



TERMINAL RULES AND REGULATIONS



Magellan Terminals Holdings, LP
160 Old Spanish Trail
Gibson, Louisiana 70356
Terrebonne Parish

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Section 1 – Introduction & General Information

WELCOME TO GIBSON, LOUISIANA

INTRODUCTION

These Terminal Rules and Regulations (the “Rules and Regulations”) are addressed and shall apply to all Masters, owners, operators, and agents of all inland towing vessels, barges, and all other vessels, as applicable (collectively, “Vessels,” or singularly, the “Vessel”), and any contractors or sub-contractors thereof, calling at or otherwise doing business at the Gibson Marine Terminal located in Gibson, Louisiana (the “Terminal”), as described in these Rules and Regulations. Any such individual, entity, or Vessel, along with the employees, contractors, subcontractors, representatives, agents, or assigns thereof, calling or otherwise doing business at the Terminal is sometimes referred to herein as a “User,” except that the term “User,” for purposes of these Rules and Regulations, shall not include any customer, individual, or entity that has entered into and remains a signatory and contractual counterparty to a Terminalling Agreement with Gibson, as that term is defined below.

Use of the Terminal constitutes evidence of an agreement on the part of the User to accept and be covered and bound by these Rules and Regulations. Gibson Terminal and its operator, Magellan Terminals Holdings, L.P. (Magellan), reserve all rights and remedies that they may have for non-compliance by any Vessel, or any other party, with any of the provisions set forth in these Rules and Regulations. Magellan has the discretion to exercise Gibson Terminal’s rights and remedies for a Vessel’s non-compliance with the Rules and Regulations. For purposes of these Rules and Regulations, Gibson Terminal and Magellan, together with their officers, directors, employees, agents, subcontractors, contractors, assigns, and invitees are referred to, collectively, as “Gibson.”

Notwithstanding anything to the contrary herein, the rights of any User to utilize the Terminal shall be subject to the prior approval of Gibson, which reserves the right to deny access and/or use of the Terminal and/or to provide any services solely at its discretion, including during changes in the applicable maritime security level, river or water conditions, other weather events, or other emergencies.

GENERAL INFORMATION

The Terminal is located at the following physical address:

**Magellan Terminals Holdings, LP
160 Old Spanish Trail
Gibson, Louisiana 70356**

The Terminal berths are located at the following GPS coordinates:

29° 40'44.21"N / 91° 00'12.62"W – Front Dock

29° 40'03.10"N / 91° 00'41.71"W – Back Dock

An aerial view of the terminal berth locations is included in Appendix A.

Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility and Gibson 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 or unloading at the Terminal. Only Vessels engaged in private or contract carriage pursuant to private commercial arrangements will be accepted by Gibson for berthing at the Terminal.

Any Vessel calling at the Terminal is responsible for: (a) the condition of the Vessel, (b) the safe conduct of all operations onboard the Vessel, (c) compliance with all federal, state, and local laws, rules, and regulations, and (d) compliance with all rules and regulations contained within these Rules and Regulations.

WHILE GIBSON BELIEVES THAT THE DATA AND INFORMATION HEREIN IS ACCURATE AT THE TIME OF ISSUANCE, AND THAT THE RULES AND REGULATIONS CITED ARE COMPLETE, GIBSON MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE VALIDITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THESE RULES AND REGULATIONS. IT IS THE RESPONSIBILITY OF THE USER TO BE FAMILIAR WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

Vessels calling at the Terminal are required to maintain a copy of these Rules and Regulations on board in a readily accessible manner. These Rules and Regulations are the property of Gibson and shall not be duplicated without the written authorization of Gibson.

This information shall not relieve any Vessel or User of the responsibility to safely dock, moor, and sail the Vessel and to use whatever assistance over and above these requirements that may be necessary. This information does, however, represent the minimum requirements for the Terminal. Dock personnel will have authority in seeing that these requirements are met.

Any Vessel or User, while at the Terminal, shall have adequate knowledge of these Rules and Regulations, as well as all applicable local, state, and federal regulations as they pertain to ship-to-shore transfers, and ensure that all crew members, vendors, line handlers, as well as contractors and visitors are fully informed of these requirements. Vessels that do not comply with these Rules and Regulations may not be permitted to dock or may be asked by Gibson to immediately disconnect and leave the Terminal.

The owner and/or the operator of the Vessel, as well as the Master of each Vessel using the Terminal, is responsible for the condition of that Vessel, and the Master shall be responsible for the safe and business-like conduct of personnel and operations onboard the Vessel while alongside the Terminal.

The Terminal takes no responsibility for the condition of any Vessel alongside the Terminal, whether inspected or not, nor does the Terminal take any responsibility for the safe conduct of operations onboard the Vessel.

If the Vessel is boarded by the U.S. Coast Guard and does not pass inspection or is found to be unfit to transfer product, the Vessel may be asked to leave the Terminal. This also applies to all other government agency regulations such as U.S. Customs and Border Protection. The Terminal also reserves the right to cease operations and ask the Vessel to leave the Terminal for any reason whatsoever.

It is the responsibility of the shipping company and/or the Vessel to contact the Terminal, either directly or through an agent, should the Vessel be in non-compliance with any federal, state, or local laws, rules, or regulations, or with any part of these Rules and Regulations. The shipping company and/or the Vessel must

ensure that any conflict is resolved before the Vessel's arrival at the Terminal.

ACCESS

User may access the Terminal only to load and discharge petroleum products and only at such times as authorized in advance by Gibson. User shall comply with all of Gibson's rules and regulations, including but not limited to those set forth herein, in order to access to the Terminal. User and any of User's employees, agents, contractors, subcontractors, invitees, or other representatives seeking access to the Terminal should have, and will produce to Gibson upon request, valid proof of applicable credentials, licenses, or certificates as may be required by law and a current and valid Transportation Worker Identification Credential (TWIC) issued by the Transportation Security Administration in order to access the Terminal. If any such person or persons listed above do not have a TWIC, they are required to be accompanied by an individual who holds a valid TWIC in order to access the Terminal and at all times while said person or persons are within the Terminal. At the time of scheduling access to the Terminal, User shall provide Gibson with a list that identifies any and all representatives of User that plan to exit the Vessel at the Terminal. Vessel and User agree that Gibson shall not be responsible or liable for safe access to the Terminal.

SAFE BERTH

The Vessel shall be solely responsible for determining if the depth of water (at any tide or water stage) at the Terminal is sufficient for the Vessel to navigate, berth, and/or load at the Terminal under any and all circumstances, with Gibson having no responsibility whatsoever therefor. Vessel and User agree that Gibson shall not be deemed to guarantee or warrant the safety, depth, or suitability of any berths, public channels, fairways, approaches thereto, anchorages, or other publicly operated or maintained areas, either inside or outside the area in which the Terminal operates, where the Vessel may be directed, including but not limited to the port area where any Vessel may operate, nor does Gibson warrant or guarantee the absence of underwater hazards or obstructions in these waters. Vessel and User agree that Gibson shall not be responsible or liable for any loss, damage, expense, injury, or delay to the Vessel resulting from the use of such public waterways. Furthermore, Vessel and User agree that Gibson shall not be deemed to and does not warrant the safety and security of the Terminal. Vessel and User agree that Gibson shall not be responsible or liable for ensuring or providing a safe berth at the Terminal.

VESSEL WARRANTIES

User warrants the seaworthiness of each Vessel to which Gibson provides services, including the Vessel's equipment, gear, machinery, and/or appurtenances, and User warrants that each such Vessel is, and will be, compliant with its respective classification society rules, regulations, and certificates. User warrants safe access on and off each such Vessel for Gibson and Gibson's employees, agents, representatives, invitees, contractors, and subcontractors as well as safe working conditions while such personnel are on any such Vessel.

REMEDIES FOR ENFORCEMENT OF TERMINAL RULES AND REGULATIONS

Gibson shall have all remedies available to it at law, in equity, or in admiralty to enforce these Rules and Regulations, including, but not limited to, suspending Terminal operations and/or the provision of services hereunder. Gibson shall also have all remedies available at law, in equity, and/or in admiralty available to it to collect all fees, charges, and/or damages due hereunder, including, but not limited to, the remedy to assert and enforce liens against the Vessel or its cargo for such fees, charges, and/or damages. In the event Gibson engages counsel to enforce any provision of the rules, regulations, terms, or provisions set forth herein, Gibson shall be entitled to recover its expenses incurred in such proceedings, including but not limited to any and all

attorneys' fees and costs.

INDEPENDENT CONTRACTOR

User acknowledges and agrees that Gibson's performance of any services is as an independent contractor. Under no circumstances shall Gibson or any of its employees, agents, contractors, or subcontractors be considered an employee or agent of User.

LIMITATIONS

Gibson may exclude any User from the Terminal who, in Gibson's sole discretion, poses a risk to persons, property, or the environment.

COMPLIANCE WITH LAWS AND REGULATIONS

Prior to coming into the Terminal, all Vessels and Users shall have fully complied with all applicable U.S. Coast Guard regulations and all applicable local, state, and federal laws and regulations in effect while the Vessel is at the Terminal, and including but not limited to any U.S. Coast Guard approved Facility Security Plan (FSP). In no event shall loading or unloading of a Vessel occur until such time as the Vessel has been cleared by U.S. Customs, as applicable. If any Vessel fails to comply with all such laws and regulations, Gibson may order the Vessel to vacate its berth at the Terminal. If the Vessel does not vacate its berth when so ordered (whether by Gibson and/or any governmental authority), the Vessel will be liable for all costs and expenses, including, but not limited to, attorneys' fees and costs, in connection with the moving of the Vessel and the enforcement of Gibson's rights hereunder, which costs and expenses shall be for the account of and the full risk of the Vessel and/or User, as applicable.

Gibson may report any act by a Vessel or User that is suspected to be a violation of any laws or regulations to the appropriate governmental authority.

VESSEL AND USER LIABILITY; RESPONSIBILITY AND INDEMNIFICATION

VESSEL AND USER AGREE THAT GIBSON SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CARGO OR VESSELS CALLING UPON AND/OR UTILIZING THE TERMINAL. GIBSON WILL RECEIVE, LOAD, UNLOAD, TRANSFER, HANDLE, OR DELIVER CARGO IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH HEREIN. VESSEL AND USER AGREE THAT, IN PROVIDING SERVICES HEREUNDER, GIBSON SHALL NOT BE RESPONSIBLE FOR ANY DEMURRAGE OR OTHER DAMAGES FOR ANY LOSS OF TIME, DELAY, DEMURRAGE, OR ANY OTHER DAMAGES INCURRED BY ANY VESSELS OR USER, FOR ANY CAUSE WHATSOEVER. VESSELS OR USER SHALL COMPLY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS.

VESSEL AND USER HEREBY AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS GIBSON, MAGELLAN TERMINALS HOLDINGS, L.P., AND ALL PERSONS, FIRMS, OR OTHER ENTITIES THAT MAY MANAGE, OWN OR CONTROL THE OPERATIONS OF SAID TERMINAL, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND THE INSURERS OF ALL (HEREAFTER THE "GIBSON INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, DAMAGES, LIABILITIES OR EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES, IN CONNECTION WITH THE LOSS OF LIFE, ILLNESS, BODILY INJURY, DISEASE, OR ANY OTHER INJURY OF ANY TYPE WHATSOEVER, INVOLVING A VESSEL OR USER, AND IN CONNECTION WITH DAMAGE, CONTAMINATION, OR LOSS OF PROPERTY OF A VESSEL OR USER, INCLUDING THE VESSEL'S OR USER'S CARGO, PRODUCT, OR EQUIPMENT, ARISING OUT OF OR RELATED TO THEIR USE OF THE TERMINAL, SAFE BERTH OR DEMURRAGE, AND WHETHER

OR NOT CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE GIBSON INDEMNITEES OR THE UNSEAWORTHINESS OF ANY VESSEL.

VESSEL AND USER AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE GIBSON INDEMNITEES FROM, BUT NOT LIMITED TO, LOSSES, PENALTIES, FINES, CLEAN-UP COSTS, NATURAL RESOURCE DAMAGE, REMEDIATION COSTS, REMOVAL COSTS, DEMURRAGE, ADMINISTRATIVE COSTS, AND ANY AND ALL OTHER COSTS AND LIABILITIES THAT ARISE, DIRECTLY OR INDIRECTLY, FROM POLLUTION CAUSED OR THREATENED BY A VESSEL OR USER, OR THE MASTER OR CREW OF A VESSEL, WHETHER (A) IN LOADING OR UNLOADING CARGO, (B) IN THE OPERATION OR MANAGEMENT OF A VESSEL, OR (C) FROM A SPILL OR DISCHARGE INTO THE AIR OR UPON LAND OR THE NAVIGABLE WATERS OF THE UNITED STATES OF THE CARGO, FUEL, OR ANY POLLUTANT OF OR FROM A VESSEL OR OF ANY OTHER PARTY AT ANY TIME WHILE SAID CARGO, FUEL, OR POLLUTANT IS ON BOARD A VESSEL OR WHEN SAID CARGO, FUEL, OR POLLUTANT IS WITHIN THE CARE, CUSTODY, OR CONTROL OF A VESSEL OR THOSE FOR WHOM A VESSEL IS RESPONSIBLE, AND, IN THE CASE OF ANY OF (A), (B), OR (C), WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE GIBSON INDEMNITEES OR THE UNSEAWORTHINESS OF ANY VESSEL.

THE INDEMNITIES HEREIN SHALL SURVIVE INDEFINITELY.

VESSEL AND USER INSURANCE

a. Vessel or User, as applicable, shall obtain at its sole cost and expense and shall carry and maintain in full force and effect, and cause any Vessel owned, chartered, or operated by the User and used in the transfer, loading, or unloading of the Vessel at the Terminal to obtain and maintain insurance coverages with insurance companies rated not less than A-, IX by A.M. Best or otherwise reasonably satisfactory to Gibson in the following types and amounts:

- i. Hull and Machinery Insurance on each Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade.
- ii. Protection and Indemnity ("P&I") Insurance provided through any combination of (i) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (ii) policy(ies) with a commercial insurance company(ies) or underwriters/syndicate(s) acceptable to GIBSON with terms no less broad than those customarily carried by similar marine carriers, with the "as owner" clause deleted, with limits of not less than ten million (\$10,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of Master, mates, and crew; tower's liability for tugs, excess collision liability; cargo legal liability; pollution liability; and contractual liability. In addition, any towboat or tug utilizing the Terminal shall carry tower's liability insurance.
- iii. Pollution Liability Insurance, either by endorsement to the appropriate insurances named above, or by separate insurance with an insurance company(ies) or underwriters/syndicate(s) rated not less than A-, IX by A.M. Best or otherwise reasonably acceptable to GIBSON with limits of not less than two hundred million (\$200,000,000) per occurrence or the maximum amount required under the Oil Pollution Act of 1990 ("OPA90") and any amendments thereto, whichever is greater, covering any and all environmental risks, penalties, action or otherwise and equivalent to that coverage provided by Lloyd's of London Pollution Policy/Environmental Pollution Group. COFRs shall also be maintained on all Vessels loading or unloading at the Terminal.

- iv. All risk cargo insurance, in an amount not less than one hundred and ten percent (110%) of the fair market value of the cargo.
- v. Workers' Compensation and Employer's Liability Insurance, with United States Longshore and Harbor Workers Compensation Act endorsement and with the maritime endorsement, with minimum limits as required by federal or state law.
- vi. Commercial General Liability Insurance, including contractual liability cover, with any "watercraft exclusion" being deleted, and in an amount of not less than twenty-five million (\$25,000,000) per accident or occurrence, which may be structured through excess or umbrella policies.
- vii. Excess Liability or Bumbershoot Liability Insurance with limits of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate providing additional limits of insurance of the coverage described above.
- viii. Any additional insurance coverages required by state or federal law.

b. User will provide GIBSON, 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. The insurance coverage required under these Rules and Regulations shall cover the User's liabilities and obligations as set forth herein and shall be endorsed to (i) contain waivers of subrogation rights against the GIBSON Indemnitees (as that term is defined above), (ii) name the GIBSON Indemnitees (as that term is defined above) as additional insureds (except the Workers' Compensation Policy); (iii) provide that such insurance is primary with respect to all insureds and that the GIBSON Indemnitees' (as that term is defined above) insurance shall be noncontributing under any and all circumstances; and (iv) shall be applicable to cover the risks and obligations of the parties hereunder.

c. The insurance requirements set forth herein shall not in any way limit any User's or Vessel's legal and/or contractual obligations and liabilities under any customer contract or these Rules and Regulations, and insurance coverages need not be exhausted prior to the application and enforcement of any indemnity clause hereunder. The insurance coverages required hereunder will be maintained by each primary named insured at its sole cost and expense at all times during the term of any customer contract including any premiums, deductibles, and self-insured retentions. If liability for loss or damage is denied by the insurer(s) of a User or Vessel, in whole or in part, because of the (i) breach of any policy for the insurance coverages required hereunder, (ii) failure to obtain or maintain any of the insurance coverages required hereunder, or (iii) in any other breach of these Rules and Regulations or the User's and/or Vessel's contract of insurance with its carrier, **VESSEL OR USER, AS APPLICABLE, SHALL RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS GIBSON INDEMNITIES AGAINST ALL CLAIMS AS SET FORTH ABOVE.**

GOVERNING LAW, JURISDICTION AND VENUE

These Rules and Regulations shall be governed, construed, and enforced in accordance with the General Maritime Law of the United States. To the extent the General Maritime Law is not applicable, the laws of the State of Texas shall apply without regard to its conflicts of laws provisions. For any action for the enforcement of these Rules and Regulations, Vessel and User hereby agree exclusively to the jurisdiction and venue of the United States District Court for the Southern District of Texas, and waive their rights to bring an action, claim,

or suit in any other forum or venue.

FORCE MAJEURE

In the event that GIBSON is rendered unable, wholly or in part, by reason of Force Majeure, as defined below, to carry out its obligations under these Rules and Regulations, it is agreed that GIBSON's obligations under these Rules and Regulations, if any, shall be suspended to the extent of and during the continuance of any inability so caused, but for no longer period. Vessel and User agree that GIBSON shall not be liable for demurrage or any other charges incurred by a Vessel or User during a Force Majeure event.

For purposes of these Rules and Regulations, "Force Majeure" means any act, event, or circumstance at the Terminal or that effects GIBSON's ability to provide services at the Terminal, whether of the kind described herein or otherwise, that is not reasonably within the control, does not result from the negligence of, and would not have been avoided or overcome by any exercise of reasonable diligence by GIBSON, and that prevents or delays in whole or in part GIBSON's compliance with or performance of any one or more of its obligations under these Rules and Regulations, and may include without limitation the following: acts of God, acts of natural phenomena, landslides, subsidence, severe lightening, earthquakes, volcanic eruptions, fires, tornadoes, hurricanes, storms, floods or high water, washouts, tidal waves or tsunamis, or any named weather or storm event; acts of terrorism or war; strikes, lockouts or labor disputes; orders, rules, regulations, restrictions, or laws of any governmental authority having or asserting jurisdiction; expropriation, requisition, confiscation, or nationalization of the Terminal; epidemics, quarantine, or private or public health emergencies, including but not limited to an occurrence or imminent threat of an illness or health condition regardless of whether or not of a novel or previously controlled or eradicated infectious agent or biological toxin; inability to procure material, equipment, or necessary labor for the Terminal; inability to obtain, or suspension, termination, adverse modification, interruption, or inability to renew, any servitude, right of way permit, license, lease, consent, authorization, or approval of any governmental body having or asserting jurisdiction; breakdown or destruction of the Terminal docks, pipelines, machinery, or equipment; electrical failure at the Terminal; or closures or restrictions imposed on the port or public channels (including fog restrictions) by the U.S. Coast Guard or other governmental authority having or asserting jurisdiction over the Terminal.

CHANGES AND INTERPRETATION

These Rules and Regulations are subject to change without prior notice in GIBSON's sole discretion. GIBSON shall be the sole judge as to the interpretation and application of these Rules and Regulations.

SEVERABILITY

If any provision of this Agreement is partially or completely unenforceable pursuant to law, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any provision is so deleted, then the remaining provisions will remain in full force and effect.

ASSIGNMENT

User may not assign these Rules and Regulations, or any contract entered into by and between User and GIBSON, without the prior written consent of GIBSON. Any purported assignment in violation of this provision will be void. GIBSON may freely assign these Rules and Regulations, and/or any contract entered into with User, without obtaining the prior written consent of User.

NOTICES

Any notice made pursuant to these Rules and Regulations shall be made orally with written confirmation by email transmission, confirmed by read receipt or email reply, to the Terminal's Area Supervisor and/or Operations Supervisor at the email address(es) set forth below.

KEY CONTACTS

Berth Operations Office

Primary Telephone: 985-637-9579

Secondary Telephone: 985-575-9908

Terminal Supervision

Josh Pellegrin – Area Supervisor

Telephone: 470-377-7701 / 713-392-9623

Email: joshua.pellegrin@magellanlp.com

External Contact Information

Louisiana One Call

(State Police, LDEQ, LEPC, SERC, LA State Hazardous Materials Hotline)

Telephone: 1-877-925-6595

Terrebonne Parish Sheriff

Telephone: 985-876-2500

Gibson Fire Department

Telephone: 985-575-2655 / 911

U.S. Coast Guard – Morgan City

Telephone: 985-397-3277 / 985-397-3297

U.S. Coast Guard National Response Center

Telephone: 1-800-424-8802

US Environmental Protection Agency – Region VI

Telephone: 1-866-372-7745

Section 2 – Dock & Mooring Information

DOCK INFORMATION

The Gibson Marine Terminal is composed of two crude-oil berths located approximately one mile down river from one another, on Bayou Black in Gibson, LA. The Gibson Marine Terminal accepts inland barges ranging in capacity from 10,000 bbls to 60,000 bbls.

Gibson, Louisiana is in the US Central time zone, which is GMT (-6) hours. Daylight Savings Time is in effect during such time periods as established by the federal government.

	Front Dock		Back Dock	
Depth of Water From MLL	7'	2.1 M	12'	3.7 M
MAX LOA	200'	60.96 M	*600'	*182.88 M
MIN LOA	N/A	N/A	N/A	N/A
MAX Beam	44'	13.41 M	54'	16.46 M
Minimum Under Keel Clearance	1'	0.30 M	1'	0.30 M
Maximum wind speed allowed during transfer	40 mph (34.8 kts)	64.6 kmh (34.8 kts)	40 mph (34.8 kts)	64.6 kmh (34.8 kts)
Water Density	Brackish			
Bottom (mud/clay/rock)	Mud			
Potable water available	Not Available			
Garbage & Slops Reception	Not Available			

* Two (2) 300' max LOA barges are permitted to be tied end to end for tandem offloading at the Back Dock only

Note 1: A floodgate, managed by the Terrebonne Levee & Conservation District, is located on Bayou Black between the Terminal's Front Dock and Back Dock. All vessel's transiting upstream/north of the flood gate to 'Front Dock' are limited by beam and draft. More information is available at www.tlcd.org.

Note 2: 'Front Dock' is also known as 'Dock 1' or 'Gibson East'.

'Back Dock' is also known as 'Dock 2' or 'Gibson West'.

Floodgate Approximate Location:

29° 40'15.61"N / 91° 00'31.89"W

CARGO TRANSFER FACILITIES

Dock	Cargo Hoses	Size in/mm	Maximum Allowable Working Pressure psi/Bar	Products
Front	1 Hose	6 / 152	100 / 6.89	Crude Oil
Back	1 Hose	8 / 203	100 / 6.89	Crude Oil

Discharge rates shall be agreed upon during the pre-transfer conference with Magellan and documented on the Declaration of Inspection. 'Over the tide' operations and double-banking of barges are not permitted at this terminal.

Section 3 – Application for Berth & Vessel Communications

PRE-ARRIVAL COMMUNICATIONS

Any inland barge company intending to moor, berth, load, or discharge inland barges at the Terminal shall complete and submit a one-time Acknowledgement of Terminal Rules and Regulations for Inland Barge Companies, attached hereto as **Appendix "C"**. Any User intending to moor, berth, or discharge a Vessel at the Terminal shall notify the Terminal Berth Operations Office of their estimated time of arrival no less than four hours before arrival.

COMMUNICATIONS WHILE AT BERTH

Upon arrival, a VHF handheld radio will be provided to the Vessel. The radio should be kept on the channel provided during the pre-transfer conference. This will serve as the primary source of communications during cargo transfer operations. Vessel must return the radio to Magellan prior to departing the Terminal.

The use of cellular telephones is not permitted in the vicinity of the berth during cargo transfer operations. In the event the use of a cellular phone is necessary for secondary communications, all calls must be made from the tug's accommodation areas away from the cargo transfer operations.

In the event of an emergency, a steady three second blast shall be initiated on the Tug's whistle.

Section 4 – Vessel Operations

PRE-ARRIVAL INSPECTIONS

Before arriving at the Terminal, all equipment on the Vessel to be used for mooring, cargo handling, and fire protection must be inspected and confirmed safe for use by the Vessel's classification society with valid certificates in place. Magellan will conduct a full inspection upon the Vessel's arrival at the Terminal.

TUG REQUIREMENTS

Barge operators shall utilize adequately powered tug(s) to ensure control of barges during maneuvering, always considering prevailing conditions. ***The barge's assigned tug must remain on standby at all times when its barge(s) are alongside the Terminal docks. If for any reason Magellan requires the Vessel or User to procure and use different or additional tugs, Vessel and User agree that Magellan shall not be liable for such additional costs and that such additional costs shall be solely for the account of the Vessel or User.***

MINIMUM MOORING REQUIREMENTS PER BERTH

All Vessels shall be permitted to moor only to mooring piles, bollards, cleats, and/or hooks. Mooring to any other part of the berth structure is strictly prohibited. Mooring may only take place if a Magellan employee is standing-by at the dock. If there is no Magellan employee present, the vessel must wait until a Magellan employee becomes available.

Moorings must be monitored at all times by Vessel crew while at the berth. Mooring lines shall be properly tended and kept taut during transfer of cargo. In the event mooring lines appear slack, cargo transfer operations will be stopped until addressed.

Minimum mooring requirements must be maintained in order to comply with the terminal wind limits for safe mooring and transfer of cargo. A minimum of 4 mooring lines at the Front Dock and 8 mooring lines at the Back Dock for barges are required at the Terminal, unless an exception is received from Terminal supervision.

Additional lines may be used at the discretion of the Vessel or as requested by Magellan depending on vessel characteristics and weather conditions.

User has the responsibility to tend Vessel mooring lines during arrival and departure at the dock and during cargo transfer operations. User must ensure proper manning (Tankerman-PIC, deck hands, etc.) levels during all stages of the transfer. User shall be responsible for ensuring the integrity of the moorings of barges and tugs alongside. Users unable to meet the minimum mooring requirements must contact Magellan and propose an alternate mooring arrangement.

Engines shall be ready for getting underway upon completion of discharge, as well as available for use in the event of an emergency. Should Magellan require the Vessel to be removed from the berth in an emergency or for another reason and engines are immobilized, the costs of tugs will be at User's expense.

Any unplanned situation that causes the vessel to lose any operational capability, particularly to safety systems, should be immediately communicated to the terminal.

LINE HANDLING PROCEDURES

The vessel is responsible for safely tying up and letting go. It is also the responsibility of the vessel to ensure the barge is sufficiently moored to the provided mooring fixtures at all times and that all mooring lines remain taut while alongside the berth.

BERTHING MANEUVERS/APPROACH SPEEDS

Vessels shall be required to approach the berth at a velocity prudent for prevailing conditions. All Vessels will ensure that manual steering is used when approaching the berth. Nothing in this requirement shall prevent the Vessel from taking such action deemed necessary and prudent, in the ordinary practice of good seamanship, for the safety of the Vessel or crew.

GANGWAYS

Mechanical self-adjusting stair gangways are available at the Terminal upon request. Any User requesting and/or using a gangway provided by Magellan shall be required to inspect the gangway prior to use and ensure that the gangway is properly and adequately secured and safe for use. Magellan bears no responsibility or obligation to inspect the gangway or to ensure that the gangway is properly or adequately secured or safe for use.

When using a gangway, always use both handrails and keep both hands free, maintain 3 points of contact, and step carefully. For general safe-use and max load considerations, no more than 1 person at a time is allowed on a barge self-adjusting stair gangway.

GARBAGE AND SLOPS DISPOSAL PROCEDURES

The disposal/management of garbage and slops is not available at the terminal.

BUNKERING

Bunkering of fuel oil and lubes is not available at the terminal and is also not permitted by water-side vessel or by truck.

Section 5 – Emergency Procedures

INCIDENT NOTIFICATION

User shall immediately report to Magellan all incidents during loading, discharging, berthing/unberthing, mooring/unmooring, or occurring when Vessels are alongside the Terminal.

Post incident, Magellan may request the User share a full incident report complete with a detailed summary, causal factors, root causes, corrective action, and preventive action, consistent with marine incident investigation best practice.

GENERAL EMERGENCY PROCEDURES

In case of an emergency, cargo transfer operations shall immediately cease and if applicable, the terminal and vessel will make all notifications required by their Facility Response Plan and/or Vessel Response Plan respectively.

Vessels must maintain all emergency equipment required by US Coast Guard. The equipment must be inspected and maintained in a safe, ready-to-use condition. All Vessel employees must be trained in the use of this equipment.

In accordance with federal and state mandated oil spill response measures, the Terminal is equipped with containment boom and other spill response equipment which can be readily deployed in the case of an oil spill. Response vessels, as required, will be provided by the local Oil Spill Removal Organization (OSRO).

During an emergency situation at the Terminal, a Vessel may be required to leave the dock on short notice. Masters will ensure that the vessel is ready at all times to sail on short notice after cargo hoses are disconnected.

In the event of any oil spill into the water, User shall immediately notify Magellan.

EMERGENCY CONDITIONS

An emergency situation is considered to have arisen when any of the following occur:

- Man overboard;
- Petroleum is released on the deck of the Vessel or the dock;
- Petroleum is released into the water, or any other pollution incident regardless of size;
- Fire occurs on the Vessel, dock, or anywhere in the terminal;
- Medical emergency;
- Loss of primary and secondary communication between Vessel and Magellan;
- Failure to any critical component of the cargo load or discharge system;

- Failure to the mooring system;
- Vessel experiences excessive movement away from the dock or in either direction along the dock;
- Any other major incident that seriously affects or has the potential to affect the safety of the Vessel, the terminal, or their personnel.

As soon as an emergency is declared, the Vessel shall immediately cease all transfer operations, secure the deck, and stand by to drain and disconnect all hoses if deemed necessary. Transfer operations may also be stopped at any other time as instructed by Magellan or its designee. Resumption of the transfer will begin only when agreement between Vessel and Magellan, along with the approval of the USCG On-Scene Field Coordinator where applicable, is achieved.

Stop Work Authority is considered to be one of the “priorities” at Magellan. Every employee and contractor working at the Terminal has not only the authority but also the responsibility and expectation to use their Stop Work Authority if they discover any unsafe act or condition or if they have questions on how to safely perform a task.

Rather than proceeding with the work, the job must be stopped until the appropriate personnel can hold a meeting to discuss all of the details of the work plan. The job is allowed to proceed only after ensuring that the scope of work, hazards, and safeguards are clearly communicated and understood. By exercising Stop Work Authority, we are proactively mitigating or eliminating potential hazards from the workplace before they have a chance to have an adverse impact.

PROCEDURE FOR OIL SPILL

User shall take the following actions in the event of a spill:

- Shut down all transfer operations, close all transfer valves
- Notify Magellan immediately and follow incident notification procedures.
- Take appropriate spill containment measures
- Start documentation of actions taken.
- Obtain approval from Magellan before restarting the transfer.

If a spill originates from a Vessel, User must implement their own vessel response plan immediately. Terminal personnel will assist with notifications and response where safe to do so. Additional facility notification information is in both the Terminal’s Facility Response Plan and the U.S. Coast Guard Marine Terminal Operations Manual.

PROCEDURE FOR FIRE ON VESSEL

User shall take the following actions in the event of a fire on a Vessel:

- Sound alarm.
- Shut down all transfer operations and close all valves.
- Notify Magellan immediately and follow incident notification procedures.
(If unable to make radio contact, sound a continuous prolonged whistle and general alarm)
- Initiate fire response plan.
- If safe, drain and standby to disconnect cargo hoses.
- Prepare to move off berth if required.

PROCEDURE FOR FIRE ON DOCK

User shall take the following actions in the event of a fire on the dock:

- Stop cargo discharge and close all valves.
- Standby to disconnect cargo hoses.
- Prepare to cool your Vessel with water if able.
- Prepare to move off berth if required.

VESSEL FIRE FIGHTING EQUIPMENT

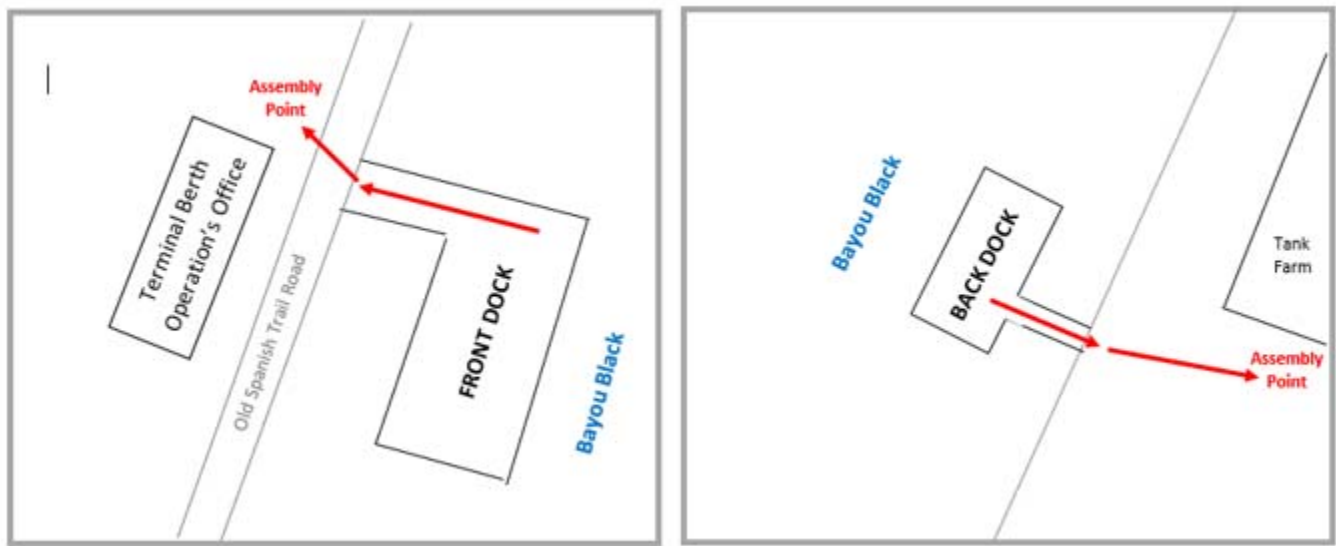
- Vessel's fixed and/or portable firefighting systems must be in full operating condition and ready for immediate use.
- All deck hands must be trained in the use of this equipment.

TERMINAL FIRE FIGHTING EQUIPMENT

Terminal firefighting is done in conjunction with the Gibson Fire Department. Terminal firefighting systems consists of portable fire extinguishers located at each dock.

PRIMARY EVACUATION ROUTE

The primary evacuation route for Vessel crew and dock personnel is as shown below and all personnel should muster at the assembly point and be accounted for by the Vessel's Master.



PROCEDURE FOR COLLISION/DAMAGE TO BERTH

In the event of a collision or damage to the berth, the User shall immediately notify Magellan using the contact information set forth herein.

PROCEDURE FOR MEDICAL EMERGENCY

In the event of a medical emergency that requires treatment beyond first aid, User shall secure all operations and immediately notify Magellan by radio. If unable to make contact via radio, sound a continuous prolonged blast on whistle. In the event the Vessel is unable to raise anyone, see key contact list for additional contact

numbers. Information should be provided to the Terminal so that the Terminal may help facilitate a quick response.

INCIDENT NOTIFICATION

User shall immediately report to Magellan all incidents during discharging, conducting repairs, berthing/unberthing, mooring/unmooring, or occurring when Vessels are alongside the Terminal.

Section 6 – Safety & Security

SAFETY REGULATIONS & REQUIREMENTS

To help facilitate safe operations, User shall abide by and follow the safety regulations and requirements set forth below:

- Smoking is prohibited on weather decks of Vessels, on the dock, and in all areas of the Terminal.
- All external doors, ports, and similar openings shall be kept closed at all times during cargo transfer and ballasting operations. If opened for access, they must be closed immediately thereafter.
- Boiler cleaning, tank cleaning, tank entry, or gas-freeing is not permitted while at the terminal.
- Welding, burning, cutting, grinding, or any other hot work is not permitted while at the Terminal.
- The use of cellular phones and other electrical equipment in hazardous areas is prohibited during cargo transfer operations.
- Unauthorized, disorderly, or intoxicated persons shall not be allowed at the Terminal or on any Vessel moored at the Terminal.
- While at the Terminal, the Vessel must at all times be able to move under its own power upon short notice. If for any reason the Vessel cannot comply with this requirement, MAGELLAN must be notified immediately.
- For barges, the towing Vessel assigned to the barge shall standby in the immediate vicinity and maintain engines ready for maneuvering at short notice.
- So as not to impede the ability to maneuver upon short notice, no major planned maintenance, or inspections requiring non-routine exercise of equipment related to propulsion, electrical, or cargo gear are allowed while at the Terminal.
- No garbage, dirty ballast water, slops etc. are to be dumped/pumped overboard while at the Terminal berth.
- All Vessels calling upon the Terminal should be made aware of all policies and procedures outlined in these Rules and Regulations prior to berthing. All arrangements for line handling, security escorts, ships stores, and any contractors who need access to the Vessel are the responsibility of the User and/or Vessel.

PPE REQUIREMENTS

All Users are required to follow Terminal PPE and Safety policies while shoreside at the Terminal, including but not limited to the following:

- ANSI Z87 approved safety glasses with side shields, or equivalent
- Leather, closed toe, above the ankle safety shoes with a pronounced heel
- Long pants
- Sleeved shirt
- Personal H₂S monitor situated in the breathing zone of the user.
- ANSI Z89 Hard hat, or equivalent (when overhead hazards are present)
- Coast Guard approved Personal Flotation Devices (PFD), minimum Type I, II, V, when outside the confines of the dock railing

TERMINAL ACCESS/CREW TO SHORE

All Users are required to board/egress the Vessel from a safely secured gangway after mooring lines are secured. Personnel are NOT allowed to jump or climb to or from the dock at any time.

VESSEL/TERMINAL SECURITY INTERFACE (DECLARATION OF SECURITY)

After the arrival and safe mooring of the Vessel, required security procedures will be discussed before any other action may be taken. The discussion will include the current MARSEC level (terminal/vessel/USCG requirements under the current level), Declaration of Security, if applicable due to elevated MARSEC level, and any other security measures deemed necessary by the Vessel or Magellan.

Magellan has strict company policies regarding photography and mobile phone authorized use while on company property. These restrictions are in place for safety (intrinsically safe considerations) and security (unauthorized photography), and are actively monitored at all levels to prevent unauthorized activity.

Photography is not permitted without written approval from Magellan.

Access to the Terminal is strictly limited to Terminal personnel, Vessel crews, pre-approved maintenance or designated contractors, government agencies, Vessel agents, and cargo inspectors. Any other visitors must first be approved by Magellan.

REQUIREMENTS FOR ENTRANCE TO THE TERMINAL

- A contractor list and/or visitor list must be sent to the Terminal Berth Operations Office no less than 4 hours prior to the arrival of the Vessel. All visitors must sign in at the main office before proceeding.
- Prior to being granted access to the Terminal, contractors and visitors may be required to execute an access agreement in form and substance acceptable to Magellan (“Access Agreement”). Magellan bears the sole discretion to determine whether a contractor or visitor must execute an Access Agreement prior to being granted access to the Terminal.
- Contractors and visitors must have a government issued photo ID. Visitors desiring unescorted access must have been pre-authorized by both the Master and Magellan, possess a valid Transportation Worker Identification Card (TWIC), or have made pre-arrangements to provide an escort to be approved at the discretion of the Facility Security Officer (FSO), or his designee.

- Visitors must be willing to submit to a search of their vehicles by security personnel before entry to the dock will be allowed, as per the given MARSEC level.
- All Terminal rules and regulations, including those set forth in these Rules and Regulations, concerning safety and security must be adhered to by personnel entering the Terminal or marine dock area.

Security procedures for the varying MARSEC levels are in the Terminal Security Plan. If the MARSEC level is raised from 1 to a higher level, the Terminal Facility Security Officer will notify all parties doing business at the Terminal of the increased level and any additional security procedures. The current MARSEC level will be displayed on the main dock entrance to the Terminal and discussed during the pre-transfer conference.

Any posting to social media of unauthorized images taken from within the Terminal is a violation of company policy and will not be tolerated. With the intent of maintaining the integrity of a safe and secure facility, Magellan requests that Vessel and/or User immediately remind its crews to exercise responsible judgment and refrain from unauthorized mobile phone use and photography while on Magellan property.

DRUG, ALCOHOL, FIREARMS POLICY

No alcohol or illegal drugs are permitted to enter the Terminal, and Users and/or crew members under the influence of drugs or alcohol will not be allowed access. User takes full responsibility for the conduct of its crew while at the Terminal.

Firearms of any kind are not allowed on Terminal property, except for those carried by United States authorized law enforcement officers.

Users doing business at the Terminal must have an alcohol and drug policy that meets USCG requirements.

SMOKING

The Terminal is a designated **NO SMOKING** facility, and there shall be **NO SMOKING** on any weather deck while alongside regardless of operation. Smoking on board Vessels is strictly controlled by the Vessel and/or User and should be in clearly defined designated areas only. The identification of smoking areas should be addressed during the pre-transfer conference and the areas agreed upon by both the Vessel and Magellan. Any personnel unsure of the smoking restrictions should seek clarification from Magellan prior to smoking.

Smoking E-cigarettes constitutes a source of ignition and presents a fire hazard. Users wishing to smoke e-cigarettes shall follow the same restrictions set forth above with respect to smoking. Note: Deviation from this regulation constitutes a serious violation in policy. If found in violation, the offending User and/or Vessel may be immediately removed from the berth. Magellan reserves the right to discontinue service until a favorable review is achieved.

PORTABLE ELECTRONIC EQUIPMENT AND OPEN LIGHTS

Any electrical equipment powered by generators, fixed power sources, or batteries that are not classified as intrinsically safe are not allowed to be used during transfers at the Terminal either on the dock or on the open deck of the vessel. This includes radios, pagers, cell phones, portable lighting, head phones, tablets, cameras or any other equipment that is electrical but not approved for use in hazardous areas.

Fixed MF/HF, VHF, UHF and AIS equipment should be switched off or on low power (1 watt or less), as applicable.

- Portable VHF/UHF sets in use should be of intrinsically safe type.
- The Vessel's radar installation should not be used during cargo transfer operations.

REPAIRS AND MAINTENANCE WHILE ALONGSIDE THE TERMINAL

Repairs, renewals, and maintenance on a Vessel are not permitted without the prior approval of Magellan.

Repair restrictions include but are not limited to the following:

- No repairs that would extend normal dock occupancy will be permitted.
- No tank entry/gas freeing/tank cleaning is permitted.
- No equipment will be allowed dockside of the Vessel to load equipment or assist in repairs. Contractors used for repairs must abide by facility security and safety regulations.
- Sandblasting or spray painting onboard is not permitted while berthed.
- Painting is not permitted if paint can drop into the water.
- Divers are not permitted in the water at moored Vessels without terminal approval before work commences.
- Repair work will in no way affect the Vessel's pumping performance or immobilize deck machinery.
- Hot Work is not permitted while at the dock.
- Repairs to machinery that will affect a Vessel's ability to move will not be allowed at the terminal.

PROVISIONS AND STORES (OTHER CRAFT ALONGSIDE)

Water-side and shore-side loading of provisions, stores, and potable water is only permitted at the Standby Barge Dolphins (aka 'short piles') down-stream and immediately adjacent to the Front Dock. No storing or bunkering shall take place while moored to the Front Dock or Back Dock.

No craft is authorized to come alongside or remain alongside a Vessel moored to Terminal berths.

SAFETY DATA SHEETS

Vessels should have available upon request a safety data sheet (SDS) for the cargoes being transferred. Information on any toxic substances in the cargo should be highlighted during the pre-transfer conference to enable the adoption of proper precautions, if needed, to minimize the impact on personnel.

Section 7 – Terminal Operational Information

PRE-TRANSFER CONFERENCE

Before the transfer of any cargo, a pre-transfer conference must be conducted between the Vessel and Magellan. The purpose of the conference is to ensure that the Vessel and Magellan are fully informed and advised of the entire transfer plan and that all security and safety requirements are in place.

DECLARATION OF INSPECTION (DOI)

A DOI checklist must be completed before any cargo transfers.

- All items must be discussed and initialed by Magellan.
- All areas must be filled in, including start times and dates. This includes the use of “not applicable” (N/A) if appropriate.
- Relieving personnel must read and initial the DOI on each item and each signature blank.
- When the transfer is completed, Magellan must enter the finish time and date.
- DOIs will be retained by Magellan in accordance with its records retention policy.
- A copy of the Magellan Terminal Declaration of Inspection is included in **Appendix “B.”**

BALLASTING

Terminal does not have ballast reception facilities. If ballasting operations are needed while at the terminal, it must be performed in accordance with local, state, and federal regulations.

CARGO TRANSFER OPERATIONS

The following is required during any cargo transfer operation:

- Vessel must have a trained, qualified, and designated PIC on duty at all times.
- Vessel must have a person on the deck and in line of view of the transfer piping at all times.
- Maximum allowable discharge pressure at the Vessel’s manifold is 100 psi/6.89 Bar.
- On startup, a reduced flow will be maintained to verify flow and proper line-up.
- Moorings must be tended conscientiously and kept taut at all times with consideration given to the river stage, weather, and passing vessels.
- If the Vessel experiences excessive movement or surging away from the dock or in either direction along the dock, all cargo transfer operations shall be stopped, and manifold valves closed. Operations will not be resumed until the mooring situation has been corrected.
- Transfer hoses must be checked periodically for leaks, and proper positioning with the up and down movement of the Vessel.
- The waters around the Vessel shall be checked periodically for any evidence of spilled product, sheen, or security threats.
- The level of deck lighting must be adequate to permit the safe access and the monitoring of all areas of the deck at all times.

SAFE OPERATIONS REQUIREMENTS (WIND, LIGHTNING, FREEZING)

All maneuvers shall be based upon an assessment of the effects of currents and weather with regards to the ability to conduct safe boat handling.

WIND

The Terminal's safe-operating wind limit is 40 mph/34.8 kts sustained. Wind limit will be expressed as a sustained wind blowing for an average of 30 seconds or longer. In the event that the wind limit is exceeded, or if otherwise determined prudent by either party, cargo transfers shall be stopped immediately and shall not resume until notice to proceed is received from Magellan.

After evaluating the weather forecast, consideration should also be given to whether deploying additional mooring lines is necessary.

LIGHTNING

When an electrical storm is in the vicinity, as advised by Magellan, all cargo transfer operations must cease. If the Vessel sees lightning prior to the notification from Magellan, the Vessel is required to communicate with Magellan and cease all cargo transfer operations. All tank hatches and loading headers must be closed. The Vessel and Magellan must remain in this inactive state until the electrical storm has moved out of the area.

FREEZING

Although uncommon, freezing conditions could be encountered. The Vessel must put in place adequate procedures for preventing the icing of cargo tank primary and secondary venting arrangements. Preventing the contents of fire mains and other deck lines from freezing and preventing the icing of air pipes to service tanks required for the operation of essential auxiliaries along with walking surfaces.

TANK CLEANING AND TANK ENTRY

Magellan does not allow tank entry or tank cleaning any time the Vessel is alongside the Terminal.

SURVEYORS/SAMPLING AND GAUGING

Barges discharging shall be required to conduct periodic volume and flow rate comparisons with the Terminal. Frequency and timing of these comparisons will be discussed and agreed upon during the pre-transfer conference.

Independent surveyors, assisted by a deck officer or the Vessel, will obtain gauges, temperatures, and samples from all vessel tanks.

After discharging, all transfer hoses must be fully drained before gauging will begin.

POLLUTION PREVENTION

Barges must plug all scuppers and drains before transfer to prevent any losses of containment or spills from draining to the water. Vessel must have a means of draining, pumping, or cleaning up any oil on the deck.

The accumulation of water should be drained off periodically. Scuppers that are temporarily unplugged for this purpose must be constantly and closely monitored. Only oil-free water can be discharged overboard.

Oil spill response equipment should be readily available at the manifold. Oil spill containments or portable drip trays fitted under the cargo manifold must be in good condition and fitted with adequate draining arrangements. They must be empty of cargo or excessive rainwater. The containments must not be covered with tarps during cargo operations or when connecting/disconnecting cargo hoses.

Containments fitted around any deck machinery must be in good condition and plugged.

In accordance with federal and state mandated oil spill response measures, the terminal uses oil spill removal organizations for spill response. The terminal has containment boom that is staged along the waterside at each dock.

Any Vessel moored at the Terminal is required to have and maintain all pollution control equipment mandated by federal and state regulations for use in case of an oil spill.

Excessive stack smoking from the Tug is not permitted at the Terminal. If unwanted stack gas emissions persist, the barge must stop cargo until rectified. If cargo transfer has not commenced, the Tug must rectify the problem prior to starting cargo operations.

PREPARING TO TRANSFER CARGO

Any overboard valves connected to the cargo lines must be sealed, lashed, or locked in the closed position during the transfer of cargo. All drop line valves from the deck lines into the cargo tanks must be closed and sealed, lashed, or locked prior to Vessel's discharge. All cargo tank hatches, plates, manhole covers, domes, and any other openings are to be closed and dogged down before and during transfer of cargo. If applicable, any time the ullage caps are open, flame screens are to be kept in place at all times except when a tank is actually being gauged.

The cargo transfer hoses at both Gibson docks are fitted with an insulating flange to ensure electrical discontinuity between the vessel and the terminal infrastructure in accordance with ISGOTT and CFR requirements. Bonding cables are not utilized at the docks.

All cargoes must be transferred through Vessel pipelines, and there shall always be a sufficient number of crew on duty to safely perform the transfer operation. User and Gibson Terminal personnel must plan the sequence to be used for the transfer of cargo, the pumps and pipelines to be used, and the rate of transfer, with due regard for other special precautions designed to reduce hazardous conditions. Prior to commencing transfer, the Declaration of Inspection Prior to Bulk Cargo Transfer required by 33 CFR § 156.150 and 46 CFR § 35.35-30 must be filled out and signed by both User and Gibson terminal personnel.

The Vessel is responsible for connecting the cargo hose to the barge manifold. The barge's flanged connections must be smooth, even, and in good repair. Cargo hose connections must be properly made with all flanged joints gasketed, aligned, secured evenly, and properly tightened for leak free operations.

(Refer to **Appendix "B"** for a copy of the Declaration of Inspection)

TRANSFERRING OF CARGO

During transfer operations, the Tankerman-PIC assigned shall supervise the operation of the cargo valves and pumps, start the transfer of cargo slowly, observe cargo connections for leakage, observe the operational pressures on the cargo system, and observe the rate of discharging. Establishment of discharge rates must be a matter for judgment since this will vary with vessel capabilities, type of cargo, temperature and atmospheric conditions. In the event of a violation or condition, which cannot be corrected, Magellan shall have the right to suspend the transfer of cargo. Notification in writing is to be given to the Master, owner, or

agent of the Vessel concerning the reason for suspension of cargo transfer.

A radio check will be performed and documented hourly during cargo transfer operations to verify an open line of communication is secured.

In the event a stack or engine exhaust emits live sparks, the transfer of cargo must be stopped immediately.

No portable cables connected to an electrical source shall be used while transferring cargo. If additional lighting is needed, approved explosion proof lighting is to be used.

CARGO TRANSFER COMPLETION

Vessel shall ensure that all valves are closed, hoses are drained into proper receptacles and then disconnected, sampling and gauging is completed, all ullage openings are closed, and an agreement is reached on a departure time. Upon completion of the transfer of cargo, Vessel must leave the berth promptly or dock demurrage will be charged at a rate determined by Magellan.

No Vessel shall be permitted to remain at the berth unattended.

RESPONSE TO AN ACTUAL OR THREATENED POLLUTION EVENT

In the event of an actual or threatened pollution event arising directly or indirectly out of services being performed at the Terminal, in addition to its indemnity obligations set forth herein, User shall, and shall cause its representatives and insurers to, immediately:

- (i). Notify all local, state and federal authorities having jurisdiction over the pollution event.
- (ii). Notify Magellan of all details of the pollution event and provide Magellan with an SDS of all hazardous or non-hazardous materials that Magellan employees or third parties may be exposed to.
- (iii). Take all steps to eliminate the cause or source of the pollution.
- (iv). Take all steps to clean up the pollution.
- (v). Take all steps required by law to restore the environment.
- (vi). Take all steps to mitigate damages of the User, Magellan, and third parties.
- (vii). Promptly pay all fines and penalties, and damages and losses of third parties, to the extent required by law, and for all costs and expenses of clean up.
- (viii). If necessary, advance or pay monies and funds required to be paid to the appropriate regulatory agencies.
- (ix). Consult with Magellan and keep Magellan regularly informed of all steps taken and contemplated to comply with the provisions of this paragraph.
- (x). Cooperate with Magellan in issuing statements to government authorities and media representatives.

Whether or not the User has complied with the provisions of the foregoing, Magellan may, but shall not be required to, take over and manage all prevention, clean-up, and restoration activities, all without derogation or diminution of the User's obligations under these Rules and Regulations, and with full reservation to Magellan of all rights against the Vessel, the User, or their insurers for reimbursement of costs, expenses, and attorneys' fees, including under OPA90. In such event, the Vessel and User shall, and shall cause their insurers and any subcontractors to, make available to Magellan all Vessels, personnel, and equipment used or planned to be used in such prevention, clean-up, and restoration efforts, all at the sole expense of the User.

In the event that Magellan takes over and manages such prevention, clean-up and restoration efforts, such action shall not be deemed a waiver or constitute an estoppel by Magellan or an admission of any fault or responsibility on the part of Magellan. Magellan may, but is not required to, utilize its own and contracted personnel, vessels and equipment in such prevention, clean-up, and restoration efforts, and may at its discretion, allocate such resources as it, in its sole discretion, deems appropriate.

APPENDIX "A"



APPENDIX "B"

DECLARATION OF INSPECTION FOR BULK CARGO TRANSFER
MAGELLAN TERMINALS HOLDINGS, L.P.



VESSEL NAME:	TERMINAL LOCATION 160 Old Spanish Trail Gibson, LA 70356	BERTH	TYPE OF TRANSFER <input type="checkbox"/> VESSEL TO FACILITY <input type="checkbox"/> FACILITY TO VESSEL
DATE:	TIME TRANSFER STARTED	PRODUCT(S)	

COAST GUARD REQUIREMENTS

COMPANY PROCEDURES

PRIOR TO TRANSFER/TERMINAL	VESSEL	TERM
1. Cargo identification card available to facility PIC		
2. Person in charge has Operations Manual (CEC manual)		
3. Discharge containment in place; has required capacity		
4. Hoses free of visual defects		
5. Hoses or loading arm meet 154.5000 or 154.510 respectively		
6. Communications required by 154.560 and 155.785 is operable		
7. Language fluency requirements have been met		
8. Oil spill barricade is readily accessible or deployed		
9. Emergency shutdown system operable: Vessel <input type="checkbox"/> Facility <input type="checkbox"/>		
10. Spill and emergency shutdown procedures understood		
11. Vessels moorings; sufficient strength/length for expected conditions		
12. Required lighting provided (between sunset and sunrise)		
13. Vessel furnished copy of Magellan Dock & Waterfront Regulations		
14. Vessel received copy of "Notice of Applicability; Air Pollution Laws to Magellan".		

PRIOR TO TRANSFER/TERMINAL	TERMINAL
1. Disc inserted into pressure recorder	N/A
2. Barge pan empty	

PRIOR TO TRANSFER/VESSEL	VESSEL	TERM
1. Repair work authorization; Vessel and/or facility		
2. No fire or open flames; Vessel or facility		
3. Vessel safe smoking area designated		
4. Ship boiler galley fires; safety		
5. Vessel overboard discharge/sea suction valves closed and sealed		
6. Each vessel drain or scupper mechanically closed as per 155.310		
7. Vessel piping, hoses, and valves free of visible defects		

PRIOR TO TRANSFER/VESSEL	TERMINAL
1. Flame screen in place	
2. Hatch domes battened down	
3. Static bonding cables connected to vessel; system on	
4. No oil spills on deck	

SETTING UP THE TRANSFER	VESSEL	TERM
1. Transfer conference held; discussed all required details		
2. Transfer systems aligned f. scheduled oil flow		
3. Connections meet requirements of 156.130 and 35.35.15		
4. Transfer system attached to fixed piping		
5. Transfer system; unused components blanked or shut off		
6. Each hose or loading arm not used is blanked off		
7. Hoses or loading arms long enough for vessel movements		
8. PIC Vessel & PIC Facility agree to begin transfer		

SETTING UP THE TRANSFER	TERMINAL
1. New gasket used	
2. Minimum 1 1/2 threads extending beyond nut	
3. Bolt in each bolt hole	

TRANSFER	VESSEL	TERM
1. Persons in charge designated and present		
2. Required personnel are present on facility and vessel		
3. Warning signs or red warning lights displayed		
4. Hoses supported to prevent damage and strain on coupling		
5. Transfer to be conducted in accordance with Operations Manual		
6. Connections are leak free in the oil transfer system		
7. Monitoring devices, if required, are opening		
8. Communications required by 154.560 and 155.785 is operable		
9. Language fluency requirements have been met		

TRANSFER	TERMINAL
1. No vessel alongside	
2. Transfer pressure not to exceed 100 psi	
3. No contractor/visitors allowed on vessel without approval	
4. Containment pan plug in place during transfer	

AFTER TRANSFER	VESSEL	TERM
1. Barge pan emptied and cover in place		
Transfer Completed: _____		

AFTER TRANSFER	TERMINAL
1. Hoses properly drained	
2. Valve tightly closed and blank installed on valve & hose	
3. Barge manifold wiped down	
4. Radio/Hailer returned	
5. Disk removed from pressure recorder	

TRANSFER CONFERENCE HELD, REQUIRED DETAILS DISCUSSED AND UNDERSTOOD

Time: _____ For Facility: _____ For Vessel: _____

DURING TRANSFER EACH DOCKWATCH MUST CERTIFY THAT CONDITIONS STATED IN FIRST FOUR (4) SECTIONS WERE OR ARE BEING MET BY SIGNING AT START AND END OF HIS/HER WATCH.

DATE	START OF WATCH	SIGNATURE	END OF WATCH	SIGNATURE	TITLE

APPENDIX “C”

Acknowledgement of Terminal Rules and Regulations for Inland Barge Companies

(Please See Following Page)

ACKNOWLEDGEMENT OF TERMINAL RULES AND REGULATIONS FOR INLAND BARGE COMPANIES

The undersigned entity intends to access Magellan Terminals Holdings, LP, terminal located in Gibson, Louisiana, and agrees to be bound by, follow and cause its and its affiliates respective employees, agents, contractors and representatives to follow all applicable rules, regulations, terms, conditions, and charges of Magellan Terminals Holdings, LP and its affiliates and subsidiaries, including those set forth in the Terminal Rules and Regulations (as may be revised), a copy of which can be found on Magellan's website at <https://www.magellanlp.com>.

ACKNOWLEDGED AND AGREED:

Company Name:	
By:	
Name:	
Title:	
Date:	