STANDING AGENCY ACCEPTANCE TERMS & CONDITIONS

Our standing provisions for our agency acceptance and all accounting matters are set forth below. For each vessel appointment, please provide all information requested. Unless otherwise advised within 48 hours, we shall presume our agency acceptance provisions are received, understood, and accepted.

1. COMPLETE CONTACT DETAILS REQUIRED
a. Official company name as our PRINCIPAL
b. Physical street address (for couriering)
c. General office phone, after-hours phone, fax, & e-mail (website if available)
d. Primary contact person for all accounting matters
e. Banking details
f. Name of company which will show on wire remittance.

2. ALL CORRESPONDENCE from all concerned parties including wire remittances, e-mails, couriers, and spares should include in the subject line the vessel's name and Transmarine's reference number (which will be provided after the appointment is received).

3. FULL FUNDING REQUIRED
Owners or Principals are to advance all estimated port funds prior to vessel arrival to cover the proforma disbursement account (PDA), including that portion reserved for owners matters and all agency charges, to our bankers three days prior to the vessel's arrival.

4. PORT COSTS
Please confirm any special instructions for vendor assignments, particularly any direct bill arrangements regarding tugs. Any item listed in the PDA which is disputed should be reconciled prior to the vessel arrival or it will otherwise be the responsibility of the principal to pay and settle directly with the other contracted parties. Items may arise during the port call which were not anticipated and they will be brought to the principal's attention.

5. OWNERS EXPENSES
By authority of your appointment of our agency, you are the party with whom we have an agency agreement for this vessel's port call. You must be financially responsible for any related expenses which our agency incurs - including owners requirements.

6. WHEN OWNER EXPENSES ARE NOT GUARANTEED
To insure owner's requirements are timely performed and to avoid delays, please ensure the responsible party promptly provides their full style directly to Transmarine (all of item #1). Please ensure the responsible party provides detailed instructions regarding all owner requirements, authorizations to act on their behalf, and confirms full advance PDA funding, and DA rendering instructions.

7. OWNERS ITEMS RENDERED SEPARATELY TO A THIRD PARTY will incur our tariff charge for creating a separate DA for the third party.

8. CASH TO MASTER (CTM)

Please insure we receive the full style of provider of CTM funds (all of item #1). The Master is to confirm the desired denomination breakdown. CTM funds are to be received by our bankers four business days prior to the required delivery date to the vessel. Ready cash is increasingly difficult to order. We are unable to guarantee new currency or avoid certain number series. Charges to be assessed per tariff for CTM Deliveries. For deliveries in excess of 50 miles from our office, additional courier fees may be incurred depending on the situation.

9. PORT CAPTAIN, CARGO SUPERVISION SERVICES

If the agent is required to attend to and coordinate cargo operations, a fee of $750 per day is to be assessed including travel days. Travel expenses are to be covered at cost. Agent will use best judgement when making decisions but is to not be held accountable for costs when the most economical situation is not obtainable.

10. AUTOMOBILE

Agents to be allowed automobile allowance per district or per mile, whichever is greater for use of automobile attending vessel, in addition to fees listed.

11. OUT-PORT / OUT-OF-TOWN EXPENSE

Owners or Principals shall reimburse Transmarine for the actual expenses incurred in sending and maintaining necessary attendants to districts where offices are not maintained. Such expenses are in addition to the fees listed herein. Minimum out of town expenses $150.00 per night if lodging required and $50.00 per 24 hour day if lodging is not required. 'Out of town' is defined by either distance or weather conditions in order to allow for a rested agent to safely attend the vessel as needed.

12. SHIP SPARES

For purposes of U.S. Customs, arriving spares must be declared as "Ship Spares In-Transit". All destination duties and taxes are to be for the account of the shipper.

13. BILLS OF LADING

When multiple Bills of Lading are required, a Bill of Lading fee with the additional worked involved will be assessed as defined in the tariff.

14. VESSELS NOT CALLING THE PORT DISTRICT

Additional services for seamen required in connection with vessels not having called the port district as defined in Appendix A: transiting, hospitalization, out-patient requirements, repatriation, maintenance, etc., and accounting to owners: $100.00 per person up to thirty (30) days. If a longer period, additional charges will be assessed commensurate with the work involved. This includes attending to seamen who remain in the port district after the vessel has departed.

15. SPECIALTY OWNERS MATTERS

For processing deceased crew or passengers, assisting with vessel or crew legal incidents, or handling other unusual owners matters, billing will begin at $1,000 per incident. Any charge above this is to be agreed upon with the Owner or Principal prior to billing.

16. MAJOR REPAIRS, VIOLATIONS, REGULATORY ISSUES, VESSEL CASUALTIES, AND EXTRAORDINARY CIRCUMSTANCES

When attendance for major repairs, surveys, general average, regulatory issues, pollution incidents, marine casualties (as defined in USCG Report of Marine Casualty form CG-2692), or other extraordinary situations, special fees will be charged commensurate with the work involved. These special fees are to be agreed upon prior to billing.

17. BERTH / LINER TERMS

Vessel documents being created and/or processed under berth/liner terms will be assessed charges per the tariff.

18. FINAL DISBURSEMENT ACCOUNT (D/A)

a. Our final disbursement account will be couriered to the physical address as instructed to be shown on our D/A.
b. Please acknowledge your receipt of our final D/A.
c. Any outstanding balances due are payable immediately upon your receipt of our D/A.
d. Any outstanding balances over 30 days from D/A rendering date may be subject to an interest late fee of 1.5 % (percent) per month on the unpaid balance, with a $100 minimum billing.
e. Credit amounts owed back to the principal will be remitted after receiving your agreement to the D/A balance.

19. FINANCIAL RECOURSE PROVISION

It is understood by and between Owner and/or Principal and Transmarine Navigation that in the event Owner and/or Principal does not pay Transmarine for any and all services, necessary supplies and materials provided, Transmarine has expressly relied on the credit of Owner's Vessel and shall have a valid and enforceable Maritime Lien against the vessel hull for all unpaid sums

20. INTELLECTUAL PROPERTY

The information provided by the agent including their Pro-forma DA and Final DA is considered privileged between the agent and his contracted principal and is the intellectual property of the agent. This information cannot be used for any purpose other than settlement of a particular voyage disbursement account without the agent's permission.

21. CONCERNS TO BE DIRECTED TO: BILL NICKSON

San Francisco, California, USA; office@transmarine.com; office 925-932-3200; cell 510-919-2019

We trust Transmarine Navigation's long history of excellent fiscal responsibility is valued and appreciated. We look forward to providing you with excellent service.

APPENDIX A - PORT DISTRICTS

1. Each port group to count as one (1) district irrespective of number of vessel shifts between port regions or places therein as follows:

US WEST COAST:

A) Seattle/Everett/Tacoma/Olympia Area;
B) Anacortes/Bellingham/Ferndale/Cherry Point/Port Angeles Area;
C) Grays Harbor/Willapa Harbor Area;
D) Portland/Vancouver/Kalama/Longview Area;
E) Astoria/Yaquina Bay/Coos Bay Area;
F) Humboldt Bay Area;
G) San Francisco Bay/San Pablo Bay/Carquinez Straight/Pittsburg/Antioch Area;
H) Sacramento/Stockton Area;
I) Port San Luis/Estero/Morro Bay Area;
J) Port Hueneme/Carpenteria/Mandalay Bay Area;
K) Los Angeles/Long Beach/El Segundo/Huntington Beach Area;
L) San Diego Bay Area.

HAWAII:

A) Honolulu Area;
B) Kaleoloa Barbers Point Area;
C) Pearl Harbor Area;
D) Hilo Area;
E) Kawaihae Area;
F) Kona Area;
G) Kahalui Area;
H) Lahaina Area;
I) Kaunakakai Area;
J) Nawiliwili Area;
K) Port Allen Area;
L) Johnston Island Area.

US GULF COAST:

A) New Orleans/Baton Rouge Areas;
B) Lake Charles Area;
C) Mobile Bay Area;
D) Pascagoula Area;
E) Pensacola Area;
F) Tampa Area;
G) Houston Area;
H) Beaumont Area;
I) Port Arthur Area;
J) Baytown Area;
J) Texas City Area;
K) Galveston Bay Area;
L) Freeport Area;
M) Port Lavaca Area;
N) Point Comfort Area;
O) Port Lavaca Area;
P) Corpus Christi Area;
Q) Brownsville Area.

EAST COAST:

A) Miami Area;
B) Port Everglades/Fort Lauderdale Area;
C) West Palm Beach Area;
D) Port Canaveral Area;
E) Fort Pierce Area;
F) Jacksonville Area;
G) Savannah/Brunswick Area;
H) Charleston Area;
I) Wilmington NC/Morehead City Area;
J) Chesapeake Bay Area;
K) Delaware River Area;
L) New York Harbor/Newark/Port Elizabeth/Albany Areas;
M) Long Island Sound Area;
N) Providence Area;
O) Boston Harbor Area;
P) Portland Area.

TRANSMARINE NAVIGATION CORPORATION accepts agency representation providing that Owners and Principals shall defend **TRANSMARINE NAVIGATION CORPORATION** and hold it harmless from all matter of lawsuit and legal action against **TRANSMARINE NAVIGATION CORPORATION** alleged to arise out of operations or conditions connected with vessel or her crews, owners, charterers and/or cargoes and reimburse/compensate **TRANSMARINE NAVIGATION CORPORATION** for any and all expenses occasioned thereby.