



STOLTHAVEN HOUSTON INC.

MARINE TARIFF

Effective January 1, 2023

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1.0 GENERAL TERMINAL INFORMATION AND DOCK CAPABILITIES

Stolthaven Houston Inc. (herein referred to as the “Terminal”), is a bulk liquid storage terminal located off Jacintoport Boulevard in Houston, Texas. The Terminal provides direct access to I-10, Beltway-8, and Texas 225. The Terminal operates both as a domestic bulk liquid storage terminal and as an international distribution hub.

1.1 PHYSICAL CAPABILITIES

A. SHIP DOCKS 2 & 3

L.O.A.	SHIPS:	862 Feet Maximum and 375 Minimum
	BARGE:	2 Barge Lengths Maximum for #3 Dock 1 Barge Length Maximum for #2 Dock

BEAM	SHIPS:	140 Feet
	BARGE:	2 Barge Width Maximum

MINIMUM DRAFT:	37 Feet
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B. SHIP DOCK 11

L.O.A.	SHIPS:	700 Feet Maximum and xx Minimum
	BARGE:	2 Barge Lengths Maximum

BEAM	SHIPS:	120 Feet
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MINIMUM DRAFT:	37 Feet
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C. BARGE DOCK C

L.O.A.	BARGE:	300 Feet Maximum
BEAM	BARGE:	2 Barge Width Maximum
MINIMUM DRAFT:		14 Feet

D. SHIP L.O.A. (Length Overall)

Size limitations and billing will be based upon the Lloyd’s Register of Shipping or, if not in the Lloyd’s Register, on the ship’s Certificate of Register. In cases of dispute, the final decision as to the L.O.A. will always rest with the Terminal.

1.2 REGULATIONS

The Terminal will act in full compliance with the Texas General Land Office (TGLO) and Federal OPA regulations which requires the TGLO to be called out for any discharges to the waterway, regardless of size, hazard or countermeasure. If the Terminal is made liable for a TGLO call out charge or any other costs associated with

the discharge, these costs will be billed to the ship or barge owner. These charges will be in addition to all cleanup, response, demurrage, wharfage and other costs incurred by the Terminal as a result of the incident. As the shore facility is required to provide assistance in spill response, an MSDS for the product being handled must be sent to the Terminal before the Vessel arrives at the facility.

1.3 TRANSPORTATION WORKERS IDENTIFICATION CREDENTIAL

Any person entering the Terminal must have a TWIC card or be escorted by someone with a TWIC card. It is the responsibility of the individual, company, or organization to obtain a TWIC card.

A. Deliveries of stores or other equipment via truck

- There will be no charge for small packages that a TWIC compliant driver delivers directly to the ship.
- For larger items that require assistance or if the delivery driver does not have a TWIC card, there will be a charge (refer to Exhibit A, 1.3.a.) per delivery. This charge includes the first four (4) hours (hourly charges thereafter will be incurred), and an escort for ship crews to assist in transporting deliveries from the truck to the dock.

B. Ship Agents and employees with a valid TWIC card may escort visitors (maximum of 5 at a time) to and from the ship. They must register at the Guard Shack and sign the Escort Rules and Procedures. For any personnel not in possession of a valid TWIC card that require an escort there will be an Escort charge (refer to Exhibit A, 1.3.b.). This charge covers transporting the individual from the security gate to the ship gangway and the return from the ship gangway to the security gate.

C. A security charge (refer to Exhibit A, 1.3.c.) will be charged per ship call. (This includes all crew members needing to leave or change shift for the ship, security handling charge and crew bus).

1.4 APPLICABILITY OF TERMINAL'S MARINE TARIFF

The Terminal's Marine Tariff, including all terms and conditions herein (collectively, the "Marine Tariff"), shall apply in full and be legally binding on a joint and several basis against the ship or barge (the "Vessel"), and her owners, agents, managers, and insurers (individually and/or collectively, including the Vessel, hereinafter referred to as the "Vessel Interests") whenever requesting the use of any services and/or supplies from the Terminal. This shall be the case even if the Terminal is not able to show that the Vessel had, in fact, received a copy of the Marine Tariff prior to requesting the use of any services and/or supplies from the Terminal.

1.5 RESPONSIBILITY OF THE VESSEL AND THE VESSEL INTERESTS

The Vessel shall meet the minimum standards of the Terminal for safe marine operations, including safe ingress and egress to the dock and all operations while

alongside the Terminal's dock. The Vessel's gangway should always be placed (a) on the northern end of ship dock #2 and ship dock #3 by the dock house and (b) on the eastern end of ship dock #11. In the event any part of the Terminal's property is damaged, including but not limited to the dock, the fendering, mooring lines, cargo hoses, due to the negligent actions of the Vessel, her agents or her subcontractors, then Terminal shall hold the Vessel Interests responsible for all damages sustained by the Terminal. The Vessel Interests agree to indemnify and hold harmless the Terminal, its officers, directors, owners, successors, parent, subsidiaries and affiliated companies (the "Terminal Indemnified Parties") from and against all losses, claims, suits or other demands of whatsoever nature for damages, including death or personal injury, and/or property damages and/or environmental liability, including legal fees resulting from or arising out of the actions of the Vessel, her agents or her contractors, caused by the joint or concurring negligent act or omission of the Terminal Indemnified Parties, and upon request by the Terminal, the Vessel Interests shall promptly defend any such demand, claim, cause of action or suit.

Notwithstanding the above, for the avoidance of doubt, if any action of the Vessel and/or its agents or contracting parties, including but not limited to assist tugs, (irrespective of a showing of negligence) causes damage to the Terminal's property, then the Vessel Interests agree to indemnify the Terminal for any and all survey costs, inspection costs, repair costs, and all proven losses resulting from the period that the Terminal's property is not operational. so incurred.

1.6 DISCLAIMER OF LIABILITY

The Terminal shall not have any responsibility or liability for any losses or damages sustained by the Vessel arising out of or in connection with collisions with submerged objects.

2.0 DOCK REQUIREMENTS

2.1 A. TENDERING RULES

The proper tendering of Vessels at the Terminal is considered to be a very integral part of traffic control and allows the Terminal to provide efficient turnaround times for all Vessels calling the facility. The Terminal operates on a first come, first serve basis with regards to tendering times. The tendering rules set forth are to be strictly adhered to at all times without deviation.

When tendering a Vessel to the Terminal, docking instructions shall be given at that time with regards to dock assignment, side alongside and estimated berthing prospects. Any Vessel or Vessel's agent attempting to invalidly tender to the Terminal will be charged a fee (refer to Exhibit A, 2.1.a.). Full payment of this charge will be required in advance before the Vessel is allowed to berth at the Terminal.

Examples of invalid tendering are, but not limited to:

- Vessel is not within port limits.
- Vessel still has a product hose connected at another terminal.
- Vessel does not drop tender when pilot boards to proceed to another berth.
- Vessel maintained tender and unable to proceed to the Terminal when called to dock.

B. DROP TENDER – AFTER COMMITMENT

Once the Terminal commits to preparing the dock lines for a Vessel on tender, the Terminal will confirm with the Vessel, accordingly. If after preparations have started and the Vessel drops tender a cancellation charge will be assessed (refer to Exhibit A, 2.1.b).

2.2 SHIP AND BARGE READINESS

During times of high congestion within the Port of Houston and/or the Terminal, the Terminal may require that Vessel's tanks be pre-inspected, pre-purged and/or pre-sampled before arriving at the dock based on customer requirements. In addition, during times of high congestion or otherwise, for a Vessel to be considered ready, the Vessel must submit orders for all product movements with the Terminal's Marine Department, and the Terminal Marine Department shall, in consultation with the Vessel, establish an estimated time for the completion of cargo operations based on the Vessel's pumping capacity, the amount of cargo to be transferred, any special handling of the cargo, and an added margin, hereinafter referred to as the "Product Movement Window". If the product movement window has to be extended due to the Vessel being unable to perform due to, but not limited to, inability to carry out cargo operations simultaneously, Vessel stability, or STCW working hours there will be a fee charged for each hour extended. In all cases, unless prior approval has been given by the Terminal management in writing 24 hours before the Vessel docks, the cargo from shore has priority over any type of lightering. Any deviation will result in a fee being charged.

A. SHIPS

When tendering a ship to the Terminal, the ship must be ready in all respects to load/unload cargo. Ships may tender to the Terminal when arriving at the Galveston Bar location or from other berths. When tendering from other berths, all product hoses must be disconnected from the ship before the tender is considered valid. Upon tendering a ship to the Terminal, the ship will receive a tender confirmation number. This confirmation number will be used in the case that any disputes arise with regards to a valid tendering of a ship to the Terminal. If a ship or ship's agent does not secure a tender confirmation number from the Terminal, the ship will not be considered a valid tender to the facility. All ships **MUST** tender to the Terminal prior to arrival. Any ship arriving at the Terminal's docks without proper tender notification will be charged a fee (refer to Exhibit A, 2.2.a.) and will be instructed to depart immediately. At all times, the ship shall be in compliance with STCW rules,

and such efforts to comply with same shall not impact or cause the ship to exceed the agreed Product Movement Window. Furthermore, the ship's equipment for cargo handling and navigation shall be tested and in good working order prior to the start of the Product Movement Window. The Terminal reserves the right to order the ship to vacate the dock if the Ship exceeds the Product Movement Window for any reason including but not limited to a failure of the ship's equipment.

If the ship's customer requires an inhibitor to be added to the ship's tank(s) and the ship neglected to add the inhibitor prior to the ship's berthing at the Terminal, then all time incurred by the ship in connection with such operation shall subject the ship to a charge (refer to Exhibit A, 2.2.e).

B. BARGES

Barges may tender to the Terminal at any time they are ready in all respects to load/unload cargo. Barges may tender from the barge fleets located within the Houston/Galveston area or within four (4) hours sailing time to the Terminal or from other berths. When tendering a barge from another berth, all product hoses must be disconnected from the barge before the tender is considered valid. Barges tendering from cleaning facilities may tender once the barge is considered clean, dry and odor free. No tenders will be accepted from barges at a cleaning facility that are undergoing the cleaning process. Upon tendering a barge to the Terminal, the barge will receive a tender confirmation number. This confirmation number will be used in the case that any disputes arise with regards to the valid tendering of a barge to the Terminal. If a barge or barge's agent does not secure a tender confirmation number from the Terminal, the barge will not be considered a valid tender to the facility. All barges **MUST** tender to the Terminal prior to arrival. Any barge arriving at the Terminal's docks without proper tender notification will be charged a fee (refer to Exhibit A 2.2.b.) and will be instructed to depart immediately.

Cancellation of services will be subject to a cancellation charge to cover expenses. A cancellation charge (refer to Exhibit A, 2.2.c.) will be applied unless identified in the Marine Tariff for a specific activity.

2.3 SHIP SHIFTING RESTRICTIONS

Any ship that is docked at the Terminal's ship dock #2 or #3 which requires fuel or the discharge of waste water or engine room slops must have the proper connection within ten feet of the main ships manifold in order for the shore hose connection to be made. Shifting of the ship after cargo operations are complete, to properly align for shore hose connection, will **NOT** be permitted at times of high ship traffic at the Terminal. The ship may provide hoses from their connection in order to properly align with shore hoses; however, the ships hose must be outfitted with an operable valve at the location of where the shore hose connection is made and within U.S. Coast Guard approved containment. Terminal will not be held responsible for any leaking hose or connection from where the shore hose is connected. Any spillage or

leak on the deck of the ship resulting from this type of connection will be the sole responsibility of the ship and its crew.

Shifting of the ship may be permitted only if there are no other ships on tender or no anticipation of another ship tendering during the course of the operation requested. A formal request for shifting must be made to the attention of the “Superintendent of Marine Operations” well in advance of completion of any ship or shore cargo operation. The “Superintendent of Marine Operations”, or his designee, will only allow the request to shift if all criteria are met as stated. If a ship cannot provide proper connection for any services requested, the ship is not permitted to shift to take these services. The requested services will not be provided, and the ship will be asked to vacate the dock after typical ship or shore cargo operations are complete. Failure to comply with these restrictions or shift of the ship without authorization will result in a charge (refer to Exhibit A, 2.3.a.). All services covered in this Tariff must be requested and identified at the pre-load conference and backed up in writing by the party requesting the services. Failure to provide written notice of the requested services may result in a service charge (refer to Exhibit A, 2.3.b.). Cancellation of services will be subject to a cancellation charge to cover expenses. A cancellation charge (refer to Exhibit A, 2.3.c.) will be applied unless identified in the Marine Tariff for a specific activity.

2.4 VACATING OF DOCK

Upon receipt of four (4) hours’ notice for ships and two (2) hours’ notice for barges, the Terminal dock shall be promptly vacated at the expense of the ship or barge, whichever the case may be. Failure to comply with the Terminal’s rule to vacate can result in an hourly charge (refer to Exhibit A, 2.4.a.) from the end of the notice period until the dock is vacated. Vessels must be cargo ready upon arrival. Otherwise, the Terminal may order the Vessel to vacate or may permit the Vessel to use the Terminal’s docks to act as a layberth (refer to Clause 3.1).

Cancelling a pilot in connection with the Vessel’s berth departure without permission of the Terminal is prohibited and Terminal shall be entitled to assess a charge for such improper pilot cancellation (refer to Exhibit A, 2.4.b.).

The Terminal reserves the right to require any Vessel to immediately vacate the Terminal’s dock for any violation of the Terminal’s rules and regulation.

2.5 MOORING LINES

The Terminal requires ships to keep the mooring lines tendered at all times as per the ISGOTT manual. Minimum mooring is four (4) head lines and two (2) spring lines.

3.0 DOCK CHARGES

3.1 LAYBERTH CHARGES AND TERMS

The Terminal offers the use of the Terminal’s docks for the purpose of layberth for any approved Vessel. Layberth utilization shall not interfere or conflict in any way

with Vessels conducting or desiring to conduct regular contractual activities at the Terminal's docks. Vessels wishing to layberth at the Terminal's docks must first request and receive approval from the Terminal. Once approval for layberth is granted, layberth charges will begin four (4) hours for a ship and two (2) hours for a barge after last hose is off and will apply until the Vessel vacates the dock regardless of reason for failing to vacate the dock (including Port closures).

- A. Layberth charges are done in twelve (12) hour increments.
- B. A minimum of twelve (12) hours will be charged.
- C. Any fraction of twelve (12) hours will be billed as twelve (12) hours.
- D. After the first twelve (12) hours, any period of berth occupancy of twelve (12) or less will be billed at one-half (1/2) of that day's rate.

Upon receiving four (4) hours' notice for ships and two (2) hours' notice on barges, the Terminal berth shall be vacated at the Vessel's expense. Failure to comply can result in an additional charge per hour (refer to Exhibit A, 3.1.a.) from the end of the notice period until the berth is vacated.

3.2 SHIPS AT DOCKS 2 & 3 AND DOCK 11 (LAYBERTH ONLY)

Layberth shall be charged (refer to Exhibit A, 3.2) based on the overall length of the ship, as shown in the Lloyd's Register of Shipping. If the ship's length is not available in the Lloyd's Register of Shipping, the ship's Certificate of Register, showing length, will be accepted.

3.3 BARGES AT SHIP DOCK 2 & 3 AND DOCK 11 OR BARGE DOCK (LAYBERTH ONLY)

If a barge switches from one Terminal berth to another during the first twelve (12) hour layberthing period, a switching charge of one-half (1/2) the rate for the first twelve (12) hour period rate will be charged in addition to all standard layberthing charges (refer to Exhibit A, 3.3). If the barge is outside the first period, a new layberthing period will begin with the time beginning when the barge is made fast on the latter berth.

3.4 LIGHTERING CHARGES AND TERMS

Any and all lightering operations must be cleared through the Terminal Marketing Department to insure all regulatory, safety and cost issues are evaluated prior to cargo ships and barges arriving at the Terminal.

Unless prior approval is received by the Terminal Marketing Department, all shore product movements must commence before any lightering operations. If lightering operations commence before shore product movements and without such approval, then a charge shall be assessed against the Vessel and due and payable by the Vessel Interests (refer to Exhibit A, 3.4.e.).

All alongside barges must obtain prior authorization from the Terminal and no alongside barges are allowed while another ship is berthing in the common slip area for either dock. The ship will pay any charges associated with compliance to this requirement. Failure to comply with a two (2) hour notice to vacate the dock on barge alongside operations will result in an additional per hour charge (refer to Exhibit A, 3.4.a.) from the end of the two (2) hour notice period until the dock is vacated plus all ship berthing delay costs and charges for services rendered. The Terminal has a Marine Flare at “C” Dock and ship dock #2 and ship dock #3 due to specific requirements mandated by the Terminal’s air permit. Lightering operations of specific products may require vapor balancing. All connections must be managed between the barge and ship directly.

Any barge arriving after the cargo ship has docked, and with no prior notification or agreement made with the Terminal, will be considered “unauthorized”. Any unauthorized lightering operation conducted at the Terminal’s docks will result in a minimum additional charge (refer to Exhibit A, 3.4.b.) per unauthorized lightering. Any additional fines, penalties, fees and the applicable transfer charges will be paid by the responsible party(s) in addition to the charge listed; furthermore, no portion of the charge listed will be credited toward any other cost.

When overboard lightering is in progress, a close communication with pilots and Terminal operations is required. All operations must stop, and the barge must disconnect when another ship is berthing in the common slip area (i.e., no overboard lightering at ship dock #2 while berthing is occurring at ship dock #1). Violations will result in a charge (refer to Exhibit A, 3.4.c.) per hour from the end of a two (2) hour notice period.

ALL REQUESTS FOR ANY ACTIVITY AND/OR CANCELLATIONS MUST BE RECEIVED IN WRITING PRIOR TO ACTIVITY OCCURING.

Upon completion of all lightering activity, the Surveyor Cargo Report must be supplied to the Terminal Shift Supervisor on duty prior to the surveyor leaving the facility. Failure to supply the Surveyor Cargo Report will result in a charge (refer to Exhibit A, 3.4.d.).

It will be the responsibility of the ship, barge, or customer to arrange cargo hoses and hose handling. The Terminal will not provide hoses or hose handling for lightering operations.

Direct Board to Board Transfer Charges are set forth on Exhibit A, 3.4.f.

3.5 BUNKERING CHARGES AND TERMS

If no shoreside product operations are in progress, a layberthing charge will be charged in addition to all other bunkering charges (Refer to Exhibit A, 3.5.a. and 3.5.b.). It will be the responsibility of the ship, barge, or customer to arrange cargo hoses and hose handling. The Terminal will not provide hoses or hose handling for bunkering operation.

The Terminal offers no services with respect to overboard-bunker transfers except assistance with dock schedule information. If another ship is berthing at the dock in the common slip area, the bunkering must be stopped, and the bunker barge must move until the ship's lines are fast.

Any barge arriving after the cargo ship has docked, and with no prior notification or agreement made with the Terminal, will be considered "unauthorized" and will be subject to additional charges as outlined in this Marine Tariff.

3.6 OTHER SHIP SERVICING CHARGES & TERMS

The Terminal docks are not designed for vehicular traffic during ship loading operation. Activities must be handled by barge, shoreline, handcart or the Terminal mobile equipment ("Permissible Activities"). Vehicles are prohibited from the docks at all times without authorization from Terminal Management. Any illegally parked vehicles will be removed at the owner's expense. Manpower Charges, Equipment Charges, and Service Charges are set forth on Exhibit A, 3.6.a., 3.6.b., and 3.6.d. All Service Charges set forth on Exhibit A, 3.6.d are in addition to other charges and layberthing charges.

Subject always to the Permissible Activities, Vessel deliveries by truck are not permitted and must be handled by launch (store barge), with the exception being if an emergency spare part needs to be delivered. This requires approval of the Terminal's Marine Superintendent or Operational Manager.

The Vessel gate list must be sent to SHVNHOPS@stolt.com a minimum of 24 hrs. prior to vessel arrival. **DO NOT SEND VESSEL GATE LIST TO TERMINAL SECURITY GATE.** Once received, gate list will be review and approved. **Do not send a generic list with people/vendors not visiting Vessel. There should only be a few coming on board while Vessel is at the Terminal. A reason for the visit is required. All other requests will be denied.**

The ship's gangway should always be placed (a) on the northern end of ship dock #2 and ship dock #3 by the dock house and (b) on the eastern end of ship dock #11. If Vessel is unable to place gangway with their crane, please ask assistance to use Terminal's dock crane at a charge (refer to Exhibit A, 3.6.b.). If Vessel does not comply, then layberth charges will apply (refer to Exhibit A, 3.2) and agent will be notified to 1) shift Vessel in order to comply or 2) vacate dock.

All Marine Tariff charges set forth on Exhibit A hereto are subject to change without notice.

3.7 UTILITY CHARGES

Utilities charges are set forth on Exhibit A, 3.7.a., 3.7.b, and 3.7.c, and such charges are subject to escalation/de-escalation on a monthly basis.

3.8 SPILL CONTROL CHARGES

Refer to Exhibit A, 3.8 a, 3.8.b., and 3.8.c.

3.9 DELINQUENCY

All Vessels with outstanding balances due the Terminal shall entitle the Terminal to reject the Vessel's tender and/or to require the Vessel to make an immediate payment by ACH/wire transfer of the unpaid balance due to the Terminal prior to permitting the Vessel to proceed to berth. The Vessel shall be fully responsible for any berthing delays resulting from such delinquency and non-payment. Any outstanding sums more than forty-five (45) days past due shall entitle the Terminal to place the Vessel and Vessel Interests on COD and incur a 20% surcharge to the Charges under Exhibit A for all future services described under the Marine Tariff until all unpaid sums have been fully paid.

3.10 DOCK CONNECTIONS

A. Product Lines

ANSI Standard 150lbs Flanges
6" line – 8 bolt pattern
8" line – 12 bolt pattern
10" line – 12 bolt pattern

B. Vapor Lines

ANSI Standard 150lbs Flanges
6" line – 8 bolt pattern with hole to receive stud

C. Nitrogen Lines

6" line

D. Steam Lines

6" line

E. Water Lines

6" line

4.0 GOVERNING LAW AND JURISDICTION

This Marine Tariff is governed by the laws of the State of Texas without regard to the conflict of laws rules thereof. The jurisdiction and venue of any legal proceeding or the resolution of disputes arising under or in connection with this Marine Tariff shall be in the federal or state courts sitting in Harris County, Texas.

EXHIBIT A
Schedule of Marine Tariff Charges

**CLAUSE
REF. NO.**

1.3	<u>TRANSPORTATION WORKERS IDENTIFICATION CREDENTIAL</u>	
	a. No TWIC Card Charge	\$1,826.06 Per Delivery
	b. Escort Charge	\$612.61
	c. Dockage Fee	\$730.42 Per Ship Call

2.1	<u>TENDERING RULES</u>	
	a. Invalid Tender	\$5,890.50
	b. Drop Tender after Commitment	\$17,671.50

2.2	<u>SHIP & BARGE READINESS</u>	
	a. Ship Arrival Without Tender	\$5,890.50
	b. Barge Arrival Without Tender	\$5,890.50
	c. Cancellation Charge for Services	\$589.05
	d. Product Movement Window - Excess Hours	\$1,178.10 per hour
	e. Failure to Comply	\$5,890.50 per hour

2.3	<u>SHIP SHIFTING RESTRICTIONS</u>	
	a. Failure to Comply	\$5,890.50
	b. Failure to Provide Written Notice	\$589.05
	c. Cancellation Charge	\$589.05

2.4	<u>VACATING OF DOCK</u>	
	a. Failure to Comply	\$5,890.50 Per Hour
	b. Improper Pilot Cancellation	\$5,890.50 Per Occurrence

3.1	<u>LAYBERTH CHARGES AND TERMS</u>	
	a. Failure to Comply	\$5,890.50 Per Hour

3.2	<u>SHIPS AT DOCKS 2 & 3 AND DOCK 11 (LAYBERTH ONLY):</u>		
	<u>L.O.A. in Feet</u>	<u>Rate Per Foot 1st 12 Hour Period</u>	<u>Rate Per Foot Per 12 Hours Thereafter</u>
	0-500	\$8.76	\$4.29
	501-550	\$10.16	\$5.02
	551-600	\$11.30	\$5.81
	601-700	\$13.04	\$6.60
	701-800	\$15.10	\$7.57
	801-860	\$19.09	\$9.54

3.3 BARGES AT SHIP DOCKS 2 & 3 AND DOCK 11 OR BARGE DOCK (LAYBERTH ONLY)

<u>L.O.A. in Feet</u>	<u>Rate Per 12 Hour Period</u>
Flat rate for all barges	\$5,562.48

3.4 LIGHTERING CHARGES AND TERMS (Tiered Thruput for Each Barge Regardless of Product)

a. Failure to Comply	\$5,890.50 per hour
b. Unauthorized Lightering	\$5,890.50
c. Violations	\$5,890.50
d. Failure to Provide Surveyor Cargo Report	\$589.05
e. Cancellation charges	\$589.05
e. Lightering before Shore Product Movement without Approval	\$5,890.50
f. <u>DIRECT BOARD TO BOARD TRANSFER CHARGES (Tiered by Each Barge)</u>	
0-1,000 metric tons	\$5.46
1,001-2,500 metric tons	\$5.15
2,501-5,000 metric tons	\$4.84

>5,000 metric tons	\$4.38
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A minimum charge of \$3,633.26 will apply. If no shoreside product operations are in progress, a layberthing charge will be charged in addition to all other charges.

3.5 BUNKERING CHARGES & TERMS

a. SHIP BUNKERING/GAS OIL/LUBE OIL VIA BARGE/ SLOPS VIA BARGE

0-1,000 metric tons	\$5.30
1,001-2,500 metric tons	\$4.77
2,501-5,000 metric tons	\$4.31
>5,000 metric tons	\$3.86

A minimum charge of \$1,781.29 will apply to each marine move, including slops via barge and garbage via barge.

b. BUNKERING CHARGES EX WHARF

0-1,000 metric tons	\$9.61
1,001-2,500 metric tons	\$9.16
2,501-5,000 metric tons	\$8.62
>5,000 metric tons	\$7.65

A minimum charge of \$2,210.59 will apply to each marine move.

3.6 OTHER SHIP SERVICING CHARGES & TERMS

a. MAN POWER CHARGES

Straight Time	\$115.46 Per Hour
Overtime	\$170.34 Per Hour

(All labor rates are subject to a four (4) hour minimum, if manpower is called out)

b. EQUIPMENT

Stationary Dock Crane	\$582.93 First Hour, \$242.25 Per Add'l Hour
Vacuum Truck	\$1,158.28 First Hour, \$582.93 Per Add'l Hour
Plant Trucks	\$181.69 Per Vehicle (1 Hour Min.)
Gangway	\$1,158.28 Per Use
Filter Set-Up - Large Stainless Steel	\$5,488.59 (Incl. Cleaning & Disposal)
Filter Set-Up - Small Stainless Steel	\$1,392.96 (Incl. Cleaning & Disposal)

c. SERVICE CHARGES

Ship to Tank Truck or Tank truck to Ship Transfer of Marpol Waste/DI water/Miscellaneous trucks
 (Trucks must have containment for drips and spills, which must be taken with truck)

	\$1,968.60 First Truck, \$983.72 Per Add'l Truck
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<i>Stores from Barges</i>	\$1,589.26 Per Barge
<i>Stores from Trucks</i>	<i>\$294.53 Per Truck</i>
<i>Garbage Disposal from Ships</i>	Cost + 20% plus \$605.54 Service Charge (Extra equipment charged separately)

Wastewater Handling for Ships/Barges

Mandatory prewash is considered cargo movement as long as it is completed immediately following the product discharge and in a timely manner. Non-Mandatory prewash is not considered cargo movement, and layberth charges, as set forth in this Exhibit A, 3.1.a, shall apply.

<i>On-Site Treatment Facility</i>	\$1,991.03 Minimum (requires pre-approval through Wastewater Department as rates will vary with toxicity, concentration and
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compatibility with system and permit restraints)

SERVICE CHARGES (CONT'D)

Off-Site Disposal

- Drums \$408.80 First Drum
\$128.69 Second Thru Fourth Drum
\$408.80 Additional Drums
- Drum Disposal \$454.22 Min. Per Drum
Plus \$582.93 Service Charge

(Off-Site Disposal Pricing may vary depending upon product type and drum type)

Sample Disposal

- Non-Hazardous Sample Disposal \$30.27 Sample, \$113.56 Per Man-Hour,
\$575.37 Service Charge
- Hazardous Sample Disposal \$52.99 Sample, \$113.56 Per Man-Hour,
\$575.37 Service Charge

Deionized Water

Nitrogen

Additional Invoicing

Miscellaneous Services

\$1,767.15 Per Truck*
\$1,767.15 Per Truck*
\$52.99 Per Invoice (1 Free Per Ship)
Cost Plus 20%

* Charge is for truck handling only. Ship/Agent to handle all costs associate with transportation , shipping, purchasing, and scheduling of water.

3.7

UTILITY CHARGES

a. NITROGEN

- Ambient Temperature \$2.66 Per 100 Cubic Feet
(*Ex. Pipeline*)
- Heated to 140 Degrees Max Cost Plus 20%
(*Ex. Pipeline, as available*)

b. POTABLE WATER

(*Ex Stolthaven Pipeline*)

\$10.45 Per 1,000 Gallons (\$854.13 Min.)
Potable water is city supplied and at times the pressure is variable.

c. HEATING

- Steam \$452.39 Per Hour (Min. \$452.39
Per Ship)
- Flaring \$1,297.27 Per Hour of Operation
(2 Hour Min.)

Utilities charges are escalated/de-escalated on a monthly basis

3.8

SPILL CONTROL CHARGES

- a. Spill Boom Deployment (Overboard Spills) \$9,012.47 Minimum
- b. Spill Boom Clean-Up/Retrieval Cost Plus 20%
- c. TGLO Call Out \$1,083.85 Minimum