



SEABULK TOWING SERVICES, INC.

a SEACOR company

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Schedule of Rates, Terms and Conditions

EFFECTIVE APRIL 1, 2011

Towage Agreement For Sabine District

COVERING:

SABINE, PORT ARTHUR, PORT NECHES, SMITH'S BLUFF,
NEDERLAND, BEAUMONT AND ORANGE, TEXAS



24 Hour Dispatch

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It is understood that all tug services performed by Seabulk are subject to all the Terms and Conditions set forth in the current "Schedule of Rates, Terms and Conditions".

EXHIBIT 1: SCHEDULE OF RATES, TERMS AND CONDITIONS

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

	Sabine Jetty	Sabine Anchorage	Keith Lake Bend	Texas Isle	Valero	Port of Port Arthur	PABTEX	N.R.I.	TOTAL	Port Neches	Smith's Bluff	Stanolind	Beaumont	Trinity	Port of Orange	Pier Road
Sabine Jetty	—	3,319	3,872	4,141	4,512	4,512	5,197	5,732	5,872	6,135	6,472	7,035	7,439	7,834	7,035	7,439
Sabine Anchorage	3,319	—	3,319	3,872	4,141	4,141	4,860	5,197	5,486	5,732	6,050	6,472	6,956	7,439	6,472	6,956
Keith Lake Bend	3,872	3,319	—	3,319	3,872	3,872	4,477	4,860	5,197	5,486	5,872	6,307	6,809	7,239	6,307	6,809
Texas Isle	4,141	3,872	3,319	—	2,712	2,860	4,141	4,477	4,678	5,149	5,486	6,283	6,664	7,035	6,135	6,664
Valero	4,512	4,141	3,872	2,712	—	4,141	4,512	4,860	5,197	5,486	6,050	6,472	6,956	7,439	6,472	6,956
Port of Port Arthur	4,512	4,141	3,872	2,860	4,141	—	3,872	3,986	4,141	4,477	5,197	5,872	6,135	6,472	5,732	6,472
PABTEX	5,197	4,860	4,477	4,141	4,512	3,872	—	3,319	3,872	4,141	4,477	5,197	5,872	6,135	4,860	5,197
N.R.I.	5,732	5,197	4,860	4,477	4,860	3,986	3,319	—	2,860	4,007	4,307	4,860	5,546	6,050	4,512	4,860
TOTAL	5,872	5,486	5,197	4,678	5,197	4,141	3,872	2,860	—	3,872	4,141	4,477	5,197	5,872	4,860	5,197
Port Neches	6,135	5,732	5,486	5,149	5,486	4,477	4,141	4,007	3,872	—	3,872	4,141	4,477	5,197	5,197	5,872
Smith's Bluff	6,472	6,050	5,872	5,486	6,050	5,197	4,477	4,307	4,141	3,872	—	3,872	4,141	4,477	6,135	6,472
Stanolind	7,035	6,472	6,307	6,283	6,472	5,872	5,197	4,860	4,477	4,141	3,872	—	3,872	4,141	6,472	7,035
Beaumont	7,439	6,956	6,809	6,664	6,956	6,135	5,872	5,546	5,197	4,477	4,141	3,872	—	3,872	7,035	7,439
Trinity	7,834	7,439	7,239	7,035	7,439	6,472	6,135	6,050	5,872	5,197	4,477	4,141	3,872	—	7,439	7,834
Port of Orange	7,035	6,472	6,307	6,135	6,472	5,732	4,860	4,512	4,860	5,197	6,135	6,472	7,035	7,439	—	3,872
Pier Road	7,439	6,956	6,809	6,664	6,956	6,472	5,197	4,860	5,197	5,872	6,472	7,035	7,439	7,834	3,872	—

Assisting vessel from Sabine Sea Buoy to Sabine Buoys 29/30	\$3,319
Assisting vessel from Sabine Sea Buoy to Sabine Jetty	\$5,199
Assisting vessel from Sabine Buoys 29/30 to Sabine Jetty	\$2,153
Assisting vessel to turn in an area other than the immediate vicinity of berth and then dock	\$2,714
<i>(This now also includes, but is not limited to, service to vessels above Texas Island to any facility behind Texas Island)</i>	
Assisting vessel to undock and then turn in area other than the immediate vicinity of berth	\$2,714
<i>(This now also includes, but is not limited to undocking from Sun #5)</i>	
Assisting vessel shifting berth to berth, same area	\$3,068
Assisting vessel shifting same dock (line shift)	\$2,153
Turn Beaumont Basin and dock at ExxonMobil Chemical	\$2,861
Turn Beaumont Basin and dock at ExxonMobil Coke Dock or Martin Operating Partners (MOP)	\$3,319
Docking – Undocking, Turning, Assisting to or from anchor	\$2,046

2. DETENTION

The rates in paragraph 1 include waiting time of up to one-half hour when docking (from the time the tug reports to the dock, vessel abeam of dock.) The rates in paragraph 1 also include waiting time of up to one-half hour when undocking (from the time the tug reports at the scheduled sailing time.) Waiting time for each tug exceeding one-half hour shall be charged the rate of \$665.00 per tug per hour or pro-rata for part of an hour. If the vessel is delayed for any reason not attributable to SEABULK after commencement of tug services, all such delay shall be charged at a rate of \$665.00 per tug per hour, or pro-rata for part of an hour.

3. CANCELLATION

When a tug is ordered and is then cancelled, a charge of \$665.00 per tug will be made for every hour or pro-rata for any part thereof from the time the tug leaves the lay berth or upon completion of a previous job until it arrives back to the tug lay berth or reports to another job.

4. DISTANCES IN MILES

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

5. DELAY TIME

The Rates noted 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, SEABULK shall be compensated for all additional time used at the rate of \$665.00 per hour or pro-rata for any part thereof, per tug.

1. Between Beaumont or Stanolind anchorage area and Sabine or Sabine Jetty, 7 hours allowed for voyage.
2. Between Smith's Bluff or Port Neches, or TOTAL and Port Arthur, 3 hours allowed for voyage.
3. Between Port Arthur and Sabine or Sabine Jetty, 3 hours allowed for voyage.
4. Between Sabine and Sabine Sea Buoy, 2 hours allowed for voyage.
5. Between Orange and Sabine or Sabine Jetty, 7 hours allowed for voyage.
6. Between Beaumont, or Stanolind anchorage area or Orange and Port Arthur, 5 hours allowed for voyage.
7. Between Smith's Bluff, or Port Neches, or TOTAL, and Sabine or Sabine Jetty, 5 hours allowed for voyage.
8. Between Orange and Beaumont, 6 hours allowed for voyage.

6. ADDITIONAL CHARGE

For services performed between the hours of 19:00 and 07:00 on weekdays and for work performed during any hour on holidays, Saturdays and Sundays a 35% additional charge will be added to all rates referred to in paragraph 1. If the holiday falls on a Saturday or Sunday then this overtime will be billed on the Friday prior to, or the Monday following the holiday. When tug service is ordered to be performed during the overtime period and service is completed after termination of overtime period, the vessel shall be charged at the additional rate. When tug service is ordered to be performed during the regular period and service is completed after the overtime period has commenced, the vessel shall be charged at the additional rate.

7. ASSISTING DEAD SHIPS

For dead ship (not having their own propelling power) moves, a 100% additional charge will be added to all Rates referred to in this schedule and are not subject to discount.

8. USE OF TRACTOR TUGS OR SDM (Ship Docking Modules)

If services of a tractor tug or SDM are specifically required or requested, or if utilized in a single tug assist, then the effective tug assist rate and any applicable hourly rate shall be increased by 50%.

9. EMERGENCY TOWAGE

When a tug is not engaged in towing and is called to render assistance to a vessel in the harbor, or for special services rendered, the charge will be \$1,580.00 per tug for the first hour and \$870.00 for each additional hour of fraction thereof and are subject to all terms and conditions herein. Time starts when tug leaves from the point where she then is and time stops when tug arrives back at a designated lay berth or reports to another job. These charges are not subject to a discount.

10. FUEL SURCHARGE

All Rates in this Schedule are subject to the prevailing fuel surcharge. This charge is not subject to a discount.

11. PAYMENT TERMS

Net thirty (30) days. In the event that payment is not made when due, in whole or in part, SEABULK shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, and interest of one and one-half percent (1½%) per month on all outstanding balances. Payments received from or on behalf of Owner shall be applied as follows: FIRST to satisfy all fees, costs (including attorney's fees) and interest due and owing on any invoice rendered to Owner commencing with the oldest such invoice and then to each subsequent such invoice and SECOND to satisfy all tug service charges arising hereunder commencing with the oldest open invoice and then to each subsequent invoice.

EXHIBIT 2: TUG INSURANCE COVERAGES

Seabulk shall maintain the following with respect to each Seabulk Tug:

1. Hull and Machinery insurance to the full market value of each Seabulk Tug; and
2. For services furnished when liability cap specified in Clause 7(b)(i) has been removed pursuant to Clause 7(b)(ii), Protection and Indemnity insurance to the limits available through a full mutual entry in a member of The International Group of P&I Clubs.

EXHIBIT 3: ASSISTED VESSEL INSURANCE COVERAGES

Owner shall maintain, or cause to be maintained, the following with respect to each assisted vessel:

1. Hull and Machinery insurance to at least the full market value of the vessel;
2. Protection and Indemnity and pollution-liability insurances sufficient (i) to comply with all applicable laws and requirements, including but not limited to all applicable flag-state, port-state and international requirements, and (ii) to cover Owner's indemnity obligations under this agreement.