



TERMINAL RULES AND REGULATIONS

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INDEX

		Page No.
1.	GENERAL RULES AND REGULATIONS	2
2.	OCEAN VESSEL REQUIREMENTS ASSOCIATED WITH CARGO HANDLING OPERATIONS	9
3.	RIVER BARGE SCHEDULING AND ASSOCIATED CARGO HANDLING OPERATIONS	14
4.	SHORESIDE OPERATIONS AND GENERAL TERMS	18
5.	INSURANCE	19
6.	FORCE MAJEURE	21
7.	DEFINITIONS	21

EXHIBIT A	VESSEL NOMINATION FORM	23
EXHIBIT B	BERTH APPLICATION	24
EXHIBIT C	VESSEL FEE SCHEDULE	25
EXHIBIT D	TRUCK LOADING AND UNLOADING REGULATIONS	27

1. GENERAL RULES AND REGULATIONS

1.1 INTRODUCTION

These Terminal Rules and Regulations (the “**Rules**”) are published by NOLA Terminal LLC (“**NOLA**”) and contain rules, regulations, rates and other charges applicable to the use of NOLA’s terminal located along the right descending bank at approximately LMR Mile 59 as well as the terminal’s mooring dolphins and related tie-off capabilities, anchorages, berths, and all other associated facilities (collectively, the “**Terminal**”).

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

1.2 APPLICATION OF THE RULES; AMENDMENTS TO THE RULES

The rates, rules and regulations contained in these Rules shall apply equally to all Terminal users (“**Users**”) and shall apply to all services provided on or after the effective date shown on these Rules or any amendments thereto.

NOLA may amend these Rules from time to time. These Rules are subject to change without notice at NOLA’s discretion.

1.3 CONSENT TO TERMS OF THE RULES

The use of any portion of the Terminal shall constitute the Users’ consent to the terms and conditions herein, and evidence an agreement on the part of all vessels, their owners and agents, owners of cargo and all interested parties in cargo being handled at the Terminal and all other Terminal Users to pay all charges specified in these Rules and be governed by all rules and regulations herein contained.

Notwithstanding anything to the contrary herein, no User may utilize any part or aspect of the Terminal without NOLA's prior written approval (e-mail permitted).

1.4 INTERPRETATION

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

1.5 LOCAL AUTHORITY

The Terminal is within the jurisdiction of the Plaquemines Parish Port Harbor and Terminal District ("**Plaquemines Port District**"), including all rules, regulations and requirements of the Plaquemines Port District. NOLA's rates and charges set forth in these Rules are net of, and are therefore in addition to, all other rates, charges, fees and impositions that may be imposed by the Plaquemines Port District or other governmental and non-governmental agencies.

1.6 ACCESS TO THE TERMINAL

Subject to the terms and conditions herein, NOLA hereby grants User and such of its agents, representatives, visitors, contractors of any tier, and invitees (collectively, "**Agents**") a revocable license to access the Terminal. User shall be absolutely responsible and liable for its Agents and their actions or inactions, as well as their compliance and/or non-compliance with these Rules. NOLA reserves the right to deny entry to the Terminal to any individual for any lawful reason, including but not limited to violations of Terminal security and violations of these Rules. User and its Agents' access shall be conditioned on the following requirements:

1.6.1 Compliance with Rules, Laws and Regulations. User, its Agents and each of its and their respective employees, agents and contractors of any tier shall access the Terminal in a manner as to cause minimum interference with operations conducted by NOLA and all Terminal tenants. User agrees to and to cause its Agents to (i) comply with all rules posted by NOLA at the Terminal, (ii) comply with all federal, state and local laws, statutes, ordinances, rules, and regulations that may be applicable to User's and its Agents' activities at the Terminal, and (iii) obtain all permits and licenses required by law.

1.6.2 Safety of Vehicles and Equipment. User agrees that all vehicles and equipment owned, leased or otherwise under the control of User and its Agents will be properly maintained, and in a safe condition. User shall remove any equipment that in NOLA's discretion poses a safety hazard at the Terminal. In the event User fails to remove such unsafe equipment, NOLA may, in its discretion, remove such equipment with User paying or reimbursing NOLA for the cost of such removal.

1.6.3 Controlled Substance Abuse. User shall have adopted policies and procedures to ensure a drug and alcohol free workplace at the Terminal, and shall enforce its policy with appropriate drug and alcohol testing programs. All testing programs shall specify substances, testing frequency and threshold levels, which, at a minimum comply with the Department of Transportation drug testing regulations. NOLA's goal is to provide a safe workplace for all those working at the Terminal. No person by whoever employed may be admitted to or otherwise work at the Terminal while under the influence of alcohol or illegal drugs. The preceding sentence also includes CBD, "gummies," and prescription medication ordered by a physician if by ingesting any of these items, a worker's senses and ability to work safely are in any way limited, negatively impacted or impaired.

1.6.4 Incident Reporting. User must report all incidents (including accidents and near misses) that occur at the Terminal in writing to NOLA within 24 hours following such incident. The report should describe the incident and include any investigative materials or documents that User completes, and any related documentation and reports submitted to any entity, including but not limited to, any governmental agency, User's insurer, or others.

1.6.5 Visitors and Delivery of Provisions. Absent NOLA's prior consent, no Visitor or Visitors, which includes but is not limited to, any User, Agent, crew members, Shipper, river transportation operator, vendor, launch service operator, master, owner, charterer, operator or agent, shall be allowed access to any part of the Terminal, including its docks, mooring dolphins or buoys while any Vessel is moored or berthed at any part of the Terminal. NOLA may deny access to any User, Agent, Visitor or Visitors whom NOLA, in its sole discretion, deems whose presence may result in injury, damage or loss to persons or property at NOLA. Every person entering the Terminal must check in with Terminal management before proceeding to any Vessel or Terminal operation and shall furnish NOLA with government-issued identification acceptable to NOLA. Any person or vehicle that enters the Terminal shall be subject to search. Such Visitors, subject to NOLA's prior approval, may arrange for outside transportation for pickup and delivery at the Terminal. All Visitors must wear proper protective equipment, including but not limited to: hard hats, safety shoes and protective glasses. Nothing herein shall be construed to restrict a User's desire to wear additional protective equipment (*e.g.*, reflective vest, respiratory protection, earplugs, etc.) other than the non-exclusive list in the prior sentence. Life jackets shall be worn when on, over or near the Mississippi River or bodies of water. To the extent Visitor(s) are allowed on NOLA's dock area, they must have and present to NOLA a valid Transportation Workers Identification Card. Delivery of provisions or stores to any Vessels berthed at the Terminal shall require NOLA's prior approval subject to NOLA's determination whether such activities will interfere with Cargo operations or Vessel arrivals, departures or shifting. The Vessel Agent shall stay in communication with NOLA regarding scheduling and logistics, including that the Vessel Agent or its representative must be present anytime that provisions are to be brought on to a Vessel. Any Visitor shall execute such releases and indemnity agreements as required by NOLA as a condition to being allowed access to the Terminal.

1.7 INSPECTION AND USER'S WARRANTY

User's representatives may request the opportunity to inspect the Terminal and its facilities prior to User's usage pursuant to the terms herein. Under no circumstances shall a User or its representative inspect the Terminal without being accompanied by NOLA's authorized representative. All User inspections are subject to the terms and conditions herein. NOLA shall not be liable for the failure or inability of any User or Agent to utilize any part of the Terminal. Nothing herein contained shall be construed as warranty that the Terminal is in a good or specific condition, or is fit or suitable for any proposed uses. Each User or Agent intending to use the Terminal has the affirmative duty to conduct its own due diligence, including on the appurtenances and access thereto, prior to its use.

1.7.1 Safety Regulations. Each User of the Terminal hereby agrees to comply with all applicable local, state and federal safety rules, standards and regulations, including but not limited to, the Federal Occupational Safety and Health Administration (OSHA), the U.S. Coast Guard, and recommended safety standards inherent in the marine terminal industry, as well as safety regulations applicable to waterfront facilities and these Rules.

1.7.2 Use, Nuisances. Each User agrees not to condone use of or knowingly permit any of its employees, agents, Visitors or contractors to use in any manner whatsoever the Terminal or any part or portion thereof for any purpose which could reasonably be expected to result in personal injury, illness, death or damage to property. No User shall use the Terminal for any purpose or use in violation of any local, state or federal laws, or for any unlawful purpose whatsoever, nor cause, suffer or permit nuisances upon the Terminal.

1.7.3 Cost of Clean-Up. Any NOLA Terminal facility user who fails to leave their area in the Terminal in good order and repair will pay to NOLA Terminal an assessed cost to include cost for repairs and/or cleanup plus 20%.

1.7.3.1 Clean-Up of Product Spillage on Public Roadways. Any User or Agent who is responsible, whether directly or indirectly, for the spillage, release or discharge of product, aggregate, sand or any material onto the public roadways shall be responsible for clean-up and all costs associated therewith, regardless of fault. In the event that NOLA must undertake such clean-up in lieu of User or Agent's failure to comply with the preceding sentence, NOLA may do so and bill the appropriate User or Agent at a rate of cost plus 30%.

1.7.4 Housekeeping, Maintenance and Repairs. No User or its Agent using the Terminal shall permit any undue accumulation of dunnage, trash, rubbish or other refuse; shall keep all such refuse in proper containers and periodically shall cause such refuse to be removed from the Terminal, and upon completion of such use, shall return the property to NOLA in good order, reasonable wear and tear excepted. Regardless of fault, each User or its Agent shall notify the Terminal's General Manager of any personal injuries, of any damage to the property, or of any material or substantive damage to any equipment at the Terminal (regardless of the equipment's owner). To the extent the damage is to Terminal property, NOLA shall make, or cause to be made, necessary repairs, the cost of which shall be invoiced and paid by the responsible party.

1.8 HOURS OF OPERATION

The Terminal operates twenty-four (24) hours a day, every day throughout the year except for Holidays, unless worked. "Holidays" are defined as: New Year's Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

When any of the above Holidays fall on Sunday, the following Monday shall be observed as the Holiday. When one of the above Holidays falls on Saturday, the preceding Friday will be observed as the Holiday.

In the event that User or Agent requests labor from NOLA on a Holiday, the pay rate shall be on an "incentive pay" basis as agreed between the parties prior to commencement of the work.

1.9 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

All Terminal Users, including Agents, and such User vessels' owners, operators, charterers, contractors of any tier, managers and agents, and other users of the Terminal, and their agents (all the foregoing collectively "Indemnitors"), specifically and without limitation, hereby agree to defend, indemnify, release and hold harmless NOLA, its affiliated and related companies, and the respective directors, officers, employees, contractors, subcontractors, agents, assets and insurers of all of the foregoing, and all persons, firms or other entities which may manage, own or control the operations of the Terminal and wharf, and

the respective directors, officers, employees, contractors, subcontractors, agents and insurers of all of the foregoing (individually and collectively "**NOLA Indemnitees**"), from and against any and all claims, actions, damages, losses, liabilities and expenses, including court costs and attorney's fees (collectively "**Claims**"), in any way related to the User vessel's presence on the Mississippi River or at its anchorages and berths and/or in any way related to Indemnitors' operations at or use of the Terminal, NOLA Indemnitee or vessel gangways or other NOLA Indemnitee or vessel facilities, equipment and property, and/or third party equipment and property, including, but not limited to, claims for loss of life, bodily injury, damage to or loss of property, pollution, demurrage, lost despatch, economic loss and government fines and penalties, regardless of any sole or partial negligence, fault or strict liability by NOLA Indemnitee, causing or contributing to the losses, damages or Claims. No other provision of these Rules or any contract executed by NOLA Indemnitee with the Users will be deemed to limit the scope or application of this Section 1.9, unless agreed in writing by NOLA, with specific reference to this Section 1.9.

1.9.1 Environmental Indemnity. The indemnity provided in the preceding paragraph shall include and extend to any and all Claims arising out of or or asserted in connection with any environmental damage, clean-up, removal, response, assessment, or remediation required by or resulting from, any environmental condition or violation of any federal or state Environmental Law (as defined below) occurring in connection with any User or Agent's use of the Terminal or the performance of any service, work or operations of any kind at the Terminal. As used herein, "Environmental Law" means any statute administered by, or rule or regulation promulgated by, the U.S. Environmental Protection Agency or the Louisiana Department of Environmental Management, or any successor thereof; "Environment" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, indoor air and indoor air quality, interior and/or exterior of any building or improvement and any environmental medium; and "Environmental Condition" shall mean any condition of the Environment that results from any User or Agent's use, occupation, and/or operation at the Terminal.

1.10 NON-LIABILITY OF NOLA INDEMNITEES

The NOLA Indemnitees shall not be liable for any loss of or damage to cargo or to the River Barges, Ocean Vessels, line-haul towing vessels, tugs, ships, vessels or other vessel or watercraft berthed, in the process of being berthed or otherwise working at or adjacent to the Terminal or to any watercraft or transfer rig, whether caused by frost, heat, flood, rain, the elements and/or any other weather-related conditions (including, but not limited to, tropical storms and hurricanes), evaporation, natural shrinkage, wastage or decay, insects, birds, rodents, and/or other animals, logs and/or other river debris, acts of God, strikes, shortage of labor, work stoppages, riots, civil commotion, insurrection, war, acts or failures to act of any governmental entity, acts of terrorism, any consequence arising therefrom, concealed damage, leakage, variation in weights or losses in weight whether occurring while cargo is in storage or is being handled, or for failure to detect or remedy same, and/or any causes beyond NOLA's control.

1.11 DELAY DAMAGES

NOLA will use commercially reasonable effort under the prevailing circumstances to receive, load, unload, handle or deliver cargo, but does not undertake to do so within any particular time period except to the extent guaranteed in a written agreement to which NOLA is a direct counter-party. In furnishing any services or performing any acts hereunder, NOLA shall not be liable for any freight, despatch, demurrage, or other damages for delays to any River Barge, Ocean Vessel or other watercraft, including, but not limited to, standby time, loss of despatch time, demurrage or for any other delay damages incurred by any User,

for any cause whatsoever, even if such delay is the fault of a NOLA Indemnitee, unless otherwise guaranteed in a written contract to which NOLA is a counter-party.

1.12 SUITABILITY OF CARGO

NOLA reserves the right, without any responsibility for any loss, damage, or demurrage that may arise, to refuse any cargo because in NOLA's sole discretion, such Cargo is un-merchantable or in an unfit condition for loading, unloading, storage, transfer, transportation or handling.

User shall provide NOLA with Material Safety Data Sheets as well as a description of the chemical composition of the subject commodity similar to IMO cargo declaration for all cargo carried on inbound River Barges, Ocean Vessels or any other vessel or watercraft destined for the Terminal in whatever capacity (*i.e.*, for loading or offloading of cargo). If actual specifications are not available, User shall provide anticipated cargo specifications along with all supporting information prior to docking at the Terminal.

1.13 CARGO SAMPLING SERVICE

NOLA shall not, under any circumstances, be responsible or liable for sampling services, any accuracy or inaccuracy if provided, or any lack thereof.

1.14 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, which cannot be resolved amicably, shall be subject to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana, New Orleans, Louisiana Division. If that court lacks subject matter jurisdiction, then exclusive jurisdiction shall rest in the Louisiana Twenty-Fifth Judicial District Court in Plaquemines Parish, Louisiana. Said disputes and/or causes of action shall be resolved pursuant to the laws of the State of Louisiana. In the event NOLA must move to dismiss a lawsuit filed in violation of this provision, the reasonable attorneys' fees and costs incurred by NOLA in so moving shall be paid by the plaintiff(s) to said lawsuit.

1.15 REMEDIES FOR ENFORCEMENT

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

1.16 ENTIRETY OF AGREEMENT

NOLA reserves the right, but is not required, to enter into confidential agreements with Users of the Terminal which may alter, amend or otherwise supplement the terms and conditions as found in these Rules. In case any portion of any provision or any one or more of the provisions contained in these Rules should be held or determined invalid or illegal, the validity, legality and enforceability of the remaining

portion of any such provision and the other remaining provisions or underlying rights and obligations referred to herein shall not in any way be affected, modified or impaired thereby.

1.17 NOLA'S RIGHT OF EXCLUSIVITY IN SCHEDULING

All cargo handling, marine operations, barge unload scheduling, and logistics of any kind in general, whether via water through barges or any other floating vessel or via land through trucks, trailers or any other vehicle, shall be solely managed and determined by NOLA in its sole discretion. No barges, vessels, trucks or trailers of any kind shall be scheduled or otherwise arrive on site at NOLA for any offload, pickup or any other activity at the Terminal without NOLA's prior written confirmation (e-mail permitted).

1.18 TAXES

User or Agent shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other real or personal property it has placed or installed at the Terminal. If any such taxes on User or Agent's personal property or trade fixtures are levied against NOLA or NOLA's property, and if NOLA pays the taxes based upon such increased assessment, User or Agent shall, upon demand, repay to NOLA the taxes so levied.

1.18.1 Tax Catch-All. To the extent any taxes are due in connection with User or Agent's use of the Terminal, including but not limited to, taxes assessed on purchasing cargo, handling materials, generating finished products (e.g., ready-mix concrete) for retail sale, Port tariffs (e.g., tariffs issued by the Plaquemines Port District), etc., all such taxes and tariffs shall be solely for User or Agent's account. If any such taxes or tariffs as described in this Section 1.18.1 are levied against NOLA or NOLA's property, and if NOLA pays the taxes or tariffs, User or Agent shall, upon demand, immediately repay to NOLA the taxes or tariffs so levied and paid by NOLA.

1.19 PROHIBITED ACTIVITIES

The following activities are prohibited:

1.19.1 Smoking on or within 50 feet of any dock or wharf or other facility at the Terminal, except in specially designated areas.

1.19.2 Smoking on the open deck or in the hold of any vessel moored at a dock or wharf at the Terminal, as well as throwing any lighted object from a vessel.

1.19.3 Obstructing any firefighting appliance or apparatus on or in any dock, wharf or roadway.

1.19.4 Unauthorized storage of gasoline, distillate or any liquid petroleum products other than lubricating oils or kerosene in a warehouse or similar covered building with a working lock. Gasoline, distillate or liquid petroleum products will be permitted to be received on a dock for a vessel moored at the Terminal, but shall not be permitted to remain on the dock overnight.

1.19.5 Storage or overnight parking of automobiles or trucks in or on the docks, except as otherwise provided herein.

1.19.6 Operating any vehicle on any dock when, in NOLA's sole discretion, the vehicle interferes with either safety or the dock or Terminal's efficient operation.

1.19.7 Dumping of oil, oily wastes or grease or other refuse matter or any hazardous material or plastic material into any waters. Parties engaging in this activity shall be in violation of Federal, State, and Local laws and ordinances.

1.19.8 Obstructing any part of the Terminal by tools, vehicles, shore cranes, floating equipment, other equipment, material, debris or any other objects which are not part of cargo is strictly PROHIBITED. Should violation of this regulation result in impediment, delay, standby, or loss of production of any vessel and/or terminal activity, violators will be held fully liable for all cost and legal fees associated, plus an administrative charge of 20% of all associated costs for administrative processing.

1.19.9 Any other violations or acts or omissions inconsistent with applicable federal, state or local laws or regulations.

2. OCEAN VESSEL REQUIREMENTS ASSOCIATED WITH CARGO HANDLING OPERATIONS

2.1 NOMINATION; ARRIVED OCEAN VESSELS

2.1.1 Ocean Vessel Nomination

Nomination of an “**Ocean Vessel**” shall be furnished by the “**Shipper**” to the Terminal via e-mail between 7:30 a.m. and 4:00 p.m. Mondays thru Fridays, excluding Holidays, not earlier than thirty (30) days and not later than fourteen (14) days prior to the ETA of the Ocean Vessel.

Shipper’s nomination of all Ocean Vessels shall be made using the form attached as **Exhibit A** to these Rules (the “**Vessel Nomination Form**”).

Acceptance of a nominated Ocean Vessel shall be provided in writing to Shipper within one business day of nomination. Acceptance by Terminal of a nomination of an Ocean Vessel shall be evidenced by a confirming e-mail from the Terminal to Shipper.

2.1.2 Arrived Ocean Vessels

All Ocean Vessels (either directly or through their agent) intending to utilize the Terminal’s facilities and services shall file a Berth Application by e-mail. A copy of the form Berth Application to be utilized is found at **Exhibit B** to these Rules (the “**Berth Application**”). An executed original of the Berth Application must follow by U.S. Mail. The Berth Application sent by e-mail must be received by the Terminal between 7:30 a.m. and 4:00 p.m. Mondays through Fridays, excluding Holidays, and no later than seven (7) days prior to the ETA of the Ocean Vessel.

Terminal’s acceptance of a Berth Application shall be evidenced by Terminal's issuance to the Ocean Vessel (either directly or through the Ocean Vessel’s agent) of a Berth Application Acceptance.

Any Ocean Vessel arriving and submitting a Notice of Readiness, as defined below, shall have all accompanying documentation and submitted payment for all pre-paid items before berthing. In addition, all cargo must have arrived at the Terminal and be either stored on Terminal ground storage or in “**River Barges**” (for direct-transfer operations) before an Ocean Vessel will be permitted to berth at the Terminal.

With respect to any Ocean Vessel expected to arrive at the Terminal for the loading of export cargo, such vessel shall, no later than three (3) working days after the departure from the Terminal, provide the Terminal with a full and correct freighted copy of the bill of lading including shipper, consignee and

notifying party. Any bill(s) of lading, mate's receipt or other shipping document issued in connection with the transportation of the cargo shall have no effect or control over the services to be provided by the Terminal.

2.2 NOTICE OF READINESS

2.2.1 Requirements for Issuing a Notice of Readiness

In Order for an Ocean Vessel to submit the Ocean Vessel's Notice of Readiness, the Ocean Vessel must do the following (collectively, the "Notice of Readiness"):

2.2.1.1 submit the Berth Application to NOLA;

2.2.1.2 pay all Ocean Vessel fees as required by NOLA's pro forma invoice;

2.2.1.3 be cleared by U.S. Customs and Boarder Protection;

2.2.1.4 ensure that all holds on the subject Ocean Vessel have been inspected and found suitable by a marine surveyor;

2.2.1.5 provide NOLA with a copy of the subject stowage plan;

2.2.1.6 ensure that the Shipper has delivered the cargo to be loaded to the subject Ocean Vessel to the Terminal;

2.2.1.7 arrive at the closest available position in this order:

2.2.1.7.1 NOLA-designated loading berth;

2.2.1.7.2 NOLA-designated layberth;

2.2.1.7.3 Davant Anchorage; or

2.2.1.7.4 Alternate nearest available anchorage, within the limits of Belle Chasse Anchorage (LMR 75.2) to the North and Point Celeste Anchorage (LMR 49.8) to the South.

2.2.1.7.5 Under no circumstances will NOLA acknowledge a Notice of Readiness for any Ocean Vessel outside of the Plaquemines Parish Port District, whether located in U.S. territorial waters, off the U.S. coast in the Gulf of Mexico or on the high seas.

2.2.1.8 provide the Terminal with notice of the Ocean Vessel's readiness to commence cargo handling operations.

2.3 VESSEL ACCESS

If the Ocean Vessel's personnel or other visitors, including the Ocean Vessel's agent, desire to leave or board the Ocean Vessel for any non-emergency reason, twenty-four (24) hours prior written notification to NOLA must be provided and include a list of the: (a) name, (b) telephone number and (c) reason for visit of each Visitor to the Ocean Vessel and Ocean Vessel personnel leaving the Ocean Vessel provided along with a crew list. Each Visitor must have a form of identification acceptable to NOLA. 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 Holidays as defined herein (the “**Visitor List**”).

2.3.1 Emergency Access. Notwithstanding anything in the prior section to the contrary, in the event of an emergency, including medical-related emergencies, all requirements of Section 2.3 must still be met except that an authorized agent of NOLA may waive the 24-hour prior written notification clause or any other provisions of Section 2.3 in NOLA’s sole discretion.

2.4 SHIFTING AND READINESS

Ocean 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 Ocean 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 order of the Terminal twenty-four (24) hours a day, seven (7) days a week. For purposes of these Rules, “promptly” shall mean within thirty (30) minutes of notice being tendered by the Terminal.

In the event that the Ocean Vessel fails to comply with these requirements, Terminal management may, in its sole discretion, and without liability, reject the subject Ocean Vessel or order the subject Ocean Vessel to vacate the berth. If the Ocean Vessel is ordered to Berth and a delay in delivery of the Ocean Vessel to Berth occurs in excess of three (3) hours from the time that the Ocean Vessel was ordered to Berth, then the Ocean Vessel, its owner(s), operator(s), charterer(s) and agent(s) shall be responsible, jointly and severally, for a dead Berth charge of \$5,000 for each hour or fraction thereof until the Ocean Vessel is moored in or vacates the Berth, as the case may be, regardless of intervening circumstances of any nature, which charge shall be assessed as a negotiated element of agreed liquidated damages.

2.5 BERTH ASSIGNMENT; DOCKAGE; TOWAGE AND ANCILLARY FEES

Terminal operations may be scheduled at Terminal’s Berths and in any combination thereof. Prior to the issuance of the particular Berth assignment, the Ocean Vessel (either directly or through its agent) must advance pay NOLA for the Dockage fees as provided for in Exhibit C as well as advance pay such other amounts as NOLA may deem reasonable based upon the services which are likely to be provided to the subject Ocean Vessel and as per the rate schedule found in Exhibit C. E-mail notice of estimated charges will be sent to the Ocean Vessel’s agent in advance and payment must be received prior to mooring the Ocean Vessel at its assigned Berth.

2.6 REFILING

If any Ocean Vessel that has filed at Terminal is ordered to Berth by NOLA and is unable or refuses to accept a Berth, due to any reason whatsoever, or otherwise fails to comply with these Rules, NOLA may, at its sole discretion, cancel the Ocean Vessel’s original filing. If filing is cancelled, the Ocean Vessel must refile and will be assigned a rotation in the Terminal lineup based on the new filing time.

2.7 VESSEL ROTATION

Terminal management may alter the turn of the Ocean Vessels for loading or unloading, when, in Terminal’s sole judgment, it is in the Terminal operations’ best interests.

2.8 OCEAN VESSEL SAFETY AND SECURITY

All Ocean Vessels shall furnish safe ingress and egress at all times while in Berth. When an Ocean Vessel is berthing at any of the Terminal facilities, the Ocean Vessel's Master shall be solely responsible for the safety of the Ocean Vessel and her crew. Any Ocean Vessel in Berth shall at all times maintain appropriate officers and crew aboard the Ocean Vessel in order to maintain an alert watch and respond to emergencies. Moreover, Terminal's written 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.

2.8.1 Compliance. The Ocean Vessel shall comply with the following:

2.8.1.1 The engineering plant and vessel trim must be maintained in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth (less than 20 minutes).

2.8.1.2 Guards must be installed to prevent ballast water from contacting personnel, equipment or the dock.

2.8.1.3 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 Ocean 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 any walkway to and from the docks.

2.8.1.4 In compliance with United States Coast Guard, Department of Homeland Security directives, 33 CFR 105, NOLA has developed a Facility Security Plan ("FSP"). Per NOLA's FSP, certain areas of the Terminal's landside facilities and all of NOLA's docks, berths and mooring areas are considered restricted areas. Anyone or anything entering into the Terminal is subject to screening, inspection and/or search.

2.9 SAFE BERTH

The Master of the Ocean Vessel shall be solely responsible for determining if the depth of water (at any tide or river stage) is sufficient for the Ocean Vessel, the Terminal having no responsibility therefore 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 port area where any Ocean Vessel may operate. Furthermore, NOLA shall not be deemed to warrant the safety of any of the Terminal's berths, docks, anchorages, facilities, walkways or approaches thereto.

2.10 WEATHER AND HAZARDOUS CONDITIONS

When, in NOLA's sole opinion, weather, navigation, or similar hazardous conditions threaten the safety of any moored Ocean Vessel and/or the structural integrity of any part of the Terminal, transfer operations will be suspended and any Ocean Vessel shall vacate the Berth immediately when requested by the Terminal management to do so and until such time as safe conditions permit the vessel to return.

2.11 CARGO OR DEBRIS ON DECK OF OCEAN VESSEL

Ocean Vessels shall not arrive at the Terminal with cargo or any other obstruction on its deck. The Ocean Vessel agrees that if notified of such condition, it shall be the Ocean Vessel's sole responsibility to clean

and remove any such product which renders the Ocean Vessel's deck hazardous to the safety of any person. Should the corresponding Ocean Vessel fail to promptly clean and remove product from its deck, NOLA reserves the right, but not the obligation, to clean and remove the product from the Ocean Vessel's deck, which service and charges shall be solely for the Ocean Vessel's account. Alternatively, NOLA may reject the Ocean Vessel and refuse to accept the Ocean Vessel. Any time used to clean and remove such product from the Ocean Vessel's deck in accordance with this Section 2.11 shall not count against laytime.

2.12 LINE HANDLING

The master and crew of every Ocean Vessel shall provide assistance in handling lines and operating deck machinery. An English-speaking deck officer must be available to ensure timely response to Terminal representatives' directives relative to handling lines and related tie-off accessories. Terminal agents will position lines on the shoreside. Line handling for docking and undocking of Ocean Vessels shall be assessed at the rate provided in Exhibit C.

2.13 USE OF TUGS

When an Ocean Vessel is entering or leaving the Berth, NOLA shall retain tugs to assist unless otherwise agreed by the parties. The cost of assisting tugs (as set forth on Exhibit C) shall be at Ocean Vessel's sole expense and account without refund or credit against any charges due and owing the Terminal. If, in Terminal management's opinion, the weather or other prevailing conditions require, each Ocean 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 Ocean Vessel's size and draft, with said additional tugs being at Ocean Vessel's sole risk and expense. 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 will apply.

2.14 CONTINUOUS READINESS

Assignment of Berth under these Rules is predicated upon Ocean 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 rate, throughout the entire time in Berth and compliance with Terminal management's directions, including shifting within or between anchorage sites or Berths. Any delay in loading or unloading caused by the Ocean Vessel or refusal to follow directions of Terminal management, including an order to vacate the Berth, shall jointly and severally subject the Ocean Vessel and Shipper to a charge of \$5,000 per hour (with partial hours prorated) of delay which shall be assessed as agreed liquidated damages regardless of any intervening circumstances of any nature.

2.15 STOWAGE

The Ocean Vessel shall be solely responsible for safely stowing its cargo and must be self-trimming bulk carriers. Should additional trimming be requested or required by Terminal, all additional fees shall be for the Ocean Vessel's account.

2.16 REPAIRS

Once the Notice of Readiness has been tendered, no repairs that would impede the Ocean Vessel's movement or which would interfere with its cargo transfer operations or affect safety shall occur.

2.17 WATER

Water, when available, will be furnished at the charge provided in **Exhibit C**. Prior approval and coordination by Terminal management shall be required for water delivered by River Barge.

2.18 BUNKERS

Absent Terminal's prior approval in writing (e-mail acceptable), Ocean Vessels may not receive bunkers, diesel fuel or oils while at Berth.

2.19 VACATING BERTH UPON COMPLETION OF LOADING OR UNLOADING

Ocean Vessel shall vacate the Berth within one (1) hour of completing cargo loading or unloading. If an Ocean Vessel refuses or fails to vacate the Berth when ordered to vacate, NOLA shall be entitled to charge and recover as agreed liquidated damages from the Ocean Vessel, the sum of \$5,000 per hour (with partial hours prorated) beginning one hour after the Ocean Vessel receives notice to vacate and continuing until the Ocean Vessel vacates the Berth regardless of any intervening circumstances of any nature. If the Ocean Vessel fails to timely vacate the Berth, the Ocean Vessel will be subject to, in addition to the liquidated damages above, to all costs (including but not limited to attorney fees) and expenses in connection with moving the Ocean Vessel, which costs and expenses (and liquidated damages) shall be for the Ocean Vessel's sole account and risk.

3. RIVER BARGE SCHEDULING AND ASSOCIATED CARGO HANDLING OPERATIONS

3.1 SCHEDULING OF INBOUND RIVER BARGES

See Section 1.17 above ("**NOLA'S RIGHT OF EXCLUSIVITY IN SCHEDULING**") which is applicable to all aspects of these Rules. In addition, by the first day of each calendar month, Shipper shall provide the Terminal with a rolling three-month inbound River Barge forecast including a week-by-week schedule of River Barges to be delivered to the Terminal during the upcoming month (the "**Barge Unloading Schedule**").

Absent NOLA's express written consent, Shipper may not schedule more River Barges on the Barge Unloading Schedule than are reasonably needed to ratably transport Shipper's minimum tonnage to the Terminal in accordance with Shipper's commitment with NOLA.

Absent NOLA's express written consent (e-mail permitted), Shipper may not deviate from the Barge Unloading Schedule more than 10% of total tonnage on any given week or 25% in any given month.

For River Barges arriving at the Terminal outside of their scheduled delivery, NOLA may provide alternate discharge arrangements at additional costs for Shipper's account.

In addition to the foregoing, the Shipper (either directly or through Shipper's third-party "**Barge Carrier**" of choice) shall provide the following information not later than seven (7) days prior to the River Barges' ETA: for each River Barge, the individual barge numbers, tonnage, loading drafts, name of carrier, ETA and the type of cargo carried or to be carried, which report shall be subsequently updated on the Monday of each week until such River Barges are received into the Terminal.

Should the Shipper's River Barges be loaded with cargo downriver from the Port of Baton Rouge they shall be delivered to NOLA within 10 days of loading.

3.1.1 Outside Cargo Handling

Further notwithstanding anything in these Rules to the contrary, in the event that NOLA permits its customer to use its own cargo handling equipment for any purpose (including but not limited to loading/unloading or product/cargo movement of any kind) at the TERMINAL facility, NOLA reserves the right to charge a fee per short ton (with an applicable minimum charge) for bulk cargo and to charge a fee per day for other non-bulk cargo handling equipment (e.g., break bulk cargo, liquids, dredging operations, etc.), among other fees as applicable and determined by NOLA. In furtherance of the preceding sentence, no User or Agent shall be permitted to haul or otherwise bring any of its own or contracted or rented cargo handling equipment onto the Terminal without a fully-executed Master Service Agreement or similar contractual agreement in place prior to the customer, its contractor or its agent entering the Terminal. Drop-shipments of cargo handling equipment, gear or items related to cargo handling or terminal operations are prohibited.

3.2 MOORING OF BARGES

NOLA is a private marine terminal facility and is closed to mooring of any vessel without permission as provided herein. Barge Carriers shall obtain NOLA's prior approval before their Towing Vessels and River Barges enter the Terminal's facility, including its Berth, docks, buoys, mooring dolphins, etc. No less than twenty-four (24) hours advance notice of the foregoing shall be provided by Shipper or Shipper's Barge Carrier to NOLA's Logistics Manager. 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 District and United States Coast Guard. If such approval by NOLA is granted, Shipper's Barge Carrier is required to comply with NOLA's prescribed safety rules and personal protective equipment requirements and follow NOLA's Facility Security Plan. NOLA reserves the right to levy a user fee.

All River Barges Shipper's Barge Carrier brings into the Terminal must be jointly inspected by Shipper's Barge Carrier and NOLA prior to being placed in the Terminal (such joint inspection may sometimes be hereinafter referred to as the "**Joint Inspection**").

3.2.1 Joint Inspection Protocol. The Joint Inspection shall include:

3.2.1.1 Check for water in all voids, including wing tanks, bow and stern compartments;

3.2.1.2 Inspect above water areas for signs of recent and/or major damage;

3.2.1.3 Inspect grain doors on covered barges to ensure that they are in the closed position;

3.2.1.4 Inspect deck fittings to ensure all are present;

3.2.1.5 Observe draft and trim of loaded barge(s) to determine that barge(s) are safe for tie-off and/or mooring; and

3.2.1.6 Inspect all deck areas and walkways for cargo or other debris that may in any way compromise personnel safety.

3.2.2 Mooring Requirements. 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:

3.2.2.1 Four-part wire rope of at least 7/8" diameter with an eye at each end of the rope passed around the timberhead, cavel or button;

3.2.2.2 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

3.2.2.3 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.

3.3 CONDITIONAL ACCEPTANCE OF RIVER BARGE

In the event a Barge Carrier tenders a River Barge for mooring within the Terminal's facility, including the Terminal's mooring dolphins which, based on the Terminal's inspection and sole discretion, is: (1) found to be in a leaking or otherwise damaged condition during the Joint Inspection thereby rendering such River Barge unsuitable or unfit for mooring, cargo handling operations and/or is otherwise unseaworthy; or (2) lacking adequate freeboard or otherwise improperly loaded with cargo such that mooring operations and/or cargo handling operations may be unsafe, then NOLA may, in its sole discretion, refuse to accept such River Barge at the Terminal, or, alternatively, NOLA may elect to "**Conditionally Accept**" such River Barge. In the event NOLA agrees to "Conditionally Accept" a River Barge, NOLA will provide notification to the Barge Carrier by e-mail confirming that NOLA will accept the subject River Barge, but the acceptance of the River Barge shall be a "Conditional Acceptance" only.

3.3.1 Terms of Conditional Acceptance. If NOLA Conditionally Accepts a River Barge, the following allocation of risk, indemnity agreement and waiver of rights shall apply:

3.3.1.1 The Shipper and the Barge Carrier shall be jointly and severally responsible for the River Barge's leaking, damaged, lack of freeboard and/or improperly loaded condition resulting in the Terminal Conditionally Accepting the River Barge, and Shipper and the Barge Carrier shall be jointly and severally responsible for any sinking, loss of and damage to the River Barge and the cargo contained therein, regardless of fault and regardless of the fact that the River Barge is in the care, custody and/or control of NOLA at the time of its sinking, loss or damage;

3.3.1.2 The Shipper and the Barge Carrier shall be jointly and severally responsible for and shall assume all liability for damage and loss sustained to property, cargo and for personal injury, illness and death claims which are caused in whole or in part by the River Barge's leaking, damaged, lack of freeboard and/or improperly loaded condition;

3.3.1.3 The Shipper and the Barge Carrier shall jointly and severally defend (including the payment of reasonable attorneys' fees, court costs, expert witness fees and all litigation expenses regardless of type), indemnify and hold harmless the NOLA Indemnitees from and against any and all claims for: (1) damage to and/or loss of the River Barge and its cargo, regardless of the cause or causes thereof; and (2) for all other personal injury, illness, death and property damage which is caused in

whole or in part by the River Barge's leaking, damaged, lack of freeboard and/or improperly loaded condition; and

3.3.1.4 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 NOLA 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 NOLA that neither the Barge Carrier nor Shipper shall be entitled to limit their liability to NOLA in any respect under the aforementioned Shipowner's Limitation of Liability Act.

3.4 CARGO ON DECK OF RIVER BARGE; VGP REPORTING

Barge Carrier acknowledges 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 River Barge's deck hazardous to any person's safety. Should the Barge Carrier fail to promptly clean and remove product from any such River Barge's deck, the Terminal reserves the right, but not the obligation, to clean and remove the product from the River Barge's deck, which service and cost shall be solely for Shipper's account. Alternatively, the Terminal may reject the River Barge and refuse to accept it at the Terminal.

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 a River Barge's fitness. 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 because of the Barge Carrier's and Shipper's non-compliance and/or failure to report shall be for Shipper's sole account.

3.5 RIVER BARGE SHIFTING CHARGES

Reserved.

3.6 RIVER BARGE COVER HANDLING

Reserved.

3.7 DISCHARGING STACKED COVER RIVER BARGES

Reserved.

3.8 BARGE RELEASE

Once loading or unloading of a River Barge has been completed, as determined by an authorized Terminal agent, the River Barge must be picked up within seventy-two (72) hours of Terminal's transmittal of notice to the Barge Carrier that the River Barge must be removed from the Terminal. If a River Barge is not removed within the time limit, Terminal management may, at its sole election, arrange to have the River Barge shifted to a nearby commercial barge fleet, assuming fleeting space is available, at Barge Carrier's sole risk and expense. If the Barge Carrier has been instructed by the Terminal to pick up its River Barges

and removal has not been fully accomplished within seventy-two (72) hours, an additional charge of \$250 per day, per barge, will be assessed. The charge will be assessed until the River Barges are removed from Terminal's facility. NOLA hereby reserves all rights against River Barges and their owners for failure to comply with this Section 3.8.

3.9 ADDITIONAL CHARGES; PAYMENT REMITTANCE

NOLA may access such other charges to Barge Carriers as detailed herein or as otherwise agreed to in a writing between the parties. Barge Carriers shall remit payment for all services NOLA provides within ten (10) days from the date of invoice.

4. SHORESIDE OPERATIONS & GENERAL TERMS

4.1 REQUIREMENTS FOR CARGO HANDLING GEAR, EQUIPMENT AND VEHICLES

All cargo handling gear, equipment and vehicles operated anywhere in the Terminal, including its warehouses, docks, piers or other premises must be fully functional and meet all safety and operational standards for which they were designed and with which they were equipped. Such equipment must comply with all applicable state and federal regulations relating to its design, use and operation including, but not limited to, state highway safety and operating requirements and must have appropriate identifying marks prominently displayed. When notified in writing by NOLA that either User or its Agent's cargo handling gear, equipment or vehicles are deficient in connection with this Section 4.1, User or Agent shall immediately correct all deficient aspects prior to placing the subject piece of equipment back into service at the Terminal.

4.2 MOVEMENT OF CARGO BY NOLA

Any inbound freight or cargo is likely to damage other pre-existing freight or cargo being stored at the Terminal may be moved to another storage area or to private facilities at the owner's risk and expense, without the necessity of prior notice to the owner. NOLA reserves the right, at NOLA's expense, to move any cargo within the Terminal if desired or necessary in furtherance of safety, operations or logistics. NOLA also hereby reserves all rights, with or without prior notice, to move cargo at any User or Agent's expense if that User or Agent fails to timely pay invoices, has abandoned cargo, etc.

4.3 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO CARGO

NOLA will not be responsible for loss of or damage to or for delay to freight or cargo on its docks, in its warehouses, transit sheds or in the open caused by or resulting from Force Majeure, except for any such loss occasioned by reason of NOLA's own negligence. All cargo, ships supplies, ships gear and equipment, while in transit sheds, shipside warehouses, or in open areas at shipside, will remain in the care, custody and control of the vessel or its agent, whether during the free time period or while on wharf demurrage, and full responsibility thereof shall remain with the vessel or its agent.

4.4 MAXIMUM LOAD ON FLOOR AND MAXIMUM HEIGHT OF PILING OR STACKING

It is the responsibility of the cargo agents, stevedores or other parties who receive cargo, to place such cargo in warehouses/transit sheds, in accordance with all local, state, and federal guidelines or regulations, and in compliance with NOLA's weight restrictions and/or safety regulations. NOLA reserves the right to

have cargo moved or restacked, at the owner's sole risk and expense, in order to comply with all rules, regulations, guidelines or laws.

4.5 TRUCKING

4.5.1 Advance Notice for Processing Trucks. NOLA has authority to control, regulate or terminate motor vehicle traffic at the Terminal. Advance notification shall be given to NOLA prior to 3:00 p.m. each workday for the following day's requirements. Advance information should include the number or trucks, weight, commodity, location, approximate time of arrival, and type handling required. All loading or unloading will be coordinated with NOLA and the appropriate trucking agent as to availability of labor and/or equipment.

4.5.2 Truck Compliance. User warrants that any trucks under its ownership, operation, contract, and/or control that accesses the Terminal, including any such truck's equipment, gear, or machinery, will be compliant with all applicable laws, regulations, and rules. User will take appropriate steps, including providing instruction, to ensure that the drivers and/or operators of such trucks will observe any rules and regulations applicable to access and use of the Terminal at all times while present at the Terminal. For trucks that are not in compliance with these Rules, the owner must either demonstrate that the truck is compliant or remove it from the Terminal within 24 hours of notification from NOLA, e-mail permitted. Notwithstanding the preceding sentence, NOLA reserves the right to deny entry to any truck for safety reasons or non-compliance with the Rules. If a non-compliant truck is not repaired or removed from the Terminal within the specified time period after notification has been delivered to the owner or operator, NOLA or its agent may, at NOLA's sole discretion, remove the equipment to an off-site storage facility at the owner's sole risk and expense. NOLA's failure to enforce this policy shall not constitute a waiver of the policy nor shall such failure be construed as an endorsement of the truck's condition or its suitability for the purpose for which it is being used.

4.5.3 Rules and Regulations Concerning Loading and Unloading Commercial Trucks. See attached **Exhibit D** hereto.

5. INSURANCE

All Users, agents and other barge and other vessel vendors must obtain and maintain insurance during the duration of their work hereunder as set forth below:

5.1 Workers Compensation / Employers Liability:

5.1.1 Statutory workers compensation in compliance with all applicable state and/or federal laws in which the work may be performed by the agents/ship vendors hereunder, with a minimum Employer's Liability policy limit of USD \$1,000,000 each person and each occurrence.

5.1.2 Include United States Longshore and Harbor Workers' Compensation Act coverage where applicable.

5.1.3 Include voluntary compensation coverage.

5.1.4 Include occupational disease coverage.

5.1.5 Include borrowed servant or alternate employer endorsement naming the NOLA Indemniteses as the alternate employer and stating that an action brought against any member of the NOLA Indemniteses under the theory of “statutory employer,” “borrowed servant” or “alternate employer” or any similar theory will be treated as a claim against agent/ship vendor.

5.1.6 Include maritime employers’ liability endorsement, including transportation, wages, maintenance and cure where applicable.

5.2 Comprehensive General Liability

5.2.1 Minimum policy limit of USD \$2,000,000 per occurrence/aggregate.

5.2.2 Include sudden and accidental pollution coverage.

5.2.3 Include completed operations hazard coverage.

5.2.4 Include broad form property damage coverage.

5.2.5 Deletion of all watercraft exclusions.

5.2.6 Blanket contractual liability coverage applicable to all liability, indemnity and hold harmless provisions assumed under these Rules.

5.2.7 Include independent contractors coverage.

5.3 Automobile

5.3.1 Minimum policy limit of USD \$1,000,000 combined single limit per occurrence or accident.

5.3.2 Covering all owned, non-owned, hired and/or rented automotive equipment for bodily injury and/or property damage.

5.4 Protection & Indemnity and Pollution (as applicable)

5.4.1 Primary protection and indemnity insurance, including contractual liability, collision/tower’s liability and pollution buy-back endorsement subject to the terms and conditions of not less than the P&I SP-23 (Revised 1/56) form of policy or its equivalent with limit of \$5,000,000.00 applicable to any one accident or occurrence.

5.4.2 Pollution insurance subject to an amount not less than \$5,000,000.00 and conditions available through the Water Quality Insurance Syndicate or equivalent for OPA, CERCLA and other substances coverages.

5.5 Excess Liability Coverage

5.5.1 Excess liability insurance following form with the underlying coverages providing limits of liability of no less than USD \$10,000,000 per occurrence over coverages and limits provided in Section 5.2, Section 5.3, Section 5.4 and otherwise where User deems appropriate.

NOLA Indemniteses shall be named as an additional insured, with the exception of workers’ compensation and employer’s liability, and with waivers of subrogation in each of the foregoing policies. Each of the

foregoing policies shall contain a requirement that the Terminal will receive thirty (30) days' notice of material change or cancellation, and all such policies shall be endorsed as primary to any coverage carried by any member of the NOLA Indemnites with each NOLA Indemnitee's insurance being non-contributory. Sufficient evidence of coverage shall be furnished to the Terminal prior to the commencement of work or operations hereunder. A current Certificate of Insurance evidencing the above coverage must be on file at NOLA's office.

6. FORCE MAJEURE

Neither party shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by a Force Majeure event. The term "Force Majeure" as used herein will mean any event, wherever occurring, that is not reasonably within the control of the party claiming Force Majeure and which by the exercise of due diligence, the affected party is unable, wholly or in part, to prevent or overcome, including without limitation, acts of God; unusual weather conditions; hurricanes, navigational hazards, strikes, lockouts, or boycotts of regional or national origin not directed solely at the parties; nationwide material or labor shortages; transportation accidents; restrictions imposed by any governmental authority; terroristic threat or act; and civil riot. The party claiming Force Majeure will give prompt written notice to the other of any such event or circumstance, and each party will cooperate in good faith with the other to mitigate the impact of any such event or occurrence and do all things commercially reasonable under the circumstances to achieve such goal.

7. DEFINITIONS

"Barge Carrier"	An operator of an inland river towing vessel which delivers River Barges to and/or from the Terminal.
"Barge Unloading Schedule"	As defined in <u>Section 3.1</u> of the Rules.
"Berth"	The Terminal's docks and mid-stream transfer facilities including the Terminal's mooring buoys.
"Berth Application"	As defined in <u>Section 2.1(b)</u> of the Rules; and <u>Exhibit B</u> .
"Conditionally Accept"	As defined in <u>Section 3.3</u> of the Rules.
"Holidays"	As defined in <u>Section 1.6</u> of the Rules.
"Joint Inspection"	As defined in <u>Section 3.2</u> of the Rules.
"Notice of Readiness"	As defined in <u>Section 2.2</u> of the Rules.
"Ocean Vessel"	Bulk cargo ocean vessels or ocean-going barges of a type customarily engaged in the carriage of cargo across the high seas.
"River Barge"	Inland river hopper barges.
"Rules"	These Terminal Rules and Regulations.
"Shipper"	Any person or legal entity who engages NOLA to transfer cargo utilizing the Terminal.
"Terminal"	As defined in <u>Section 1.1</u> of the Rules.

“NOLA”	NOLA Terminal LLC.
“NOLA Indemnatee”	As defined in <u>Section 1.7</u> of the Rules.
“Users”	As defined in <u>Section 1.3</u> of the Rules.
“Vessel Nomination Form”	As defined in <u>Section 2.1.1</u> of the Rules; and <u>Exhibit A</u> .
“Visitor List”	As defined in <u>Section 2.3</u> of the Rules.

“Exhibit A”

NOLA Terminal LLC
Vessel Approval Questionnaire

Vessel Details:

Vessel Name: _____

IMO No.: _____

Nationality: _____

GRT: _____

DWT: _____

LOA: _____

Breadth: _____

Vessel Owner: _____

No. Holds / Hatches: _____

Visit Details:

ETA Date: _____

Approved Laycan: _____

Demurrage rate: _____

Name of Agent: _____

Name of Surveyor: _____

Cargo to Load: _____

Next Port: _____

MT to Ld/Unld: _____

- All cargo must be present and loading instructions must be received prior to the vessel's arrival.
- Detention charges will accrue if continuous operations are affected by the vessel for any reason.
- Vessels and all operations must abide by NOLA Terminal Rules and Regulations.
- For Vessels arriving outside of their approved load window, Laytime will begin upon commencement of loading or unloading.

Shipper's Name: _____ Date of Request: _____

Signature of Shipper's Representative: _____

Terminal Approval: _____ Date of Approval: _____

“Exhibit B”

NOLA Terminal LLC Vessel Berth Application

This application along with stow plan and load plan must be submitted to NOLA Terminal at least 72 hours prior to the vessel's arrival. Agent will promptly notify the appropriate vessel scheduling office of any changes in the information supplied below. Blank entries on this form may result in rejection of this berth application.

Vessel Details:

Vessel Name: _____

IMO No.: _____

Nationality: _____

GRT: _____

DWT: _____

LOA: _____

Breadth: _____

Vessel Owner: _____

Visit Details:

ETA Date: _____

Arrival Draft: _____

Arrival Air Draft: _____

Departure Draft: _____

Prev. Port: _____

Prev. Cargo: _____

Next Port: _____

MT to Ld/Unld: _____

- Vessels taking Bunkers must have written authorization from NOLA Terminal prior to arrival.
- The gate list must be submitted to NOLA Terminal no later than 24 hours prior to vessels arrival.
- Vessels and all operations must abide by NOLA Terminal Rules and Regulations.

Note: The execution of this application is acknowledgement by applicant on behalf of his principals that NOLA Terminal LLC may, at its sole discretion, order vessels shifted from berth or vacate the dock entirely if necessary, and it is agreed that any such instruction shall be fully complied with.

The undersigned company, agent for the above-named vessel, in consideration for approval of the berth application, agrees to be bound by all rules, regulations, terms and conditions as published by NOLA Terminal LLC, including acceptance of financial responsibility therefor.

Date of Application: _____

Application Company Name (Agency Name): _____

“EXHIBIT C”

NOLA Terminal LLC Dock Information and Vessel Port Fees

Dock Information

Dock 1

- Max LOA - 1,200 ft
- Max Beam - 168 ft
- Draft - 50 ft
- Fresh water - Barge only
- Bunkers - Barge only

Dock 2

- Max LOA - 1,200 ft
- Max Beam - 168 ft
- Draft - 50 ft
- Fresh water - Barge only
- Bunkers - Barge only

Dock 3

- Max LOA - 750 ft
- Max Beam - 78 ft
- Draft - 42 ft
- Fresh water - Barge only
- Bunkers - Barge only

-
- When the Carrollton Gauge (New Orleans) reaches 15’ or higher a high-water premium will be added to all River Service Rates

Vessel Charges

Bunker Fee	-	\$2,800.00 per barge
Water Barge fee	-	\$1,000.00 per barge
TWIC Escort fee	-	\$150.00 per event
Vessel Security fee	-	\$800.00 per day
Launch Boat	-	Agent to arrange and pay direct if needed - (including if needed for line handling)
Line Handling	-	TBD

Dockage Charges

Vessel (Bulk)	-	\$0.65 per GRT per day
Vessel (Break Bulk)	-	\$0.55 per GRT per day
Minimum Dockage	-	\$7,250.00 per day
Lay berth Dockage	-	\$4,800.00 per day

Tug Charges - TBD

HIGH RIVER SURCHARGE: When the Carrollton Gauge (New Orleans) reaches 15' or higher, a 5% high water premium will be added to all charges.

“EXHIBIT D”

NOLA TERMINAL LLC RULES AND REGULATIONS CONCERNING LOADING AND UNLOADING COMMERCIAL TRUCKS AT THE TERMINAL

Safety is just as important once a truck reaches the Terminal as when on the open road. Thus, NOLA Terminal hereby offers these operating procedures to keep workers safe while at the Terminal. Drivers are primarily responsible for knowing and preventing hazards that can result in serious or fatal injuries.

I. PARKING

- Park on level ground and close to the receiving site.
- Set and test brakes. Do not leave the vehicle without confirming that the brakes are set.
- If necessary, place wheel chocks between tandem wheels of the truck or trailer.
- Do not attempt to stop a rolling vehicle.
- Monitor your surroundings for pedestrians, as well as moving and parked vehicles, equipment and cargo.

II. BACKING UP

- If any doubt, Get Out and Look (GOAL).
- Use flashers, horn and backup alarms to alert others.
- Check both mirrors.
- Roll down windows to hear.
- Know the truck’s blind spots.
- Use a spotter.
- Back up slowly.

III. LOADING AND UNLOADING

- Follow instructions from loading/unloading personnel and stand clear.
- Make sure that brakes are set.
- Keep clear of tires.
- Check for traffic near you.
- Call Terminal management immediately with any questions or concerns about any aspect of these Rules and Regulations, including any loading or unloading operation.