

PORTLAND TUGBOAT, LLC

40 COMMERCIAL STREET
PORTLAND, MAINE 04101

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TOWING CONTRACT

Date

Messrs.

.....
(hereinafter "Owners")

We hereby agree as agents for and on behalf of PORTLAND TUGBOAT, LLC (hereinafter "Portland Tugboat") to perform all the Tugboat assistance required by all vessels owned or operated by you on time charter or otherwise, in the Port of Portland Harbor and Casco Bay and vicinity, at the rates and upon the terms and conditions as stated herein.

The owner, operator, charterer, agent, representative, or any other person ordering tug services to assist a vessel in accordance with this Contract shall be collectively referred to herein below as "Owner." By signing this Contract, any person or company who orders tug services represents and warrants that they are 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 Portland Tugboat harmless from all damages and expenses that may be sustained or incurred by Portland Tugboat in the event and in consequence of such person or company not having such authority.

Owner agrees that during the term of this contract, Portland Tugboat may issue written notice of an adjustment to the rates, terms and conditions applicable to services provided hereunder to reflect changes in the cost of operations, working hours, conditions or in consequence of any change in law or regulations. It is understood and agreed that said notice of adjustment shall be an agreed amendment to this Contract, without need for additional signatures, unless Portland Tugboat receives written notice of rejection of said adjustment at least thirty (30) days before said adjustment is to become effective.

This mutual agreement to remain in effect from and from year to year commencing this date and thereafter until notice of cancellation by either party, by giving thirty (30) days notice prior to the annual expiration date.

PORTLAND TUGBOAT, LLC,

By.....

EFFECTIVE JULY 15, 2009

ACCEPTED

.....
Signature of Owners, Charterers or Agents

TERMS: Net 30 days. In the event Owner fails to make payment when due or fails to pay entire balance due under this contract or invoice, Owner will be considered in default and will be responsible for all cost of collection including reasonable attorney's fees and court cost. In addition, Owner agrees to pay 1 1/2% interest per month on outstanding balance. Portland Tugboat hereby certifies it is an Affirmative Action Equal Opportunity Employer and complies with the requirements of the Fair Labor Standards Act.

Docking and Undocking Assistance

The base period charge is determined by using for the class of vessel and location involved, the starting or finishing time, whichever is higher. The class of vessel is the total equivalent barrel (42 U.S. gallons) capacity of all cargo including expansion space.

PORTLAND PIPE LINE PIERS NORTH AND SOUTH

Class	Barrels			A	A	B	B	C	C	D	D	E	E	Class
	At Least	But Less Than		0800-1600		0600-0800 1600-1800		0400-0600 1800-2000		0200-0400 2000-2200		0001-0200 2200-2400		
1	Min.	—	500,000	\$4,055	\$6,079	\$4,609	\$6,637	\$5,164	\$7,190	\$5,716	\$7,742	\$6,268	\$8,294	1
2	500,000	—	525,000	\$4,247	\$6,371	\$4,801	\$6,919	\$5,353	\$7,476	\$5,912	\$8,027	\$6,462	\$8,582	2
3	525,000	—	550,000	\$4,439	\$6,658	\$4,990	\$7,210	\$5,546	\$7,765	\$6,095	\$8,317	\$6,653	\$8,872	3
4	550,000	—	575,000	\$4,633	\$6,950	\$5,189	\$7,503	\$5,743	\$8,061	\$6,295	\$8,608	\$6,847	\$9,169	4
5	575,000	—	600,000	\$4,820	\$7,229	\$5,373	\$7,785	\$5,931	\$8,338	\$6,481	\$8,891	\$7,036	\$9,442	5
6	600,000	—	625,000	\$5,018	\$7,532	\$5,574	\$8,080	\$6,124	\$8,637	\$6,680	\$9,191	\$7,229	\$9,740	6
7	625,000	—	650,000	\$5,204	\$7,806	\$5,758	\$8,365	\$6,314	\$8,914	\$6,861	\$9,469	\$7,418	\$10,025	7
8	650,000	—	675,000	\$5,403	\$8,104	\$5,954	\$8,658	\$6,510	\$9,208	\$7,062	\$9,765	\$7,619	\$10,319	8
9	675,000	—	700,000	\$5,600	\$8,392	\$6,149	\$8,945	\$6,703	\$9,496	\$7,255	\$10,052	\$7,806	\$10,604	9
10	700,000	—	725,000	\$5,786	\$8,676	\$6,341	\$9,230	\$6,892	\$9,786	\$7,447	\$10,338	\$8,003	\$10,892	10
11	725,000	—	750,000	\$5,983	\$8,969	\$6,537	\$9,522	\$7,088	\$10,075	\$7,641	\$10,627	\$8,193	\$11,182	11
12	750,000	—	775,000	\$6,160	\$9,239	\$6,713	\$9,791	\$7,265	\$10,345	\$7,818	\$10,896	\$8,370	\$11,452	12
13	775,000	—	800,000	\$6,338	\$9,509	\$6,890	\$10,060	\$7,442	\$10,614	\$7,995	\$11,166	\$8,548	\$11,721	13
14	800,000	—	825,000	\$6,515	\$9,778	\$7,068	\$10,329	\$7,619	\$10,884	\$8,172	\$11,435	\$8,725	\$11,991	14
15	825,000	—	850,000	\$6,692	\$10,047	\$7,245	\$10,599	\$7,796	\$11,153	\$8,349	\$11,704	\$8,902	\$12,260	15
16	850,000	—	875,000	\$6,869	\$10,317	\$7,422	\$10,868	\$7,973	\$11,422	\$8,526	\$11,974	\$9,079	\$12,529	16
17	875,000	—	900,000	\$7,046	\$10,586	\$7,599	\$11,137	\$8,151	\$11,692	\$8,703	\$12,243	\$9,256	\$12,799	17
18	900,000	—	925,000	\$7,224	\$10,855	\$7,776	\$11,407	\$8,328	\$11,961	\$8,881	\$12,512	\$9,433	\$13,068	18
19	925,000	—	950,000	\$7,401	\$11,125	\$7,954	\$11,676	\$8,505	\$12,230	\$9,058	\$12,782	\$9,611	\$13,337	19
20	950,000	—	975,000	\$7,578	\$11,394	\$8,131	\$11,945	\$8,682	\$12,500	\$9,235	\$13,051	\$9,788	\$13,607	20
21	975,000	—	1,000,000	\$7,755	\$11,663	\$8,308	\$12,215	\$8,859	\$12,769	\$9,412	\$13,320	\$9,965	\$13,876	21
22	1,000,000	—	1,025,000	\$7,932	\$11,933	\$8,485	\$12,484	\$9,037	\$13,038	\$9,589	\$13,590	\$10,142	\$14,145	22
23	1,025,000	—	1,050,000	\$8,110	\$12,202	\$8,662	\$12,753	\$9,214	\$13,307	\$9,767	\$13,859	\$10,319	\$14,415	23
24	1,050,000	—	1,075,000	\$8,287	\$12,471	\$8,840	\$13,023	\$9,391	\$13,577	\$9,944	\$14,128	\$10,497	\$14,684	24
25	1,075,000	—	1,100,000	\$8,464	\$12,740	\$9,017	\$13,292	\$9,568	\$13,846	\$10,121	\$14,398	\$10,674	\$14,953	25
26	1,100,000	—	1,125,000	\$8,641	\$13,010	\$9,194	\$13,561	\$9,745	\$14,115	\$10,298	\$14,667	\$10,851	\$15,223	26
27	1,125,000	—	1,150,000	\$8,818	\$13,279	\$9,371	\$13,831	\$9,923	\$14,385	\$10,475	\$14,936	\$11,028	\$15,492	27
28	1,150,000	—	1,175,000	\$8,995	\$13,676	\$9,548	\$14,227	\$10,100	\$14,782	\$10,653	\$15,333	\$11,205	\$15,889	28
29	1,175,000	—	1,200,000	\$9,173	\$13,818	\$9,725	\$14,369	\$10,277	\$14,923	\$10,830	\$15,475	\$11,383	\$16,031	29
30	1,200,000	—	1,225,000	\$9,350	\$14,087	\$9,903	\$14,639	\$10,454	\$15,193	\$11,007	\$15,744	\$11,560	\$16,300	30
31	1,225,000	—	1,250,000	\$9,527	\$14,356	\$10,080	\$14,908	\$10,631	\$15,462	\$11,184	\$16,013	\$11,737	\$16,569	31
32	1,250,000	—	1,500,000	\$9,705	\$14,625	\$10,258	\$15,176	\$10,809	\$15,731	\$11,361	\$16,283	\$11,915	\$16,838	32

BLACK FIGURES - WEEKDAY RATES - Charge in excess of two (2) hours of base period – \$543.75 per hour per tug

RED FIGURES - SAT., SUN. & HOLIDAY RATES – Charge in excess of two (2) hours of base period – \$706.25 per hour per tug

MOTIVA, EXXONMOBIL, GLOBAL, SPRAGUE DOCKS AND GULF DOCK

Class	Barrels		A	A	B	B	C	C	D	D	E	E	Class
	At Least	But Less Than	0800-1600		0600-0800 1600-1800		0400-0600 1800-2000		0200-0400 2000-2200		0001-0200 2200-2400		
1	Min.	— 375,000	\$3,131	\$4,697	\$3,659	\$5,223	\$4,190	\$5,752	\$4,712	\$6,280	\$5,243	\$6,812	1
2	375,000	— 400,000	\$3,309	\$4,965	\$3,835	\$5,493	\$4,367	\$6,021	\$4,888	\$6,549	\$5,420	\$7,082	2
3	400,000	— 425,000	\$3,486	\$5,235	\$4,014	\$5,762	\$4,544	\$6,291	\$5,067	\$6,819	\$5,597	\$7,351	3
4	425,000	— 450,000	\$3,663	\$5,504	\$4,190	\$6,032	\$4,722	\$6,560	\$5,243	\$7,088	\$5,775	\$7,621	4
5	450,000	— 475,000	\$3,839	\$5,774	\$4,367	\$6,300	\$4,899	\$6,830	\$5,420	\$7,358	\$5,952	\$7,889	5
6	475,000	— 500,000	\$4,018	\$6,043	\$4,621	\$6,570	\$5,076	\$7,098	\$5,597	\$7,626	\$6,129	\$8,159	6
7	500,000	— 525,000	\$4,194	\$6,313	\$4,722	\$6,839	\$5,253	\$7,368	\$5,775	\$7,896	\$6,306	\$8,428	7
8	525,000	— 550,000	\$4,371	\$6,581	\$4,899	\$7,109	\$5,431	\$7,637	\$5,952	\$8,165	\$6,484	\$8,698	8
9	550,000	— 575,000	\$4,548	\$6,851	\$5,076	\$7,378	\$5,608	\$7,907	\$6,129	\$8,435	\$6,661	\$8,967	9
10	575,000	— 600,000	\$4,726	\$7,120	\$5,253	\$7,648	\$5,785	\$8,176	\$6,306	\$8,703	\$6,838	\$9,237	10
11	600,000	— 750,000	\$5,789	\$8,736	\$6,580	\$9,264	\$6,849	\$9,792	\$7,370	\$10,319	\$7,902	\$10,853	11

FLORIDA LIGHT AND POWER DOCK

Class	Barrels		A	A	B	B	C	C	D	D	E	E	Class
	At Least	But Less Than	0800-1600		0600-0800 1600-1800		0400-0600 1800-2000		0200-0400 2000-2200		0001-0200 2200-2400		
1	Min.	— 275,000	\$4,055	\$6,084	\$4,584	\$6,613	\$5,110	\$7,143	\$5,644	\$7,672	\$6,170	\$8,196	1
2	275,000	— 450,000	\$5,361	\$8,050	\$5,891	\$8,577	\$6,418	\$9,103	\$6,950	\$9,638	\$7,474	\$10,162	2
3	450,000	— 600,000	\$6,424	\$9,666	\$6,954	\$10,193	\$7,482	\$10,719	\$8,013	\$11,254	\$8,538	\$11,778	3
4	600,000	— 750,000	\$7,487	\$11,282	\$8,017	\$11,809	\$8,545	\$12,335	\$9,076	\$12,869	\$9,601	\$13,394	4

DRY CARGO, FREIGHTERS AND ALL OTHER TYPE VESSELS EXCEPT TANKERS

Class		A	A	B	B	C	C	D	D	E	E	Class
		0800-1600		0600-0800 1600-1800		0400-0600 1800-2000		0200-0400 2000-2200		0001-0200 2200-2400		
1	All Docks East of Portland Bridge	\$3,159	\$3,790	\$3,359	\$3,990	\$3,559	\$4,190	\$3,759	\$4,390	\$3,959	\$4,590	1
2	ExxonMobil, Citgo, Global, Sprague & Merrills Marine	\$3,537	\$4,244	\$3,737	\$4,444	\$3,737	\$4,644	\$4,137	\$4,844	\$4,337	\$5,044	2
3	Florida Light & Power Dock (Cousins Island)	\$5,832	\$6,998	\$6,032	\$7,198	\$6,232	\$7,398	\$6,432	\$7,598	\$6,632	\$7,798	3

BLACK FIGURES - WEEKDAY RATES - Charge in excess of two (2) hours of base period – \$543.75 per hour per tug

RED FIGURES - SAT., SUN. & HOLIDAY RATES – Charge in excess of two (2) hours of base period – \$706.25 per hour per tug

All tug services furnished by us to a self-propelled vessel, whether or not such vessel is making use of its own propelling power, are subject to the following terms and conditions and at the rates contained in this schedule.

GENERAL/BASE PERIOD: Time starts when the tug or tugs report at the location ordered and stops when they are dismissed. The rates shown are for the base period (2 hours) and are the minimum charge for the operation. Time in excess of the base period will be charged at the hourly rate in one-quarter hour increments, any fraction thereof to constitute a full quarter hour. Carrying capacity is the total equivalent barrel (42 U.S. gallons) capacity of all cargo space including expansion space.

DOCKING AND UNDOCKING ASSISTANCE: The base period charge is determined by using for the class of vessel and location involved, the starting or finishing time, whichever is higher.

THIRD TUG CHARGE: When a third tug is required for docking and undocking a vessel the rate for the additional tug is \$905.00 per hour, minimum two (2) hours.

RATES FOR TUGS WORKING BY THE HOUR

In Harbor—The hourly weekday rate is \$905.00 per hour per tug, with a minimum of two (2) hours per tug between the hours of 0800 and 1600 hours Monday to Friday. Between the hours of 1600 and 0800 Monday to Friday and on Saturday, Sunday, and Holidays, the rate of \$1,222.00 per hour per tug with the minimum two (2) hours per tug running time from and to our home wharf shall be included in the total time.

Out of Harbor—Rates furnished on request.

TRACTOR TUG: If a tractor tug is specifically requested or required, the rate applicable to that tug shall be 150% of above scheduled rates.

ADDITIONAL SERVICES:

For services performed in connection with the docking, undocking or shifting of a vessel which is not making use of her own propelling power, the charges applicable to shifting will apply, plus an additional charge of 50%.

There will be an additional charge of 25% of the regular charge for docking stern in.

Fractional parts of an hour will be charged in one half (1/2) hour increments.

SHIFTING: Berth to berth within Portland Harbor, the base period charge is determined by using for the class of vessel, the higher rate for the two locations involved, as well as the starting or finishing time, whichever is higher.

ESCORT TUG/TETHERED TUG: Escorting from Witch Rock to stream prior to docking or from stream to Witch Rock after undocking is an additional charge of \$3,370.00 for the tethered tug and \$1,500.00 all additional escort tugs.

CANCELLED ORDERS: There is no charge for orders cancelled before any tug gets underway to report to the location ordered by Owner. The charge for orders cancelled prior to arrival of the tug at the location ordered will be two-thirds (2/3) of the applicable rate. If orders are cancelled at least four (4) hours prior to the ordered time, there will be no charge. When an order is cancelled after any tug reports to the location ordered, the charge will be three-quarters (3/4) of the applicable rate.

DETENTION: For detention of a tug caused by the vessel not being ready or other conditions beyond our control, the time of the detention will be charged at an hourly weekday rate per tug of \$905.00 and an hourly Saturday, Sunday, and holiday rate of \$1,222.00, prorated to the nearest half hour. In addition, if the vessel is delayed for any reason not attributable to Portland Tugboat after commencement of the work, all such delays shall be charged at the hourly rate above, prorated to the nearest half (1/2) hour.

ICE CHARGES: When a tug or tugs are operating under ice conditions, an additional charge will be made, amounting to 50% of the 0800 to 1600 base period charge, and 50% of any hourly charge in excess of base period charge. The term "ice conditions" shall be taken to include any ice encountered while enroute to or from or at the location of the operation.

LINE HANDLING: When a tug is required to handle lines in connection with a docking, undocking or other services, a charge of \$1,050.00 per hour, per tug will apply. One hour minimum, then 1/2-hour increments.

HOLIDAYS OBSERVED: New Year's Day, Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. When a holiday falls on a Saturday or Sunday, the following Monday is the observed holiday.

OTHER SERVICES: Prices for services rendered in connection with dead ship tow, salvage, ocean towing, and vessels aground or in distress will be separately quoted on request. These services, or services not otherwise covered by this Contract, 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 terms and conditions contained in this Contract are understood and agreed by Owner to be incorporated into and made a part of any such BIMCO Contract or such other contract as may be agreed by the parties and shall apply to all matters and issues where said BIMCO Contract or other contract is silent.

TUG INTERESTS: Portland Tugboat, its owners, officers, directors, insurers, employees, any tugs providing services pursuant to this Contract, their respective owners, affiliates, operators, charterers, managers, underwriters, masters and crews shall be collectively referred to herein below as "Tug Interests."

FORCE MAJEURE: Tug Interests shall not be responsible for any expense, loss, damage or claim whatsoever caused by or resulting from delay, failure, act or omission hereunder due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storm, lightning, epidemics, war, disorders, acts of God, acts of the public enemy, terrorists, port congestion, shortage of tugs, mechanical breakdowns, priorities in service, or any other cause whatever beyond their control.

EMPLOYMENT OF OTHER TUGS: If at any time Portland Tugboat tugs are not conveniently available for the desired services, Portland Tugboat will use its best efforts to designate or engage other tugs from other sources to provide tug service, but Tug Interests shall not be liable for damages if Portland Tugboat is unable, at any time, for any reason, to furnish such services, either through its own tugs or by engaging tugs from any other source. Tug Interests shall, while performing any service pursuant to this contract, have the benefit of all contract provisions herein and shall be considered third party beneficiaries of this Contract and all limitations of liability herein. Further, Tug 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 Tug Interests in the performance of this Contract, but which are otherwise not owned, operated or controlled by Tug Interests.

If for any reason, at any time, Portland Tugboat 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, Portland Tugboat shall have no obligation to reimburse Owner for any price differential or any other cost incurred by Owner.

LIMITATION OF LIABILITY: The furnishing of any service or anything done in connection therewith shall not be construed to be or give rise to a personal contract, and it is understood that Tug 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 Statutes of the United States. TUG INTERESTS WARRANT THE EXERCISE OF REASONABLE CARE IN THE PERFORMANCE OF TUG SERVICES BUT DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED.

Unless entitled to defenses or limitations of liability provided under this Contract or under any applicable law, rule or regulation that would reduce its liability to an amount less than that hereinafter set forth, Tug Interests shall be liable only to the extent of their negligence, which negligence shall not be assumed but must be affirmatively proven, for claims, demands, causes of action, liabilities and costs (including third party claims) arising out of or in connection with any occurrence or series of occurrences related to the provision of tug services pursuant to this Contract up to a maximum aggregate amount of two hundred fifty thousand dollars (U.S. \$250,000.00). Owner understands and agrees that tug 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 Tug Interests. Owner further understands and agrees that the rates charged by or on behalf of Tug Interests for tug services are predicated upon the limitations of liability and the indemnities set forth in this Contract. Should Owner desire that Tug Interests retain liability in excess of two hundred fifty thousand dollars (U.S. \$250,000.00) it will notify Portland Tugboat in writing, whereupon Portland Tugboat will quote rates for tug services hereunder predicated on higher liability limits. Any such quote must be accepted by Owner in writing at least twenty-four (24) hours prior to commencement of tug services to the vessel being assisted, failing which the rates and liability limitations otherwise provided herein shall prevail. Nothing herein shall be construed to waive or limit the right of Tug Interests to assert any defenses to liability available to it or to avail itself of any rights of limitation or exemption from liability under any applicable law, rule or regulation.

Notwithstanding anything to the contrary in this Contract or elsewhere, Owner understands and agrees that the rates charged hereunder are also predicated on Owner's agreement that Tug 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 Tug Interests harmless from and against any and all claims, demands, causes of action, liabilities and costs (including attorney's fees and third party claims of whatever nature) in excess of the applicable amounts set forth above that are attributable to the acts or omissions, whether or not negligent, of Tug Interests, 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 tug services pursuant to this Contract. Except as set forth below, the parties intend for this indemnity to apply in all instances including, without limitation, allisions, collisions and third party claims. Owner warrants that Owner possesses sufficient and adequate insurance on the vessels assisted pursuant to this Contract, including 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 tug services provided hereunder, with all rights of subrogation for losses under said insurances waived as to Tug Interests and with Tug Interests entitled to all benefits under said insurances of additional or coassureds, as applicable.

Nothing herein shall preclude Tug Interests from recovering from any responsible party for any damages sustained by any tugs, or their Masters or crews, providing services hereunder.

PILOTAGE: Tug Interests do not furnish pilots or pilotage to vessels making use of or having available their own propelling power, so that whenever any licensed pilot, or a captain of any tug which is furnished to or is engaged in the services of assisting a vessel making use of or having available her own propelling power at the commencement of such service, 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, operator and charterer 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 Tug Interests and neither those furnishing the tugs or lending any such person, nor Portland Tugboat shall be liable for any act or omission of any such person. For the purposes of this paragraph, vessels making use of or having available their own propelling power shall be deemed to include tug/barge units and vessels of any description having, at any time the service is commenced, another tug in assistance. The provisions of this paragraph may not be changed or modified in any manner whatsoever except by written instrument signed by an officer of Portland Tugboat.

MISCELLANEOUS: If any provision of this contract is found void or unenforceable, the remaining terms and conditions shall remain in full force and effect.

FUEL SURCHARGE: All rates published in this schedule are subject to the prevailing fuel surcharge.

EFFECTIVE DATE: The above rates, terms and conditions supersede all previously published schedules and are effective from July 15, 2009.