

TERMINAL TARIFF

Rates, Charges, & Regulations Governing Services Provided at

Chalmette Slip, Docks #1 & #2
Mississippi River Mile 90.5 AHP

Issued by

Associated Terminals of St. Bernard, L.L.C.

Effective January 1, 2003

Subject to revision without notice



ASSOCIATED TERMINALS

**Associated Terminals of St. Bernard, L.L.C.
8000 St. Bernard Highway
Arabi, La. 70032**

**Associated Terminals of St. Bernard, L.L.C.
Terminal Tariff**

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INTRODUCTION

APPLICATION

ITEM

This Tariff is published by Associated Terminals of St. Bernard, L.L.C., herein after referred to as ATSB. It contains rules and regulations, rates, and other charges applicable to public use of Chalmette Slip Docks #1 & #2, owned by the St. Bernard Port, Harbor & Terminal District, hereafter referred to as the "Port"

Associated Terminals of St. Bernard, L.L.C. is a privately owned company and not associated with any city, state, or federal agency, therefore use of these facilities is by private contract by and between Associated Terminals and interested parties.

Rates and charges set forth in this Tariff are net, and are in addition to all other rates, charges, and impositions that may be imposed by The St. Bernard Port, Harbor & Terminal District or other governmental and non-governmental agencies.

Legal Address is:

**Associated Terminals of St. Bernard, L.L.C.
9100 Safety Drive
Convent, Louisiana 70723**

Physical Location is:

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Arabi, LA 70032
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General Information, Rules and Regulations

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**Section 1
GENERAL INFORMATION AND DEFINITIONS**

APPLICATION

ITEM

TERMINAL OPERATOR

Associated Terminals of St. Bernard is the designated Marine Terminal Operator (MTO) of the facilities provided in this tariff.

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FACILITIES COVERED UNDER THIS TARIFF

Chalmette Slip Docks #1 and #2
Located at Mississippi River Mile Post 90.5 AHP, East Bank

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HOLIDAYS

Legal holidays, as used in this tariff, shall consist of the following days:

New Year's Day (January 1)
Mardi Gras Day
Good Friday
Memorial Day
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving
Christmas Day (December 25)

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.

All Local, State, and Federal holidays will apply at the discretion of the Marine Terminal Operator (ATSB).

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Section 1... continued
General Information and Definitions... *continued*

APPLICATIONS

ITEM

Definitions...continued

Demurrage - a charge assessed against cargo and/or containers remaining in or on terminal facilities after expiration of free time.

Departure from Berth - shall be the time the last line is let go.

Free Time - applies to the specific period during which cargo may occupy assigned space on the terminal free of demurrage charges immediately prior to the loading or subsequent to the discharge of such containers on or off the vessel.

Inbound Cargo - means all cargo received at the terminal in a vessel from a foreign, intercoastal or domestic offshore port or origin, for loading to a domestic motor, rail, or water carrier, either breakbulk or containerized.

Inland Watercraft - shall include all vessels, private and public, operated exclusively on the United States inland waterways.

Loading/Unloading Railcars - Railcar loading consists of the MTO removing non-containerized cargo from the terminal's consolidation shed and placing it in a railcar, or from a railcar and placing it in the terminal's consolidation shed.

Opening for Inspection - The grounding and breaking of seals for inspection, subsequent resealing of containers.

Outbound Cargo - means all non-containerized cargo received at the terminal for loading into containers, or break-bulk cargo for shipment by a vessel to a foreign, intercoastal or domestic offshore port or destination.

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cont.

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Section 1...continued
General Information and Definitions...continued

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Definitions...continued	
<p>Properties and/or Facilities are owned by the St. Bernard Port, Harbor & Terminal District and leased to Associated Terminals of St. Bernard, L.L.C.</p> <p>Receiving and/or delivering chassis - refers to receiving from or delivering chassis to an inland carrier on the MTO's EIR forms supplied.</p> <p>Reefer Plug-In - Refrigerated/heated ISO container requiring electrical service and monitoring.</p> <p>Rehandling - Movement of container/chassis from original point of rest in container yard when not for the convenience of MTO, such as inspection by any government agency, owner, steamship agent, or for off hire, survey, etc. when requested to do so.</p> <p>Running the Gate - Entering or leaving container yard without following check-in/check-out procedures.</p> <p>Sheddage - shall be a charge against vessels for the use of covered wharves.</p> <p>Shut-Out Cargo - shall be cargo received for a particular outgoing vessel at her berth prior to the departure of the vessel.</p> <p>TEU - As used in this tariff "Total Equivalent Unit" of 20 foot container.</p> <p>TOFC/COFC - Container/chassis on railroad flatcar, loading or unloading of container/chassis.</p> <p>Ton - shall be a net ton of 2,000 pounds, unless otherwise indicated.</p>	108 cont.

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Section 1... continued
General Information and Definitions... continued

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Definitions...continued	
<p>Vessel - shall mean any vessel, ship, barge, LASH barge, SEABEE barge, tug towboat, lighter, raft or other watercraft that floats. All references to "vessel" in this tariff shall include, without exception, her owner, charterer and agent.</p> <p>Vessel Operations - shall mean the loading and/or discharging of cargo from or to a vessel.</p> <p>Vessels Engaged in Foreign, Coastwise or Intercoastal Trade - shall include all ocean vessels, private and public, employed in any maritime service, task, venture, voyage, or mission, commercial or non-commercial, of a private or public nature, other than inland watercraft as defined herein.</p> <p>Wharf - shall mean any wharf, dock, berth, landing, pier, mooring facility, barge fleet mooring facility, or other structure and the warehouse, sheds or buildings thereupon, which are under lease by ATSB as described in Item 100 of this tariff.</p> <p>Wharfage - is a charge against cargo, based on the number of tons received or discharged by vessels, as manifested, and passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf or when moored adjacent to wharf. Wharfage is solely the charge of use of wharf and does not include charge for any other service.</p>	108 cont.
<p>Correction Abbreviations</p> <ul style="list-style-type: none"> (C) Change in Wording (W) Wording Added (A) Provision Added (D) Provision Deleted (N) Neither Increase nor Decrease (I) Increase in Charges (R) Reduction in Charges 	110

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**Section II
General Rules and Regulations**

APPLICATION	ITEM
<p>CONSENT TO THE TARIFF</p> <p>Use of the wharves, other facilities or property under the jurisdiction of Associated Terminals of St. Bernard, L.L.C. (ATSB) shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners, charterers, and agents, or other users to pay all applicable charges and abide by the rules and regulations of ATSB, and abide by the rules and regulations of this tariff.</p>	200
<p>INTERPRETATION OF TARIFF</p> <p>ATSB shall be the sole judge as to the interpretation of this tariff.</p>	202
<p>PROHIBITED ACTIVITIES</p> <p><u>THE FOLLOWING ACTIVITIES ARE PROHIBITED:</u></p> <p>A. Smoking on or in the wharves or other facilities under ATSB jurisdiction and the approaches within fifty (50) feet of the wharves or facilities, except in designated areas.</p> <p>B. Smoking on the open deck or in the hold of any vessel moored at a wharf, or river mooring in the Port of St. Bernard under ATSB's jurisdiction or tied to another vessel made fast thereto, as well as, throwing any lighted object from a vessel.</p> <p>C. The obstruction of any fire fighting appliance or apparatus on or in any wharf or roadway.</p> <p>D. The removal or breaking of the wire seals on fire hoses or fire water from said hoses or valves, for purposes other than extinguishing a fire. The Grantee of Berth shall immediately report any broken seals to the Manager of Terminal Operations.</p>	204

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>PROHIBITED ACTIVITIES...continued</p> <p>E. Unauthorized storage of gasoline, distillate, or any liquid petroleum products other than lubricating oils or kerosene in the wharf warehouse. Gasoline, distillate or liquid petroleum products will be permitted to be received on a wharf for a vessel at the dock, but shall not be permitted to remain on the dock overnight, nor be placed in close proximity to cotton, flour, or other contact-sensitive freight. Packages in a leaky condition shall not be permitted to be placed upon the wharves for shipment; such packages received as inbound cargo shall be removed from the wharf at once.</p> <p>F. Storage or overnight parking of automobiles or trucks in or on the wharves, except as otherwise provided herein. The housing of gasoline-operated truck lifts and similar equipment may be permitted only after an inspection and receipt of written permission from the Manager of Terminal Operations.</p> <p>G. Operating any vehicle on any wharf when, in the discretion of the Manager of Terminal Operations, the vehicle interferes with the efficient operation of the wharf.</p> <p>H. Dumping of oil, oily wastes, or grease, or securing materials such as steel bandings, wire rope, and dunnage into the waters of the Chalmette Slip. Engaging in this activity shall be in violation of National, State, and Port laws and ordinances.</p>	<p style="text-align: center;">204 cont.</p>

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>PROHIBITED ACTIVITIES...continued</p> <p>I. Blowing tubes with blowers or mechanical process or emitting dense smoke by any vessel within the corporate limits of the St. Bernard Parish.</p> <p>J. Obstructing and facility by any stevedore grantee, use of facility by stevedore's tools, vehicles, shore cranes, floating equipment, other equipment, material, debris, or any other objects which are not part of cargo is strictly prohibited.</p> <p>Should violation of this regulation result in impediment, delay, standby, or loss, or production of any vessel and/or terminal activity, violators will be held fully liable for all cost and legal fees associated, plus a fifteen percent (15%) penalty of all associated costs for administrative processing.</p> <p>K. Failing to maintain ten (10) feet clearance from the nearest rail or any railroad, the obstruction of the free passage of any rail car, and endangering the safety of the rail cars or operating personnel. Engaging in this activity shall be in violation of the Norfolk Southern Corporation.</p> <p>L. Vessel operations that exceed load limits and strains posted on or in the wharf, or otherwise designated by ATSB.</p>	<p align="center">204</p> <p align="center">cont.</p>

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>PROHIBITED ACTIVITIES...continued</p> <p>M. Oxyacetylene, electric, or any other welding or burning or other "hot work" involving use of any open flames or heat on a wharf or inside any shed or covered facility operated or administered by ATSB unless a current permit is issued by the U.S. Coast Guard is obtained and posted at the site where any cutting, welding, fumigating, shrink-wrapping of any materials with a system involving an open flame or any other "hot work" is to be performed.</p> <p>The provisions of 49 CFR 176.54 and 33 CFR 126.15 are applicable to vessels and facilities respectively where dangerous cargo is involved.</p> <p>NOTE: Any person engaging in activities listed above may be in violation of the Port Authority, City, State, or National Ordinances, which are punishable by a fine not more than \$500.00 and/or six (6) months imprisonment, at the discretion of the Court.</p>	<p>204</p> <p>cont.</p>
<p>FIRE SIGNAL</p> <p>Where fire occurs on board any vessel moored, docked, or affixed in any fashion to facilities under the jurisdiction of ATSB, the vessel shall sound five (5) prolonged blasts of the whistle or siren, each blast to be four to six (4 - 6) seconds duration. Such signal may be repeated at intervals to attract attention and shall be used in addition to other means of reporting a fire.</p>	<p>206</p>

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>CLEANING OF WHARF</p> <p>It is the responsibility of the vessel and Grantee of Berth or in instances of outside operators functioning as set forth in this tariff to promptly clean, promptly, the wharf upon completion of loading/unloading operations. All dunnage, trash, or debris must be removed and the wharf must be placed in a sanitary condition. Failure to maintain such state of cleanliness and sanitary condition shall entitle ATSB, at its discretion, on one hour's notice, to clean the area with either private contractors or with ATSB employees.</p> <p>The Grantee or vessel responsible for cleaning shall be obligated to pay to ATSB the actual cost plus \$1,200.00 as a penalty.</p>	208
<p>MINIMUM INSURANCE REQUIREMENTS</p> <p>Grantees of Berth or in instances of outside operators functioning as set forth in this tariff shall be responsible for furnishing to ATSB evidence of insurance coverage including, but not limited to Workers' Compensation insurance, a policy of not less than \$500,000 and whenever applicable protection under the Jones Act and under general maritime law in the amount of not less than \$1,000,000; Comprehensive General Liability Insurance and Stevedore and Terminal Operator's Liability Insurance of not less than \$8,000,000, and such other insurances, in such form and with minimum limits as ATSB may require, depending on the type of work being performed.</p> <p>Failure to obtain and retain or submit evidence of the insurance coverages required by ATSB shall constitute cause for denying the use of facilities. This evidence shall be in the form of a current, valid certificate of insurance.</p>	210

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>DAMAGE TO ATSB PROPERTY</p> <p>A. In the event any damage is caused to ATSB and/or Port properties, the vessel or parties causing such damage, and the vessel or parties to whom such property has been assigned, or who are using or occupying same under any provision of the ATSB tariff, including instances of outside operators functioning as set forth in this tariff, shall give a full report to ATSB, including the date and time the damage occurred, a description thereof, the names, addresses, and business connections of such vessels or parties causing such damage and the witnesses to the occurrence, and all other available pertinent facts and information.</p> <p>B. Each vessel, her owners, charterers, and agents, to whom any ATSB and/or Port property has been assigned, or whose using or occupying same under any provision of this tariff, shall be held responsible and shall be liable, severally, jointly and in solido, for any and all damage occurring to such property and the expense of the repair or replacement of such property, except as provided in Subparagraph C.</p> <p>C. Any such vessel described in Subparagraph B, above may be released from such liability aforesaid upon furnishing to ATSB sufficient facts, evidence, and other proof legally establishing the identity of the party or parties causing, or contributing to the cause of, any damage to such ATSB and/or Port property; provided that the vessel described in Subparagraph B has not contributed to the cause of any such damage. Where the damage to ATSB and/or Port Property is directly caused by any other watercraft, the vessel described in Subparagraph B, may be released from said liability by establishing sufficient facts to show that the damage was not caused by any watercraft operating on or in connection with the business of the said vessel.</p>	<p>214</p>

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>DAMAGE TO ATSB PROPERTY...continued</p> <p style="margin-left: 40px;">D. Where sufficient facts are furnished under Subparagraph C., or the damage ATSB and/or Port property has not been assigned to a vessel, or is not used or occupied by a vessel under any provisions of this tariff, the vessels and all parties responsible for damage to or destruction of ATSB and/or Port property shall be held liable for the expense of the replacement or repair of the property. Such repair or replacement will not be reduced for depreciation and/or replacement.</p>	<p>214 cont.</p>
<p>ATSB HELD HARMLESS</p> <p style="margin-left: 40px;">Each vessel, her owners, charterers, and agents, or any outside stevedore or contractor to whom ATSB and/or Port property has been assigned or allowed use of, or who are using or occupying same under any provision of this tariff, shall be responsible for and shall be liable for, severally, jointly and in solido, or in instances of outside operators functioning as set forth in this tariff shall be responsible for, and take over and administer, any and all claims in any manner arising out of or connected with the performance of loading/unloading services by such User of Berth, or in instances of outside operators functioning as set forth in this tariff including, but not limited to, any and all claims for bodily injury, death, or property (including cargo) damage, loss, or shortage and/or for detention, demurrage or delay and shall defend, indemnify, and hold harmless ATSB and or Port from and against any and such claims, provided, however, that this provision will not relieve ATSB from any liability which may arise out of its gross negligence.</p>	<p>216</p>

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>RESPONSIBILITY FOR LOSS OR DAMAGE TO CARGO</p> <p>Shippers or receivers of cargo, the vessel, her owners, charterers, and agents, or in instances of outside operators functioning as set forth in this tariff, must protect such cargo from loss or damage from any cause, including but not limited to, loss or damage from pilferage, rodents, insects, shrinkage, wastage decay, seepage, heat, cold, evaporation, fire, leakage, or discharge from sprinkler system, rain, floods, or the elements, defects or leaks in or around building or other structures, war riots, strikes, civil commotion, acts of third persons, or other causes whatsoever, provided however that this provision will not relieve ATSB from any liability which may arise out of its own gross negligence.</p>	218
<p>SUBSTANCE ABUSE POLICY</p> <p>ATSB recognized the severity and gravity of the national substance abuse crisis. While widespread substance abuse is a threat to the general health and morals of the public, in the workplace it frustrates the achievement of safety, performance, and productivity goals. In an effort to assist in controlling the scope and effect of substance abuse in the port, ATSB has adopted a substance abuse policy to maintain safety, productivity, and quality standards amongst employees. ATSB recognizes the importance of employee education and rehabilitation regarding substance abuse and has adopted an Employee Substance Abuse Policy to that end.</p> <p>It is similarly the goal of ATSB to provide a safe workplace for all those employed on property under the jurisdiction of ATSB. No person by whoever employed may work on properties under the jurisdiction of ATSB while under the influence of alcohol or illegal drugs. Each employer of individuals in the instances of outside operators functioning as set forth in this testing and drug testing on reasonable suspicion of intoxication and which provides for appropriate subsequent action. All employee drug tests shall be conducted in compliance with applicable Federal and State laws.</p>	220

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p>RESPONSIBILITY FOR RAILROAD CLEARANCE Each vessel, her owners, charterers, agents, or in instances of outside operators functioning as set forth in this tariff, or outside stevedores allowed use of any facilities under the jurisdiction of ATSB, or who is using or occupying the same under any provision of this tariff, shall be responsible severally, jointly, in solido for the maintenance of clearances of ten (10) feet from the center line of any railroad tracks, in order to comply with railroad clearance requirements for switching.</p>	222
<p>WAIVER OF SUBROGATION UNDER FIRE POLICIES ATSB waives and relinquishes any and all claims, demands, actions, and rights of action, which it may hereafter have or acquire against any person for or on account of any loss or damage to ATSB and/or Port property covered by a berth assignment, or by berth privilege, resulting from fire or explosion, to the extent only that the same is covered by policies of insurance carried by ATSB and to the extent only that this waiver does not vitiate such insurance under the terms thereof. The word "person" includes the grantee of a berth assignment, the holder of a berth privilege, their agents, employees, and principals, the vessel or craft using the wharves or other facilities in connection with the business of such grantee or holder, her owners, charterers, operators, and agents as well as the contracting stevedores and other subcontractors of any of the foregoing, and all others entering upon or using such wharves or other facilities in connection with the business of any of the foregoing and the underwriters of each of the foregoing. Nothing herein shall affect loss by or injury to anyone other than ATSB.</p>	224

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Section II... continued
General Rules and Regulations... continued

APPLICATION	ITEM
<p style="text-align: center;">AUDIT OF MANIFESTS AND OTHER DOCUMENTS</p> <p>The vessel, her owners, charterers, and agents, Grantees of Berth Privilege, or in instances of outside operators functioning as set forth in this tariff, shall permit ATSB access to all cargo documents including but not limited to, cargo manifest, delivery tickets, dray receipts, batch lists, or invoices for services and furnish to ATSB such other documentation, reports or information as it may require, for purpose of audit so as to secure necessary data to permit correct billing for charges incurred under this tariff. Failure to provide such information upon request will constitute cause for denial of use of ATSB facilities.</p>	226
<p style="text-align: center;">HANDLING OF CLASS ONE EXPLOSIVES</p> <p>Persons desiring to handle, load, transport or discharge commercial Class One (Class "1") or military explosives shall file a written application with the MTO in accordance with the rules and regulations of the Port, and said application shall be accompanied by all permits or approvals required by applicable local, state, or federal laws, regulations, or ordinances.</p>	228
<p style="text-align: center;">LICENSED INDEPENDENT LIFT TRUCK OPERATORS</p> <p>Persons who only provide loading and unloading services shall not be permitted to utilize, or operate, at ATSB facilities.</p>	230
<p style="text-align: center;">REGULATION OF MOTOR VEHICLE TRAFFIC</p> <p>The Manager of Operations has authority to regulate motor vehicle traffic on all ATSB leased facilities and to publish specific regulations for the operation of motor vehicles on all ATSB facilities.</p>	232

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**Section III
Use of Facilities**

APPLICATION	ITEM
<p>APPLICATION FOR BERTH</p> <p>Persons desiring a berth must apply to ATSB (on forms furnished by ATSB) not less than 48 hours in advance of the proposed time of use. If space is available, ATSB will notify the applicant of a berth assignment by returning a signed copy of the application with the proposed assignment noted thereon. The application and berth assignment shall constitute a contract by ATSB and applicant.</p> <p>Should the vessel which has filed an Application for Berth be ordered to berth and refuse such berth for any reason, refiling will be required in accordance with the provisions of this Tariff. ATSB has the sole discretion to approve and accept the Application for Berth once received.</p>	<p align="center">300</p>
<p>GROSS TONNAGE, (GRT)</p> <p>The term Gross Tonnage, Gross Registered Tonnage, or Gross Tons with respect to vessels engaged in foreign, coastal, or intercoastal trade shall be the tons appearing in Lloyd's Register as the official gross tonnage of the vessel. When two gross tonnages are assigned to certain vessels in association with a Tonnage Mark on the vessel's sides, the higher figures will be applicable in determining gross tonnage for the purpose of assessment of charges under this tariff.</p>	<p align="center">302</p>
<p>LENGTH OVER ALL, (LOA)</p> <p>In the event of a dispute regarding the registered length of a vessel, as appearing in Lloyd's Register, ATSB reserves the right to actually measure said vessel for purpose of determining its over-all length.</p>	<p align="center">304</p>
<p>COMPUTATION OF TIME</p> <p>All charges are based on straight running time, expressed under 24 hour clock, or fraction thereof, except where otherwise stated. A day shall commence when the vessel arrives at her berth.</p>	<p align="center">306</p>

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**Section III
Use of Facilities**

APPLICATION	ITEM
<p>FAILURE TO VACATE BERTHS</p> <p>ATSB shall have the right, in its sole discretion, for any reason it shall determine desirable, without waver of any rights ATSB may have, to order, without cause, the vessel to vacate the berth at any time. Should the vessel fail to vacate the berth, the vessel shall pay, upon demand, the rate of \$2,500.00 per hour. Such damages will commence one hour after ATSB issues its order, either verbally or written, to vacate the berth and shall be assessed continuously until the vessel physically vacates the berth. In addition, all costs and expenses in connection with the moving of the vessel, but not limited to attorneys fees and expenses incurred by ATSB, shall be for the account of the vessel.</p>	310
<p>STEVEDORE USE FEE</p> <p>All persons allowed use of ATSB facilities for the purpose of performing stevedoring or terminal services, pursuant to an application filed in accordance with item 300, may be assessed a Terminal Use Fee of \$12.00 per net ton. The use of ATSB facilities for these purposes shall be deemed an acknowledgement and acceptance of the terms, conditions and obligations contained herein.</p> <p>The fee, due solely by the party performing the service(s), is in addition to any other charge(s), including any Port tariff charges, and shall be based on the number of net tons of all cargo handled at the facility.</p>	312
<p>DUNNAGE USE FEE</p> <p>A fee of \$1.00 per ton applies on all cargo that requires dunnage in order to be stacked in the terminal warehouse or laydown area.</p>	313

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**Section III
Use of Facilities**

APPLICATION	ITEM																																								
<p>DOCKAGE CHARGES (GRT)</p> <p>Charges will be assessed against bulk cargo vessels working bulk cargo (loose or bags) to/from barges or to/from dock when bulk is the sole commodity, or general cargo vessels working cargo solely between vessel and barges.</p> <p>The rate assessed will be sixty (60) cents per GRT, for the first twenty-four (24) hours and each succeeding twenty-four (24) hours, or fraction thereof if such fraction is more than three (3) hours. Gross Registered Tonnage is basis on the Gross Tonnage of ships as shown in current "Lloyd's Register of Ships".</p> <p>Minimum charge: \$5,000.00 per 24-hour day or fraction</p>	<p align="center">314</p>																																								
<p>DOCKAGE CHARGES (LOA)</p> <p>The following schedule of Dockage shall apply on a 24 hour day basis, or fraction thereof:</p> <table border="1"> <thead> <tr> <th>LOA in feet</th> <th>Regular Dockage</th> <th>Sheddage</th> <th>Special Dockage</th> </tr> </thead> <tbody> <tr> <td>0-199</td> <td>\$1.90</td> <td>\$0.24</td> <td>\$4,000.00</td> </tr> <tr> <td>200-299</td> <td>\$2.12</td> <td>\$0.54</td> <td>\$4,000.00</td> </tr> <tr> <td>300-399</td> <td>\$2.63</td> <td>\$0.83</td> <td>\$4,000.00</td> </tr> <tr> <td>400-499</td> <td>\$4.10</td> <td>\$1.16</td> <td>\$4,000.00</td> </tr> <tr> <td>500-599</td> <td>\$6.01</td> <td>\$1.50</td> <td>\$4,000.00</td> </tr> <tr> <td>600-699</td> <td>\$7.39</td> <td>\$1.93</td> <td>\$4,000.00</td> </tr> <tr> <td>700-799</td> <td>\$9.06</td> <td>\$2.45</td> <td>\$4,000.00</td> </tr> <tr> <td>800-899</td> <td>\$9.28</td> <td>\$2.60</td> <td>\$4,000.00</td> </tr> <tr> <td>900-over</td> <td>\$10.01</td> <td>\$2.85</td> <td>\$4,000.00</td> </tr> </tbody> </table> <p>Regular dockage charges assessed, pursuant to this provision, will be determined by multiplying the vessel length overall (See Item 304) by the applicable rate. Not applicable when Item 302 is applicable.</p>	LOA in feet	Regular Dockage	Sheddage	Special Dockage	0-199	\$1.90	\$0.24	\$4,000.00	200-299	\$2.12	\$0.54	\$4,000.00	300-399	\$2.63	\$0.83	\$4,000.00	400-499	\$4.10	\$1.16	\$4,000.00	500-599	\$6.01	\$1.50	\$4,000.00	600-699	\$7.39	\$1.93	\$4,000.00	700-799	\$9.06	\$2.45	\$4,000.00	800-899	\$9.28	\$2.60	\$4,000.00	900-over	\$10.01	\$2.85	\$4,000.00	<p align="center">316</p>
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**Section III
Use of Facilities**

APPLICATION	ITEM
<p>DOCKAGE CHARGES (LOA) Vessels requesting a change in status resulting in a higher dockage rate shall be assessed such rate effective the date of the change. The effective date of a change in dockage rates for vessels requesting a change in status resulting in lower rates shall be granted 24 hours after the request for such change.</p>	316 (con't)
<p>SHEDDAGE AND/OR MARGINAL TRACK USAGE A vessel, including vessels moored outside of vessels lying at the wharf, using a shedded wharf and/or marginal tracks shall be assessed a sheddage and/or marginal track usage charge as shown in Item 316 of this tariff. This one time charge shall be in addition to the dockage charges.</p>	318
<p>SPECIAL DOCKAGE RATE Vessels may be permitted to berth when neither loading or discharging of cargo. Beginning on arrival of the vessel at berth, the Special Dockage Rate shall be assessed continually for each twenty-four (24) hours, or fraction thereof, and said charges shall end when vessel departs the berth or charges in status to a higher dockage charge, see Item 316.</p>	320
<p>DEMURRAGE ON VESSELS ATSB, as MTO, does not assume responsibility for demurrage to vessels under any circumstance. This item is not to be construed as requiring any user of facilities or premise to indemnify ATSB for any portion of percentage of losses, if any, caused by the gross negligence of ATSB, its' agent or employees.</p>	322
<p>FRESH WATER A charge for water shall be assessed at the rate of of \$3.00 per short ton, with a \$500.00 fee for connect and di disconnect.</p>	324
<p>PROVISION OF GANGWAY For all vessels berthing within the Chalmette Slip, ATSB will provide a safe working gangway for the purpose of embarking and deembarking the vessel. All gangway fees are soley for the account of the vessel.</p>	325

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**Section III
Use of Facilities**

APPLICATION	ITEM
LINE HANDLING ATSB requires line handlers that will be provided by ATSB for berthing and departure of ALL vessels and ocean barges. Refer to the Berth Application for line handling information or call the Terminal Office for information and current rates.	326
HARBOR TUGS ATSB will provide harbor tugs for berthing and departure of ALL vessels and ocean barges. A MINIMUM of one tug is required for berthing and departure. ATSB reserves the right to amend the number of tugs requested. Refer to the Berth Application for harbor tug information or call the Terminal Office for information and current rates.	327
SHIFTING OF VESSELS In the event it becomes necessary, in order to facilitate navigation or commerce, or for the protection of other vessels or property, the MTO is authorized to order and enforce the removal of such vessel at its own expense to such a place as the MTO may direct. If a vessel must be shifted to make way for another vessel, the cost shall be to the account of the vessel who benefits by the move. Upon the failure or refusal of the person in charge of such vessel to change the position as directed, the MTO is authorized and under a duty to board such vessel with any necessary assistance and change the position thereof at the expense of such vessel.	328
BUNKER CHARGE All vessels receiving bunkers from a barge while moored at ATSB facilities will be assess a charge of \$4,000.00. Bunker intentions must be noted on the berth application.	329
PROJECT CARGO SPACE UTILIZATION AGREEMENTS ATSB facilities may be made available for the import or export of project cargoes at the daily rate of \$50,000.00. (Subject to Terminal Operators approval)	330

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**Section IV
Cargo Charges**

APPLICATION	ITEM
<p>WHARFAGE CHARGES</p> <p>Wharfage charges, based on Item 402, shall be assessed on all cargo or freight whether of foreign or domestic origin, including mail:</p> <p>A. Which is placed onto, transferred over or under wharves for handling to or from vessels; or</p> <p>B. Which is delivered to or received from vessels by other watercraft: when said vessels are occupying berths or moored outside other vessel(s) occupying a berth.</p> <p>Wharfage is solely the charge assessed against the cargo and does not include charges for any other service.</p> <p>When cargo is placed on the wharves for outbound movement and is not subsequently loaded aboard a vessel but is removed from the wharves, the applicable wharfage shall be assessed.</p> <p>EXCEPTION</p> <ol style="list-style-type: none">1. Ship's stores and fuel intended for a vessel's own use.2. Restowed cargo discharged and subsequently reloaded aboard the same vessel.	400
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**Section IV
Cargo Charges**

APPLICATION	ITEM
<p>GENERAL AND SPECIAL WHARFAGE RATES</p> <p>The rate of wharfage on all commodities shall be per net ton or fraction as indicated below:</p> <p>For vessels berthed to load or discharge cargo solely to or from a dock, wharfage for all commodities (excepting dry bulk) shall be to or from dock\$ 3.00 per Net Ton</p> <p>For vessels berthed to load or discharge cargo both to dock and barges, wharfage for all commodities (excepting dry bulk) shall be: to or from dock..... \$ 3.00 per Net Ton to or from barges..... \$ 3.00 per Net Ton</p> <p>Dry bulk commodities discharged to barges in conjunction with the loading or discharge of non-bulk commodities: to or from barges..... \$ 0.50 per Net Ton.</p> <p>Wharfage charges will NOT be imposed on general cargo when GRT dockage is applicable as provided in Item 314</p> <p>NOTE 1 - Cargo of a single shipper or receiver shall be subject to the assessment, solely by the vessel's agent, of a minimum wharfage billing charge of \$35.00 per ship's manifest.</p> <p>NOTE 2 - No wharfage shall be assessed on the tare weight of cargo containers when loaded or partially loaded.</p> <p>Dry bulk commodities discharged to or from dock, or between barge and barge/LASH..... \$ 0.50 per Net Ton</p>	<p>402</p>

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**Section IV
Cargo Charges**

APPLICATION	ITEM
<p>COLLECTION AND PAYMENT OF WHARFAGE</p> <p>Wharfage is due by the owners of the commodities on which wharfage is assessed.</p> <p>The collection and payment of same must be guaranteed by the vessels, her owners, charterers, and agents, and the use of a wharf shall be deemed an acceptance and acknowledgement of this guarantee.</p> <p>As compensation to said vessel and/or her agent for timely collection of wharfage, ATSB as its sole option, may pay a collection fee for services rendered on collection of wharfage charges, subject to strict compliance by said vessel and/or her agent to Item 602, Payment of Charges.</p> <p>Within ten (10) working days after completion of all vessel operations the vessel shall render to ATSB certified manifests in printed form. Bills of Lading or documents approved in advance, showing the weight and description of all cargo discharged or loaded by said vessel in the Port of St. Bernard, together with such other information prescribed in forms furnished by ATSB for the purposes of computation and assessment of its tariff charges and maintaining records.</p> <p>A penalty of \$100.00 per day, not to exceed \$1,000.00, shall be assessed against said vessels, her owners, charterers, and agents should they fail to render the cargo documentation in the form and within the period provided herein.</p>	404
<p>TERMINAL USE FEE</p> <p>For vessels berthed under GRT dockage status for the purpose to load or discharge cargo solely to or from barge, a Terminal Use Fee will be assessed for all commodities (excepting dry bulk) at a rate of \$0.24 per ton.</p>	405

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Section V

APPLICATION	ITEM
<p>DOCKAGE CHARGES FOR INLAND WATERCRAFT Inland watercraft shall be assessed dockage charges, based upon the registered length, at the following rates per vessel, per day, or fraction.</p> <p>175 feet and under \$56.35 Over 175 ft to 200 ft.... \$84.77 Over 200 ft to 250 ft ... \$142.09 Over 250 ft \$169.54</p> <p>Exception: Tugs or towboats landing tows will be exempt from dockage charges provided they do not remain at the ATSB facilities longer than is necessary to land tows.</p> <p>Inland barges transporting project cargoes shall be assessed special dockage at rates pursuant to terms which are subject to negotiations.</p> <p>Ocean barges or other non-propelled vessels may be assigned berths at rates pursuant to terms which are subject to negotiation without regard to its registered length.</p>	<p align="center">500</p>
<p>DOCKAGE OF VESSELS MOORED OUTSIDE OF VESSELS Vessels moored outside of vessels lying at ATSB facilities will be subject to the same charges as though moored to the ATSB facilities.</p>	<p align="center">502</p>
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**Section VI
Credit/Payment Procedures**

APPLICATION	ITEM
<p>EXTENSION OF CREDIT</p> <p>ATSB as its option and subject to termination at its election, may at any time or from time to time extend credit to any user or other person conducting business with ATSB. This extension of credit shall be pursuant to provisions of this tariff, or amendments thereof, by such user or other person establishing and maintaining single transaction annual surety bond with one hundred twenty-five percent (125%) of maximum liability per single transaction or annual maximum liability. The form and content of such bond must be acceptable to ATSB's chief financial officer. Further extension of credit may be suspended or terminated by ATSB subject to establishment of added or extended credit acceptable to ATSB's chief financial officer. Extension and continuation of said credit shall be conditions outlined in Section VI Item 602 (Payment of Charges) of this tariff. Furthermore ATSB reserves the right, at its sole discretion, to request funding in advance, prior to vessel arrival.</p>	600
<p>PAYMENT OF CHARGES</p> <p>All charges incurred under the provisions of this tariff are due upon receipt of said services unless satisfactory credit has been previously established by the customer with the ATSB's chief financial officer. If credit is extended, all tariff charges must be paid in full within thirty (30) days from the date of the invoice. Customers with account balances older than thirty (30) days will be classified as delinquent. Any delinquent customer shall immediately and automatically have credit privileges revoked.</p> <p>Furthermore, account balances greater than sixty (60) days old shall be classified as extremely delinquent and said customer shall lose any collection fee than that may have been credited for the timely remittance of the outstanding tariff charge.</p>	602

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**Section VII
Credit/Payment Procedures**

APPLICATION	ITEM
<p>CHANGES IN CREDIT STATUS</p> <p>ATSB shall notify customers by certified mail of any change in credit status. It is the customer's responsibility to provide by certified mail, one customer contact name and the correct mailing address of the chief financial officer. It is the customer's obligation to keep this information valid and current. In all other cases, ATSB is under no obligation to contact the customer on any changes in credit status.</p>	604
<p>DELINQUENT LIST AND CHARGES</p> <p>All parties subject to the provisions of this tariff placed on the delinquent list shall immediately be denied further use of all ATSB facilities until all delinquent invoices are paid in full. Delinquent invoices are subject to an annual interest of twelve percent (12%), or a minimum charge per invoice of \$5.00, whichever is greater.</p> <p>Should it become necessary to retain a third party collection service with respect to delinquent invoices, an additional charge of five percent (5%) of the balance of each invoice outstanding, with a minimum charge per invoice of \$100.00, shall apply to cover the cost of the collection effort.</p>	606
<p>VALIDITY OF CHARGES</p> <p>Should there be any questions with regard to the validity of any invoices issued by ATSB, the matter must be reduced to writing and sent certified mail to ATSB., Accounts Receivable Department, 1342 Highway 44, Reserve, Louisiana 70084, within thirty (30) days after presentation of the invoice in question. Any invoice not questioned within this thirty (30) day period will be considered valid and final.</p>	608

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