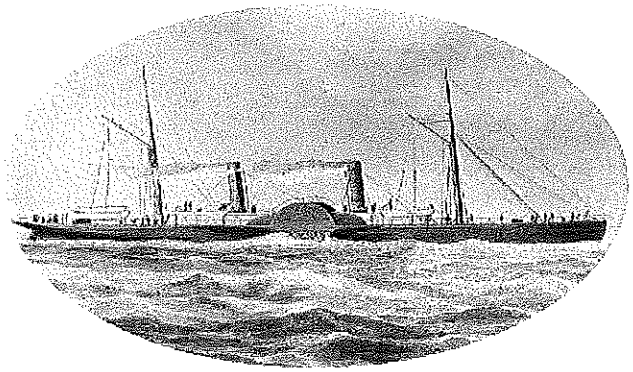

CAROLINA MARINE TERMINAL, INC
CAPE FEAR RIVER
3330 RIVER ROAD
WILMINGTON, NORTH CAROLINA 28412

TERMINAL TARIFF

CHARGES, RATES, RULES AND REGULATIONS

Reflects Changes Effective
October 17, 2016

CAROLINA MARINE TERMINAL, INC.
CAPE FEAR RIVER
3330 RIVER ROAD
WILMINGTON, NORTH CAROLINA 28412
TERMINAL TARIFF

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CAROLINA MARINE TERMINAL, INC.
TERMINAL TARIFF

I. GENERAL

SECTION 1. CONTACT INFORMATON

Carolina Marine Terminal, Inc.
Cape Fear River
3330 River Road
Wilmington, North Carolina 28412
Telephone: (910) 395-4777
Facsimile: (910) 791-4054

Kevin G. Walker
Email: kevin@carolinamarineterminal.com

Michael E. McCarley
Email: mike@carolinamarineterminal.com

Randy Bennett
Email: rbennett@carolinamarineterminal.com

SECTION 2. DIRECTIONS

Via Land: From N/W I-40 East, NC 132 (College Road) South, Right on SR1101 (Shipyard Boulevard), Left on SR1100 (River Road), ¼ mile on Right, 3330 River Road

From S/W Highway 74/76 East cross bridge to Highway 421 South/3rd Street (becomes Carolina Beach Road), Right on SR1101 (Shipyard Boulevard), Left on SR1100 (River Road), ¼ mile on Right, 3330 River Road.

Via Sea: Located on East Bank of Cape Fear River approximately 26 miles from open sea (approximately 1500 feet south of Southern most point of Port of Wilmington).

SECTION 3. APPLICATION OF TARIFF

A. Rates, charges, rules and regulations published or referred to in this tariff shall apply on all vessels at, or waterborne cargo moving over or through, Carolina Marine Terminal, Inc.

B. The use of Carolina Marine Terminal, Inc. facilities constitutes consent to the terms and conditions of this tariff by the user as well as an agreement on the part of the user to pay all charges and be governed by all rules and regulations published in this tariff, to abide by local rules and regulations as set forth by the management of Carolina Marine Terminal, Inc. facilities and to be responsible for the disciplining of any infractions thereof by such persons or firms and their employees.

C. Parties using the terminal are required to conform with any and all municipal, state and federal regulations, including but not limited to OSHA, USCG, EPA and DOT and will be held responsible for any violation of same.

D. The local steamship agent handling the vessel or representing the line shall be responsible to Carolina Marine Terminal, Inc. for terminal charges including, but not limited to, dockage and wharfage assessed against the vessel or line.

E. Should other matters arise not specifically covered herein or in our stevedoring contract, the tariff published by the North Carolina State Port Authority, Port of Wilmington, shall apply.

SECTION 4. HOLD HARMLESS AGREEMENT AND DESIGNATED LIMITATIONS ON LIABILITY

Except as may be caused by its own negligence, all users of Carolina Marine Terminal, Inc. facilities agree to indemnify, defend and hold harmless Carolina Marine Terminal, Inc. from and against any and all causes of action, suits, claims, damage, and demands of whatever kind or nature, including, but not limited to, claims for consequential damages, claims for personal injury, wrongful death, breach of contract, property damage, pollution/natural resource damage, loss of income and earnings, civil or criminal fines that are incident to or result from the user's operations on the property of Carolina Marine Terminal, Inc. and the use of Carolina Marine Terminal, Inc. facilities (hereinafter "Damage"), and all users shall bear Carolina Marine Terminal, Inc.'s reasonable legal expenses, attorneys' fees, expert fees, accountant fees and all other reasonable costs and expenses which arise from the Damage or user's breach of the terms of this Tariff or other agreement with Carolina Marine Terminal, Inc., or other negligence or fault of user. This Agreement is not to be construed as requiring any user to hold harmless or indemnify Carolina Marine Terminal, Inc. for that portion or percentage of Damage, if any, caused by the negligence of Carolina Marine Terminal, Inc.

As a condition precedent to recovery, cargo, loss and Damage claims against Carolina Marine Terminal, Inc. must be filed in writing with Carolina Marine Terminal, Inc. within nine months after delivery of property (or, in case of export traffic, within nine months after delivery to vessel) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Suits shall be instituted only within one year from the day when notice in writing is given by Carolina Marine Terminal, Inc. to claimant that Carolina Marine Terminal, Inc. has disallowed the claim or any part or parts thereof. Where claims are not filed or suits not

instituted in accordance with the foregoing provisions, Carolina Marine Terminal, Inc. shall not be liable and such claims will not be paid.

Any claim or suit against Carolina Marine Terminal, Inc. shall be brought exclusively in the General Courts of Justice of New Hanover County, North Carolina, or in the United States District Court for the Eastern District of North Carolina. Unless otherwise required by applicable law, North Carolina law or United States Maritime law, as proper, shall apply to this Tariff and any claim or suit against Carolina Marine Terminal, Inc.

SECTION 5. RESPONSIBILITY FOR DAMAGE OR LOSS

The terminal, as stevedore, will be legally liable for damage to the ship and its equipment, less normal wear and tear, and for damage to cargo or loss of cargo over side, directly or proximately caused only through its negligence. When such damage occurs to the ship or its equipment, or where loss or damage occurs to the cargo by reason of such negligence, the ship's officers or other authorized representatives will call this to the attention of the Terminal at the time of the accident and a marine survey will be performed to determine the loss and the responsibility.

With respect to claims for loss or damage to the vessel, its equipment and appurtenances, cargo, and/or baggage, the liability of the Terminal shall be limited to physical damage caused by the negligence of the Terminal as stevedore and to such claims that result from fraud on the part of the employees of the Terminal engaged in the delivery, receiving and watching of cargo, said liability to be limited to the extent of the Terminal's liability insurance, maximum $100,000.00. The Terminal shall not be responsible for any consequential damages what so ever, including but not limited to lost revenue, crew wages, lost charter hire, delay or loss of use.

SECTION 6. TERMS

A. Charges are due 30 days after date of invoice. Unless otherwise indicated, product receipt charges shall be based on Bill of Lading or Manifest to be furnished prior to vessel arrival or vessel Draft Survey. Interest of 1 ½% per month shall be applied to overdue accounts.

If an invoice is not disputed within 20 days after date of issuance, said invoice shall be considered valid and due.

A minimum charge of $ 61.65 per invoice will be charged when there is a request to re-bill after the initial invoice has been rendered.

B. Terminal charges as stated include wharfage charges.

C. Charges as quoted do not include rotation of product

SECTION 7. PAYMENT OF CHARGES AND INVOICES

A. On each inbound or outbound shipment moving into or out of Carolina Marine Terminal, Inc. facilities, the person performing the forwarding function shall be responsible to Carolina Marine Terminal, Inc. for payment of all charges assessed against cargo including, but not limited to, handling charges and storage charges. In any case of doubt as to whom is the party performing the forwarding function, generation of the dock receipt/order shall constitute an admission by the party generating the same that he is performing the forwarding function.

B. The responsibility for terminal charges assessed against a vessel including, but not limited to, dockage and wharfage, shall rest with the agent of such vessel.

C. The responsibility for crane rental, equipment rental, dock cleanup, and stevedore use fees will rest with the stevedore working the vessel.

D. All vessels, their owners and agents, and all other users of Carolina Marine Terminal, Inc. facilities 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 charges.

E. All invoices are rendered in strict accordance with this tariff and are due on presentation. Failure to pay promptly will cause the name of the shipper, consignee, or steamship line for whom the services were rendered to be placed on a delinquent list and such party will be denied further use of the facilities until all outstanding charges have been paid. The Authority 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 Carolina Marine Terminal, Inc. or if the parties involved have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid.

F. If any invoice shall not be properly paid by the responsible party, and such invoice thereafter be referred to counsel for collection the responsible party shall also be liable for all reasonable attorney's fees, costs and expenses of Carolina Marine Terminal, Inc.

SECTION 8. PRODUCT

A. The customer shall ensure that all products delivered to the terminal are free of contamination and/or infestation, and meet all the environmental requirements with regard to air and water standards. All costs associated with the removal of any contamination, fumigation or environmental concerns will be for the customer's account.

B. Any potential problems resulting from inherent characteristics of the product are the customer's responsibility.

C. Title to the product shall remain at all times with the customer.

D. Product screening will be at the customer's direction and at the established rate.

E. The terminal will not be responsible for product shrinkage.

F. Customer and terminal acknowledge that vessel draft surveys are not exact measurements of tonnage discharged/loaded.

G. Customer will be responsible for providing all risk insurance coverage on all goods stored and handled by Carolina Marine Terminal, Inc.

SECTION 9. PRODUCT RECLAIM

A. The terminal shall reject any rail cars, trucks or vessels which are considered to be in unsatisfactory condition for loading.

B. All trucks carrying bulk commodities from the terminal will be properly tarped at the expense of the customer or his trucking firm.

C. Hours for normal operating days for reclaim operations Monday through Friday are from 0700 to 1700, with trucks entering terminal by 1600.

D. Overtime differential for reclaim operations will apply before/after normal operating days on holidays and weekends between 1700 hours on Friday and 0700 hours on Monday.

SECTION 10. HOLIDAYS

1.	NEW YEARS DAY	JANUARY 1
2.	MARTIN LUTHER KING, JR.'s BIRTHDAY	THIRD MONDAY IN JANUARY
3.	GOOD FRIDAY	FRIDAY BEFORE EASTER SUNDAY
4.	MEMORIAL DAY	LAST MONDAY IN MAY
5.	INDEPENDENCE DAY	JULY 4
6.	LABOR DAY	FIRST MONDAY IN SEPTEMBER
7.	VETERAN'S DAY	SECOND MONDAY IN NOVEMBER

*	8.	THANKSGIVING DAY	FOURTH THURSDAY IN NOVEMBER
	9.	DAY AFTER THANKSGIVING	FOURTH FRIDAY IN NOVEMBER
	10.	CHRISTMAS EVE DAY	DECEMBER 24
*	11.	CHRISTMAS DAY	DECEMBER 25
	12.	DAY AFTER CHRISTMAS	DECEMBER 26
	13.	NEW YEARS EVE DAY	DECEMBER 31

NOTE 1: * NO WORK HOLIDAYS

NOTE 2: Operations will continue until the shift change immediately preceding the holiday (1700 hours) and will resume at the first shift change following the holiday (0700 hours).

NOTE 3: When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on a Sunday, the following Monday will be observed, unless notice is given listing another day to be observed.

SECTION 11. EXPORT CARGO

Export Cargo, as used in this tariff, means cargo received at the port for loading into a vessel for shipment to a foreign or domestic port or destination.

SECTION 12. IMPORT CARGO

Import cargo as used in this tariff means cargo, including in-transit cargo, received at the port in a vessel from a foreign or domestic port or origin for loading to a domestic motor, rail or water carrier or storage.

SECTION 13. RE-HANDLING

Re-handling is the service of physically moving cargo or equipment any place on the Terminal facility not involving the initial loading or unloading of railway cars, motor vehicles, or vessels.

SECTION 14. TON

Except as otherwise provided in individual items, ton as used in this tariff, has reference to a ton of 2,000 pounds.

SECTION 15. USAGE

Usage means the use of Terminal facilities by an ocean carrier, rail carrier, motor carrier, independent contractor, stevedore, shipper or consignee, or any other terminal user, their agents, servants, and/or employees specified in this tariff.

SECTION 16. SHIPBOARD WELDING/BURNING

Shipboard welding and/or burning of any type is strictly prohibited while vessels are berthed at Carolina Marine Terminal, Inc. without express written authorization from the terminal management.

SECTION 17. DISCHARGING BALLAST OR RUBBISH

Pumping ballast or discarding rubbish, garbage, dunnage or any debris into slip or channels or on Carolina Marine Terminal, Inc. property is strictly prohibited. Violators will be subject to penalty charges. Direct contact must be made with the approved contractor and upon Carolina Marine Terminal, Inc.'s prior written approval on pumping oil and sludge, or collecting garbage or solid waste for off load and disposal under MARPOL regulations.

SECTION 18. DISCHARGING SEWAGE

Pumping sewage into the waters of North Carolina is strictly prohibited by Federal and State Law.

SECTION 19. PETROLEUM PRODUCTS

The transfer of bulk petroleum products from Carolina Marine Terminal, Inc. dock to the vessel is prohibited except as provided otherwise agreed and as permitted by law. No oil or petroleum product as defined in N.C.G.S. Chapter 143, Article 21A, Oil Pollution and Hazardous Substances Control or other applicable law as amended from time to time, may be discharged or loaded or off loaded at Carolina Marine Terminal, Inc. by a user, except as below provided.

Petroleum Products in barrels or other packages may be approved on a case by case basis. If approved, the vendor must first supply proof of insurance, and make arrangements for a representative to remain with the cargo until it is transferred onto the vessel. Vendor will be fully responsible for any petroleum products spilled while delivering and transferring products to the vessel.

SECTION 20. INSURANCE

A. Charges published in or referred to by this tariff do not include any expense of fire, storm, or other insurance covering owner's interest in property. All such insurance desired by the owner of the cargo must be provided by the owner.

B. All stevedoring firms shall provide evidence that the following insurance coverages are in force covering their operations on Carolina Marine Terminal, Inc.'s facilities.

1. WORKERS COMPENSATION INSURANCE.

2. CERTIFICATE OF INSURANCE OR AUTHORIZATION FOR SELF INSURANCE ISSUED BY THE U.S. DEPARTMENT OF LABOR FOR THE SECURING OF WORKERS COMPENSATION BENEFITS UNDER THE LONGSHORE AND HARBOR WORKERS COMPENSATION ACT.

3. COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY - Bodily injury or death - $500,000 for each person and $1,000,000 for each occurrence.

   Property damage - $500,000.00 each accident and $1,000,000.00 aggregate.

4. STEVEDORES' LEGAL LIABILITY INSURANCE - Protecting the stevedoring firms against damage resulting from loading and unloading vessels. This insurance shall afford at least $1,000,000 protection for each occurrence.

C. All stevedores are required to furnish to Carolina Marine Terminal, Inc. certificates of insurance by companies approved by Carolina Marine Terminal, Inc. Carolina Marine Terminal, Inc. reserves the right to deny use of its facilities to any firm that supplies false, misleading information or insurance which is not satisfactory to Carolina Marine Terminal, Inc. All firms must certify insurance prior to conducting any business with Carolina Marine Terminal, Inc. Certificates of insurance must be renewed as often as necessary and no firms using the facilities of the Authority shall allow any of the required insurance to terminate without 10 days prior written notice to Carolina Marine Terminal, Inc., 3330 River Road, Wilmington, North Carolina 28412.

SECTION 21. GENERAL INCORPORATION

Any services provided by Carolina Marine Terminal, Inc., unless otherwise described herein, shall be provided at the rates of the Port of Wilmington applicable at the time the services are rendered.

Furthermore, rate increases set by the Port of Wilmington shall also apply to services provided by Carolina Marine Terminal, Inc. (whether or not designated herein) and shall be applicable at the time and date of the increase as determined by the Port of Wilmington.

II. DOCKAGE

SECTION 1. BERTHING OF VESSELS

Subject to the exceptions enumerated below, vessels shall be assigned to berths in the order in which they file as ready in all respects to commence work. (First come, first served.)

Carolina Marine Terminal, Inc., as governing port authority at these facilities, may require any vessel already in berth, or about to berth, to work overtime at the vessel's expense in order to alleviate current or prospective congestion. When the vessel is not responsible for the cost of the ship loading or unloading such overtime will be for account of the cargo. Should overtime be refused, the vessel shall lose its turn and vacate the berth in favor of the next vessel that is willing to work overtime. The vessel so losing its turn shall be entitled to berth as soon as the uncongested berth is next available thereafter.

Any vessel refusing for any reason to vacate the berth when ordered to do so may be worked by the Terminal the maximum overtime required to free the berth, at the risk and expense of the responsible party as above. Vessels refusing to vacate the berth after completion of loading or discharging will be subject to penalty Dockage of $1,000.00 per hour commencing two hours after completion of loading or unloading. At its option, the Terminal may effect the removal of any vessel at vessel's risk and expense.

SECTION 2. VESSEL TO VACATE BERTHS

Carolina Marine Terminal, Inc. may order any vessel to vacate any berth when Carolina Marine Terminal, Inc. deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, Carolina Marine Terminal, Inc. facilities, or the rights or property of others. Such situations include, but are not limited to the following: When a potential natural disaster such as a hurricane, tornado, earthquake, fire or flooding make the continued presence of the vessel a threat to the vessel and/or Carolina Marine Terminal, Inc. facilities or the property or safety of others.

Carolina Marine Terminal, Inc. shall provide written notice (such as facsimile transmission, e-mail, etc.) to the steamship line or the ship's Agent advising of the requirement to vacate. The notice shall state the time that the berth must be vacated and shall be presented at least four (4) hours prior to said time.

If a vessel fails to promptly vacate as ordered, it shall be responsible for any damage or expense which may be incurred by Carolina Marine Terminal, Inc. or others as a result of such failure to vacate. Carolina Marine Terminal, Inc. 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 Carolina Marine Terminal, Inc. harmless for any damage or liability it may incur as a result of such movement. Failure to comply with any order to vacate will result in a penalty to the vessel of $1,000.00 per hour for each hour of non-compliance. Refusal may result in denial of future berthing privileges or services.

SECTION 3. RESPONSIBILITY FOR DAMAGE TO FACILITIES

All users of Authority facilities shall be held responsible for all damage to the facilities occasioned by them. The Authority reserves the right to repair or contract for repair such damages. The Authority may detain any vessel or other watercraft responsible for damage to the facilities until sufficient security has been posted for the amount of damage.

SECTION 4. DELAYS AND DETENTIONS

No responsibility will be assumed by Carolina Marine Terminal, Inc. for delays or demurrage on railroad cars, highway trucks, or detention on vessels from any cause whatsoever, or for delays caused by U.S. Customs or other regulatory bodies, nor will such delay or detention preclude the imposition of storage or other charges.

Should there be any questions with regard to validity of any invoice from the Carolina Marine Terminal, Inc. the matter must be reduced to writing and forwarded to Carolina Marine Terminal, Inc., Attention Rountree, Losee & Baldwin, LLP, Charles S. Baldwin IV, Esquire, 2419 Market Street, Post Office Box 1409, Wilmington, North Carolina 28402-1409 and the ship's local agent, within forty-five (45) days after the presentation of the invoice in question. Any invoice not questioned within this forty-five (45) day period will be considered valid and final.

SECTION 5. DOCKAGE CHARGES

Dockage is the charge assessed against a vessel or other craft for berthing or making fast to any wharf, mooring devise or other facility of the terminal or for mooring to a vessel so berthed. The following dockage charges will be assessed:

A. DOCKAGE, PER LINEAR FOOT PER 24-HOUR PERIOD

Vessels, not otherwise shown

0' to 550'	$ 8.20
551' to 575'	$ 9.95
576' to 625'	$10.30
626' to 700'	$11.30
701' and over	$11.60

Note: Includes seagoing barges loading or discharging cargo carried on foreign or intracoastal manifests.

Dockage will be computed on LOA (Length Overall) as published in Lloyd's Register of Shipping. Minimum Dockage Charge is $300.00 per day or fraction. After the first 24-hour period of dockage assessment, dockage will be assessed on an hourly basis; 1/24 of daily dockage charge for each hour over the initial 24-hour period.

B. BARGES, NOT OTHERWISE SHOWN

$ 3.10 per linear feet

Barges moored alongside vessels at the piers for the sole purpose of transferring cargo to or from such vessels as well as tow boats and landing tows will be exempt from dockage charges.

Dockage charges are based on a twenty-four hour day or fraction which commences when the vessel moors. The minimum dockage charge is $300.00 per day or fraction.

C. LASH BARGES

Each day or fractional part thereof, per barge.....$80.00

(not subject to minimum dockage charges otherwise provided herein.)

D. VESSELS, OTHER THAN BARGES

Vessels calling at the facility of Carolina Marine Terminal. Inc. may be granted, upon request, lay berth dockage at one-half the published tariff rate for dockage, subject to berth availability and at the discretion of port management. However, the default rates shall be the dockage rates in (A) above.

E. SECURITY SURCHARGE

Security Surcharge is a fee assessed against the vessel to recover costs incurred for security assessments, security plans, equipment purchases, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105. The security surcharge described herein shall apply to all vessels and barges (working or in lay berth) that utilize the facilities of Carolina Marine Terminal, Inc.

Based on hours at Berth.....$ 50.00 per hour

SECTION 6. LINE HANDLING

Line handling charges shall be at the rates provided by the servicing entity. Where Carolina Marine Terminal, Inc. is the servicing entity, the rates shall be as follows:

IN or OUT	$ 950.00
HOLIDAY RATES	$ 1,450.00

(See pages 5 & 6 for Holiday Schedule)

SECTION 7. DETENTION RATES

Applicable after first 4 hours – same as above

NOTE:

Straight time hours are from 0700 - 1200 and 1300 – 1700, Monday through Friday, holidays excepted. Any of the above services furnished on **"NO WORK DAYS"** (i.e. Thanksgiving Day and Christmas Day, etc.), charges for the service will be double the straight time applicable rate.

III. LOADING & UNLOADING

SECTION 1. ACCEPTANCE OF VESSELS FOR LOADING

A. The Terminal may refuse to accept any vessel for loading unless the following requirements have been met:

1. All required holds have been properly certified as ready for loading or otherwise deemed acceptable by the shipper.

2. A copy of any governing charter party or booking note has been provided to the Terminal.

3. Funds or acceptable guarantee to cover anticipated obligations to the Terminal have been provided for.

4. Master's loading plan has been provided to the Terminal and final tonnage nominated.

5. Cargo is in position to be loaded on arrival of vessel.

6. Overtime requirements, if any, have been agreed to and funds arranged for.

B. For all Terminal and Stevedoring delays and expenses resulting from failure to comply with any of the above berthing requirements, vessel will be subject to Terminal Detention at $500.00 per hour, or labor and equipment cost plus 20% and insurance and payroll taxes, whichever is greater.

SECTION 2. ACCEPTANCE OF VESSELS FOR DISCHARGING

The Terminal may refuse to accept any vessel for discharging unless the following requirements have been met:

A. Space is available or transport is available for receipt or loading of cargo.

B. A copy of any governing charter party or booking note has been provided to the Terminal.

C. Funds or acceptable guarantee to cover anticipated obligations to the Terminal have been provided for.

D. Master's loading or discharging plan and cargo distribution plan has been provided to the Terminal.

E. Overtime requirements, if any, have been agreed to and funds arranged for.

SECTION 3. READINESS OF VESSELS TO LOAD OR UNLOAD

Vessel will be considered ready to load or unload when a valid Certificate of Inspection as been issued by the U.S. Coast Guard when required.

SECTION 4. LOADING OR UNLOADING

Loading or unloading applies to the service of loading or unloading cargo between any place on the Terminal and railroad cars, trucks, domestic barges, or any other means of conveyance. 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. The Terminal will not consider themselves to be the consignee of cargo destined for water movement.

SECTION 5. VESSEL LOADING AND UNLOADING CHARGES

A. Unless otherwise stated, rates shall be in accordance with those of the Port of Wilmington at the time the services are rendered plus an additional five percent (5%) premium.

B. Charges are based on single deck, self trimming gearless bulk carriers with cargo accessible to the ship's crane (grab/lifting mechanism).

C. The customer will be billed based on actual cost if a vessel is a tween-decker or requires extra labor and/or extra equipment other than normal, during discharge or loading including cleaning ribs of holds.

D. A booming assessment of 10 percent (10%) of the vessel stand-by charge will be applied to all geared vessels requiring the terminal's ship unloader to boom up and down between the cargo holds. This assessment will apply to each booming requirement.

E. Overtime differential for vessel discharge will apply on holidays and weekends between 1700 hours on Friday and 0700 hours on Monday.

F. **STEVEDORE'S TERMINAL USAGE FEE**

Each stevedoring firm operating at Carolina Marine Terminal, Inc. facilities will be assessed charges as follows:

Terminal Usage Fee:
$.54 per ton of 2,000 lbs. on all general cargo and container cargo handled.
$.54 per ton of 2,000 lbs. on bulk commodities discharged or loaded.

G. **SUPERVISORY PERSONNEL FEES**

When vessels are loading or discharging during overtime hours Carolina Marine Terminal, Inc. may, at its sole discretion, but without a duty to do so, assign personnel to supervise the delivery or receiving of general cargo or containers. Carolina Marine Terminal, Inc. may, if deemed necessary, assign supervisory personnel to bulk operations. Such personnel will be charged at labor furnished rates per the Port of Wilmington's tariff rates at the time such services are provided. Carolina Marine Terminal, Inc. reserves the right to assign as many men as it deems necessary, if any, to protect its interests. Charges for this service will be assessed per vessel.

H. **WHARFAGE AND FEES**

1. Wharfage is a charge assessed against the vessel for the use of wharves and transit warehouses in the receipt of cargo from or delivery of cargo to ships, barges or other watercraft moored to wharf facilities of Carolina Marine Terminal, Inc. or its lessors or lessees, including cargoes received from or delivered to barges, lighters or other watercraft lying alongside such vessels, or taken from or delivered to the water.

2. Transshipped break bulk cargo received by land carrier from other Continental United States Ports shall be considered to have earned wharfage upon entering Carolina Marine Terminal, Inc.'s facilities. Wharfage will be assessed against the vessel transporting the cargo by water to the U.S. port of discharge and the responsibility for collection and payment of such wharfage shall rest with the local agent of the vessel.

3. Wharfage Rates:

(a) Dry bulk commodities $1.75 per ton of 2,000 lbs
(b) Cargo not otherwise shown $4.45 per ton of 2,000 lbs.

SECTION 6. STAND-BY SITUATIONS

A. Stand-by charges will be assessed if berthed vessels are unable to work due to vessel related causes.

B. At the discretion of the customer, the terminal will stand-by during inclement weather conditions on discharging a vessel, however, a stand-by charge will be assessed during this stand-by period.

IV. MISCELLANEOUS CHARGES

SECTION 1. 100 TON MOBILE HARBOR CRANE RENTAL

Straight Time	$ 554.04
Overtime	$ 616.52
Holidays	$ 677.90

MINIMUM CHARGE	
Straight Time	4 hrs
Overtime	4 hrs
Holiday	8 hrs

CRANE STANDBY_MINIMUM CHARGE	
Straight Time	4 hrs at $ 184.23 per hr.
Overtime Mon. – Fri.	4 hrs at $ 243.74 per hr.
Overtime Weekends – Holidays	8 hrs at $ 308.43 per hr.

Individual lift for projects on non contract cargo in excess of 35 tons are subject to the following additional charges per short ton.

35 – 50 tons	$ 4.20
51 – 60 tons	$ 4.95
61 – 70 tons	$ 5.75
71 – 100 tons	$ 6.75

SECTION 2 EQUIPMENT RENTAL

0 – 8000 lb. Lift Truck with Operator	$ 75.65per hr.
10,000 – 15,000 lb Lift Truck with Operator	$ 99.45 per hr.
Bulk Hopper	.34 per ton
Portable Lights	$ 274.45 per 24 hrs.

Frontend Loader with Operator	$ 179.25 per hr.

SECTION 3 LABOR FURNISHED RATES

Supervisor	
Straight Time	$ 41.05
Overtime	$ 61.55
Holidays	$ 102.60
Crane Operator	
Straight Time	$ 36.75
Overtime	$ 55.10
Holidays	$ 91.90
Equipment Operator	
Straight Time	$ 35.75
Overtime	$ 53.65
Holidays	$ 89.40
Skilled Laborer	
Straight Time	$ 36.75
Overtime	$ 55.10
Holidays	$ 91.90

When workers are called out in overtime, a minimum of 8 hours on weekends and holidays or 4 hours on weekdays for each person will be assessed, depending on the guarantee.

V. FREE TIME

SECTION 1. DEFINITION

Free time is the time allowed for assembling cargo preceding a vessel's loading or following a vessel's unloading for removing cargo from transit sheds, open yards or other points of rest before assessment of storage charges. Free time shall be according to the terms in Section 2 below.

SECTION 2. RATES AND TERMS

A. On cargoes received from vessels berthed at Carolina Marine Terminal, Inc. and cargoes loaded aboard vessels berthed at Carolina Marine Terminal, Inc.'s facilities including Saturdays, Sundays, and holidays:

In Transit Sheds	15 days
In Open Areas	20 days
Exceptions:	
Project Cargo	30 days
Steel and related items in transit sheds	
or in open areas	30 days
Preunitized Woodpulp in Transit Sheds	30 days

Extended free time available. Contact Carolina Marine Terminal, Inc. for terms.

B. On cargoes received for outbound movement by water and subsequently forwarded by land to another port or to the interior, excluding Saturdays, Sundays, and holidays: 2 days

C On cargo discharged from a vessel, free time begins the first 7:00 a.m. after vessel completes discharging. On cargo received for loading aboard a vessel, free time begins at the first 7:00 a.m. after receipt of cargo.

D Export cargo arriving at the terminal without consignment to a specific vessel with a scheduled arrival and loading date, within the free time period provided in paragraph (b) will upon prior arrangements with terminal management be received for storage. Cargo will remain in a storage status until written orders are received to place cargo at pier or in transit sheds for loading to a specific vessel with a scheduled date of arrival and loading. Export cargo ordered to pier or transit sheds for loading aboard a specific vessel which does not commence loading during the free time period, due to late arrival of vessel, shut-out cargo, vessel cancellation, etc., may, at the discretion of Carolina Marine Terminal, Inc. accrue storage fees.

E. Free time will be subject to availability of suitable open ground storage space and to advance arrangements, for the use of such space, with the management of Carolina Marine Terminal, Inc. Cargo accorded forty-five (45) days free time under these provisions will be assessed an additional applicable handling charge for the commodity involved if the designated point of rest of such cargo is at such location as to be beyond the recognized reach of the stevedore (300 feet abreast and 100 feet fore and aft of the vessel on which cargo is to be loaded) and should Carolina Marine Terminal, Inc. be required to handle the cargo to shipside at time of loading aboard vessel.

F. After free time Carolina Marine Terminal, Inc. reserves the right to place cargo in any appropriate storage most conducive to its operations of serving vessels and inland carriers and to assess appropriate charges against the cargo.

VI. WATER, SUPPLIES, CHANDELLING, ETC.

SECTION 1. FRESH WATER

For furnishing fresh water to vessel, the charge will be $5.60 per short ton of 2,000 lbs., minimum charge of $71.60 plus $ 50.00 connection fee.

SECTION 2. MISCELLANEOUS

Various cargoes will be received, stored, and delivered in accordance with private contracts or arrangements to be made between Carolina Marine Terminal, Inc. and Importers or Exporters prior to committing any cargo to move over the terminals for either export or import.

All agreements, covenants and provisions contained herein are severable and, in the event any of them shall be held invalid by any competent court or tribunal, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

All references to gender may include the masculine, feminine and neuter, as appropriate.

This Tariff Schedule contains the entire agreement of the terminal and users concerning the subject matter hereof and any party asserting another or contrary agreement bears the burden of producing a writing thereof signed or confirmed in writing by separate communication by the party to be bound.