

PILOTAGE SERVICE AGREEMENT
April 2017 to March 2020

**UNION OF THE MARITIME NAVIGATION AGENCIES
AND SIMILAR ACTIVITIES OF THE STATE OF RIO DE
JANEIRO - SINDARIO**

Client

**UNION OF THE PILOTS OF PORTS AND MARITIME
TERMINALS OF THE STATE OF RIO DE JANEIRO -
SINDIPRÁTICOS**

Service Provider

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

PILOTAGE SERVICE AGREEMENT BY AND BETWEEN **UNION OF THE PILOTS OF PORTS AND MARITIME TERMINALS OF THE STATE OF RIO DE JANEIRO - SINDIPRÁTICOS**, CNPJ (NATIONAL REGISTER OF LEGAL ENTITY) No. 32.251.700/0001-04, REPRESENTING THE PROFESSIONAL CATEGORY OF PILOTS IN THE STATE OF RIO DE JANEIRO, HEREINAFTER REFERRED TO AS **PILOTAGE** AND **THE MARITIME NAVIGATION AGENCIES**, LEGAL REPRESENTATIVES OR AGENTS, IN ACCORDANCE WITH THE REPRESENTATION AGREEMENT SIGNED BETWEEN THE BIDDER OR PRINCIPAL AND THE AGENT OR MANDATARY, OF THE NATURAL OR LEGAL PERSONS OF NAVIGATION, ESPECIALLY SHIPPING COMPANIES AND FOREIGN SHIPOWNERS WHO ATTEND THE BARS, PORTS AND TERMINALS OF THE STATE OF RIO DE JANEIRO, HEREBY REPRESENTED BY THE **UNION OF THE MARITIME NAVIGATION AGENCIES AND SIMILAR ACTIVITIES OF THE STATE OF RIO DE JANEIRO - SINDARION**, CNPJ No. 32.363.772/0001-84, HEREINAFTER REFERRED TO AS **MARITIME AGENCY** AND INCLUDED IN THE RELATIONSHIP CONTAINED IN **ATTACHMENT IS**. THE PARTIES IDENTIFIED ABOVE AGREE WITH THE FOLLOWING PROVISIONS AND CLAUSES:

PURPOSE

- CLAUSE 1: THE PURPOSE OF THIS AGREEMENT, DEFINED IN THE CONTRACT AND ITS ANNEXES, IS THE PILOTAGE SERVICE IN BARS, ACCESS CHANNELS, PORTS AND TERMINALS OF THE STATE OF RIO DE JANEIRO, WHICH COMPRISE ZP15, AND THE PROVISION OF THE SUPPORT STRUCTURE NEEDED FOR THE PROPER PROVISION OF SUCH SERVICE.
- CLAUSE 2: THIS AGREEMENT IS SUBJECT TO THE LEGAL AND REGULATORY PROVISIONS GOVERNING THE PILOTAGE SERVICES, IN PARTICULAR LAW 9,537 OF DECEMBER 11, 1997 (LESTA), DECREE No. 2,596 OF MAY 18, 1998 (RLESTA), THE STANDARDS OF THE MARITIME AUTHORITY FOR THE PILOTAGE SERVICE (NORMAM 12), THE STANDARDS AND PROCEDURES OF THE PORT AUTHORITY OF THE STATE OF RIO DE JANEIRO (NPCP) E TO THE PROVISIONS WHICH MAY BE ANCILLARY THERETO OR WHICH MAY REPLACE THEM.

DURATION

- CLAUSE 3: THIS AGREEMENT SHALL BE VALID FOR THIRTY SIX (36) MONTHS, STARTING FROM 00:00 AM ON APRIL 1ST, 2017 AND ENDING AT 00:00 AM ON MARCH 31, 2020.

SOLE PARAGRAPH: IN THE EVENT OF A CHANGE IN THE PILOTAGE LAW WHICH EXPRESSLY DECLARES VOID THE EFFECTIVENESS OF THIS AGREEMENT, THE PARTIES UNDERTAKE TO TERMINATE IT, WITHOUT ENCUMBRANCE FOR

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

THE PARTIES, WITHIN THIRTY DAYS AFTER THE EFFECTIVENESS OF THE APPLICABLE LAW OR LEGAL PROVISION.

ADJUSTMENT

CLAUSE 4: THE PRICES OF THE SERVICES INCLUDED IN THE ANNEXES SHALL BE ADJUSTED ON A YEARLY BASIS, AS OF APRIL 1ST, 2018 AND 2019, BY AN INDEX CALCULATED BY THE ARITHMETIC AVERAGE OF THE IGP-M AND IPCA INDEXES FOR THE PERIOD, PLUS FIVE PERCENT (5%).

SOLE PARAGRAPH: THE ADJUSTMENT SHALL BE CALCULATED ACCORDING TO THE FOLLOWING RULE:

IR = [(IGP-M + IPCA)/2] + 5%, WHERE:

IR - ADJUSTMENT INDEX

IGP-M - GENERAL MARKET PRICE INDEX (FGV) - MARCH BASE DATE

IPCA - BROAD NATIONAL CONSUMER PRICE INDEX (IBGE) - MARCH BASE DATE

CLAUSE 5: AFTER EVERY ADJUSTMENT OF THE TABLES UNDER CLAUSE 4, THE **ANNEXES A AND B** OF THIS AGREEMENT SHALL BE REPLACED, IN ORDER TO REFLECT THE NEW AMOUNTS.

CONDITIONS OF THE PILOTAGE SERVICE

CLAUSE 6: UPON REQUEST OF THE **MARITIME AGENCY**, EXCEPT IN CASES PROVIDED UNDER THIS INSTRUMENT, THE **PILOTAGE** UNDERTAKES TO PERFORM, AT ANY TIME, THE PILOTAGE SERVICE IN NAVIGATION AND MANEUVERS PERFORMED WITHIN THE PILOTAGE ZONE DEFINED BY THE MARITIME AUTHORITY.

PARAGRAPH ONE: TO MEET THE USERS' INTERESTS, THE SERVICES ADDRESSED IN THE MAIN SECTION OF THIS CLAUSE SHALL BE PROVIDED BY THE PILOTAGE COMPANIES ASSOCIATED TO **PILOTAGE**, DULY QUALIFIED BY THE BRAZILIAN MARITIME AUTHORITY FOR THIS PURPOSE AND ENROLLED WITH THE PORT AUTHORITY OF THE STATE OF RIO DE JANEIRO, WHICH SHALL BE INDIVIDUALLY RESPONSIBLE FOR THEIR PROFESSIONAL ACTIVITIES, UNDER THE TERMS OF THE CURRENT LEGISLATION.

Paragraph Two: THE **MARITIME AGENCY** DOES NOT ASSUME ANY TAX, SOCIAL SECURITY AND LABOR RESPONSIBILITY AS A RESULT OF THE PERFORMANCE OF PILOTAGE, FOR WHICH SAID COMPANY WILL BE FULLY LIABLE.

PARAGRAPH THREE: THE **PILOTAGE** MAY ALSO CARRY OUT PILOTAGE

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

SERVICES OUTSIDE THE PILOTAGE AREAS ESTABLISHED BY THE MARITIME AUTHORITY. WHEN THESE MANEUVERS OCCUR, THEY WILL BE SUBJECT TO SPECIFIC NEGOTIATION, ACCORDING TO CLAUSE 1, PARAGRAPH THREE OF THIS INSTRUMENT.

CLAUSE 7: WHEN THERE IS A TECHNICAL COUNTER INDICATION BY THE **PILOTAGE** TO PERFORM THE PILOTAGE SERVICE, IT SHALL PRESENT THE REASONS FOR SUCH COUNTER INDICATION TO THE MARITIME AUTHORITY AND TO THE **MARITIME AGENCY** THROUGH THE FASTEST MEANS OF COMMUNICATION. IF THE **MARITIME AGENCY** DISAGREES, IT SHALL TAKE THE MATTER TO THE JUDGMENT OF THE COMPETENT AUTHORITY, WHO SHALL BE RESPONSIBLE FOR THE FINAL DECISION.

CLAUSE 8: THE PERFORMANCE OF PILOTAGE MENTIONED HEREIN TAKES INTO ACCOUNT THAT THE NAVIGATION OR MANEUVERS WILL BE CARRIED OUT ALWAYS IN STRICT COMPLIANCE WITH THE TECHNICAL AND DIMENSIONAL PARAMETERS ESTABLISHED BY THE MARITIME AUTHORITY AND/OR PORT AUTHORITIES.

SUPPORT STRUCTURE

CLAUSE 9: THE **PILOTAGE** UNDERTAKES TO MAINTAIN AND OPERATE ADMINISTRATIVE AND OPERATING SUPPORT STRUCTURE(S), UNDER ITS RESPONSIBILITY, ALLOWING UNINTERRUPTED SERVICE 24 HOURS A DAY, EVERY DAY OF THE YEAR.

SOLE PARAGRAPH: WHEN EXPRESSLY DETERMINED BY THE COMPETENT AUTHORITY, AN INTERRUPTION OF THE SERVICE MAY BE ESTABLISHED IN SPECIFIC DATES AND TIMES, WHEN EMERGENCY MANEUVERS WILL ONLY BE CARRIED OUT UPON INFORMATION TO THE AUTHORITY WHICH IMPOSED THE INTERRUPTION.

SERVICE REQUEST

CLAUSE 10: THE REQUESTS FOR MANEUVERS WILL BE MADE BY PHONE, CONFIRMED BY E-MAIL (atalaiario@praticagem-rj.org.br or atalaiamangaratiba@praticagem-rj.org.br), ACCORDING TO THE MODEL IN **ANNEX D**. FAILURE TO RECEIVE CONFIRMATION E-MAIL SHALL IMPLY IN CANCELLATION OF THE MANEUVER.

PARAGRAPH ONE: THE TERMS AND CONDITIONS FOR THE SERVICE REQUEST ARE DESCRIBED IN **ANNEX B**.

PARAGRAPH TWO: THE SERVICE REQUESTS MUST CONTAIN THE IDENTIFICATION OF THE MARITIME AGENCY (COMPLETE CORPORATE NAME AND CNPJ (NATIONAL REGISTER OF LEGAL ENTITY) NUMBER) AND THE REQUESTER (FULL NAME, ID AND CPF (NATIONAL REGISTER OF NATURAL PERSON)).

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

PARAGRAPH THREE: THE **MARITIME AGENCY** SHALL BE THE SOLE RESPONSIBLE FOR INFORMING THE UNION OF PILOTS OF THE STATE OF RIO DE JANEIRO ABOUT THE LIST OF PERSONS AUTHORIZED BY IT TO REQUEST PILOTAGE SERVICES ON ITS BEHALF, AND IT SHALL BE THE SOLE RESPONSIBLE FOR KEEPING SUCH INFORMATION UPDATED. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN REJECTION OF THE SERVICE REQUEST BY THE PILOTAGE.

CHANGE IN THE SERVICE TIME AND MANEUVER CANCELLATION

- CLAUSE 11: THE SERVICE TIME MAY BE CHANGED WITHIN THE TERMS AND CONDITIONS ESTABLISHED IN THE **ANNEX B** OF THIS AGREEMENT.
- CLAUSE 12: THE **MARITIME AGENCY** MAY REQUEST THE CANCELLATION OF A MANEUVER WITHIN THE TERMS AND CONDITIONS SET OUT IN **ANNEX B** OF THIS AGREEMENT.

PILOTS /MARITIME AGENCY INTERFACE

- CLAUSE 13: THE **PILOTAGE** AND THE **MARITIME AGENCY** UNDERTAKE TO USE ALL MEANS OF COMMUNICATION AVAILABLE FOR THE EXCHANGE OF RELEVANT INFORMATION THAT MAY CONTRIBUTE FOR THE FACILITATION AND FLUENCY OF THE VESSELS' TRAFFIC.
- CLAUSE 14: THE **MARITIME AGENCY** WILL REQUEST FROM THE VESSELS THAT DEMAND THE PORTS AND TERMINALS OF THE STATE TO REPORT THEIR ARRIVAL TO THE WATCHTOWER OF THE **PILOTAGE** THROUGH VHF TELEPHONY, AT LEAST TWO (2) HOURS IN ADVANCE.

PARAGRAPH ONE: DUE TO THIS AGREEMENT, THE WATCHTOWER SHALL INSTRUCT THE MASTER REGARDING THE LIMITS AND ANCHORING OF THE PILOTAGE AREA, AS ESTABLISHED BY THE STANDARDS AND PROCEDURES OF THE PORT AUTHORITY (NPCP), AND SHALL REQUEST THE INFORMATION IT DEEMS NECESSARY ABOUT THE VESSEL AND CARGO.

PARAGRAPH TWO: ALL VESSELS REPRESENTED BY THE **MARITIME AGENCY** WHICH, FOR SOME REASON, ARE ANCHORED OUTSIDE THE LIMITS OF THE PILOTAGE AREA, SHALL BE INSTRUCTED TO REPORT THEIR POSITION AND ANCHORING TIME TO THE WATCHTOWER, AS WELL AS THE SUBSEQUENT CHANGES IN POSITION AND THE TIME THEY SHALL RAISE ANCHOR TO PROCEED WITH THEIR TRIP.

- CLAUSE 15: IN CASE OF ANY DELAYS IN RELATION TO THE ORIGINAL SCHEDULE OF THE

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

MANEUVERS, WHICH MAY OCCUR BY ANY REASON, THE WATCHTOWER SHALL INFORM THE SCHEDULE UPDATES TO THE **MARITIME AGENCY** AND THE VESSEL, ESPECIALLY THOSE WHO HAVE NOT YET RECEIVED A PILOT ON BOARD.

CLAUSE 16: FOR SAFETY REASONS, VESSELS THAT DEMAND PORTS AND TERMINALS MUST WAIT FOR PILOTS TO GO ON BOARD AT A SAFE DISTANCE FROM THE ENTRY OF THE ACCESS CHANNELS. IF THEY ARE IN MOTION, THEY MUST ONLY APPROACH THE EMBARKATION AREA WHEN INSTRUCTED BY THE PILOTS. IF THEY ARE ANCHORED WITHIN THE LIMITS OF THE PILOTAGE AREA, THEY MUST REMAIN THERE UNTIL THE PILOTS REQUEST TO THEM TO SUSPEND THE ANCHOR, AND SUCH REQUEST WILL BE MADE IN ADVANCE, AS NEEDED ACCORDING TO THE ANCHORING POSITION.

CLAUSE 17: WHENEVER REQUESTED BY EITHER PARTY, THE UNDERSIGNED UNDERTAKE TO HOLD MEETINGS TO EVALUATE AND DEFINE PROCEDURES, IN ORDER TO IMPROVE THE QUALITY AND EFFICIENCY OF THE ACTIVITIES HIRED.

PRICE OF THE SERVICES

CLAUSE 18: THE PRICES CHARGED BY THE PILOTAGE SERVICES WILL BE THOSE CONTAINED IN **ANNEXES A, B AND C**, EXPRESSED IN BRAZILIAN REAIS, WHICH SHALL BECOME AN INTEGRAL PART OF THIS AGREEMENT.

SOLE PARAGRAPH: NO AMOUNT OTHER THAN THOSE REFERRED TO IN **ANNEXES A, B AND C** MAY BE ADDED TO INVOICES ISSUED BY THE **PILOTAGE**, EXCEPT UNDER THE PROVISIONS OF CLAUSE 19 BELOW.

CLAUSE 19: PRICES LISTED IN **ANNEXES A, B AND C** COMPRISE THE PILOTAGE SERVICES THEMSELVES AND THE PROVISION OF THE SUPPORT STRUCTURE(S) PROVIDED FOR IN CLAUSE 1 OF THIS AGREEMENT, INCLUDING LAND AND/OR MARITIME TRANSPORTATION OF THE PILOT FOR HIS EMBARKATION/DISEMBARKATION IN ANY AND ALL PORTS OR TERMINALS COVERED BY THIS AGREEMENT.

SOLE PARAGRAPH: THE PRICES REFERRED TO IN THE MAIN SECTION OF THIS CLAUSE ALREADY CONTEMPLATE THE DISCOUNT GRANTED EXCLUSIVELY TO THE SHIPPING AGENCIES ASSOCIATED TO SINDARIO, IN RELATION TO THE REFERENCE TABLE OF PILOTAGE PRICES OF PORTS AND TERMINALS IN THE STATE OF RIO DE JANEIRO, WHICH IS REPRODUCED IN **ANNEX G**.

CLAUSE 20: IN CASE OF REQUEST BY THE **MARITIME AGENCY** OF A WORK NOT PROVIDED FOR IN **ATTACHMENTS A, B OR C** OF THIS AGREEMENT, AMOUNT OF SAID SERVICE SHALL BE PREVIOUSLY AGREED BETWEEN THE

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

PARTIES.

PAYMENT

CLAUSE 21: THE **MARITIME AGENCY** ORDERING SERVICES TO THE **PILOTAGE** UNDER THIS AGREEMENT IS OBLIGED TO PERFORM THE PAYMENT FOR SUCH SERVICES, ACCORDING TO THE CORRESPONDING INVOICES ISSUED BY THE **PILOTAGE**, WITHIN THIRTY (30) SUBSEQUENT DAYS AFTER THEIR SUBMISSION.

PARAGRAPH ONE: THE INVOICES MAY BE SUBMITTED, IN ACCORDANCE WITH THE CONVENIENCE AND UPON THE REQUEST OF EACH **MARITIME AGENCY**, WHETHER BY EMAIL, PHYSICALLY OR BY POST OFFICE. IN THE LATTER CASE, THE PERIOD OF THIRTY (30) SUBSEQUENT DAYS STARTS AT THE POSTING DATE.

PARAGRAPH TWO: ANY DISCREPANCIES FOUND BY THE **MARITIME AGENCY** IN THE INVOICE(S) SUBMITTED BY THE **PILOTAGE** IN RELATION TO WHAT IS ESTABLISHED IN THIS AGREEMENT MUST BE CLAIMED BY E-MAIL WITHIN SEVEN (7) CALENDAR DAYS OF THEIR SUBMISSION. UPON EXPIRATION OF THIS PERIOD, NO SUBSEQUENT CLAIM WILL BE ACCEPTED, AND THE CONTENTS OF THE INVOICE(S) SHALL BE DEEMED ACCEPTED.

PARAGRAPH THREE: FOLLOWING THE TERM SET FORTH IN PARAGRAPH TWO, THE **PILOTAGE** UNDERTAKES TO REVIEW THE INVOICE(S) POINTED OUT BY THE **MARITIME AGENCY** AS DISCREPANT. IF THE CLAIMS OF THE **MARITIME AGENCY** ARE FOUND TO BE TRUE, THE **PILOTAGE** SHALL REVIEW THE BILLING(S) WITHIN TEN (10) CALENDAR DAYS, AS OF THE DATE OF RECEIPT OF THE CLAIM BY EMAIL. IF THE **MARITIME AGENCY** HAS ALREADY MADE THE PAYMENT, THE WRONGFULLY CHARGED AMOUNT(S) SHALL BE REIMBURSED WITHIN UP TO TEN (10) CALENDAR DAYS.

PARAGRAPH FOUR: THE REVISION OF THE INVOICES BY THE **PILOTAGE** INTERRUPTS THE PAYMENT TERM STIPULATED IN THE "MAIN SECTION" OF THIS CLAUSE. A NEW PAYMENT TERM SHALL BE GRANTED ONLY IF THE CLAIM IS FOUND TO BE TRUE, AND SUCH TERM SHALL BE RESTARTED, UNDER THE TERMS OF THE MAIN SECTION OF THIS CLAUSE.

PARAGRAPH FIVE: THE **PILOTAGE** MAY, IN ITS SOLE DISCRETION, ISSUE DUPLICATES OF THE SERVICE INVOICES, ALWAYS RESPECTING THE MINIMUM MATURITY PERIODS MENTIONED IN THE MAIN SECTION OF THIS CLAUSE.

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

PARAGRAPH SIX: IF THE **MARITIME AGENCY** FAILS TO COMPLY WITH THE PROVISIONS OF THIS CLAUSE AND ITS PARAGRAPHS, THE REQUEST FOR SERVICES PERFORMED BY E-MAIL OR THE MANEUVER VOUCHER ITSELF, DULY SIGNED BY THE MASTER OF THE VESSEL SERVED, WILL SERVE AS EVIDENCE OF THE PILOTAGE SERVICE REQUEST AND EFFECTIVE VERIFICATION OF THE SERVICE PROVIDED, AND SHALL BE DEEMED AS VALID DOCUMENTS FOR THE PURPOSES OF SERVICE BILLING.

DEFAULT

CLAUSE 22: FAILURE TO PAY AN INVOICE WITHIN THE STIPULATED PERIOD WILL SUBJECT THE REQUESTING **MARITIME AGENCY** TO PAY TO THE **PRACTICE** THE AMOUNT OF THE OVERDUE DEBT PLUS INTEREST OF ONE PERCENT (1%) PER MONTH, PRO RATA DIE, WHICH WILL EXPIRE ON THE FIRST DAY OF EACH MONTH SUBSEQUENT TO THE MONTH OF EXPIRATION, IN ADDITION TO A FIVE PERCENT (5%) DELINQUENCY CHARGE ADJUSTED BY THE GENERAL MARKET PRICE INDEX (IGP-M).

PARAGRAPH ONE: AT THE SOLE DISCRETION OF THE **PILOTAGE**, A **MARITIME AGENCY**, WHICH IS DELINQUENT IN RELATION TO THIS AGREEMENT, MAY BE REQUIRED TO PRESENT A SECURITY DEPOSIT AT THE AMOUNT OF THE REQUESTED MANEUVERS AS OF THE DEFAULT AND UNTIL IT HAS SETTLED ANY FINANCIAL PENDING MATTER RESULTING FROM THIS AGREEMENT.

PARAGRAPH TWO: WHEN THE DEFAULT EXCEEDS THE PERIOD OF THIRTY (30) DAYS, THE PROVISION OF THE REQUESTS FOR MANEUVERS SERVICE WILL BE CONDITIONED TO THE PAYMENT OF THE TOTAL OUTSTANDING BALANCE.

PARAGRAPH THREE: OBLIGATIONS OVERDUE FOR MORE THAN THIRTY (30) DAYS WILL BE SENT TO THE SECURITIES PROTEST REGISTER, WITHOUT PREJUDICE TO THE FILING OF AN ACTION FOR EXECUTION OF THE DEBT. IN THESE CASES, THE DEFAULTING PARTY SHALL ALSO PAY FOR THE AMOUNTS REFERRED TO JUDICIAL COSTS AND CHARGES, NOTARY COSTS AND CHARGES, IN ADDITION TO ATTORNEY'S FEES, WHICH, BY THIS INSTRUMENT, ARE FIXED IN 10%, BOTH FOR JUDICIAL AND EXTRA JUDICIAL CAUSES.

PENALTIES

CLAUSE 23: IF THE PILOTAGE SERVICE FAILS TO START AT THE SCHEDULED TIME - OR IF IT HAS TO BE INTERRUPTED ONCE IT HAS BEEN INITIATED- FOR REASONS UNRELATED TO THE **PILOTAGE**, WHEN THE PILOT IS AVAILABLE, ON LAND

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

OR ON BOARD, THE **MARITIME AGENCY** WILL PAY THE AMOUNT SET FORTH IN **ANNEX B, ITEM 2**, COUNTED AS OF THE TIME ORIGINALLY EXPECTED FOR THE BEGINNING OF THE SERVICE OR AS OF ITS INTERRUPTION, UNTIL THE SERVICE IS RESTARTED OR THE PILOT IS FORMALLY DISMISSED.

PARAGRAPH ONE: FOR THE PURPOSE OF BILLING THE AVAILABLE HOURS, EXCEPT AS PROVIDED IN PARAGRAPH TWO, THE TIMES ELAPSED UNTIL THE EFFECTIVE START OR RESTART OF THE SERVICE, AS DEFINED IN THE MAIN SECTION OF THIS CLAUSE, ARE THE FOLLOWING:

I - AT THE PORTS AND TERMINALS OF BAIA DE GUANABARA, PORTO DE ANGRA E PORTO DO FORNO: THIRTY (30) MINUTES FOR THE FIRST HOUR AND ANY FRACTION OF AN HOUR FOR THE FOLLOWING HOURS;

II - IN THE PORTS AND TERMINALS OF BAIA DE SEPETIBA OR AT THE TERMINAL OF BAIA DE ILHA GRANDE: FORTY-FIVE (45) MINUTES FOR THE FIRST HOUR AND ANY FRACTION OF HOUR FOR THE FOLLOWING HOURS.

PARAGRAPH TWO: IN THE PORTS AND TERMINALS OF BAIA DE SEPETIBA OR AT THE TERMINAL OF BAIA DE ILHA GRANDE, WHEN THE OCCURRENCE OF AN AVAILABLE PILOT IS GIVEN TO ANOTHER VESSEL, CAUSING DISRUPTION IN THE PERFORMANCE OF THE MANEUVER REQUESTED, THE **MARITIME AGENCY** SHALL PAY THE AMOUNT SET FORTH IN **ANNEX B** AS OF NINETY (90) MINUTES FROM THE INITIAL SCHEDULE OF WORK FOR THE FIRST HOUR AND ANY FRACTION OF HOUR FOR THE SUBSEQUENT HOURS.

C) AFTER THE EXPIRATION OF THE THIRD HOUR, COUNTED AS OF THE TIME SCHEDULED FOR THE BEGINNING OF THE MANEUVER, IF IT HAS NOT YET BEEN INITIATED, IT WILL BE AUTOMATICALLY CANCELLED BY THE WATCHTOWER, AND THE AGENT SHALL SCHEDULE A NEW APPOINTMENT, FOLLOWING THE TERMS OF THE **ANNEX B**.

CLAUSE 24: WHEN THE VESSEL IS READY FOR MANEUVER AND THERE IS A DELAY IN THE ATTENDANCE OF THE PILOT ON BOARD, THE **PILOTAGE** SHALL PAY TO **MARITIME AGENCY** A FINE IN THE AMOUNT ESTABLISHED IN **ANNEX B, ITEM 2**, APPLIED TO THE SAME PERIODS AND CONDITIONS PROVIDED FOR IN CLAUSE 23 .

SOLE PARAGRAPH: ANY DISCREPANCY VERIFIED BY THE **PILOTAGE** IN THE BILLING(S) FOR DELAY IN THE ATTENDANCE OF THE PILOT SUBMITTED BY THE **MARITIME AGENCY**, IN RELATION TO WHAT IS ESTABLISHED IN THIS AGREEMENT, SHALL BE CLAIMED WITHIN SEVEN (7) CALENDAR DAYS OF THEIR SUBMISSION, AND ANY SILENCE SHALL BE DEEMED AS AGREEMENT.

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

IMPOSSIBILITY OF DISEMBARKATION OF THE PILOT

CLAUSE 25: WHEN, DUE TO A SUDDEN CHANGE IN THE CONDITIONS OF THE SEA, THE PILOT CANNOT DISEMBARK AND THE MASTER OF THE VESSEL DECIDES TO PROCEED WITH THE TRIP, FREE LODGING AND MEALS SHALL BE PROVIDED TO THE PILOT, AT THE SAME STANDARDS PROVIDED BY THE OFFICIALS ON BOARD. THE MASTER SHALL ARRANGE FOR THE DISEMBARKATION OF THE PILOT IN THE VICINITY OF THE NEAREST BRAZILIAN PORT, EVEN IF NOT AT THE PORT OF DESTINY, AND THE **MARITIME AGENCY** SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR THE DISEMBARKATION AND RETURN OF THE PILOT TO RIO DE JANEIRO, RJ, THROUGH THE FASTEST MEANS OF TRANSPORTATION, UNDER FAVORABLE AND SAFE METEOROLOGICAL CONDITIONS.

SOLE PARAGRAPH: WHEN THERE IS TECHNICAL FEASIBILITY AND AGREEMENT BETWEEN THE PARTIES, THE EMBARKATION OR DISEMBARKATION OF PILOTS CAN BE DONE BY HELICOPTER, BEING NECESSARY, IN THESE CASES, THE COMPLIANCE WITH THE INTERNATIONAL STANDARDS RECOMMENDED FOR THIS PURPOSE, ESPECIALLY THE "GUIDE HELICOPTER/SHIP OPERATIONS" PRODUCED BY THE INTERNATIONAL CHAMBER OF SHIPPING (ICS). THE COSTS ARISING FROM THIS TYPE OF EMBARKATION/DISEMBARKATION SHALL BE BORNE BY THE REQUESTING PARTY.

SUPPLEMENTARY PROVISIONS

- CLAUSE 26: OTHER PRICE AGREEMENTS ENTERED INTO DIRECTLY BETWEEN SHIPOWNERS AND THE PILOTAGE SHALL TAKE PRECEDENCE OVER THIS AGREEMENT.
- CLAUSE 27: ANY NOVATION BETWEEN THE PARTIES (**PILOTAGE AND SINDARIO**) TO THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED TO BE A LIBERALITY OF THE GRANTING PARTY AND SHALL NOT BE A PART THEREOF, UNLESS IF THE PARTIES, BY MUTUAL AGREEMENT, MAKE A WRITTEN AMENDMENT TO THIS AGREEMENT.
- CLAUSE 28: THE GROSS TONNAGE (GT) TO BE CONSIDERED IN ORDER TO DEFINE THE PRICES OF THE SERVICES UNDER THIS AGREEMENT SHALL BE THE INTERNATIONAL GROSS TONNAGE, AS SET FORTH IN THE INTERNATIONAL GROSS TONNAGE CERTIFICATE, ISSUED BY VESSEL CLASSIFIER. UNDER NO CIRCUMSTANCES ANY OTHER TONNAGE VALUES SHALL BE ADMITTED, SUCH AS: SUEZ CANAL TONNAGE, PANAMA CANAL TONNAGE OR REDUCED GROSS TONNAGE, FOR EXAMPLE.
- CLAUSE 29: THE **MARITIME AGENCY** SHALL INSTRUCT THE VESSEL'S MASTERS TO SIGN THE SERVICE PROVISION VOUCHER, INCLUDED IN **ANNEX F**, WHICH WILL BE

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

PRESENTED BY THE PILOTS.

- CLAUSE 30: THE **MARITIME AGENCY** UNDERTAKES TO PROVIDE, UPON THE REQUEST FOR PILOTAGE SERVICES, ALL THE DOCUMENTS NECESSARY FOR THE REGISTRATION OF SHIPOWNERS OR OTHER PARTIES RESPONSIBLE FOR THE PAYMENT AGAINST WHICH THE INVOICES WILL BE ISSUED CORRESPONDING TO THE SERVICES PROVIDED, AS WELL AS A STATEMENT OF RESPONSIBILITY FOR THE PAYMENT.
- CLAUSE 31: THE **MARITIME AGENCY** UNDERTAKES AND IS RESPONSIBLE FOR PROVIDING ITS CLIENTS, WHO HIRE THE PILOTAGE SERVICES THROUGH ITS MEDIATION, WITH ALL THE INFORMATION AND CLARIFICATIONS REGARDING THE CONDITIONS AND VALUES ESTABLISHED IN THIS AGREEMENT, IN ORDER TO PREVENT PROBLEMS IN THE PAYMENT FOR SERVICES PROVIDED BY IGNORANCE OF THE TERMS OF THIS AGREEMENT.
- CLAUSE 32: THE PARTIES DECLARE THEIR PERMANENT INTENTION OF IMPROVING THE COMPETITIVENESS OF THE PRODUCTIVE CHAIN OF MARITIME TRANSPORTATION IN THE STATE OF RIO DE JANEIRO.

JURISDICTION

- CLAUSE 33: THE JURISDICTION ELECTED TO SOLVE DOUBTS AND PROSECUTE ACTIONS DERIVED FROM THIS AGREEMENT IS THE JUDICIAL DISTRICT OF THE CAPITAL OF THE STATE OF RIO DE JANEIRO, RJ, WITH EXPRESS WAIVER OF ANY OTHER, HOWEVER PRIVILEGED IT MAY BE.

IN WITNESS WHEREOF, THE PARTIES SIGN THIS AGREEMENT IN TWO (2) COUNTERPARTS OF EQUAL CONTENTS, FOR ONE SOLE PURPOSE, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES, IN ORDER TO PRODUCE ITS LAWFUL EFFECTS.

RIO DE JANEIRO, APRIL 1ST, 2017.

SINDIPRÁTICOS:

EVERTON SCHMIDT
PRESIDENT
CPF (National Register of Natural Person):

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

SINDARIO:

JOSÉ CARLOS GOMES
PRESIDENT
CPF: 346.849.487-49

SÉRGIO SOARES FERREIRA
WITNESS
CPF: 607.696.617-34

LUIZ ANTONIO CARVALHO
WITNESS
CPF 388.594.087-68

ANNEX A - PRICE TABLES

I - PORTS OF RIO DE JANEIRO AND NITERÓI

TABLE 1 - GENERAL CARGO, BULK, TANK/GAS AND OTHERS

GRT Ranges		SOUTH OF THE BRIDGE	NORTH OF THE BRIDGE	GAS/TANK SHIPS
0	10,000	8,857.00	9,248.00	14,494.00
10,001	20,000	11,298.00	11,841.00	17,626.00
20,001	30,000	13,897.00	14,531.00	21,511.00
30,001	40,000	16,496.00	17,287.00	25,805.00
40,001	50,000	19,166.00	19,997.00	30,438.00
50,001	75,000	21,694.00	22,755.00	35,297.00
75,001	100,000	26,055.00	27,299.00	40,266.00
100,001	150,000	33,873.00	35,499.00	45,103.00
150,001	above	37,259.00	39,048.00	49,576.00

Note 1: South of the Bridge, including tank/gas vessels, when in operation, supply, repair or arrival

Note 2: North of the Bridge, including tank/gas vessels, when in supply, repair or arrival

Note 3: Tank/gas ships, only when in loading or unloading operations, north of the Bridge

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

TABLE 2 - PASSENGER SHIPS

GRT Ranges		SOUTH OF THE BRIDGE R\$	NORTH OF THE BRIDGE R\$
Up to	10,000	8,416.00	8,783.00
10,001	20,000	10,734.00	11,248.00
20,001	30,000	13,202.00	13,804.00
30,001	40,000	15,672.00	16,422.00
40,001	50,000	18,160.00	19,000.00
50,001	75,000	20,607.00	21,616.00
75,001	100,000	24,753.00	25,933.00
100,001	115,000	32,179.00	33,725.00
115,001	130,000	41,832.00	43,842.00
130,001	145,000	54,382.00	56,994.00

TABLE 3 - FULL CONTAINER VESSELS

GRT Ranges		SOUTH OF THE BRIDGE	NORTH OF THE BRIDGE
Up to	10,000	7,026.00	7,361.00
10,001	20,000	9,135.00	9,570.00
20,001	30,000	11,242.00	11,778.00
30,001	40,000	13,351.00	13,988.00
40,001	50,000	15,458.00	16,197.00
50,001	75,000	17,568.00	18,404.00
75,001	100,000	21,080.00	22,085.00
100,001	115,000	25,296.00	26,502.00
115,001	130,000	30,355.00	31,803.00

TABLE 4 - OTHER MANEUVERS

Type of vessel and GRT Ranges	SOUTH OF THE BRIDGE	NORTH OF THE BRIDGE
BARGE, LIGHTER, DREDGER, BLOCK OR SIMILAR (UP TO 40,000 GRT)	16,548.00	17,326.00
RIG VESSEL (ANY GRT)	41,368.00	43,317.00
PLSV VESSEL (UP TO 50,000 GRT)	19,112.00	20,013.00

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

II - PORTS AND TERMINALS OF THE BAYS OF SEPETIBA AND ILHA GRANDE

TABLE 5 - GENERAL CARGO, BULK, TANK/GAS AND OTHERS

GRT Ranges		ILHA GUAÍBA	ITAGUAÍ AND SOUTHEAST PORT	ILHA GRANDE AND GEBIG	CSA
Up to	15,000	11,133.00	13,742.00	27,693.00	16,595.00
15,001	25,000	15,920.00	19,639.00	34,614.00	23,712.00
25,001	50,000	25,040.00	34,203.00	41,535.00	41,301.00
50,001	80,000	33,586.00	47,493.00	57,704.00	49,869.00
80,001	100,000	38,311.00	53,328.00	65,777.00	55,994.00
100,001	140,000	43,838.00	60,763.00	73,870.00	63,803.00
140,001	180,000	54,797.00	74,464.00	90,016.00	79,427.00
180,001	above	63,984.00	93,079.00	105,490.00	96,182.00

TABLE 6 - PASSENGER SHIPS

GRT Ranges		JAGUANUM	ILHA GRANDE
Up to	20,000	12,980.00	12,980.00
20,001	30,000	15,925.00	15,925.00
30,001	40,000	18,947.00	18,947.00
40,001	50,000	21,916.00	21,916.00
50,001	75,000	24,936.00	24,936.00
75,001	100,000	29,915.00	29,915.00
100,001	115,000	38,904.00	38,904.00
115,001	130,000	50,575.00	50,575.00
130,001	145,000	65,748.00	65,748.00

TABLE 7 - FULL CONTAINER VESSELS

GRT Ranges		ITAGUAÍ
Up to	10,000	9,894.00
10,001	20,000	12,867.00
20,001	30,000	15,833.00
30,001	40,000	18,800.00
40,001	50,000	21,769.00
50,001	75,000	24,738.00
75,001	100,000	29,686.00
100,001	115,000	35,623.00
115,001	130,000	42,747.00

TABLE 8 - OTHER MANEUVERS

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

Type of vessel and GRT Ranges	ILHA GUAÍBA	ITAGUAÍ AND PORTO SUDESTE	ILHA GRANDE AND GEBIG	CSA
BARGE, LIGHTER, DREDGER, BLOCK OR SIMILAR (UP TO 40,000 GRT)	16,548.00	22,423.00	27,867.00	24,789.00
RIG VESSEL (ANY GRT)	41,368.00	56,054.00	70,739.00	61,970.00
PLSV VESSEL (UP TO 50,000 GRT)	19,112.00	25,987.00	32,682.00	28,630.00

III - PORTS AND TERMINALS OF ANGRA DOS REIS, FORNO, PARATY, CABO FRIO AND BÚZIOS

TABLE 9 - GENERAL LOAD, BULK, MARITIME SUPPORT AND OTHERS

GRT Ranges		ANGRA DOS REIS (COMMERCIAL DOCK), FORNO, PARATY AND BÚZIOS
Up to	10,000	13,345.00
10,001	20,000	16,275.00
20,001	30,000	19,972.00
30,001	40,000	23,762.00
40,001	50,000	27,488.00
50,001	75,000	31,277.00
75,001	100,000	37,521.00
100,001	above	48,795.00

TABLE 10 - PASSENGER SHIPS

GRT Ranges		ANGRA DOS REIS (ANY LOCATION)	FORNO, PARATY AND BÚZIOS
Up to	10,000	10,708.00	11,409.00
10,001	20,000	12,980.00	13,916.00
20,001	30,000	15,925.00	17,075.00
30,001	40,000	18,947.00	20,316.00
40,001	50,000	21,916.00	23,503.00
50,001	75,000	24,936.00	26,740.00
75,001	100,000	29,915.00	32,082.00
100,001	115,000	38,904.00	41,722.00
115,001	130,000	50,575.00	54,239.00
130,001	145,000	65,748.00	70,512.00

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

TABLE 11 -OTHER MANEUVERS

Type of vessel and GRT Ranges	ANGRA DOS REIS (ANY LOCATION)
BARGE, LIGHTER, DREDGER, BLOCK OR SIMILAR (UP TO 40,000 GRT)	27,867.00
RIG VESSEL (ANY GRT)	70,739.00
PLSV VESSEL (UP TO 50,000 GRT)	32,682.00

IV - SPECIAL MANEUVERS

Any other maneuver not provided for in this agreement and/or its annexes shall be the subject of negotiation between the parties.

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

**ANNEX B- SERVICE CONDITIONS, INDEMNIFICATIONS AND ADDITIONAL
ITEMS**

I – REQUEST FOR MANEUVER, RESCHEDULING AND WITHDRAWAL

1-RIO DE JANEIRO and NITERÓI

Scheduling	2 hours prior to the boarding of the pilot.
Rescheduling	1 hour and 30 minutes prior to the boarding of the pilot.
Withdrawal, without charge	1 hour and 30 minutes prior to the boarding of the pilot.

2 - BAÍA DE SEPETIBA

Scheduling	3 hours prior to the boarding of the pilot. 2 hours and 30 minutes prior to the boarding of the pilot for exit.
Rescheduling	2 hours prior to the boarding of the pilot.
Withdrawal, without charge	2 hours and 30 minutes prior to the boarding of the pilot.

3 - ANGRA DOS REIS and PARATI

Scheduling	3 hours and 30 minutes prior to the boarding of the pilot.
Rescheduling	2 hours prior to the boarding of the pilot.
Withdrawal, without charge	2 hours and 30 minutes prior to the boarding of the pilot.

4 - FORNO AND BÚZIOS

Scheduling	5 hours prior to the boarding of the pilot.
Rescheduling	4 hours prior to the boarding of the pilot.
Withdrawal, without charge	4 hours prior to the boarding of the pilot.

II - INDEMNIFICATIONS AND ADDITIONAL ITEMS

Maneuver Withdrawal, outside the scheduled times.	1,781.00
Pilot Available, first hour or fraction*.	1,480.00
Pilot Available, second hour (1 hour and 1 minute up to 2 hours)	2,221.00
Pilot Available, third hour (2 hours and 1 minute up to 3 hours)	3,020.00
Penalty for Pilot Delay, per hour or fraction *.	1,480.00
Penalty for Pilot Delay, second hour (1 hour and 1 minute up to 2 hours)	2,221.00
Penalty for Pilot Delay, third hour (2 hours and 1 minute up to 3 hours)	3,020.00

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

ANNEX C-DEFINITIONS OF REGULAR MANEUVERS, STANDARD AND ADDITIONAL PERCENTAGES FOR SPECIAL CONDITIONS

I-DEFINITIONS OF REGULAR MANEUVERS

1. **Standard Value:** is the value, expressed in Reais, presented in the Tables of the "Annex A" for the Gross Tonnage range (AB or GT) in which the vessel is classified, except when set forth otherwise in this instrument.
2. **Regular Maneuver:** the one in which the dimensions of the vessel, its respective draft and limiting environmental conditions are within the parameters established by the Maritime and Port Authorities, and defined in items 3 to 11 of this Annex.
3. **Entering and Docking:** Consists of moving the ship from the bar to the designated docking berth, where it is docked. It includes navigation and, whenever it occurs, the rotation of the vessel.
4. **Entering and Mooring:** Consists of moving the vessel from the bar to the designated mooring area, where it is anchored. It includes navigation and, whenever it occurs, the rotation of the vessel.
5. **Lifting and Docking:** Consists of moving the ship from the mooring area to the designated docking berth, where it is docked. It includes navigation and, whenever it occurs, the rotation of the vessel.
6. **Undocking and Exiting:** Consists of undocking the vessel and moving it from the docking berth to the bar. It includes navigation and, whenever it occurs, the rotation of the vessel.
7. **Undocking and Mooring:** Consists of undocking the ship and moving it from the docking berth to the designated mooring area, where it is moored. It includes navigation and, whenever it occurs, the rotation of the vessel.
8. **Lifting and Exiting:** Consists of moving the ship from the mooring area to the bar. It includes navigation and, whenever it occurs, the rotation of the vessel.
9. **Change of Berth or Rotation:** consists in undocking the ship from a berth and docking in another berth or in the berth itself, as designated. It includes, whenever it occurs, the navigation, wide movement and rotation of the vessel.
10. **Change of Berth, exclusively at the South face of the Pier of the CSN/TECAR of the Port of Itaguaí (COTS 101 and 102):** consists in the undocking of the ship from a berth and docking it in another berth, without rotating the vessel.
11. **Change of Mooring Berth:** Consists of moving the ship from one mooring to another designated mooring, mooring it. It includes navigation and, whenever

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

it occurs, the rotation of the vessel.

The scope of this agreement does not include any other services or technologies which may be developed during its term, and they shall be subject to a specific negotiation or future amendments to the agreement.

I - Services and technologies not included in this agreement include, but are not limited to:

- a) Rating systems from draft in real-time;
- b) Active traffic control systems;
- c) VTS;
- d) Execution of maneuvers simulations;
- e) Issuance of opinions;
- f) Maneuvers in conditions not foreseen at the execution of the agreement;
- g) Means of embarkation or disembarkation of the pilot other than the pilot boat.

II - PERCENTAGE OF THE STANDARD VALUES OF THE VALUES TO BE APPLIED IN THE BILLING OF PILOTAGE SERVICES

1 - PORTS OF RIO DE JANEIRO AND NITERÓI

Mooring/ Docking or Undocking/ Mooring or Change of Mooring or Mooring/Exit	100% of the Standard Value
Change of Berth	200% of the Standard Value

2 - PORT OF ITAGUAÍ AND SOUTHEAST PORT

Entering and Docking directly from the bar	100% of the Standard Value
Undocking and exiting to the bar, after direct docking	100% of the Standard Value
When the ship enters from the bar and moors, or lifts and docks or undocks and exits to the bar.	78.35% of the Standard Value, for each movement.
When the ship lifts and exits to the bar, after having undocked to the internal mooring berth, already having moored at the entrance, before the docking	78.35% of the Standard Value
Change of Berth, inside the ports of Itaguaí, CSA and Southeast Port. Not applicable when between the above mentioned ports.	70% of the Standard Value
Rotation (change of docking board in the same berth)	70% of the Standard Value
Change of berth 101 to 102 of the CSN Terminal - Itaguaí - without rotation and vice versa, before the beginning of the loading.	50% of the Value

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

Change from berth 101 to 102 of the CSN Terminal-Itaguaí-without rotation and vice versa. Loaded or Half-Loaded Ship	60% of the Standard Value
Undocking for Internal Mooring or Docking from the Internal Mooring, when it occurs after the first docking of the vessel, regardless of the number of occurrences, without the vessel leaving the port.	35% of the Standard Value for each time the ship maneuvers
Non-Commercial Scale Ships (supply/repairs and/or crew), mooring at the Jurubaíba mooring berth.	80% of the standard value

3 - TERMINAL OF ILHA GUAÍBA

Entering from the bar and direct docking	100% of the Standard Value
Undocking and exiting to the bar, after direct docking	100% of the Standard Value
When the ship enters from the bar and moors, or lifts and docks or undocks and exits to the bar.	88.35% of the Standard Value, for each movement.
When the ship lifts and exits to the bar, after having undocked to the internal mooring berth, already having moored at the entrance, before the docking	88.35% of the Standard Value
Non-Commercial Scale Ships (supply/repairs and/or crew), mooring at the Guaíba Mooring berth.	80% of the Standard Value
Undocking for Internal Mooring or Docking from the Internal Mooring, when it occurs after the first docking of the vessel, regardless of the number of occurrences, without the vessel leaving the port.	65% of the Standard Value
Change of mooring from Itaguaí to Ilha Guaíba or vice versa.	65% of the Standard Value
Docking in Ilha Guaíba of a ship moored in Itaguaí.	65% of the Standard Value
Docking in Itaguaí of a ship moored in Ilha Guaíba.	65% of the Standard Value for Ilha Guaíba + 46.56% of the Standard Value for the Port of Itaguaí
SOUTHERN BERTH- Moving the ship along the dock WITHOUT using the Propulsion System of the ship (MOVEMENT WITH CABLES). Tugboats can be used in push-pull for maintenance of the ship to the pier	50% of the standard maneuver. There are no additional towing costs
SOUTHERN BERTH- Movement of the ship to the wharf USING the Propulsion System of the ship. Tugboats can be used in push-pull for	60% of the standard maneuver for drafts up to 13.5 m and 70% of the standard maneuver for drafts above

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

maintenance of the ship to the pier	13.5 m. There are no additional towing costs
SOUTHERN BERTH- Moving the ship to the wharf WITHOUT using the Propulsion System of the ship (MOVEMENT by TOWING). One or more tugboats used in replacement of the ship's Propulsion System	60% of the standard maneuver for drafts of up to 13.5 m and 70% of the standard maneuver for drafts above 13.5 m. A towing surcharge (50%) will be added over the value of 60% or 70% of the standard maneuver, according to the draft.
SOUTHERN BERTH- Rotation from port to starboard or vice versa	100% of the standard maneuver.

III - ADDITIONAL AMOUNTS FOR SPECIAL CONDITIONS

1 - ANY PORT OR TERMINAL

Dike Entering or Exiting Maneuvers.	50% increase to the Standard Value
Maneuver by Towing	50% increase to the Standard Value
Ships with machine and/or rudder deficiency.	50% increase to the Standard Value
Docking/undocking alongside	50% increase to the Standard Value
Vessel transporting offshore structure	100% increase to the Standard Value
Deficiency and/or absence of navigation equipment	50% increase to the Standard Value
Deficiency in the radar which makes it impossible to use this resource in the execution of the maneuver	50% increase to the Standard Value
Rotation deficiency	50% increase to the Standard Value

Note: the forecast of the additional values in the special conditions does not oblige the Pilot to perform the maneuver, which will only occur at his discretion, when it does not present risk to its safe execution.

2 - Other Special Maneuvers.

Any other maneuver not provided for in this agreement and/or its annexes shall be the subject of negotiation between the parties, and the result of such negotiation must be reported to SINDARIO.

ANNEX D - REQUEST FOR SERVICE AND WARRANTY OF PAYMENT

Name of the Ship:

Flag:

IMO Number:

Gross Dead weight (DWT):

IRIN:

Deadweight Tonnage (DWT):

PILOTAGE SERVICE AGREEMENT SINDARIO/SINDIPRÁTICOS

Gross Tonnage (GRT):

Net Tonnage (NRT):

Length Overall (LOA):

Place of Service Provision:

ETA:

ETB:

ETS:

(NAME OF THE REQUESTING AGENT), acting as Agent of the Shipowners/Charterers (NAME OF SHIPOWNER/ CHARTERER), located in (country where it is registered), informs that it has received from its principals the assignment of requesting the pilotage services for the referred vessel, and that they possess financial conditions to honor the payment of the following maneuvers:

Entering and Mooring

Undocking for Travel

Entering and Docking

Undocking and Mooring

Dike Entering and Exiting Maneuvers.

Lifting and Docking

Others

Company: _____
CNPJ (National Register of Legal Entity):

NOTES:

The Requesting Party undertakes to pay for the services provided the amounts agreed between the MARITIME AGENCY and the PILOTAGE, contained in Annexes A, B and C of the PILOTAGE SERVICE AGREEMENT executed between Sindario and Sindipráticos, within the terms and conditions established between the parties.

RIO DE JANEIRO, (MONTH/ DAY/YEAR)

AGENT
CNPJ

NAME OF THE PERSON SIGNING THIS DOCUMENT
ID/ CNPJ

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

ANNEX E - RELATIONSHIP OF ASSOCIATES OF SINDARIO

- 01. ALIANÇA NAVEGAÇÃO E LOGÍSTICA LTDA**
CNPJ: 02.427.026/0020-09

- 02. AWS ENGENHARIA CONSULTORIA INSP. E CERTIFICAÇÃO LTDA.**
CNPJ: 11.907.670/0001-02

- 03. BERGESEN DO BRASIL PARTICIPAÇÕES LTDA.**
CNPJ: 03.933.809/0001-64

- 04. BPA AGENCIAMENTOS MARÍTIMOS LTDA.**
CNPJ: 09.619.213/0002-51

- 05. BRASCO LOGÍSTICA OFFSHORE LTDA.**
CNPJ: 03.562.124124/0001-59

- 06. BRAZIL P& I LTDA**
CNPJ: 01.827.257/0001-84

- 07. BRAZIL PEGASUS AGÊNCIA MARÍTIMA LTDA.**
CNPJ: 08.178.217/0001-06

- 08. BUARQUE & CIA. LTDA.**
CNPJ: 33.154.675/0001-44

- 09. CMA-CGM DO BRASIL AGÊNCIA MARÍTIMA LTDA.**
CNPJ: 05.951.386/0001-30

- 10. DFX TRANSPORTE INTERNACIONAL LTDA.**
CNPJ: 00.626.877/0001-92

- 11. ESTALEIRO BRASA LTDA.**
CNPJ: 14.983.032/0001-69

- 12. FINARGE APOIO MARÍTIMO LTDA**
CNPJ: 10.383.827/0001-85

- 13. GAC BRASIL.**
CNPJ: 07.925.554/0002-20

- 14. GAC LOGISITICA DO BRASIL LTDA.**

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

CNPJ: 07.925.554/0005-72

15. **GEM SHIPPING LTDA.**
CNPJ: 15.193.213/0001-54

16. **GREAT OCEAN SERVIÇOS MARÍTIMOS LTDA.**
CNPJ: 14.443.614/0001-52

17. **INTERCLEARANCE SERVIÇOS MARÍTIMOS LTDA.**
CNPJ: 07257768/0001-94

18. **INTERFREIGHT TRANSPORTES INTERNACIONAIS LTDA.**
CNPJ: 00.746.905/0001-05

19. **ISS MARINE SERVICES LTDA.**
CNPJ: 05.429.268/0001-67

20. **“K” LINE RORO & BULK AGENCIA MARÍTIMA (BRASIL) LTDA.**
CNPJ: 10.744.014/0002-54

21. **KADMOS AGÊNCIA MARÍTIMA LTDA.**
CNPJ: 18.492.040/0001-63

22. **KRISTEN AGÊNCIA MARÍTIMA LTDA.**
CNPJ: 08.868.947/0001-20

23. **LBH BRASIL AGENCIAMENTO MARÍTIMO LTDA.**
CNPJ: 32.396.632/0002-93

24. **MAROIL APOIO MARÍTIMO LTDA.**
CNPJ: 31.607.013/0001-57

25. **MONTESERRAT TRANSPORTE AGÊNCIA MARÍTIMA LTDA**
CNPJ: 17.615.463/0001-60

26. **MSC MEDITERRANEAN SHIPPING DO BRASIL LTDA**
CNPJ: 02.378.779/0005-32

27. **NITSHORE ENGENHARIA E SERVIÇOS PORTUÁRIOS S.A.**
CNPJ: 07.522.140/0001-79

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

- 28. OCEANUS AGÊNCIA MARÍTIMA S/A.**
CNPJ: 32.082.489/0021-28

- 29. ORION RODOS MARÍTIMA PORTUÁRIA**
CNPJ: 07.053.244/0003-43

- 30. OCEAN WORLD SHIPPING-AGÊNCIA MARÍTIMA E OPERADORA
PORTUÁRIA LTDA-EPP**
CNPJ: 10.524.257/0002-87

- 31. PENNANT ALL FLAGS AGENCIAMENTO LTDA.**
CNPJ: 16.671.389/0001-37

- 32. PENNANT SERVIÇOS MARÍTIMOS LTDA.**
CNPJ: 36.140.812/0001-80

- 33. PHETHER LOG SERV. MARÍTIMOS LTDA..**
CNPJ: 22.238.446/0001-91

- 34. PÍER MAUÁ S/A.**
CNPJ: 02.434.768/0001-07

- 35. PORT LOGISTIC AGÊNCIA MARÍTIMA LTDA.**
CNPJ: 08.068.854/0001-11

- 36. PORTO SUDESTE**
CNPJ: 08.310.839/0001-38

- 37. RELIANCE AGENCIAMENTO E SERVIÇOS PORTUÁRIOS LTDA.**
CNPJ: 03.574.813/0002-64

- 38. RLOG LOGÍSTICA E AGENCIAMENTO MARÍTIMO LTDA.**
CNPJ: 07.407.179/0001-45

- 39. ROCHAMAR AGÊNCIA MARÍTIMA S/A LTDA.**
CNPJ: 11.256.147/0004-06

- 40. SAVINO DEL BENE DO BRASIL LTDA.**
CNPJ: 03.029.134/0004-76

- 41. SEASHORE SOLUTIONS COMÉRCIO E SERVIÇOS MARÍTIMOS LTDA.**

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

CNPJ: 07.766.958/0001-37

42. SEPETIBA TECON S/A.

CNPJ: 02.394.276/0002-08

43. SMART OFFSHORE AGÊNCIA MARÍTIMA DO BRASIL LTDA.

CNPJ: 15.310.952/0001-89

44. SPOTMAR SERVIÇOS MARÍTIMOS E PORTUÁRIOS LTDA

CNPJ: 32.352.700/0001-31

45. SYNERGY OFFSHORE DO BRASIL LTDA.

CNPJ: 13.721.236/0001-69

46. TERRA ENERGY AGÊNCIA MARÍTIMA LTDA.

CNPJ: 08.965.788/0001-82

47. TRIAINA AGÊNCIA MARÍTIMA LTDA EPP

CNPJ: 01.255.046/0003-86

48. TRIUNFO LOGÍSTICA LTDA.

CNPJ: 29.355.260/0001-61

49. UNIMAR AGENCIAMENTOS MARÍTIMOS LTDA.

CNPJ: 00.728.995/0001-01

50. UNIMARE AGÊNCIA MARÍTIMA LTDA.

CNPJ: 27.841.816/0001-02

51. UNISAM OFFSHORE E AGÊNCIA MARÍTIMA LTDA.

CNPJ: 06.319.981/0002-00

52. VINYMAR AGÊNCIA E ASSESSORIA MARÍTIMA LTDA - EPP.

CNPJ: 20.737.762/0001-82

53. V. SHIPS BRASIL S.A.

CNPJ: 27.075.621/0001-90

54. V. SHIPS BRASIL OFFSHORE S.A.

CNPJ: 12.781.395/0001-96

**PILOTAGE SERVICE AGREEMENT
SINDARIO/SINDIPRÁTICOS**

55. WILHELMOSEN SHIPS SERVICE DO BRASIL LTDA.

CNPJ: 42.586.974/0001-49

56. WWR AGÊNCIA MARÍTIMA E SERVIÇOS LTDA.

CNPJ: 16.384.978/0001-34

57. WILSON SONS AGÊNCIA MARÍTIMA LTDA.

CNPJ: 00.423.733/0013-72

58. ZIM DO BRASIL LTDA

CNPJ: 29.978.327/0002-03

