



moran

Port Arthur/Beaumont

8740 Old Yacht Club Road
Port Arthur, TX 77642

TELEPHONE:
(409) 962-0591
24 Hour Dispatch
e-mail: texas@morantug.com

FACSIMILE:
(409) 962-1287
www.morantug.com

Schedule of Rates, Terms and Conditions
Effective December 1, 2019

EXCLUSIVE TOWAGE AGREEMENT
Sabine District and Vicinity

Dated: _____

It is hereby agreed between Messrs: _____ (hereinafter called "OWNERS") and Moran Towing Corporation, Moran Port Arthur/Beaumont Division (and its successors) (hereinafter called "MORAN") that MORAN will furnish Tugs for and attend to all the towage requirements within the Sabine District and its tributaries, of Vessels owned, managed or controlled by OWNERS, and OWNERS agree to place all of their towage requirements within the Sabine District and vicinity with MORAN in accordance with the then current "Schedule of Rates, Terms and Conditions" attached hereto, 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 agreement upon fifteen (15) days written notice to MORAN.

This agreement shall remain in force from _____ and shall continue thereafter from year to year until cancelled by either party giving to the other written notice of cancellation at least sixty (60) days prior to the annual expiration date.

Acceptance:

OWNERS

Moran Port Arthur/Beaumont
Division of Moran Towing Corporation

BY _____

Division General Manager or Vice President

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 IS PUBLISHED ON MORAN'S WEBPAGE AT WWW.MORANTUG.COM

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

“Deadship”: 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”: the services in which a Tug is requested or required to attend upon a vessel during transit and extended upon the limits of standard operations. Tethering shall mean a Tug’s line is attached to the vessel during this service.

“MORAN”: Moran Towing Corporation, Moran Port Arthur/Beaumont, a division of Moran Towing Corporation, and its successors.

“Owners”: collectively, the owner, charterer, operator and manager of the Vessel receiving Tug Services from Moran.

“Overtime Period”: shall mean the period between 7:00pm and 7:00am on weekdays and any time on Saturday, Sunday or a holiday (including an day when holiday rates are applicable).

“Schedule”: 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 the Schedule may be found on MORAN’s webpage at www.morantug.com.

“Tug” or Tugs”: the tugboats provided or arranged by MORAN to perform the requested Tug Services.

“Tug Interests”: MORAN, the Tugs, their respective owners, affiliates, operators, charterers, managers, underwriters, masters and crews.

“Tug Station”: the Tug’s customary berth at the MORAN facility or, if applicable, the berth or other place from which the Tug departed to perform the Tug Services and/or to which it proceeded following the provision of such Tug Services.

“Tug Services”: any activities or services which a Tug provides the Vessel including but not limited to, docking, undocking, shifting, escort, tethered escorting, hourly or standby services, line handling or any of the other such actions a Tug may be requested to provide.

“Vessel”: shall mean a vessel that receives Tug Services.

SCOPE:

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

1 RATES FOR ONE TUG ASSISTING ONE VESSEL: (Includes only one docking or one undocking if applicable)

	Sabine Jetty	Sabine Anchorage	Keith Lake Bend	Texas Isle	Valero	Port of Port Arthur	PABTEX	Neches River Inter.	Total	Port Neches	Smith's Bluff	Stanolind	Beaumont	Trinity/CBI	Port of Orange	Pier Road
Sabine Jetty	0	4,747	5,537	5,923	6,452	6,452	7,433	8,198	8,398	8,773	9,258	10,061	10,639	11,204	10,061	10,639
Sabine Anchorage	4,747	0	4,747	5,537	5,923	5,923	6,951	7,433	7,845	8,213	8,652	9,258	9,950	10,639	9,258	9,950
Keith Lake Bend	5,537	4,747	0	4,747	5,537	5,537	6,402	6,951	7,433	7,845	8,398	9,020	9,738	10,353	9,020	9,738
Texas Isle	5,923	5,537	4,747	0	3,878	4,091	5,923	6,402	6,691	7,365	7,845	8,986	9,531	10,061	8,773	9,531
Valero	6,452	5,923	5,537	3,878	0	5,923	6,452	6,951	7,433	7,845	8,652	9,258	9,950	10,639	9,258	9,950
Port of Port Arthur	6,452	5,923	5,537	4,091	5,923	0	5,537	5,700	5,923	6,402	7,433	8,398	8,773	9,258	8,198	9,100
PABTEX	7,433	6,951	6,402	5,923	6,452	5,537	0	4,747	5,537	5,923	6,402	7,433	8,398	8,773	6,951	7,433
Neches River Inter.	8,198	7,433	6,951	6,403	6,951	5,700	4,747	0	4,090	5,732	6,159	6,951	7,932	8,653	6,453	6,951
Total	8,398	7,845	7,433	6,691	7,433	5,923	5,537	4,091	0	5,537	5,923	6,402	7,433	8,398	6,951	7,433
Port Neches	8,773	8,198	7,845	7,365	7,845	6,402	5,923	5,730	5,537	0	5,537	5,923	6,402	7,433	7,433	8,398
Smith's Bluff	9,258	8,652	8,398	7,845	8,652	7,433	6,402	6,159	5,923	5,537	0	5,537	5,923	6,402	8,773	9,258
Stanolind	10,061	9,258	9,020	8,986	9,258	8,398	7,433	6,951	6,402	5,923	5,537	0	5,537	5,923	9,258	10,061
Beaumont	10,639	9,950	9,738	9,531	9,950	8,773	8,398	7,932	7,433	6,402	5,923	5,537	0	5,537	10,061	10,639
Trinity	11,204	10,639	10,353	10,061	10,639	9,258	8,773	8,652	8,398	7,433	6,402	5,923	5,537	0	10,639	11,204
Port of Orange	10,061	9,258	9,020	8,773	9,258	8,198	6,951	6,452	6,951	7,433	8,773	9,258	10,061	10,639	0	5,537
Pier Road	10,639	9,950	9,738	9,531	9,950	9,258	7,433	6,951	7,433	8,398	9,258	10,061	10,639	11,204	5,537	0

- Assisting Vessel from Sea Buoy to Sabine Jetties.....\$7,436
- Assisting Vessel from Sabine Sea Buoy to Sabine Buoys 29/30.....\$4,747
- Assisting Vessel from Sabine Buoys 29/30 to Sabine Jetty.....\$3,079
- Assisting Vessel from Beaumont Basin to dock Neches Industrial Park and ExxonMobil Coke.....\$4,747
- Assisting Vessel from Beaumont Basin to dock ExxonMobil Chemical.....\$4,092
- Assisting Vessel shifting berth to berth, same area.....\$5,121
- Assisting Vessel to turn or assist in area other than in the immediate vicinity of berth and dock
(includes, but not limited to, service of Vessels above Texas Island to any facility behind Texas Island).....\$3,882
- Assisting Vessel to undock and turn or assist in area other than in the immediate vicinity
(this also includes, but is not limited to sailing from Sun # 5).....\$3,882
- Assisting Vessel to line shift, berth to berth, at same dock (add 25% for this service in Orange, Texas).....\$3,079
- Docking or undocking one Vessel – (add 25% for docking or undocking only in Orange, Texas).....\$2,927

2 DETENTION

The Rates set forth in Paragraph 1 include waiting time of up to one-half hour measured, for docking, from the time the Tug reports to the dock and, for undocking, from the time the Tug reports at the scheduled sailing time. Waiting time for each Tug in excess of one-half hour shall be charged at a rate of \$967.00 per Tug per hour, pro-rated for part of an hour. 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 a rate of \$967.00 per Tug per hour, pro-rated for part of an hour.

3 CANCELLATION

When a Tug is ordered and is then cancelled, a charge of \$967.00 per Tug will be made for every hour, or pro rata for any part thereof, that has elapsed from the time each Tug leaves its Tug Station until it arrives back at its Tug Station.

4 DISTANCES IN MILES

Whistle Buoy Sabine Entrance	0.0	Port Neches Docks	34.3
Sabine	6.8	Smith's Bluff Docks	37.3
Port Arthur Canal	9.9	Reserve Fleet	40.9
Sabine-Neches Canal	16.2	Oil Tanking	44.4
Motiva, Port Arthur	16.8	ExxonMobil	49.1
Valero	18.0	Beaumont City Docks	49.7
Martin Luther King Bridge	19.9	Trinity Shipyard	50.2
Neches River	28.3	Sabine River	32.3
Total	30.3	Orange City Docks	39.5

5 DELAY TIME

The Rates set out in Paragraph 1 are based upon voyages to be completed within the times specified below. If a voyage is not completed within the specified time, MORAN shall be compensated for all additional time used at the rate of \$967.00 per Tug per hour or pro-rated for part of an hour.

- a. Between Beaumont or Stanolind anchorage area and Sabine or Sabine Jetty, 7 hours allowed for voyage.
- b. Between Smith's Bluff or Port Neches, or Total and Port Arthur, 3 hours allowed for voyage.
- c. Between Port Arthur and Sabine or Sabine Jetty, 3 hours allowed for voyage.
- d. Between Sabine and Sabine Sea Buoy, 2 hours allowed for voyage.
- e. Between Orange and Sabine or Sabine Jetty, 7 hours allowed for voyage.
- f. Between Beaumont, or Stanolind anchorage area or Orange and Port Arthur, 5 hours allowed for voyage.
- g. Between Smith's Bluff, or Port Neches, or Total, and Sabine or Sabine Jetty, 5 hours allowed for voyage.
- h. Between Orange and Beaumont, 6 hours allowed for voyage.

6 HOLIDAYS/OVERTIME

A 35% additional charge is added to all Rates referred to in Paragraph 1 for work performed during any Overtime Period. If the holiday falls on Saturday, the additional charge will be applicable to work performed on the Friday prior to the holiday. If the holiday falls on Sunday, the additional charge will be applicable to work performed on the Monday following the holiday. When service is ordered to be performed during an Overtime Period and is not completed until after termination of the Overtime Period, the Vessel shall be charged at the additional rate. When service is ordered to be performed during the regular period and is not completed until after an Overtime Period has commenced, the Vessel shall be charged at the additional rate.

Holidays observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any national holiday hereafter proclaimed by the President of the United States.

7 USE OF TRACTOR TUGS

When services of a tractor Tug are used in a single Tug assist or are specifically required or requested, the effective Rate and any applicable hourly rate shall be increased by 20%.

8 EMERGENCY ASSISTANCE

When a Tug not engaged in towing is called to render assistance or special services to a Vessel in the harbor, the charge for this type of service will be \$2,258.00 per hour, per Tug, minimum one hour, with additional hours Per Tug prorated for any part thereof. Emergency assistance is provided subject to all terms and conditions herein. Time starts when a Tug leaves from the Tug Station where she then is located and time stops when Tug arrives at its designated Tug Station following completion of services. These charges are not subject to a discount.

9 FUEL SURCHARGE

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

10 DEADSHIP AND OTHER SERVICES

Rates for Deadship moves and for all other Tug Services not covered by the above rates will be charged at double the applicable rate set forth in the Schedule. This rate is not discountable. For all Tug Services rendered to Deadships, MORAN and OWNERS agree as follows:

- 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 Tug Interests in all said policies. OWNERS shall be solely responsible for any deductibles maintained with respect to said insurances. OWNERS shall 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 express intent of the parties in this subparagraph 10(a) to extend to Tug Interests, as primary cover for any liability arising out of performance of Tug Services hereunder to a Deadship for which Tug Interests may be liable, the enumerated insurances maintained (or to be maintained) by OWNERS with respect to the Vessel assisted.
- b. The Limitation of Liability terms set forth in Section 15 shall apply to all Tug Services rendered to Deadships.
- c. OWNERS shall make all necessary arrangements to employ a master and, if required or deemed advisable, a duly licensed pilot to serve aboard the Deadship, and to direct 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 her owner or operator for all purposes and in every respect, his services while so engaged being the work of the Deadship assisted, her owner and operator, and being subject to the exclusive supervision and control of the Deadship's master or OWNERS' other command personnel aboard. MORAN's Tugs will use reasonable care to act at all times in accordance with the direction of OWNERS' pilot, master or other command personnel, as applicable, which personnel shall be solely responsible for navigation of the Deadship flotilla.

11 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 contained in this Schedule in all instances. However, MORAN reserves the right to perform such Tug Services under different terms and conditions to be agreed prior to the provision of such Tug Services, dependent upon the particulars of the specific event.

12 USE OF OTHER TUGS

All or part of any Tug Service to be performed hereunder may be subcontracted without notice to OWNERS. Any such subcontractor shall be considered an independent contractor and not an agent, servant or employee of MORAN. If at any time MORAN Tugs are not conveniently available for the required services MORAN will endeavor to designate or engage other Tugs to provide some or all of the service, but MORAN shall not be liable for damages if it is not able, at any time, for any reason, to arrange such service. Any non-MORAN Tug designated or engaged by MORAN to perform services requested by OWNERS, and said Tug's owners, master and crews shall have, while performing such services, the benefit of all of the terms and conditions contained in the Schedule or otherwise agreed between MORAN and OWNERS. However, if for any reason, at any time, MORAN is unable to have Tugs owned or specified by it on hand to serve OWNERS' Vessel, 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.

In agreeing to endeavor to provide this substitute service, it is understood and agreed that MORAN does not either expressly or impliedly warrant the seaworthiness, power, equipment, or competency of the crew of the Tug or Tugs engaged by MORAN to supply the services requested by OWNERS.

13 FORCE MAJEURE

Tug Interests shall not be responsible or liable for any expense, loss, damage or claim whatsoever whether caused by or resulting from delays, failures or omissions in the performance of Tug Services arising from or related to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storms, lightning, epidemics, war, disorders, civil commotions, acts of God, acts of the public enemy, port congestion, mechanical breakdowns, shortage of Tugs, priorities in service, or any other cause whatever beyond their control.

14 CLAIM TIME LIMITS AND FORUM

OWNERS shall notify MORAN of any claim, including damage to a Vessel, that allegedly occurred during performance of the requested Tug Services hereunder. Such notice shall be in writing and shall be delivered as soon as practicable, but not later than 48 hours following the alleged occurrence. MORAN shall be afforded an opportunity to inspect or survey any alleged damage before commencement of any repairs. Notwithstanding any statute or rule of law providing for a longer period within which to file suit, any action in any forum to recover damages or any other forms of redress from Tug Interests, or any of them, shall be commenced within one (1) year after the occurrence giving rise to the claim, failing which said claim shall be deemed waived.

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 Tug 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 Tug Services to a Vessel.

15 LIMITATION OF LIABILITY

- a. The furnishing of any service or anything done in connection therewith, shall not be construed to be or to give rise to a personal contract, and 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 TUG 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/or limitations of liability provided herein 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 proven affirmatively, for claims, demands, causes of action, liabilities and costs (including any and all third party claims) arising out of or in connection with any occurrence or series of occurrences related to the provision of Tug Services requested by OWNERS, up to a maximum aggregate amount of two hundred thousand dollars (U. S. \$200,000.00). 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 Services are predicated upon the limitations of liability and the indemnities set forth herein. Should OWNERS desire that Tug Interests retain liability in excess of two hundred thousand dollars (U. S. \$200,000.00) they must notify MORAN in writing, whereupon MORAN will quote rates for Tug Services hereunder predicated on the requested 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 being assisted, failing which the Rates and liability limitations otherwise provided herein shall apply. Nothing stated 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 defend and indemnify Tug Interests from and against, any and all loss or damage sustained by OWNERS, the Vessel assisted, Tug Interests or by any other vessel, property or person that results from the parting, heaving, pulling on as directed, 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, the rates charged hereunder also are predicated on the fact that Tug Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising. OWNERS agree to indemnify, defend and hold harmless 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) asserted against Tug Interests for their acts or omissions, whether or not negligent, or for the unseaworthiness of any Tug and which arise out of or in connection with any occurrence or series of occurrences related to the provision of Tug Services requested by OWNERS to the extent that they exceed, in the aggregate, the applicable limitation amounts set forth in subparagraph 15(c) above. The parties intend for this indemnity to apply in all instances including, without limitation, allision, collision, personal injury, fire, explosion, grounding, oil spills and third party claims. OWNERS warrant that they possess sufficient and adequate insurance including Vessel 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 Services requested, with all rights of subrogation for losses under said insurances waived as to Tug Interests, and with Tug Interests entitled to all benefits under said insurances of a named assured or joint member, as applicable. Nothing herein shall preclude MORAN from recovering from any responsible party for any damages sustained by any Tug providing the requested services.

16 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 her owner or operator for all purposes and in every respect, his services while so engaged being the work of the Vessel assisted, her owner and operator, and being subject to the exclusive supervision and control of the Vessel's personnel. Any such service performed by any such person is beyond the scope of his employment, if any, for MORAN and Tug Interests shall not be liable for 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 and OWNERS. Such person or company 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 docking and/or state pilot without charge to and/or from the Vessel being assisted, OWNERS agree that they shall indemnify, defend, and hold harmless Tug Interests from and against any and all claims, demands, causes of action, 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 of 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 en route to or from the Vessel being assisted, and (ii) boarding 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.

17 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 at the request of OWNERS. Notwithstanding the foregoing, if any said claim, exclusive of interest, shall reasonably be expected to exceed five million dollars (U.S. \$5,000,000.00) MORAN agrees, upon request, to post as security a letter of undertaking by its P&I club in customary form.

18 ENFORCEABILITY

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

19 CHANGE IN CONDITIONS

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 a different crew complement that increases its operating costs, MORAN shall have the right to propose amendments to the Rates, Terms and Conditions set forth in the Schedule in order to reflect the new requirements and, as applicable, mitigate the costs thereof. If OWNERS or those acting on behalf of the Vessel object to any said amendments the implementation thereof shall be stayed for a period of thirty (30) days 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 amendments, as proposed by MORAN, shall come into effect and the objecting party may terminate its obligations to MORAN with respect to future Tug Services.

20 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 the Contract effective upon receipt by OWNERS of email or other written notification thereof.

21 PAYMENT TERMS

Net 30 days. In the event that full payment is not made when due, MORAN shall be entitled to recover all costs of collection, including reasonable attorney's 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 attorney's fees) and interest due and owing on any invoice issued 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.



Committed to Customer Satisfaction, Safety, and Superior Performance Since 1860

Portsmouth, NH
 Moran Portsmouth
 (603) 436-0556

Albany, NY
 Moran New York/New Jersey
 (203) 442-2839

New York/New Jersey
 Moran New York/New Jersey
 (203) 442-2839

Philadelphia, PA
 Moran Philadelphia
 (215) 755-4706

Baltimore, MD
 Moran Baltimore
 (410) 732-9600

Norfolk / Hampton Roads, VA
 Moran Virginia
 (757) 625-6000

Morehead City, NC
 Moran Morehead City
 (910) 763-1255

Wilmington, NC
 Moran Wilmington
 (910) 763-1255

Charleston, SC
 Moran Charleston
 (843) 529-3000

Savannah, GA
 Moran Savannah
 (912) 232-2440

Brunswick, GA
 Moran Brunswick
 (912) 232-2440

Fernandina, FL
 Moran Fernandina
 (904) 757-6900

Jacksonville, FL
 Moran Jacksonville
 (904) 757-6900

Miami, FL
 Moran Miami
 (305) 375-0455

New Orleans, LA
 Moran New Orleans
 (225) 869-3133

**Beaumont, Orange,
 Port Arthur, TX**
 Moran Port Arthur/Beaumont
 (409) 962-0591

San Juan, PR
 Moran San Juan, Inc.
 (787) 722-1500

