

## Sabine District Schedule of Tugboat Rates Effective September 15, 2016

Services furnished by Seabulk Towing Services, Inc. or Seabulk Towing, Inc. in the area indicated above shall be at the following rates and shall be subject to Seabulk's standard Terms and Conditions for harbor tug services, which may be found at <http://www.seabulk towing.com/schedule-of-tariff/>, as in effect at the time the Services are performed (such terms and conditions are hereafter referred to as the "Terms"). Capitalized terms used in this Rate Schedule and not otherwise defined shall have the meanings given to them in the Terms.

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

	Sabine Jetty	Sabine Anchorage	Keith Lake Bend	Texas Isle	Valero	Port of Port Arthur	PABTEX	NRI	TOTAL	Port Neches	Smith's Bluff	Stanolind	Beaumont	Trinity	Port of Orange	Pier Road
Sabine Jetty		4,176	4,872	5,210	5,676	5,676	6,538	7,212	7,388	7,719	8,143	8,852	9,359	9,857	8,852	9,359
Sabine Anchorage	4,176		4,176	4,872	5,210	5,210	6,115	6,538	6,902	7,212	7,612	8,143	8,752	9,359	8,143	8,752
Keith Lake Bend	4,872	4,176		4,176	4,872	4,872	5,633	6,115	6,538	6,902	7,388	7,936	8,567	9,108	7,936	8,567
Texas Isle	5,210	4,872	4,176		3,412	3,599	5,210	5,633	5,886	6,479	6,902	7,906	8,385	8,852	7,719	8,385
Valero	5,676	5,210	4,872	3,412		5,210	5,676	6,115	6,538	6,902	7,612	8,143	8,752	9,359	8,143	8,752
Port of Port Arthur	5,676	5,210	4,872	3,599	5,210		4,872	5,016	5,210	5,633	6,538	7,388	7,719	8,143	7,212	8,143
PABTEX	6,538	6,115	5,633	5,210	5,676	4,872		4,176	4,872	5,210	5,633	6,538	7,388	7,719	6,115	6,538
NRI	7,212	6,538	6,115	5,633	6,115	5,016	4,176		3,599	5,041	5,419	6,115	6,978	7,612	5,676	6,115
TOTAL	7,388	6,902	6,538	5,886	6,538	5,210	4,872	3,599		4,872	5,210	5,633	6,538	7,388	6,115	6,538
Port Neches	7,719	7,212	6,902	6,479	6,902	5,633	5,210	5,041	4,872		4,872	5,210	5,633	6,538	6,538	7,388
Smith's Bluff	8,143	7,612	7,388	6,902	7,612	6,538	5,633	5,419	5,210	4,872		4,872	5,210	5,633	7,719	8,143
Stanolind	8,852	8,143	7,936	7,906	8,143	7,388	6,538	6,115	5,633	5,210	4,872		4,872	5,210	8,143	8,852
Beaumont	9,359	8,752	8,567	8,385	8,752	7,719	7,388	6,978	6,538	5,633	5,210	4,872		4,872	8,852	9,359
Trinity	9,857	9,359	9,108	8,852	9,359	8,143	7,719	7,612	7,388	6,538	5,633	5,210	4,872		9,359	9,857
Port of Orange	8,852	8,143	7,936	7,719	8,143	7,212	6,115	5,676	6,115	6,538	7,719	8,143	8,852	9,359		4,872
Pier Road	9,359	8,752	8,567	8,385	8,752	8,143	6,538	6,115	6,538	7,388	8,143	8,852	9,359	9,857	4,872	

Assisting Vessel from Sabine Sea Buoy to Sabine buoys 29/30	\$4,176
Assisting Vessel from Sabine Sea Buoy to Sabine Jetty	\$6,542
Assisting Vessel from Sabine Buoys 29/30 to Sabine Jetty	\$2,709
Assisting Vessel to turn in an area other than the immediate vicinity of berth and then dock (This also includes, but not limited to, service to Vessels above Texas Island to any facility behind Texas Island)	\$3,415
Assisting Vessel to undock and then turn in area other than the immediate vicinity of berth (This also includes, but is not limited to, undocking from Sun #5)	\$3,415
Assisting Vessel shifting berth to berth, same area	\$4,506
Assisting Vessel shifting same dock – line shift (add 25% for this service in Orange, Texas)	\$2,709
Turn Beaumont Basin and dock at ExxonMobil Chemical	\$3,600
Turn Beaumont Basin and dock at ExxonMobil Coke Dock or Martin Operating Partners (MOP)	\$4,176
Docking – Undocking, Turning, Assisting to or from anchor (add 25% for these services in Orange, Texas)	\$2,575

**2. NOTICE REQUESTED FOR ORDERING TUGS**

A minimum notice of 4 hours is requested for vessel arrivals. A minimum notice of 2 hours is requested prior to sailing or shifting. The assistance of the Customer and/or Vessel in providing these requested notices will assist in timely, efficient service.

**3. HOURLY RATES**

A rate of \$850.00 per Tug per hour or pro-rata for part of an hour applies for Tugs providing standby services and, unless otherwise specified, whenever specific rates are not provided in this Rate Schedule. This hourly rate shall commence upon the Tug leaving its berth or last job and shall terminate upon the Tug returning to its berth or alongside its next job. Hourly rates are calculated in fifteen (15) minute increments, rounded up to the next quarter hour, with a minimum charge of one hour. This hourly rate and all other hourly rates noted throughout this schedule are not subject to discount.

**4. ADDITIONAL TIME**

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 \$850.00 per Tug per hour or pro-rata for part of an hour. If the Vessel is detained for any reason not attributable to Seabulk after commencement of Services, all such waiting time shall be charged at a rate of \$850.00 per Tug per hour, or pro-rata for part of an hour.

**5. CANCELLATION**

When a Tug is deployed and is then cancelled, a charge of \$850.00 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 completes its previous job until it arrives back at the lay berth or reports to another job, with a minimum charge of one hour per Tug.

**6. 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

**7. DELAY TIME**

The rates noted in Section 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 \$850.00 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.

**8. ADDITIONAL CHARGE**

For Services performed between the hours of 19:00 and 07:00 on weekdays, and for Services performed during any hour on holidays, Saturdays or Sundays, a 35% additional charge will be added to all rates referred to in this Rate Schedule. If the holiday falls on a Saturday, the additional charge will be applicable to work performed on the prior Friday. If the holiday falls on Sunday, the additional charge will be applicable to work performed on the following Monday. When Services for which a fixed payment is assessed pursuant to Paragraph 1 are performed partially during an overtime period and partially during a straight time period, the Customer will be charged at the additional, overtime rate for the entire service period.

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

If Services of a tractor tug or SDM are required or requested, or if utilized in a single Tug assist, the tractor tug or SDM shall be charged at the effective Tug assist rate and / or any applicable hourly rate, in each case, increased by 25%.

**10. SPECIAL SERVICES**

When a Tug is called to render immediate Services to a Vessel in the harbor or elsewhere, the charge will be \$1,987.00 per Tug per hour or fraction thereof. Time will start when the Tug leaves from the point where she then is and will stop when the Tug arrives back at a designated lay berth or reports to another job. These charges are not subject to a discount.

**11. DEAD SHIP SERVICES**

In the event a Vessel is a Dead Ship at any time while Services are being provided, a 100% additional charge will be added to all Rates referred to in this schedule and are not subject to discount.

**12. EXCLUDED SERVICES**

This Rate Schedule and the Terms shall not apply to rescue towing, assisting Vessels aground or otherwise in peril, salvage and any other services not specified in this Rate Schedule. Such excluded services are subject to separate rates and terms and conditions to be mutually agreed by the parties.

**13. FUEL SURCHARGE**

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

**14. PAYMENT TERMS**

Payment terms are net thirty (30) days from the invoice date. 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 the Customer 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 the Customer 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.

**15. PERIODIC ADJUSTMENT**

This Rate Schedule and the Terms are each subject to periodic adjustment or amendment by Seabulk by posting, from time to time, an updated version to Seabulk's website at <http://www.seabulktowing.com/schedule-of-tariff/> at least 30 days prior to the effective date of such updated version.

**16. TERMS AND CONDITIONS OF SERVICE; ACCEPTANCE OF SERVICE**

All Services provided pursuant to this Rate Schedule shall be subject to the Terms, which may be found at <http://www.seabulktowing.com/schedule-of-tariff/>, as in effect at the time the Services are performed. By accepting the Services described in this Rate Schedule, the Customer shall be deemed to have agreed to and accepted this Rate Schedule and the Terms in all respects, regardless of whether or not any written acceptance is given.