

Greens Port Terminal

Tariff No. 1

Rules, Rates and Regulations
Governing

Greens Port Terminal

at

Greens Port Industrial Park
13609 Industrial Road
Houston, Texas 77015

issued by:

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SUBRULE 1: DEFINITIONS AND ABBREVIATIONS

A. The following terms are defined as follows wherever used in this tariff.

(1) Agent or Vessel Agent: The party or entity which submits the application for berth.

(2) Day: A consecutive 24-hour period or fraction thereof.

(3) Dockage: A charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

(4) Free Time: The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

(5) Freight Handlers: Those loading and unloading within the facility including Licensed Freight Handlers.

(6) Greens Port Terminal: The specified area within Greens Port Industrial Park designated the Terminal which includes the Wharf and immediate adjacent acreage as defined by the Terminal Manager.

(7) Handling: The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

(8) Holidays: As applied within this tariff, the term "holidays" may include the following named days:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day (3rd Monday-Feb)
Texas Independence Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

Holidays falling on Sunday will normally be observed the following Monday.

(9) Licensed Freight Handler: Specifically designated freight handlers (or Stevedores) approved and authorized by the Terminal manager to perform services at the Wharf or within the Terminal.

(10) Liner Service: Vessels making regularly scheduled calls as determined by the Terminal Manager for the receipt and delivery of cargo and passengers at this port.

(11) Loading & Unloading: The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance to or from the terminal facility.

(12) Marginal Tracks: Railroad tracks on the wharf apron within reach of ship's tackle.

(13) Navigation District Or Port Authority: Reference herein to the "District" or "Navigation District" or "Harris County-Houston Ship Channel Navigation District" or "Port Authority" means the Port of Houston Authority.

(14) Pallet: The term "pallet" when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the cargo.

(15) Point of Rest: The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

(16) Shed and/or Wharf Use Hire: A charge assessed against a vessel for loading or discharging cargo, and utilizing either a wharf shed or sheds and/or wharf for assembly or distribution of 100 tons or more of such cargo.

(17) Shipside: The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

(18) Terminal: Greens Port Terminal.

(19) Terminal Charges: A charge applying to automobiles, trucks, and utility vehicles, moving across public wharves.

(20) Terminal Manager: The individual designated to manage all activities at Greens Port Terminal.

(21) Terminal Storage: The service of providing warehouse or other terminal facilities for the staging of inbound or outbound cargo in transit after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

(22) Transshipped Cargo: Cargo landed from a vessel and reloaded on a vessel without being removed from the wharves.

(23) Ton: A unit of weight of 2,000 pounds or, for commodities designated as weight or measure, one (1) cubic meter, whichever tonnage value produces the greater revenue for commodities rated as weight or measure commodities.

(24) Unitized: The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed or conditioned to permit free access of forklift tines, so as not to require additional labor in handling.

(25) User: A user of the facilities owned by Greens Port Terminal shall include, without limitation, any vessel or person using any Greens Port Terminal properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done, or made available by Greens Port Terminal, or any person owning or having custody of cargo moving over such facilities.

(26) Vessel: Includes within its meaning every description of watercraft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner and/or operator thereof.

(27) Wharf: Any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other Greens Port Terminal facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.

(28) Wharfage: A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

(29) Wharf Demurrage: A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless prior arrangements have been made for storage.

B. The following abbreviations are used in this tariff:

| | | |
|--------|---|---|
| cts | - | Cents |
| \$ | - | Dollar |
| % | - | Percent |
| (A) | - | Addition |
| (C) | - | Change in wording which results in neither increase nor reduction |
| (I) | - | Increase |
| (N) | - | New Item |
| (R) | - | Reduction |
| Cu.Ft. | - | Cubic Feet |
| cwt | - | Hundred pound weight |

| | | |
|------|---|--|
| FMC | - | Federal Maritime Commission |
| FTZ | - | Foreign Trade Zone |
| GRT | - | Gross registered ton |
| ISO | - | International Standardization Organization |
| Lbs. | - | Pounds |
| LOA | - | Length-over-all |
| MFB | - | Thousand board feet |
| MT | - | Metric ton |
| NOS | - | Not otherwise specified |
| O/T | - | Other than |
| bbl | - | Barrel |

SUBRULE 2: APPLICATION AND INTERPRETATION OF TARIFF

Rates, rules and regulations contained in this tariff shall apply equally to all Users of Greens Port Terminal's facilities and shall apply on the effective date shown on this tariff or amendments thereto.

The use of Greens Port Terminal's facilities constitutes a consent to the terms and conditions of this tariff, and evidences an agreement on the part of all vessels, their owners and agents, and the Users of such facilities to pay all charges specified and be governed by all rules and regulations herein contained.

Greens Port Terminal reserves the right at any time or times and without notice to deny the use of its facilities to any User who or which is delinquent in payment of its accounts for more than thirty (30) days; such denial may be continued until such accounts are fully paid up and in current status. Repeat offenders may be placed on "cash in advance only" status.

Greens Port Terminal shall be the sole judge as to the interpretation of this tariff.

SUBRULE 3: BILLING AND COLLECTION

A. Liability for Charges

(1) Responsibility For Payment: All bills are due upon presentation and, unless other arrangements with Greens Port Terminal and their designated freight handlers, are payable, in cash, by the User or person designated in Subrule 3 A.(3) of this item, at a time or times provided in Subrule 3 A.(3) unless otherwise provided in this tariff. Greens Port Terminal will not permit movement of cargo from or across or through its facilities, or may withhold permission to occupy or use such facilities, appurtenances and equipment until all tariff rates and charges have been paid except that Greens Port Terminal, and their designated freight handlers may voluntarily extend credit arrangements to govern settlement of aforesaid rates and charges. Vessel or authorized agent will not permit the movement of cargo direct to or from ship's tackle and land

and water carrier until the permission of Greens Port Terminal as specified in this paragraph has been obtained.

Errors, if any, will be rectified by adjustment or amendment based on information received subsequent to the issuance of the original bill.

User or person desiring or proposing the use of Greens Port Terminal or their designated freight handlers property, facility or equipment may be required to deposit, in advance, an amount sufficient to satisfy anticipated costs or expenses thereof; or in the alternative, may request extension of credit, in accordance with provisions of Subrule 3A.(2) of this item.

In absence of specific arrangements, User thereby warrants to Greens Port Terminal or its designated freight handlers that he is liable and responsible for payment of charges provided in this tariff and will pay the same as herein provided. If such User desires to relieve himself of such obligations, he shall (a) deposit in cash with Greens Port Terminal the amount of charges estimated by Greens Port Terminal to be due, and (b) in writing state the correct name and address of the owner or party warranted to be responsible for the charges.

(2) Extension of Credit: Greens Port Terminal at its option and subject to termination at its election, may at any time or from time to time extend credit to any User or other person conducting business with Greens Port Terminal pursuant to provision of this Tariff or amendments or reissues thereof, by such User or other person establishing and maintaining financial responsibility acceptable to Greens Port Terminal. Further extension of credit may be suspended or terminated by Greens Port Terminal, subject to establishment of added or extended credit acceptable to Greens Port Terminal. Extension and continuation of credit shall be conditioned upon payment of invoiced charges within thirty (30) days from date of invoice. Any invoice remaining unpaid 30 days past invoice date is subject to an interest charge of 18% per annum, simple interest, for each day over 30 days until the invoice is paid and reimbursement to Greens Port Terminal for all reasonable attorney fees.

(3) Invoice Procedures and Liability:

(a) All vessels, their owners and agents and freight handlers or others, termed User in this Tariff, renting or using freight handling machinery or equipment, will be liable for and invoiced in accordance with this Tariff.

(b) All vessels, their owners or agents, will be liable for and billed for Dockage, and/or Wharf Use Charge, and for provision of water and related utilities and services accorded the vessel.

(b.1) Terminal Charges and Wharfage Charges set forth in Section Two are liabilities of the owner and agents of the cargo; however, the collection and payment of same must be guaranteed by the vessel, her owners and agents, and the use of Greens Port Terminal's facilities by the vessel, her owners and agents, shall be deemed an acceptance and acknowledgment of this guarantee.

(b.2) As compensation to said Vessel Agent for such collection and payment of Wharfage charges as specified in Section Two, Greens Port Terminal shall allow a credit of four percent (4%) of the total wharfage charges incurred.

(b.3) The credit of four percent (4%) set out in Subrule 3 A.(3)(b.2), above, will only be allowed in instances where the collection and payment of said wharfage charges is by the appointed Vessel Agent and is paid timely as specified in Subrule 3A.(1 and 2).

(b.4) Wharfage charges on cargo shall be assessed on the basis of manifest weights, unless otherwise provided herein.

B. COLLECTION OF CHARGES

(1) Invoice Procedure and Liability: Liability for payment of loading and unloading charges set forth in Section Two will be the responsibility of the owner and agent of the cargo and the party assigned the responsibility for performing loading and unloading services and shall invoice and collect from such owner and authorized agent. The charges for such service performed as defined herein shall be strictly in accordance with the rates, charges, classifications, rules regulation, and practices set forth in this Tariff and, particularly, in Section Two thereof and further, said party assigned the responsibility for performing loading, unloading and related services shall not in any respect whatsoever deviate from or violate any of the terms or conditions or provisions of this tariff, and no rates or charges assessed or collected by it pursuant to this tariff shall be directly or indirectly refunded or remitted in whole or in part in any matter or by any device.

(2) All charges for services provided in Section Two and in other provisions of this Tariff will be payable in advance unless prior arrangement for the extension of credit to the party responsible for such charges have been made with the party assigned the responsibility of providing loading and unloading service. Where such credit is extended, all bills rendered by the party assigned the responsibility of performing the services are due and payable upon presentation and not more than 30 days following the performance of such service.

(3) An interest charge of 10% per annum will be assessed against unpaid invoices over 30 days until the invoice is paid and may include all reasonable attorneys' fees. Written notice of any invoice in dispute must be furnished to Greens Port Terminal's Billing Department within twenty (20) days from date of invoice or interest charges will apply.

(4) Wharf Demurrage Charges will be assessed to the Licensed Freight Handler, to whom an invoice will be sent.

(5) Wharf demurrage charges will continue to apply until cargo is removed from the premises.

(6) Transshipped Cargo-Wharf Demurrage Charges will be assessed to the Licensed Freight Handler to which cargo is assigned, to whom an invoice will be sent.

(7) In no case will Greens Port Terminal invoice or otherwise assume responsibility for collection of charges assessed by a transportation agency or steamship company.

(8) Except as above provided, the User shall be liable for charges as provided in Section Two of tariff and invoice will be sent to such User

SUBRULE 3-A: PORT SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33CFR 105, Greens Port Terminal will assess against and collect from all Users of port premises, services, or facilities, a Port Security Fee as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this and other governing tariffs:

Vessels (including, without limitation, barges):

- Eight Percent (8.75%) of total dockage assessed per port call

Cargo:

- | | |
|------------------------------|---------------------------------|
| · Break-bulk | \$.19 per ton |
| · Bulk Cargo (dry or liquid) | \$.0425 per ton |
| · Containers | \$ 3.56 per loaded container |
| · Vehicles | \$ 1.02 per unit |
| · Passengers | \$ 1.02 per embarking passenger |

Greens Port Terminal shall have all of the rights and remedies provided in this tariff and other governing tariffs for failure to pay amounts due Greens Port Terminal in the event any User fails to timely pay the Port Security Fee set forth herein and, in addition, Greens Port Terminal may (1) require from said User a deposit estimated to cover such fees in advance of using port premises, services or facilities, and/or (2) deny service to said User until said deposit is made and/or all prior amounts due are paid.

SUBRULE 4: LEGAL RESPONSIBILITIES

A. Responsibility for Loss of and Damage to Cargo and Property:

(1) Greens Port Terminal shall not be responsible for any injury to or loss of any property being loaded or unloaded at the public wharves nor for any delay to same; nor for injury to or loss of property on its wharves or in its facility by fire, leakage, or discharge of water from fire protection sprinkler system; collapse of building, shed platforms, wharves; subsidence of floors or foundations; breakage of pipes; nor for loss or injury caused by rats, mice, moths, weevils or other animals or insects, frost, or the elements; nor shall it be liable for any delay, loss or damage

arising from combinations of strikes, tumult, insurrections, or acts of God; nor from any of the consequences of any of these contingencies.

(2) Persons and vessels responsible for damage to the property of Greens Port Terminal shall be liable for the expense of replacement of the property damaged or destroyed.

(3) All liability for all loss or damage due to rail or truck switching will be specifically for the account of the railroad or truck carriers.

(4) Greens Port Terminal will not be responsible for loss or damage arising from defects in rail cars or their equipment.

(5) Greens Port Terminal is not responsible for damage to cargo where such damage is caused or contributed to by parties who have care, custody and control of the cargo under other provisions of this Tariff.

(6) Users of the Greens Port Terminal facilities agree to indemnify and save harmless Greens Port Terminal from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorneys' fees, incident to or resulting from their operation on the property of Greens Port Terminal.

(7) Under no circumstances shall Greens Port Terminal be responsible for consequential damages.

B. Handling, Loading and Unloading: The parties designated the responsibility for freight handling (loading and unloading) and related services of Greens Port Terminal general cargo facilities are: Richardson Companies or appointed Watco designee. At Greens Port Terminal's option, one of the Licensed Freight Handlers will be designated to handle each shipment of cargo, inbound or outbound.

By prior specific agreement, other freight handlers may be designated, but no other freight handler may perform freight handling services at Greens Port Terminal without the prior specific agreement of Greens Port Terminal and the Terminal Manager.

It shall be the obligation of the Licensed Freight Handlers assigned the responsibility for any services to perform or have performed all loading and unloading services required as set forth in this tariff, and subject to the charges, rates, rules and regulations.

References in this Tariff to freight handlers, Licensed Freight Handlers, or freight handling refer to the loading and unloading of cargo to and from inland conveyances and the movement of cargo on Greens Port Terminal premises. Stevedores loading and unloading a vessel are considered freight handlers within the meaning of this Tariff.

C. Care, Custody and Control of Cargo: The rates published in this tariff do not provide for, and Greens Port Terminal does not accept, care, custody and control of any cargo or other property

while on its premises. Care, custody and control of any cargo or other property while on the premises of Greens Port Terminal is vested in the shipper, the freight handler, Licensed Freight Handler, agent or vessel owner, depending on the circumstances.

D. Fines and Penalties: Should Greens Port Terminal be subjected to a fine or fines, a penalty or penalties by the United State Coast Guard or any other federal authority, or any state or local authority, as a result of the conduct of any vessel, its owners or agents, stevedore, freight handler, Licensed Freight Handler or any other User of its facilities, whether by act or omission, the amount of such fine or fines, penalty or penalties, shall be invoiced to such User who will be required to reimburse Greens Port Terminal such amount within 30 days and may include charges for reasonable attorneys' fees.

SUBRULE 5: RESTRICTIONS ON USE OF FACILITIES

A. Hazardous Materials: Shipments of materials classified as explosive or dangerous in applicable regulations of the Department of Transportation and Interstate Commerce Commission will be permitted only upon full compliance with such regulations by shippers, their agents and the agencies of transportation. Conformance shall be made also to such further rules or regulations as may be issued by other state, federal or municipal authorities.

For the protection and safety of Greens Port Terminal, Users of its facilities, and the general public, rights are reserved to issue such directives or regulations as may be deemed necessary by Greens Port Terminal to insure safe handling, stowing, loading, discharging, or transportation of explosives or dangerous materials within the confines of Greens Port Terminal facilities. Written notification to Terminal Manager is required prior to approval to tender of explosives, dangerous or hazardous materials.

The master, agent, or person in charge of any domestic or foreign vessel which is inbound into Greens Port Terminal, which has on board any hazardous materials so classified in applicable regulations of the Department of Transportation and Interstate Commerce Commission, shall submit a listing of the weight of such commodity, its label and the location at which it is stowed within the vessel to a representative of Greens Port Terminal immediately upon arrival at the wharf.

Greens Port Terminal may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives, dangerous or hazardous materials which are considered by the Terminal Manager as offering undue risk or exposure to such risk. Requirements covering the transportation of Hazardous Materials covered in 49 CFR, Parts 171-180 must be complied with on any cargo entering Greens Port Terminal property. Any cargo arriving at Greens Port Terminal without the required documentation will be denied entry to the facility.

B. Painting or Erecting of Signs: Painting or erecting signs on Greens Port Terminal property or structures is prohibited without prior approval of the Terminal Manager who shall also approve copy, design, material and method of erection.

C. Smoking Prohibited: Smoking in the warehouses, transit sheds, on the wharves, or on vessels is **STRICTLY PROHIBITED**. Fines may be imposed by the Coast Guard and Fire Marshal personnel per their official jurisdiction.

D. Responsibility for Cleaning of Property by User: Licensed Freight Handlers and Users of Greens Port Terminal property will be required to maintain same in an orderly manner as prescribed by the Terminal Manager or his designated assistant.

If Licensed Freight Handlers or Users do not properly clean property used, the Terminal Manager shall order the work performed and Licensed Freight Handlers or Users will be billed at cost plus twenty percent (20%).

NOTE: Does not apply to cleaning of berths, as provided in Subrule 13 except as to excessive or unusual cleaning thereof.

E. Responsibility for Property Damage: Users of the facilities of Greens Port Terminal shall be held responsible for all damage to the property occasioned by them, and any such damage shall be repaired with costs of repairs billed against the User responsible for damage. Repairs may be by contract, in which instance actual cost to Greens Port Terminal will be invoiced; or, if repairs are performed by Greens Port Terminal, cost of labor and materials plus twenty percent (20%) will be invoiced to the responsible party.

F. Responsibility for Fire Equipment: Greens Port Terminal requires the Users of the wharves to be responsible for all of their own fire equipment, such as hose, nozzles, extinguishers, etc.

G. Abandoning, Dumping, Discharging, etc. of Waste Matter: All vessels, their owners and agents, and other Users of Greens Port Terminal facilities shall comply with all federal, state or local regulations with regard to the placing or discharging of waste matter into the Houston Ship Channel.

Vessels discharging into the aforementioned waters will be reported to the United States Attorney for prosecution under appropriate federal laws. Throwing ballast, rubbish, dunnage or any other matter into the aforesaid waters is strictly prohibited. Should any vessel, its owners or agents, stevedore, freight handler, Licensed Freight Handler or other User of the facilities abandon any drums, boxes or other containers of cargo upon Greens Port Terminal's property and not remove same therefrom within 48 hours after notification by the Terminal Manager or designate of the location of such items, same will be removed by Greens Port Terminal, its employees or contractors, and the cost of such removal plus twenty percent (20%) shall be billed to the vessel, its owners or agents, stevedore or freight handler, Licensed Freight Handler or other User of the facilities which shall be deemed by its failure to remove same to have agreed to the payment for same.

H. Removal of Articles Dropped into Channel: The dropping of cargo, scrap or any other articles in the Houston Ship Channel is prohibited by law. Responsible parties shall be liable for

the removal of any articles dropped in channel and Greens Port Terminal reserves the right to remove such articles on a basis of cost plus twenty percent (20%) at the expense of the responsible party.

I. Bunkering: To insure safe and unimpeded vessel movements on the Houston Ship Channel, bunkering operations are restricted at Greens Port Terminal Berths. When such operations are conducted at the aforesaid wharves and berths, the person arranging for bunkering is responsible for and must arrange to have a tugboat standing by to provide for movement of the barge within one hour.

SUBRULE 6: ARRANGEMENTS FOR BERTH

All vessels, or their owners and/or agents, desiring a berth at Greens Port Terminal shall so far in advance of the date of docking as possible, make application for berth, specifying the date of docking, sailing, and the nature and quantity of cargo to be handled; application for berth to be made to the Terminal Manager or designate. To allow the vessel on the berth lineup, berth applications must be submitted 5 days prior to arrival at pilot station. Any vessel that submits a berth application less than 5 days of arrival at pilot station will be subject to placement on the dock lineup as determined by the Terminal Manager in relation to other vessels.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of Greens Port Terminal, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners and agents of the ship causing the damage. Greens Port Terminal shall have the ship arrested until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

To achieve quick turn around of ships and barges and to prevent congestion, maximum utilization of Greens Port Terminal's facility is required.

Any vessel in berth after completion of loading or discharging or any vessel refusing to work all available work shifts if so requested by the Terminal Manager or designate, including overtime at the expense of that vessel, may be required to vacate the berth whenever another vessel is awaiting the berth. Further, when in the judgment of the Terminal Manager there is significant cause or reason to protect the public interest, or in the best interest of Greens Port Terminal, any vessel may be ordered, at its own expense, to move from its berth or move within the berth or dock.

Any vessel failing or refusing to vacate a berth when so ordered shall be subject to additional dockage charges at the rate of \$3500 per hour or any part thereof.

SUBRULE 7: DISPLAY OF LIGHTS

All vessels, including barges, shall display lights from sunset to sunrise while lying at any berth at Greens Port Terminal. Vessels must conform to navigation rules applying when anchored in

the channel, and barges to display white lights visible all around the horizon, located at least eight feet above the water line on their outside or channel corners.

SUBRULE 8: REPORTING OF COLLISIONS

In the event of a collision between two vessels at or near Greens Port Terminal or between a vessel and any Greens Port Terminal wharf, dock, or pier, written reports of such collision shall, within twenty-four hours, be furnished to the Terminal Manager by the pilot and by the master, owner and/or agent of said vessel. In the case of a minor collision or collision where a vessel is under way and proceeding to the open sea, there being no need for repair, said report may be mailed by the master of said vessel from the next port which it passes, and provided further that, in all cases of collision, report of an owner and/or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

SUBRULE 9: FIRE ALARM

In the event of fire occurring on board any vessel berthed at Greens Port Terminal, such vessel shall sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the dock to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but may be used in addition to, other means of reporting a fire. The words, "prolonged blasts" used in this rule shall mean a blast of from four to six seconds.

SUBRULE 10: CARGO STATEMENTS REQUIRED

A. All Licensed Freight Handlers using Greens Port Terminal shall present copies of manifests, including all changes and supplements thereto, of cargo loaded or unloaded on forms and in the manner prescribed by the Terminal Manager.

Copies of manifests on inward cargo shall be presented prior to arrival or upon arrival of vessel at wharf. Copies of manifests on outward cargo shall be presented not later than 10 working days after sailing.

Failure to file copies of manifests and statements of cargo within the time specified will disqualify the appointed Vessel Agent from recovering the 4% discount on terminal and wharfage charges specified in Subrule 3 A.(3)(b.2).

Vessel agent who submit copies of manifests and statements of cargo later than ten (10) calendar days may lose all credit privileges extended under Subrule 3(A)(2) if so ordered by the Terminal Manager at his sole discretion.

B. Vessels, their owners, agents and masters, and all other Users of the facilities, shall be required to permit access by Greens Port Terminal to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to permit correct estimate of charges.

SUBRULE 11: DOCKAGE RATES ON VESSELS

A. Dockage shall be charged on the overall length of the vessel as shown in the current issue of Lloyd's Register of Shipping. If length is not shown in Lloyd's Register, the Ship's Certificate of Register showing length will be accepted. However, Greens Port Terminal reserves, without question, the right to measure any vessel when deemed by it to be necessary and to use such measurements as the basis of the charge. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the after most part of the stern of the vessel, measured as parallel to the base line of the vessel.

B. Dockage on all vessels, except as provided elsewhere in this Tariff, will be determined by multiplying the Length Overall (LOA) in feet, by the rate in cents per foot, to establish the dockage charge per 24 hour day.

| LOA | RATE |
|------------|---------|
| 0 - 199 | \$2.60 |
| 200 - 399 | \$3.42 |
| 400 - 499 | \$4.65 |
| 500 - 599 | \$6.25 |
| 600 - 699 | \$7.26 |
| 700 - 799 | \$9.23 |
| 800 - 899 | \$11.10 |
| 900 - Over | \$13.29 |

C. After the first period of twenty-four hours, any period of berth occupancy of twelve hours or less will be billed at one-half of that day's rate.

D. Dockage assessment for the third twenty-four hour period will be discounted at ten percent, fourth twenty-four hour period will be discounted at twenty-five percent, fifth twenty-four hour period will be discounted at forty percent, sixth and succeeding twenty-four hour periods of uninterrupted berth occupancy will be discounted at fifty percent of applicable rates set out above. All discounts are subject to terminal established daily (24hr period) discharge rates.

E. Vessels will be allowed to dock without charge from 1800 hours to 0600 hours. However, if vessel cargo operations begin before 0600 hours, then normal dockage charges will apply starting at the docking time. If no vessel cargo operations begin before 0600 hours, then dockage charges will begin at 0600 hours.

F. Long term dockage rates may be fixed by agreement and approval of the Terminal Manager in each case where the User requests a long term rate.

G. Bulk cargo vessels shall be charged on the gross registered tonnage as shown in the Lloyd's Register at the rate of \$0.48 (fourty-eight cents) per gross registered ton per twenty-four (24) hour day. Additional days will conform to Subrule 11 (C and D) above.

H. Dockage Charges - Barges: Barges will be subject to dockage charges as established by Terminal Manager upon request.

I. Layberth Charges: In the case a vessel requests to stay at the berth after completion of cargo, dockage will be assessed at a rate of full day's dockage starting two hours after the completion of cargo operations for any portion less than 24 hours. Layberth charges will be assessed at full day's rate for every full or partial day at the berth. No discounts will be applied for layberth periods.

SUBRULE 12: CHARGE FOR WATER

Water will be supplied to vessels through hoses and connectors provided by the vessel for the following charges:

- A. One time service charge for providing water between 8:00 a.m. and 5:00 p.m. at a flat fee of \$523.00

SUBRULE 13: SHED AND/OR WHARF USE HIRE

Vessels will be assessed a shed and/or wharf use hire charge for loading or discharging cargo and utilizing wharf or sheds for the assembly or distribution of 100 tons or more of cargo.

*Barges utilizing berths will not be assessed a shed and/or wharf use hire charge.

- A. The one time use charge is equivalent to the first day's dockage per Subrule 11 of this Tariff per vessel call.

SUBRULE 14: CHARGE FOR CLEANING OF BERTH

A. Charge

While discharging

- (i) All vessels, their owners, agents, stevedores and all other users of the facilities, shall be held responsible for cleaning of the property which they have been allowed to use, assigned, or leased to them, including adjacent aprons, gutters, roadways, storage areas, etc., upon completion of operations. Such users are required to keep an adequate amount of dumpsters for removal of dunnage and debris, Terminal reserves the right to authorize Licensed Fright Handler the ability to order additional dumpsters at cost of \$500.00 each payable by agent, as may be required to assure the facilities are kept clean.

After completion of discharge

- (ii) Any dunnage or debris that is not removed within (1) one day after discharge as determined by the Terminal Manager and upon notification of failure to clean the facilities area he shall then order the work performed. The terminal reserves the right to authorize Licensed Fright Handler the ability to order dumpsters as determined necessary to ensure berth area is kept clean at the agent's expense. The rate for loading terminal provided containers shall be cost plus twenty percent (20%) with minimum charge of \$500.00.

B. Excessive or Unusual Cleaning When cleaning required to restore vessel assignment to normal condition exceeds that cleaning which would usually attend to the cargo loaded or discharged, an excessive cleaning charge will be assessed as set out in Subrule 5 D.

C. Dock Lights: Use of dock lights will be charged at the rate of \$150.00 per night per set of lights used.

SUBRULE 15: RECEIPTS FOR CARGO

A. Receipts for Cargo: Vessels shall receipt daily for cargo placed in ship's berth by Greens Port Terminal's designated freight handlers in their capacity as unloader of railroad cars, motor vehicles, or other conveyances delivering cargo to Greens Port Terminal. Such cargo shall be considered in the vessel companies' care, custody and control, and vessel companies shall be responsible for such cargo from time of placement in the Terminal by the designated freight handlers.

EXCEPTION: Upon prior arrangement and approval of the Terminal Manager, cargoes moving on charter assignment and single consignments of bagged rice, bagged grain and grain products and certain relief and United States Department of Agriculture shipments, from one shipper to one destination, may be unloaded prior to firm booking on a specific vessel. When so permitted, the cargo will remain in the care, custody and control of the shipper until booked on a named vessel at which time the vessel company shall receipt for the shipment and assume responsibility for same.

Cargo placed in the Terminal between 8:00 a.m. and 5:00 p.m. shall be receipted for promptly on the day it is unloaded, and prior to 6:00 p.m. Cargo placed in the Terminal after 5:00 p.m. and prior to 8:00 a.m. shall be receipted for not later than the following 9:00 a.m.

B. Receipt and Delivery of Trucks: Trucks delivering freight to Greens Port Terminal must have instructions as to which vessel and Licensed Freight Handler is involved before entering the transit facility. Trucks carrying freight from shipside facilities must leave a copy of vessel company or cargo handlers' receipt, properly signed, setting forth the commodity, number of packages and weight of the load at the gate of exit from Greens Port Terminal.

C. Receipt and Delivery of Railroad Cars: For general instruction and rules refer to the Greens Port Industrial Park Rail Tariff 100-A or contact Terminal Manager.

SUBRULE 16: SEGREGATION OF CARGO

A. Cargo Discharged from Vessels:

(1) Vessels discharging cargo at Greens Port Terminal must tender such cargo in separate lots as identified by applicable ocean bills of lading and marks.

(2) The party assigned responsibility for Loading and Unloading shall have the right of refusal to handle cargo not properly segregated by vessel, but may, upon its election and at specific request of vessel, its authorized agent or owner, perform segregation. Contact the appropriate Licensed Freight Handler for rates and additional instructions.

(3) Further segregation performed to comply with loading and/or delivery instructions will be performed at expense of party requiring same.

(4) Split deliveries of partial lot cargoes will be performed by the party assigned responsibility for Loading and Unloading. Such charge will be borne by party requesting the service.

B. Cargo Received for Vessels:

(1) Contact the appropriate Licensed Freight Handler for rates and additional instructions.

SUBRULE 17: SPECIAL SERVICE

A. Any labor or material required for special services not covered in this tariff shall be provided at actual cost plus twenty percent (20%), or flat rate prices will be quoted by the party providing services.

SUBRULE 18: TERMINAL CHARGE FOR VEHICLES

A. A charge of \$3.75 each applies to automobiles, trucks and utility vehicles, in addition to wharfage and such other charges as may accrue under the terms of this tariff. This charge will be assessed by the Licensed Freight Handler and paid to the Terminal.

B. This charge will not be applied to a shipment of one individually and privately owned vehicle only.

C. The minimum charge for more than one vehicle will be \$15 per shipment.

SUBRULE 19: FREE TIME AND WHARF DEMURRAGE CHARGES

A. Computation:

(1) Saturdays, Sundays and holidays will not be excluded in computation of free time and wharf demurrage charges.

(2) Any fractional part of twenty-four (24) hours will be counted as one day.

(3) Any fractional part of one ton (2,000 lbs.) will be computed as one ton.

(4) On Inbound cargo, free time commences the following day after vessel completes discharge. Wharf demurrage charges start after expiration of free time period, and terminating the day next preceding removal of cargo from wharves or premises.

(5) On Outbound cargo, free time commences after cargo is unloaded and placed on wharves or premises. Wharf demurrage charges start after expiration of free time period, terminating the day next preceding commencement of loading of vessel to which cargo is assigned and subsequently loaded. Cargo remaining on wharves or premises after sailing of vessel to which assigned will be subject to computation of free time and wharf demurrage charges from initial placement on such wharves or premises, and wharf demurrage charges together with all other related charges accrued against such remaining cargo may be charged to the cargo until the day next preceding its removal from wharves or premises.

B. Transshipped Cargo: When cargo landed from vessel is reloaded on a vessel without being removed from the wharf area the free time commences on the day the vessel completes discharge. Wharf demurrage charges apply after expiration of free time period, terminating day next preceding commencement of loading to vessel to which cargo is assigned and subsequently loaded.

C. Assessment of Charges:

(1) Wharf demurrage charges will be calculated for the period property remains at the Greens Port Terminal wharf area.

(2) On cargo remaining in the terminal in excess of free days, charges will be invoiced by individual bill of lading lots and will be billed at end of calendar month, or more frequently, if deemed desirable. A final invoice will be issued to the Licensed Freight Handler by the Terminal on removal of property.

(3) Minimum charge shall be \$15.

D. Free Time:

(1) Inbound Cargo: 3 days after cargo is discharged from vessel.

(2) Cargo unstuffed from containers which is not transported via vessel - and break bulk cargo not assigned to a vessel - 7 days free time.

(3) Outbound Cargo: 3 days after cargo is unloaded at the terminal. Cargo stuffed into containers which are not transported via vessel from the terminal - a break bulk cargo not assigned to a vessel - 2 days free time.

(4) Transshipped Cargo: 15 days commencing the day the vessel completes discharge.

(5) **Additional Time:** The Terminal Manager may extend additional free time on an exception basis at Terminal Manager's discretion.

E. **Charges:** Cargo remaining on dock premises as defined in Exhibit A after expiration of free time period will be assessed wharf demurrage at graduated per day rates of (cents per ton):

(1) Twenty nine cents (29 cts) for initial demurrage day and for each succeeding day within a seven-day period.

(2) Thirty eight cents (38 cts) for 8th demurrage day and for each day through 20th demurrage day.

(3) Sixty-two cents (62 cts) for 21st demurrage day and for each day thereafter until cargo is removed.

F. **Exceptions:**

(1) **Option of Movement to Storage:** Upon expiration of free time, Greens Port Terminal, at its option, may move, or cause to be moved, cargo from its facilities to licensed public storage or to Licensed Freight Handlers' areas. Transfer charges to storage will be assessed at the applicable rate.

(2) **Rules and Charges During Water Front Strike or Work Stoppage of Water Front Labor:** When, due to a general water front strike or work stoppage of water front labor engaged in handling cargo, cargo is not removed from wharves or transit shed within the free time period, the cargo will be allowed additional free time equal to but not in excess of the duration of such interference. Cargo which has exceeded the free time period and is accruing demurrage at the time such interference begins will be assessed demurrage charges at the rate shown in Subrule 18 E. and F.(1) during such interference.

SUBRULE 20: LOADING, UNLOADING AND HANDLING OF CARGO:

A. **Service Included in Loading-Unloading Rates:**

(1) Rates named herein cover only the labor and clerical expense incident to unloading or loading freight and receiving from or delivering same to vessel agents, sealing cars, stacking freight unloaded, except as otherwise provided, reporting seals and condition of freight to party for whose account handled and bracing or stacking freight loaded. Contact the appropriate Licensed Freight Handler for rates and additional instructions.

(2) **Charge for Special Service:** Cargo will be accepted at the rates named in this tariff for loading and unloading. All cargo will be handled in the order of its receipt, so far as conditions or circumstances will permit. Contact the appropriate Licensed Freight Handler for rates and additional instructions.

B. Application of Wharfage and Loading-Unloading Rates:

- (1) Classification by Analogy Not Permitted: Rates hereinafter named apply on the specific commodities and in the specific packaging shown and cannot be applied to analogous articles or packaging.
- (2) Application of Carload Rates: Carload rates named herein apply to actual weight of consignments in railroad cars classed and defined as carload in applicable tariffs of the transporting railroad company. (Consignments in railroad cars transported at per car charge or in switching service will be rated at carload basis.)
- (3) Wharfage Charge Application - Barges: Cargo loaded in barges will be subject to wharfage charges as established by the Terminal Manager upon request.
- (4) Loading of Cargo Designated by U.S. Customs as General Order: Cargo will be charged for as "All Commodities Not Otherwise Specified" and will be at rate set forth elsewhere in this tariff.
- (5) Wharfage Earned: Cargo shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected whether or not eventually loaded on a vessel.
- (6) Wharfage Charge Applicable to Transshipped Cargo: Cargo discharged from vessels to a wharf area for transshipment by vessel, if reloaded within fifteen days, and has not changed ownership and if it has not been removed from the wharf, will be billed wharfage following reloading for outward shipment.

The day on which cargo is placed on the wharf shall be counted as the first day.

The day on which cargo is lifted shall not be counted.

- (7) Wharfage Charge Applicable to Cargo Handled on Offshore Side of Vessel Moored at Greens Port Terminal: Cargo transferred directly to or from offshore side of vessel while such vessel is moored at Greens Port Terminal will be assessed wharfage at the charge applicable had such cargo been placed upon and passed between wharf and vessel.

Cargo transferred between Greens Port Terminal and the offshore side of a vessel moored to same or other wharf, will be assessed wharfage at charge applicable had such cargo passed between wharf and vessel.

Cargo transferred between Greens Port Terminal (or vessel moored thereto) and the offshore side of vessel moored to wharf of another for-hire terminal, will be assessed wharfage at 50% of the charge applicable had such cargo passed between Greens Port Terminal and vessel.

- (8) Explanation of Terms:

(a) Combination Articles: When not specifically named in Subrule 21, articles which have been combined or attached to each other will be charged at rating for the articles bearing the highest rate in the combination.

(b) Parts or Pieces Constituting Complete Article: Parts or pieces constituting a complete article, received as one shipment, will be charged at rate for complete article.

(c) Knocked-down Articles: Rates on articles knocked down (K.D.) apply only when article is taken apart in such manner as to materially reduce space utilized. Merely separating article into parts without reducing bulk does not constitute knocking down or entitle article to K.D. rate.

(d) Furniture, All Kinds, Including Household Furniture, Furnishings and Appliances: The foregoing description applies to all types of furniture, household furnishings and appliances, including Stoves, Refrigerators, Cooling Boxes or Store Display Refrigerator Boxes, with or without freezing units, Pianos, Radios, Phonographs, Television Sets, and combinations thereof. Does not apply to clothing or related items of personal effects.

(e) Drums or Barrels, Definition of: Drums or barrels are defined as straight-sided cylindrical containers of not less than 5 gallons capacity, with ends (heads) of equal diameter and with or without bail or handle.

(f) Rates, charges and regulations relating to wharfage charges contained in Subrule 21 hereof are maximum allowable rates which may be assessed. Wharfage charges are stated in cents per 2,000 lbs.

Freight handlers, as identified in Subrule 4 B of this tariff, are authorized to perform loading and unloading services at rates established by the Licensed Freight Handler unless such rates are designated in this tariff.

ALL WHARFAGE CHARGES ARE IN CENTS PER SHORT TON OF 2,000 POUNDS AND APPLY TO ALL SHIPMENTS AT ACTUAL WEIGHT, EXCEPT AS OTHERWISE NOTED.

SUBRULE 21: WHARFAGE CHARGES:

WHARFAGE

(1) All commodities N.O.S.: 335 cts

(a) When unitized in units not exceeding 25 feet in length (will not apply where other specific unitized provisions are applicable) in a manner to permit handling by lift truck equipment:

335 cts

(b) All commodities not otherwise specified, in drums, when handled with drum handling attachment lift truck equipment, based on drum handling attachment capacity of two drums:

335 cts

(c) All commodities not otherwise specified, in woven polypropylene or other suitable shipping bags fitted with loops on top of bag in a manner to permit handling by lift truck equipment:

335 cts

(d) All commodities, not otherwise specified, in bulk through pipeline, including to or from vessel moored on offshore side will be charged 133 cts wharfage only. (See exception)

Exception: Bunker fuel and lubricating oils for vessels, in bulk 31 cts (PER METRIC TON).

(e) Pressure vessels loaded or unloaded at the Roll On/Roll Off (RO/RO) ramp will be charged wharfage as determined by Terminal Manager.

(f) Note 2: When there is not a specific commodity wharfage charge provided in this tariff, use "All Commodities N.O.S."

(2) Aircraft and Aircraft Parts: 648 cts

(3) Aluminum In bars, ingots, T's 264 cts

(4) Brass or Bronze Viz.: Anodes, Bars, Blisters, Bullion, Cakes, Cathodes, Ingots, Pigs, Precipitates, Residue, Slabs, Smelter, and Sulfate: 335 cts

(5) Buildings, prefabricated, knocked down or otherwise, and sections or parts thereof: 335 cts

(6) Carbon Black, in packages: 335 cts

(7) Cement, Viz.: Hydraulic, Masonry, Mortar, Natural or Portland, and Cement Plaster, in packages: 180 cts

(8) Chemicals, not otherwise specified:
In packages: 335 cts

(9) Cocoa Beans: in bags 291 cts

(10) Coffee, Green: in bags 291 cts

(11) Container of maximum dimensions 40 feet in length, 8 feet 6 inches in width and 8 feet 6 inches in height, gross weight 6001 pounds, but not exceeding 70,000 pounds (See Note 1) (See Exceptions): 335 cts

Containers loaded direct to or from ship with ship's tackle or with crane equipment:
335 cts

Exception 1 - Container must be constructed in a manner that will permit handling from either side by forklift and/or crane equipment.

Exception 2 - Not applicable on shipments of household goods moving in packing vans or packing cases.

Exception 3 - Loaded containers will be charged wharfage at the rates specified based on the weight of the products only, providing gross and tare weights are shown on the documents requesting the handling.

Exception 4 - Empty containers will be charged wharfage at the rates specified, based on the actual weight of such container.

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| (12) Coppers, Viz.: Anodes, Bars, Blisters, Bullion, Cakes, Cathodes, Ingots, Pigs, Precipitates, Residue, Slabs, Smelter and Sulfate: | 335 cts |
| (13) Furniture, all kinds, including household furniture, furnishings and appliances, new or used (See Subrule 19B.(8)(d)) not subject to unitized provisions of Subrule 20(1)(a). | 335 cts |
| (14) Fruits, Citrus: When unitized in units weighing not less than 1,600 lbs. per unit including permit handling by lift truck: | 266 cts |
| (15) Fruits, Fresh, Not Otherwise Specified: | 266 cts |
| (16) Glass: Unitized in units not exceeding 10 feet in length, equipped with skid blocks under each unit to permit handling by lift truck: | 335 cts |
| (17) Household Goods, excluding furniture, furnishings and appliances not subject to the unitized rates of Subrule 20(1)(a): | 335 cts |
| (18) Iron or Steel Articles: | |
| Chain Iron in Coils, Ingots, Slabs, Pig Iron, Railway Equipment, Wire in Coils: | 221 cts |
| Steel: Pipe, Beams, Structural and Plate: Bundled or Loose: | 221 cts |
| | NOTE: SLABS 157 cts |
| Steel Sheets, in Coils, Banded or Secured, Non-Skidded: | 221 cts |
| Steel Sheets: | 221 cts |
| (19) Nuts, Bolts, Washers, Screws, Staples and/or Nails in boxes or kegs: | 327 cts |
| (20) Paper, Kraft, and/or Wrapping, Pulpboard or fiberboard, in rolls: | 267 cts |
| (21) Paper, Printing or Newsprint in rolls: | 267 cts |

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| (22) Petroleum and Petroleum Products: Additives for Lubricating and Fuel Oils, Oil, Crude, Lubricating Oils, Fuel and Gas, in truck deliveries: | 335 cts |
| (23) Pipe and Couplings, Cement: | 335 cts |
| (24) Pipe and Tubes, Fiberglass: | 335 cts |
| (25) Rails, Railway Track, Iron and Steel, and Fittings, unloaded from open top railway cars or trucks and when rails are loaded on car or truck with 3 or more slats of 1 inch or more in thickness in between layers of rails: | 335 cts |
| (26) Refrigerated Commodities, all kinds: | 327cts |
| (27) Rice and Rice Products: | 335 cts |
| (28) Tires and Tubes, loose or in packages, except bicycle tires and tubes, compressed: | 335 cts |
| (29) Vehicles, Self Propelled Machinery, Automobiles, Trucks, Trailers, Utility Vehicles, Military Ordinance Vehicles: | |
| Driven On/Off | 653 cts |
| Lift On/Off | 653 cts |
| Knock Down or Vehicle Parts | 473 cts |
| Agricultural Machinery, Used Road Making Equipment being returned to the United States: | |
| Driven On/Off | 335 cts |
| Lift On/Off | 335 cts |
| Knock Down or Vehicle Parts | 335 cts |

Note: Outfits consisting of vehicles modified or equipped with attachments, apparatus or implements will be rated as above.

A service charge applies to vehicles imported or to be exported, when necessary to drain or add fuel or water or disconnect or connect battery cables. Contact the appropriate Licensed Freight Handler for rates and instructions.

(30) Wind power generating equipment including but not limited to Turbines, Towers, Hubs, Blades, Nacelles and other components. Wind power equipment is designated as a weight or measure commodity, whichever creates the greatest wharfage.

| | |
|---------------------------|---------|
| Weight (Per short ton) | 303 cts |
| Measure (Per cubic meter) | 166 cts |

ADDENDUM

| COMMODITY | RATE | U/M |
|------------------|------|-----|
| SHIP DOCK: | | |
| Iron Ore | 1.63 | NT |
| Barite | 1.63 | NT |
| Talc | 1.63 | NT |
| Rock | 1.63 | NT |
| Dolomite | 1.63 | NT |
| Marble (Crushed) | 1.63 | NT |
| Limestone | 1.63 | NT |
| Flourspar | 1.63 | NT |
| BARGE DOCK: * | | |
| Steel | 1.62 | NT |

* other commodities quoted on a per vessel basis upon request.

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