

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
SEA TOW SERVICES INTERNATIONAL**

This Memorandum of Understanding is between the United States Power Squadrons, a non-profit corporation organized under the laws of the State of North Carolina and qualified as tax exempt under section 501(c)(3) of the Internal Revenue Code of the United States (hereinafter "USPS") and Sea Tow Services International, Inc. a for-profit corporation organized under the laws of the State of New York (hereinafter "STSI").

WHEREAS, USPS has been actively engaged in the education of its members in a wide variety of boating and nautical subjects since its establishment in 1914; has initiated emergency training of the general public in matters of seamanship, boat-handling, and navigation during World Wars I and II; and for one hundred years, has provided our Nation with basic and safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; and,

WHEREAS, Sea Tow Services International Inc. is the world's leading marine assistance provider. Founded in 1983 by Chairman and CEO Capt. Joe Frohnhoefer, Sea Tow now serves over 160,000 members in more than 100 locations throughout the United States, Europe, the U.S. Virgin Islands and Puerto Rico.

WHEREAS, both USPS and STSI have a mutual interest in establishing a cooperative arrangement to jointly work together to promote boating safety and education among recreational boaters;

NOW, THEREFORE, the parties hereto agree as follows:

I. USPS® will:

A. Maintain the Marketing Director as its principal USPS point of contact for purposes of liaison and coordination in furtherance of this joint effort.

B. Provide literature promoting the USPS Public Boating Courses to STSI to make available to franchisees for distribution at their discretion to those boaters assisted by Sea Tow on the water.

C. Authorize its Squadrons and Districts to offer participation to local STSI franchisees as resources for furthering boating education and safety by developing mutually agreeable

arrangements for such things as: on the water training for members, as experts in on the water assistance, etc.

D. Offer all USPS boating course graduates a 60-day Sea Tow membership at course completion via STSI provided membership application. Provide Sea Tow membership applications to course participants. Course participants are responsible for submitting all information to Sea Tow. Complete participant information and use of the supplied Promo Code must be received for a membership to be activated. Memberships are effective 24 hours after receipt of information by STSI.

E. Provide articles on safe boating practices and educational information produced by USPS and its members to STSI for use on seatow.com and in their e-newsletter, currently known as "Sea Tow News" at STSI's discretion.

F. Publicize the USPS / STSI arrangement among its Squadrons.

G. Obtain prior written approval from STSI prior to using, in whole or in part, any of its trademarks or copyrighted works and include such notices, recognitions and credits as may be required as a condition to such approval.

H. Provide information on the Sea Tow Automated Radio Check service to USPS membership during boating safety courses, vessel inspections, and as appropriate and mutually agreed upon including, but not limited to in print and electronic publications and member communications.

I. Extend to STSI members and franchisees a \$10 discount on USPS online membership which brings discounts on courses.

II. Sea Tow Services International will:

A. Designate and provide a principal STSI point of contact for purposes of liaison and coordination in furtherance of this joint effort.

B. Help promote USPS safe boating education by offering to its franchisees USPS boating course informational materials that can be distributed to boaters and customers at the discretion of the franchisees.

C. Offer graduates of USPS's courses a 60-day free Sea Tow membership upon completion of any USPS formal course of instruction. Course graduates are eligible for one trial membership only regardless of the number of courses taken over any period of time. This trial membership cannot be combined with any other offer. Trial membership covers one boat only as listed on the application. Only course graduates 18 or older are eligible for this trial membership offer.

STSI will provide USPS with a standard membership application and Promo Code which can be used for any USPS course. STSI will include a phone number, website landing page and fax

number which can all be used for membership information submission on the membership application. Memberships are effective 24 hours after receipt of information by STSI.

D. By use of a Promo Code, USPS members will receive \$10 off the regular yearly rate for new and renewing members.

E. Include articles on safe boating practices and educational information produced by USPS and its members on seatow.com and in e-newsletter, currently known as "Sea Tow News" at STSI's discretion.

F. List the USPS as a source for boating safety courses in the Boating Safety section on seatow.com. If a special offer for STSI members exists STSI will additionally list USPS as a national Advantage Network member on seatow.com website.

G. Make sure the franchisees are aware of their option to work with their local USPS Squadrons and Districts under mutually beneficial terms to:

1. Promote boating education and safety at the discretion of the local.
2. Assist Squadrons and Districts to develop and provide on-the-water training at the discretion of the local franchise.
3. Offer Squadrons and Districts expertise regarding on the water assistance services at the discretion of the local franchise.

H. Obtain prior written approval from USPS prior to using, in whole or in part, any of its trademarks or copyrighted works and include such notices, recognitions and credits as may be required as a condition to any such approval.

I. Provide the USPS with decals and other promotional materials for the Sea Tow Automated Check system for distribution by the USPS.

III. The Parties hereto further agree as follows:

A. Work together to support each other's recreational boating safety and enjoyment mission.

B. Cooperate in the promotion of USPS courses and civic service projects, including the use, where appropriate, of USPS and/or STSI graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof and with the prior specific consent of the owners thereof.

C. This Memorandum of Understanding shall become effective on the date of its execution by both Parties and shall remain in effect until terminated by either Party upon a 30-day written notice at any time. If either party perceives a need to modify or update the content of this

MOU, it may request a mutual review at any time. It is understood and agreed by the Parties that this MOU represents the complete agreement between the Parties.

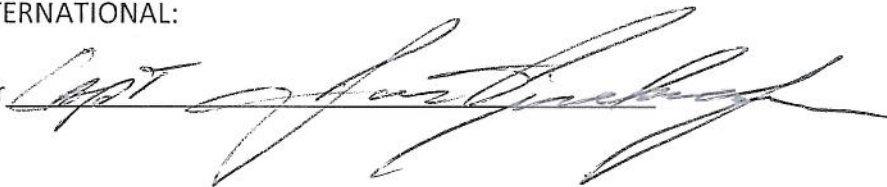
D. Any amendments to this MOU are subject to the written agreement of both Parties.

E. As a condition of this agreement, the Parties agree not to discriminate against any person because of race, color, creed, sex, religion, national origin, age, or disability.

FOR SEA TOW SERVICES INTERNATIONAL:

Captain Joseph Frohnhoefer
Chairman and CEO

Date: 2/1/2014



FOR UNITED STATES POWER SQUADRONS:

John Alter
Chief Commander

Date: 6 February 2014

