

OSG SALARY CONTINUATION PLAN

ELECTION AND RELEASE

I, _____ by elect to participate in OSGS' Salary Continuation Plan,

In consideration for y election to participate in this Plan, OSG agrees to pay me 50% of my base wages for the 2 month period I am unable to work because of my injury, as well as medical expenses for necessary treatment. In addition to payment of salary continuation and medical expenses, while I am not fit for duty, OSG will pay into the Union benefit plans such sums as may be required to assure that I do not lose entitlement to such benefits.

The OSG Salary Continuation payment includes, incorporates, and constitutes payment of salary, unearned wages to the end of the voyage, and/or any maintenance that may be due. The OSG Salary Continuation payment will be made regardless of how the vessel-related injury occurred, even if the injury was entirely my fault.

I understand that this Plan applies only to work related injuries include physical injuries and/or post-traumatic stress incurred while in the service of the vessel. It does not include pre-existing injuries, illnesses, or conditions that manifest themselves while I am aboard the vessel, but were not directly caused by work in the service of the vesse1.

Similarly, it does not include conditions arising from or related to non-traumatic work-related stress. For such injuries/illnesses/conditions, then I will retain all legal rights and remedies presently accorded by maritime law.

As a condition of participation in the Plan,

(1) I agree to cooperate with OSG in obtaining medical care for me, including providing a release for medical records and authorizing my medical care providers to discuss medical treatment with OSG. I also agree that I will obtain a second opinion (at OSGS' expense) before undergoing any surgical procedures (except in emergencies), and to obtain a confirmatory opinion, if requested by the Company, concerning determinations of unfitness for duty. If the second opinion does not agree that surgery is warranted, or that the seaman is unfit, OSG will, pay for a third opinion to resolve the disagreement.

(2) I hereby release OSG from any liability, whether under the Jones Act, for unseaworthiness, under admiralty or common law, or under any other state or federal law, arising from any personal injuries incurred by me while in the service of a OSG vessel, subject to the following conditions.

1. The release is effective only

A. if, after treatment for my injuries, I am found fit for seagoing employment within 2 months of my injury; or

B. if the Company continues to pay 50% wages after the expiration of 2 months from the date of my injury, for up to one year if the Company continues such payments, if I have not been declared permanently unfit for seagoing employment.

2. If I am found permanently unfit for seagoing employment as a result of an injury covered by the OSG Salary Continuation Plan, this release is cancelled and I may sue and/or exercise any legal options available to me to recover damages arising from my injuries.

3. The release is cancelled if the Company ceases payment of 50% wages prior to a determination that I am fit for duty. If the Company stops paying my Salary Continuation prior to a determination that I am fit to return to seagoing work, I may maintain a legal action

for my injuries against OSG under the Jones Act, for unseaworthiness, or under any other available law.

4. If OSO elects to continue Salary Continuation for more than 2 months, and I am found permanently unfit for maritime employment, I understand that OSG waives any statute of limitations defense that may stop me from suing for my injuries, so long as I file suit within six months from the time OSG stops paying Salary Continuation.

I understand that this is a RELEASE, and that by signing this release, I am giving up my right to sue OSG for any damages whatsoever arising from injuries I may incur while employed aboard a OSG vessel, unless the release is cancelled according to the conditions listed above.

I acknowledge that I have a right to consult with a lawyer (at my own expense) prior to deciding whether to participate. I further acknowledge that OSG has not exercised any coercion or undue pressure to compel me to elect to participate in the Salary Continuation Plan, and that OSG has informed me that the decision whether to participate is solely my own, and that I will not suffer any adverse employment actions by OSG if I decide not to participate.

By signing this release, I further agree that if I sue OSG in violation of the terms of this release, I will reimburse OSG for all legal expenses incurred by OSG if the release is upheld by the Court.

The terms of this RELEASE, which incorporates the terms of the OSG WORKPLACE INJURY SALARY CONTINUATION PLAN constitutes the entire agreement between OSG and me.

Signed this day of , 2010.

Print name: _____