

E. N. BISSO & SON, INC. (ENB)

Tariff

Rate Schedule

(The Current Rate Schedule and The Terms and Conditions, Together Form the Complete Tariff)

Lower Mississippi River

Effective May 1, 2012

[All amounts are in U. S. Dollars]

The rates below apply to **each tug** ordered or engaged.

ZONE RATES

"Miles" are statute miles, with 0.0 being Head of Passes and thence moving northward

ZONE	ZONE DESCRIPTION	RATE
1	From Mile 0.0 To Mile 50.0	\$ 5,390.00
2	From Mile 50.1 To Mile 78.0	\$ 3,960.00
3	From Mile 78.1 To Mile 106.0	\$ 3,410.00
4	Above Mile 106.1	\$ 3,960.00
5	Industrial Canal	\$ 4,235.00

- A Fuel Surcharge may be assessed to all rates and will not be subject to discount.
- The company reserves the right to assess a Security Fee, based on expense incurred by regulatory requirements. The Security Fee will not be subject to discount.

TONNAGE FEE

\$29.00 per 1,000 International Gross Registered Tons
The tonnage fee applies to all Zones.

MOORING BUOY CHARGE

\$550.00 (additional)

SPECIAL OPERATIONS CHARGE

\$715.00 (additional)

HOURLY RATES

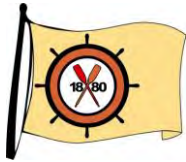
Tugboats In-Port (Hourly)		Derrick Service
Stand-By (after 1 hour)	\$ 825.00	\$660.00 – exclusive of towboat service [additional charges for mobilization/demobilization and stand-by]
Assistance to Dead Ships, Ships Aground, Escorting, and Holding Against the Berth		
Standard Tugs	\$ 935.00	Tugboats Outside the Lower Mississippi River Tugs up to 3,000 horsepower - \$16,500/day Tugs over 3,000 horsepower - \$20,900/day [rates include fuel and lube oil]
VERA BISSO class and Tractor tugs	\$ 1,100.00	

- Tugboats in port are billed in ½ hour increments.
- ENB does not impose minimum billing hours.
- Refer to Terms and Conditions.

FIREFIGHTING

\$1,320.00 per hour, or part thereof

Ordering tugs for firefighting is understood to be an agreement with applicable Terms and Conditions



E. N. BISSO & SON, INC.

Tariff

Terms and Conditions

(The Terms and Conditions, and The Current Rate Schedule, Together Form the Complete Tariff)
Effective May 1, 2012

E. N. BISSO'S GUARANTEE

We at E. N. Bisso & Son, Inc. (ENB) guarantee that with four (4) hours advance notice* tugs will arrive at our customer's vessel on time. If tugs arrive more than one (1) hour after the reporting time, we will dock or undock the vessel free of charge.** In addition, we will also pay the vessel for one hour of its time, at the demurrage rate specified in the charter agreement in effect at the time of the delay.***

* Twelve (12) hours advance notice is required for services below mile 20 on the river.

** The guarantee does not apply to circumstances beyond our control, such as fog, severe weather, restrictions by government authorities, labor disputes, and all other factors beyond our reasonable control. This guarantee does apply when tugs are late due to overbooking of work.

*** ENB does not accept claims for consequential damages of any nature that may arise from the late reporting of tugs.

Things E. N. Bisso Promises

- We agree to furnish or arrange tugs as ordered by the customer.
- We agree to allow one (1) free hour after the reporting time, without additional charge.
- We will not require a minimum number of tugs for any service. The ship's Master and the ship's engaged Pilot will determine the number of tugs needed for an operation. *[We reserve the right to decline assignments which we deem to be unsafe.]*
- We will not charge "overtime" for any tug service.
- We will not require a minimum period for hourly work.
- We will not charge for the use of a tug's hawser.

Things Our Customers Promise

- In the event that our service is perceived not to have met customer standards, or that the service can be improved, we will be so advised and given every opportunity to remedy or improve our service.
- Except in cases of emergency, we will be given a minimum of four (4) hours advance notice for tug services above Mile 20, and twelve (12) hours advance notice for tug services below Mile 20.

Basic Vessel Services

Our core business is providing tugboat services for docking, undocking, anchoring, mooring/unmooring to/from buoys, turning vessels, escorting and holding vessels at shore facilities. Services and rates described in our Tariff apply to both sides of the Mississippi River.

Charges

1. Docking/Undocking – Mooring/Unmooring – Anchoring/Heaving Anchor

For these services, charges for each tug engaged will be as follows:

Zone Charge	See the current Rate Schedule for zone descriptions and rates.
+ Tonnage Fee	This charge is calculated by taking the iGRT (as published in Lloyds Register or similar authoritative sources), rounding up to the next highest 1,000 iGRT and then multiplying this figure by the tonnage rate, as noted in the rate schedule.
+ Buoy Charge	When a vessel moors to/unmoors from a buoy, the buoy charge is assessed for each tug engaged. [See the current Rate Schedule for prices.]
+ Stand-By Time	This charge applies when the start of an operation is delayed for more than one (1) hour past the reporting time, or the actual arrival of tugs, whichever is later. Stand-by time will be calculated in one-half (1/2) hour increments, multiplied by the rate noted in the current Rate Schedule.

2. Reporting and Cancellation Charges

We will work with our customers to mitigate the cost of problems which result in the cancellation or rescheduling of tug services.

- If after an order has been placed, a customer cancels or reschedules a job before tugs are dispatched, there will be no charge.
- If an order is cancelled after tugs are dispatched from their last location, but before the reporting time, a fee of 50% of what the invoice would have been may be charged by ENB.
- If an order is cancelled or rescheduled after tugs are dispatched to the job location, and after the reporting time, a fee of 75% of what the invoice would have been may be charged by ENB.

3. Special Operations

When a vessel is required to be turned twice while shifting between an anchorage and a berth, or between two berths, both a docking and undocking operation will be billed.

When vessels are ordered to berth bow down the river, and for vessels not making use of their own propulsion power, a “special operations” charge will apply for each tug engaged.

4. Hourly Services

Services not covered elsewhere in the Tariff will be billed on an hourly basis. Examples of these services include, but are not limited to: escorting, tending vessels while compasses are calibrated and assisting immediately prior to or after a docking/undocking, mooring/unmooring, anchoring/heaving anchor.

The starting time for billing of these services will be calculated by determining the time each tug passes our base of operations (Mile 102), **or** the time they depart their current location, **or** the time they finish their previous paying assignment, whichever of the three is latest. The time will cease after each tug is released by the vessel's representative, and passes our base of operations, **or** the time they commence their next paying assignment, whichever is soonest. The sum of this time will be rounded to the nearest one-half (1/2) hour and multiplied by the hourly rate shown in the current Rate Schedule.

5. Dead Ships and Vessels Aground

The circumstances involved with providing assistance to dead ships and vessels aground results in additional expense to us. Therefore, a separate hourly rate applies to these operations. The means for determining billable time is outlined in the "Hourly Services" section, immediately above. Hourly rates applied depend upon tug horsepower, as described in the current Rate Schedule of our tariff.

Additional Services

These Terms and Conditions and the current Rate Schedule form our complete Tariff. The services described therein cover the range of services provided by E. N. Bisso & Son, Inc. on the Mississippi River. In addition to these we offer derrick services, offshore towing and firefighting assistance.

- **Derrick Service** ENB will provide derrick service for contract customers, within the capacity of the derricks. Derrick Rates will be charged at the hourly rate published in the current Rate Schedule. In addition to the derrick charge, towboat services to mobilize, shift and demobilize a derrick to its base will be billed at hourly rates in effect at the time the service is provided.

- **Tugboat Service – Outside the Lower Mississippi River** ENB will respond to out of port tugboat service requests from contract customers at a pre-agreed hourly rate, inclusive of fuel, providing such service does not present undue risk to the tug or the lives of the tug crew.

ENB will perform these services under the provisions of the BIMCO daily rate of hire towage contract, insofar as they do not conflict with United States maritime law, with amendments as may be negotiated.

With the execution of a contract, ENB waives its rights and claims for salvage.

- **Firefighting Service** If requested by a contract customer, ENB will provide the services of the tug DEE WHITE, tug VERA BISSO or tug JOSEPHINE ANNE, if the tug is available on the Mississippi River, for firefighting efforts.

The rate for firefighting services will be at the applicable rate in the current Rate Schedule, for each hour or part thereof. Discounts do not apply to this rate.

The customer, with execution of a contract with ENB, agrees to reimburse ENB for all firefighting supplies and materials consumed and/or damaged.

The customer requesting firefighting service also agrees to indemnify, defend and hold ENB harmless for any and all claims of death, personal injury, and property damage, arising directly or indirectly out of firefighting efforts, even if the claims arise out of the sole or concurrent fault of ENB.

Invoices and Payment

All invoices are presented with terms of net payable within thirty (30) days from the invoice date, unless other arrangements have been made and reduced to writing. If an invoice is in dispute, payment for the amount not in dispute is to be made in accordance with the payment terms.

After thirty (30) days, unless other arrangements have been made and reduced to writing, discounts are no longer valid and such invoices are overdue. Overdue amounts will be charged interest at the rate of 1.5% per month, backdated to the invoice date.

In the event an overdue invoice is placed in the hands of an attorney or agency for collection, the vessel to which the services have been rendered shall pay all expenses for collection, including attorney/agency fees at the rate of 25% of the gross undiscounted invoice, as well as all interest due.

Definitions

For the purposes of this tariff, the following definitions apply:

Customer	all vessels, or representatives of vessels, who are provided services under this tariff
Vessel	any floating craft to which ENB provides tugboat or other services.
Tug and Tugs	tugboats, whether owned, chartered, or hired by ENB, which provide services to customer vessels
Order Time	the time that the order for the service is placed with ENB dispatchers by the customer
Reporting Time	the time designated by the customer when the tug(s) is/are to arrive at the location where service is to be provided
Advance Notice	the time between order time and reporting time
Arrival Time	the time when tugs actually arrive at the job location

Legal Matters

1. All services by E. N. Bisso & Son, Inc. (ENB) are provided under the maritime laws of the United States of America.
2. All business transactions are performed as per the ENB printed tariff (Terms and Conditions, and Rate Schedule). Services are rendered to the vessel and create a lien, even if the charges for services are billed to a charterer, operator, or agent.
3. The furnishing of any service or anything done in connection therewith shall not be construed to be or give rise to a personal contract. All or part of services requested may be subcontracted to others, without notice to the customer, and it is understood that ENB, and any vessel ENB may furnish, and their owners, charterers, operators, managers and agents, shall have the benefit of all exemptions from, and limitations of, liability to which an owner of a vessel is entitled under the Limitations of Liability Statutes of the United States.
4. ENB shall exercise reasonable care to furnish tugs which are seaworthy and properly manned at the time of departure for the customer's job. ENB does not make any warranty of workmanlike service and none is to be implied from any provision of this tariff (Terms and Conditions, and Rate Schedule).
5. ENB does not furnish pilot services. It is the responsibility of the vessel, its owner and operator to arrange for pilotage in accordance with the applicable law and regulations. Whenever any person otherwise employed by ENB, including the master or other officer of any tug furnished to or engaged in the service of assisting, escorting or towing a vessel making use of or having available her own propelling power, goes aboard such vessel to act as pilot, it is agreed that he or she becomes the borrowed servant of the vessel assisted or escorted and of its owner and operator for all purposes. In every respect while on board said vessel, his or her services while so engaged shall be 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 or her employment for ENB and neither ENB or those furnishing the tugs or lending such person nor the tugs or their owners, agents, charterers, operators or managers shall be liable for any act, omission, negligence or fault of any such person. It is furthermore understood and agreed that the vessel and its owner and operator will indemnify and hold harmless ENB and any assisting or escorting tug and its owners, agents, charterers, operators and managers with respect to all loss, damage, liability and expense that may be suffered or incurred by any of them as the result of any act, omission, negligence or fault of such person.