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PORT OF NEW YORK AND NEW JERSEY

SCHEDULE OF RATES, TERMS AND CONDITIONS

TOWAGE AGREEMENT – EFFECTIVE OCTOBER 1, 2026

It is hereby agreed between Messrs: _____(hereinafter called "OWNERS") and Moran New York and New Jersey, a division of Moran Towing Corporation (and its successors) (hereinafter called "MORAN") that MORAN will furnish Tugs for and attend to all the towage requirements at the Port of New York and New Jersey, its tributaries and other agreed locations of Vessels owned, managed or controlled by OWNERS, and OWNERS agree to place all of their towage requirements at the Port of New York and New Jersey, its tributaries and other agreed locations with MORAN in accordance with the then current "Schedule of Rates, Terms and Conditions" as may be amended from time to time.

OWNERS agree that MORAN shall have the right at any time, upon thirty (30) days advance notice to OWNERS, to increase its rates or adjust terms or conditions, but if OWNERS do not consent to such changes, they may cancel this Contract upon written notice received by MORAN prior to expiration of said thirty (30) day advance notice period.

This Contract shall remain in force from _____ and shall continue thereafter from year to year until cancelled by either party giving to the other notice in writing of cancellation at least thirty (30) days prior to the annual expiration date.

ACCEPTANCE:

OWNERS	MORAN
By: _____	By: _____
Authorized Signature	Authorized Signature

ALL TUG SERVICES REQUESTED BY OR ON BEHALF OF A VESSEL ARE PERFORMED BY MORAN SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE THEN CURRENT “SCHEDULE OF RATES, TERMS, AND CONDITIONS” (WHICH SCHEDULE INCLUDES LIMITATIONS AND DISCLAIMERS WITH RESPECT TO PERFORMANCE OF SAID SERVICES AND OBLIGATIONS AND OPTIONS FOR OWNERS). THE SCHEDULE IS APPLICABLE TO TUG SERVICES PERFORMED FOR ALL VESSELS, WHETHER OR NOT SAID VESSELS ARE SUBJECT TO AN EXCLUSIVE TOWAGE AGREEMENT. NO TERM OR CONDITION OF THE SCHEDULE MAY BE DELETED OR AMENDED UNLESS AGREED TO IN A WRITING SIGNED BY AN OFFICER OF MORAN AND BY OWNERS.

THE CURRENT SCHEDULE OF RATES, TERMS, AND CONDITIONS ARE PUBLISHED ON MORAN’S WEBPAGE AT WWW.MORANTUG.COM.

SCOPE:

THE FOLLOWING SCHEDULE OF RATES, TERMS AND CONDITIONS SHALL APPLY FOR TUG ASSISTANCE TO VESSELS IN THE PORT OF NEW YORK AND NEW JERSEY AND ITS TRIBUTARIES IN CLEAR WATER AND SAFE BERTHS.

RATES:

Rates for Tug assistance are based on the Vessel's highest applicable tonnage as published in the then current edition of "Lloyds Register of Ships" at the following rates in U.S. Dollars. Should the Vessel type not have an assigned tonnage, rates will be provided upon request.

1 DOCKING OR UNDOCKING

As an aid in determining the correct geographical zone, please refer to the zone description and the map shown on the back of this Contract. Rates for locations in the vicinity of the Port of New York and New Jersey, other than those set forth below, will be furnished upon request.

a) **NOTIFICATION**

Notice for all Tug service should be given at least four (4) hours prior to the time the Tug is required.

b) **TANK VESSELS (up to 2 Tugs):**

Deadweight Tons	Zone Rates												
	1	2	3	4	5	7	8	9	10	11	12	13	14
Min 30,000	$7,845	$7,472	$8,208	$10,352	$7,564	$9,569	$7,472	$8,788	$8,800	$9,945	$10,154	$9,626	$9,960
30,001-35,000	$9,273	$8,837	$9,700	$10,652	$8,924	$11,288	$8,619	$10,370	$10,019	$10,937	$12,359	$9,906	$10,243
35,001-40,000	$10,696	$10,206	$11,186	$11,423	$10,296	$13,067	$10,019	$11,944	$11,448	$11,982	$14,062	$10,621	$11,805
40,001-45,000	$12,114	$11,567	$12,677	$12,950	$11,672	$14,808	$11,523	$13,556	$12,956	$13,065	$15,548	$12,042	$13,384
45,001-50,000	$13,544	$12,924	$14,155	$14,964	$13,059	$16,466	$12,915	$15,143	$14,515	$14,339	$17,383	$13,915	$14,959
50,001-55,000	$14,970	$14,291	$15,648	$16,530	$14,417	$18,207	$14,135	$16,759	$16,795	$15,872	$19,211	$15,369	$16,537
55,001-60,000	$16,387	$15,647	$17,152	$18,120	$15,801	$20,017	$15,549	$18,334	$18,401	$17,384	$21,036	$16,849	$18,107
60,001-65,000	$17,809	$17,005	$18,630	$19,684	$17,168	$21,760	$16,602	$19,917	$20,004	$18,891	$22,857	$18,304	$19,684
65,001-70,000	$19,239	$18,368	$20,129	$21,007	$18,540	$23,489	$18,085	$21,526	$21,622	$20,416	$24,696	$19,533	$21,263
70,001-75,000	$20,668	$19,728	$21,611	$22,394	$19,907	$25,218	$19,269	$23,107	$23,201	$21,921	$26,527	$20,823	$22,838
Each additional 5,000 tons or portion thereof add:	$1,427	$1,366	$1,482	$1,585	$1,376	$1,752	$1,249	$1,586	$1,610	$1,509	$1,835	$1,472	$1,580

c) **PASSENGER VESSELS – Net Registered Tonnage, Minimum 25,000NRT (up to 2 Tugs):**

Docking or Undocking: $8,111 includes up to two Tugs

Greater than 25,000NRT, each 2,500 ton increment or portion, add an additional $498 to Docking or Undocking Rate.

d) **OTHER VESSELS (Container, General Cargo, Bulker, Ro/Ro, and all other Vessels – up to 2 Tugs):**

Net Registered Tons	Zone Rates											
	1	2	3	4	5	7	8	9	10	11	13	14
Min 8,000	$7,783	$8,227	$8,643	$14,149	$8,643	$16,627	$8,793	$7,104	$7,927	$9,185	$8,270	$8,373
8,001-9,000	$8,674	$9,118	$9,625	$14,459	$9,625	$16,991	$10,154	$8,067	$8,976	$9,317	$9,361	$9,508
9,001-10,000	$9,563	$10,006	$10,603	$14,783	$10,603	$17,374	$11,122	$9,017	$9,684	$9,508	$10,494	$10,632
10,001-11,000	$10,453	$10,897	$11,581	$15,103	$11,581	$17,750	$12,277	$9,958	$9,945	$9,765	$11,572	$11,750
11,001-12,000	$11,342	$11,787	$12,561	$15,440	$12,561	$18,145	$13,146	$10,154	$10,341	$10,154	$12,677	$12,868
12,001-13,000	$12,231	$12,677	$13,542	$16,074	$13,532	$18,891	$14,243	$10,420	$10,688	$10,494	$13,785	$13,970
13,001-14,000	$13,122	$13,568	$14,521	$16,716	$14,521	$19,643	$15,436	$10,739	$10,999	$10,798	$14,878	$15,103
Each additional 1,000 tons or portion thereof add:	$893	$893	$981	$1,160	$981	$1,363	$1,130	$847	$908	$981	$981	$1,118

Should a Vessel lose her ability to maneuver (power or steering) during the Docking or Undocking evolution, said Vessel will incur an additional minimum charge of two (2) hours at the hourly rate of $1,995 per Tug pro-rated to the nearest half (1/2) hour.

2 ADDITIONAL TUGS

When more than two (2) Tugs are requested or required to assist a Vessel in circumstances such as weather, tidal conditions, congestion, difficult berths, USCG mandated regulations, Pilot recommendations or any other factors required, additional charges will be applied to the docking or undocking charges utilizing fifty percent of the docking or undocking rate per each additional Tug.

3 BACKING

When it becomes necessary for Vessels to be backed one-half mile or more due to specific berth requirements, the applicable rate for docking or sailing will be increased by fifty (50%) percent.

Contract discounts only apply to Docking / Undocking rates in paragraph 1 - 3 above. Tug services provided to a Vessel on an hourly basis are not subject to a discount.

4 HOURLY RATES – SUBJECT TO A TWO (2) HOUR MINIMUM PER TUG

Hourly rates are applicable to certain services as set forth herein. Unless otherwise provided, such rates will be billed at an hourly rate per Tug of $1,995 pro-rated to the nearest half (1/2) hour. For purposes of calculating hourly rates, running times noted in paragraph 7 each way shall be charged to and from the place where Tug services are rendered.

5 TRANSPORTING/SHIFTING

Hourly rate plus applicable zone running time shall be charged for all Tug services performed in connection with the movement of a Vessel from berth to berth, berth to anchor, anchor to berth and anchor to anchor; whether the Tug is made fast to the Vessel.

6 ATTENDANCE

Hourly rate plus applicable zone running time each way shall be charged for all Tug services in attending to a Vessel, including service at anchorage or similar Tug services.

7 ESCORTING AND TETHERED ESCORTING

When Tug(s) are requested or required to provide escorting services to a Vessel, the applicable Escorting rate noted below shall be charged plus zone run time to and from the service location. Escorting services shall be subject to a two-hour minimum per Tug, pro-rated to the nearest half (1/2) hour.

Service	Rate per hour per Tug
Escorting	$1,995
Tethered Escorting	$3,325

8 DETENTION

The rates set forth herein include waiting time of up to one-half hour. Measured for docking, from the time that the Tug is ordered alongside by the Pilot or Master of the Vessel and, for undocking, from the time that the Tug reports at the scheduled sailing time. Waiting time in excess of one-half hour shall be charged at the applicable hourly rate for each Tug. In addition, if the Vessel is delayed for any reason not attributable to MORAN after commencement of the work, all such delay shall be charged at the applicable hourly rate for each Tug prorated to the nearest half hour. With respect to docking and undocking delays, the detention charge shall be the applicable hourly rate as set forth in paragraph 4, pro-rated to the nearest half hour.

9 ANCHORAGE SERVICES

When Tugs are requested to take a Vessel to or from an anchorage, an anchor surcharge of $2,125 per Tug will be added.

10 LINE HANDLING SERVICES

Service	Rate
Running or releasing rope ship lines	$1,808
Running or releasing wire ship lines	$2,434

11 ZONE RUNNING TIME AND DESCRIPTION

Zone	Hours	Location
Zone 1	1.25hrs	69th Street Brooklyn to Gowanus Canal
Zone 2	1.50hrs	Erie Basin and the Battery to the Williamsburg Bridge
Zone 3	2.00hrs	Williamsburg Bridge to Queensboro Bridge
Zone 4	2.50hrs	Queensboro Bridge to Hunts Point and Bowery Bay
Zone 5	2.00hrs	The Battery to Pier 97 and Pier 7 – Jersey City to Days Point
Zone 6	2.75hrs	Pier 97 and Days Point to George Washington Bridge
Zone 7	3.25hrs	George Washington Bridge to Yonkers
Zone 8	1.25hrs	South of Pier 7, Jersey City to Bayonne Terminal
Zone 9	1.25hrs	Staten Island Ferry Terminal to Verrazano Bridge
Zone 10	1.00hrs	Staten Island Ferry Terminal and Constable Hook to Bayonne Bridge
Zone 11	1.50hrs	Bayonne Bridge to Goethals Bridge and Newark Bay to New Jersey Turnpike Extension Bridge
Zone 12	2.00hrs	New Jersey Turnpike Extension Bridge to Pulaski Skyway Bridge in Passaic River and Turning Basin in Hackensack River
Zone 13	1.50hrs	Goethals Bridge to Tufts Point in Arthur Kill
Zone 14	2.00hrs	Tufts Point to Ferry Point, Perth Amboy and Ward Point Staten Island
Zone 15	2.50hrs	Raritan River, South Amboy Reach to Titanium Reach
Zone 16	2.50hrs	Leonardo, New Jersey

12 HOLIDAYS

Services performed on a Holiday shall be charged the applicable rate plus an additional 35%. If a Tug service commences on a regular day and concludes on a Holiday, or vice versa, the Holiday rate shall apply.
Holidays observed: All Federal Holidays

13 CANCELLATION - REPORTING

When Tug orders are cancelled or changed after the Tug has been dispatched from its Tug Station, but before it commences performance of the requested service, three quarters (3/4) of the applicable rate will be charged. Cancellation / Reporting rates are subject to hourly zone running time and Holiday rate provisions.

14 TRACTOR TUGS

a) When a tractor tug is requested or required, the rate charged for that tug shall be increased by fifty percent (50%) over the applicable rate and/or hourly rate set forth herein excluding tractor tug tethered escorting.
b) When a tractor tug with a bollard pull of >75st is requested or required, the rate charged for that tug shall be increased by one hundred percent (100%) over the applicable rate and/or hourly rate set forth herein excluding tractor tug tethered escorting.

15 PEAK HOUR SERVICE

Service requested between the hours of 03:00-08:00 and 15:00-20:00 may be assessed a twenty-five (25%) surcharge.

16 ICE CHARGES

When a Tug providing services to a Vessel is operating in ice conditions, the rate charged for that Tug shall be increased by fifty percent (50%) over the applicable rate and /or hourly rate set forth herein.

When it is necessary for a Tug to break ice in connection with docking or undocking a Vessel, or to clear an ice bound slip for any reason, said service will be charged at an hourly rate of $3,990 per Tug, measured from Tug station to Tug station. No running time will be charged if the Tug used to break ice is also used in the Docking and Undocking operation. The hourly rate applicable to ice breaking will be pro-rated to the nearest half (1/2) hour.

17 TAXES

Any transportation, use, sales or any similar federal, state or local taxes or fees levied with respect to the provision of services hereunder shall be paid by OWNERS. Any such exactions shall appear as a separate line item on MORAN'S service invoices

18 FUEL SURCHARGE

All rates published in this Schedule are subject to prevailing fuel surcharges.

19 RENEWABLE ENERGY SURCHARGE

A Renewable Energy surcharge fee of $100 per Tug per job may be applied to all operations.

TERMS AND CONDITIONS

DEFINITIONS: As used herein, the following terms shall mean:

"Deadship": shall mean a Vessel that at the commencement of any services requested from and provided by MORAN does not have use of, or which will not be using, its propelling power and/or steering.

"Escort/Tethered Tugs": shall mean the services in which a Tug is requested or required to attend upon a Vessel during transit. Tethering shall mean a Tug's line is attached to the Vessel during all or part of the escort service.

"MORAN": shall mean MORAN Towing Corporation (and its successors).

"OWNERS": shall mean, collectively, the Vessel and the owner, charterer, operator, agent and manager of the Vessel receiving Tug services from MORAN.

"Schedule": shall mean the Schedule of Rates, Terms and Conditions for the applicable port that is in effect on the date that Tug services are rendered to a Vessel. A current copy of said Schedule may be found on MORAN's webpage at www.MoranTug.com.

"Tug" or "Tugs": shall mean the Tugboats provided or arranged by MORAN to perform the requested services.

"Tug Interests": shall mean MORAN, the Tugs, their respective OWNERS, affiliates, operators, charterers, managers, underwriters, masters and crews.

"Tug Station": shall mean the Tug's customary berth at MORAN's facility or, if applicable, the berth or other place from which the Tug departed to perform the requested services and/or to which it proceeded following the provision of such services.

"Vessel": shall mean a Vessel that receives Tug services.

1 DEADSHIP AND OTHER SERVICES

Rates for Deadship moves and for all other services not covered by the above rates, will be furnished upon request. For all services rendered to Deadships, MORAN and OWNERS agree to the following additional terms:

a) In consideration of the uncertain towage characteristics of a Deadship and of MORAN's agreement to furnish Tug services to said Deadship hereunder, OWNERS agree (i) to maintain hull and machinery insurance in an amount at least equal to the full value of the Deadship, (ii) to maintain full form protection and indemnity insurance in an amount not less than one hundred million dollars ($100,000,000.00) and (iii) to name Tug Interests as named assureds or joint members (as applicable) with waiver of subrogation in favor of said assureds in all said policies, which policies shall be primary to any insurance maintained by and on behalf of Tug Interests. OWNERS shall be responsible to Tug Interests for any deductibles maintained with respect to said insurances. OWNERS further agree to provide to MORAN proper evidence of such insurance prior to commencement of a Deadship move, but the failure to do so shall not operate as a waiver by the Tug Interests of OWNERS' obligation to procure and maintain insurance as described herein, and OWNERS agree that they shall be treated as being self-insured for any shortfall in coverage. For an absence of doubt, it is the intent of this paragraph to extend to Tug Interests, as primary cover for any liability arising out of performance of services hereunder to a Deadship for which Tug Interests may be liable, the enumerated insurances maintained by OWNERS on the Vessel assisted.

b) OWNERS shall make all necessary arrangements for a master and, if required or deemed advisable by OWNERS, a duly licensed pilot to serve aboard the Deadship and to direct the activities of the Tugs and the navigation of the flotilla. In the event that OWNERS utilize a pilot, the pilot shall be deemed the borrowed servant of the Deadship assisted and OWNERS for all purposes and in every respect, the pilot's services while so engaged being the work of the Deadship assisted and OWNERS and being subject to the exclusive supervision and control of the Deadship's master or OWNERS' other command personnel aboard.

c) MORAN reserves the right to perform Deadship moves under different terms and conditions to be agreed in writing, dependent upon the particulars of the proposed move.

2 VESSELS AGROUND OR IN DISTRESS

Rates for Tug services to Vessels aground or in distress or when performed during heightened Coast Guard port conditions will be furnished upon request. The provision of such Tug services to any Vessel aground or in distress or during heightened Coast Guard port conditions shall be subject to the terms and conditions of this Schedule in all instances. However, MORAN reserves

the right to perform such Tug services under different terms and conditions to be agreed in writing, dependent upon the particulars of the specific event.

3 DELEGATION

If at any time MORAN Tugs are not conveniently available to perform all or part of any service requested hereunder, MORAN reserves the right to delegate performance of said service, or part thereof, to another service provider without notice to OWNERS and without warranty by MORAN as to the seaworthiness or suitability of delegated service provider's Tugs or the competency of it crews. OWNERS agree that such delegated service provider shall be considered an independent contractor and not an agent, servant or employee of MORAN and that said service provider, while performing such delegated service, shall have the benefit of all defenses, exemptions and limitations of liability set forth in this Schedule. MORAN shall not be liable for damages if for any reason, MORAN is unable to have Tugs and/or delegated Tugs on hand to serve OWNERS' Vessel. In such event, OWNERS are at liberty to engage any other Tugs to serve it at such time but without the right to charge MORAN any difference in price or otherwise to claim any damages resulting from MORAN'S inability to provide the requested service. MORAN reserves the right to recover all costs, without discount, incurred by delegating performance of any service hereunder to another service provider.

4 FORCE MAJEURE

Tug Interests shall not be responsible or liable for any expense, loss, damage or claim whatsoever caused by or resulting from delays, failures or omission hereunder in the performance of services due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storms, lightning, pandemics, epidemics, war, disorders, acts of God, acts of the public enemy, port congestion, mechanical breakdowns, shortage of Tugs, priorities in service, pilot requests, unusual tidal conditions or any other cause whatever beyond their control.

5 DAMAGE CLAIM TIME LIMITS AND FORUM

a) OWNERS shall notify MORAN of any damage to the Vessel allegedly attributable to Tug Interests. Such notice shall be in writing and shall be delivered as soon as practicable, but not later than forty-eight (48) hours following occurrence. MORAN shall be afforded an opportunity to inspect or survey such damage before the Vessel leaves port. Any action in any forum to recover damages from Tug Interests, or any of them, shall be commenced within one year after the occurrence giving rise to the claim, failing which said claim shall be deemed waived.

b) This Schedule shall be governed by and construed in accordance with the Maritime Law of the United States and, to the extent not in conflict therewith, by the laws of the state of New York, excluding its conflict of laws rules. The parties agree that any proceeding involving this Schedule, or the Services performed hereunder shall be brought in the United States District Court for the Southern District of New York or, if said court shall not have jurisdiction thereof, then in a state court of competent jurisdiction sitting in New York County, New York. TUG INTERESTS AND OWNERS IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR DISPUTE ARISING IN WHOLE OR IN PART OUT OF THE TERMS AND CONDITIONS OF THIS CONTRACT OR THE PROVISION OF SERVICES HEREUNDER.

6 LIMITATION OF LIABILITY

a) The furnishing of any service or anything done by MORAN in connection therewith shall not be construed to be or to give rise to a personal contract, and it is understood that Tug Interests, shall have the benefit of all exemptions from, and limitations of, liability to which an owner of a Vessel is entitled under the Limitation of Liability Statutes of the United States. MORAN WARRANTS THE EXERCISE OF REASONABLE CARE IN THE PERFORMANCE OF SERVICES BUT DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE SERVICE.

b) Unless entitled to immunity or to defenses to, exemptions from and limitations of liability provided under this Schedule or under any applicable law, rule or regulation that would reduce their liability to an amount less than that hereinafter set forth, Tug Interests shall be liable, only to the extent of their negligence, which negligence shall not be assumed but shall be affirmatively proven, for claims, demands, causes of action, liabilities, penalties and costs (including third party claims) arising out of or in connection with any occurrence or series of connected occurrences related to the provision of Tug services, line handling or other services pursuant to this Schedule up to a maximum aggregate amount of two hundred fifty thousand dollars (U.S. $250,000.00). OWNERS understand and agree that Tug services provided hereunder are rendered at all times under the supervision and command of OWNERS' servants, (including the master of the Vessel being assisted and docking pilots), or of state pilots, none of whose actions or inactions may be imputed to the Tug Interests. OWNERS further understand and agree that the rates charged by or on behalf of MORAN for Tug or other services are predicated upon the limitations of liability and the indemnities set forth in this Schedule. Should OWNERS desire that Tug Interests retain liability in excess of two hundred fifty thousand dollars (U.S. $250,000.00) they must notify MORAN in writing, whereupon MORAN will quote rates for Tug or other services provided hereunder

predicated on higher liability limits. Any such quote must be accepted by OWNERS in writing at least twenty-four (24) hours prior to commencement of Tug services to the Vessel, failing which the rates and liability limitations otherwise provided herein shall prevail. Nothing herein shall be construed to waive or limit the right of Tug Interests to assert any defenses to liability available to them or to avail themselves of any rights of limitation or exemption from liability under any applicable law, rule, or regulation.

c) OWNERS and any Vessel assisted hereunder assume all risk of, and shall indemnify Tug Interests from and against, any and all loss or damage sustained by OWNERS, by Tug Interests or by any other Vessel, property or person that results from the parting, heaving or sudden movement of any hawser or other line, by whomsoever furnished or howsoever caused.

d) Notwithstanding anything to the contrary in this Schedule or elsewhere, OWNERS understand and agree that the rates charged hereunder are also predicated on agreement that the Tug Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising.

e) OWNERS agree to indemnify, defend and hold harmless the Tug Interests from and against any and all claims, demands, causes of action, liabilities and costs (including attorneys' fees, penalties, fines and third party claims of whatever nature) that are attributable to the acts or omissions, whether or not negligent, of the Tug Interests, or any of them, or to the unseaworthiness of any Tug and which arise out of or in connection with any occurrence or series of connected occurrences related to the provision of Tug services, line handling or other services pursuant to this Schedule to the extent that they exceed, in the aggregate, the applicable amounts set forth in subparagraph 6(b) above. The parties intend for this indemnity to apply in all instances including, without limitation, allision, collision, personal injury, fire, explosion, grounding, fuel spills or other pollution incidents (including, without limitation, penalties and obligations arising out of violation of any applicable pollution law or regulation or being named a responsible party thereunder) and third-party claims. OWNERS warrant that they possess sufficient and adequate insurance on the Vessels assisted pursuant to this Schedule, including hull and machinery, P&I, cargo and pollution coverage to comply with all applicable laws and to respond for any losses arising out of or connected in any way with the Tug or other services provided hereunder, with all rights of subrogation for losses under said insurances waived as to Tug Interests and with Tug Interests entitled to all benefits of a named assured or joint member, as applicable, under said insurances, which shall be primary to any insurances maintained by Tug Interests.

f) Nothing herein shall preclude MORAN from recovering from any party responsible for any damages sustained by any Tug providing service hereunder.

7 PILOTAGE

a) MORAN does not furnish pilots or pilotage, so that whenever any licensed pilot, or a captain of any Tug which is furnished to or is engaged in the service of assisting a Vessel participates in directing the navigation of such Vessel, or in directing the assisting Tugs from on board such Vessel or from elsewhere, it is agreed that he becomes the borrowed servant of the Vessel assisted and OWNERS for all purposes and in every respect, the pilot's services while so engaged being the work of the Vessel assisted and OWNERS and being subject to the exclusive supervision and control of the Vessel's master or OWNERS' other command personnel aboard. Any such service performed by any such person is beyond the scope of his employment, if any, for MORAN and OWNERS shall indemnify, defend and hold harmless Tug Interests for any and all damages arising out of any act or omission of any such person. The provisions of this paragraph may not be changed or modified in any manner whatsoever except by written instrument signed by an officer of MORAN.

b) With respect to Vessels that are not owned by the person or company ordering the Tug service, it is understood and agreed that such person or company warrants that it has authority to bind the Vessel OWNERS/operators to all the provisions of this Schedule and agrees to indemnify and hold Tug Interests harmless from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or company not having such authority.

c) In consideration of MORAN transporting a pilot without charge to and/or from the Vessel being assisted hereunder, OWNERS agree that they shall indemnify, defend, and hold harmless Tug Interests from and against any and all claims, demands, causes of actions, liabilities and costs (including attorney's fees) incurred in connection with or arising out of any claim by or on behalf of a pilot for personal injury or death sustained while being transported by MORAN to or from the Vessel being assisted, excepting only any injury sustained by said pilot to the extent attributable to the gross or willful negligence of MORAN. As used herein, the term "being transported by MORAN" shall include, without limitation, all time when the pilot is (i) present on MORAN's shoreside premises enroute to or from the Vessel being assisted and (ii) boarding, on board or disembarking from a Tug or other Vessel supplied by or on behalf of MORAN. As used herein, the term "pilot" shall also include any assistant pilot, trainee, or other person who may accompany the pilot in any capacity.

8 CONTRACT TERMINATION

If at any time during the term hereof, MORAN reasonably concludes that the solvency or financial condition of OWNERS is threatened it may, in its sole discretion, cancel this contract, such cancellation to take effect immediately upon receipt by OWNERS of email or other written notification thereof. If, subsequent to cancelation, OWNERS provide to MORAN evidence concerning their ability to meet their current and future financial obligations, MORAN may, in its sole discretion, elect to reinstate this contract (with or without modifications thereto) effective upon receipt by OWNERS of email or other written notification thereof.

9 ENFORCEABILITY

If any provision of this Schedule is found void or unenforceable, the remaining terms and conditions shall remain in full force and in effect.

10 AMENDMENTS

a) Should the U.S. Coast Guard or any other U.S., state or government agency, port authority, terminal or association (including any pilot or pilot association), or any designee of any of the foregoing, issue any regulation or requirement that obligates MORAN to make capital improvements to the Tugs, to provide Tugs with higher horsepower or different operational capabilities or that obligates MORAN to operate the Tugs in a different manner or with different crew complement that increases its operating costs, MORAN shall have the right to amend the Schedule in order to reflect the new requirements and, as applicable, to mitigate the costs thereof.

b) In addition to amendments implemented pursuant to changes in conditions referred to in paragraph 10(a), MORAN reserves the right from time to time to amend the rates, terms and conditions set forth herein or to add additional provisions.

c) If, within thirty (30) days following implementation of any said amendment, OWNERS or those acting on behalf of the Vessel object in writing to said amendment, the implementation thereof shall be stayed for a period of thirty (30) days (measured from the date said objection is received by MORAN) and the parties shall negotiate in good faith to achieve a mutually satisfactory outcome. If the parties are unable to reach agreement within said thirty (30) day period, the said amendment shall again come into effect. In such event, OWNERS shall have the option to terminate this contract on thirty (30) days' advance written notice to MORAN, said option to be exercised within fifteen (15) calendar days after the date that the said amendment again comes into effect, failing which said option shall lapse.

11 SECURITY

OWNERS acknowledge MORAN's long term and substantial presence in the port and waive any right to demand that MORAN post security in connection with any claim by or on behalf of OWNERS or the Vessel being assisted for any expense, loss or damage claimed to have arisen, in whole or in part, as a result of any service rendered in connection with this Schedule. Notwithstanding the foregoing, if any said claim, exclusive of interest, shall reasonably be expected to exceed five million dollars ($5,000,000.00) MORAN agrees, upon request, to post as security a letter of undertaking by its P&I club in customary form, which OWNERS agree shall constitute acceptable security.

12 PAYMENT TERMS

Net 15 Days. In the event that a payment is not made when due, in whole or in part, MORAN shall be entitled to recover all costs of collection, including reasonable attorneys' fees and court costs, and interest of 1½% per month on all outstanding balances. Payments received by or on behalf of OWNERS shall be applied as follows: first to satisfy all fees, costs (including attorneys' fees) and interest due and owing on any invoice rendered to OWNERS commencing with the oldest such invoice and second, to satisfy all Tug service charges arising hereunder commencing with the oldest open invoice and then to each subsequent invoice. Notwithstanding anything contained herein, in providing services to the assisted Vessel, MORAN is relying upon the credit of the Vessel, and maintains its right to assert a lien against said Vessel for any amounts due for the services rendered, including those referenced above.

13 MISCELLANEOUS

a) **Severability.** In case any provision in this Schedule shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

b) **Entire Agreement.** This Schedule sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.