

TALTON MARINE TERMINAL, LLC

SCHEDULE OF RATES

GOVERNING RATES, REGULATIONS, AND PRACTICES AT MARINE TERMINALS OPERATED BY TALTON MARINE TERMINAL, LLC (“TMT”) AT THE FOLLOWING MARINE TERMINALS:

TMT – Newport News (“CSX”)

450 Harbor Road
Newport News, VA 23607

TMT – Lamberts’ Point Docks (“LPD”)

500 Orapax Street
Norfolk, VA 23507

PUBLISHED BY:

TALTON MARINE TERMINAL, LLC,
P.O. BOX 287
WATERFORD, VIRGINIA 20197

www.taltonmarine.com

This Schedule is effective April 1, 2016. This Schedule shall remain in effect until replaced. When elements of this Schedule are amended, the effective date of the amendment(s) will be stated.

This Schedule is applicable to all current and future piers, berths and facilities operated or managed by Talton Marine Terminal, LLC.

All rate and pricing inquiries for all facilities should be directed to TMT management:

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**SECTION I
APPLICATION**

100 GENERAL APPLICATION

- A. This SOR applies to the provision of TERMINAL SERVICES by TMT at the TERMINALS, including without limitation CSX and LPD, as well as any future piers, BERTHS and facilities operated or managed by TMT. This SOR also applies to USAGE of the TERMINALS, and to all other use or occupancy of the TERMINALS. The parties covered by this SOR are all USERS. If TMT has an actual contract with a party covering the services rendered by TMT, then this SOR shall not apply to those services, except to the extent this SOR is incorporated in the actual contract. Use of the TERMINALS shall constitute an agreement to the terms and conditions of this SOR including without limitation payment of all applicable charges.
- B. Charges published in this SOR may be assessed and collected by TMT on cargo delivered to or received from any USER and shall be in addition to rates for transportation to or from the TERMINALS.
- C. This SOR shall apply on and after the stated effective date of this SOR. Amendments and supplements to the SOR may be issued prior to the publishing of a new SOR and shall be effective as of the stated effective date(s) of such amendments and supplements.

SECTION II GENERAL RULES

200 DEFINITIONS. Capitalized terms in this SOR not otherwise defined in the body hereof shall have the meanings given to them in Section V below.

201 APPLICATION OF SECTION II. The terms contained in this Section II will apply in the absence of specific rules in other sections of this SOR.

202 OPERATOR OF TERMINALS

- A. TMT reserves the absolute right to control the use of the TERMINALS, and permission for the use thereof must be obtained from TMT. TMT reserves the right to control, contract and perform all services on the TERMINALS including but not limited to:
1. Loading, unloading, storage and movement of all freight and cargo;
 2. Mooring, unmooring, line boat and other line handling related services;
 3. Configuration, spooling, connect, disconnect and other shorepower related services;
 4. Installation, removal and movement of all pier or wharf-mounted fenders;
 5. Installation, removal and movement of all containment booms;
 6. Installation, removal and movement of all gangways, stair towers, scaffolding and accommodation ladders;
 7. Installation, removal and movement of all heavy weather mooring bollards;
 8. Dumpsters, portable toilets and other waste disposal services;
 9. Shore-based cranes and forklifts for heavy lift operations.
- B. Cargo, including loaded CONTAINERS, held on the TERMINALS in excess of FREE TIME provided for in this SOR is subject to LOADED CONTAINER STORAGE. Cargo, particularly cargo subject to pilferage or deterioration, may, at the option of TMT, be sent to a commercial warehouse at the expense and risk of the owner. For cargo moved to commercial storage, a charge will be assessed in addition to the normal storage charges. Rates will be quoted upon request.
- C. TMT is not the consignee of any CONTAINER, mail, packages or cargo unless TMT expressly agrees in writing that it is the consignee.

202 RESPONSIBILITY FOR DAMAGES; TERMINALS HELD HARMLESS; LIMITATION OF LIABILITY.

- Notwithstanding anything in this SOR to the contrary, nothing in this SOR shall be construed to exculpate or relieve TMT from liability for its own negligence, or to impose upon others the obligation to indemnify or hold-harmless TMT from liability for its own negligence.
- Notwithstanding anything in this SOR to the contrary, no party subject to this SOR shall be responsible for special or consequential damages except to the extent included in claims made by third parties.

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- Each USER, jointly and severally, agrees to defend, indemnify and hold harmless the TMT PARTIES from and against all LOSSES suffered or incurred by TMT arising from personal injury or death, or damage or destruction of property, incident to or resulting from (i) operations on the TERMINALS and/or the use of the TERMINALS' equipment and facilities by such USER(s), their employees, agents, or contractors, (ii) breach of, or failure to comply with any requirement of, this SOR by such USER, its employees, agents, or contractors, and/or (iii) incorrect information being provided by such USER, its employees, agents, or contractors.
 - USERS of the TERMINALS, including without limitation CARRIERS, contractors and VESSELS, their owners, agents and operators, shall be responsible for all damage and injury to person or property resulting from the use of the TERMINALS. The TMT PARTIES reserve the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the TERMINAL FACILITIES including damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, cargo, CONTAINERS, and their contents if loaded; equipment, rail, shop facilities, utilities. The TMT PARTIES may detain any vehicle, VESSEL, watercraft, etc., that may be responsible for any damage to the TERMINALS until sufficient security has been given to cover all LOSSES suffered or incurred by the TMT PARTIES.
 - Except with respect to TMT's own negligence, TMT assumes no liability for loss or damage to vessels, vehicles, equipment, freight, or cargo handled, stored, or transshipped at TMT, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, TERRORISM or other causes. TMT is not and shall not be deemed to be the bailee of any equipment, freight, or cargo handled, stored, or transshipped at TMT. Acceptance for use of an open pier by a USER is a recognition of the fact that cargo landed on and equipment occupying such dock is at the risk and expense of the USER.
 - TMT, for the services performed under this Schedule of Rates, assumes no liability for loss or damage to equipment, freight, or cargo handled or transshipped through TMT, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, TERRORISM or other causes. In no case shall TMT be liable for packaged or non-packaged objects unless the shipper, or other USER, declares a value and pays to TMT, in addition to the other charges for such services as herein set forth, a premium computed at ten percent (10%) of the declared value of each packaged or non-packaged object, and in such event TMT shall be liable for the full declared value of each such package or non-packaged object up to available insurance coverage limits, for damage resulting from TMT's failure to exercise due and proper care.
 - TMT will not be responsible for damage sustained by CONTAINERS, freight, packages, cargo or non-packaged objects because of weather conditions, including but not limited to wind or flooding, or damage not caused by TMT's negligence. TMT accepts no responsibility for loss sustained by CONTAINERS freight, packages, cargo or non-packaged objects in the pier areas or parking areas at any time. TMT accepts no responsibility for injuries or death, damages or delays caused by equipment, including but not limited to cranes, CONTAINERS, fork lifts, or hustlers and/or the operators of said equipment where the equipment is leased by TMT to a VESSEL owner or operator or their agent/stevedore and the equipment is in the custody and control or supervision of the said VESSEL, owner or operator or its agent/stevedore.

- Each CARRIER warrants to TMT that all of CARRIER'S Bills of Lading for CONTAINERS and cargo handled pursuant to this SOR shall contain a provision which makes paramount and applicable to TMT and all other of TMT's servants, agents, or persons performing the contract of carriage, all rights, protections, defenses, limitations of actions, and limitations of liability available to the CARRIER under the Carriage of Goods by Sea Act of the United States ("COGSA", formerly published at 46 USCS Appx. §§ 1300 et seq.), as the same may be increased by law from time to time. The CARRIER warrants that the Bills of Lading for CONTAINERS and cargo handled pursuant to this Agreement shall contain a proper "Custody Clause" (Period of Responsibility Clause) that protects both the CARRIER and TMT by applying COGSA from the time the goods are received until delivered to the consignee.
- TMT shall not be liable for damage or injury caused to USERS or the property of USERS as a result of direct or indirect acts of TERRORISM, CYBER ATTACK, or other third-party acts, including but not limited to vandalism or sabotage.

203 NOTIFICATION OF LOSS, INJURY, OR DAMAGE; TIME LIMITS; JURISDICTION AND VENUE; APPLICABLE LAW

- USERS must notify TMT in writing of the occurrence of loss, injury, or damage to person or property caused directly by TMT immediately upon discovery, and in no event more than seven (7) days from occurrence, or all claims based on the loss, injury, or damage shall be time-barred. If suit (or notice of arbitration if applicable) based on the occurrence is not filed within three (3) months after the occurrence, the claim shall be time-barred. If notice of loss, injury, or damage is given, or if a claim is made, TMT must be given the opportunity to investigate the claim, including without limitation all evidence, at the earliest practical opportunity. Time is material and of the essence.
- Jurisdiction for any action against any TMT PARTY, arising from services rendered by TMT, whether in law or equity, whether sounding in contract or in tort, lies exclusively in the Federal or State Courts located in the Commonwealth of Virginia, and in no other forum. Use of a TERMINAL further constitutes consent to jurisdiction in accordance with this item and constitutes waiver of jurisdiction or venue in any other location or forum.
- The laws of the Commonwealth of Virginia without reference to its choice of law rules and, to the extent not in conflict with the law of Virginia, the general maritime laws and statutes of the United States, shall apply to all disputes arising from or related to this SOR.

204 TERMINAL RIGHTS

- The berths and piers operated by TMT must be kept clean, open and fluid. TMT does not obligate itself to provide TERMINAL SERVICES beyond the reasonable capacity of the TERMINALS as determined by TMT in its business judgment.
- Vessels will not be received or cargo delivered unless proper documents are furnished and credit has been established.

205 SHIPBOARD WELDING/HOT WORK Shipboard welding and/or hot work of any type is

strictly prohibited while VESSELS are berthed at a TERMINAL without the prior express written authorization from TMT.

206 REMOVAL OF OBJECTIONABLE CARGO/OBSTRUCTIONS TMT reserves the right to move equipment, CONTAINERS, freight or other material, which in TMT's judgment is likely to obstruct TERMINAL operations or damage other property or persons, to another location at the risk and expense of the owner.

207 DISPOSITION OF ABANDONED, UNCLAIMED, OR REFUSED CONTAINERS, CARGO OR EQUIPMENT

- A. No USER may abandon CONTAINERS, cargo, equipment, or other property on a TERMINAL. Any USER, which delivers, or causes to be delivered, CONTAINERS, cargo, equipment, or other property on a TERMINAL is responsible for the property until it is removed from the TERMINAL.
- B. TMT may sell for accrued charges any cargo, CONTAINERS, equipment, or other property, which is unclaimed, refused, or abandoned after notice has been delivered or mailed to interested parties. Cargo or Equipment shall be deemed unclaimed or abandoned if it remains on a TERMINAL more than thirty (30) days. TMT shall comply with the notice requirements of Virginia Code Sections 8.7- 206 and 8.7-210. If notice is sent by registered or certified mail to the last address provided to TMT, such notice shall be deemed delivered on the date of receipt or three days after the postmark thereon, whichever is earlier.
- C. If no response acceptable to TMT in its reasonable discretion is received by TMT within seven (7) days after such notice, or if the party declares abandonment of the cargo or equipment, TMT may sell the cargo or equipment to recover accrued charges, or may otherwise dispose of the property in its discretion. With respect to import CONTAINERS, the CARRIER delivering the CONTAINER and the consignee of the CONTAINER shall remain jointly and severally liable to TMT for all accrued charges, including continuing storage charges, and all costs and expenses of selling or appropriately disposing of the property less any sales proceeds received. With respect to import CONTAINERS, the shipper and the Freight Forwarder of Broker shall remain jointly and severally liable for such costs and expenses. With respect to equipment, the CARRIER responsible for the equipment shall be liable for such costs and expenses.
- D. TMT may bring a court action to require removal of abandoned property from the TERMINALS.

208 CREDIT AND PAYMENT OF INVOICES

- A. TMT may assess charges against and to submit invoices to all USERS of the TERMINALS, their agents, and/or servants, including without limitation VESSEL MANAGEMENT COMPANIES and VESSELS.
- B. Without limiting the foregoing, (i) with respect to break-bulk cargo on or moving over TMT facilities, TMT will initially bill, and the primary responsibility for payment of TERMINAL charges shall be with, those who perform the forwarding functions on such shipments unless other arrangements have been made, and (ii) the primary responsibility for

TERMINAL charges pertinent to the VESSEL such as line handling, WHARFAGE, DOCKAGE, LAYBERTH, utilities and all other services shall rest with the agent of the VESSEL and the VESSEL's owners, operators and charterers unless other arrangements have been made.

- C. VESSELS, their owners, operators and agents, and other USERS shall be required to permit access to manifests, LOADING, or discharge lists, rail or motor CARRIER freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed or for securing necessary data to permit correct billing of charges.
- D. Invoices for services rendered are due within thirty (30) days of the invoice. Failure to pay within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of the facilities until all outstanding charges have been paid. Invoices not paid within thirty (30) days are subject to a one and one-half percent (1.5%) service charge per month, as well as the commencement of legal action. TMT reserves the right to estimate and collect in advance all charges which may accrue against cargo or VESSELS if credit has not been established with TMT or if parties representing such cargo or VESSELS have habitually been on the delinquent list. Use of the TERMINALS may be denied until such charges have been paid. TMT reserves the right to apply any payment received against the oldest outstanding invoices.
- E. TMT may extend credit to any USER upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three (3) satisfactory credit references, including a bank reference. Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above.
- F. For VESSEL MANAGEMENT COMPANIES or those USERS not granted credit, TMT may extend credit to those USERS who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to TMT in an amount equal to the maximum liability for a period of time determined by TMT.
- G. Letters of Credit and Indemnity Bonds may be required to insure TMT against the loss of funds and indemnify TMT in full payment of bills that accrue for the use of the TERMINAL FACILITIES or services rendered by TMT.
- H. In any litigation to enforce this SOR, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.
- I. If an account receivable is past due, then TMT may with or without notice apply all credits, discounts, subsidies, incentives, and/or other amounts due from TMT to the delinquent receivables, whether or not related to the outstanding receivables, until such time as all receivables for the account are rendered current. Delinquent invoice amounts plus service charges that are determined to be payable may be deducted by TMT from any credits, discounts, incentives, other payments received, etc., due to the debtor by TMT.
- J. At no time shall invoices or related payments be reduced or offset by any monetary amount for loss, damage or other claim or alleged amount owed by TMT in any form whatsoever, except for invoices disputed pursuant to the terms of this SOR.

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- K. If and when a USER is entitled to a credit from TMT, TMT may specify how and when that credit will be applied to the USER's account. If a credit memo is issued with a certain or calculable expiration date, TMT will, immediately prior to expiration, apply such credit against the oldest outstanding invoices.
 - L. TMT may in its discretion agree to allocate certain costs of mutual use among VESSEL MANAGEMENT COMPANIES. If TMT agrees to bill for certain costs of mutual use, (i) such billing shall be subject to written explanation of costs allocated to each VESSEL MANAGEMENT COMPANY, (ii) the VESSEL shall not be relieved of liability for such charges, (iii) TMT may terminate its undertaking to bill costs under mutual use at any time, (iv) TMT will impose a charge for such services at \$150 per vessel to be allocated equally amongst the VESSEL MANAGEMENT COMPANIES, and (v) TMT shall be held harmless with respect to any disputes among the VESSEL MANAGEMENT COMPANIES
 - M. International Customers that establish credit with TMT will be responsible for the international wire/bank transfer fees that intermediary banks assess at their will. To allow adequate coverage on the international customers account, we will require an initial \$500 deposit that will need to be replenished from time to time at our request. The deposit will cover any short payments of invoices due to the intermediary bank fees assess during payment transfer.

209 NOTIFICATION OF DISPUTED INVOICES

- a. Disputes posed in good faith regarding the validity of individual charges on invoices must be submitted in writing to TMT within thirty (30) days after the presentation of the invoice. Charges not disputed in good faith within this thirty (30) day period will be considered valid. TMT will only negotiate disputed charges on invoices with the bill-to party.
- b. In order to facilitate the timely acknowledgement, recording and resolution of good faith disputes, all disputes must be directed in writing to TMT's billing department or management as noticed on the applicable invoice. Disputes submitted via email may be sent to david.talton.jr@taltonmarine.com with the invoice number in the subject line and the specifics of the dispute in the body of the message. Specifics of the dispute must include, at a minimum, reference to the invoice number, the specific charge and amount disputed, and a statement of facts that supports the dispute.
- c. When a charge(s) on an invoice is in dispute, any portion which is not part of the amount disputed in good faith shall be paid within the 30-day period or other terms as may be applicable. TMT will not issue revised invoices to separate disputed and undisputed portions.

210 SHIPPER'S REQUESTS AND COMPLAINTS Requests, complaints, and inquiries on matters relating to rates, rules and regulations in this SOR should be addressed to TMT management.

211 LIEN Any and all TERMINAL SERVICES, including but not limited to cargo related services, shall give rise to a lien in favor of TMT against the VESSEL, CONTAINER, equipment, or any other tangible property whatsoever.

212 REGULAR WORKING HOURS The recognized regular working hours of TMT are from 8:00 a.m. until 4:00 p.m., Monday through Friday, except HOLIDAYS. Refer to Item 213 for operating procedures.

213 OVERTIME AND HOLIDAY WORKING HOURS When TMT renders TERMINAL SERVICES at other than regular working hours for the convenience of the USER, the applicable charges under this SOR shall be applied, plus additional labor charges including overtime, double time, and holiday rates.

213 WAIVER OF SOVEREIGN IMMUNITY All USERS waive any defense of sovereign immunity to charges, fees or damages sought to be recovered by TMT.

214 VESSELS REQUIRED TO USE TUG ASSISTANCE VESSELS docking or undocking at TERMINALS will be required to use tug assistance unless other arrangements have been made with TMT prior to docking or undocking. Failure to comply with this requirement could result in denial of a berth.

215 VESSEL TO VACATE BERTHS

- a. TMT may order any VESSEL to vacate any berth when it is deemed that the continued presence of such a VESSEL at such berth would be a potential hazard to the VESSEL, the berth, the facilities or the rights or property or safety of others. Such situations include, but are not limited to potential natural disasters such as hurricanes, tornadoes, earthquakes or flooding and such events as strikes, acts of TERRORISM or war.
- b. TMT shall provide written notice (administrative message, facsimile transmission, email, etc.) to the VESSEL MANAGEMENT COMPANY, Ship's Agent, or party arranging for berthing of the VESSEL advising of the requirements to vacate and referring to this SOR item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.
- c. If the VESSEL fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by the TMT PARTIES VESSEL or others as a result of such failure to vacate. TMT shall have the option, but not the duty, of moving the VESSEL to another location at the risk and expense of the VESSEL. If such movement occurs, the VESSEL shall hold TMT harmless for all LOSSES that may occur as a result of such movement. Failure to comply with an order to vacate will result in a charge to the VESSEL of \$2,083.00 per hour for each hour, or fraction thereof, of non-compliance. This charge shall not constitute a waiver by TMT of any greater actual damages, it may sustain as a result of the VESSEL's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.

216 DISCHARGING OF OILS, NOXIOUS LIQUID SUBSTANCES AND GARBAGE; LEAKING CONTAINERS

- A. The discharging of ballast, bilge, oil, contaminated water, noxious liquid substances, untreated sewage, garbage or any debris into slips or in channels or BERTHS or within a TERMINAL is strictly prohibited. Violators will be subject to charges, penalties and fines.
- B. Leaking tank/CONTAINER will be placed on a spill pad or spill containment cassette,

subject to the following daily use charges while the spill pad or cassette is occupied:

- a. Day 1 - \$150.00
 - b. Day 2 - \$250.00
 - c. Day 3 or more - \$300.00 per day
 - d. Daily rates per 24 hours or fraction thereof
- C. The clean-up of leaking CONTAINERS/tanks and fluid transfer lines must be initiated within twelve (12) hours of notice from TMT or governing authority. In the event that leaking CONTAINERS/tanks and fluid transfer lines could discharge into the TERMINAL waterways or BERTHS, TMT shall deploy a containment boom. USERS must complete the clean-up with their own materials and personnel or contact the TERMINAL manager to arrange for clean-up. All clean-up efforts are subject to a final inspection of the spill site by TMT management.
- D. All TMT provided services or materials required to contain a spill/leak or assist with the clean-up will be invoiced to the VESSEL MANAGEMENT COMPANY or USER controlling the equipment/cargo unless other payment arrangements are approved in advance by TMT.
- E. If the leaking substance is a HAZARDOUS MATERIAL or DANGEROUS CARGO, or if it presents an immediate hazardous or environmental danger, TMT may at its option make arrangements and correct the problem. All clean up and disposal costs will be for the account of the VESSEL MANAGEMENT COMPANY or USER responsible for the spill.
- F. For any leak or spill that requires the employment of a contractor that specializes in recovery and disposal of the particular material, the cost of containment, cleanup and disposal will be billed at the rate charged to TMT plus 30%. The cost of cleanup materials may be billed separately and shall include the cost of materials plus 30%. TMT will also invoice for the time required by TMT management personnel to control and recover the spill, conduct regulatory assessment and reporting, coordinate disposal, and replace materials used to contain the spill. The rate to perform these services is \$125.00 per man hour.
- G. The clean-up of the spill pad or cassette is the responsibility of the party arranging clean-up. The daily spill pad charge will continue until the spill pad clean-up is completed.
- H. If the CONTAINER is on hold by U. S. Customs and Border Protection, the shipper shall immediately obtain approval to open the CONTAINER for clean-up.

217 SAFETY AND SECURITY

- A. USERS, including without limitation stevedores, contractors, employees, and government personnel shall comply with all municipal, state and federal codes or regulations, including but not limited to those of OSHA, USCG, EPA, Department of Homeland Security (including Customs and Border Protection (“Customs”)), the U.S. Department of Transportation, and the Virginia Department of Transportation, and will be liable for their noncompliance with same. Without limiting the generality of the foregoing, all parties on or using TMT’s facilities (i) have an independent duty to comply with all messages, directives, holds, and/or permits relating to the examination, lading, unlading, delivery, and release of cargo, and (ii) shall not rely on TMT, its employees, agents, or information systems with

respect to any such messages, directives, holds and/or permits.

- B. **CYBER SECURITY.** USERS may be provided access to certain parts of TMT's TERMINAL operating computer system ("TOS") to provide electronic data interchange and/or to view information. USERS of the TERMINALS agree that their employees, agents, and contractors will not (i) use any device, software or technique to interfere with or attempt to interfere with the TOS or data in the TOS; (ii) attempt by any means to gain unauthorized access to the TOS, including, but not limited to, access to other accounts not legally registered to the USER; (iii) pass USER IDs or passwords to any third party without the prior written consent of the TMT; or (iv) use any robot, spider or other automatic device, process or means to access the TOS, or use any manual process to monitor or copy content from the TOS not relating to the authorized USER, or for any other unauthorized purpose. In no event shall TMT be liable for a CYBER ATTACK.
- C. TMT reserves the right to remove and prohibit future access temporarily or permanently without warning USERS, including without limitation VESSEL crewmembers, stevedores, contractors, employees, and government personnel, that refuse to acknowledge or obey the rules and regulations of the TERMINALS.
- D. TMT reserves the right to remove and prohibit future access temporarily or permanently without warning USERS, including without limitation VESSEL crewmembers, stevedores, contractors, employees, and government personnel, that pose a threat to the safety or security of persons and property in the TERMINALS.

218 INSURANCE Charges published in this SOR do not include any expense of fire, storm, or other cargo insurance covering the owner's interest in the cargo, equipment or VESSEL nor will such insurance be provided by TMT under its policies.

219 PROOF OF INSURANCE All USERS shall supply TMT with a current certificate of insurance verifying proof of insurance and listing TMT as additionally insured.

220 NO SMOKING Smoking in the warehouses, on the piers, bulkheads, docks or on VESSELS handling flammable cargo or fueling is strictly prohibited.

221 CHARITABLE AND MILITARY CARGO OR VESSELS TMT may for charitable purposes adjust FREE TIME or negotiate special rates. Special arrangements may be made for the handling of military cargo or VESSELS by TMT.

222 VESSELS REQUIRED TO COMPLETE LOADING/DISCHARGING To alleviate current or prospective congestion, TMT may require any VESSEL already in berth, or about to berth, to work continuously to completion of LOADING/discharging at the VESSEL's expense. If the continuous LOADING/discharging requirement is refused, when the agents and/or owners of the VESSEL are so requested, the VESSEL shall vacate the berth. Reassignment to a berth for completion of LOADING/discharging will be at TMT's convenience. Any VESSEL refusing to vacate the berth after being so notified, may be subject to removal by TMT at the VESSEL's risk and expense including any damage, except that caused by TMT's own negligence. TMT may assess DOCKAGE of \$2,083.00 per hour, or fraction thereof, commencing two (2) hours after notice to vacate is given, and will be assessed in addition to DOCKAGE charges published elsewhere in this SOR.

223 BERTH ASSIGNMENTS

- A. On request for a berth, TMT will designate the particular berth at which the VESSEL shall dock. TMT does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of VESSEL in order to assure docking facilities. If a VESSEL docks without requesting a berth or without approved prior arrangements, DOCKAGE charges published elsewhere in this SOR, plus damages of \$2,083.00 per hour, will be assessed
- B. TMT may assign berths at any of the Terminals. TMT may change the Terminal(s) where a VESSEL MANAGEMENT COMPANY calls, including service(s) in which the VESSEL MANAGEMENT COMPANY participates with other VESSEL MANAGEMENT COMPANIES. TMT will provide at least thirty (30) days' prior notice to the affected VESSEL MANAGEMENT COMPANY(S) of change in the Terminals where the VESSELS in the service(s) may call, except in emergency situations in which case notice will be given at the earliest reasonable opportunity.

224 MOVEMENT OF VESSELS VESSELS moored alongside VESSELS which are docked at piers or bulkheads for the purpose of delivering to or taking cargo or supplies from such VESSEL must, at the request of TMT, temporarily move, if they, in the judgment of the operator, are blocking the ingress or egress of a VESSEL ready to be docked or undocked. When VESSELS have finished discharging or taking on cargo, their right ceases to the use of the dock, pier, or bulkhead and such VESSELS must, at the request of TMT, surrender the berth.

225 FURNISHING OF BILLING INFORMATION

- A. VESSELS, their owners, operators or agents, shall permit TMT access to manifests, LOADING and discharge lists, tonnage license, rail and motor CARRIER freight bills or any other pertinent documents for the purpose of obtaining necessary information for correct billing of charges. VESSELS, their owners or agents, are responsible for data electronically transmitted to TMT or manually updated by the VESSEL, their owners or agents, in TMT's Operations System or transmitted by email or facsimile.
- B. VESSELS, their owners, operators or agents shall, within seven (7) calendar days after a VESSEL sails, update information on VESSEL in TMT's Operations System or by email. VESSELS, their owners, operators or agents shall, within seven (7) calendar days after a VESSEL sails, furnish TMT with tonnage/CONTAINER reports on all cargo loaded and discharged as well as any other information which might be required for accurate billing of cargo, CONTAINER, and VESSEL charges.
- C. If VESSELS, their owners, operators or agents, fail to update information in TMT's Terminal Operations System or email for CONTAINERS listed on the VESSEL Discharge Hold Report, then CONTAINERS will be billed to the VESSEL MANAGEMENT COMPANY. If a VESSEL fails to submit tonnage/CONTAINER reports to TMT's billing division, then TMT's data will be used to prepare invoices and for historical records.
- D. For CONTAINERS interchanged between VESSELS, the rules under Item 304 apply.
- E. TMT reserves the right to audit all documents and use such audits as a basis for charges. Note Item 400 for rebilling invoices.

226 HAZARDOUS MATERIALS AND DANGEROUS CARGO

- A. The VESSEL MANAGEMENT COMPANY must notify TMT at least ten (10) days prior to arrival of HAZARDOUS MATERIALS or DANGEROUS CARGO at a TERMINAL. If the cargo is radioactive then at least thirty (30) days advance notice is required. Notification shall be made to TMT management at the following email, david.talton.jr@taltonmarine.com, 804-385-1799. The notification shall include an exact description of the nature and quantity of the HAZARDOUS MATERIALS or DANGEROUS CARGO, as the case may be.
- B. TMT also reserves the right in its discretion to refuse to allow HAZARDOUS MATERIALS or DANGEROUS CARGO on the TERMINALS. If TMT allows HAZARDOUS MATERIALS or DANGEROUS CARGO on the TERMINALS, then TMT may impose such requirements as it deems necessary to comply with laws, rules and regulations which apply to the handling, storage, and/or transportation of such HAZARDOUS MATERIALS or DANGEROUS CARGO. The VESSEL MANAGEMENT COMPANY shall pay the additional cost of such HANDLING, storage, and/or transportation as determined by TMT in its discretion.
- C. VESSELS carrying EXPLOSIVES may berth at the TERMINALS and may load or discharge such cargo with a pre-approved plan and signed USCG Form 4260. All explosives operations will be on chassis for direct load or discharge and will not exceed the Net Explosive Weight (NEW) outlined in the USCG Form 4260. Cargo will be first off or last on as practicable. Notification should be given to TMT no less than 10 days IAW paragraph A of this section. Shipper's Hazardous Declaration, USCG 4260, DGMA3 FIS Report, and driver information shall be provided to TMT no less than 5 days prior to intended operation.
- D. VESSELS carrying EXPLOSIVES may berth at the TERMINALS but may not discharge such cargo or have such cargo relocated onboard while on berth.
- E. CONTAINERS loaded with HAZARDOUS MATERIALS or DANGEROUS CARGO may not be transhipped without the prior written consent the manager of the applicable TERMINAL.
- F. All USERS shall ensure that CONTAINERS, tanks and cargo received at a TERMINAL containing HAZARDOUS MATERIALS or DANGEROUS CARGO are packaged, marked, placarded, handled, and shipped in strict compliance with all HAZARDOUS MATERIALS LAWS.
- G. If tanks, cargo or CONTAINERS received at a TERMINAL contain HAZARDOUS MATERIALS or DANGEROUS CARGO causes personal injury, death, or damage to property or the environment, the CARRIER, its owners and operators and the shippers/owners of the cargo shall be liable for and will defend and hold harmless TMT from any and all LOSSES incurred or suffered by TMT as a result of injury, death, or damage.
- H. The CARRIER shall indemnify and hold TMT harmless from and against all LOSSES suffered or incurred resulting from failure of VESSELS, cargo or CONTAINERS containing HAZARDOUS MATERIALS or DANGEROUS CARGO to be in compliance with HAZARDOUS MATERIALS LAWS or DANGEROUS CARGO LAWS, as

applicable, result in or cause loss, damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law, the CARRIER, its owner(s) and operators, and the cargo and its shippers, owners, and agents shall be liable for, defend, and hold harmless TMT, its parent, affiliates, officers, employees, and agents from any and all "LOSSES" listed in subsection (d) resulting from such loss, damage, death, personal injury, pollution, natural resource damages, environmental damage and/or violations of Federal, State, or Local Law.

- I. See SOR Item 216-Discharging of Oils, Noxious Liquid Substances and Garbage; Leaking CONTAINERS

227 FORCE MAJEURE TMT and USERS shall be relieved of their obligations under this SOR in the event of FORCE MAJEURE to the extent performance is impaired by the event of FORCE MAJEURE.

228 ACCEPTANCE OF CARGO OR COMMODITY FOR HANDLING OR STORAGE

When any cargo or commodity is accepted for HANDLING or storage, the beneficial owner of the cargo or commodity shall be liable for all LOSSES incurred by TMT attributable to or because of infestation or inherent vice of the cargo or commodity in question.

229 STRIKES, LABOR DISPUTES

- A. In the event of a strike or other labor disturbances involving a VESSEL at berth or one waiting for berth (whether it involves the VESSEL's crew or otherwise) which will, in the sole judgment of TMT, interfere with, disturb, or impede operations of the TERMINAL, TMT may cancel such VESSEL's right to take berth or TMT may refuse to accept her at the berth, and if such VESSEL has taken berth, TMT may order such VESSEL out of berth. Should any VESSEL berth or interfere with other VESSELS' ingress to or egress from the berth after being informed of the inability of TMT to accept the VESSEL, or should the VESSEL refuse to vacate after being berthed, said VESSEL, her owners, agents and operators shall be liable for damages as hereinafter set forth.
- B. If any VESSEL fails or refuses to move or to vacate the berth when ordered to do so, a charge of \$2,083.00 per hour after notice has been given the VESSEL, her owners, operators, agents, master or mate will be assessed as damages. It is understood, however, and the parties agree, that this amount represents a minimum estimate of the damages to TMT because of the failure or refusal of the VESSEL to move or to vacate the berth, and that this charge shall not constitute a waiver by TMT to assess and collect the greater actual damages plus all interest, costs and attorneys' fees as TMT may sustain as the result of the VESSEL's failure or refusal to move or to vacate the berth.
- C. Furthermore, the failure or refusal of the VESSEL to move or to vacate the berth shall constitute a trespass entitling the owner and/or TMT to compel removal of the VESSEL from the area in which she may be then located or from the berth and the VESSEL, her owners, agents, and operators shall be liable for all damages together with interest, costs and attorneys' fees that may be incurred in having the VESSEL removed.

230 DAMAGED CARGO If a USER requests that TMT move damaged CONTAINERS or cargo, the USER shall submit a written request to TMT describing the cargo or CONTAINER it wishes TMT to move and stating that the party requesting the move agrees to accept any and all responsibility for the costs of the move and any and all damage that results from said movement and the cost of subsequent storage of the CONTAINER or cargo pending repair or transshipment

231 DAMAGED, ABANDONED OR UNIDENTIFIED EQUIPMENT DISPOSITION TMT

will not receive or permit storage of damaged, abandoned, misdelivered, or unidentified equipment on a TERMINAL. The VESSEL MANAGEMENT COMPANY shall be notified as follows:

a. Damaged Empty CONTAINERS

- i. After thirty (30) calendar days all damaged CONTAINERS will be assessed by TMT and a notice of movement will be issued to the CARRIER or VESSEL MANAGEMENT COMPANY responsible for the CONTAINER by email or facsimile.
- ii. Seven (7) calendar days following notice all damaged CONTAINERS will be moved from the TERMINAL by TMT to an off TERMINAL vendor(s) yard and a charge of \$2,500.00 will be invoiced to the VESSEL MANAGEMENT COMPANY. Off terminal yard vendor(s) will invoice directly for off terminal yard services.

b. All Other Equipment

- i. By written notification, from TMT, VESSEL MANAGEMENT COMPANIES, tenants, contractors and vendors have seven (7) calendar days to repair or remove damaged equipment not covered above in paragraph (a) from the TERMINAL.
- ii. After such five (5) days of storage, damaged equipment will be moved from the TERMINAL by TMT at the rate of \$2,500.00 to an off TERMINAL vendor(s) yard and invoiced to the owner of the equipment by said vendor for their services.

232 METRIC CONVERSION TABLE The following table is published for convenience and as a guide for measurement conversion when necessary.

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric TONS	Short TONS	Short TONS by 0.907
Short TONS	Metric TONS	Metric TONS by 1.102
Metric TONS	Long TONS	Long TONS by 1.016
Long TONS	Metric TONS	Metric TONS by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement TONS (40 cu.ft.)	Measurement TONS by 1.133
Measurement TONS (40 cu.ft.)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBM's (Ft. B.M. in thousands)	MFBM's by 2.36
MFBM's (Ft. B.M. in thousands)	Cubic Meters	Cubic Meters by 0.424

Metric Equivalents

1 Kilo - 2.2046 Pounds

1 Metric TON - 1,000 Kilos
1 Pound - 0.4536 Kilos
1 CWT (US - 100 Pounds) - 45.359 Kilos or 0.04536 Metric TONS
1 CWT (British - 112 Pounds) - 50.802 Kilos or 0.0508 Metric TONS
1 Bushel Grain (US) - 60 Pounds - 27.216 Kilos
1 Cubic Meter - 35.315 Cubic Feet
1 Cubic Foot - 0.0283 Cubic Meters
1,000 Ft. B.M. - 83.33 Cubic Feet
1 Cubic Meter - 423.792 Ft. B.M.
1 Barrel (US - 42 Gallons) - 158.987 Liters
1 Meter - 39.37 Inches
12 Inches - 30.48 Centimeters

**SECTION III
DOCKAGE, WHARFAGE, EQUIPMENT RENTAL,
MISCELLANEOUS VESSEL RULES AND CHARGES**

300 DOCKAGE CHARGES

VESSELS (Charged per Lineal Foot)	0 to 600'	\$12.50
	601' and greater	\$14.50
Barges (Charged per Lineal Foot)		\$12.50
Layberth Charges		
(1) Vessels – Standard Charge	per VESSEL	\$4,250.00
(2) Barges – Standard Charge	per VESSEL	\$4,250.00

Note 1 - Unless otherwise shown, all charges will be based on a per hour basis excluding downtime for TMT equipment.

Note 2 - DOCKAGE will be assessed to the VESSEL on overall length published in the current "Lloyds Register of Ships." If length is not shown in this publication, the length shown in the VESSEL's Certificate of Registry will be accepted.

Note 3 - The period of time for which DOCKAGE charges shall be assessed against a VESSEL shall commence when such VESSEL is made fast to the pier or dock and continue until such VESSEL has vacated the berth.

Note 4 – Long-term layberth arrangement may be made with TMT by emailing management at david.talton.jr@taltonmarine.com.

301 CANCELLATION OF PIER DOCKING When it is desired to cancel or postpone pier docking, advance notice of seventy-two (72) hours shall be given to TMT to preclude any loss of DOCKAGE charges. Otherwise, TMT will bill against the Master, VESSEL, ship owners, operators or agents, a DOCKAGE charge of \$4,250, and will use the pier for other purposes.

302 LINE HANDLING

	Each Movement		Additional Standby Time	
	Straight Time	Overtime	Straight Time	Overtime
Line Handling for VESSEL	\$1,563.00	\$2,963.00	\$675.00	\$750.00
Riding Crew for VESSEL	\$4,432.00	\$5,832.00	\$850.00	\$975.00

Above rates include an allowance of three (3) hours for the task. Additional standby time will be assessed at additional standby time hourly rates shown above.

303 **LINE HANDLING - RESTRICTED HOLIDAYS** Differential on double the straight time rate will apply per man hour which will be in addition to the Line Handling charges published in Item 302.

304 WHARFAGE AND HANDLING CHARGES

A. Handling of cargo not otherwise shown.	per 2000 pounds	\$25.00
B. Handling of loaded ISO CONTAINERS. (Note 1)	per 2000 pounds	\$20.00
C. Breakbulk cargo interchanged between water CARRIERS or direct discharge/load of breakbulk cargo to/from water and not handled over piers, wharves or bulkheads of TERMINAL.	per 2000 pounds	\$15.00
D. Handling of self-propelled automobiles and trucks on wheels, unboxed, not exceeding 4500 pounds.	per vehicle	\$35.00
E. Handling of transshipped CONTAINERS, loaded or empty, interchanged between VESSELS and handled over piers, wharves or bulkheads of TERMINAL.	per CONTAINER	\$75.00
F. Storage of loaded ISO CONTAINERS, not loaded to or discharged from VESSEL, per container per day.	per CONTAINER	\$250.00

Note 1 - Charge to be based on weight of cargo only. Tare weight of CONTAINER is excluded. WHARFAGE charges are for the account of the VESSEL MANAGEMENT COMPANY or agent unless other arrangements have been approved by TMT prior to arrival of cargo.

Note 2 - Failure to submit billing information within seven (7) calendar days as required by this SOR will result in withdrawal of credit privileges and issuance of a final invoice for WHARFAGE will be based on the net registered tonnage of the VESSEL according to Lloyd's Register of Shipping.

305 EQUIPMENT RENTAL GENERAL CONDITIONS AND CHARGES Parties renting TMT equipment agree to operate it within its rated capacity and understand that all charges will be assessed following rental and inspection of equipment. For quotes on rental equipment please contact TMT management at david.talton.jr@taltonmarine.com.

306 VESSEL OVERTIME CHARGES VESSELS working overtime hours and requiring TMT assistance will be assessed \$250.00 per man hour. Saturday, Sundays, and HOLIDAYS are subject to a minimum of four (4) man hours.

307 FRESH WATER

- A. TMT will furnish FRESH WATER to VESSELS at the following rates unless other arrangements are made prior to use:
 - a. \$20.00 per 1000 gallons during regular hours.
 - b. \$25.00 per 1000 gallons during other than regular hours.
- B. Subject to minimum of \$225.00 if watering is commenced and completed during regular hours. For service rendered at other than regular hours, the minimum will be \$750.00 except on weekends or HOLIDAYS when the minimum will be \$1,025.00

308 LINE BOAT

	Each Movement		Additional Standby Time	
	Straight Time	Overtime	Straight Time	Overtime
Line Boat for VESSEL	\$2,532.00	\$3,418.00	\$875.00	\$950.00
Service Boat for VESSEL	\$2,775.00	\$3,775.00	\$1,050.00	\$1,175.00

Above rates include an allowance of four (4) hours for the task. Additional standby time will be assessed at additional standby time hourly rates shown above.

309 FENDERS

	Straight Time	Overtime
Install/Remove	\$1,475.00	\$2,796.00
Install/Remove with Crane	\$4,375.00	\$6,382.00

Above rates include an allowance of three (3) hours for the task.

310 GANGWAY AND STAIR TOWERS

	Straight Time	Overtime	Monthly Rental
Install/Remove Gangway	\$1,563.00	\$2,963.00	Not Applicable
Install/Remove Access Deck	\$4,250.00	\$6,950.00	Not Applicable
Install/Remove Stair Tower	By Quote	By Quote	By Quote

Above rates include an allowance of three (3) hours for the task.

311 SHOREPOWER SERVICES

	Connect	Disconnect	Configuration	Spool/Unspool
Shorepower for VESSEL	\$15,000.00	\$15,000.00	\$45,000.00	\$40,000.00

Additional fees will be assessed for shorepower services provided to rafted/nested VESSELS. Above rates can be reduced for vessels under contract for long-term layberth. Electricity charged at cost without markup.

312 WASTE SERVICES

	6-8 Yard	10-30 Yard	HAZMAT	Debris
Waste Removal	\$375.00	\$1,475.00	By Quote	\$4,000.00

Debris or refuse requiring clean-up by TMT personnel will be charged by the day to the

responsible party.

**SECTION IV
MISCELLANEOUS SERVICES AND CHARGES**

400 MISCELLANEOUS CHARGES The following services will be performed by TMT at the charges shown below:

Rebilling Invoices	each	\$150.00
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401 SPECIAL SERVICES; EXTRA LABOR RATES. Upon request and with advance arrangements, TMT will provide SPECIAL SERVICES not listed in this SOR. Charges for these services will be billed at the following EXTRA LABOR RATES, cost of materials plus thirty percent (30%), and equipment rental. Requested services are performed by ILA Longshoremen as applicable. TMT will inform customers of labor classifications to be used. All ILA contract guarantees and Guaranteed Annual Income special assessment will be charged when applicable.

LONGSHOREMEN	Extra Labor & Detention at Regular Rate		
	ST	OT	PMH
Longshoreman	\$125.00	\$175.00	\$200.00
Equipment Operators	\$125.00	\$175.00	\$225.00

TERMINAL PERSONNEL	Extra Labor & Detention at Regular Rate	
	ST	OT
Supervisor	\$125.00	\$175.00
Administrator	\$250.00	\$300.00
Mechanic	\$200.00	\$275.00

Note 1- Vessel/Breakbulk related services requiring ILA labor will be invoiced to the vessel owner and /or agent. If guarantees are not satisfied by the ILA labor the remainder of the guarantee will be charged.

402 PARKING AND STORAGE OF USER EQUIPMENT

20' CONTAINER Storage	Each item per month	\$2,400.00
40' CONTAINER Storage	Each item per month	\$3,200.00
Trailer Storage	Each item per month	\$3,200.00
Tanker Storage	Each item per month	\$6,800.00
Self-Propelled Equipment Storage	Each item per month	\$2,600.00
Palletized Material Storage	Each item per month	\$600.00
HAZMAT Storage Surcharge	Each item per month	\$4,000.00
Vehicle Parking	Each item per day	\$25.00
Trailer Parking	Each item per day	\$65.00

Note 1 – Above rates are charged on a per month basis unless otherwise noted and are not subject to prorated assessment.

Note 2 – All vehicles, equipment and materials must comply with all stated and posted notifications regarding placement or parking. Should USERS fail to comply with restrictions on parking or placement, they will be required to relocate their vehicles, equipment, or materials immediately. Failure to do so will result in relocation by TMT at the USERS' expense.

403 SMALL TMT COORDINATED OPERATIONS

	Markup	Coordination Fee (per Operation)	Labor Fee (per Man Hour)
Non-HAZMAT	1.30%	\$1,250.00	\$125.00
HAZMAT or Explosive Material	1.50%	\$2,250.00	\$250.00

405 SEGREGATION AND SORTING If, after cargo has been sorted, graded and stowed and/or assembled on the TERMINAL awaiting delivery as per bill of lading, the consignee, thereafter, desires additional sorting, grading and/or specific selection of said cargo in connection with the subsequent LOADING thereof, a written request detailing the nature of the SPECIAL SERVICES desired must be submitted, in advance of LOADING, to TMT.

406 USAGE CHARGES When a TERMINAL is used by others for the purposes for which a charge is not otherwise specified, TMT will assess a USAGE CHARGE. If USER and TMT have not agreed on a charge in advance of services being performed, then TMT may impose a non-discriminatory USAGE CHARGE determined by TMT in its reasonable discretion.

407 MINIMUM BILLING All charges published in this SOR, and not otherwise excepted, will be subject to a minimum charge of \$75.00 per billing.

408 GANGWAY GUARD Gangway Guard \$75.00 per hour, 4 hour minimum.

409 ESCORT FEE

- A. \$65.00 per hour, per person in the event that TMT is required to escort individuals who do not hold a valid TWIC card.
- B. For contractors who do not hold a valid TWIC and are escorted to/from a VESSEL, a flat rate of \$65.00 per person round trip will apply.

410 OTHER SERVICES Other services not mentioned or priced in this SOR shall be quoted with best effort and in good faith, then assessed for billing following completion of the task.

SECTION V DEFINITIONS

BASIC CONTAINER UNIT RATE means a rate which includes charges for SOR Items which typically apply to the handling of all CONTAINERS at the TERMINALS. The BASIC CONTAINER UNIT RATE shall not exceed the aggregate of the SOR charges included in the unit rate.

BERTH means the riparian areas leased or owned by TMT extending from the seabed or riverbed up to and including the high-water mark.

BULK CARGO means cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. BULK CARGO loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to this SOR.

CARRIER means a VESSEL MANAGEMENT COMPANY, barge or VESSEL operator, motor carrier, or rail carrier/operator which brings cargo to a TERMINAL to be loaded or discharged.

CHECKING means the service of counting and checking cargo against appropriate documents for the account of the cargo or the VESSEL, or other person requesting same.

CONTAINER means a standard ISO 20-foot, 40-foot, or 45-foot seagoing, intermodal CONTAINER having approximately the following basic dimensions with any height:

	20-foot	40-foot	45-foot
Overall Length	19' 10-1/2"	40' 0"	45' 0"
Overall Width	8' 0"	8' 0"	8' 0"

A CONTAINER when used for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction; however, the CONTAINER must confine and protect its contents from loss or damage from the elements and must be susceptible to being handled in transit as a unit.

Oversized or over-height CONTAINERS are any CONTAINER where the cargo extends beyond the length, width or height of the CONTAINER. A CONTAINER with dimensions in excess of the following will not be accepted due to railroad restrictions:

- a) Overall height in excess of 13 feet 6 inches
- b) Overall length in excess of 48 feet
- c) Overall width in excess of 102 inches
- d) Measurement from center line of CONTAINER to outermost lateral point, in excess of 51 inches

For the purpose of this SOR, trailers on wheels which moves onto or off of a vessel by means of a ramp and flats measuring 10', 15' and 20' x 8' not requiring inside storage shall be deemed to be a CONTAINER. "Vans" used in connection with the shipments of household goods are not included within this definition.

CONTAINER YARD means the area(s) on a TERMINAL designated by TMT where loaded or

empty CONTAINERS can be put at a POINT OF REST.

CYBER ATTACK means an attempt to damage, disrupt, or gain unauthorized access to a computer, computer system, or electronic communications network.

DANGEROUS CARGO means: (i) cargo regulated under applicable law as being dangerous under 33 CFR Part 126, including without limitation “dangerous cargo” and “cargo of a particular hazard” as defined therein, (ii) “Certain Dangerous Cargo (CDC)” as defined in 33 CFR Part 160, and (iii) and all other cargo of unknown nature or value or which may be dangerous to human health or the environment. This term includes EXPLOSIVES.

DANGEROUS CARGO LAWS means international and U.S. laws, rules, treaties, and regulations governing the handling, transportation, and storage of DANGEROUS CARGO, including but not limited to 33 CFR Parts 100-185 (U.S. Coast Guard), 49 CFR 100-185 (U.S. Department of Transportation), as they may be amended, supplemented, and/or renumbers, and all regulations published in accordance therewith.

DOCKAGE means a charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure or bank.

DUAL RECEIVING means a CONTAINER is received by the TERMINAL from an inland carrier (truck or rail) and the CONTAINER departs by truck or rail rather than departing via a VESSEL.

EXTRA LABOR RATES means the rates for labor for special services for which a rate is not stated in this SOR. All ILA contract guarantees and Guaranteed Annual Income special assessment will be charged for labor when applicable.

EXPLOSIVES means any substance or article, including a device, which is designed to function by explosion (i.e., an extremely rapid release of gas and heat) or which, by chemical reaction within itself, is able to function in a similar manner even if not designed to function by explosion, that have (i) a mass explosion hazard; a mass explosion is one which affects almost the entire load instantaneously explosives; (ii) a projection hazard but not a mass explosion hazard, and (iii) a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard. The term includes a pyrotechnic substance or article.

EXPORT CARGO means cargo received at a Terminal for loading into a vessel for shipment to a foreign or domestic offshore port or destination.

FORCE MAJEURE means damage or destruction to one or more of the TERMINALS by fire, radiation, hurricane, flood, riot, earthquake, volcanic eruption, tidal wave, windstorm, hail, explosion, power loss, act of God, public enemy or other casualty, or if they are seized, or utilization or operation thereof be suspended, abated, prevented or impaired by reason of war, warlike operations, acts of TERRORISM, CYBER ATTACK, contamination, governmental decree, strikes, slowdowns, or other labor disputes, lockouts or other work stoppage or by reason of any other condition beyond the control of TMT, so as to render one or more of the TERMINALS or the equipment thereon wholly or partially inoperable, inaccessible, or unfit for use, or so as to make it impossible or impractical for TMT to meet its obligations.

FREE TIME means a period in this SOR during which cargo, including in-transit cargo, may occupy space assigned to it on Terminal property, including off-dock facilities, free of LOADED

CONTAINER STORAGE charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

HANDLING means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

HAZARDOUS MATERIALS means materials and substances that the U.S. Department of Transportation, Department of Homeland Security, USCG, EPA or any other state or federal agency has regulated as posing an unreasonable risk to health, safety, and property when transported. HAZARDOUS MATERIALS includes without limitation materials and substances designated or regulated as hazardous under 49 U.S.C. §5103 et. seq., 49 CFR 172.101, and 49 CFR Part 173, and all successor and replacement laws and all regulations published in accordance therewith.

HAZARDOUS MATERIALS LAWS means international and U.S. laws, rules, treaties, and regulations governing the HANDLING, transportation, and storage of HAZARDOUS MATERIALS, including but not limited to 49 U.S.C. §5103 *et seq.* 49 CFR Parts 100-185, the Maritime Transportation Security Act of 2002, and all regulations published in accordance therewith.

HEAVY LIFT means the service of providing heavy lift cranes and equipment for lifting cargo.

HOLIDAYS

The TERMINALS will be closed for all operations on the following HOLIDAYS:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

The TERMINALS will be open for limited operations on the following HOLIDAYS:

- Martin Luther King's Birthday
- George Washington's Birthday
- Memorial Day
- Columbus Day
- Veterans Day

TMT may change Terminal operating times from time to time based on weather or other factors. Details available on the TMT web site at www.taltonmarine.com.

IMPORT CARGO means cargo, including in-transit cargo, received at a TERMINAL from a VESSEL from a foreign or domestic offshore port or origin for loading to a domestic motor, rail or water CARRIER.

INTERCOASTAL when applied to cargo means cargo originating at or destined to points on the Pacific Coast of the United States.

LOADED CONTAINER STORAGE means a charge assessed against cargo remaining in or on TERMINAL facilities after the expiration of FREE TIME, if any, unless arrangements have been

made for storage.

LOADING OR UNLOADING means loading or unloading cargo between any place on the TERMINAL and railroad cars, trucks, VESSELS, or any other means of conveyance to or from a TERMINAL. LOADING OR UNLOADING does not include special stowage, blocking or bracing, sorting or grading, stripping or stuffing CONTAINERS, or otherwise selecting the cargo for the convenience of CARRIER or consignee.

LOSSES means all (i) fines and penalties, (ii) actual and statutory damages, (iii) removal, response, and remediation costs, (iv) investigation and testing costs, (v) engineering and consultant costs, (vi) fumigation costs, and (vii) reasonable costs and attorneys' fees.

POINT OF REST means a point within a Terminal where TMT designates that a CONTAINER, cargo, or equipment be placed for movement to or from a VESSEL.

OPEN AND/OR PARKING AREA refers to the designated open storage or parking area on a TERMINAL where CONTAINERS, when on own wheels or bogies or frames or chassis may be held on instructions by the owner or agent of said CONTAINER.

PALLETIZED OR SKIDDED CARGO means cargo which is palletized or skidded to the satisfaction of TMT and is eligible for reduced LOADING OR UNLOADING rates. It must be situated on the pier or on the truck or railcar so that it can be loaded into a truck or railcar or unloaded from a truck or railcar by the insertion of the terminal's forklift truck blades. If it is necessary to shift cargo prior to such insertion, the full LOADING OR UNLOADING rate will apply.

Note 1 - Subject to minimum 500 pounds gross weight per unit.

Note 2 - Should PALLETIZED or SKIDDED CARGO become disassembled prior to or during HANDLING by TMT, the cost of reassembling will be charged against the cargo.

Note 3 - To qualify for discounts available under provisions of this item, commodity descriptions on all billing documents, such as Bill of Lading, Waybill, Carriers Pro or Delivery Order, must clearly indicate commodity is palletized or skidded.

RECEIVING CONTAINER means physical acceptance of a CONTAINER by TMT either from the inland CARRIER, to facilitate physical exchange of the CONTAINER at "POINT OF REST" with a water CARRIER, or physical acceptance by TMT of a CONTAINER at "POINT OF REST" from a water CARRIER to facilitate physical exchange with an inland CARRIER.

REHANDLING means the service of physically moving Cargo or equipment any place on a Terminal not involving LOADING or UNLOADING.

RESTOW means the movement of a CONTAINER or other item of cargo from vessel to wharf to vessel necessary to discharge or load CONTAINERS or other item of cargo to/from the vessel. See SHIFT.

ROLLED CONTAINER means a CONTAINER which is assigned a booking number to depart a TERMINAL on a specific vessel call but is not loaded on that vessel call or when the port of destination of the CONTAINER is changed.

SHIFT means the movement of a CONTAINER or other item of cargo from one bay or compartment of a vessel to another bay or compartment on the vessel necessary to discharge or

load CONTAINERS or other item of cargo to/from the vessel. See RESTOW.

SOR means this Schedule of Rates.

SPECIAL SERVICES means services performed for which there is not a published charge.

TERMINALS means the ocean marine TERMINALS, and future supplementary facilities operated by TMT. "TERMINAL" means one of the TERMINALS. The TERMINALS include CSX, and LPD (effective April 1, 2016. "TERMINALS" includes without limitation "TERMINAL FACILITIES" which means one or more structures at the TERMINALS comprising a terminal unit, which include, but are not limited to, BERTHS, piers, wharves, warehouses, covered and/or open storage spaces, cranes, and/or BULK CARGO loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo, CONTAINERS and/or passengers in the interchange of same between land and water CARRIERS or between two water CARRIERS.

TERMINAL SERVICES includes checking, dockage, handling, heavy lift, loading and unloading, terminal storage, wharfage, and additional services offered by TMT per this SOR.

TERMINAL STORAGE means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo, equipment or material after the expiration of FREE TIME, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, if provided.

TERRORISM and TERRORIST ACTS mean activities against persons or property of any nature involving the preparation to use, the use or the threat to use force or violence of any nature that injures, damages, interferes with, disrupts or contaminates persons or property, including intangible property, communication, electronic, information or mechanical systems where the purpose or result of such activities is to damage, intimidate, or coerce a government, its economy, the military arm of a government or its civilian population and its apparent purpose is to further political, ideological, religious, social or economic objectives or to express opposition to political, ideological, religious or social systems. The term "damage" and the corollary terms included therewith shall include damage caused incidentally through the efforts of legitimate government to oppose, prevent and contain TERRORISM.

TIME IN The physical arrival of cargo via Gate In or VESSEL Arrival event to the terminal.

TIME OUT The physical departure of cargo via Gate Out or VESSEL Departure event from the terminal.

TON except as otherwise provided in individual items, TON as used in this SOR, has reference to a TON of 2,000 pounds.

USAGE means the use of a Terminal by any CARRIER, contractor, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified in this SOR.

USER shall mean each (i) each VESSEL and CARRIER, (ii) stevedore, (iii) shipper, consignee, and beneficial cargo owner, (iv) contractor, subcontractors and vendor of TMT, or another USER, (v) licensee and permittee, and (vi) and every other person or entity using, coming onto, or

berthing at a Terminal.

VESSEL means a ship, barge, or other floating craft of any description.

VESSEL MANAGEMENT COMPANY means a vessel operator managing, on behalf of the United States Government or otherwise, a vessel engaged in sailings from any United States port or ports to named ports, or requiring layberth, repair or services.

TMT PARTIES means TMT, its parent, affiliates, subsidiary(ies), officers, agents and employees.

WHARFAGE means a charge against the cargo or VESSEL for use of the wharves, pier or bulkheads by all cargo passing or conveyed over, onto, or under wharves or between VESSELS when berthed at wharf or when moored in slip adjacent to wharf. Cargo placed in piers or at shipside or on the apron shall be considered to have earned WHARFAGE which will be collected whether or not the cargo eventually is loaded aboard a VESSEL. WHARFAGE is solely the charge for use of wharves, piers or bulkheads and does not include charges for any other service.

WHEELED CONTAINER means a CONTAINER, loaded or empty, on own wheels, bogies, frames, chassis or flatbed trailer, furnished by owner or agent.