



ARANSAS TERMINAL COMPANY

MARINE TERMINAL REGULATIONS

Firms Code: SDH 8

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1 USE OF THE ARANSAS TERMINAL FACILITIES

1.1 General

(a) Binding Agreement. Use by a Vessel of the Terminal or services covered by these Terminal Regulations constitutes evidence of an agreement on the part of the Vessel to be subject to and bound by all the rules, regulations, and obligations stated herein.

(b) Conflicts. These Terminal Regulations and procedures herein are not intended to supersede or replace Applicable Laws; it is the responsibility of the Vessel's Master to be familiar with and comply with all Applicable Laws. When a conflict exists between the Terminal Regulations and such Applicable Laws, then the latter shall govern and control. In all circumstances, the Master of any Vessel shall remain responsible for the safety and safe navigation of the Vessel and for compliance with all Applicable Laws as to the operation, maintenance, and condition of the Vessel. These Terminal Regulations shall prevail over any other standard terms and conditions that the Vessel generally asserts as controlling its activities.

(c) Port Jurisdiction. The Terminal is not within the jurisdiction of the Port Authority; however, the Terminal is within the Port of Corpus Christi boundaries. Therefore, a Vessel is subject to any such applicable rules issued by the Port Authority, independent and apart from and in addition to the Vessel's obligations to Terminal Operator under these Terminal Regulations.

(d) Force and Effect. These Terminal Regulations are in full force and effect and shall apply to any activity at the Terminal from and after the date set forth above. Terminal Operator may, from time to time, revise, amend, or replace these Terminal Regulations. That right and any other right, consent, approval, acceptance, rejection, order, determination, or other action required by, reserved to, or otherwise contemplated to be taken by the Terminal Operator under these Terminal Regulations shall be at and within the sole opinion, judgment or discretion of the Terminal Operator, unless otherwise expressly provided.

(e) Marine Terminal Operations Manual. Terminal Operator will have the right to publish and enforce rules, policies, and procedures (the "Marine Terminal Operations Manual") that will apply to the operations and conduct of the Vessel at or near the Terminal, and all loading of Product to or from the Vessel at the Terminal. The Vessel shall be subject to and bound by all the rules, policies, and procedures stated in the Marine Terminal Operations Manual. Terminal Operator reserves the right to amend, supplement, modify or otherwise change the Marine Terminal Operations Manual, from time to time, in its sole discretion.

1.2 Use Restrictions

(a) Loading and Unloading. Vessel agrees to comply with the Terminal Operator's protocol for commencing and ceasing cargo loading from or onto a Vessel.

(b) No Stowaways. The Vessel shall be liable and responsible for any and all Losses against or incurred by Terminal Operator due to a stowaway aboard such Vessel. Such Vessel shall be

deemed to have caused and be responsible for all costs associated with any breach of security at the Terminal due to a stowaway, including the cost to apprehend, detain, and deport any stowaway.

(c) No Washing. No Vessel shall wash the exterior of the Vessel or any cargo tanks on the Vessel while moored at the Terminal or within the navigable waters associated with the Terminal without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion.

(d) No Discharge; Permitted Deballasting. No Vessel shall discharge any liquids, including ballast water, and/or slops, including oily water, onto or into the Terminal or any vehicles thereon. Vessel shall be liable for any and all Losses caused by its discharge of liquids or water at, onto, or into the Terminal. No Vessel shall discharge any liquids (excluding segregated ballast water) and/or slops, including oily water, at or into any immediately surrounding waters in contravention of any Applicable Laws, or without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion.

(e) Bunkering. No bunkers, diesel fuel, oils, refined products or chemicals (e.g., cleaning or degreasing chemicals) may be received or taken aboard by, or taken off of, a Vessel moored at the Terminal without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion. *Bunkers are expressly prohibited from being delivered within the Aransas Terminal by barge.* In the event the Terminal Operator provides its consent for a Vessel to engage in bunkering, VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH BUNKERING ACTIVITY, UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TERMINAL OPERATOR.

(f) Repairs. No repairs, whether to the exterior or interior of the Vessel, (1) that would impede the movement of the Vessel, including repairs to engines, propellers or the hull, (2) to any electronic equipment, (3) that require hot work, (4) that otherwise affect safety at the Terminal, or (5) that require the loading of repair equipment and/or supplies from the Terminal onto the Vessel, shall be undertaken by the Vessel while moored at the Terminal or within the navigable waters associated with the Terminal without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion. In addition, no painting of the exterior of the Vessel shall be undertaken by the Vessel while moored at the Terminal or within the navigable waters associated with the Terminal without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion.

(g) No Nuisance Created by Vessels. While moored at the Terminal or within the navigable waters associated with the Terminal, no Vessel shall emit smoke, steam, or noise or clean its boiler tubes by blowing or other means or emit any other emissions in violation of any permits applicable to the Terminal or Applicable Laws, in each case as determined by Terminal Operator in its sole discretion.

(i) Loading of Food and Supplies. Vessel shall not be permitted to have delivered to the Terminal and to load from or onto the Terminal food and other supplies without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion.

(j) Water. Terminal Operator may, in its sole discretion, make supplies of water available to Vessel at the rates and terms posted in tariff. Terminal Operator makes no representations or warranties regarding whether such water supply is potable, and Vessel assumes full responsibility and liability for ensuring that any water sold by Terminal Operator and loaded onto the Vessel hereunder is cleaned by Vessel to the Vessel's standard of potability.

(k) Crew Member Entrance/Exit. All crewmembers disembarking from a Vessel onto the Terminal or entering a Vessel from the Terminal shall adhere to the procedures and requirements of the Terminal Operator, as they exist from time to time. Vessel shall be provided a copy of the then-current procedures upon request. It shall be Vessel's sole responsibility to ensure that all crew members entering the Terminal are familiar with such Terminal Operator procedures and requirements.

(l) Service Providers. Service providers must execute a facility access agreement and provide proof of insurance coverage required therein before performing work at the Terminal.

(m) HOT WORK. The use of an open torch or flame at or near the docks is strictly prohibited except under the supervision of a qualified marine chemist AND with the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion.

2 BERTHING

2.1 Berth Scheduling

(a) Berth Availability.

1. The specifications and any restrictions for the berths at the Terminal, as may be amended from time to time by Terminal Operator in its sole discretion, are listed in the published Berth Specifications. Terminal Operator shall exercise due diligence to provide a safe berth at the Terminal to which it has directed a Vessel to proceed to and depart from, and where the Vessel can always lie afloat under normal conditions consistent with those specifications. If a Vessel cannot, in Terminal Operator's sole discretion, maintain her moorings safely at the applicable berth, then the Vessel shall be deemed to have caused the need for additional protections and Terminal Operator may order hold-in tugs in its sole discretion, and any risk and expenses related to such tugs shall be solely for the Vessel's Account.

2. Notwithstanding anything contained in these Terminal Regulations to the contrary, Terminal Operator does not warrant the safety or suitability of any of the facilities at the Terminal, nor the safety or draft of any public channels, fairways, approaches thereto, anchorages or other publicly- maintained areas either inside or

outside the Terminal where the Vessel may transit or be directed, and Terminal Operator shall have no liability in respect thereof or therefor.

(b) Berth Assignment. Terminal Operator will assign a specific berth for each designated and confirmed Vessel prior to the actual arrival of the Vessel at the Terminal, and the Vessel shall comply with such berth assignment. The Vessel shall arrange and pay for the mooring and line-handling services for the Vessel at the Terminal. The Vessel shall also arrange and pay for any tug assistance required in connection with the Vessel's mooring at the Terminal. The mooring arrangements for the Vessel (including any necessary de-ballasting of the Vessel) shall, at all times, be able to maintain a safe mooring of the Vessel and be capable of withstanding prevailing winds, currents, tides, and other forces of nature, without applying undue loads on any shoreside moorings, tackle, or equipment at the Terminal. Terminal Operator may provide binding instructions for the mooring arrangements of the Vessel at the assigned berth, but in no event shall such instructions by Terminal Operator give rise to any duties, obligations, or liabilities of Terminal Operator owing to the Vessel or any other person or entity.

(c) Vessel Mooring Equipment. Any Vessel that seeks to moor at the Terminal warrants that mooring equipment sufficient for the Vessel's size and particulars, including winches, ropes, and lines of sufficient number and adequate size and strength, will be present onboard the Vessel and in good condition and working order to ensure that the Vessel is properly and safely moored at the applicable berth, with the Vessel breasted against the breasting or mooring structure(s) as closely as possible and with mooring lines taught at all times. At the applicable berth, mooring lines shall only be placed on mooring structures provided for the purpose of mooring vessels, and shall not be made fast in any way to any other portion of the Terminal, including supporting piles, fender piles or barge mooring cleats. If, in the sole opinion of Terminal Operator, the available mooring equipment on the Vessel is insufficient to safely moor the Vessel at the applicable berth, then such Vessel shall be deemed to have caused the need for additional mooring equipment and Terminal Operator shall have the right (but not the obligation) to place additional mooring equipment onboard the Vessel. Any costs or expenses for the purchase, rental and/or installation of such additional mooring equipment onboard the Vessel shall be solely for the Vessel's Account. The Vessel shall not, except in emergency situations, use her anchors while moored at the Terminal, alongside the Terminal, or within the navigable waters associated with the Terminal, and the anchors must be in their raised position while the Vessel is moored at the Terminal.

(d) Shifting. Terminal Operator shall have the right to shift a Vessel from one berth to another. If Terminal Operator elects to order a Vessel to shift from one berth to another due to a mechanical or equipment problem on the Vessel, safety of the Vessel or other vessels due to the impacts or pending impacts of a named storm, or because the Vessel has exceeded its contractually allotted time at the berth (each of which is deemed to have been caused by the Vessel), all costs and expenses incurred in such shifting of the Vessel shall be solely for Vessel's Account. In the case of failure or neglect of the Vessel to comply with such order, Terminal Operator has the right to cause the Vessel to be moved or removed from the applicable berth as ordered, and in those circumstances the full cost, expense and risk of such shifting shall be solely for the Vessel's Account.

(e) Removal. Whenever, in the sole opinion of Terminal Operator or at the direction of the Port's Harbormaster, it is deemed necessary for the protection and safety of the Vessel or other vessels or the Terminal, that the Vessel be removed to another location, such Vessel shall be deemed to have caused the need for such removal, and Terminal Operator may order and enforce the removal of the Vessel to such place as may be assigned by Terminal Operator or the Port's Harbormaster. Any cost or expense incurred in such removal activities shall be solely for the Vessel's Account. If a Vessel has exceeded its contractually allotted time at a berth, the Terminal Operator may order and enforce the removal of the Vessel from the berth to the Anchorage Area or another location, and any cost or expense incurred in such activities shall be solely for the Vessel's Account. In the case of failure or neglect of the Vessel to comply with any removal order issued pursuant to this Section 2.1(e), Terminal Operator has the right to cause the Vessel to be removed from the applicable berth as ordered, and the cost, expense, and risk of such activities shall be solely for the Vessel's Account.

2.2 Berthing Priority.

The Terminal Operator shall have sole and absolute discretion on whether and when to accept a Notice Of Readiness (NOR) and permit a Vessel to proceed to berth.

3 VESSEL REQUIREMENTS AND RESTRICTIONS

3.1 Requirements Applicable to All Vessels Seeking to Use the Terminal

(a) Operating Standards. All Vessels shall be crewed, operated and maintained so as to fully comply with appropriate IMO recommendations, as amended from time to time.

4 VESSEL ARRIVAL AND DEPARTURE PROCEDURES

4.1 Vessel Nominations and Pre-Arrival Conditions

(a) Vessel Identification. For a Vessel that will load or unload cargo at the Terminal, not less than five (5) days prior to the scheduled date of the vessel's arrival, the Terminal User shall submit a request to Terminal Operator for acceptance of a particular Vessel. In its request, Terminal User shall furnish, or cause to be furnished to Terminal Operator, data about the Vessel's dimensions, equipment, winches and lines, ETA, confirmation of the intended volume of Product to load on the Vessel, and such other data or documents and answers to any vessel screening and/or security questions that Terminal Operator may reasonably require.

(b) Berth Application. Each Vessel that intends to utilize the facilities and services of the Terminal shall submit by facsimile or email a completed Berth Application at least 72 hours before the first day of the confirmed arrival date for such Vessel. Terminal Operator reserves the right to reject as incomplete any Berth Application on which all required information has not been provided. Initial acceptance by Terminal Operator of a Berth Application, subject to a final inspection of the Vessel once it is moored at the Terminal, shall be evidenced by Terminal Operator's issuance to the Vessel a copy of the Berth Application duly signed by the Terminal Operator. The signing of the Berth Application by the Terminal Operator or the berthing of any Vessel at the Terminal shall constitute a contract by and between the Terminal Operator and the Vessel, and the Vessel thereby agrees to be bound to and abide by these Terminal Regulations, including liability for any fees or other applicable charges.

(c) Pre-Berthing Questions. The Vessel shall provide Terminal Operator with answers to any pre-berthing questions at least 48 hours prior to the ETA, or after the Terminal Operator's initial acceptance of the Vessel, whichever is less.

(d) Vessel Acceptance. Acceptance or rejection of the identified Vessel, in each case at the sole discretion of the Terminal Operator, shall be communicated by Terminal Operator to the Terminal User as soon as possible but always within 48 hours, excluding Saturdays, Sundays, and holidays, after receipt of Terminal User's request and the data requested by Terminal Operator pursuant to Section 4.1(a), above; provided, however, that any failure of Terminal Operator to accept or reject a Vessel within such time period shall not constitute an automatic acceptance of such Vessel; provided further, that such initial acceptance shall be subject to Terminal Operator's final inspection of the Vessel once the Vessel is moored at the Terminal. Acceptance of the Vessel shall not constitute a continuing acceptance of such Vessel for any subsequent loading or unloading at the Terminal. Each arrival of a Vessel for loading or unloading at the Terminal requires prior Vessel approval. Notwithstanding anything to the contrary herein, the Terminal Operator may reject or withdraw the acceptance of a Vessel at any time if the Terminal Operator reasonably believes, in its sole discretion, that the Vessel is not in compliance with Applicable Laws, these Terminal Regulations, the Marine Terminal Operations Manual, or is otherwise found unsafe or with an unacceptable condition. Terminal Operator reserves the right to refuse any Vessel that Terminal Operator determines unseaworthy due to damage, distribution of load, draft or lack of freeboard, lists or such other reason for which Terminal Operator determines the Vessel unsuitable for calling upon or conducting activities at the Terminal.

(e) Vessel Substitution. If a Vessel nominated to load or unload at the Terminal is rejected, Terminal User may identify another suitable Vessel for acceptance as provided herein. If a Vessel is accepted, Terminal User may substitute another suitable Vessel, of similar type, size, and characteristics by requesting that it be accepted as a substitute; provided, that such substitute Vessel shall comply with the requirements set forth in Section 4.1(a), above.

(f) ETA Notices. Upon acceptance of a Vessel by Terminal Operator, the Vessel shall promptly notify Terminal Operator in writing, at intervals of 72, 48, 24, 12, 6, and 3 hours prior to the first day of the Vessel's estimated time of arrival at the Dock. The Vessel shall immediately notify Terminal Operator in writing of any deviation in the ETA greater than 2 hours.

(g) Tugboat Tie. With the exception of articulated tug and barge combinations, all incoming and outgoing loaded Vessels must be tied to a tugboat when in the berthing area.

4.2 Notice of Readiness; Late Arrival

(a) Notice of Readiness for Cargo Vessels.

1. For any Vessel scheduled to load or unload Cargo at the Terminal, the Master of the Vessel or her agent shall tender a NOR to the Terminal Operator after the Vessel has arrived at the Anchorage Area and is in all respects ready (including in receipt of all required and valid pre-berth approvals, clearances, and certificates from Governmental Authorities) to proceed to her assigned berth and commence loading, berth or no berth.

2. If the Terminal Operator, in its sole discretion, agrees to accept a NOR before the commencement of the berthage, such agreement must be in writing.

(b) Late Arrival of Vessels Loading or Unloading at the Terminal. If the NOR of a Vessel scheduled to load or unload Cargo at the Terminal is tendered after the assigned berthage arrival time expires, the Terminal Operator may, in its sole discretion, designate for the Vessel a window of time to arrive at a berth, taking into consideration all accepted nominations from other users of the Terminal, berth availability and operational considerations.

(c) Late Arrival of Vessels Layberthing at the Terminal. If a Vessel seeking a layberth at the Terminal fails to arrive within six (6) hours after the arrival ETA indicated in the Vessel's Berth Application, then Terminal Operator may, in its sole discretion, reject the Vessel and, notwithstanding any Berth Application that Terminal Operator may have previously accepted for such lay berth, Terminal Operator shall be under no obligation to accommodate the Vessel at the Terminal or otherwise provide any lay berth or other services to such Vessel.

4.3 Vessel Post-Arrival Events and Conditions

(a) Right to Inspect. Terminal Operator shall have the right to inspect any Vessel to confirm that such Vessel satisfies, and is in full compliance with, the requirements of these Terminal Regulations. Any such inspection of a Vessel (or lack thereof) by Terminal Operator shall not

(i) modify or amend a Vessel's obligations or liabilities under these Terminal Regulations, or

(ii) constitute an acceptance or waiver by Terminal Operator of any Vessel's obligations under these Terminal Regulations.

(b) Vessel Safety.

1. Vessel Manning. Vessel shall make qualified personnel available at all times to monitor and maintain a full-time (24/7) safety, fire, pollution, moorings, and security watch of the Vessel. All such personnel shall be capable of operating all related equipment of the Vessel. The Vessel must be manned at all times by at least one (1) qualified crew member with authority to take charge of the Vessel and carry out the orders of Terminal Operator or the Port's Harbormaster to act in case of emergency. At all times while the Vessel is at the Terminal, the Master and crew of the Vessel shall comply with all Applicable Laws.

2. Protection Against Fire. No welding or "hot work" shall be carried out on or around the Vessel while she is moored at the Terminal without the prior written consent of the Terminal Operator. Any temporary heating equipment, such as space heaters, dryers or heaters for electrical equipment, shall only be used onboard the Vessel with appropriate safety precautions and fire prevention planning undertaken by the Vessel's crew and/or other personnel. The Vessel's fire monitoring and alarm system shall be in good order and in full operating condition at all times while the Vessel is moored at the Terminal.

3. Precautions Against the Vessel Taking on Water. All of the Vessel's overboard valves not in use, and all of the Vessel's sea inlet valves not in use, should be closed at all

times while the Vessel is moored at the Terminal or within the navigable waters associated with the Terminal. The Vessel's bilge alarms shall be maintained in good order and in full operating condition while the Vessel is at the Terminal. Bilge lights to the Vessel's holds, pump rooms, cofferdams and engine room spaces shall be always kept ready for immediate use. The Vessel shall also always maintain sufficient electrical power for her bilge pumps.

4. Availability of Electrical Power. Adequate power for the operation of the Vessel's lights, fire and bilge alarms, fire extinguishing and bilge systems, and for the operation of her windlasses and mooring winches should be available from and always maintained and provided by the Vessel's on-board generation equipment while the Vessel is at the Terminal.

5. Gangway. The Vessel shall be responsible for having and maintaining a safe, strong, and properly secured gangway of adequate length to permit the safe passage of persons to and from the Vessel while she is moored at her assigned berth; however, if Terminal Operator believes that the Vessel's gangway is inadequate, then Terminal Operator shall provide a temporary gangway, at the Vessel's expense. Gangways should be monitored 24/7 by Vessel crew to avoid damage during shifting of the vessel due to strong currents at this dock.

(c) Non-Compliance with Terminal Regulations or Breakdown of Vessel Safety or Environmental Systems. Terminal Operator may order a Vessel to vacate her berth at the Terminal for failure to comply with these Terminal Regulations and/or any Applicable Laws, or any deficiency in the Vessel's safety or environmental systems, represented condition or characteristics, or unsafe action by the Master, crew, or other representative of the Vessel. Such order to vacate by Terminal Operator shall be deemed an order caused by Vessel, and all costs, expenses, and Losses arising from or relating to such non-compliance, including delays resulting from such non-compliance shall be solely for the Vessel's account.

(d) Pollution Control. Terminal Operator may, in its sole discretion, require any Vessels at the Terminal to have deployed around the Vessel additional spill mitigation equipment (including, but not limited to, containment and/or absorbent booms) at any time. The Terminal Operator shall arrange for the deployment of any such equipment and bill the cost of such deployment to the Vessel. Notwithstanding the Terminal Operator's deployment of or the Terminal Operator's failure to arrange for the deployment of any such additional equipment around a Vessel, the Vessel and its crew shall remain and be fully and completely responsible for preventing the release of pollutants during all activities aboard the Vessel and shall be fully and completely liable for any release of pollutants caused by the actions of Vessel or its crew.

4.4 Vacating the Berth at the Terminal

(a) Deadline to Vacate. Except by written prior arrangement, Vessels are allowed three (3) hours after cargo completion to vacate the dock.

(b) Order to Vacate. Whenever a Vessel, in Terminal Operator's sole opinion:

1. Is unable or refuses to load or unload within the allotted time,
2. Is unable or refuses to shift within or between berths,
3. Experiences mechanical failure or other delays in excess of three (3) hours during loading/unloading,
4. Delays departure in excess of three (3) hours past completion of cargo operations or
5. Does not otherwise comply with these Terminal Regulations or
6. If weather conditions threaten the safety of any Vessel berthed or moored at the Terminal and/or the Terminal itself,

the Terminal Operator may order the Vessel to vacate her berth by delivery to the Vessel's Master or agent of a notice to vacate.

(c) **Overage Charge.** If a Vessel refuses or fails to vacate the applicable berth when released or otherwise ordered by Terminal Operator, then the Terminal Operator shall be entitled to charge an overage fee equal to \$2,000.00 per hour (or any part thereof) beginning two (2) hours after notice of release, the order to vacate, or the order to shift berths is given by Terminal Operator and continuing until the Vessel vacates the berth, regardless of any intervening circumstances of any nature. If the Vessel does not timely vacate the berth, in addition to the overage fee, Terminal Operator shall be entitled to all Losses, costs and expenses in connection with the moving of the Vessel, including demurrage charges for waiting vessels, which shall be solely for the Vessel's Account and at the full risk of the Vessel.

(d) **Condition Upon Departure.** Vessel owners, operators, and agents are responsible for cleaning the dock assigned for their use. If User does not clean the property assigned for use, the Terminal Operator will provide labor and equipment to clean such property and charge the responsible person or entity cost plus twenty percent (20%), minimum \$200.00. Without prior Terminal Operator approval, discharged lashings and other Materials left on dock and not in cargo manifest are not subject to free time, are immediately subject to handling fees and storage fees including minimums; and are subject to disposal if unclaimed after thirty (30) days.

5 MARINE SERVICES

5.1 Marine Services and Rate Schedule.

From time to time, Terminal Operator may, at its sole discretion, provide certain marine services to the Vessel upon written request. The services and associated fees are listed in TARIFF SCHEDULE / MARINE SERVICES.

6 PAYMENTS

6.1 Currency; Method of Payment.

All charges and payments required to be made under these Terminal Regulations shall be made in U.S. dollars. All payments or other amounts owed by a Vessel under these Terminal Regulations

shall be made by ACH or wire transfer of immediately available funds to an account designated by Terminal Operator.

6.2 Payment Terms.

Terminal Operator shall invoice the Vessel from time to time for all charges, fees, costs or expenses owing by such Vessel under these Terminal Regulations. Such Vessel shall pay any amount included in an invoice, without the right to setoff for amounts that may be owing under these Terminal Regulations or otherwise from Terminal Operator, within thirty (30) calendar days of the date of such invoice. Any invoice not paid within the time period set forth in the preceding sentence shall bear interest from the date due until paid at the lesser of (i) 18% annual interest or (ii) the maximum lawful rate permitted by Applicable Laws. All costs of collecting late invoices, including but not limited to reasonable and necessary legal fees and staff time and expenses, are the vessel's responsibility.

6.3 Lien.

Terminal Operator shall have, and the Vessel hereby grants to Terminal Operator, the right to exercise all applicable liens (whether maritime, possessory (right of retention), or otherwise) over the Vessel and her equipment and appurtenances for any amounts due and payable to Terminal Operator under these Terminal Regulations.

7 WARRANTY; DISCLAIMERS

7.1 Disclaimer.

TERMINAL OPERATOR MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE TERMINAL OR ANY SERVICES THAT MAY BE PROVIDED UNDER THESE TERMINAL REGULATIONS. TERMINAL OPERATOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING ANY WARRANTIES OF SUITABILITY, ADEQUACY, OR FITNESS FOR A PARTICULAR PURPOSE BY TERMINAL OPERATOR OR OF THE TERMINAL OR SERVICES PROVIDED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

7.2 Private Terminal.

Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility, and Terminal Operator is not a "marine terminal operator" as defined by the Shipping Act of 1984 (as amended). Common carriers by water (such as liners), as defined by the Shipping Act of 1984 (as amended) will not be accepted for loading Cargo at the Terminal. Only Vessels engaged in private or contract carriage pursuant to private commercial arrangements will be accepted by Terminal Operator for berthing at the Terminal.

7.3 Pollution Prevention and Responsibility

(a) Vessel warrants that the Vessel will comply with all Applicable Laws covering water, air, and land pollution (and the prevention thereof) while moored at the Terminal and within the navigable waters associated with the Terminal. If the Vessel fails to comply with any Applicable Law, as determined by Terminal Operator, the Vessel may be required to vacate her berth and even to proceed to sea. Any cost, expense and time lost by the Vessel during any period when

this warranty has been breached, and until the breach is remedied and the Vessel re-berths, shall be solely for the Vessel's Account.

(b) Each Vessel shall be in full compliance with the Oil Pollution Act of 1990 (OPA90), as same may be amended from time to time, and such Vessel will have onboard all certificates demonstrating evidence of financial responsibility as may be required by any Applicable Law relating to marine oil spill pollution (and the prevention thereof).

(c) In the event an escape or discharge of oil, hazardous substances, or other pollutants from a Vessel, causes or threatens to cause pollution, the Vessel will immediately (i) make all emergency notifications required by Applicable Laws, and (ii) take whatever measures are necessary or appropriate to prevent or mitigate such pollution. The Vessel hereby authorizes Terminal Operator, at Terminal Operator's sole option and not its obligation, upon notice to such Vessel, to undertake such measures as are necessary to prevent or mitigate any such pollution. Terminal Operator shall keep the Vessel advised of the nature and results of any such measures taken, and if time permits, the nature of the measures intended to be taken. Any cost or expense incurred in connection with the aforementioned measures shall be solely for the Vessel's Account. This provision shall not affect any liability of the Vessel to third parties, including any Governmental Authorities.

7.4 Handling of Hazardous Materials.

Terminal Operator shall provide the Vessel any Material Safety Data Sheets ("MSDS") required in connection with loading of Cargo onto the Vessel. Vessel hereby agrees that Terminal Operator shall have no obligation to inform Vessel and its personnel regarding the safe handling of the Cargo being loaded onto the Vessel, and VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH (i) TERMINAL OPERATOR'S FAILURE TO PROVIDE VESSEL WITH AN MSDS, OR (ii) ANY CLAIMS BY VESSEL OR ITS PERSONNEL THAT THEY DID NOT RECEIVE PROPER NOTIFICATION OF OR PROPER INSTRUCTION REGARDING THE HANDLING OF THE CARGO LOADED ONTO THE VESSEL.

8 INDEMNITY; LIABILITY

8.1 Losses and Liability.

The Vessel assumes full responsibility and liability for any Losses incurred by Terminal Operator, including damage sustained by the Terminal, berths, facilities, tugs, vehicles, and/or vessels owned, operated, or maintained by Terminal Operator, or for which Terminal Operator is responsible, or any vessel at or near the Terminal, (i) caused by the Vessel or any other waterborne craft ordered by, or being operated for the account of, such Vessel, or (ii) arising out of or in connection with such Vessel's use of, or presence at, the Terminal, and the VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY SUCH LOSSES. This Section 8.1 is without prejudice to any other rights, remedies, claims, causes of action or defenses thereto which may exist for or in favor of any of the Terminal Operator Parties.

8.2 Demurrage.

IN NO EVENT SHALL THE TERMINAL OPERATOR BE LIABLE TO ANY VESSEL FOR DEMURRAGE ARISING OUT OF OR IN CONNECTION WITH ANY DELAY IN BERTHING, RECEIVING, OR RELEASING A VESSEL, OR IN LOADING PRODUCT, OR IN ORDERING A VESSEL TO VACATE HER BERTH AT THE TERMINAL.

8.3 Environmental Liability.

THE VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES, INCLUDING ALL CLEANUP AND REMEDIATION COSTS, ARISING OUT OF OR IN CONNECTION WITH ANY RELEASE OF ANY HAZARDOUS SUBSTANCES INTO THE ENVIRONMENT CAUSED BY THE ACTIONS OF THE VESSEL OR ITS CREW.

9 VESSEL INSURANCE REQUIREMENTS

9.1 Minimum Insurance Coverages.

Any Vessel seeking to berth at the Terminal shall obtain and maintain the following types of insurance coverages:

(a) Hull and Machinery Insurance. Hull and Machinery insurance on the Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade; and

(b) Protection and Indemnity Insurance. Protection and Indemnity ("P&I") insurance provided through any combination of (1) full entry with a P&I club (that is a member of the International Group of P&I Clubs); and/or (2) policy(ies) with a commercial insurance company(ies) or underwriters syndicate(s) acceptable to Terminal Operator with terms no less broad than those customarily carried by similar marine carriers; provided, that such P&I insurance shall include coverage for injury to or death of master, mates, and crew; tower's liability; excess collision liability; cargo legal liability; pollution liability; and contractual liability; and provided, further, that the coverage against pollution liability shall be at limits of not less than the maximum amount available from the Vessel's P&I underwriters given the Vessel's type and trade (currently one billion dollars (\$1,000,000,000) per incident for Vessels with cargo capacities greater than 25,000 barrels, and two hundred million dollars (\$200,000,000) per incident for Vessels with cargo capacities less than 25,000 barrels).

9.2 Insurance Certificates.

Vessel will provide Terminal Operator, upon request, with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release, or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements. Each insurance policy required by Terminal Operator under these Terminal Regulations shall be endorsed to (i) contain waivers of subrogation rights against all Terminal Operator Parties, (ii) name all Terminal Operator Parties as additional insureds (except for Hull and Machinery insurance coverage); and (iii) provide that such policy is primary coverage with

respect to all insureds and shall not be considered contributory insurance with any insurance policies of any Terminal Operator Party.

9.3 Liability.

The insurance requirements set forth herein shall not in any way limit any Vessel's legal and/or contractual obligations under or in connection with these Terminal Regulations or the liability of such Vessel. The insurance coverages required hereunder will be maintained by each primary named insured at its sole cost and expense. If liability for loss or damage is denied by the insurer(s) of the Vessel, in whole or in part, because of the (i) breach of any policy for the insurance coverages required hereunder, or (ii) failure to obtain or maintain any of the insurance coverages required hereunder, THE VESSEL SHALL INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ALL SUCH LOSSES.

9.4 No Insurance on Cargo.

TERMINAL OPERATOR DOES NOT CARRY INSURANCE covering the property of the Vessel. TERMINAL OPERATOR WILL NOT BE RESPONSIBLE for any injuries or property damage relating to, resulting from, caused by, or arising out of the use of the Terminal, and the VESSEL HEREBY RELEASES AND DISCHARGES TERMINAL OPERATOR PARTIES from any and all liability for any Loss, injury (including death), or damages to any person, property, vessel (including the Vessel), or environmental resource sustained while in, at, or on the facilities at the Terminal. THE VESSEL HEREBY AGREES AND COVENANTS NOT TO SUE OR PROSECUTE ANY OF THE TERMINAL OPERATOR PARTIES on any Losses, claims, or for any damages, within the release stated above.

10 MARITIME SECURITY; TERMINAL ACCESS

10.1 ISPS; MTSA.

The Vessel warrants that it complies with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (the "ISPS Code") and the U.S. Maritime Transportation Security Act 2002 and any implementing regulations (the "MTSA").

10.2 Declaration of Security.

The Vessel shall ensure that, when required, it shall submit a Declaration of Security (DoS) to the appropriate authorities.

10.3 Vessel Compliance.

Notwithstanding any prior acceptance of the Vessel by Terminal Operator, if at any time prior to the arrival of the Vessel at the Terminal, the Vessel ceases to comply with the requirements of the ISPS Code or MTSA, then Terminal Operator shall have the right not to berth such nominated Vessel and the subsequent delays and any costs shall be solely for the Vessel's Account.

10.4 Terminal Compliance.

Terminal Operator shall use all reasonable efforts to ensure that the Terminal is maintained in compliance with the applicable requirements of the ISPS Code and the MTSA.

10.5 Access to Vessel.

For entry or access to the Terminal, the Vessel shall execute an access agreement if such agreement is required by Terminal Operator, such Vessel shall, and shall cause each individual it employs or retains, to produce a valid form of identification (e.g., state issued driver license or identification card or passport) prior to entering the main gate of the Terminal and a valid Transportation Worker Identification Credential (“TWIC”) card prior to entering into any TWIC controlled areas. Each such person, including without limitation any TWIC cardholder, shall observe all applicable regulations, including those relating to security, safety, and training, and all standing instructions of Terminal Operator, which may then be in effect. THE VESSEL ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR THE ACTS AND OMISSIONS OF EACH INDIVIDUAL IT EMPLOYS OR RETAINS WHILE SUCH INDIVIDUALS ARE PRESENT AT THE TERMINAL AND SHALL FULLY AND COMPLETELY RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES IN RESPECT OF ANY LOSS ARISING FROM OR RELATING TO ANY SUCH ACTS OR OMISSIONS. Terminal Operator reserves the right to deny access to and/or use of the Terminal for reasonable cause, including during changes in the applicable maritime security levels, harbor and bay conditions, or threatened or severe weather events.

10.6 Access to Facility

All facility access needs will be accommodated by arrangement with prior notice. Regular gate hours are 0700 hrs. to 1700 hrs. Monday-Friday. After-hours and weekend access will be subject to an hourly charge (see Tariff). After-hours access requests must be made 4 hours prior to need; weekend gate access requests must be made prior to noon on Friday. For coordination of after-hours or weekend access, or in case of emergency, contact the Facility Security Officer (FSO).

Contact numbers:

1. Gate guard: 361-416-0004
2. FSO Gary Baize: 361-332-7060
3. Emergency / Emergency Access: 361-332-7060

11 GOVERNING LAW; ENFORCEMENT

11.1 Governing Law.

These Terminal Regulations are to be governed by and construed in accordance with the General Maritime Laws of the United States, without regard to any choice of law rules that would apply the law of another jurisdiction. Terminal Operator and Vessel each shall have the right to seek appropriate relief from any federal or state court of competent jurisdiction sitting in Nueces County, Texas, and each hereby agrees to voluntarily submit itself to the jurisdiction and venue of such court for all disputes and their liabilities and responsibilities under these Terminal Regulations. TERMINAL OPERATOR AND VESSEL EACH HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL ACTIONS COMMENCED UNDER OR IN CONNECTION WITH THESE TERMINAL REGULATIONS SHALL BE TRIED WITHOUT A JURY AND THAT EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A JURY TRIAL.

11.2 Enforcement.

Terminal Operator shall have all remedies available to it by law, in equity or in admiralty to enforce these Terminal Regulations, including suspending the provision of services hereunder. Terminal Operator shall also have all remedies available at law, in equity or in admiralty to collect all fees, charges, and/or damages due hereunder. In the event of any legal proceedings to enforce any provision of these Terminal Regulations, Terminal Operator shall be entitled to recover its expenses incurred in such proceedings, including attorneys' fees and all court costs.

12 MISCELLANEOUS

12.1 Interpretation.

Unless otherwise provided herein, capitalized terms used herein shall have the meanings provided in Schedule 1, attached hereto. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in these Terminal Regulations includes the masculine, feminine, and neuter; (b) words used or defined in the singular include the plural and vice versa; (c) references to Articles or Sections refer to Articles and Sections of these Terminal Regulations;

(a) Schedule. References to a Schedule refer to the Schedule attached to these Terminal Regulations;

(b) Applicable Law. References to Applicable Law refer to such Applicable Law as may be amended from time to time and all rules and regulations promulgated thereunder, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law; and (f) references to "include" and "including" shall mean include or including without limitation to the matters described.

12.2 Severability.

If any provision of these Terminal Regulations is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Terminal Regulations (and of such provision) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or part thereof).

12.3 Survivability.

If for any reason the Terminal Regulations shall be terminated and not replaced by superseding terminal regulations, then such termination shall be without prejudice to any rights, obligations or liabilities of any party hereto which have accrued at the date of termination by have not been performed or discharged, and any parts of the Terminal Regulations having any relevance thereto or any bearing thereon shall, notwithstanding the termination of the Terminal Regulations, continue in force and effect.

12.4 Consents and Approvals.

Each party hereto shall be responsible for obtaining all consents, authorizations, approvals, and assurances of whatsoever nature necessary to enable it to comply with its obligations hereunder.

12.5 Amendment.

The Terminal Regulations may be amended from time to time by Terminal Operator or its successors and assigns in their sole discretion; provided, that once a Berth Application has been accepted by Terminal Operator, the version of the Terminal Regulations in effect as of the date that Vessel receives the Berth Application signed by Terminal Operator shall govern Vessel's use of the Terminal.

12.6 Waiver.

Any waiver shall relate only to the matter, non-compliance, or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

12.7 Recording, Retention, and Monitoring of Communications.

Each party hereto hereby acknowledges to the others and consents that any party hereto may from time to time and without further notice and to the extent permitted by law record and retain electronic transmissions (including telephone conversations, email, and instant messaging between the parties' respective representatives in connection with these Terminal Regulations) on central and local databases for their respective legitimate purposes.

12.8 Entire Agreement.

These Terminal Regulations contain the entire agreement between Terminal Operator and Vessel with respect to the matters set forth herein and supersede all prior agreements, whether oral or written, in connection therewith.

12.9 Third Party Rights.

Except as provided in Article 8 hereof, no term of these Terminal Regulations is intended to, or does, confer a benefit or remedy on any entity that is not a party hereto.

12.10 Reliance.

Each party hereto warrants that it has not in connection with these Terminal Regulations relied upon any representations, whether written or oral, made by or on behalf of the others, but has relied exclusively on its own knowledge, judgment and expertise.

12.11 Sovereign Immunity.

Each party hereto warrants that it has entered into these Terminal Regulations in a commercial capacity and that with respect to the Terminal Regulations, it is in all respects subject to civil and commercial law. Each party hereby consents generally in respect of any legal action arising out of or in connection with these Terminal Regulations to the giving of any relief, or to the issue of any process in connection with such action or proceedings, in the jurisdiction specified and provided for herein. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS OF SOVEREIGN IMMUNITY WHICH IT MAY HAVE NOW OR WHICH IT MAY SUBSEQUENTLY ACQUIRE IN RESPECT OF ITS POSITION OR ANY PROPERTY AND/OR ASSETS (PRESENT OR SUBSEQUENTLY ACQUIRED AND WHEREVER LOCATED) BELONGING TO IT.

Schedule 1: Definitions

DEFINITIONS

“Anchorage Area” means the customary anchorage or other waiting area for the Terminal, as determined by the Port’s Harbormaster and/or Terminal Operator.

“Applicable Laws” means, with respect to any person, entity, property or matter, any of the following applicable thereto: any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, governmental approval, concession, grant, franchise, license, agreement, directive, ruling, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation, construction or administration of any of the foregoing, by any Governmental Authority, including all applicable regulations of the United States Coast Guard, in each case as amended.

“Berth Application” means the application for a berth found at the website maintained by the Terminal Operator: Berth Application

“Closed Operations” has the meaning given in Section 1.2(b).

“ETA” means, with respect to a Vessel, such Vessel’s best estimated date and time of arrival at the Terminal.

“Facility Security Plan” means the security plan established by the Terminal Operator in relation to the operation of the facilities on the Terminal.

“Aransas Terminal” means Aransas Terminal Company Harbor Island Facility.

“Governmental Authority” means any national, regional, state, local or municipal government, political subdivision, court, tribunal, authority, agency, commission, official or other instrumentality having jurisdiction over the applicable person, entity or subject matter, including the Port Authority.

“Harbormaster” means the designated Port Authority official responsible for enforcing the regulations of the Port Authority.

“IGS” has the meaning given in Section 3.1(a).

“IMO” means the International Maritime Organization.

“ISPS Code” has the meaning given in Section 10.1.

“Loss” or “Losses” means any and all liabilities, losses, damages, demands, penalties, claims, actions, suits, causes of action, legal, administrative or arbitration or alternative dispute resolution proceedings, judgments, orders, directives, injunctions, decrees or awards of any jurisdiction, costs and expenses, including court costs and reasonable attorneys’ fees and any cost or expense of an incident investigation.

“Marine Terminal Operations Manual” has the meaning given in Section 1.1(e).

“Master” means the person having charge or command of a Vessel.

“MSDS” has the meaning given in Section 7.4.

“MTSA” has the meaning given in Section 10.1.

“Notice of Readiness” or “NOR” means a notice to Terminal Operator that a Vessel is in compliance with all requirements of these Terminal Regulations, and is ready in all respects to safely and legally load Product pursuant to a nomination.

“On-board Quantity” or “OBQ” means the oil, water, sludge and sediment in the Vessel’s cargo tanks, associate lines and pumps before the Vessel has commenced loading of Product.

“P&I” has the meaning given in Section 9.1(b).

“Port Authority” means the Port of Corpus Christi Authority of Nueces County, Texas.

“Remaining on Board” or “ROB” means the oil, water, sludge and sediment in the Vessel’s cargo tanks, associate lines, and pumps after the Vessel has completed the discharging of Product.

“Terminal” means the real property situated on Harbor Island near Port Aransas, Texas, on the Corpus Christi Ship Channel, and the physical assets located thereon, including the docks, and all improvements and related appurtenances used to receive, store, transfer and redeliver product (including Product) into, through and from the terminal.

“Terminal Operator” means Aransas Terminal Company, LLC.

“Terminal Operator Parties” means (i) Terminal Operator and its affiliates, (ii) Aransas Terminal Company and its affiliates, and (iii) the respective equity holders, officers, directors, employees,

representatives, agents, contractors, successors, and permitted assigns of any entities described in parts (i) and (ii) of this definition (excluding any member of the Vessel).

“Terminal Regulations” means these Aransas Terminal Company Harbor Island Marine Terminal Regulations.

“Terminal User” means an entity authorized to request use of the Terminal’s capacity to deliver Product to a Vessel.

“TWIC” has the meaning given in Section 10.5.

“Vessel” means (i) any vessel or barge, including any attending tugboat or towboat, or other watercraft capable of berthing at the Terminal and meeting the Terminal Operator’s requirements, in rem, (ii) the owners, disponent owners, operators, intermediate charterers thereof, and (iii) the respective equity holders, officers, directors, employees, representatives, agents, contractors, successors and permitted assigns of any vessel or entities described in parts (i) and (ii) of this definition (excluding any member of the Terminal Operator Parties).

“Vessel’s Account” means the account of the Vessel.