

United Bulk Terminals

— DAVANT —

Terminal Rules & Regulations

United Bulk Terminals Davant, LLC
14537 Highway 15
Davant, Louisiana 70040

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1. GENERAL RULES AND REGULATIONS

1.1 INTRODUCTION

These Terminal Rules and Regulations (the “**Rules**”) are published by United Bulk Terminals Davant, LLC (“**UBT**”) and contain rules, regulations, rates, and other charges applicable to the use of UBT’s dry-bulk cargo terminal located at LMR Mile 55 as well as the terminal’s fleets, anchorages and all other associated appurtenances and facilities (collectively, the “**Terminal**”).

UBT is a privately-owned company and is not affiliated or associated with any city, state, or federal agency. Therefore, the use of the Terminal is by private contract by and between UBT and User.

1.2 DEFINITIONS

As used herein, the following terms shall have the meaning set forth in these definitions.

“**Barge Carrier**” shall mean any owner, operator, charterer, or agent of a River Barge calling at the Terminal.

“**Cargo**” shall mean any material to be loaded, unloaded, stored, or transferred within the Terminal, as specified in the Commercial Proposal.

“**River Barge**” shall mean any inland river barge intended to load or discharge Cargo at the Terminal.

“**Shipper**” shall mean the owner, consignee or consignor of any Cargo to be handled at the Terminal, including any agent, representative or other party authorized to and acting on behalf of any Cargo interest, in connection with the transfer, storage and handling of Cargo at the Terminal.

“**UBT**” shall be interpreted to include UBT’s owners and all directors, officers, employees, agents, representatives, any third parties acting on UBT’s behalf, all contractors and subcontractors of UBT, and, without limitation, UBT’s associated or affiliated companies and any subcontractors thereof.

“**User**” shall include any Vessel (as defined below), Shipper, receiver, motor-carrier, rail-carrier, Barge Carrier, any other third party that is engaged in or doing business with UBT, any third party that is brought to or instructed to appear at the Terminal by any Vessel, Shipper, receiver, motor-carrier, rail-carrier, or Barge Carrier, or any third party that is otherwise present at or using the Terminal in any form whatsoever, including, without limitation, any associated or affiliated companies and subcontractors of any of the foregoing.

“**Vessel**” or “**Vessels**” shall mean any ocean-going ship or ocean-going barge that is intended to load or discharge Cargo at the Terminal. All references to “Vessel” or “Vessels” in these Rules shall include, unless specified otherwise, the owner(s), operator(s), manager(s), charterer(s), master(s), and/or agent(s) of such Vessel or Vessels, as applicable.

1.3 APPLICATION OF THE RULES; AMENDMENTS TO THE RULES

Unless varied by written agreement between UBT and User, the rates, rules, and regulations contained in these Rules shall apply equally to all Users of the Terminal and shall apply to all services provided on or after the effective date shown on these Rules or any amendments thereto.

Amendments to these Rules may be issued from time to time, and these Rules are subject to change without prior notice. All such amendments or changes will be published in the same manner as these Rules.

1.4 CONSENT TO TERMS OF THE RULES

The use of any portion of the Terminal shall constitute a consent to these Rules, and such use shall evidence an agreement on the part of any User to pay all charges specified in these Rules and be governed by all terms and conditions contained herein. Notwithstanding anything to the contrary herein, the rights of any User to utilize the Terminal shall be subject to the prior approval of UBT.

1.5 INTERPRETATION

UBT shall be the sole judge as to the interpretation of these Rules.

1.6 COMPLIANCE AND LOCAL AUTHORITY

User agrees to comply with all federal, state, and local laws, statutes, ordinances, rules, permits conditions, policies, and regulations applicable to the Terminal, as well as all other federal and state laws concerning the waterways adjacent to the Terminal.

The Terminal is within the jurisdiction of the Plaquemines Port, Harbor & Terminal District, Plaquemines Parish, and all rates, rules, regulations, and requirements of the Plaquemines Port, Harbor & Terminal District. For the avoidance of doubt, rates and charges set forth in these Rules are net and are in addition to all other rates, charges and impositions that may be imposed by the Plaquemines Port, Harbor & Terminal District, or other governmental and non-governmental agencies. Rates, rules, requirements, and regulations of the Plaquemines Port, Harbor & Terminal District, Plaquemines Parish, can be found here: <http://www.portofplaquemines.com/tariff>.

If any User fails to comply with all such laws and regulations, the Terminal may order any User to vacate the Terminal or berth. If the User does not vacate the berth when so ordered, the User will be subject to all costs (including, but not limited to attorneys' fees) and expenses in connection with the moving of the Vessel, which costs and expenses (and applicable liquidated damages) shall be for the account of and the full risk of the User.

1.7 HOURS OF OPERATION

The Terminal operates twenty-four (24) hours a day, every day throughout the year except for Super Holidays. For purposes of these Rules, "**Super Holidays**" shall be defined as:

- New Year's Day
- Martin Luther King, Jr. Day
- Mardi Gras Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)

When any of the above Super Holidays fall on Sunday, the following Monday shall be observed as the Super Holiday. When one of the above Super Holidays falls on Saturday, the preceding Friday will be observed as the Super Holiday. Super Holidays will be considered from 18:00 the day prior to the observed Super Holiday and extend through 06:00 the day following.

1.8 VESSEL SIZE

UBT can accept Vessel nominations at Dock 1 and Dock 2 with the following restrictions:

	Dock 1	Dock 2
Beam	155'	130'
LOA	1,000'	750'

Vessels larger than the above require prior written consent from UBT.

1.9 LAW AND JURISDICTION

Any and all disputes, claims, liability (including, but not limited to, absolute and strict liability), causes of action, damages (including, but not limited to, punitive damages), or expenses (including, but not limited to, the payment of reasonable attorney fees, expert witness fees, and litigation expenses regardless of type), directly or indirectly arising out of, related to, and/or resulting from the User's operation at or use of any part of the Terminal, storage of Cargo at the Terminal or breach of these Rules, which cannot be resolved amicably, shall be governed by the general maritime law of the United States, and, to the extent not inconsistent or where otherwise not covered, the laws of the State of Louisiana, excluding its conflicts of law provisions. All such claims and disputes shall be subject to the exclusive jurisdiction of the Louisiana Twenty-Fifth Judicial District Court in Plaquemines Parish, Louisiana, or the United States District Court for the Eastern District of Louisiana, New Orleans, Louisiana Division, and all Users submit themselves to the personal jurisdiction of said courts. In the event UBT must move to dismiss a lawsuit filed in violation of this provision, the reasonable attorneys' fees and costs incurred by UBT in so moving shall be paid by the plaintiff(s) to said lawsuit.

1.10 REMEDIES FOR ENFORCEMENT

UBT shall have all remedies available to it at law to enforce these Rules. In the event of any legal proceedings to enforce any provision of these Rules in which UBT is the prevailing party, UBT shall be entitled to recover its expenses incurred in such proceedings, including, but not limited to, payment of reasonable attorney fees, costs, expert witness fees, and litigation expenses regardless of type.

2. VESSEL REQUIREMENTS ASSOCIATED WITH CARGO HANDLING OPERATIONS

2.1 VESSEL NOMINATION

Vessel Nominations shall be submitted per UBT's Transportation Terms and Conditions.

2.2 NOTICE OF READINESS

In order for a Vessel to submit the Vessel's Notice of Readiness, the Vessel must perform the following (collectively, the "Notice of Readiness"):

- A. Submit the Berth Application to UBT (included as Exhibit C);
- B. Pay all Vessel fees in advance as required by UBT's pro forma invoice;
- C. Be cleared by U.S. Customs and Border Protection;
- D. Ensure that all holds on the subject Vessel have been inspected and found suitable by a marine surveyor;
- E. Provide UBT with a copy of the subject stowage plan; and
- F. Arrive at the closest available position in this order:
 - 1. UBT designated loading berth
 - 2. UBT designated lay berth
 - 3. Davant Anchorage
 - 4. Alternate nearest available anchorage Pointe Celeste; Magnolia

Under no circumstances will UBT acknowledge a Notice of Readiness for any Vessel outside of the above positions or anchorages without written approval from UBT. Under no circumstances will UBT accept Notice of Readiness if Vessel has not entered the port limits. For sake of good order, the port limits will be considered the Southwest Pass of the Mississippi River with a pilot on board.

Unless waived by UBT, a Vessel will not be called to berth until and unless: (i) all Cargo to be loaded for Shipper is ready and available for loading; and (ii) the Notice of Readiness is complete and tendered to UBT. Documents and notices shall be sent via email to ubt-dispatch@hostterminals.com.

2.3 VESSEL ACCESS

All Vessels are to furnish at all times while in berth, safe access onboard. To the extent the Vessel's personnel or other visitors, including the Vessel's agent, need to leave or board the Vessel, twenty-four (24) hours prior written notification to UBT must be provided and include a list of the: (a) name; (b) telephone number; and (c) reason for visit of each visitor to the Vessel and Vessel personnel leaving the Vessel provided along with a crew list. Each visitor must have a form of identification acceptable to UBT and consistent with applicable federal law. Said list shall be supplemented as needed and furnished in advance of the visit to the Terminal in writing between 9:00 a.m. and 4:00 p.m. Mondays through Fridays and between 9:00 a.m. and 12:00 noon Saturdays, excluding Super Holidays as defined herein (the "**Visitor List**"). The Visitor List must be approved by UBT prior to Vessel personnel leaving or visitors boarding the Vessel.

2.4 SHIFTING AND READINESS

Assignment of berth under these Rules is predicated upon: (a) Vessel's continuous readiness twenty-four (24) hours a day, seven (7) days a week to receive or discharge Cargo at Terminal's full normal load rate throughout the entire time in berth and in compliance with the directions of Terminal management, including shifting within or between anchorage sites or berths; and (b) the availability of sufficient Cargo to complete loading of the Vessel. Vessels shall be prepared to come to berth and commence loading or unloading operations, as the case may be, upon three

(3) hours' notice. Upon assignment to a berth, the Vessel shall remain prepared and be properly crewed to promptly carry out Cargo transfer operations within or between Terminal berths and undock and vacate the berth on UBT's order twenty-four (24) hours a day, seven (7) days a week. For purposes of these Rules, "promptly" shall mean within thirty (30) minutes of a notice being tendered by the Terminal.

If the Vessel is ordered to berth and a delay in delivery of the Vessel to berth occurs in excess of three (3) hours from the time that the Vessel was ordered to berth, then the Vessel, shall be responsible for an empty berth charge of \$5,000 for each hour or fraction thereof until the Vessel is moored in the berth, regardless of intervening circumstances of any nature, which charge shall be assessed as liquidated damages.

2.5 RETENDERING

If any Vessel that has tendered a Berth Application at the Terminal is ordered to berth by UBT and is unable or refuses to accept a berth, due to any reason whatsoever, or otherwise fails to comply with these Rules, UBT may, at its sole discretion, cancel the Vessel's original tender. If tender is not accepted, the Vessel must retender and will be assigned a rotation in the Terminal lineup based on the new tendering time. The Vessel shall be responsible for an empty berth charge of \$5,000 for each hour or fraction thereof until another Vessel (substitute or not) is moored in berth, regardless of intervening circumstances of any nature, which charge shall be assessed as liquidated damages.

2.6 VESSEL ROTATION

The Terminal management may alter the turn of the Vessels for loading or unloading, when, in Terminal's sole judgment, it is in the best interest of Terminal operations.

2.7 VESSEL SAFETY AND SECURITY

All Vessels are to furnish at all times while in berth, safe ingress and egress, lighting, and equipment to permit loading and unloading. When a Vessel is berthing at any of the Terminal facilities, the Vessel's Master shall be solely responsible for the safety of the Vessel and her crew. Any Vessel in berth shall at all times maintain appropriate officers and crew aboard the Vessel in order to maintain an alert watch and respond to emergencies. Moreover, Terminal's consent, as described more fully in these Rules, shall be obtained before any crew or any other individual will be allowed on any Terminal facilities, docks and/or buoys. The Vessel shall comply with the following:

- A. The Vessel must be maintained in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth.
- B. Guards must be installed to prevent ballast water from contacting personnel, equipment, or the dock.
- C. All personnel shall wear life jackets, hard hats and all generally accepted safety equipment and gear while on the docks at all times. It is the Vessel's responsibility to provide life jackets, hard hats, and all generally accepted safety equipment and gear. Vessel crew members shall adhere to this requirement when on the dock and when transiting the conveyor walkway system to and from the docks.
- D. In compliance with United States Coast Guard, Department of Homeland Security

directives, 33 CFR 105, UBT has developed a Facility Security Plan (“FSP”). According to UBT’s FSP, certain areas of the Terminal’s landside facilities and all of UBT’s berths and fleets are considered restricted areas. Anyone or anything entering into the Terminal is subject to screening, inspection and/or search, and must possess a form of identification acceptable to Terminal.

2.8 SAFE BERTH

The Master of the Vessel shall be solely responsible for determining if the depth of water (at any tide or river stage) is sufficient for the Vessel, the Terminal having no responsibility therefor and the Terminal shall not be deemed to warrant the safety of public channels, fairways, approaches thereto, anchorages or other publicly maintained areas either inside or outside the portarea where any Vessel may operate. Furthermore, the Terminal shall not be deemed to warrant the safety of any of the Terminal’s berths, docks, anchorages, facilities or approaches thereto.

2.9 RIVER CONDITIONS

When, in the Terminal’s opinion, river conditions threaten the safety of any moored or fledged Vessel and/or the structural integrity of any part of the Terminal, transfer operations will be suspended and any Vessel shall vacate the berth immediately when requested by the Terminal management to do so and until such time as river conditions permit it to return. Normal and seasonal high-water and increased currents are probable along the Lower Mississippi River. Some Vessels have determined in the past that they required additional tug support during certain conditions. By berthing in any of the Terminal’s mooring locations, the Vessel acknowledges the responsibility to be aware of the open and obvious condition of high water.

2.10 CARGO OR DEBRIS ON DECK OF VESSEL

Vessels shall not arrive at the Terminal with Cargo or any other obstruction on its deck. The Vessel agrees that if notified of such condition, it shall be the sole responsibility of the Vessel to clean and remove any such product which renders the deck of any such Vessel dangerous to the safety of any person. Should the corresponding Vessel fail to promptly clean and remove any product from the deck of any such Vessel, UBT reserves the right, but not the obligation, to clean and remove the product from the Vessel’s deck, which service will be solely for the account of the Vessel. Alternatively, UBT may reject the Vessel and/or refuse to perform Terminal operations. Any time used to clean and remove such product rendering the deck dangerous to the safety of any person shall not count against laytime.

2.11 LINE HANDLING

The master and crew of every Vessel shall provide assistance in handling lines and operating deck machinery. An English-speaking deck officer must be available to ensure timely response to the directions of any representatives of the Terminal relative to the handling of lines. Terminal representatives will position lines on the shoreside.

2.12 USE OF TUGS

When a Vessel is entering or leaving the berth, UBT shall arrange for up to two tugs. If in the opinion of the Terminal management, the weather or other conditions so warrant, each Vessel upon entering and leaving or lying at berth (including shifting within the berth) may be required

to make use of additional tugs, depending on the size of the Vessel, which additional tugs shall be at the sole risk and expense of the Vessel per the charges contained in **Exhibit A**. A one (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 charged by the provider will apply. Additional charges for towage services may be assessed to the Vessel by UBT. The Vessel may elect to hire tugs not provided by UBT under its User Fee or additional tugs as required herein; however, any such election must be approved by UBT and is at the sole risk and expense of the Vessel.

2.13 STOWAGE

UBT shall have no obligation to compact the Cargo upon Vessel loading. The Vessel shall be solely responsible for the stowage of the Cargo and must be self-trimming bulk carriers. Should additional trimming be requested or required all additional fees shall be for Vessel's account.

In any event, the loading sequence plan shall not exceed two (2) pass loadings and two (2) hold trims. UBT will allow each Vessel two (2) draft checks which are not to exceed a period of 30 minutes each. Any Vessel exceeding the allotted time for draft checks will subject the Vessel to a fee of \$5,000 per hour (with partial hours prorated) as liquidated damages.

2.14 BUNKERS

Bunkers, diesel fuel or oils may be received by Vessels in berth with prior written approval of Terminal.

2.15 VACATING BERTH

The Vessel shall vacate the berth within one (1) hour of completion of loading and draft survey or unloading. In addition, Terminal management may, in its sole discretion, and without liability, order the subject Vessel to vacate the berth if the Vessel fails to comply with the requirements herein or for any other reason. If a Vessel refuses or fails to vacate the berth within one hour of the completion of the final draft survey or otherwise ordered, UBT shall be entitled to charge and recover as liquidated damages from the Vessel, the sum of \$5,000 per hour (with partial hours prorated) beginning one hour after (i) completion of the final draft survey, or (2) receipt of the notice to vacate and continuing until vacation of the berth occurs regardless of any intervening circumstances of any nature. If the Vessel does not vacate the berth in a timely manner, as defined by Terminal, the Vessel will be subject to, in addition to the liquidated damages above, all costs (including but not limited to attorney fees) and expenses in connection with the moving of the Vessel, which costs and expenses (and liquidated damages) shall be for the account of and the full risk of the Vessel.

2.16 LIQUIDATED DAMAGES

User agrees and acknowledges that it would be very difficult to accurately estimate the losses that UBT would incur due to an empty berth or other delays caused by User's use of the Terminal. User accepts responsibility for the liquidated damages if incurred in accordance with Sections 2.4, 2.5, 2.13, and 2.15 of these Rules, and agrees that such liquidated damages are not a penalty and represent a fair and reasonable estimate of the damages or losses UBT may suffer as a result of the circumstances and durations to which liquidated damages are assessed herein.

3. RIVER BARGE REQUIREMENTS AND ASSOCIATED CARGO HANDLING OPERATIONS

3.1 MOORING OF BARGES

UBT operates a closed fleet. All Barge Carriers shall obtain the prior approval of UBT before their line-haul towing vessels and River Barges enter the Terminal's fleet/berth/docks/buoys. Barge Carriers shall provide an ETA, tonnage, and any issues related to the River Barges to the Terminal via email at ubt-dispatch@hostterminals.com. Any Barge Carrier delivering River Barges to the Terminal shall be responsible for mooring the River Barges in accordance with these Rules and any other regulations promulgated by the Plaquemines Parish Port, Harbor and Terminal District, and United States Coast Guard. If such approval by UBT is granted, Barge Carrier is required to comply with UBT's prescribed safety rules and personal protective equipment requirements and follow UBT's Facility Security Plan.

All River Barges brought into the Terminal fleet must be jointly inspected by Barge Carrier and fleet operator prior to being placed in the Terminal fleet (such joint inspection may sometimes be hereinafter referred to as the "**Joint Inspection**"). The Joint Inspection shall include:

- A. Check for water in all voids, including wing tanks, bow, and stern compartments;
- B. Inspect above water areas for signs of recent and/or major damage;
- C. Inspect grain doors on covered River Barges to ensure that they are in the closed position;
- D. Inspect deck fittings to ensure all are present;
- E. Observe draft and trim of loaded River Barge(s) to determine that River Barge(s) are safe for fleeting; and
- F. Inspect all deck areas and walkways for Cargo or other debris that may impede the safety of personnel.

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

- A. Four-part wire rope of at least 7/8" diameter with an eye at each end of the rope passed around the timberhead, kevel or button;
- B. A mooring line of natural or synthetic fiber that has at least 75 percent of the breaking strength of four-part 7/8" diameter wire rope; or
- C. Fixed rigging that is equivalent to four-part 7/8" diameter wire rope.

Any River Barges arriving at the Terminal without lines, wire or stationary rigging meeting the requirements set forth above will not be accepted by the Terminal until such time as proper equipment is furnished. Upon arrival or departure from the Terminal, all line-haul towing vessels are required to contact the Terminal harbor boats. The Terminal harbor boat operator in attendance shall have the right, although not the obligation, to determine if the River Barges have been properly secured by the towing vessel.

3.2 CONDITIONAL ACCEPTANCE OF RIVER BARGE

In the event a Barge Carrier tenders a River Barge for placement into the Terminal fleet which, based on UBT's sole discretion, is: (1) found to be in a leaking or otherwise damaged condition

during the Joint Inspection whereby UBT believes such River Barge is not suitable or fit for fleeting, Cargo handling operations, and/or is otherwise unseaworthy; or (2) lacking adequate freeboard or otherwise improperly loaded with Cargo such that fleeting operations and/or Cargo handling operations may be unsafe, then UBT may refuse to accept such River Barge at the Terminal and in the fleet, or, alternatively, UBT may elect to “**Conditionally Accept**” such River Barge. In the event, UBT agrees to “Conditionally Accept” a River Barge, UBT will provide notification to the Shipper and Barge Carrier by e-mail confirming that UBT will accept the subject River Barge, but the acceptance of the River Barge shall be a “Conditional Acceptance.” In the event UBT Conditionally Accepts a River Barge, Shipper and Barge Carrier agree to be responsible for and assume all liability for the condition of the River Barge and to defend, indemnify, and hold harmless UBT for any and all claims and expenses (including the payment of reasonable attorneys’ fees, court costs, expert witness fees, and all litigation expenses regardless of type) for (1) any sinking, loss of and/or damage to the River Barge or the Cargo contained therein regardless of fault, and even when the River Barge is in UBT’s care, custody and/or control, and (2) any damage or loss sustained to other property and for personal injury, illness and death claims, caused by or related to, in whole or in part, the Conditionally Accepted River Barge.

Barge Carrier and Shipper hereby agree that notice of the River Barge’s leaking, damaged, lack of freeboard and/or improperly loaded condition resulting in such River Barge being Conditionally Accepted by UBT shall be considered “privity and knowledge” by the Barge Carrier and Shipper of the River Barge’s condition so as to waive any right the Barge Carrier and/or Shipper may have to limit liability pursuant to the Shipowner’s Limitation of Liability Act, 46 U.S.C. 30501, et. seq. In addition, Barge Carrier and Shipper hereby agree the River Barge is being handled at the Terminal pursuant to a “Personal Contract”, and it is the intention of the Barge Carrier, Shipper, and UBT that the Barge Carrier and Shipper shall not be entitled to limit their liability to UBT in any respect under the afore-referenced Shipowner’s Limitation of Liability Act.

3.3 CARGO ON DECK OF RIVER BARGE

Barge Carriers acknowledge that any River Barge arriving at the Terminal with Cargo on its deck may constitute a hazardous and unsafe condition. Barge Carriers agree that if notified of such condition, the Barge Carrier shall be responsible to clean and remove any such product which renders the deck of any such River Barge hazardous to the safety of any person. Should the Barge Carrier fail to promptly clean and remove the product from the deck of any such River Barge, the Terminal reserves the right, but not the obligation, to clean and remove the product from the River Barge’s deck, which service will be solely for the account of the Shipper. Alternatively, the Terminal may reject the River Barge and refuse to accept it at the Terminal or into the Terminal’s Fleet.

The Barge Carrier and Shipper shall coordinate and be solely responsible for all required inspections for cleanliness and compliance with all local, state, and federal laws and regulations relative to the fitness of the River Barge. All run off reporting and other environmental compliance and reporting shall be the Barge Carrier’s and Shipper’s sole responsibility. Any EPA, regulatory or court-imposed fines levied against Terminal as a result of the Barge Carrier’s and Shipper’s non-compliance and/or failure to report shall be for Barge Carrier’s and/or Shipper’s account.

3.4 RIVER BARGE FLEETING AND SHIFTING CHARGES

River Barges fleeted and/or shifted at the Terminal shall be charged for the service by UBT at the rate provided for in UBT's Fleet Service Rate Schedule, included as **Exhibit B**.

3.5 RIVER BARGE COVER HANDLING

Unless other arrangements are made in writing with UBT in advance, any River Barges with stacked hatch covers or requiring Terminal assistance in handling any River Barge covers shall be charged for the service at the rate provided in UBT'S Fleet Service Rate Schedule.

3.6 RIVER BARGE RELEASE

- A. UBT reserves the right to restrict access to its barge fleet due to impending tropical weather systems, other adverse weather conditions or the existence of high water, this includes, but is not limited to, ordering fleeted barges to vacate the fleet as soon as possible.
- B. UBT intends to operate in accordance with the "MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. COAST GUARD, VESSEL OPERATORS, FLEETS, TERMINALS AND INDUSTRY ORGANIZATIONS REGARDING FLEET OPERATIONS DURING HURRICANE SEASON" as drafted in 2014 or its successor. However, all additional costs to prepare, or tend to River Barges remaining at UBT shall be for the account of the Barge Carrier.
- C. Once loading or unloading of a River Barge has been completed, as determined by UBT personnel, the River Barge must be picked up within six (6) days or fleeting rates are increased per UBT's Fleet Service Rate Schedule (Exhibit B). Notwithstanding anything to the contrary herein, UBT has the right to demand that the River Barge be picked up within seventy-two (72) hours of UBT's transmittal of written notice to the Barge Carrier that the River Barge must be removed.
- D. In the event that a River Barge is not removed as stated above, Terminal management may, at its sole election, arrange to have the River Barge shifted to a commercial barge fleet at the sole risk and expense of the Barge Carrier.
- E. UBT will not be responsible for any additional cleaning charge (hoppers or decks) post River Barge release unless notified by Barge Carrier prior to the River Barge's departure from UBT's fleet.

3.7 ADDITIONAL CHARGES

UBT may assess such other charges to Barge Carriers as detailed in UBT's Fleet Service Rates Schedule. Such services shall be assessed based upon UBT's discretion, and include, if required, the pumping of barges with standing water down to two (2) inches. Barge Carrier shall remit payment in accordance with UBT instructions for all services UBT provides as set forth in UBT's Fleet Service Rates Schedule.

EXHIBIT A

USER FEE SCHEDULE

1. USER FEE

UBT charges one lump sum fee (“**User Fee**”), to all Vessels based on gross registered tonnage (GRT) as reflected on International Tonnage Certificate or if certificate is not provided as listed in RightShip.

The User Fee shall be \$3.07 per Vessel GRT for the duration of the loading or discharging.

Each Vessel shall be assessed the User Fee based on the Vessel GRT. In any event, for the purpose of calculating the User Fee, the minimum Vessel GRT shall not be less than 25,000 nor exceed 65,000 GRT.

For US flagged ocean-going Vessels and/or Vessels loading less than 18,000 short tons of Cargo the User Fee shall be \$1.535 per Vessel GRT for the duration of the loading or discharging.

The User Fee is inclusive of the below listed services:

Security Fee
Environmental Fee
Crew Boat Service
Dockage Fee
Up to two (2) Tugs for dock and undock
Line handling
Stores/Bunker Delivery
Crew Shore Leave
Facility Overtime
Spout Trimming

2. ADDITIONAL TUGS

Additional tugs are provided at a rate of \$755 per hour per tug plus a reporting fee of \$1500 per tug.

3. OTHER ADDITIONAL CHARGES

Services not expressly covered in the above shall be assessed on an as-incurred basis, with UBT to provide notification of the rates applicable thereto. User’s continued use of the Terminal upon such notice shall constitute acceptance of such rates and charges.

EXHIBIT B

RIVER BARGE SERVICE RATES

1. FLEETING

Dry Cargo, Open Hopper and Deck Up to 200' x 35'	\$55.00 per day
Dry Cargo, Open Hopper and Deck Over 200' x 35'	\$85.00 per day
Special Cargo – Equipment Barges – Towboats*	\$100.00 per day

**A watchman is required with all towboats*

2. TUG SERVICE

Tug Service (hourly rate with a one hour minimum)	\$300.00 per hour
Tow Building	\$300.00 per barge
Tow Building Assist (30-minute max per barge)	\$150.00 per barge
Rigging Removal* – double-ups and additional rigging	\$100.00 per barge

**Picking up of loose rigging at the hourly tug rate*

3. BARGE HANDLING

Includes “in” charge, shift to dock, shift from dock and “out” charge	\$900.00 per barge
Commercial barge handling – “in” charge (not unloading at UBT)	\$450.00 per barge
Commercial barge handling – “out” charge (not unloading at UBT)	\$450.00 per barge

4. UNLOADING BARGES WITH STACKED COVERS

Unless otherwise specified in a separate agreement, River Barges with stacked covers will be charged \$2,650 per barge. For the avoidance of doubt, UBT will not accept barges with closed covers.

5. BARGE PUMPING SERVICES

Barge Pumping \$500.00 for the first 3 hours. Thereafter, each hour will be charged at \$100.00 per hour, or portion thereof charged in 15-minute increments.

6. ADDITIONAL FLEETING CHARGES

FAILURE TO REMOVE BARGES. Unless the parties have otherwise entered into an averaging agreement, the following fee structure shall be assessed on a per barge basis beginning once loading or unloading is completed:

Day 1-6	\$55.00 per day (published rate)
Day 7+	\$110.00 per day

HIGH WATER PREMIUM. When the Carrollton Gauge (New Orleans) reaches 12' or higher, a 25% high water premium will be added to all River Barge Service Rates.

FUEL ESCALATION CLAUSE. Rates and charges for tug services quoted herein are based upon the price of No. 2 diesel fuel not exceeding \$1.75 per gallon. In the event the price of No. 2 diesel fuel exceeds \$1.75 per gallon, a fuel surcharge, added to each invoice, will be assessed on the following basis: 1% fuel surcharge for every \$0.05 per gallon increase over \$1.75 per gallon. The fuel surcharge will be based on the lowest of UBT's quoted fuel costs on the 1st and 15th of each month and will be adjusted on those dates.

EXHIBIT C
BERTH APPLICATION

Vessel Name: _____

IMO #: _____

**Estimated time of arrival at Southwest
Pass:** _____

Agent: _____

Vessel Operator: _____

Vessel:

LOA: _____

Beam: _____

GRT: _____

DWT: _____

Disport: _____

**Estimated Arrival Max Waterline to the
top of hatch coaming*:** _____

**WLHC 54' (less river condition at Alliance Gauge)*
<https://rivergages.mvr.usace.army.mil/WaterControl/stationinfo2.cfm?sid=01390>