (the "Execution Date"),

BETWEEN:

NAUTILUS, INC., LSJE, LLC AND JEFFREY EPSTEIN
(the "Indemnitee")

OF THE FIRST PART

and

BOYNE'S TRUCKING SYSTEM, INC.
(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

Definitions

1. The following definitions apply in the Agreement:

- a. "Activity" means the following:
Use of the premises hereinafter described for the purpose of offloading, positioning and recovering at said premises the fuel tanker currently located thereat, as well as such additional equipment reasonably acceptable to Indemnitee and such personnel, as shall be necessary for the removal and recovery of the *M/V BRIGADIER* from the north end of Little St. James Island, USVI.
- b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnitee including attorneys' fees.
- c. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
- d. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
- e. "Parties" means both the Indemnitee and the Indemnifier.
- f. "Party" means either the Indemnitee or the Indemnifier.
- g. "Third Party" means any person other than the Indemnifier and the Indemnitee.
- h. "Premises" means that stretch of land located on the north end of Little St. James Island, USVI that is necessary to be used for the offloading, positioning, and recovery of equipment and personnel required to effectuate the Activity.

Indemnification

- 2. The Indemnifier will hold harmless and indemnify the Indemnitee, and any and all officers, directors, shareholders, managers, members, employees and agents thereof, against any and all claims and actions arising out of the Activity, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Activity, including property damage, personal injury, death and premises and pollution liability, subject to the limits on indemnification described in the

section titled Exceptions to Indemnification. This indemnification includes claims caused by the ordinary negligence or fault of the Indemnitee, its agents or employees, or any third party under the control or supervision of the Indemnitee.

3. In the case of a criminal proceeding in which the Indemnitee, any employee or agent thereof, or any third party under the control or supervision thereof, is convicted of engaging in a criminal offense, the Indemnitee will not be indemnified by the Indemnifier.

Exceptions to Indemnification

4. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnitee's participation in the Activity where:
 - a. in the case of a civil claim, the Indemnitee acted in bad faith;
 - b. the actions or conduct of the Indemnitee, its agents or employees, or any third party under the control or supervision of the Indemnitee, constituted gross negligence, willful misconduct, or was knowingly fraudulent or deliberately dishonest;
 - c. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or
 - d. an action or proceeding (other than for the enforcement of this Agreement) was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier, which the Indemnifier will not unreasonably withhold.
 - e. the Indemnitee, its agents or employees, or any third party under the control or supervision of the Indemnitee, expressly waives or, by actions or conduct, knowingly prejudice the Indemnifier's right to subrogation.

Consideration

5. Indemnitee allows use of the Premises, in consideration of USD \$15,000, indemnification as set forth herein, and Resolve Marine Group's naming Indemnitee as additional insured for liabilities attributable to Resolve Marine Group.

Notice of Claim

6. In the event of any claim or action, the Indemnitee will reasonably promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

Authorization of Indemnification

7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner.

Assumption of Defense

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
10. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnitee for any further legal or other Expenses subsequently incurred by the Indemnitee by independently conducting his, her or its own defense of the claim in addition to that being conducted by the Indemnifier.

This will not relieve Indemnifier for liability for an Indemnitee's legal or other Expenses incurred in connection with the Indemnifier's defense of the claim. Once the Indemnifier provides notice to the Indemnitee that the defense of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnitee subsequent to the notice of assumption of defense by the Indemnifier (provided that such fees or Expenses are attributable to the Indemnitee's employment or continued employment of its own legal counsel), will be the sole responsibility of the Indemnitee.

Settlement and Consent of Indemnifier

11. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier may settle any claim or action at its sole discretion; provided, however, that the Indemnifier may not enter into any settlement in which liability, fault or blame is attributed to any Indemnitee, unless such Indemnitee, in its sole discretion, expressly consents in writing thereto.

Cooperation

12. The Indemnitee agrees to cooperate in good faith and provide any and all information reasonably within the Indemnitee's power as required for the defense of any claim or action and also to provide any and all information reasonably within the Indemnitee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

Expenses

13. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.

14. All reasonable Expenses incurred by the Indemnitee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Advances of Expenses

15. At the written request of the Indemnitee, the Indemnifier may advance to the Indemnitee any Expenses, including attorneys' fees, incurred by the Indemnitee in defending any action brought against the Indemnitee. Where reasonable, and to minimize hardship to the Indemnitee, advance payments may be made prior to the disposition of any claim.
16. The Indemnitee agrees to repay to the Indemnifier any advance payments on Expenses where a determination is ultimately made that the Indemnitee's behavior is not entitled to indemnification for reasons described under the Exceptions to Indemnification section.

Payment

17. All payments made by the Indemnifier to the Indemnitee will be made in full in immediately available funds within thirty (30) days of receipt of Notice of Indemnity from the Indemnitee and without deduction for any counterclaim, defense, recoupment, or set-off.
18. Any Notice of Indemnity sent by the Indemnitee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnitee will contain a listing of items covered under the payment.

Enforcement

19. If any right or remedy claimed by the Indemnitee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within thirty (30) days after a written Notice of Indemnity has been submitted by the Indemnitee to the Indemnifier, the Indemnitee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnitee will be entitled to be paid any and all costs related to resolving the claim.

20. This Agreement shall be governed in all respects by the laws of the U.S. Virgin Islands, without regard to conflict of law provisions. Any claim arising from the Activity that is the subject of this Agreement, or any dispute as to its validity, interpretation or enforcement, shall be brought in the U.S. District Court located in the U.S. Virgin Islands, except as otherwise agreed by the Parties. The Parties agree to submit to the personal jurisdiction of the courts located within the U.S. Virgin Islands for the purpose of litigating all such claims or disputes, expressly waive all right to a trial by jury.
21. Where a determination as described under Authorization of Indemnification concludes that the Indemnitee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnitee is not entitled to indemnification under this Agreement

Duration

22. The rights and obligations of the Indemnitee and the Indemnifier under this Agreement will continue:
- a. so long as the Indemnitee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative that results from the Activity; or
 - b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

Limited Indemnification

23. Under this Agreement, indemnification will be limited to the indemnifier's applicable insurance coverages, respectively \$1 million Protection & Indemnity for property damage and personal injury and \$1 million for pollution.

Subrogation

24. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnitee. Notwithstanding whether payment has been made, Indemnitee will do everything reasonably necessary to secure such recovery rights, and the Indemnitee will not knowingly do anything to prejudice such rights after any liability, suit, action, loss, or damage has been claimed or incurred.

Amendments

25. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

Assignment of Indemnifier Rights and Obligations

26. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

Assignment of Indemnitee Rights and Obligations

27. The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

Joint and Several Liability

29. If two or more persons act as Indemnifier in this Agreement or if the Indemnifier is a partnership consisting of two or more partners, then the liability under this Agreement will be joint and several for each co-Indemnifier.

Notices

30. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

General Provisions

31. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

32. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
33. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
34. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
35. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
36. Time is of the essence in this Agreement.
37. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this _____ day of October, 2017.

(Indemnitee)

(Indemnifier)