

Lake Charles, Louisiana
Schedule of Tugboat Rates Effective
JUNE 1, 2017

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.seabulktowing.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)

	INTRACOASTAL CANAL	INDUSTRIAL CANAL	CLIFTON RIDGE	ROSE BLUFF	WESTLAKE CHEMICAL	CITY DOCK LAKE CHARLES	CONOCO / WESTLAKE
INTRACOASTAL CANAL		2,780	3,960	4,485	4,885	4,885	5,075
INDUSTRIAL CANAL	2,780		4,485	4,885	5,075	5,075	5,530
CLIFTON RIDGE	3,960	4,485		3,055	3,840	3,840	4,490
ROSE BLUFF	4,485	4,885	3,055		3,045	3,045	3,315
WESTLAKE CHEMICAL	4,885	5,075	3,840	3,045		3,045	3,045
CITY DOCK LAKE CHARLES	4,885	5,075	3,840	3,045	3,045		3,045
CONOCO / WESTLAKE	5,075	5,530	4,490	3,315	3,045	3,045	

DOCKING AND UNDOCKING VESSELS \$1,935
SHIFTING BERTH TO BERTH IN SAME ZONE \$2,025
SHIFTING BERTH TO ANCHORAGE IN SAME ZONE \$2,550
UNDOCK CLIFTON RIDGE, TURN VENCO \$3,055
UNDOCK CLIFTON RIDGE, TURN A-4, AND ASSIST TO CLIFTON RIDGE \$4,575
ASSISTING VESSEL WITHOUT POWER (DEAD) – TARIFF PLUS 35%
ASSISTING/ESCORTING VESSEL BELOW THE INTRACOASTAL CANAL – Hourly Rates Apply
RATES ON OTHER SERVICES AVAILABLE UPON REQUEST

LOCATION OF ANCHORAGES
Anchorage #1 – Westlake Zone
Anchorage #2 – City Dock Zone
Anchorage #3 – Westlake Zone
Anchorage #4 – Rose Bluff Zone
Anchorage #5 – Industrial Canal Zone
Anchorage #6 – Westlake Zone

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 \$1,375.00 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. ESCORTING:

If a vessel should require escorting or any other assistance below the Intracoastal Canal, the hourly rate will apply. For arriving vessels, time will commence when the tug leaves its berth or last job and terminate when the tug and inbound vessel passes the Intracoastal Canal. Upon reaching this point the tariff rates above will apply. For sailing vessels, the tariff rates above will apply until the tug and outbound vessel passes the Intracoastal Canal. At this point time will commence and continue until the tug returns to its berth or alongside next job. If a vessel requires assistance below the Intracoastal Canal then the hourly rate applies and time will commence when the tug leaves its berth or last job and terminate when the tug returns to its berth or next job.

5. ADDITIONAL TIME

The rates in Paragraph 1 include waiting time of up to one 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 hour when undocking (from the time the Tug reports at the scheduled sailing time). Waiting time for each Tug exceeding one hour shall be charged the rate of \$1,375.00 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 \$1,375.00 per Tug per hour, or pro-rata for part of an hour.

6. CANCELLATION

When a Tug is deployed and is then cancelled, the hourly rate will be charged per Tug per 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.

7. 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.

HOLIDAYS

New Year's Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day , Thanksgiving Day, Christmas Day

8. USE OF TRACTOR TUGS, ASD'S, ROTOR TUGS, OR SDM (Ship Docking Modules)

If Services of any of the above are required or requested, or if utilized in a single Tug assist, all applicable rates will be increased by 50%.

9. SPECIAL SERVICES

When a Tug is called to render immediate Services to a Vessel in the harbor or elsewhere, the charge will be \$1,650.00 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.

10. DEAD SHIP SERVICES

In the event a Vessel is a Dead Ship at any time while Services are being provided, a 35% additional charge will be added to all Rates referred to in this schedule and are not subject to discount.

11. 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.

12. FUEL SURCHARGE

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

13. SECURITY CHARGE

A fee of \$90.00 will be applied to each invoice to cover ISPS and US Government security requirements.

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.