

BACKGROUND:

The Morgan City Harbor & Terminal District (herein sometimes referred to as the "MCHTD" or the "Port of Morgan City") has a facility located at 800 Youngs Road, Morgan City, Louisiana and IW.... (the "Port Terminal"). In accordance with Part 525, Marine Terminal Operator Schedules of the Federal Maritime Commission, MCHTD has developed a Terminal Schedule of Rules to be applied at the MCHTD effective October 15, 2013. MCHTD will make and collect charges with respect to all terminal services on all traffic delivered to vessels, barges or other watercraft over property operated by MCHTD at the Port Terminal.

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RULE 2 – MORGAN CITY HARBOR & TERMINAL DISTRICT TARIFF-RATES, CHARGES, RULES AND REGULATIONS (“MCHTD Rules”)

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Morgan City, LA 70380

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RULE 3 - TARIFF AND JURISDICTION

This tariff names the rules, regulations, definitions and charges applicable to all channels, waterways, facilities and services under the control of, and provided by, the MCHTD.

Pursuant to Sections 321 et seq. of Title 34 of the Louisiana Revised Statutes, the MCHTD, a political subdivision of the State of Louisiana created by Acts 1952 No. 530 and as amended, is authorized and empowered to supervise, control, manage and direct the MCHTD; to regulate the commerce and traffic of said MCHTD; to fix rates and charges for services and for the use of all facilities and waterway within the MCHTD; to formulate and promulgate rules and regulations for the operation of the MCHTD; and to exercise any and all other powers vested in it by all of the applicable statutes, which include the power to acquire, purchase, install, lease, construct, own, use, control operate and maintain wharves, warehouses, landings, docks, sheds, belt and connecting railroads, shipways, canals, channels, slips, basins, locks, elevators and other structures and facilities necessary and proper for the use and development of the business of such port.

RULE 4 - CONSENT TO THE TARIFF

Use of the wharves, other facilities, or property under the jurisdiction of the MCHTD shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charters, and agents, or other users to pay MCHTD all applicable charges and abide by all rules and regulations or ordinances of the MCHTD and abide by the MCHTD rules.

SECTION TWO - DEFINITIONS

RULE 5 - 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.

RULE 6 - WHARFAGE

A charge assessed against all cargo passing or conveyed over, onto or under wharves and the transit sheds built thereon or between vessels or from barge, lighter when berthed at wharf or when moored in slip adjacent to wharf.

RULE 7 – STORAGE

The charges assessed on cargo that remains on MCHTD property after free time for the accumulation of cargo has expired.

RULE 8 - FREE TIME

The specified period during which cargo may occupy space assigned to it on MCHTD property free of storage charges, immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

RULE 9 - DAY

A period of 24 consecutive hours or fractional part thereof of any calendar day or days used in the computation of charges.

RULE 10 - WHARVES, PUBLIC

Wharves and facilities owned or operated by the MCHTD to which the shipping public has access on equal terms.

RULE 11 - WHARVES, PRIVATE

Wharves not owned by the MCHTD are restricted to handling business of the owners.

RULE 12 - DIRECTOR

The Director is referred to as the MCHTD Director and the Executive Director of the Port of Morgan City.

RULE 13 - BOARD OF COMMISSIONERS OF MORGAN CITY HARBOR & TERMINAL DISTRICT

The governing authority of the Morgan City Harbor and Terminal District; at times referred to as the "Board" or the "District".

RULE 14 - EXPLANATION OF SYMBOLS

- (C) Denotes Change In Wording
- (A) Denotes Increase In Charges
- (R) Denotes Decrease In Charges
- (I) Denotes New Provision
- (D) Denotes Deletion Of A Provision
- (E) Expiration of An Item

RULE 15 - METHOD OF CANCELLING ITEMS OR PAGES

As this tariff is amended, numbered items with later dates cancels correspondingly numbered items in the original tariff or in a prior revised page with earlier dates.

RULE 16 - HOLIDAYS

As applied within this tariff, the term "holidays" includes the following named days.

New Year's Day
Mardi Gras Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

NOTE: Dr. Martin Luther King, Jr.'s Birthday, Robert E. Lee Day, Washington's Birthday, National Memorial Day, Confederate Memorial Day, and Huey P. Long Day shall be observed only in such manner as the governor may proclaim, considering the pressure of the State's business, provided, however, that not more than two such legal holidays shall be proclaimed in any one year.

RULE 17 - PUBLIC AREAS

Those areas within the Port Terminal that have not been exclusively leased out by another entity.

RULE 18 - TERMINAL HOURS

Normal working hours, further defined as STRAIGHT TIME

HOURS, are 8:00 AM to 12:00 Noon

1:00 PM to 4:30 PM

Except: Saturdays, Sundays and holidays, as defined

OVERTIME HOURS, for work performed on Saturdays, Sundays or holidays, as defined, or after 4:30 PM, or before 8:00 AM, Mondays through Fridays, or during meal periods shown below:

6:30 AM to 8:00 AM

12:00 Noon to 1:00 PM

4:30 PM to 5:30 PM

SECTION THREE – RULES AND REGULATIONS

RULE 19 - INTERPRETATION OF TARIFF

The interpretation of the MCHTD Rules shall be the responsibility of MCHTD's Director, and exception to such interpretation shall be resolved in accordance with Louisiana law.

RULE 20 - TARIFF CHANGES

All rates, rules and regulations, as set forth in this tariff, are subject to change without notice except as required by law.

RULE 21 - AUDIT OF MANIFEST

MCHTD reserves the right to audit all manifests and to use such audits as a basis for charges.

RULE 22 - MOVING VESSELS TO PROTECT PROPERTY OR FACILITATE COMMERCE AND NAVIGATION

Every vessel must at all times have on board at least one person in charge with authority to take such action in any emergency as may be demanded, and in the event it becomes necessary, in order to facilitate commerce or navigation, or for the protection of other vessels or property, that any vessel be moved, or the position thereof changed, the Executive Director of the Port is hereby authorized and directed to order and enforce the removal of such vessel at its own expense to such place he may direct; and it shall be unlawful for the master, owned or agent of such vessel to fail, neglect or refuse to obey any such order.

Upon the failure or refusal of the person in charge of such vessel to change the position thereof as directed above, the Executive Director is hereby authorized to take necessary measures to change the position thereof at the expense of such vessel.

RULE 23 - DUMPING OF OIL OR REFUSE

It shall be unlawful to throw, discharge or deposit, or cause, suffer, or procure to be thrown, discharged or deposited, either from or out of any ship, barge or other floating craft of any kind, or from the shore, wharf, manufacturing establishment, or mill of any kind, any refuse matter or other substance of any kind or description whatever into the navigable waters of the MCHTD; and it shall be unlawful to deposit, or cause, suffer or procure to deposit material of any kind in any place, or on the bank of any navigable water, where the same shall be liable to be washed into such navigable water, either by ordinary or high tides, or by storm or floods or otherwise, whereby navigation within the corporate limits of the MCHTD or shall or may be impeded or obstructed; provided, that nothing herein contained shall extend to, apply to, or prohibit operations in connection with the improvement of the MCHTD and provided, further, that nothing herein contained shall extend to, apply to, or prohibit the deposition of any material above mentioned in such navigable waters within such limits as may be defined, and under such conditions as may be prescribed by the proper Engineer Officer of the United States Department of the Defense.

It shall be unlawful for any person to pump, discharge or deposit, or to cause or permit to be pumped, discharged or to pass or to allow to escape in or into the waters of the MCHTD any oil, spirits or inflammable liquid, or any coal tar, or refuse or residuary product of coal, or any petroleum, asphalt, bitumen or other carbonaceous material or substance of any product or compound thereof, or any bilge water containing any of said materials or substances.

RULE 24 - STORAGE OF EXPLOSIVES, GASOLINE AND OTHER PETROLEUM PRODUCTS ON WHARVES

The storing of gasoline, distillate of any liquid petroleum products, other than lubricating oil, or any automobile, truck or mechanical appliances using gasoline, in the open areas or upon the wharves products or landing, is prohibited. In the case of automobiles for shipment, all gasoline must be thoroughly drained from tanks and carburetors before cars will be permitted to remain on the wharf, or in open areas. Trucks will be permitted on the wharf and on the open areas only for the purpose of lifting or discharging freight and must at all times be in charge of a competent operator. Gasoline or explosives will be permitted to remain on the wharf for a vessel under certain conditions, but shall not be permitted to be received on the wharf for a vessel overnight, nor shall the same be placed in close proximity to cotton, flour, rice or other cargo subject to damage from same. Parking overnight of automobiles, trucks or mechanical appliances using gasoline as fuel in the open areas, warehouses, or other structures, including wharves is prohibited.

RULE 25 - SMOKING

It shall be unlawful for any person to smoke, or to light any match or to use or carry any open flame or lighted lantern, or for any person, firm or corporation to permit any smoking, or the lighting of any match, or the use or carrying of any open flame, or lighted lantern, upon the public wharves and in the transit sheds built therein.

A notice containing the words "NO SMOKING OR OPEN FLAME" in large plain letters, will be displayed in conspicuous places in and about every wharf and other structures, and at all entrances thereto.

RULE 26 - FIREARMS

The carrying of firearms or the possession of any firearms on the premises of the PORT TERMINAL by any person is prohibited except by those persons specifically authorized in writing by the Executive Director or to carry firearms or by law enforcement officials authorized by law to carry or possess a firearm.

RULE 27 - RESPONSIBILITY FOR LOSS OR DAMAGE

The "MCHTD" consists of its co-venturers, co-operators, partners, contractors and sub-contractors, all of each of their parents, affiliates, subsidiaries, predecessors and successors, and all of the officers, directors and employees of each of the foregoing. When used herein, the "MCHTD" means the entire MCHTD, as well as each of its individual members. Notwithstanding any law to the contrary, specifically, but not limited to Louisiana Civil Code, Articles 2926-2963, neither the Board nor the MCHTD will be responsible for the damage or loss of any freight being loaded or unloaded at the Port Terminal, nor will either be responsible for any delay to same, nor for damage to freight on the wharves or sheds of the Port Terminal by fire, leakage, or discharge of water from sprinkler fire protection system, collapse of building fire protection system, collapse of building, rats, mice, moths, weevils, frost, or the elements, nor will the Board or the MCHTD be answerable for any delay, loss or damage arising from combination of strikes or any persons in their own employ or in services of others nor for any consequences arising there from. Specifically, no relationship of deposit or bailment shall exist between the MCHTD and the owner or any person connected with goods or freight located on or at public wharves or warehouses of the MCHTD or in any premise owned or operated by the MCHTD, and therefore, neither the MCHTD shall be responsible for any loss or damage of whatever nature to goods or freight, provided, however, the above provision will not apply as respects the MCHTD if said loss or damage is caused by the fault and/or negligence of the MCHTD and/or its employees, and that the above provision will not apply as respects a particular member of the MCHTD if said loss or damage is caused by the fault and/or negligence of that particular member of the MCHTD. It is further provided, however that steamship companies having freight on the wharves will be permitted to make their own arrangement for watchman service. All limits of liability are as shown in RULE 33.

RULE 28 - DAMAGE TO PROPERTY

It shall be unlawful for any person to willfully or carelessly destroy, damage, disturb, deface, or interface with any buoy, float, life preserver, sign, notice, or any other public property, whatsoever under the jurisdiction, ownership or control of the MCHTD.

Every person and every vessel responsible for any damage to any property or any kind or character under the jurisdiction, ownership

or control of the MCHTD shall be liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. In the event any damage is done to wharf or wharf premises by any person or vessels, the designated agent of the person or vessel must report to MCHTD's Director, in writing, the damage, together with the name of the person or vessel causing such damage, the date and hour, if possible, and the name and addresses of persons witnessing such accident. The expense of repairing said damage will be charged against the person or vessel responsible therefor, and in addition thereto any person causing any damage shall be liable to the conditions described in Rule 48.

RULE 29 - HOLD HARMLESS AGREEMENT

A. Any person or firm ("Company") whose product is handled and/or stored by the MCHTD, in or on any of the facilities or premises owned and/or operated by MCHTD agrees that Company shall occupy the MCHTD premises at Company's own risk and shall indemnify the MCHTD against any events, loss, cost, damage, claim, action, or liability paid, suffered or incurred as a result of any use of the facilities or premises owned and/or operated by MCHTD or as a result of such handling or storing of the person or firm's product by Company's agents, servants, employees, customers, visitors, or licensees of any kind, including without limitation, use or occupancy of the facilities or premises owned and/or operated by MCHTD, or of the carelessness, negligence, or improper conduct of the MCHTD, or Company, or any of their agents, servants, employees, customers, visitors or licensees.

B. The Company covenants and agrees, at its expense, to pay and to indemnify and save the MCHTD, the Board of Commissioners and each member, officer, employee thereof, individually, harmless of, from and against any and all claims, damages, demands, expenses and liabilities (of any character or nature whatsoever regardless of by whom imposed), and losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the work to be done, handling and/or storing of the Company's commodity. The Company also covenants and agrees at its expense, to pay, and to indemnify and save the MCHTD, the Board of Commissioners and each member, officer, and employee thereof, and all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action of proceeding is brought against any of the aforesaid parties by reason of any such claim or demand, the Company shall, upon notice from the indemnitee, resist and defend such action or proceeding on behalf of the indemnitee. The Company also covenants and agrees, at its expense, to pay and to indemnify the MCHTD, the Board of Commissioners, and each member, officer and employee thereof, individually, from and against, all costs, expenses and charges in connection with the performance of Company's obligations including, without limitation, reasonable counsel fees.

C. No provisions in this tariff shall limit or relieve any individual member of the MCHTD from liability for its own negligence, nor require any persons, vessels or lessees to indemnify or hold harmless any individual member of the MCHTD from liability for the negligence of that individual member of the MCHTD.

RULE 30 - FIRE APPARATUS

No person shall obstruct or interfere with the free and easy access to fire apparatuses. Except in case of fire, no person shall remove or in any manner disturb any extinguisher, fire hose, fire hydrant, or any other fire-fighting appliance installed in or upon the MCHTD's premises.

RULE 31 - EXPLOSIVES, INFLAMMABLES AND OTHER DANGEROUS ARTICLES

Persons desiring to handle explosives, inflammables, and other dangerous articles in the Port of Morgan City, over the public wharves or elsewhere, must communicate, in advance of their arrival, with MCHTD's Director, furnishing full particulars of the shipment. Shipments will be accepted only after a full compliance by shippers or delivering carrier with the rules and regulations of federal, state and local regulatory agencies governing the transportation of said articles.

When a shipment is of a highly inflammable or explosive nature, wharfage or handling facilities will not be provided except under special agreement.

RULE 32 - APPLICATION FOR BERTH AND RESPONSIBILITY FOR CHARGES LOSS OR DAMAGE

No vessel shall be permitted to enter or leave the Port Terminal without completion of a MCHTD Application for Berth, nor shall a vessel be allowed to shift berths within the harbor without said authorization. Any vessel desiring a berth at the

MCHTD shall, as far in advance as possible, but not less than 72 hours prior to the time of arrival, make application to the MCHTD for a berth. All applications are to be in writing and transmitted to MCHTD via facsimile transmission at 985-385-1931, or provided to MCHTD on-site. The application shall provide the vessel name, estimated time of arrival, estimated time of shipping, name of agent, name of ship line, vessel registry, Vessel LOA and GRT, arrival and estimated sailing deep drafts, docking side, nature and quantity of cargo to be handled, name of stevedore and list of services required. An application for Berth Form can be obtained by calling (985) 384-0850 or at www.Portofmnc.com. In addition, all vessels must provide a firm 24 hours ETA.

As a part of its application for berth, or immediately upon its arrival, the vessel, its owners or agents, shall advise the Executive Director and MCHTD of the protection and indemnity association (P & I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof, knowledgeable with regard to such coverage.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of or operated by the MCHTD, 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 of the ship causing the damage. The MCHTD shall be able to detain the ship until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

Vessels are only authorized to berth at those particular berths as stipulated in the berth assignment. Applications for berths will be construed by MCHTD to mean that all charges as shown in this tariff, or by supplement thereto, or issued in letter form by MCHTD, will promptly be paid upon presentation of the bill therefore, and that all rules and regulations will be complied with. It shall not be incumbent upon the MCHTD to have bills for port charges signed by masters of vessels following request by a recognized steamship agent for berthing space.

MCHTD reserves the right to refuse entry to any vessel carrying refrigerated liquefied petroleum gas, explosives or hazardous cargo as provided in 48 CFR Subchapter C, parts 171-180, or a vessel which is determined by MCHTD to be in an unseaworthy condition. All vessels, while at the MCHTD, shall remain in seaworthy condition. MCHTD reserves the right to prohibit departure from the Port of any vessel deemed unseaworthy.

RULE 33 - LIMITS OF LIABILITY

No provisions contained in this tariff shall limit or relieve any individual member of the MCHTD from liability for its own negligence, nor require any persons, vessels or lessees to indemnify or hold harmless any individual member of MCHTD from liability for the negligence of that individual member of MCHTD. See Rule 29.

RULE 34 - INSURANCE

The charges provided for herein do not include coverage of any character covering property not owned by the MCHTD or the, nor will such insurance be placed into effect by the MCHTD under their policies. . Any person or firm ("Company") whose product is handled and/or stored by the MCHTD in or on the Port Terminal or any of the facilities or premises owned and/or operated by MCHTD, and/or whose vessels utilize the Port Terminal or any wharves, other facilities, or property under the jurisdiction of the MCHTD shall, prior to such handling, storage or use, and at Company's own cost and expense, procure and maintain in full force and effect:

1. Workers' Compensation and Employers' Liability Insurance to cover all liabilities owed for compensation and other benefits to employees of Company, including borrowed servants, including but not limited to coverage under the workers' compensation laws of Louisiana or any other state, the Longshore and Harbor Workers' Compensation Act, the Outer Continental Shelf Lands Act, the general maritime law, the Death on the High Seas Act, the Jones Act, and any other applicable laws.
2. Comprehensive General Liability Insurance to cover all liabilities arising as a result of bodily injury, death, or damage to property, including, but without limitation, contractual liability coverage covering all Company's obligations to the MCHTD under this tariff.
3. Hull Insurance equal to or in excess of the value of Company's vessel(s);
4. Protection and Indemnity Insurance to cover all liabilities arising as a result of bodily injury, death, or damage to property in relation to Company's vessel(s);

5. Collision Liability Insurance, whether contained in the hull, P&I policy, or elsewhere, to cover all liabilities arising as a result of bodily injury, death, or damage to property in relation to Company's vessel(s); and
6. Tower's Liability Insurance, in the event the Company's vessel(s) is a tug, whether contained in the hull, P&I policy, or elsewhere, to cover all liabilities arising as a result of bodily injury, death, or damage to property in relation to Company's vessel(s).
7. Pollution Liability Insurance to cover all clean up obligations mandated by local, state and national laws, orders, rules and regulations and covering liability for bodily injury, death, or damage to property for clean up of or for spills, contamination or pollution by or from operations covered by this tariff, and/or by Company's acts or omissions and/or the management, operation, navigation, or control of Company's vessels.

Duplication of coverage is not required. The Workers' Compensation policy shall cover all statutorily required amounts and shall be endorsed to cover liability asserted against the MCHTD on the basis of borrowed servant, alternate employer, or otherwise. The Employers' Liability, Comprehensive General Liability, Protection and Indemnity, Collision Liability, Tower's Liability and Pollution Liability policies shall have minimum limits of \$25,000,000.00 U.S. and all deductibles shall be solely for the account of Company. With the sole exception of Workers' Compensation, all of Company's policies, including but not limited to those listed above, shall name the MCHTD as an additional assured. Without exception, all of Company's policies, including but not limited to those listed above, shall waive all rights of subrogation against the MCHTD. Without exception, all of Company's policies, including but not limited to those listed above, shall be endorsed to delete all watercraft exclusions, "as owner," "other than owner" or other clauses that would otherwise serve to limit coverage as respects the MCHTD. Without exception, all of Company's policies, including but not limited to those listed above, shall be endorsed to delete any provisions purporting to limit the underwriters' liability to the MCHTD to the value of the vessel. Without exception, all of Company's policies, including but not limited to those listed above, shall be endorsed to delete any "other insurance" provisions as respects the MCHTD, and to provide that they are non-contributory and that the coverage provided in favor of the MCHTD is to be primary to all other coverages. These insurance provisions are entirely separate from and are neither limited by nor increased by any indemnity obligations owed by Company hereunder. Company is liable to the MCHTD to the extent that Company fails to procure and maintain the insurance coverage required here, or that the insurance procured fails to meet the requirements of the MCHTD Rules.

RULE 35 - PAYMENT OF BILLS AND DELINQUENT LIST

All invoices issued by MCHTD are due and payable upon presentation to vessels, their owners or agents, or any firms, persons or corporations using facilities under the operation of MCHTD.

MCHTD reserves the right to estimate and collect, in advance, all charges which may accrue against vessels, their owners or agents or other users of the facilities, or against cargo loaded or discharged by such vessels or other users of the facilities, whose credit has not been properly established with MCHTD, or who have been, on at least two (2) previous occasions, on the delinquent list. Use of the facilities may be denied unless such advance payment or deposits are made.

Should there any be question with regard to the validity of any invoice issued by MCHTD, or their accuracy thereof, such matters must be reduced in writing and addressed to MCHTD's Director twenty (20) days after the invoice is presented for payment. Errors will be rectified by adjustment or amendment to the invoice base on information received and facts determined by MCHTD's Director. Any invoice not so questioned within the twenty (20) day period will be considered valid and final.

Any invoice issued by MCHTD which is unpaid thirty (30) days after the date the invoice is issued shall be deemed delinquent. As to any invoices which are or become, delinquent on or after thirty (30) days from the effective date of this amendment, and interest charge of twelve (12%) percent per annum of the amount of such invoice shall be due and owing from the date of delinquency until paid. Such interest charge shall be calculated on a daily basis, based upon a per-annum basis of three hundred sixty five (365) days.

Additionally, should it become necessary for MCHTD to file suit to collect any delinquent invoice, the party obligated herein to pay such invoice under this section consents to such suit being filed in the 16th Judicial District Court, Parish of St. Mary, State of Louisiana, or the Morgan City, City Court, Parish of St. Mary, State of Louisiana, and, further, shall be obligate to pay reasonable attorney fees incurred by MCHTD in the collection of such invoice.

RULE 36 - SECURING, FASTENING LINES REQUIRED AT WHARF

It shall be unlawful for any person to make fast any vessel to any public wharf or mooring facility except with such lines and in such manner which meet the approval of the MCHTD Director.

RULE 37 - TO USE ONLY MOORING FACILITIES PROVIDED

It shall be unlawful for any person to make fast any rope or mooring to any wharf or landing, or to any pile or poles supporting same, or to any dolphin or fender pile, except to the mooring piles or mooring bits or rings provided for such purpose.

RULE 38 - USE OF DOLPHINS OR WHARVES IN TURNING

It shall be unlawful for any vessel, or any person in charge of any vessel, to use any dolphin at the outer end of any wharf to brake or wing such vessel at any wharf with any part of such vessel against the wharf.

RULE 39 - USING LINES TO CHECK SPEED

It shall be unlawful for any vessel, or any person in charge of any vessel, to make fast or cause to be made fast, any lines to any mooring cluster, mooring bit or cleat, or any part of the public wharf structure, for the purpose of checking speed, or when to fasten such line to any of the devices above described would in any way be likely to cause damage to the wharf, wharf structures or mooring facilities, and the MCHTD Director shall refuse to allow any lines to be made fast when, in his opinion, to do so would endanger wharf structures, or mooring facilities, or be likely to cause damage thereto.

RULE 40 - WHARF OBSTRUCTIONS

Stevedore's tools, appliances and equipment, vehicles, or any other material including unused and/or discarded dunnage materials and broken pallets or object which is not part of a cargo must be removed from wharves and wharf premises when directed by the MCHTD's Director. If any such obstruction is not removed within 24 hours after notice, such material and/or equipment will be stored or sold by MCHTD, and \$25.00 charged for each day that the obstruction is permitted to remain, together with the expenses of removal, storage, or sale.

RULE 41 - RAT GUARDS

All vessels, upon docking at general cargo docks shall immediately provide and install rat guards on all lines between the vessel and the dock. Rat guards must remain in place until vessels are ready to cast off their lines.

Failure to comply with this item shall result in the application of penalties provided for in Rule 48 of this tariff.

RULE 42 - CARGO STATEMENTS OTHER THAN PUBLIC WHARVES

The owner, agent, operator or master of any vessel loading or discharging cargo at any private wharf within the limits of the MCHTD shall furnish to MCHTD, within four days after sailing of each vessel, a certified statement showing the weight and character all cargo discharged from or delivered to the said vessel, including points of origin on inward cargo and points of destination on outward cargo.

RULE 43 - COLLISION

In the event of a collision involving contact between two or more vessels or between a vessel and any wharf, dock, pier, pile, mooring facility or any other port facility, MCHTD shall be notified immediately by the master, owners or agents of such vessels and written reports providing all pertinent details of such collision shall, within 24 hours, be furnished to MCHTD.

RULE 44 - COMPLAINTS

As respects MCHTD, all protests or complaints of any character whatsoever must be addressed to MCHTD's Director in writing. Verbal complaints or protests will not be considered.

RULE 45 - ENFORCEMENT OF RULES AND REGULATIONS

It shall be the duty of MCHTD's Director to report to the proper authorities the violation of any law. The violation of any rule or regulation of this Tariff shall be immediately reported to MCHTD so that appropriate legal action may be authorized.

RULE 46 - DUNNAGE

MCHTD reserves the right to require the use of dunnage under cargo that is likely to cause damage to the floors. Further, all unused and/or discarded dunnage materials must be removed from the wharves by completion of the loading and/or unloading of a vessel.

RULE 47 - REQUEST FOR STATEMENT OF TONNAGE

All vessels, their owners or agents, or any other persons, firms or corporations shall, upon request of MCHTD's Director or his respective authorized agent, furnish without delay, statement showing weight of commodities covering any shipments or cargo in transit sheds, or wharves, or occupying space on any property under the control of MCHTD.

RULE 48 - CONTRACTUAL DAMAGES

Any person, vessel, firm or corporation, or agent or employee thereof, who shall make use of any wharf, landing or other services provided by MCHTD or who shall traverse any waters within the territorial jurisdiction of the to pay to MCHTD the proper toll, charge or fee thereof as fixed by this tariff and further, contracts with MCHTD to follow and comply with all rules and regulations as set forth in the tariff. Any failure to pay such toll, charge or fee or any failure to comply with any of the rules and regulations set forth in the tariff, shall constitute a breach of contract between MCHTD and such person, vessel, firm or corporation, and shall automatically place such person, vessel, firm or corporation who is in default of its contract with MCHTD, as set forth above shall be liable to MCHTD for liquidated damages in the amount of \$500.00 per day for each day that said person, vessel, firm or corporation is in default of any obligations set forth under the tariff.

RULE 49 - MOORING, UNMOORING AND SHIFTING

Arrangements for mooring, unmooring, and shifting vessels are to be made with MCHTD. Such services shall be paid to the MCHTD at the following rates:

Moorage Fee per Day \$100.00
Mooring, Unmooring and Shifting Mon.-
Fri. 7:00 a.m.-4:00 p.m. \$100.00
All other times and holidays \$200.00
Standby-By Time:
Straight Time \$ 70.00
Overtime-1st two hours \$100.00
Over two hours \$200.00

Ship's Agents shall make arrangements for line handling with MCHTD and provide arrival, sailing, or shifting times. Standby time will be assessed one hour after specified times. Holidays are listed in Rule 16.

All commodities (with the exception as noted in RULE 333) passing over or under the public wharves to or from vessels shall be subject to wharfage.

RULE 50 – EARNED WHARFAGE

All cargo placed in the warehouse, shipside, and open storage areas, or in any MCHTD facility shall be considered to have earned wharfage when so placed and wharfage shall be collected on it whether or not it is eventually loaded onto a vessel.

RULE 51 – NON-WATERBORNE CARGO

All cargo, containers and trailers delivered to the MCHTD by any transportation method other than waterborne transportation and placed in or on MCHTD lands or facilities, which is not reshipped from MCHTD's via waterborne transportation, will be assessed demurrage charges in accordance with item no. 70 in addition to be assessed any applicable earned wharfage charges. Demurrage charges will be billed for each day the cargo container or trailer remains in MCHTD's beginning with day it arrives and including the day of departure.

RULE 52 - CARGOES EXEMPTED

The following cargoes are exempted from the payment of wharfage:

- A. Ship's stores and fuel intended for vessel's own use.
- B. Cargo discharged upon public wharves from vessels and trans-shipped to other vessels shall not be subject to the payment of a second wharfage provided such cargo does not leave the public wharves.
- C. Cargoes exempted in long-term written contractual agreements providing for total costs handling.
- D. Empty containers
- E. Water purchased from the MCHTD.

RULE 53 - COLLECTION OF WHARFAGE

The amount due from wharfage assessed on commodities must be guaranteed by the vessel, her owners or agents, and the use of public wharf facilities by the vessel, her owners or agents, shall be deemed an acceptance and acknowledgement of this guarantee.

Wharfage charges on cargo not loaded aboard a vessel shall be paid by the shipper or party owning such cargo.

Within seven (7) days after the completion of discharge of inward cargo and within seven (7) days after the sailing and/or loading of vessels with outward cargo the owners or agents of such vessels shall remit to MCHTD all wharfage due. Accompanying the remittance shall be a statement certified to by the owners or agents showing the following information:

- A. A complete description of all cargo received from or delivered to said vessels, and/or modes of transportation, including points of origin on inward cargo and points of destination on outward cargo, and a summary of the total weight of cargo received or discharged.
- B. At the option of MCHTD, wharfage is collectible before the sailing of the vessel or removal of the

cargo.

RULE 54 - RIGHT TO DOCK

MCHTD reserves the right to refuse to allow vessels the use of the public wharves or mooring clusters.

RULE 55 - BERTHS, ASSIGNING OF, VACATING OF AND RULES TO GOVERN

MCHTD will assign berths to all vessels for inward or outward cargo, and in order to expedite the movement of vessels as well as cargo over the public wharves or piers, the assigning of vessels to such berths, the shifting of vessels to such berths, the shifting of vessels in berth, as well as the vessel's turn in berth, shall be left solely to the discretion and option of MCHTD's Director.

In order to expedite the handling of vessels when there are more vessels assigned to specific berths than can be accommodated or when in the judgment of MCHTD's Director such a congested condition appears imminent, vessels already in berth shall be required to work the amount of overtime, at their own expense, to the extent deemed necessary by MCHTD's Director. Should such vessels elect not to work the required overtime, the berth shall be vacated. When vessels call at an assigned time and in the opinion of MCHTD's Director sufficient congestion exists in the Port and in impede of the normal flow of cargo through the Port and in order to obtain maximum utilization of the MCHTD facilities, the vessel so assigned to lift cargo will do so on overtime at its own expense to the extent deemed necessary by MCHTD's Director.

Vessels shall also be required to work at the maximum capacity deemed expedient and necessary in the judgment of MCHTD's Director and shall work the necessary type and amount of equipment and personnel as ordered by MCHTD's Director.

The failure of any vessel to work the amount of overtime deemed necessary by MCHTD's Director, the failure of the vessel to vacate the berth, if the vessel elects not to work the maximum capacity with the necessary type and amount of equipment and personnel deemed expedient and necessary by MCHTD's Director shall subject the vessel, her owner, charter and agent to the payment of a penalty dockage at the rate of Five Hundred Dollars (\$500.00) per day or fraction thereof.

RULE 56 - DISPOSAL OF SHIP'S GARBAGE

Marpol 73/78, Annex V, requires ports and terminals to provide for receiving ship originated garbage. Garbage is defined as "all kinds of victual, domestic and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of a ship and liable to be disposed of continually or periodically".

"Medical wastes, hazardous wastes and those wastes commingled with that require special handling" also must be handled. A 24 hour notice is required. For these wastes, the District has arranged for a contractor to receive, transport and dispose of them.

Annex V further requires for proper disposal of "contaminated" garbage. The Animal and Plant Health Inspection Service (APHIS) of the U.S. Department of Agriculture defines contaminated food as "any and all food or its package that has come into contact with a foreign country's port with the exception of Canada".

In these above instances, vessel agents are responsible for making necessary arrangements for disposal of garbage. A signed Berth Application for use of MCHTD facilities, for whatever reason, is an acknowledgement of this obligation of the agent.

RULE 57 - CARGO STATEMENTS REQUIRED-ACCESS TO RECORDS

All steamship lines, truck or barge lines, importers, exporters, shippers, and their agents including customs house brokers and freight forwarders, using port facilities, shall furnish MCHTD with copy of bills of lading, freight bills, manifests and such other data as is necessary to develop and insure correct assessment of terminal charges.

The document and information referred to shall be furnished within 7 days after the arrival of vessel at berth in the case of inbound cargo or within 7 days departure of vessel from berth in the case of outbound cargo.

All users of the MCHTD facilities shall be required to permit access to their files and transportation documents necessary for the purpose of audit for ascertaining correctness of reports filed and documents furnished.

Failure, by those listed above, to provide statements documents or other information as set forth above, within the time limit specified may be assessed a late fee of \$50.00 for each 7 day period or fraction thereof until such documents or information is provided. MCHTD may also place those responsible on the delinquent list and subject to Rule 35.

RULE 58 - VOLUME INCENTIVE RATES

In order to attract cargoes to the MCHTD, and as an incentive to volume cargoes, MCHTD reserves the right to negotiate reduced wharfage rates for specific cargoes on a volume basis.

Shippers who guarantee tonnage minimums stipulated and desire to take advantage of the lower wharfage rates must notify MCHTD of this intention, in writing, in advance of the first cargo. If a shipper is granted the lower charges and fails to meet the minimum tonnage, MCHTD will assess back charges to the extent applicable at the normal wharfage rate for the commodity.

Volume rates will be quoted upon request.

RULE 59 - SHORE POWER

Before any electrical equipment, including lights, (either privately owned or rented from the MCHTD) is connected to any MCHTD facility; application must be made to MCHTD for such service.

Charges for Shore Power, including power to generators or cranes will be assessed at \$7 per hour with a minimum charge of \$40.00.

RULE 60 - CARGO IDENTIFICATION

All shipments must be assigned an identification number upon arrival at the MCHTD before being unloaded. All bills of lading must be marked. Any unmarked bills of lading or shipment will be assessed a fee of \$10.00.

SECTION FOUR: RATES AND CHARGES

RULE 61-TERMINAL SECURITY CHARGE

In order to fulfill its responsibility for security, including but not limited to those provisions mandated by the Maritime Transportation Security Act of 2002, and USCG Regulation 33 CFR § 105, MCHTD will assess against and collect from all port users engaged in waterborne commerce a Terminal Security Fee for the use of port premises, services and facilities. The Terminal Security Fee shall be applied to waterborne commerce vessels, including passenger vessels, and cargo discharged or loaded onto said vessels. All other vessels are exempt. Security Fees shall be in addition to all other charges and fees due under this tariff and will be as follows:

Waterborne commerce vessels less than 100 feet engaged in foreign or coast wise trade.....\$6.00 per LF.

Waterborne commerce vessels 100 feet or more engaged in foreign or coast wise trade.....\$7.50 per LF. In addition to applicable charges above, the following charges are applied to cargo and containers:

Break bulk and general cargo= \$.25/ST
Dry bulk cargo= \$.04/ST
Containers/Trailers/Chassis= \$3.75 each

Minimum fee to be assessed= \$190.00.
Maximum fee to be assessed= \$2,500.000

RULE 62 – HARBOR FEE

All vessels and barges entering the facilities of MCHTD for usage of the facilities therein shall be assessed/invoiced upon entry a harbor fee to defray the expense associated with port and harbor administration.

Vessels and barges under 50 Feet in Length\$90.00
Vessels and barges 50 feet or more in Length \$250.00

RULE 63 – HARBORMASTER FEES

This rule has been deleted in its entirety.

RULE 64 - WHARFAGE

Cargo shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected whether or not it is eventually loaded on a vessel.

Non-Container Commodities \$1.40 per 2,000 Lbs.
Loaded Containers \$1.50 per Net Ton of 2,000 Lbs.
Autos/Pick-ups (Minimum \$10.00) \$1.40 per 2,000 Lbs.
Trucks/Buses (Minimum \$15.00) \$1.50 per 2,000 Lbs.
Machinery (Minimum \$15.00) \$1.50 per 2,000 Lbs.
Bulk Shipments: Rock, Barite, Etc \$0.25 per 2,000 Lbs.
Commodities sponsored by the U.S. Dept. of Agriculture and Bagged Goods for Human Consumption \$1.20 Per 2,000 Lbs.
Lumber, Plywood, Particle Board, PVC Plastics..... \$1.20 per 2,000 Lbs.
Silica Sand (super sacks or palletized bags) \$1.20 per 2,000 Lbs.
Iron, Steel or other metal articles, viz., coils, plates, slabs, flats, rebars, bars, angles, beams, rails, etc..... \$1.20 Per 2,000 Lbs.
Iron, Steel or other metal fabrications or structures weighing less than 6000 lbs \$1.20 Per 2,000 Lbs.
Pipe, coated or uncoated, direct from truck to vessel \$1.00 Per 2,000 Lbs. Rice \$1.20 per 2,000 Lbs.

RULE 64 A - PASSENGER WHARFAGE CHARGES

Vessels engaged in foreign, coastwise, or intracoastal trade or inland watercraft vessels that are carrying passengers for compensation shall be assessed the following wharfage charges:

Each passenger embarking on a round-trip voyage originating from the MCHTD\$2.50
Each passenger debarking from a round-trip voyage originating from MCHTD.....\$2.50
Each passenger in transit (port call)\$3.50
Exception: No passenger wharfage charges shall apply to passengers under 12 years of age.

RULE 65 - OPENING/CLOSING OF CONTAINERS FOR GOVERNMENT INSPECTION

To furnish freight handlers and equipment to assist U.S. Customs in opening and/or closing containers for the purpose of facilitating U.S. Government inspection, such services will be charged for on the following basis:

Opening/closing container doors\$ 18.00
 Partial stripping of container using lift truck\$125.00
 Partial stripping of container using freight handlers ... \$150.00
 Stripping & Stuffing 40' container
 (Includes freight handlers & Equipment)\$175.00

RULE 66 - CHARGES FOR TRANS-SHIPED CARGO FROM OR TO OTHER PORTS

Cargo discharged from vessels to the Port wharf and transshipped to other vessels shall not be subject to the payment of a second wharfage, provided that said cargo does not leave the Port wharf. Free time will commence the day that the vessel completes the discharge. Wharf demurrage charges apply after expiration of the free time period and terminate the day the cargo loading is commenced.

RULE 67 - DOCKAGE

All vessels, including LASH Barges, inland barges, tugboats and small craft, docking at the Port Terminal and/or other facilities of MCHTD will be charged a port dockage fee.

Dockage will be assessed according to the Length Overall (LOA) of vessels on a 24-hous basis, including Saturdays, Sundays and holidays.

The MCHTD's Director may, at his option, enter into special dockage agreements for berth assignments or lay berthing for extended docking periods.

LENGTH IN FT CHARGE

VESSELS 50 feet or less\$65/Day
 VESSELS 51-199 feet\$ 1.40/per foot/per day
 VESSELS 200-299\$1.60/per foot/per day
 VESSELS 300-499\$2.00/per foot/per day
 VESSELS 500 feet or larger.....\$2.50/per foot/per day

BARGES 60-109 feet\$ 75.00/ per day
 BARGES 110-195\$90.00/per day
 BARGES 196-350\$175.00/per day
 BARGES 351 feet or longer..... ..\$550.00/per day

RULE 68 - LINE HANDLING

Line handling charges for all vessels moving through the port facilities of the Harbor & Terminal District and receiving line handling services will be charged a service charge of \$500.00. (\$250.00 in and \$250.00 out). Barges in excess of 200 feet in length will be charged a service charge of \$250.00. (\$125.00 in and \$125.00 out).

RULE 69 - CONTAINER HANDLING

Any container, loaded or empty, moving through the facilities of the MCHTD will be subject to the following rates:

To/from chassis, loaded or empty container \$35.00/container

Transfer or placing chassis for mounting or dismounting of containers \$40.00/chassis

Transfer container, whether or not on chassis \$40.00 each

RULE 70 - VESSEL LOADING/UNLOADING RATES

MCHTD provides vessel loading and unloading services at its public wharves. Rates are quoted and furnished upon request.

RULE 71 - LOADING/UNLOADING OF TRUCKS/TRAILERS Lump

sum per truck using forklift machines up to 15,000 pounds capacity:

Palletized/unitized/skidded cargo\$50.00/truck
 Structural Steel 55.00/truck
 Iron/Steel Plates 55.00/truck
 Machinery: Wheeled 40.00/truck
 Machinery: Engines, Conveyors, etc55.00/truck
 Non-Palletized cargo, loose 75.00/truck
 Poles up to 55 feet 5.00/2000 lbs.

Trucks containing LTL (less than load)
 Minimum \$20.00 per package\$ 3.50 WM

RULE 72 - FREE TIME ALLOWANCES AND DEMURRAGE

MCHTD will permit free time for the accumulation and assembling of cargo for export as follows:

2,500 tons or less: 7 days More
 than 2,500 tons: 15 days U.S.
 Government: 20 days

MCHTD will permit 7 calendar days, including Saturdays, Sundays and holidays, free time for import and inbound cargo stored on the MCHTD premises. After expiration of free time the cargo will be subject to wharf demurrage charges as provided in this tariff and/or removal to other open storage areas at charges for handling and open storage rates as provided in this tariff.

MCHTD will permit 15 days free time on empty or loaded containers and/or chassis.

The designated free time, includes Saturdays, Sundays and holidays, and is allowed in the open areas, within the warehouse and shipside of the MCHTD premises. After expiration of free time, the cargo will be subject to wharf demurrage charges as provided in this tariff and/or removal to other open storage areas at charges for handling and open storage rates as provided in this tariff.

Demurrage

First 30 days after free time or authorized storage \$.40 per ton/2000 lbs.
 Second 30 days\$.50 per ton/2000 lbs.
 Thereafter (per day)\$.60 per ton/2000 lbs.

In addition to all other applicable charges herein, any containers/chassis remaining in storage after free time will be assessed applicable charges of \$4.00 per day for wharf demurrage, with a minimum charge of \$150.00.

Removal at expense/risk of owner/Sale by public auction:

Containerized and general non-containerized cargo which remains on the MCHTD premises beyond authorized free time and wharf demurrage periods, will be removed at the discretion of the MCHTD, without notice and at the expense and risk of the owner or shipper, to other locations, including public warehouses.

The cost of such removal must be paid when billed and MCHTD will retain all such cargo as removed until all charges are paid. MCHTD will dispose of such cargo, after a reasonable length of time, by sale at public auction for the purposes of satisfying any unpaid charges pertaining thereto.

RULE 73 – OPEN AND INSIDE STORAGE

Open Storage:

Cargo accepted for open ground storage by MCHTD will be assessed storage charges as detailed below. Cargo remaining beyond an authorized storage period(s) will be assessed demurrage charges in accordance with Item # 72 in lieu of storage charges

- NOS Cargo = \$.75/ST/ each 6 days
- Containers, autos, trailers, chassis = \$2.50/each/day
- Minimum charge = \$60.00

Inside Storage:

Cargo accepted for inside storage by MCHTD will be assessed storage charges as detailed below. Cargo remaining beyond an authorized storage period(s) will be assessed demurrage charges in accordance with Item # 72 in lieu of storage charges

- NOS Cargo
 - 1st 30 days \$3.50/ST
 - 2nd 30 days \$6.00/ST
 - 3rd and each succeeding 30-day period \$16.00
- Autos, trucks, trailers, tractors
 - 1st 30 days \$5.25/ST
 - 2nd 30 days \$6.50/ST
 - 3rd and each succeeding 30-day period \$8.50
- Lumber
 - 1st 30 days \$4.25/ST
 - 2nd 30 days \$5.75/ST
 - 3rd and each succeeding 30-day period \$7.50

Minimum charge = \$65.00

RULE 74 - GATE INSPECTION FEE

All containers moving through the MCHTD for loading, unloading, transfer or drayage at the Port Terminal, whether loaded or empty, must be inspected at the gate by MCHTD personnel. A gate inspection fee of \$25.00 will be charged for each container.

RULE 75 - HEAVY LIFTS

The following heavy lift charges excluding containers shall be assessed on each single piece or package of cargo weighing in excess of 10,000 pounds, only when such cargo is loaded and/or unloaded from or to, trucks, vans and trailers and are in lieu of all other handling charges published in this tariff:

A. Grading or road making implements, tractors and off-the-road trucks and parts thereof:
\$12.00 per net ton of 2000 pounds

B. Cargo, not otherwise specified, and valued at not more than \$300,000 for a single lift:
\$13.00 per net ton of 2000 pounds

C. Cargo, not otherwise specified, and valued over \$300,000 for a single lift shall be at a rate equal to the actual cost of materials plus 15 percent, plus the actual costs of labor and the prevailing equipment rental rate, and the cost of all-risk insurance, plus 10%.

RULE 76 - CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND BLOCKING

Loading of cargo requiring special construction, bracing and blocking, in accordance with instructions and orders received prior to the loading operation, will be loaded at the applicable rate plus the actual cost of materials plus 15 percent, and actual cost of labor plus 10 percent.

RULE 77 - LIFT TRUCK RENTAL

Rental rates are based on hourly rates with applicable minimums.

5,000 pound Capacity Rental (\$180.00 Minimum)
Without operator \$30.00
With operator/ST \$65.00

With operator/OT \$65.00

8,000 Pound Capacity Rental (\$270.00 Minimum)

Without Operator \$45.00

With Operator/ST \$65.00

With Operator/OT \$80.00

10,000 Pound Capacity Rental (\$330.00 Minimum)

Without Operator \$55.00

With Operator/ST \$80.00

With Operator/OT \$90.00

70,000 Pound Capacity Rental (\$600.00 Minimum)

Without Operator \$ 100.00

With Operator/ST \$130.00

With Operator/OT \$140.00

Standby \$50.00

Standby OT \$60.00

As when received, ordinary wear and tear alone excepted, MCHTD's freight handling machinery is turned over to a user upon proof of certified operator(s), is under user's supervision, direction and control; and user assumes sole responsibility and liability for injury to or death of any person whomsoever, or damage to or destruction of property of any such person, including employees or property of MCHTD and/or the MCHTD, incident to, arising out of, or connected with user's possession, use or operation of such machinery, and shall protect, indemnify and same harmless the commission from and against any and all liability for or in respect of the same of any part thereof.

The use of privately owned freight handling machinery or equipment on MCHTD property shall not be permitted except by special permission of MCHTD's Director who will regulate its use and establish the conditions and charges that shall be imposed by MCHTD for the use of its tracks, wharf or property.

RULE 78 - CRANE RENTAL

Grove 35 ton Hydraulic Crane Daily Rental Rate (4 Hour Minimum)

Straight Time Rate..... \$110.00 per hour

Overtime Rate \$115.00 per hour

Stand-by-time \$80.00 per hour

Stand-by-time - OT..... \$60.00 per hour

W/o Operator \$80.00 per hour

After hours, weekends and holidays a 4-hour minimum rate is in effect. All off facilities work will be at a 4-hour minimum

If sea going containers are loaded in excess of their rated capacity, MCHTD will not permit its mechanical equipment (designed for movement or carriage of containers) or its container crane to be used in anyway to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should the equipment or crane be used to lift, or move or transport a container which is loaded in excess of the rated capacity, the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands and suits for damage, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

Cranes will be delivered to user rigged in manner requested. Any change in rigging during a given assignment will be paid for by the user at a rate of \$100.00 per hour with any fraction of an hour being charged at the full hourly rate.

Freight handling machinery is presumed to be in good operating condition when turned over to a user. MCHTD will not be responsible for delays caused to the user by breakdown of equipment. MCHTD reserves the right to stop operation of its freight handling machinery at any time to make repairs that appear to be necessary. By receiving possession thereof, user of the freight handling machinery agrees that upon termination of the period of use, it will be returned to MCHTD in the same condition.

RULE 79 - YARD TRACTOR SERVICE

MCHTD, upon request, provide yard tractor service between the wharf and warehouse at a rate of \$35.00 per container. This rate includes either container or shipper owned chassis.

RULE 80 - CHARGES FOR POTABLE WATER

The charge for potable water supplied by MCHTD will be \$2.50 per ton, subject to a minimum charge of \$40.00. An additional fee of \$60.00 will be charged when the water is supplied during overtime hours.

RULE 81 - DOCK CLEANING CHARGES

MCHTD provides cleaning service for the cleaning of the public docks and wharves utilized by the vessels, vessel owners and agents. Each vessel utilizing the public docks and/or wharves will be assessed a dock cleaning charge of \$125.00 for the cleaning/removal of debris. For each dumpster filled or portion thereof, \$60 will be charged. If unusual amounts of trash are left on the facility after the vessel sails, the vessel owners/agent will be charged an additional rate of \$50.00 per hour for cleaning.

RULE 82 - TERMINAL HANDLING WHEELED EQUIPMENT/VEHICLES

MCHTD will receive vehicles during normal working hours at the following rates. The receiving includes a designated parking area and 30 days free storage. Vehicle inspections and liability for vehicle contents are between the shipper and ocean carrier.

Vehicles and pick-ups	\$30.00
Trucks and buses	\$45.00
Truck and trailer	\$60.00
Tractors, Agriculture	\$30.00
Machinery, Wheeled: includes combines, conveyors, sugar mills	\$50.00
Wheeled Trailers	\$50.00
Boat and Trailer: up to 30 feet	\$40.00
31 feet and above	\$60.00
Container	\$25.00

RULE 83 - RAILROAD TRACK USAGE

Each railroad car loaded or unloaded will be subject to a rail use charge of \$75.00 in addition to other Terminal services and will be allowed 3 days of free time. After 3 days, each railroad car will be charged \$125.00 per day for storage within MCHTD.

Orders for empty cars for loading must be placed through MCHTD's Director or his representative. Loading of cars not ordered by MCHTD's Director or his representative will not be permitted.

RULE 84 - SUPERVISION LOADING, UNLOADING AND HANDLING OF CARGO

Rates named below cover supervision expense incident to unloading or loading freight from vessels. Supervision is required in any case where MCHTD's Director or his designated representative deems there is a requirement, in order to protect MCHTD's interest. Four hour minimum required.

Cargo Supervision: ST \$40.00
Cargo Supervision: OT \$55.00
Holiday Pay (double time & ½): \$90.00
Riggers: ST \$30.00
Riggers: OT \$45.00
Holiday Pay (double time & ½): \$75.00

RULE 85 – STEVEDORING

Stevedoring services can be performed and charges are therefore made by the private stevedoring companies registered with MCHTD to do business at the Port Terminal. Stevedoring and/or line handling companies desiring to operate at the MCHTD shall file a completed stevedore/line handling application with the supporting documents called for therein together with payment of the appropriate registration fee and comply with all local, state and federal regulations. A copy of said application can be obtained by calling (985) 384-0850.