McALLISTER TOWING AND TRANSPORTATION COMPANY, INC.,
PUERTO RICO BRANCH
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Schedule of Rates, Terms and Conditions
Published Date: November 1, 2026

This Schedule of Rates, Terms and Conditions (together with any amendments made in accordance with its terms, this "Agreement") is entered into by and between McAllister Towing and Transportation Company, Inc., Puerto Rico Branch (and its successors, "McAllister") and _____ [Instructions: *insert full legal name of entity*], a _____ [Instructions: *insert entity type*] formed or incorporated in _____ [Instructions: *insert jurisdiction of formation/incorporation*] (together with its subsidiaries, operating units, and affiliates, and with respect to any vessels owned, managed, chartered or operated by it or its affiliates, including any pooled vessels, and, if such entity is acting as pool manager, together with all pool participants from time to time and with respect to any vessels owned, managed, chartered or operated by such participants, collectively, the "Owner", McAllister and the Owner, together, the "Parties"). McAllister agrees to furnish Services and attend to all towage requirements for the Owner's vessels (each such vessel, a "Vessel" and collectively, the "Vessels"), and the Owner agrees to engage McAllister for all of its required Services and towage requirements at the Port of San Juan and at such other locations as may be mutually agreed upon (each, a "Port," and collectively, the "Ports") in accordance with this Agreement.

This Agreement consists of, and is subject to, the following components, each of which is incorporated by reference as if fully set forth herein, and as may be amended from time to time in accordance with this Agreement: (i) the introductory section of this Agreement, including the opening paragraphs, the "NOTES" section, the contact information and the execution blocks (collectively, the "Introductory Section"); (ii) Addendum 1 (the "General Service Terms"); and (iii) Addendum 2 (the "Port-Specific Rate Schedule" and, together with the General Service Terms, the "Addenda"). For clarity: the General Service Terms include standard terms that apply to all McAllister ports, including those of its Affiliates, while the Port-Specific Rate Schedule sets the pricing and commercial terms specific to the applicable Port. In the event of any conflict or inconsistency between any provision of the Introductory Section and any provision of the Addenda, and subject at all times to any contrary item expressly set forth in the "NOTES" section below, the following order of precedence shall apply: (i) first, the Introductory Section; (ii) second, Addendum 2; and (iii) third, Addendum 1. McAllister expressly rejects incorporation by reference of Owner's rates, terms or conditions whether online or otherwise unless expressly agreed to by McAllister in a signed writing that is expressly made a part of this Agreement.

The applicable version of this Agreement, including its Introductory Section and Addenda (as modified, where applicable, by any items agreed in the NOTES section between McAllister and a particular Owner), is the version then-published online (without Notes) at www.mcallistertowing.com and may be accessed under the "Ports & Rates" tab by selecting the applicable Port (e.g., San Juan) and clicking "View Tariff". The version of the Agreement posted for the Port, as of its stated published date, shall automatically become the governing agreement between the Parties, superseding any prior version of the Introductory Section and the Addenda as between McAllister and the Owner, and shall be incorporated by reference as if fully set forth herein, without need for further signature or written instrument, unless timely rejected in writing by the Owner as described below. For the avoidance of doubt, no such online publication or amendment shall, by itself, amend, delete or override any item set forth in the NOTES section for that Owner; such NOTES shall continue in full force and effect and, to the extent of any conflict, shall control over the corresponding provisions of the then-current Introductory Section or Addenda unless and until modified by a further written instrument signed by both Parties. The Owner is solely responsible for accessing and reviewing the applicable Agreement prior to any Service. Failure by the Owner to access or review the applicable Agreement shall not excuse or limit the Owner's obligations under it.

McAllister will provide to Owner written notice of any amendment to this Agreement at least thirty (30) days prior to the published date (i.e., the date such amendment is posted online). Unless a written rejection is received from the Owner before the published date, the amendment shall be deemed accepted and shall govern all Services performed thereafter, without the need for further signature or separate written instrument. If a timely written rejection is received, the proposed amendment shall not take effect as to the Owner, and McAllister may, in its sole discretion, with respect to the Owner: (a) withdraw the proposed amendment in whole or in part; (b) amend all or a portion of the proposed amendment; or (c) terminate this Agreement upon thirty (30) days' written notice. Upon written request, McAllister will provide the Owner with a copy of the then-applicable Agreement, including all applicable rates, terms and conditions, and its incorporated Introductory Section and Addenda, in electronic or written format.

The Parties agree that any items inserted in the "NOTES" section below at the time of execution, or subsequently added by written amendment or other written instrument signed by both Parties (or their duly authorized representatives), are hereby incorporated into and form a part of this Agreement. For the avoidance of doubt, if any item in the "NOTES" section expressly amends or conflicts with this Agreement (including its Introductory Section and Addenda), such item shall control and supersede the conflicting provision, solely as between McAllister and the Owner, and solely with respect to the Services expressly covered by such NOTES.

NOTES:

***When filled in, information in this NOTES section is confidential and proprietary to McAllister and the Owner and may not be disclosed to any third party without McAllister's prior written consent, except as required by law or regulation (with prior notice where legally permissible).**

CONTACT INFORMATION FOR OWNER: Owner shall provide and maintain current contact details for the functions listed below. Updates to this section may be made by written notice (including email) from the Owner to McAllister, without the need for a formal amendment, provided such updates do not alter the substantive rights or obligations of either Party. McAllister may likewise update its own contact information from time to time by written notice (including email) to the Owner.

A. Commercial Contact

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

B. Billing Contact

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

C. Notices/Operations

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

D. Legal/Service of Process

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

E. Emergency Contact (24/7)

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

F. Other Contacts (Optional)

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

By signing this Agreement, any person or company who orders Services or any towage requirements represents and warrants that it is authorized to do so on behalf of the Owner of the Vessel to be assisted. Such person and/or company further agrees to indemnify and hold McAllister harmless from any and all damages and expenses that may be sustained or incurred by McAllister in the event, and in consequence of, such person or company not having such authority.

Except as otherwise provided herein, this Agreement shall remain in effect for one (1) year from its effective date and shall continue thereafter from year to year unless terminated by either Party by giving at least thirty (30) days' written notice of termination to the other Party prior to any annual expiration date.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement, including the Introductory Section, Addendum 1 and Addendum 2, as of the date of acceptance by the Owner or its representative as set forth below, or, if a different effective date is stated in the "NOTES" section above, as of such effective date.

AGREED AND ACCEPTED FOR AND ON BEHALF OF "McALLISTER":	**AGREED AND ACCEPTED FOR AND ON BEHALF OF THE ENTITY DEFINED AS "OWNER" HEREIN** *(Including, if applicable, its affiliates, subsidiaries, operating units, and, if acting as pool manager, all pool participants as defined herein.)*
McALLISTER	**OWNER**
McALLISTER TOWING AND TRANSPORTATION COMPANY, INC., PUERTO RICO BRANCH	**Legal Name of Signing Entity** *(Owner, Charterer, Agent, or Pool Manager):*
By:	**Entity Type** *(Inc., LLC, LLP, etc.)***:**
Name:	**Jurisdiction of Incorporation/Formation:**
Title:	**Capacity** *(check one):* ☐ Owner/Charterer ☐ Agent for Owner ☐ Pool Manager (incl. pool participants)
Date:	**By:** *(as duly authorized representative of the above-named signing entity, in the capacity indicated, with the authority and indemnity provided in this Agreement)*
Phone:	**Name:**
Email:	**Title:**
	Date of Acceptance:
	Address:
	Phone:
	Email:
	Other Owners / Affiliates / Participants:

For the avoidance of doubt as to the applicability of McAllister's standard online Schedule of Rates, Terms and Conditions when no written towage agreement is in place, the following shall apply: UNLESS A VESSEL IS SUBJECT TO A WRITTEN TOWAGE AGREEMENT WITH McALLISTER, ALL SERVICES REQUESTED BY OR ON BEHALF OF A VESSEL ARE PERFORMED SUBJECT TO McALLISTER'S ONLINE SCHEDULE OF RATES, TERMS AND CONDITIONS FOR THE RELEVANT PORT(S) POSTED AT WWW.MCALLISTERTOWING.COM AND ACCESSIBLE UNDER THE "PORTS & RATES" TAB BY SELECTING THE APPLICABLE PORT AND CLICKING "VIEW TARIFF" (THE "ONLINE SCHEDULE") IN EFFECT AS OF THE DATE OF SERVICE AT THE PORT FROM WHICH A TUG IS DISPATCHED. THE ONLINE SCHEDULE INCLUDES ALL LIMITATIONS, DISCLAIMERS, CONDITIONS OF SERVICE, AND OWNER OPTIONS. McALLISTER EXPRESSLY REJECTS INCORPORATION BY REFERENCE OF OTHER PARTIES' ONLINE RATES, TERMS, OR CONDITIONS. IF A VESSEL IS SUBJECT TO A WRITTEN TOWAGE AGREEMENT WITH McALLISTER, THAT AGREEMENT SHALL GOVERN. WHERE, AND TO THE EXTENT THAT, SUCH AGREEMENT EXPRESSLY INCORPORATES THE ONLINE SCHEDULE FOR MATTERS NOT ADDRESSED THEREIN, THE ONLINE SCHEDULE SHALL APPLY TO THAT EXTENT. NO RATE, TERM OR CONDITION IN THE ONLINE SCHEDULE MAY BE DELETED OR MODIFIED BY OWNER UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY AN OFFICER OF McALLISTER.

ADDENDUM 1

GENERAL SERVICE TERMS

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

"Affiliate": An affiliate of, or person affiliated with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

"Anchoring": Services rendered to assist a Vessel to move to or from an anchorage and does not include Docking/Undocking the Vessel.

"Docking/Undocking": Services rendered to assist a Vessel using its own propelling power from the stream to a dock or from a dock to the stream.

"Escorting/Tethered Escort Services": Escorting is when a Tug is requested or required to attend a Vessel during transit and provide assistance beyond the standard Docking/Undocking operations within the port. Tethered Escort Services refers to Escorting when the Tug is physically connected to the Vessel by a line during these Services.

"General Service Terms": The general service terms applicable to the Ports as set forth in this Addendum 1 as such may be amended from time to time.

"Holidays": New Year's Day, Martin Luther King Jr. Day, President's Day, Easter Sunday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Day and any national holiday hereafter designated by the federal government. In the event any of the above days fall on a Saturday or Sunday, the following Monday will be observed as such Holiday.

"McAllister": McAllister Towing and Transportation Company, Inc., Puerto Rico Branch, and its successors performing the relevant Services from time to time.

"McAllister Interests": McAllister and the Tugs providing Services pursuant to this Agreement, and each of their respective owners, officers, directors, employees, affiliates, operators, charterers, managers, underwriters, insurers, masters and crews.

"McAllister Station": The Tug's customary berth at the McAllister facility or, if applicable, the berth or other place from which the Tug was dispatched to perform the relevant Services and/or to which it proceeded following the provision of such Services.

"Owner": as defined on page 1 of this Agreement.

"Port" or "Ports": as defined on page 1 of this Agreement.

"Port Specific Rate Schedule": The Port Specific Rate Schedule for the Ports annexed hereto as Addendum 2.

"Sanctioned Activity": Any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.

"Sanctioning Authority": The United States of America, United Nations, European Union, United Kingdom, or any other applicable competent authority or government.

"Sanctioned Party": Any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

"Services": Any activities or services which a Tug provides to the Vessel, including but not limited to Anchoring, Docking, Undocking, Escorting/Tethered Escort Services, Shifting Services, hourly or standby services, line handling, or any of the other actions a Tug or its crew may be requested or required to provide.

"Shifting Services": Services to assist with the movement of a Vessel along the face of a berth or turning the Vessel at the berth and not constituting a Docking/Undocking.

"Towed Vessel": A Vessel that at the commencement of any Services is: (i) non-self propelled; or (ii) does not have use of or will not be using its propelling power and/or steering including, but not limited to, barges and deadships.

"Tug or Tugs": The tugboat or other vessel provided or arranged by McAllister to perform the requested Services.

"Vessel" and "Vessels": Shall have the meaning given to those terms on page 1 of this Agreement

RATES: The Docking/Undocking fees, hourly rates, surcharges and other fees for the Services are set forth in this Agreement and are quoted and payable in United States Dollars.

NOTIFICATION: Owner shall provide a minimum of forty-eight (48) hours advance notice of time of arrival and twenty-four (24) hours advance notice from sailing time. Definite notice for all Services shall be at least four (4) hours prior to the time the Tug is required.

OTHER SERVICES: Prices for services rendered in connection with Towed Vessels, salvage, Vessels aground or in distress, when services are performed during heightened Coast Guard port conditions, and any other service not covered by this Agreement may be separately quoted upon request. These services may be governed by the terms and conditions of a BIMCO contract or such other contract as may be agreed by the Parties. However, in all such cases, all rates, terms and conditions contained in this Agreement shall apply to all matters and issues where any such BIMCO contract or other contract is silent. If no such BIMCO contract or other contract is entered into with respect to any service described in this paragraph, such service shall be provided solely under and subject to this Agreement (including, where applicable, the Towed Vessel provisions set forth below). For the avoidance of doubt, any services described in this paragraph (including services rendered to a Towed Vessel under this Agreement) shall, to the extent relevant and as the context may require, be treated as "Services" provided to a "Vessel" for purposes of the provisions of this Agreement that refer to the Vessel or to Services, including without limitation those appearing in this Addendum 1 under the headings LIMITATION OF LIABILITY, FORCE MAJEURE, EMPLOYMENT OF OTHER TUGS, CLAIM TIME LIMITS AND FORUM, PILOTAGE, TAXES, FUEL SURCHARGE, CHANGE IN CONDITIONS, CONTRACT TERMINATION, SECURITY, PAYMENT TERMS, EQUAL OPPORTUNITY EMPLOYER, SEVERABILITY & ENFORCEABILITY, WAIVER OF SOVEREIGN IMMUNITY, SANCTIONS and ENTIRE AGREEMENT, and any other provisions of this Agreement that, by their terms, apply generally to Services or to a Vessel.

TOWED VESSEL TERMS. For all services rendered to a Towed Vessel under this Agreement, McAllister and Owner agree as follows: In consideration of the uncertain towage characteristics of a Towed Vessel and McAllister's agreement to furnish services to said Towed Vessel hereunder, Owner agrees (i) to maintain hull and machinery insurance in an amount at least equal to the full value of the Towed Vessel, (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 McAllister Interests as named assureds or joint members (as applicable) with waiver of subrogation and any rights of recovery in favor of said assureds in all said policies.

EVIDENCE AND PRIORITY OF COVERAGE. Owner shall be responsible to McAllister Interests for any deductibles maintained with respect to said insurances. Owner further agrees to provide to McAllister proper evidence of such insurance prior to commencement of a Towed Vessel move. For an absence of doubt, it is the intent of this paragraph to extend to McAllister Interests, as primary cover for any liability arising out of performance of services hereunder to a Towed Vessel for which McAllister Interests may be liable, the enumerated insurances maintained by Owner on the Towed Vessel assisted. The Limitation of Liability terms set forth herein shall apply to all Services rendered to a Towed Vessel. Owner shall make all necessary arrangements for a master and, if required or deemed advisable, a duly licensed pilot to serve aboard the Towed Vessel, and to direct the navigation of the flotilla.

SEAWORTHINESS AND INSPECTION WAIVER. Owner shall fit out, make ready, and exercise due diligence to assure seaworthiness of a Towed Vessel that is the subject of towage services in a proper and sufficient manner in all respects, including without limitation being responsible for lights, chain bridle, signaling equipment, manning, load line certificates, loading, stowage, securing, trimming, inspecting, surveying, and discharge. Upon request, Owner will provide an unconditional certificate of tow worthiness for the Towed Vessel issued by a recognized firm of marine surveyors. Irrespective of whether the McAllister Tug is the lead tug on the job or not, McAllister Interests will not be required to verify that the Towed Vessel is loaded below her marks and appears capable of being navigated in expectable weather, without regard to the condition of the Towed Vessel. McAllister Interests shall have no responsibility in respect of any such matters, such responsibility resting solely with Owner and, where a third-party lead tug is engaged for the move, such third-party lead tug. McAllister Interests shall be under no obligation to inspect the Towed Vessel for seaworthiness prior to sailing, and no such inspection by McAllister Interests shall constitute approval of the Towed Vessel's condition or be deemed a waiver of the foregoing warranty by Owner. Owner shall and shall cause any third party lead tug to hold harmless, indemnify and defend the McAllister Interests against claims, loss, damage or liability arising out of unseaworthiness of the Towed Vessel, or by any deficiency in, or failure of, its equipment or the personnel on board or any violation of law or regulation related to the Towed Vessel or its cargo.

CARGO CARRIAGE TERMS AND THIRD-PARTY BENEFICIARIES. If the Towed Vessel is used to transport third party cargo, Owner agrees that such cargo shall be transported under bills of lading or contracts of affreightment which are standard in the trade of said cargo, and said instruments shall include, where applicable, the New Jason Clause, Himalaya Clause, Both to Blame Collision Clause, and exceptions clauses embodying all limitations of liability permitted under applicable law. All exceptions, exemptions, defenses, immunities, limitations of liabilities, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute rule or regulation for the benefit of McAllister Interests, Owner or any third party lead tug shall also apply to and for the benefit of demise charterers, sub-contractors, operators, master, officers and crew of the McAllister Interests, their corporate parents, subsidiaries, affiliates, directors, officers, agents, and all parties performing services within the scope of this Agreement, or on behalf of the McAllister Interests, or Owner as servants, agents and subcontractors of such parties. McAllister Interests and Owner shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities, and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, entities and vessels.

FORCE MAJEURE: McAllister Interests shall not be responsible or liable for any expense, loss, damage or claim of whatsoever nature caused by or resulting from delays, failures, acts or omissions hereunder in the performance of Services due to strikes, lockouts, labor disturbances, workforce unavailability, riots, fire, earthquakes, storm, lightning, government-imposed measures responding to the outbreak of a communicable and/or infectious disease, epidemics, pandemics, war, disorders, acts of God, acts of the public enemy, acts of government or public authority, terrorists, port congestion, shortage of Tugs, mechanical breakdowns, priorities in service, or any other cause of whatsoever nature beyond the Parties' reasonable control.

Should the occurrence of any of the foregoing events (or other similar emergency McAllister determines is beyond McAllister's control) cause a material increase in McAllister's operating costs; McAllister may issue a notice of an emergency surcharge. The emergency surcharge shall be in effect for all Services provided after the date of such notice until McAllister issues a subsequent notice discontinuing such emergency surcharge. The emergency surcharge shall be reasonably calculated to compensate McAllister for such increase in operating costs. Owner agrees to pay each such emergency surcharge.

EMPLOYMENT OF OTHER TUGS: All or part of any service performed hereunder may be subcontracted without notice to Owner. Any such subcontractor shall be considered an independent contractor and not an agent, servant or employee of McAllister. If at any time McAllister Tugs are not conveniently available for the required Services, McAllister will endeavor to designate or engage other Tugs from other sources to provide some or all of the Services, but McAllister Interests shall not be responsible or liable for damages if McAllister is unable, at any time, for any reason, to arrange such Services. Any non-McAllister Tug designated or engaged by McAllister to perform Services under this Agreement, and said Tug owners, master and crews shall have, while performing such Services, the benefit of all the terms and conditions contained herein or otherwise agreed between McAllister and Owner, and shall be considered third party beneficiaries of this Agreement and all limitations of liability herein.

Further, in agreeing to endeavor to provide this substitute Service, it is understood and agreed that McAllister Interests do not expressly or implicitly warrant the seaworthiness, power, equipment, performance or competency of the Master, crew or any Tugs used or engaged by McAllister to supply the Services requested by Owner. If for any reason, at any time, McAllister is unable or otherwise unwilling, in its sole discretion, to provide Tugs to serve Owner's Vessel, Owner is at liberty to engage Tugs from any other owner or operator. In such circumstance, McAllister shall have no obligation to reimburse Owner for any price differential or any other cost incurred by Owner.

CLAIM TIME LIMITS, FORUM AND JURY WAIVER: Owner shall notify McAllister of any claim, including damage to any Vessel that allegedly occurred during performance of the requested 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, failure to provide such notice within 48 hours shall be deemed a waiver of said claim. McAllister 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 McAllister Interests, or any of them, shall be commenced within one (1) year after the occurrence (whether known or unknown) giving rise to the claim, failing which said claim shall be deemed waived.

This Agreement 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 that would require the application of another state's laws. The Parties agree that any action, suit or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be brought exclusively in the United States District Court for the District in which such Services are performed or, if said court shall not have jurisdiction thereof, then exclusively in a state court of the jurisdiction in which such Services are performed. Each of the Parties: (a) irrevocably and unconditionally submits to the exclusive jurisdiction of said courts with respect to any action, suit or proceeding arising out of or related to this Agreement or the Services provided hereunder; and (b) irrevocably and unconditionally waives any claim that any such action, suit or proceeding brought in said courts has been brought in an inconvenient forum. Service of process in connection with any such action, suit or proceeding brought in any such courts may be made in any manner provided for in Section 311 of the New York Civil Practice Law and Rules or Rule 4(e) of the Federal Rules of Civil Procedure. Service of process may also be made, at the election of the Party commencing suit, by certified mail, return receipt requested, at the address provided at the top of page 1 for McAllister and, with respect to the Owner, at the Address for Service of Process set forth under the Owner's signature on page 2. The Parties acknowledge that service of process by certified mail, return receipt requested, shall be complete upon the Party's actual receipt of process or upon the serving Party's receipt of the Return Receipt thereof by the United States Postal Service marked as refused. To the extent that this Agreement is signed by an agent or other representative of the Owner, such agent or representative shall be deemed an agent of the Owner for the purpose of accepting service of process with respect to any action, suit or proceeding arising out of or related to this Agreement or the Services provided hereunder. The Parties agree that a final judgment in any such action, suit or proceeding brought in any such court shall be conclusive and binding upon the Parties and may be enforced in any other courts to whose jurisdiction a Party is or may be subject by suit upon such judgment.

THE PARTIES IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR DISPUTE ARISING IN WHOLE OR IN PART OUT OF THE RATES, TERMS AND CONDITIONS OF THIS AGREEMENT OR THE PROVISION OF SERVICES TO A VESSEL.

LIMITATION OF LIABILITY: The furnishing of any Services or anything done in connection therewith, shall not be construed to be or to give rise to a personal contract, and McAllister 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.

McALLISTER WARRANTS THE EXERCISE OF REASONABLE CARE IN THE PERFORMANCE OF SERVICES BUT DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE SERVICE.

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, McAllister 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 Services requested by Owner, up to a maximum aggregate amount of two hundred fifty thousand dollars (U.S.$250,000.00). Owner understands and agrees that Services provided hereunder are rendered at all times under the supervision and command of Owner's 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 McAllister Interests. Owner further understands and agrees that the rates charged by or on behalf of McAllister for Services are predicated upon the limitations of liability and the indemnities set forth herein. Should Owner desire that McAllister Interests retain liability in excess of two hundred fifty thousand dollars (U.S. $250,000.00) it will notify McAllister in writing, whereupon McAllister will quote rates for Services hereunder predicated on the requested higher liability limits. Any such quote must be accepted by Owner in writing at least twenty-four (24) hours prior to commencement of 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 McAllister 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.

Owner and any Vessel assisted hereunder assume all risk of, and shall defend and indemnify McAllister Interests from and against, any and all loss or damage sustained by Owner or the Vessel assisted, McAllister 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.

Notwithstanding anything to the contrary in this Agreement or elsewhere, the rates charged hereunder are also predicated on the fact that McAllister Interests shall have no liability for any consequential, punitive, exemplary or special damages of any kind howsoever arising.

Owner agrees to indemnify, defend and hold McAllister Interests harmless from and against any and all claims, demands, causes of action, liabilities and costs (including attorney's fees, penalties, fines and third-party claims of whatever nature) in excess of the applicable limitation amounts set forth above that are attributable to the acts or omissions, whether or not negligent, of McAllister Interests, or any of them, or to unseaworthiness of any Tug and which arise out of or in connection with any occurrence or series of occurrences related to the provision of Services pursuant to this Agreement. The Parties intend for this indemnity to apply in all instances including, without limitation, allisions, collisions, personal injury, fire, explosion, grounding, oil spills and third-party claims. Owner warrants that Owner possesses 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 Services requested, with all rights of subrogation for losses under said insurances waived as to McAllister Interests, and with McAllister Interests entitled to all benefits under said insurances of a named assured or joint member, as applicable.

Nothing herein shall preclude McAllister Interests from recovering from any responsible party for any damages sustained by any Tugs or their Masters or crews, providing Services hereunder.

PILOTAGE: McAllister Interests do 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 onboard 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 and her Owner or 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 McAllister Interests and McAllister 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 McAllister.

In consideration of McAllister transporting a docking and/or state pilot without charge to and/or from the Vessel being assisted hereunder, Owner agrees that it shall indemnify, defend and hold harmless McAllister 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 McAllister to or from the Vessel being assisted, excepting only any injury sustained by said pilot to the extent attributable to the gross or willful negligence of McAllister. As used herein, the term "being transported by McAllister" shall include, without limitation, all time when the pilot is (i) present on McAllister shoreside premises enroute to or from the Vessel being assisted, and (ii) boarding, on board or disembarking from a Tug or other vessel supplied by or on behalf of McAllister Interests. As used herein the term "pilot" shall also include any assistant pilot, trainee or other person who may accompany the pilot in any capacity.

TAXES: Any transportation, use, sales or any similar federal, state or local taxes or fees levied with respect to the provision of Services hereunder shall be paid by Owner.

FUEL SURCHARGE: All rates published in this Agreement are subject to: (i) prevailing fuel surcharges and (ii) renewable diesel surcharges when such fuel is available in the Port and requested by the Owner, which are available upon request and may change at any time without prior notice.

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 McAllister to make capital improvements to the Tugs to provide Tugs with higher horsepower or different operational capabilities or that obligates McAllister to operate the Tugs in a different manner or with a different crew complement that increases its operating costs, McAllister shall have the right to propose amendments to the rates, terms and conditions set forth in this Agreement in order to reflect the new requirements and, as applicable, mitigate the costs thereof. If Owner 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 McAllister, shall come into effect and the objecting party may terminate its obligations to McAllister with respect to future Services.

CONTRACT TERMINATION: If at any time during the term hereof, McAllister reasonably concludes that the solvency or financial condition of Owner is threatened it may, in its sole discretion, cancel this Agreement, such cancellation to take effect immediately upon receipt by Owner of email or other written notification thereof. If, subsequent to cancellation, Owner provides to McAllister evidence concerning its ability to meet their current and future financial obligations, McAllister may, in its sole discretion, elect to reinstate this Agreement effective upon receipt by Owner of email or other written notification thereof.

SECURITY: Owner acknowledges McAllister's long term and substantial presence in the Ports and waives any right to demand that McAllister post security in connection with any claim by or on behalf of Owner 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 in connection with this Agreement. Notwithstanding the foregoing, if McAllister agrees, upon request, to post as security a letter of undertaking by McAllister's P&I club in a form determined by that P&I club, Owner agrees for all purposes that such letter of undertaking shall constitute acceptable security.

PAYMENT TERMS: Net 30 days. In the event that full payment is not made when due, McAllister shall be entitled to recover all costs of collection including reasonable attorney's fees and court costs, and 1.5 % interest per month on all outstanding balances. Payments received by 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 issued to Owner commencing with the oldest such invoice and then to each subsequent such invoice and SECOND to satisfy all charges for Services 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, McAllister is relying upon the credit of the Vessel, and maintains its right to assert a lien against said Vessel for any amounts due for Services rendered, including those referenced above.

EQUAL OPPORTUNITY EMPLOYER: McAllister hereby certifies it is an Affirmative Action Equal Opportunity Employer and complies with the requirements of the Fair Labor Standards Act.

SEVERABILITY & ENFORCEABILITY: In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

WAIVER OF SOVEREIGN IMMUNITY: If Owner is incorporated or formed outside the United States, then, in respect of itself and any of its present or future assets, vessels and/or properties, if Owner has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, arising out of or related to this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction or judgment of any court, tribunal, arbitrator or arbitration panel, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Owner hereby expressly and irrevocably waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right, claim or immunity in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, Owner further agrees that the waivers set forth herein shall have the fullest extent permitted under, and are intended to be irrevocable for purposes of, the Foreign Sovereign Immunities Act of 1976 of the United States. Any attempt by the Owner to revoke the foregoing waiver of sovereign immunity shall be null and void.

SANCTIONS: Owner warrants that at the date of this Agreement and throughout its duration it, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party. If at any time Owner is in breach of this clause, then McAllister may terminate and/or claim damages resulting from the breach.

ENTIRE AGREEMENT: This Agreement including the Introductory Section and the Addenda hereto sets forth the entire understanding of the Parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and except as otherwise provided herein, may be modified only by a written instrument duly executed by each Party.

ADDENDUM 2

PORT SPECIFIC RATE SCHEDULE

PORT OF SAN JUAN

ALL RATES CONTAINED IN THIS SCHEDULE ARE CALCULATED BASED ON NON-PEAK HOURS. SERVICES PERFORMED DURING PEAK HOURS MAY BE SUBJECT TO PEAK HOUR AND/OR HOLIDAY CHARGES AS WELL AS ANY ADDITIONAL SURCHARGES OR OTHER CHARGES SET FORTH HEREIN.

RATES ARE IN U.S. DOLLARS, BASED ON THE HIGHEST NET REGISTERED TONNAGE (NRT) OF THE VESSEL AS PUBLISHED IN THE THEN-CURRENT EDITION OF "LLOYDS'S REGISTER OF SHIPS" AT THE TIME SERVICES ARE PROVIDED, AND TO THE APPLICABLE HOURLY RATE FOR THE GEOGRAPHICAL ZONE OR HARBOR CHANNEL WHERE THE WORK IS PERFORMED. SHOULD THE VESSEL TYPE NOT HAVE AN ASSIGNED NRT, APPLICABLE RATES WILL BE PROVIDED UPON REQUEST.

ALL RATES APPLY FOR A BASE PERIOD OF ONE (1) HOUR OR FRACTION THEREOF. TIME IN EXCESS OF THE ONE (1) HOUR BASE PERIOD, WILL BE PRORATED TO THE NEXT HALF (1/2) HOUR. RUNNING TIME AT THE HOURLY RATE IS APPLICABLE BASED ON THE SCHEDULE BELOW.

"Peak Hours": Shall mean the hours from 0430-0730 and from 1630-1930 local time.

PEAK HOUR SERVICE: Services performed during Peak Hour may be assessed a 25% peak-hours surcharge in addition to such other fees, surcharges, rates and charges specified in this Agreement.

HOURLY RATES FOR NON-PASSENGER VESSELS: Services for non-passenger Vessels will be billed at an hourly rate per Tug of $6,500.00, subject to a one (1) hour minimum. Where a tractor Tug is utilized, the applicable hourly rate for that tug will be $8,650.00, subject to a one (1) hour minimum. For Services provided to LNG Vessels, a surcharge of fifty percent (50%) will be added to the applicable tractor Tug hourly rate. All hourly rates for non-passenger Vessels will be prorated to the next one-half (1/2) hour increment. Time is chargeable based on the Schedule of Running Time set forth below.

For illustrative purposes, and without limitation, the following categories of Services for non-passenger Vessels are billed on an hourly basis in accordance with the foregoing rates:

a) **Standby or attendance** to the Vessel being assisted, including service at anchorage, or similar Services in the approaches to the Bar Channel, other than LNG Vessel Standby described below.

b) **Assistance in connection with the movement of a Vessel** from stream to berth, berth to stream, berth to berth, berth to anchor, anchor to berth and anchor to anchor, and escorting, whether or not the Tug is made fast to the Vessel.

REGULATORY OR PILOT-REQUIRED SERVICES: Any Services requested by or on behalf of a Vessel that are performed in response to, or as a result of, any requirement, direction or instruction of the U.S. Coast Guard, any other governmental or regulatory authority, port authority, terminal, Pilot or pilot association shall be billed at the applicable rates and charges set forth in this Port Specific Rate Schedule, unless otherwise expressly agreed in writing by McAllister.

HOURLY RATE FOR PASSENGER VESSELS: The following schedule of rates applies for each Docking or each Undocking of a Passenger Vessel in the Port of San Juan in clear weather and safe berths.

The charges specified in this Port Specific Rate Schedule for Passenger Vessels apply for services up to one (1) hour. Thereafter, the hourly rate per Tug will apply, prorated to next half (1/2) hour, time is chargeable based on the Schedule of Running Time below.

SCHEDULE OF RATES FOR PASSENGER VESSELS PER SERVICE (BASE PERIOD – ONE HOUR):

NET REGISTERED TONS	ZONE 1	ZONE 2
Up to 20,000 NRT	$6,330.00	$7,913.00
For each additional 2,500 NRT up to 60,000 NRT	$383.00	$463.00
For each additional 2,500 NRT or portion thereof over 60,000 NRT, add:	$228.00	$248.00

SCHEDULE OF RUNNING TIME:

ZONE	RUNNING TIME CHARGES
1	0.25 HOUR
2	0.50 HOUR
3	1.00 HOUR

ZONES FOR RATE SCHEDULE USE:

Zone 1 - Anegado Channel, San Antonio Approach Channel and San Antonio Channel

Zone 2 - Bar Channel (including Seabuoy), Army Terminal Channel, Army Terminal Turning Basin, Graving Dock Channel, Graving Dock Turning Basin, Puerto Nuevo Channel

Zone 3 - Approaches to Bar Channel (including Pilot Station)

HOLIDAYS: When Services are provided on a Holiday, an additional surcharge of 35% in addition to all other rates in this Schedule shall apply. If Tug Services commence on a regular day and conclude on a Saturday, Sunday or Holiday, or vice versa, the surcharge shall apply.

HOLIDAYS OBSERVED: All Holidays specified in Addendum 1 of this Agreement as well as Munoz Rivera's Birthday, Constitution Day, Barbosa's Birthday, Three Kings Day, De Hosto's Birthday, Good Friday, Abolition Day and Discovery of Puerto Rico Day.

ESCORT/TETHERED ESCORT: Should a Tug be requested or required to provide Escorting/Tethered Escort Services to a Vessel, the rate of $8,650.00 per hour per Tug with a one (1) hour minimum will be charged. Time in excess of the one (1) hour period, will be prorated to the next half (1/2) hour. Running time charges are extra and shall be charged in accordance with the Schedule of Running Time above.

LNG VESSEL STANDBY: Where one or more tugs is ordered to provide standby services in connection with transits in the vicinity of a LNG vessel, the LNG Vessel Standby shall be billed at the rate of $10,000.00 per hour per Tug with a one (1) hour minimum. This charge will apply whether the additional tug is guarding the LNG vessel or following the transiting vessel. Time in excess of the one (1) hour period will be prorated to the next half (1/2) hour. Running time charges are extra and shall be charged in accordance with the Schedule of Running Time above.

HIGH BOLLARD PULL TUG: If a Tug with a bollard pull equal to or exceeding 75 metric tons (MT) is specifically requested or required to provide Services to a Vessel, a surcharge of two times any applicable rate(s) per Tug shall be applied. The application of this surcharge shall be based on McAllister's operational assessment of the Tug's capabilities.

LINE HANDLING: Should a Tug be requested to perform line handling Tug Services by the Master, Pilot, Agent, Vessel Owner/Operator, or Terminal, the hourly rate per Tug shall be $1,992.00 per line handler. In addition, McAllister shall not assume any liability and shall be held harmless by Owner for conducting such line handling operations.

VESSEL MANEUVERABILITY: All rates contained herein are calculated based on a Vessel operating under its own propelling power. Should a Vessel be receiving Services while not under its own propelling power or lose her ability to maneuver (power or steering) while Services are being rendered, the Vessel will incur an additional minimum charge of two hours at the hourly rate of $6,500.00 per hour per Tug.

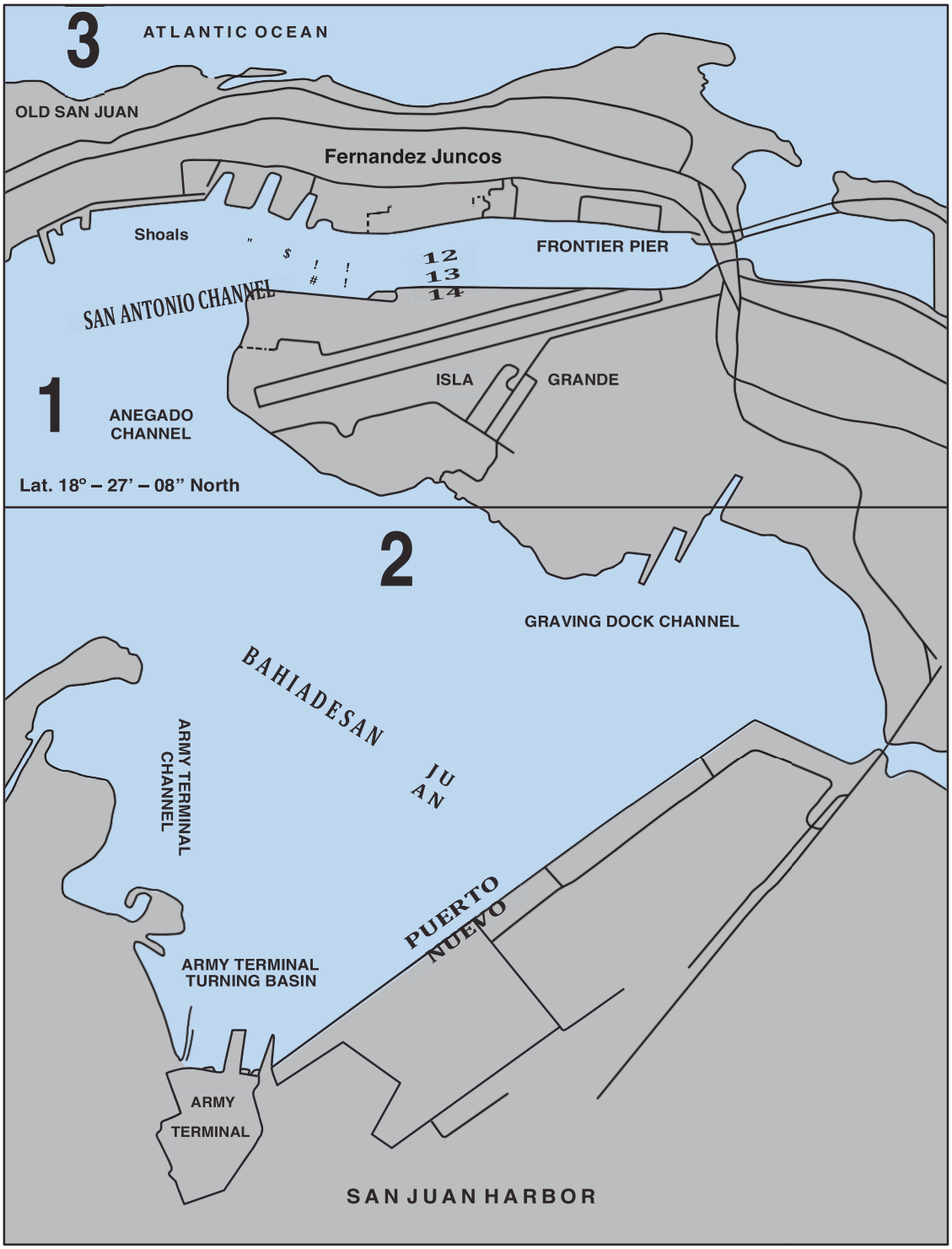
SUB-FENDERED TUGS: rates available upon request.

DETENTION: For detention of a Tug caused by the Vessel not being ready or other conditions beyond McAllister's control, the time of detention will be charged at the rate of $4,200.00 per hour, per Tug prorated to the nearest one half (1/2) hour after the time the Tug reports for Tug Services (but not earlier than the time ordered), any fraction thereof to be charged at full one half (1/2) hour increments. Detention shall also be charged at $4,200.00 per hour, per Tug prorated to the nearest one half (1/2) hour, any fraction thereof to be charged at full one half (1/2) hour increments, for any delay after movement of a Vessel has commenced, in proceeding towards berth, or in berthing when such delay is caused by circumstances beyond the control of the Tugs. With respect to Docking and Undocking delays, the detention charge shall be $4,200.00 per hour, per Tug prorated to the nearest one half (1/2) hour, any fraction thereof to be charged at full one half (1/2) hour increments. Detention Rates are subject to Peak Hour surcharge and Holiday surcharge provisions.

ADDITIONAL TUGS REQUIRED: When more than two (2) Tugs are required to assist a Vessel in conditions such as weather, tidal conditions, congestion, difficult berths, congested berths, USCG mandated regulations, request by Master, Pilot or Port Agent or any other factors required, there will be an additional charge of fifty (50) percent of the normal Docking or Undocking charge per additional Tug(s).

SHIFTING BARGES: Shifting barges, scows, or lighters for clearing berths whether or not in connection with a Docking or a sailing. For all services or assistance not specifically covered by stated rates in this Port Specific Rate Schedule, such special rates or compensation shall be charged for as may be mutually agreed upon by McAllister and the parties at interest.

CANCELLED ORDERS: When a Tug is ordered and then cancelled, a charge of two-thirds (2/3) of the applicable rate will be made. When an order is cancelled after a Tug is dispatched to the location ordered, the charge will be three-quarters (3/4) of the applicable rate, plus any detention incurred. There will be no charge if the orders are cancelled at least four (4) hours prior to the ordered time. Cancellation rates are subject to zone surcharge based on the hourly rate multiplied by zone running time, Peak Hour surcharge and Holiday surcharge, as applicable.


3
ATLANTIC OCEAN
OLD SAN JUAN
Fernandez Juncos
Shoals
FRONTIER PIER
12
13
14
SAN ANTONIO CHANNEL
ISLA
GRANDE
1
ANEGADO
CHANNEL
Lat. 18° – 27' – 08" North
2
GRAVING DOCK CHANNEL
BAHIADESAN
JU
AN
ARMY TERMINAL
CHANNEL
PUERTO
NUEVO
ARMY TERMINAL
TURNING BASIN
ARMY
TERMINAL
SAN JUAN HARBOR