



**INTERNATIONAL
MARINE TERMINALS**
Myrtle Grove, Louisiana

TERMINAL MANUAL

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TERMINAL MANUAL PREFACE

This Terminal Manual provides information concerning the general conditions, facilities and services associated with International Marine Terminals, hereinafter called IMT. The manual is addressed to all users, shippers, river transportation operators, masters, owners and agents of vessels (hereinafter "all other parties") that call IMT for the purpose of loading cargo and explains the rules and procedures to follow and which rules and procedures are deemed to be acceptable to and agreed upon by "all other parties" which make use of IMT's facilities and docks.

This manual does not supersede or replace contracts between IMT and Shippers but is intended to supplement said contracts and assist in the performance of such contracts and written or verbal agreements. Requirements of this manual shall and is to be considered binding between IMT and "all other parties" except where a conflict exists with the terms and provisions of an applicable contract between IMT and Shipper and other Agents, Receivers and Brokers. If there is a conflict between this manual and a contract, then the terms and provisions of the contract shall prevail.

It is IMT's intent that information in this manual be accurate; however, IMT does not warrant or guarantee the information contained herein.

This manual, when given to users of IMT, provides a basis for use and indicates user's full agreement to be bound by the terms and conditions unless otherwise agreed to in writing.

It shall be the obligation of all users, shippers, river transportation operators, masters, owners and agents of vessels utilizing IMT to make known and provide a copy of IMT Manual to each of the operators, masters, owners, and agents of vessels utilizing the services herein and confirm same to IMT before arrival of the ship at IMT's facilities and docks.

IMT is within the jurisdiction of the Plaquemines Parish Port Harbor and Terminal District. Users of the Terminal are subject to the applicable rules and fees issued by the Plaquemines Parish Port Harbor and Terminal District.

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Section 1 - General Information

A. Location

International Marine Terminals (IMT), Myrtle Grove facility, is located on the right descending bank of the Lower Mississippi River, 57 miles Above Head of Passes (AHP). IMT midstream ship mooring buoys are located on the right descending bank of the Lower Mississippi River, 55 miles AHP. Approximate GPS coordinates of the Terminal are **29°37'21.69"N, 89° 55' 09.91" W**.

B. Time Belt

Local Time: Central Standard Time (minus 6 hours Greenwich Mean Time [GMT]).

(Note: From 0200 hrs. the Second Sunday in March to 0200 hrs. the First Saturday in November, CST is modified to minus 5 hours GMT for Daylight Savings)

ALL COMMUNICATIONS SHOULD REFER TO LOCAL TIME AND ARRIVING VESSELS SHALL TAKE THIS FACTOR INTO CONSIDERATION WHEN ADVISING OF ESTIMATED TIME OF ARRIVAL (ETA).

C. Hours of Operation

IMT operates twenty-four (24) hours a day, seven (7) days a week throughout the year with the exception of the scheduled holidays noted below. With prior written permission from IMT, arrangements may be made to work during these holidays:

New Year's Day
Mardi Gras
Easter Sunday
Independence Day
Thanksgiving Day*
Christmas Day **

* Holiday will start at 0700 hours on Thanksgiving Day and end at 0700 hours the day following Thanksgiving Day.

** Holiday will start at 1800 hours on Christmas Eve, December 24th, and end at 1800 hours on Christmas Day, December 25th

D. Pollution of the River

All agents, charterers, vessel owners and masters shall be knowledgeable of and accept responsibility for all environmental rules and regulations which apply to United States navigable waterways and coastal waters. In compliance with the Federal Water Pollution Control Act and Annex V of the Protocol of 1978 to the International Convention for the Prevention of Pollution by Ships (MARPOL 73/78), the discharge of certain matters, including but not limited to oil, oily waste,

or oily ballast and plastics is prohibited by any vessel moored at our dock(s) or midstream ship buoys. Any vessel found violating this Act while at any IMT facility will relinquish any berthing rights and be escorted away from the dock. The U.S. Coast Guard will be immediately notified of the transgressing vessel.

E. River Stages & Currents

The mean high river stage for the Myrtle Grove facility is approximately 8.4 feet above National Geodetic Vertical Datum, previously called Mean Sea Level. (+4.3 NGVD.) High water periods generally run from mid-March through mid-June. River current during this high water period can reach 3.2 knots. IMT uses the New Orleans Carrollton River gauge as its reference. Terminal users are invited to contact the U.S. Army Corps of Engineers for further information on river projections.

F. Winds/Weather

Winds of varying strength may come from any quarter. The prevailing wind direction is generally from the Southeast from March through approximately June and December. Generally Northeast winds can be expected in February, September, and October, North winds in January and November, West winds in July and East winds in August.

The Terminal will cease all operations due to the following:

Sustained winds over 35 MPH. Lightning within 6 miles monitored by lightning strike meters and during heavy rainfall.

Hurricane season begins June 1 and normally ends November 30. The National Weather Service may implement the season earlier or extend the season later depending on water temperatures in the US Gulf.

STRONG WINDS AND TORNADO ALERTS OR HURRICANE WARNINGS WILL NECESSITATE THE INTERRUPTION OF TRANSFER OPERATIONS AND MAY NECESSITATE IMT REQUIRING VESSELS AND BARGES TO VACATE OUR DOCK(S) AND/OR FLEETING AREAS UNTIL IMT IS ABLE TO RESUME TRANSFER OPERATIONS.

G. Communications

The official language of IMT is English. Therefore, all vessels must have personnel on duty at all times who are able to communicate in English with IMT personnel (this in accordance with SWTC regulations).

IMT is equipped with VHF radio. Channel 7 (156.350 MHz) USA is the operating frequency. While at anchorage, any vessel wishing to verify berthing information, air draft requirements, etc., should contact IMT Base by utilizing VHF Channel 7. The contacts at IMT's facility are: T-2 Tower (shore side) or The fleet Tug M/V Barbaro.

H. Official Address

INTERNATIONAL MARINE TERMINALS

Mailing: International Marine Terminals
18559 Hwy 23
Port Sulphur, Louisiana 70083-9722

Shipping: International Marine Terminals
18559 Hwy 23
Myrtle Grove, Louisiana 70083

Telephone: (504) 310-5000

Fax Number: (504) 656-2071 (Administration)
(504) 656-2347 (Operations)

Section 2 - Operating Procedures

A. Vessels

(1) Window acceptance procedures and ETA requirements

(a) IMT's window nomination and acceptance policies are outlined in specific customer agreements. If not specified in an agreement, however, IMT will require that customer notify terminal within 30 days of a requested laycan. Terminal shall promptly review requested laycan period and reply within 24 business hours as to whether or not the requested laycan is acceptable to Terminal. If not, Terminal shall propose an alternative laycan to customer. Typically the Terminal will assign a ten (7 to 10) day Laycan to each customer which will then be narrowed to a (3 to 5) day loading window.

(b) In order to minimize berthing delays, customer is encouraged to insure that the vessel arrives within the mutually agreed loading window. Should the subject vessel arrive either prior to or after the dates either assigned by terminal or a mutually agreed loading window IMT shall make commercially reasonable efforts to berth the vessel as soon as possible to minimize berthing delays and related costs to Customer.

Once a loading window has been assigned by the Terminal, the master of the nominated vessel or agent shall notify the terminal of the vessel's estimated time of arrival ("ETA") as follows: 7 days, 5 days, 3 days, 48 hours, 24 hours prior to arrival. In the event of a change of more than six (6) hours from a previously reported ETA, the master or agent is requested to provide IMT an interim update. ETA notices should be submitted in writing to one of the following: email (preferred): imtoperations@kindermorgan.com,

Customer shall notify terminal, in writing, the name of the intended vessel to be utilized to perform the lifting, no later than ten (10) days prior to the first day of the mutually agreed laycan. Terminal shall use commercially reasonable efforts to either accept or reject the Customer's vessel nomination as soon as possible and shall have at least one full business day to do so.

No later than (10) days prior to vessel's arrival, the following information will need to have been submitted to IMT:

If vessel is calling IMT for **loading** :

1. Estimated time of arrival at Southwest Pass or nearest anchorage (in local time)
2. Last port of call
3. Master's declared lift and tonnage breakdown per hold
4. Loading sequence (note IMT allows a maximum of two passes per hold loading two trim holds (1000 m/t each) as well as only two draft checks to complete the loading of vessel)
5. Previous cargo
6. Fresh water draft (arrival and completion)
7. Air draft of vessel upon arrival at anchorage or dock
8. Plans regarding bunkers or stores
9. Number of tugs required for docking/undocking
10. Cargo destination
11. Whether Customs clearance will be required inbound

- (c) Vessels arriving and being presented without having satisfied the aforementioned ETA requirements, or arriving *after* the scheduled ETA, will be worked at the discretion of IMT on a "commercially reasonable" basis as determined by the Terminal.
- (d) Notice of Readiness - Notice of Readiness to load or discharge may be tendered by the vessel after arrival at Terminal facility, or the closest available anchorage if Terminal Dock is occupied or vessel is otherwise ordered to anchorage by Terminal. Provided the vessel is in free pratique, vessel has been found in all respects ready to load and provided that Customer has sufficient cargo in storage then said vessel shall be considered as officially presented to the Terminal. Laytime against Terminal shall commence only once vessel has been officially presented and has docked at the Terminal. Any time lost for vessel clearance after docking shall not count against any pre agreed loading guarantee.
- (e) Laytime – If not specified in customers contract, in cases where Terminal is responsible for a load guarantee, laytime for loading shall commence twelve (12) hours after Notice of Readiness is acknowledged by the Terminal, regardless of when Notice of Readiness is received by shipper, receiver or their respective agents as it relates to the vessel's charter party. If twelve (12) hours free time expires on a recognized holiday, laytime shall commence from 0700 hours on the next working day. With the exception of Christmas Day, recognized holidays shall mean consecutive twenty-four (24) hours commencing at 0700 hours on such day and ending at 0700 hours on the next working day.

All draft surveys, weather delays, Loss of power to terminal due to the fault of the Power Company and all delays or stoppage of loading required by the vessel or its Master/Chief Officer/Crew member will be deducted from laytime calculations. In addition, all weather related delays and loss of power to terminal delays which stop the Terminal from loading a vessel at berth, Terminal shall be entitled to deduct said lost time from laytime for vessel at anchorage waiting to load that have tendered NOR so long as Terminal has sent notice to each vessels relevant agent for inclusion in the Statement of Facts during each event.

(2) Docking/Undocking and Mooring

The vessel's master or pilot is responsible for the docking, undocking, safe trim, stress and stability of vessels which are berthed at IMT for transfer operations. IMT shall not be responsible for the docking, undocking or shifting of any vessel or delay for same unless such delay is directly caused or requested by IMT or its personnel.

Unless instructed by the Terminal to proceed directly to the dock, the vessel will be required to show evidence that it is indeed *in all respects ready to load* and have obtained a Certificate of Readiness/Hold Cleanliness and have performed any applicable draft survey(s) at a suitable available anchorage prior to berthing at IMT's Myrtle Grove facility or the designated ship mooring buoys.

Terminal shall have ultimate discretion on all docking priorities regardless of when vessels tender their notice of readiness. A *Notice of Readiness* will not be acknowledged until the vessel is *In All Respects*, ready to load or unload its cargo.

During docking maneuvers, the vessel's approach speed to the dock must not exceed 0.35 feet per second (0.10 m/sec). Steep angle approaches must be avoided. It is the obligation and responsibility of the master of the vessel to dock in a safe manner. VHF radio communications must be maintained between the vessel's bridge and IMT dock personnel before berthing maneuvers commence.

After being secured alongside the dock and if applicable the vessel has been cleared by the necessary U.S. government officials, the Master and/or Chief Officer will be required to discuss the Pre-Transfer Conference and endorse IMT's *Notice of Readiness* (NOR) as well as the Declaration of Security (DOS). This Terminal *Notice of Readiness* will stipulate the earliest time the vessel will be able to conduct loading/discharging operations and is subject to the following requirements having being met:

1. Vessel has been secured.
2. Hold Cleanliness Certificates have been tendered
3. Declaration of Security and all IMT paperwork have been completed and all patires briefed appropriately.
4. Any hold or Draft Surveys have been completed.
5. Gas Free Certificate (if applicable) has been obtained.
6. Vessel's hatches have been opened and are free from obstruction.
7. Vessel is in all respect ready to commence loading operations.

8. Written authorization from Terminal customer has been received instructing IMT to conduct cargo operations.
9. All cargo is available in storage at Terminal for the vessel to load the required load declaration.

(Note: Any variance to the above shall be subject to IMT's discretion with prior written notice)

In the event the intended berth is occupied, Travel time from anchorage to the berth(s) will be deducted for laytime calculation purposes. All weather delays or circumstances related to weather impacting operations will also be deducted from the vessel where applicable.

Should vessel for any reason refuse to receive cargo, IMT may require the vessel to vacate the berth. Any and all expenses required to vacate the dock, including, but not limited to pilotage charges, towing charges, line handling and launch charges, shall be for the account of the vessel, its owner(s) and/or charterer(s) and/or their agents.

Failure to vacate the dock as required will subject the vessel to a terminal detention charge of ten thousand (\$10,000.00) per hour for each hour or fraction thereof. This charge shall not affect the right of IMT to effect the removal of the vessel.

(3) Pre-Loading Conference

Prior to commencement of cargo operations, a Terminal Representative will board the vessel to discuss with the master and/or ship's officers the safe transfer of cargo. At the same time, the terminal will require the following :

1. *Certificate of Readiness* or *Hold Cleanliness* for all holds, regardless of whether any holds are in ballast or not, issued by shipper's authorized representative (if loading)
2. Loading plan based on the maximum air draft available at the dock. (IMT reserves the right to modify the loading plan to insure an efficient and safe operation. (Any modification to the original plan will be discussed in detail with the vessel's officers.)
3. If loading and the vessel's previous cargo was a petroleum cargo, a gas-free certificate will be required before commencement of cargo operations.

IMT reserves the right to keep personnel on board the vessel at any time during cargo transfer operations to ensure that safe working practices are being observed.

(4) Deposit

Upon tendering the vessel's readiness to the terminal, the vessel agent shall be required to deposit with IMT an amount sufficient to cover all estimated charges due, including dockage, tug assistance, line handling, crew boat services, facility security fee, facility user fees and any other supplemental fees which may be applicable and/or levied by governmental agencies. IMT reserves the right to refuse docking of or postpone cargo operations until the full requested deposit has been received. Additional deposits may be required during the loading in the event actual charges incurred exceed the existing deposit(s). Cessation of operations may occur if actual charges incurred exceed total deposit(s).

Any delays resulting from inadequate vessel deposit(s) will not be counted against performance guarantees.

(5) Vessel Descriptions

Ocean going vessels consigned to be loaded at IMT shall be gearless, single deck, self-trimming bulk carriers unless otherwise mutually agreed in writing at time of acceptance. In cases where the Terminal has agreed to accept a geared vessel or a vessel with obstructions (such as staunchions), the Terminal shall be entitled to assess additional handling fees to cover the risk of damage to the vessel and/or loader and to also recover lost production time or other costs related to handling of a geared vessel.

Tween deck vessels will not be loaded without prior approval of the terminal. If approval is given, these vessels will also be subject to additional charges in order to properly carry out cargo transfer operations.

IMT's customers should consult the Terminal in advance concerning operations on any geared, self-trimming bulk carrier vessel to address and/or clarify what, if any additional charges may be levied by the terminal.

(6) Dimensions

IMT most commonly handles panamax and handy size vessels. IMT can handle some cape size vessels up to (304.79M LOA, 45.72M BEAM and 177,000 DEADWEIGHT) at its primary export loading berth. Vessels exceeding these dimensions will not be accepted for loading without the prior written consent of the Terminal. Acceptance of all vessels is on a case by case basis and subject to prevailing river stage and other variables at the time of the scheduled port call.

(7) Air Draft

A vessel being *loaded* must maintain ballast and trim so that the maximum vessel elevation in way of the hatch being loaded (normally the hatch coaming or opened side-rolling hatch cover) is at or below 62 feet (18.90m) at zero river stage based off of Carrollton river stage. River stage typically can fluctuate from zero (0) to as high as sixteen (16) feet, although the latter would be considered extreme conditions.

(8) Dockage Fees

A dockage fee based on the vessel's gross registered tons shall be assessed for each twenty-four (24) hour period commencing at time of first line and ending at last line when departing the berth. Dockage is not prorated, meaning that if a vessel exceeds a 24 hour period, it shall be assessed another full day's dockage once entering the subsequent 24 hour period. Dockage rates are outlined on IMT's Vessel Rate Sheet, a copy of which can be made available upon request.

(9) Mooring Lines

IMT will provide linesmen to handle mooring lines during arrival and departure. A (1) hour waiting period from the call-out time is allowed. Any additional time will be invoiced at the current standby rate. If called out and not used, the current reporting fee will apply. Charges for line handling will be assessed to the vessel by IMT.

(10) Tug Service

IMT shall provide tugboat(s) to assist vessels in docking and undocking at its dock facilities. A (1) hour waiting period from the call-out time is allowed. Any additional time will be invoiced at the current standby rate. If called out and not used, the current reporting fee will apply. Charges for towage services will be assessed to the vessel by IMT.

(11) Additional Vessel Charges and Detention Fees

The call of last cargo by an authorized Vessel Officer will be considered as final. Any cargo loaded once the formal survey has commenced will subject the vessel to additional charges and/or detention fees. Any time lost in re-establishing the loading will be counted against the vessel rather than against the loading time for laytime calculations.

Any vessel in berth which for whatever reason cannot conduct cargo operations at the terminal shall vacate the berth upon receiving such order from IMT. Should the vessel fail to vacate the berth when so ordered or otherwise fails or refuses to follow the instructions of the Terminal, the vessel will be assessed a terminal detention charge of \$10,000.00 (USD ten thousand) per hour for each hour or fraction thereof. This charge shall not affect the right of IMT to effect the removal of the vessel.

Additionally, the same detention fee will be applicable for delays due to, but not limited to, the following:

1. Deballasting
2. Opening, closing, or moving hatch covers
3. Bunkering
4. Taking on water
5. Failure to tend lines
6. Arrival with improper air draft
7. Failure to accept cargo / allow discharge operations
8. Refusal to depart immediately upon request
9. Draft surveys
10. Departure
11. Trimming of cargo
12. Shifting/warping within the berth
13. More than two passes per hold

14. More than two trim holds
15. More than two draft checks

IMT will allow each vessel two (2) draft checks which shall not exceed a period of 30 minutes each. Any vessel exceeding the allotted time for draft checks will also be assessed the detention fee.

Any vessel which is required to shift/warp within the berth will be responsible for any/all expenses pertaining to shifting/warping including, but not limited to, line handling, pilot, tugboat(s). Furthermore, any time utilized for shifting/warping is not to count against the terminal nor will be considered as laytime.

(12) Sampling

Automatic mechanical sampling service is available at IMT for inbound and outbound coal or petroleum coke. Parties recognize that such sampling service is provided by an independent third party contractor and should Customer elect to procure said services, Customer also agrees to reimburse the contractor directly for said sampling services.

B. Barges

(1) General

Once a barge is properly moored and fletted within IMT's fleet, it will thereafter be fletted in accordance with all U.S. Coast Guard regulations. IMT shall provide and operate a fleet and harbor towboat for the shifting of loaded and empty barges to and from the dock and the mooring area and the pickup and delivery of loaded and empty barges at the mooring area from the barge carrier's tow. IMT reserves the right to require barge carriers to use IMT's fleet and harbor towboat in order to ensure an orderly and safe operation. Barge carriers shall remain responsible for the structural integrity and seaworthiness of all barges entering IMT's fleet and shall notify IMT in advance of any leaks or defects in any barges prior to placement of such barges (further details are noted below in section B.(4)). No barge entering IMT's fleet shall have a freeboard of less than 18 inches and IMT shall have the right to refuse constructive placement of any barges which do not meet this requirement. Customers shall insure that their designated barge carriers are made aware of these requirements.

(2) Scheduling

IMT will accept placement of barges based on a customers' monthly forecast, which shall be provided to IMT in advance of barge loadings. Customer shall have the responsibility to provide, in writing:

1. The loading date of each barge.
2. The barge carrier's name.
3. The individual barge number(s) and tonnage(s) in each barge (if in laden condition).
4. Type of commodity in each barge (if applicable)
5. Designation whether barge cargo is to be unloaded to storage pad or just fletted in IMT's fleet awaiting further instructions

6. The ETA of barge(s), updated as necessary until arrival.

(3) Acceptable Equipment / Cargo

IMT reserves the *right to refuse* any cargo or product judged not suitable for handling at its facility for reasons including, but not limited to, type or demission's of barge, product size, hot or wet cargo unsuitable to be handled through its systems, any barge deemed to be unseaworthy or questionable for service due to damage, distribution of load, draft or lack of freeboard, excessive listing, etc. The owner and/or operator of barges delivered to IMT will at all times remain responsible for the seaworthiness of the barges. By delivery, the owner/operator warrants that the barges are seaworthy and there are no latent defects in the barge or the barge equipment, and that the barges are capable of either being loaded with cargo by IMT, or unloaded by IMT, using the normal stevedoring equipment ordinarily in service. IMT is not responsible for the maintenance or service of barges, including the pumping of water from the barge or the cargo, while at the IMT facility.

IMT will only accept cargo to be handled by the terminal in Standard Open Hopper River Barges. Open hoppers with demission's of 35' wide, 200' long and a maximum draft of 11' 6".

(4) Handling of Leakers

Should the barge be delivered with or develop any leaks, cracks or other conditions which, in IMT's view, may result in damage to the barge and/or cargo, IMT shall use all commercially reasonable efforts to notify the owner and/or operator and/or their agents of the condition of the barge as soon as possible. Barges arriving to the fleet in a "Leaking" status will be refused into the fleet. Barges already in the fleet and become a "Leaking" status, said barge owner or operator in turn will be notified to have the barge repaired or removed from the fleet for repairs. In such cases IMT will phone barge owners', barge operators' and/or cargo owners' and send an email notification putting said owner on notice and relieving IMT of any liability. The release shall state that IMT is to be defended, protected and indemnified, even for its sole or concurrent negligence. IMT reserves the right to not accept constructive placement of said barge.

(5) Mooring

Any vessel delivering barges to IMT will be responsible for safely and adequately mooring barges or tows in accordance with IMT, Plaquemines Parish, and U.S. Coast Guard Regulations.

Plaquemines Port, Harbor and Terminal District's Tariff No. 1 specifies the following regulations for mooring of barges on the Mississippi River between mile 81.2 AHP and the Head of the Passes:

Mooring (Port of Plaquemines Tariff Item 126, Paragraph 15)

Barge-to-Barge, Barge-to-Vessel, Barge-to-Wharf or Pier:

A barge moored to another barge, a mooring or spar barge, a vessel, a wharf, or a pier, will be safely secured, as near as practicable, to each abutting corner of the barge being moored by:

1. Three parts of wire rope of at least 7/8" diameter with an eye at each end of the rope passed around the timberhead, cavil or button.
2. A mooring of natural or synthetic fiber that has at least 75 percent of the breaking strength of three parts of 7/8" diameter wire rope; or
3. Fixed rigging that is at least equivalent to three parts of 7/8" diameter wire rope.
4. Any other mooring ropes, wires or equipment that is necessary for safe mooring.

Any barges arriving at IMT's fleet without the proper lines, wires or stationary rigging will not be accepted in our fleets until proper equipment is furnished. All vessels will be required to contact IMT's harbor boats on arrivals or departures. IMT's Person in Charge (Boat Operator on duty), reserves the right to question if barges are properly secured should such person in charge notice a factor that would indicate the barge to be improperly secured.

(6) Barge Services

IMT provides the following barge related services: Tow building, tow building assist, shifting and pumping of cargo hoppers if needed to blade clean barges to be released.

C. Storage of Product

(1) Ground Storage

IMT will provide ground storage for product as deemed necessary by Terminal or as reflected per individual agreement with Shipper(s). Additional storage is subject to IMT's approval and availability.

IMT reserves the right to reposition cargo which, in its judgment, is likely to damage other property, to another location, at the risk and expense of the title holder to the commodity.

(2) Base Material and Inspection

IMT shall not be required to provide or place a base material on the ground storage area prior to receipt of Shipper's product. Shipper will have the opportunity, at Shipper's expense, and subject to Terminal approval, to place a base material, on the ground storage area prior to receipt of product. The storage area shall be inspected by Shipper prior to the placement of product on the storage area. Should Shipper fail to inspect the area, the shipment of product on the area will be presumed to have been accepted by the Shipper for such storage.

(3) Due Diligence

IMT shall exercise due diligence to receive, unload, store (when required), and load product for Shipper, this constituting IMT's only warranty hereunder. Performance by IMT shall be subject to reasonable delays caused by periodic shut-downs for repair, maintenance and adverse weather conditions. Preventive maintenance will be scheduled so as to minimize interference with transfer operations.

(4) Contamination

IMT shall not have liability or responsibility for contamination or co-mingling of Shipper's product with the base material or storage pad, or for loss or damage to, or destruction of any product through the operations of IMT.

(5) Difference in Weights

- (a) Shipper takes cognizance that the inherent nature of transfer operations and the inherent nature of products can result in an adverse effect on quality and quantity of the product. IMT and Shipper agree that in the measurement of the quantity of product shipped, normal variances in weight will occur and are recognized and accepted by industry as existing. As a result, IMT shall not be responsible for variances in the weight of products when such weights are furnished to IMT by Shipper's barge carriers, vessel draft surveyors or other representatives and/or means of weight determination, even though such weights may be used for the basis of invoices to Shipper.
- (b) IMT shall maintain a record of the quantity of product shipped through the transfer process and the quantity of such product in storage. Shipper recognizes and agrees that such records are based on weights that are subject to variance due to the diverse methods of determination as referenced in (a) above and agrees that such records of quantities and weights shall be for book inventory only, and IMT shall not be responsible for any differences in weights or quantity.

Section 3 - Services Available at Dock

A. Bunkers, Diesel, Lubricating Oils, Potable Water, Provisions and Stores

Subject to the MARSEC level at time of service and only with prior approval of the Terminal Manager and payment of a facility user fee, terminal may allow bunkers, diesel, lubrication oils, potable water, provisions and stores to be delivered to vessels which are docked at IMT. No personnel, equipment, stores, provisions, baggage, etc. shall be allowed to transit through IMT's terminal grounds without the specific consent of the Terminal Facility Security Officer and payment of any applicable terminal fees associated with such transit. The terminal FSO shall reserve the right to deny any person access through the facility and those who are granted access shall be in possession of valid documentation, including valid TWIC cards for U.S. citizens.

B. Tractor Leveling, Compacting and Trimming of Vessel Holds

IMT does have the capability to provide leveling, compacting, and additional (non spout) trimming of vessel holds for vessels which are loading cargo at the terminal. Unless related costs are specifically outlined in the Shipper's contract, IMT shall be entitled to receive additional fees for such services, costs which shall be agreed between IMT and the responsible paying party prior to performance of said service(s).

C. Repairs

Repairs at terminal are not normally permitted, unless the repairs are absolutely necessary to facilitate moving the vessel. Any vessel requiring repair work that would necessitates *hot work* must be in possession of a valid gas free certificate and prior written approval from the Terminal. At no time will repairs will be allowed to be conducted which will delay cargo transfer operations.

D. Transportation To and From Vessels

IMT operates a launch service which provides transportation of vessel personnel, agents, pilots, surveyors and/or inspectors to and from shore. IMT does assess fees for said services as outlined in IMT's Vessel Rate Sheet in place at time of service. IMT may also provide launch services surveyors and/or inspectors for other services, such as draft surveys, etc. Depending on the purpose and duration of the launch service provided, IMT may assess an additional launch service fees.

Section 4 - Bulk Material Transfer Wharves

IMT has two primary loading docks which accommodate ocean vessels calling its facility. They are the Bruks ship loading dock and the Agrico gulf barge loading dock. General descriptions of each berth are as follows:

A. Bruks Dock (Primary Ship Loading Dock)

The overall length of the dock is 1,044 feet (318.21m). It consists of concrete on steel piles and a truss to support the elevated dock conveyor. An extra pile type dolphin was installed 125 ft. below the concrete dock to handle larger vessels. Deck level is 15 feet (4.57m) above sea level. The overall length incorporates 14 buckling type fenders 72 feet (21.95m) apart.

The traveling ship loader has approximately 794 feet (242.01m) of total travel and can traditionally reach a maximum of 103 feet (31.39m) riverside of the fender face. Proper positioning during berthing will eliminate delays and potential warping at the berth, mitigating additional expenses to the vessels for tugboats and, as applicable, pilots.

B. Agrico (Gulf Barge Loading Dock) Not applicable for Transocean export loadings

The Agrico is IMT's gulf barge loading dock. The dock is a partial cement berth fitted with buckling type fenders. The Agrico loader does not travel but does rotate and telescope. Minimal shifting is required.

Section 5 – Safety and Security

A. Principle

When a vessel is docking or undocking, the Master is expected to give top priority to safety and efficiency and to follow all regulations generally followed in the marine transport industry as well as those of IMT. All cargo handling operations on the vessel are the Master's responsibility, and the loading of the cargo shall be under the continuous direction and responsibility of the Master or authorized vessel representative.

B. Minimum Number of Ship's Crew

Any vessel at the dock, shall at all times maintain appropriate officers and crew aboard the vessel in order to vacate the dock, if necessary, and to permit uninterrupted cargo transfer at any time of the day or night, including Saturdays, Sundays, and holidays. The loading plan should be such that the vessel is maintained in trim and the engine is in a condition that it could leave the dock on short notice (i.e. within 30 minutes or less) in case needed.

C. Safety Regulations

1. Vessels shall not "blow-out tubes" in the vicinity of IMT dock.
2. The engineering plan and vessel trim must be maintained in a state of readiness to get underway at the request of IMT.
3. Guards must be installed to deflect de-ballasted water from the dock, equipment, and personnel.
4. It is understood that IMT does not provide, formally, informally, or otherwise, consent to any terminal users, shippers, river transportation operators, masters, owners, charterers, operators or agents of vessels to the use of IMT's terminal facilities or docks while any vessel is moored at the IMT facility or dock. It is the responsibility of the vessel and its crewmembers as well as all terminal users, shippers, receivers, river transportation operators, masters, owners, charterers, operators and agents of vessels and all of the ship's crewmembers to assist in the prevention of damage to any property or to any personnel. Therefore, other than required United States Governmental agencies, any vessel moored at IMT's facilities or docks must obtain prior written approval from the Terminal Representative for any ship's representative, agent, or any third party to board, make a delivery or gain access to the ship by means of IMT's docks or facilities.
5. In accordance with IMT's facility and dock rules and procedures, including those set out in section 4 above, terminal safety rules require that all personnel wear at a minimum hard hats, steel toe shoes, protective eye wear, and reflective clothing. If proceeding to the waterside of the plant, an approved life jackets. Vessel crew members shall adhere to this requirement when on the dock and when transiting the conveyor walkway system to and

from the docks. Hazardous materials, substances or wastes, and cargoes which are of a highly inflammable, radioactive, explosive, noxious or dangerous nature, or reactive to personnel, will not be provided with any service of any kind except under advance arrangement with IMT accompanied by full disclosure of the hazardous characteristics, risks and special handling requirements of such cargo and in such case negotiated rates and charges shall be applied. It is the responsibility of the shipper or other person tendering cargo to the Terminal (1) to fully disclose in writing and in advance all of the cargo's characteristics, risks and special requirements applicable to its safe loading, unloading, handling and storage in bulk and (2) to obtain all necessary special permits or permissions required by the Captain of the Port, U.S.C.G., and/or other state or federal authorities in connection with the loading, unloading, handling and/or storage at IMT.

In the event of non-compliance, IMT may, without liability to any party, refuse service and/or access to its facilities; may order vessels or other conveyances containing such cargo to immediately vacate IMT and/or berth; may arrange for removal and storage of the cargo off IMT premises; and, may take any other action reasonably necessary for the safety of persons and property and/or to comply with lawful orders of any governmental authority. All such action shall be at the risk and expense of the cargo, its owner and the shipper or any party who tendered the cargo.

6. Users of Terminal facilities are required to provide IMT with Safety Data Sheets on all commodities handled for their account.
7. IMT operates a closed fleet. All outside vessels are required to obtain prior approval from IMT before entering IMT's fleet or having access to IMT's berth/docks. Such approval requires 24 hours advance notice which is to be provided to IMT's Traffic Coordinator. Should such approval be granted, all outside vessels, personnel, and passengers are required to comply with IMT's prescribed safety rules and personal protective equipment requirements as well as adhere to IMT's Facility Security Plan. IMT reserves the right to levy a user fee and/or a signed liability indemnification agreement for such access, which fee and/or indemnification agreement must be submitted before entering IMT's fleet or berth/docks.

D. Security

In compliance with United States Coast Guard, Department of Homeland Security directives, 33 CFR 105, International Marine Terminals has developed a Facility Security Plan (FSP). According to IMT's FSP, certain areas of the Terminal's landside facilities and all of IMT's docks and fleets are considered secure restricted areas. Any unauthorized entry into secure restricted areas is considered a "Breach of Security" and the proper authorities will be notified. Anyone or anything entering into the Terminal is subject to screening, inspection and/or search according to the Terminal's FSP. Failure to consent will result in denial or revocation of authorization to enter.

Section 6 - Force Majeure

Neither party shall be under any liability of any kind or nature whatsoever (other than obligations of such party to pay or expend money) for any loss, damage, delay or failure in performance, including, but not limited to, demurrage, delay, damages, deterioration of quality, shrinkage in

quantity and/or loss of product, in the event that it should fail or delay to perform its obligations hereunder where such failure is directly or indirectly, wholly or partly, caused by *Force Majeure* event. Force Majeure language in Customer/Terminal contract shall define the qualifications of Force Majeure.

Section 7 - Invoicing

IMT shall issue invoices for services rendered, subject to any applicable operating contract, to all users, shippers, river transportation operators, masters, owners and agents of vessels. Invoices will be due within thirty (30) days from the date of invoices (with the exception of Page 10, Item #4 – this deposit is still due prior to vessel berthing). Outstanding invoice balances more than 30 days past the date of invoice will be assessed at 1½% interest charge per month or the maximum legal rate allowed in the State of Louisiana. Interest is not to be applied to any accumulated interest charges.

If an invoice is in dispute, the disputing party shall pay to the other party eighty percent (80%) of the invoice amount within the time period specified above, subject to debit or credit when the dispute is resolved without interest or penalty on the balance due. Performance shall continue during and despite any dispute.

IMT shall, for the amount of any unpaid invoice (not including the 20% of a disputed invoice mentioned above) as well as attorney fees and costs, have the option to assert a lien against Shipper's product in compliance with governing laws. Such lien will allow IMT to take possession of and/or relocate product within Terminal property. Shipper warrants that all product delivered to IMT shall be owned by Shipper or by a third party on whose behalf Shipper has authority to act.

IMT is entitled to recover any reasonable attorney fees and costs incurred to collect and any invoice or to avail itself of any of its rights under the agreement, whether or not any other party is considered in breach of this agreement.

Section 8 - Rights of Terminal

IMT will endeavor to handle barges, vessels and product on a first come first serve basis subject to IMT Manual and specific agreements, contracted heretofore. IMT reserves its right to interpret the rules and regulations stated herein as they would apply to operating procedures and the interpretation of same, for the benefit of all users of the facility.

IMT will assume no responsibility for damage to vessel parts or cargo arising by reason of concealed or inadequately protected fastening, attachments, covers, and parts of the vessel projecting into bulk cargo, and no liability will be assumed by IMT for damages incurred as a result of vessel configuration.

Additionally, IMT assumes no liability for damage to vessels gear, equipment or structures due to the commodity being loaded, other than what might be proximately caused by the negligent operations on the part of IMT. Charges for dockage fees will be assessed to the vessel by IMT.

Section 9 – Liens

Title to the product shall at all times remain with Shipper or its assignees, subject to any lien asserted by IMT. At all times to the extent permitted by law, IMT shall have all applicable statutory liens upon all product at any time in the Terminal for the charges set forth in any applicable operating contract, whether incident to product then on the Terminal or otherwise and in connection with any and all other agreements between IMT and Shipper, and Shipper hereby authorizes IMT to file any financing statement, together with any amendments or continuations thereof, without the Shipper's consent.

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