

**PORT OF TEXAS CITY
TEXAS CITY TERMINAL RAILWAY COMPANY
U.S. CUSTOMS PORT CODE 5306**

CIRCULAR NO. 4-H

(Includes All Prior Supplements)

Contains

**WHARFAGE, DOCKAGE, STORAGE AND OTHER
CHARGES, RULES AND REGULATIONS**

Applying on the

WHARVES AND RAILROAD

**AT THE PORT OF TEXAS CITY, TEXAS AND
TEXAS CITY TERMINAL RAILWAY COMPANY**

ISSUED DECEMBER 1, 2008

EFFECTIVE JANUARY 1, 2009

This is to advise you of our rates for 2009. Included in this publication are TCT local rail switching rates and rules.

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ITEM SUBJECT**APPLICATION**

SECTION 1 – DEFINITIONS

100	Definitions
101 CARGO	Any solid, liquid or gaseous substance, product or Hazardous Material transported to, from, in or through the jurisdiction of the Port of Texas City and involving the use of Port’s Facilities.
102 DAY	Each succeeding 24 hour period or fraction thereof, after the actual time a Vessel docks.
103 DOCKAGE	A charge assessed against a Vessel for use of mooring facilities, docks, piers, bulkheads, wharves, or for mooring to a Vessel so berthed.
104 ENVIRONMENTAL LAWS	All federal, state, local or municipal laws, rules, regulations, statutes, ordinances, permits or orders, and any judicial or administrative interpretations thereof, relating to (a) the prevention, control, or management of pollution, (b) the protection of the environment, including but not limited to, air, water, groundwater, land, soil, sediments, humans, animals, and vegetation, (c) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal, discharge, release, emission or transportation, or (d) regulation of or exposure to Hazardous Materials and/or petroleum products. “Environmental Laws” shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, <i>et seq.</i> (“CERCLA”), the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 1101, <i>et seq.</i> , the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, <i>et seq.</i> , the Toxic Substances Control Act, 15 U.S.C. §§ 2601, <i>et seq.</i> , the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, <i>et seq.</i> , the Clean Air Act, 42 U.S.C. §§ 7401, <i>et seq.</i> , the Clean Water Act (Federal Water Pollution Control Act), 33 U.S.C. §§ 1251, <i>et seq.</i> , the Safe Drinking Water Act, 42 U.S.C. §§ 300f, <i>et seq.</i> , the Occupational Safety and Health Act, 29 U.S.C. §§ 641, <i>et seq.</i> , the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, <i>et seq.</i> , the Oil Pollution Act, 33 U.S.C. §§ 2701, <i>et seq.</i> , the Texas Health & Safety Code, the Texas Water Code, and the Texas Natural Resources Code.

105 HAZARDOUS MATERIAL(S)	Any substance or material that is listed, defined or otherwise designated as a "hazardous substance" under Section 101(14) of CERCLA or Section 361.003(11) of the Texas Health & Safety Code; (b) any chemical or COC; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any Environmental Laws.
106 PORT AUTHORITY	The Port Authority for the Port of Texas City, Texas is Texas City Terminal Railway Company d/b/a Port of Texas City.
107 PORT FACILITIES	Any wharves, docks, piers, bulkheads, sheds, warehouses, land, structures, pipelines and extensions thereof and appurtenances thereto, equipment and appliances of all kinds, and rail operations situated within the jurisdiction of and/or owned, operated or leased by the Port Authority.
108 CIRCULAR	This Tariff, Circular 4-H, and any subsequently issued tariffs, Circulars or amendments hereof.
109 USER	Includes (1) any person or entity using the Port Facilities or to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port Authority or any other person using the Port Facilities, (2) any person or entity owning or having custody of Cargo moving in, over or through the Port Facilities; (3) all Vessels and their owners, operators, crew and agents; and (4) any other person, firm or corporation that conducts business at the Port of Texas City.
110 VESSEL	Any ship, tug, towboat, barge or other water craft, self-propelled or non-self propelled.
111 VOYAGE	The arrival at and departure from the Port of Texas City of a Vessel. The charges shown herein apply to each individual voyage, from the time a Vessel is made fast to a dock until the mooring lines are released.
112 WHARFAGE	A charge assessed against the Cargo on all Cargo passing or conveyed over, onto or under wharves or between Vessels, when berthed at a wharf, made fast to a Vessel so berthed or when moored in slip adjacent to wharf.
113-199	RESERVED

SECTION 2 – RULES AND REGULATIONS

200	General Rules and Regulations:
201 JURISDICTION & APPLICATION	The Port of Texas City has jurisdiction over all of the Port Facilities. The rules, rates and other provisions set forth in this Circular apply to all activities on the Port Facilities and all waterways adjacent to the Port of Texas City, unless otherwise stated herein or unless otherwise specifically agreed in writing with the Port Authority. All Users of Port Facilities and all Vessels using the waterways shall at all times conform to the rules, regulations and rates contained in this Circular.
202 CONSENT	<u>By using the Port Facilities, all Users consent to the terms and conditions of the Circular and agree to pay all charges and to be governed by all rules and regulations contained herein.</u> Refusal or failure to comply with these rules or regulations may result in an order to vacate the Port Facilities, to cease loading or unloading, or any other order deemed necessary of advisable by the Port Authority.
203 APPLICABLE LAW	<p>The rates, rules and regulations contained in this Circular shall apply equally to all Users of Port Facilities on and from effective dates of the Circular. The Circular shall be construed, and the rights and obligations of the parties hereunder shall be determined in accordance with, the laws of the State of Texas, excluding any principle of conflict of laws that would require application of the laws of any other jurisdiction (excepting only those claims that sound only under federal maritime law).</p> <p>Venue of any litigation arising under this Circular or any User’s operations on Port Facilities shall be in the United States District Court for the Southern District of Texas to the extent that the Courts of the United States have personal and subject matter jurisdiction, otherwise venue shall be in Texas State Judicial District Court of Galveston County, Texas.</p>
204 SECURITY ZONE & RESPONSIBILITY FOR SECURITY	<p>As referenced in the Code of Federal Regulations, Title 33, Volume 2, Part 165, Subpart F, Section 165.814, Revised as of July 1, 2003, the waters inside the Port of Texas City have been established as a security zone.</p> <p>Fishing Vessels and other pleasure Vessels are prohibited, and only commercial Vessels on official Port business may enter.</p> <p>Likewise, swimming, snorkeling, recreational scuba diving and other water sports, and fishing are prohibited within the jurisdiction of the Port Authority.</p>

204 SECURITY ZONE & RESPONSIBILITY FOR SECURITY (continued)	Users are solely responsible for their, and their employees' and agents', security and safety at Port Facilities, including security from acts of terrorism, vandalism, theft, burglary or other criminal acts; notwithstanding any security measures that might be taken or undertaken by Port Authority.
205 PAYMENT OF CHARGES	All bills rendered by Port of Texas City for charges assessed under the provisions of this Circular are due and payable within 10 days after presentation. Any agents, owners, persons, firms or corporations receiving such bills and failing to make payment within 30 days after presentation shall be placed upon a delinquent list.
206 DELINQUENT LIST	All Vessels, their owners or agents or other Users of the Port Facilities placed on the delinquent list for reasons heretofore stated shall be denied further use of the Port Facilities until all charges have been paid.
207 DEMURRAGE ON VESSELS	Port of Texas City does not assume responsibility for demurrage on Vessels under any circumstances.
208-209	RESERVED

210	Operational Rules & Regulations:
211 CARGO STATEMENTS	All Vessels, their owners, operators, agents or other proper authority shall promptly after departure of a Vessel, report to auditor, Port of Texas City upon prescribed forms all Cargo loaded and/or unloaded at the Port of Texas City. Any other data required for proper statistical or billing information may be requested by the Port of Texas City.
212 BERTH ARRANGEMENTS	<p>1. Effective July 11, 1977 Texas City Terminal Railway Company arranges berth assignments commensurate with Port User's facility capabilities. The Harbormaster fulfills these management duties on behalf of the Texas City Terminal Railway Company. The Harbormaster, Relief Harbormaster and staff support the United States Coast Guard in their official capacity as the governmental authority in all marine matters including: security, safety, advising of any unsafe conditions, environmental issues, notifying of spills, etc. The Harbormaster also coordinates with the Pilots and Linehandlers always emphasizing safety as the first priority. Radio contact is maintained with all inbound and outbound ships to inform all Vessels of movements within the Texas City Channel. This information flow promotes the safe and smooth progression of traffic in the channel and the Port of Texas City. For scheduling purposes the arrival and departure of ships is closely coordinated by the Pilots and Harbormaster. The limits of the Texas City Harbormaster start with the beginning of the Texas City Channel and end at the south end of the Industrial Canal.</p> <p>2. The Harbormaster arranges berth assignments within the Port area and receives all Port related information from Port Users; however, Coast Guard Vessel Traffic Service Houston/Galveston has primary responsibility for managing and tracking Vessel movements within the Vessel Traffic Service Area that includes the Port of Texas City. Information on this mandatory system may be found in 33 CFR Part 161 or obtained by contacting the Vessel Traffic Center at (713) 671-5153.</p> <p>3. Although jurisdiction of private docks will be maintained by the dock owner, such dock owner will co-operate fully and communicate constantly with the Port of Texas City in order to assure the maximum effectiveness of the plan.</p> <p>4. The Harbormaster and staff will devote full time to the duties outlined in this plan. The Harbormaster's Office will receive all Port related information from Port Users and answer requests for such information from Port interests. The Port User/agent relationship shall be continued; however, the Harbormaster must be informed of their intentions in order that he may relay any emergency or special conditions that may exist in the Port of Texas City. The Harbormaster and staff will be based in the Port of Texas City Harbor-</p>

**212 BERTH
ARRANGEMENTS
(continued)**

master Building and can be reached by telephone twenty-four (24) hours a day, 7 days per week at (409) 945-5011 or by e-mail at Harbormaster@railporttc.com. The Harbormaster can also be reached via VHF Radio channel 16, 14, 66, or 77. The Harbormaster will be fair and impartial in his judgments which will be based primarily on (first) safety, then (second) economic impact.

5. All Vessels entering the Port will use the assigned berth and shall not change without notifying the Harbormaster's Office, private docks excluded.

6. Representatives of all Port Users will relay to the Harbormaster's Office daily by 3:00 P.M. all incoming marine traffic either electronic communication or in person to assist in making the traffic report for the next twenty-four hours. The Harbormaster's Office will send out the traffic report to any one who requests this information. Friday's report will be in effect until Monday of the next week, although updates can be made over the weekend.

7. This plan does not preclude the free and full exchange of data as between two or more Port Users, in addition to the Harbormaster, when needed to insure a more harmonious or safer operating procedure. However, Vessel scheduling will be done only as shown in Paragraph 6 (Traffic Report) and Paragraph 10 (Preferential Berthing).

8. Deliberately falsifying information to obtain a more favorable Port condition by any Port interest can not be tolerated on the docks owned by the Port of Texas City.

9. Port User Management/Supervisory Personnel will meet when requested to do so by one or more Users to improve the plan or offer constructive suggestions.

10. Under the authority of the Harbormaster the following regulations, pertaining to preferential berthing, will prevail at all Port of Texas City Multi User Docks:

(A) Class 1 Vessels are ships, seagoing barges and barges requiring the use of harbor tugs and linemen. Class 2 Vessels are all other barges and boats.

(B) Class 1 Vessels shall take precedence over Class 2 Vessels when the Harbormaster makes berth assignments. The following two exceptions only will be adhered to:

(B)(i) Class 2 Vessels handling Cargo shall take precedence over Class 1 and 2 Vessels not handling Cargo, at all docks.

**212 BERTH
ARRANGEMENTS
(continued)**

(B)(ii) Vessel classes will not be observed and berth assignments shall be made strictly on a first come-first served basis at Dock #15 only.

(C) When a Class 2 Vessel is occupying or blocking a berth required by Class 1 Vessel and the Class 1 Vessel is within 2 hours normal travel time of its berth (weather, sea or other emergency conditions must be considered in this estimate) the Harbormaster shall give the Class 2 Vessel 2 hours notice to vacate the berth. It should be understood that this regulation will not be a common occurrence since the daily briefing sessions under Paragraph 6 should reduce them to a bare minimum. This Paragraph **(C)** will be subordinate to Sub-paragraphs **(B)(i)** and **(B)(ii)** above.

(D) Berth assignments by the Harbormaster shall be made on a first come-first served basis and such assignment will be made to the first Vessel ready to occupy the empty berth regardless of whether the Vessel is already berthed at another dock in the Port or is riding out at anchor. A Vessel berthed at another dock will be considered ready to occupy the berth in question when it is disconnected from all loading equipment and ready and able to sail. A Vessel riding out at anchor will be considered ready to occupy the berth in question when there are no conditions to impede its immediate departure and it is ready and able to sail. This regulation can only be varied as a result of an operational condition (such as the inability to transfer Cargo) when the first to be served User notifies the Harbormaster of his problem and agrees to relinquish his position to the next in line. This type of cooperation is expected of all Port Users.

(E) Any Vessel not scheduled on the daily 3 p.m. Traffic Report as set out in Paragraph 6 will be added to the Daily Vessel Itinerary Sheet, but in the event of conflict with a Vessel already recorded, the Vessel first recorded will receive preferential berthing privilege.

(F) All Vessels shall be expected to begin transferring Cargo promptly upon docking and shall vacate the berth as soon as Cargo transfer is complete. Adequate Cargo transfer facilities shall be provided by the dock User in order to affect such Cargo transfer in a safe and prompt manner. This rule is of the essence in reducing dock congestion and will be policed diligently by the Harbormaster. Any Vessel not actively engaged in the transfer of Cargo must promptly yield the berth to a Vessel who requires the berth for the transfer of Cargo, taking its place as the last Vessel in line to return to such berth.

(G) All Vessels referred to in these regulations shall be subject to the Class 1/Class 2 designations shown in Paragraph 10 (A) and 11(B).

<p>213 VESSEL ARRIVAL, DEPARTURE, SHIFTING APPROVAL</p>	<p>It is the desire of the Users of the Port of Texas City that the Harbormaster or his designate must grant permission before any ship barge other Vessel engaged in maritime commerce may enter, depart or shift berths within the Port of Texas City. This rule is extended to cover ALL DOCKS in the Port including both Port of Texas City Docks and Docks owned and/or operated by other Port Users. Not less than 3 hours prior to the scheduled arrival, departure, or shifting of a ship and at no less than 1 hour prior to the scheduled arrival, departure or shifting of a barge(s), the Agent or other party responsible for the movement of the Vessel will notify the Harbormaster or his designate by telephone at (409) 945-5011, (409) 945-4461, 1-800-893-4412 or by fax at (409) 948-8736 of both the move and authorized Line Handler. If, on occasion and with good cause, the 3 hour ship and 1 hour barge notification deadlines cannot be met, applicable only to Vessel ARRIVALS, the Agent or other responsible party will so notify the Harbormaster, prior to the deadline time, and inform him as to the approximate time such information will become available.</p> <p>Coast Guard Vessel Traffic Service Houston/Galveston manages and tracks Vessel movements within the Vessel Traffic Service Area that includes the Port of Texas City. Certain Vessels (power-driven Vessels 40 meters (approximately 131 feet) or more in length, towing Vessels 8 meters (approximately 26 feet) or more in length, and every Vessel certificated to carry 50 or more passengers for hire) are required to provide information while navigating in the Vessel Traffic Service Area. All Vessels required to participate must communicate with VTS Houston/Galveston on VHR-FM channel 12 (156.600 MHz) in accordance with 33 CFR Part 161.</p>
<p>214 REMOVAL OF VESSELS</p>	<p>Whenever it is deemed necessary or advisable, the Harbormaster may order any Vessel to shift its berth to any other berth or place and/or to work overtime, at the Vessel's expense, to insure that the Vessel timely vacates the berth. Due notice of this shall be given by the Harbormaster or person in charge to a Vessel owner or operator, who shall take immediate steps to comply with the order, and in case of failure or neglect to comply with the order, the Harbormaster shall have the right to cause the Vessel to be removed as ordered at the risk of the Vessel in question. Any Vessel failing to vacate a berth when so ordered shall be subject to payment of additional dockage charges at the rate of \$1,500.00 per hour. All charges for shifting shall be at the expense and risk of the Vessel.</p>
<p>215 USE OF BULK LIQUID DOCKS</p>	<p>Proper use of bulk liquid docks and equipment thereon to minimize fire hazards and prevent water pollution and unnecessary damage to these structures is essential and the following regulations are required of the Users:</p>

<p>215 USE OF BULK LIQUID DOCKS (continued)</p>	<ol style="list-style-type: none"> 1. Immediately upon the completion of loading or discharging Cargo on any bulk liquid docks of the Port of Texas City all hoses must be disconnected from header valves and all openings blind flanged. 2. All hose sections must be drained thoroughly and petroleum or chemical products of any nature shall not be allowed to spill or become wasted on the dock structure or into the slip. In the event of such spillage, the area thereof shall be thoroughly cleaned by the User at its own cost, using adequate safety precautions. 3. Every User must maintain an authorized and competent representative experienced in handling materials present on the bulk liquid dock from the time a Vessel starts work until such time as hoses are disconnected and stored. 4. Unless specifically provided for otherwise in an enforceable Lease Agreement with the Port Authority, every User of the bulk liquid docks assumes sole responsibility for the inspection of the docks and inspection and maintenance of pipelines, hoses, Cargo loading or unloading equipment and other Port Facilities associated therewith. Users are responsible to inspect for, detect or warn of dangers or defects in the Port Facilities. Likewise, Users are responsible at all times for the working conditions and safety of User's employees, agents, licensees and invitees while on or working with Port Facilities.
<p>216 GANGWAYS</p>	<p>Vessels shall have a safe, strong and properly secured gangway of adequate length to permit the safe passage of persons to and from the Vessel.</p>
<p>217 MANNING OF VESSELS</p>	<p>All self-propelled Vessels shall be manned at all times by at least one person with authority to take charge of the Vessel and carry out the orders of the Harbormaster to act in case of an emergency. Such Vessel shall also be manned at all times by and with a sufficient crew to take any action required by the Harbormaster or in an emergency, unless the vessel is in lay-up status.</p>
<p>218 MOORING STRUCTURES</p>	<p>The Port Authority provides mooring structures at each dock it owns. The Port Authority hereby disclaims any representation or warranty of suitability or adequacy of its mooring structures for use by a Vessel. Users should inspect and ensure for themselves the suitability and adequacy of any mooring structures. The Port Authority or Port employees will not be liable for damages resulting from the failure of any mooring structure found by a Vessel or her crew. All defects or inadequacies in mooring structure must be promptly reported to the Harbormaster.</p>

<p>219 VESSEL MOORING</p>	<p>Vessels moored to any Port Facility shall use a sufficient number of lines in good condition and of adequate size and strength to assure that the Vessel is properly and safely moored and the Vessel shall be breasted against the breasting structure as closely as possible with mooring lines taut at all times. At Port Facilities, mooring lines shall be placed only on structures provided for the purpose of mooring vessels and shall not be made fast in any way to any other portion of the Terminal Facility, including retaining walls, supporting piles or fender piles.</p> <p>Subject to the above:</p> <p>(A) SHIPS AND OCEAN GOING BARGES: Mooring line requirements will be determined by the Master of the Vessel and he/she will follow the guidelines of the customers in the Port of Texas City. Any deviations from these instructions will be between the Master of the Vessel and the Companies desiring their services.</p> <p>(B) BARGES: Mooring line requirements shall consist of a minimum of 6 lines (2 Bow lines, 2 Stern lines, 1 Forward Spring line and 1 Aft Spring line.)</p> <p>NOTE: Oil Tanking has requested and the Galveston-Texas City Pilots Association has agreed to exclude Docks 63, 64, 65 and 71 (Barge fleeting area) from this Item 219 since they are not affected by ships transiting the Main Harbor or the Industrial Canal.</p>
<p>220-249</p>	<p>RESERVED</p>

250		Health, Safety and Environmental Provisions:
251	DUMPING INTO WATERS	The dumping or overflow of oil, oily wastes, chemicals, grease, dirty ballast, trash plastics, garbage or other objectionable matter into the waters at the Port of Texas City is prohibited by federal, state and city laws and ordinances. Marine Traffic Managers of the Port of Texas City will report all such pollution to the proper authority. Those guilty shall be responsible for payment of the cost of removing such objectionable matter. All U.S. Coast Guard regulations pertaining to waste reception facilities including but not limited to Annex I (oil) and Annex II (chemicals) of MARPOL 73/78 must be observed.
252	AIR POLLUTION	The blowing of tubes or any other pollution of the air by Vessels in Port waters is prohibited.
253	GARBAGE	APHIS garbage as defined in Annex V of MARPOL 73/78 is now regulated by the Department of Agriculture and a U. S. Coast Guard Port Certificate of Adequacy. A contractor, duly licensed, and approved for disposal of APHIS garbage, will be selected through the Ship's agent who will make arrangements for this service while berthing in the Port.
254	HEALTH	All Vessels mooring at the Port Facilities shall comply with all applicable United States Public Health Service regulations. Users, agents or owners of Vessels requiring garbage pickup will be responsible for such action.
255	CLEANLINESS	Agents and operators of Vessels and other Users of Port Facilities shall be held responsible for cleaning the Port Facilities that they have used or which has been assigned to them. If such User does not properly clean the facility the Port Authority reserves the right and shall clean the Facility with its own labor and bill the User accordingly.
256	RESPONSIBILITY FOR HAZARDOUS CARGO	Except for tank vessels designated for transporting flammable materials, the master of any Vessel entering the Port of Texas City shall advise the Harbormaster immediately upon docking of hazardous Cargo aboard the Vessel, including any gunpowder, dynamite or other explosives, or flammable materials stating the quantity and the location of each vessel. The Vessel master and User is solely responsible for taking all precautions necessary to protect and prevent any accidents connected with such Hazardous Cargo.
257	HANDLING OF HAZARDOUS MATERIALS	Materials classified as hazardous by the U.S. Coast Guard or the U.S. Department of Transportation may only be handled in waterborne commerce or at Port Facilities if such materials and the manner in which they will be handled comply with U.S. Coast Guard and U.S. Department of Transportation rules and regulations

257 HANDLING OF HAZARDOUS MATERIALS (continued)	governing the transport or handling of hazardous materials and all OSHA applicable federal and state laws and municipal ordinances, and any rules and regulations issued pursuant thereto. The User that owns or has custody of such hazardous materials is solely responsible for complying with all such rules, regulations and ordinances and for taking all precautions necessary to protect and prevent any accidents connected with such Hazardous Materials.
258 NOTIFICATION OF HAZARDOUS CONDITIONS	If hazardous conditions of any kind develop during any loading, unloading or any other type of operation at any Port Facility or private Port facility, operations shall cease immediately and the regulatory agencies and Harbormaster shall be notified.
259 BEST MANAGEMENT PRACTICES TO PREVENT POLLUTION	Users must take every possible precaution to prevent pollution of the environment adjacent to the Port of Texas City and the Port Facilities. The Port Authority requires that best management practices be observed to prevent pollution of the environment and the Port Facilities from storm water or other point sources.
260 SPILL RESPONSE	If any substance, product, or Cargo is released, leaks, escapes, discharges, or spills from a Vessel or the Port Facilities while under the control or operation of a User, onto any portion of the Port of Texas City or the adjacent waters, such User hereby agrees that User shall (subject to any necessary regulatory approvals), irrespective of (i) the cause of such release, leak, escape, discharge, or spill, and (ii) the ownership of such substance, product, or Cargo: (A) promptly make any required report of such release, leak, escape, discharge, or spill to the appropriate local, state, and/or federal environmental regulatory authorities; (B) contain, remediate, remove and clean-up any such release, leak, escape, discharge, or spill, or arrange for such clean-up to a level acceptable to the governmental agency assuming primary jurisdiction for the release accounting for the existing use of the property; and (C) make or cause to be made the lawful disposal of the released, leaked, escaped, discharged, or spilled substance, product, or Cargo in full compliance with all statutes and governmental rules and regulations applicable thereto.
261 NO SMOKING	No person shall smoke or have in their possession any fire or lighted material upon or near any dock or wharf.
262 FIRE FIGHTING	No person shall obstruct or interfere with the free and easy access to, or remove, or in any manner disturb any fire extinguisher, hose, hydrant, or any other fire fighting apparatus installed upon or near any dock or wharf.
263 "HOT WORK"	Hot work on all Vessels is not permitted, except in case of emergency, and is to be performed in accordance with all applicable Federal Regulations, including 33 CFR 126, 33 CFR 127, 33 CFR 154 and 33 CFR 156.

264	MARINE TRAFFIC MANAGERS	The Port of Texas City provides Marine Traffic Manager service as required by insurance underwriters for the protection of its property or property in its custody or care.
265	MOTOR VEHICLE SPEED LIMIT	The Speed Limit of all motor vehicles while in the Waterfront area and upon all other Port of Texas/Texas City Terminal Railway Co. premises will be posted. All Railroad Crossing and other Stop Signs will also be observed. Flagrant or persistent violators will be restricted from the Port of Texas City/Texas City Terminal Railway Company property.
266	MOTOR VEHICLE PARKING	Motor vehicles shall not be parked or otherwise left unattended outside parking area.
267	FIRE SIGNAL	In the event of fire occurring on board any Vessel at a Port of Texas City berth, such Vessel shall sound five prolonged blasts of the whistle or siren, of from 4 to 6 seconds duration each, as an alarm. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but shall be used in addition to other means of reporting a fire.
268	TOWBOAT STANDBY	Any barge(s) while loading or discharging any liquid flammable commodity shall not be left unattended. Towboats must stand by or arrangements made to have another towboat stand by, within the Port area, when pumping operations are in progress.
269	TOWING PENDANTS	All ships, immediately after mooring, shall rig, and continue to monitor, towing pendants or fire warps constructed of wire or other nonflammable material which shall be accessible to tugs if a circumstance should arise requiring the prompt movement of the ship due to an emergency.
270-289		RESERVED

290	Damage, Waiver and Indemnity Provisions:
291 WAIVER OF CLAIMS FOR ACTS OF GOD & THIRD PARTIES	The Port Authority, its subsidiaries and parent companies, and their officers, directors, agents and employees, shall not be liable for any delay, loss or damage to real or personal property (including any consequential damages that arise therefrom) or the personal injury or death of any person, that arises from or is incurred in connection with strikes (of any person in their employ or in the service of others), acts of tumult, terrorism, intentional acts of Users or third-parties, insurrection, acts of war, acts of God or any causes that are unavoidable or beyond its control (collectively, "Contingencies"), nor shall the Port Authority be liable for any delay, loss, damage, injury or death that arise from the consequences of such Contingencies, including emergency response.
292 ASSUMPTION OF RESPONSIBILITY FOR DAMAGE TO PORT FACILITIES	<p>Except to the extent of damage caused by the negligence of the Port Authority (excluding all acts or omissions in connection with Contingencies, which shall not be considered negligent hereunder), all Users that individually or collectively damage the Port Facilities or any other property or business interest of the Port of Texas City shall be jointly and severally liable to, and hereby agree to pay, the Port Authority for all costs (including without limitation attorneys' fees, replacement costs and lost revenue) arising from such physical damage. Lost revenue will be calculated on past 12 month rolling average of the facility. Any such damage will be repaired and the full costs thereof billed against the User, which shall pay such costs within 30-days of the receipt of an invoice for costs incurred hereunder.</p> <p>If damage is caused to any Port Facilities or other property of the Port Authority, the User operating such Port Facility (or the User to whom such Port Facility or other property has been assigned) must make a written report of the occurrence to the Authority's President and Executive Director, including the date and time the damage occurred, a description thereof, the names, addresses and business connections to such User, and the parties or persons causing such damage, as well as the names, addresses, and business connections of witnesses to the occurrence, and all other available pertinent facts and information with respect thereto. Such a report shall be made within 48-hours following the occurrence that causes damage; however, a verbal report shall be made immediately to the Harbormaster.</p>
293 ASSUMPTION OF RESPONSIBILITY FOR DAMAGE TO CARGO	Except to the extent of damage caused by the negligence of the Port Authority (excluding all acts or omissions in connection with Contingencies, which shall not be considered negligent hereunder), User assumes responsibility for and releases Port Authority from: (a) the injury to or loss of any Cargo being loaded or unloaded at the Port Facilities, or while on Port Facilities awaiting shipment or delivery; (b) any delay in the shipment or delivery of Cargo; (c) the

<p>293 ASSUMPTION OF RESPONSIBILITY FOR DAMAGE TO CARGO (continued)</p>	<p>injury to or loss of Cargo at Port Facilities that is caused by or incurred in connection with fire, smoke, leakage or discharge from fire protection devices, collapse of building, sheds, wharves, docks or other Port Facilities, subsidence of floors or foundations, or breakage of pipes; (d) the injury or loss of Cargo caused by or incurred in connection with rats, mice, moths, weevils or other animals or insects, frost or the elements; and (e) any delay, injury, loss or damage caused by or incurred in connection with strikes, tumult, insurrection, acts of God, acts of terrorism, or any combination thereof, nor from any consequences or consequential damages arising from any of these contingencies.</p>
<p>294 ASSUMPTION OF RESPONSIBILITY FOR FINES & PENALTIES</p>	<p>Should the Port Authority be subjected to a fine or fines, a penalty or penalties by the United States Coast Guard of any other federal, state or local governmental agency or authority as a result of the conduct of any User, whether such conduct was by act or omission, and whether the claims arose under negligence standards or strict liability, the amount of such fine, fines, penalty or penalties shall be billed to and paid by the User (or Users, each of which is jointly and severally liable) for the Port Authority within 30 days of invoice of same.</p>
<p>295 OIL POLLUTION ACT OF 1990</p>	<p>Users must comply with the applicable provisions of the Oil Pollution Act of 1990 (“OPA”) and the Texas Oil Spill Prevention Act of 1991 (“TOSPRA”), and any federal rules or regulations promulgated thereunder, with respect to any and all operations conducted at or on the Port Facilities that are adjacent to waters of the United States and/or the State of Texas (including, without limitation, all docks). Upon reasonable request from the Port Authority, Users shall furnish proof of compliance. The failure of any User to be in compliance with OPA or TOSPRA may result in the user being denied access to the Port Facilities until the User provides satisfactory proof of compliance. With respect to User’s compliance with OPA and TOSPRA, User is responsible for discharges or any pollution resulting from its operations on a Port Facility. <u>Except to the extent caused by the negligence of the Port Authority (excluding all acts or omissions in connection with Contingencies, which shall not be considered negligent hereunder), User assumes responsibility for and releases</u> Port Authority from OPA/TOSPRA responsibility for spills or any pollution caused by any User. All spills of oil or chemicals into the waters adjacent to the Port of Texas City shall immediately be reported to the Harbormaster. The User responsible for such spill must also make the proper spill notifications to the proper federal and state authorities.</p>
<p>296 INDEMNITY AND HOLD HARMLESS CLAUSE</p>	<p>By the use of the Port Facilities, User hereby agrees to RELEASE, INDEMNIFY, DEFEND and HOLD HARMLESS Port Authority, as well as Port Authority’s parent entities, subsidiaries, affiliates and members, including the officers, directors, employees, agents and representatives of each of them (collectively the “Port Parties”) from</p>

<p>296 INDEMNITY AND HOLD HARMLESS CLAUSE (continued)</p>	<p>(1) all damage to real or personal property of Users, Port Parties or third parties, and (2) all claims, suits, actions, proceedings, losses, cost, damages, injuries, assessments, fines, penalties, liens, reasonable and necessary attorneys' fees and court costs, or demands or awards of any nature (including those arising under any federal, state or local environmental law including CERCLA, RCRA, OPA/TOSPPRA, the Texas Water Code or Texas Health & Safety Code, and any other strict liability laws) incurred by or asserted against the Port Parties by any person or governmental agency whomsoever (including Users and including survivors claiming under the wrongful death statute), that directly or indirectly result from or arise out of, relate to, or are otherwise connected with any act or omission of a User (or one of its contractors, subcontractors or their employees) in connection with (a) the installation, operation, presence, condition, replacement, testing, service, relocation or removal of any Port Facility; (b) the use or operation of Port Facilities; (c) the physical presence on the Port Facilities or other property of the Port of Texas City; (d) the presence, effect, release, spill or discharge of Hazardous Materials or Cargo on the Port Facilities or any surrounding lands or waters, (e) User's performance or failure to perform any requirements of the Circular, and (f) the escape, release, discharge, migration, explosion, burning inhalation of or exposure to any Hazardous Materials or Cargo within or from any of the Port Facilities (collectively, referred to as an "Indemnified Liability").</p>
<p>297 PROPORTIONATE RESPONSIBILITY AND INDEMNITY</p>	<p>If either (i) an agreement between the Port Authority and a User (or their respective insurers) is reached, or (ii) a final, non-appealable judgment or order is issued by a judicial, regulatory, or arbitral body or authority with proper jurisdiction over the subject matter in question is rendered holding that Port Authority was negligent for an Indemnified Liability, the indemnity obligations of User under Section Number 296 or any other Section of this Circular providing indemnification for the Port Authority, or an assumption of liability made under Section Numbers 292, 293, 294 or 295, shall be limited to the remaining percentage(s) of the Indemnified Liability or losses not attributable to Port Authority's negligence. Furthermore, the Port Authority shall have no obligation to inspect for, detect or warn of dangers or defects in the Port Facilities, or provide User's employees with a safe place to work, or provide security for the Port Facilities. Additionally, any acts or omission in connection with Contingencies shall not be deemed "negligence" of Port Authority within the meaning of that term as used in this Subsection. Port Authority shall reimburse a User for any overpayment under Section 292, 293, 294, 295 or 296 within thirty (30) days of the execution of such agreement or the entry of such final, non-appealable judgment or order.</p>
<p>298-299</p>	<p>RESERVED</p>

SECTION 3. CHARGES APPLICABLE TO VESSELS

300 DOCKAGE ON VESSELS HANDLING CARGO



APPLICABLE TO TANK SHIPS OR TANK BARGES ONLY

1. Handling bulk liquid commodities through pipeline or hose across wharves or between Vessels or to or from railroad cars or tank trucks shall pay Dockage as follows:

<u>Length Overall in Feet (LOA)</u>	<u>Dockage Rate Per Foot</u>
0-199	\$2.01
200-299	\$2.33
300-399	\$2.59
400-499	\$2.92
500-599	\$3.96
600-699	\$4.78
700-799	\$4.88
800-899	\$5.73
900-Over	\$6.65

These rates are on a per Voyage per Vessel basis (See definition of 'Voyage')

APPLICABLE TO VESSELS HANDLING DRY BULK MATERIALS ONLY

2. \$0.10 dollars per G.R.T. of Vessel per Day or any fractional part thereof.

APPLICABLE TO VESSELS HANDLING ALL OTHER DRY CARGO

3. \$0.10 dollars per G.R.T. of Vessel per Day of any fractional part thereof.

APPLICABLE TO VESSELS NOT HANDLING CARGO

4. \$0.10 dollars per G.R.T. of Vessel per Day will be assessed if arriving from the sea or private berth at any Port of Texas City berth for the sole purpose of cleaning tanks, discharging ballast or taking on water, lube oil or fuel for their own consumption. This rate will also apply if a Vessel berths to transfer Cargo but is unable to do so for any reason except failure to facilities owned by the Port of Texas City.

APPLICABLE TO ALL VESSELS

5. An additional Dockage charge will not be assessed when shifting from one Port of Texas City berth to another to continue loading or discharging and there will be no interruption of straight running time.

6. A Vessel arriving at a berth operated by the Port of Texas City from a private berth shall be assessed the charge provided herein as if arriving from the sea.

**300 DOCKAGE ON
VESSELS
HANDLING CARGO
(continued)**



7. A Vessel returning to a berth operated by the Port of Texas City from a private berth will take up the straight running time which ceased when the Vessel left the Port of Texas City berth for the private berth, provided a Dockage charge accrued against the Vessel while originally at the Port of Texas City berth.

8. A Vessel capable of handling both bulk liquid and dry Cargo will be charged Dockage on the basis of the Cargo handled at the Port of Texas City berth. If both bulk liquid and dry Cargo are handled the greater Dockage rate will be assessed.

9. Where the rates shown herein do not specifically cover the case at hand, Port of Texas City will be the sole judge in determining the charges assessed.

10. Dockage shall be charged on the gross registered tonnage or LOA's as shown in Lloyd's Register of Shipping, the Tanker Register or Waterborne Transportation Lines of the U.S. as applicable. Where additional gross tonnages or LOA's are assigned to certain Vessels, the highest of all such tonnages or LOA's as shown in the above mentioned reference books shall apply.

11. Minimum Dockage charge shall be \$85.00.

12. Any Vessel accruing Dockage charges at a Port of Texas City berth shall be liable for payment of such Dockage charges regardless of the terms of any agreement between the Vessel and a third party.

VESSELS EXEMPT FROM DOCKAGE

13.(A) Towboats, provided berths are vacated promptly on notice from the Port of Texas City. Towboats shall be properly secured to dock tie-off system and not to the fendering system.

(B) Small bay craft handling ship supplies or laborers, provided berths are vacated promptly on notice from Port of Texas City.

(C) Vessels that have paid Dockage to the Port of Texas City and return to Texas City to discharge part or full Cargo account being in distress will be allowed 36 hours free Dockage, then shall be governed by Item 301.

(D) Government Vessels, not engaged in commerce, at the discretion of the Port of Texas City.

<p>301 LAY UP DOCKAGE ON VESSELS NOT HANDLING CARGO</p> <p>▲</p>	<p>1. All Vessels \$0.10 dollars per G. R. T. per Day.</p> <p>NOTE: Charges for the Day a layup Vessel sails will not be assessed providing the Vessel sails within one full hour after commencement of such Day.</p> <p>2. Any Vessel incurring a Dockage charge under Item 300 will only be assessed a lay up charge under this Item 301 for the period of time in excess of six (6) hours either before or following loading or discharging Cargo. However, no layup charge will be assessed when more than one barge arrives at a Port of Texas City berth together, continuously loads/unloads one after the other while at the same berth, none of the barges shift and all of the barges depart from the berth together, providing the first barge began loading/unloading within 6 hours of docking and the last barge ceased loading/unloading no more than 6 hours before all the barges sailed.</p> <p>3. Any Vessel laying up at a Port of Texas City berth shall be liable for payment of the lay up charge regardless of the terms of any agreement between the Vessel and a third party.</p> <p>4. By order of the United States Coast Guard the mooring or fleeting of Vessels on Shoal Point (was Snake Island) is prohibited, except in case of emergency and upon approval of the United States Coast Guard.</p> <p>5. Any Vessel laying up at a Port of Texas City berth shall first designate to the Harbormaster in writing, executed by the Vessel's captain, the exact length of time the Vessel intends to lay up. Upon such permission being granted by the Harbormaster, the Vessel may lay up for the prescribed time but must vacate the berth no later than the previously written departure time. Vessels failing to vacate a berth at or before the departure time without written approval from the Harbormaster shall be subject to removal and additional fees provided under Section 214.</p> <p>6. Minimum lay up charge shall be \$85.00.</p>
<p>302 BARGES IN TRANSIT</p>	<p>Barges in transit will be allowed a free period of 3 hours while the tow is adding or dropping barges. If held beyond 3 hours the normal lay up charge of \$0.10 dollars per G.R.T. per Day will apply beginning at the expiration of the 3 hour free period.</p>
<p>303 WATER FURNISHED</p> <p>▲</p>	<p>A charge for water shall be made at the rate of \$5.00 per 1,000 gallons plus \$85.00 service charge for each connection.</p>
<p>304 ELECTRICITY</p>	<p>Arrangements must be made with management of the Port of Texas City for electricity other than normal dock lighting.</p>

305 MOORING, UNMOORING, AND SHIFTING	<p>PUBLISHED AS INFORMATION ONLY</p> <p>Mooring, unmooring and shifting within the Port of Texas City is performed by “Amato Line Handlers Association”. Information regarding charges may be secured by contacting Amato:</p> <p style="text-align: center;">Amato Line Handlers Association P. O. Box 1521 Texas City, TX 77592 Phone (409) 945-7335</p>
306 PILOTAGE	<p>PUBLISHED AS INFORMATION ONLY</p> <p>The pilotage of Vessels at the Port of Texas City is performed by the "Galveston - Texas City Pilots". Information regarding charges may be secured by contacting:</p> <p style="text-align: center;">Galveston-Texas City Pilots P. O. Box 16110 Galveston, Texas 77552 Phone (409) 740-3347</p>
307-399	RESERVED

SECTION 4 - CHARGES APPLICABLE TO CARGO

<p>400 WHARFAGE</p> <p>▲</p> <p>▲</p> <p>▲</p>	<p>Wharfage rates apply without regard to origin or destination except as noted as follows: (Minimum Wharfage Charge of \$85.00)</p> <p>APPLICABLE TO LIQUID CARGO THRU PIPELINE</p> <p>IN DOLLARS PER BARRELS OF 42 GALLONS</p> <p>1. Crude Oil - Leased Docks \$0.0293 Crude Oil - Non-Leased Docks \$0.0642 All Other Bulk Liquids \$0.0642</p> <p>APPLICABLE TO DRY BULK MATERIALS ONLY</p> <p>IN DOLLARS PER NT OF 2,000 POUNDS</p> <p>2. All Dry Bulk Materials \$1.52</p> <p>APPLICABLE TO ALL OTHER DRY CARGO</p> <p>IN DOLLARS PER NT OF 2,000 POUNDS</p> <p>3. All other Dry Cargo \$1.99</p>
<p>401 STORAGE</p>	<p>1. All Cargo or other property placed in storage with the Port of Texas City will be assessed storage charges shown in Paragraph 5 below.</p> <p>2. No insurance of any kind is carried by the Port of Texas City on any Cargo or other property stored or detained upon wharves or premises under this tariff or otherwise.</p> <p>3. This Company engages in the business of storage of Cargo or other property only by special arrangement in advance. The Company also assesses storage charges as a penalty against shipments which remain on the wharves or premises after expiration of free time. The assessment of storage charges does not constitute a special arrangement nor an acceptance of Cargo or other property for storage and, except when special arrangement has been made, the Company reserves the right to remove from its wharves or premises to any other part of its premises, or to remove and place in storage elsewhere, any or all Cargo or other property at any time after expiration of free time, at the risk and expense of the owner, subject to a lien for all unlawful charges, including a reasonable charge for storage.</p>

401 STORAGE (continued)	<p>4. This Company will not be responsible for any Cargoes or other property landed or received on its wharves or premises until expiration of free time. Upon expiration of free time, the responsibility of the Company shall be that of warehouseman only.</p> <p>5. Free Time - Free storage of three (3) Days will be allowed on Cargo which has passed over a Port of Texas City wharf.</p>
402 WHARFAGE SURCHARGE ON CRUDE OIL	<p>SEE ADDENDUM No. 1 – effective June 1, 2008.</p>
403-499	<p>RESERVED</p>

SECTION 5 – MISCELLANEOUS

500 LOCATION	Lat. 29 Degree 40' N. :Long. 95 Degree W. on Galveston Bay 11 miles inland from Gulf of Mexico 5 miles North of Galveston, Texas, and 45 miles South of Houston, Texas.
501 ANCHORAGE	The outer harbor known as Bolivar Roads is shared by Texas City, Galveston and Houston. It is 5 miles inland from the Gulf of Mexico and is reached by passage between two protective breakwaters. Safe anchorage afforded throughout the year in 31 to 50 feet of water.
502 TURNING BASIN	Approximately 4,200 Ft. long and 1,200 Ft. wide with a depth of 40 Ft. at MLT fronting on all slips and protected from the sea by a man-made island.
503 CHANNEL	Connection anchorage and turning basin is approximately 6 miles long, 400' bottom width and 40' deep at MLT. navigable day or night. Protected on the North by an earth and Rip-rap Dike.
504 INDUSTRIAL CANAL	Extending from south end of turning basin westward approximately 2 miles being 250' wide and 40' deep at MLT.
505 BERTHING	Four supertanker docks, seven barge docks, six tank/ barge docks, one barge layup dock, one bunker dock and one miscellaneous Cargo barge dock. Private berths are operated by several local refineries, chemical plants, a dry bulk facility and a Vessel repair yard.
506 RAILROADS	Texas City Terminal Railway Co. serves the Port and all industries with 32 miles of track, daily connections are made with the BNSF and Union Pacific.
507 WAREHOUSES	Five, modern off-waterfront warehouses. Contact Port of Texas City/Texas City Terminal Railway Company, Texas City, Texas at (409) 945-4461 or 1-800-893-4412.
508 DRY BULK FACILITY	A modern dry bulk facility operated by Oxbow with 1,000' long by 40' MLT depth dock. 9,000' of rail trackage and 1,200 tons per hour shiploader on 93 acres of land. During 1995 Oxbow completed a new Slip and Barge Dock to further enhance their capability to provide fast, efficient service.
509 REPAIRS	Bollinger Texas City, L.P. operates a dry docking and marine repair facility at the Dock #42 site.
510-599	RESERVED

SECTION 6 - RAILROAD RATES AND RULES

RATES AND RULES PUBLISHED UNDER THIS SECTION TAKE PRECEDENCE OVER RATES AND RULES PUBLISHED UNDER ANY OTHER AUTHORITY WITH WHICH THESE RATES AND RULES MAY CONFLICT.

<p>600 SWITCHING CHARGES AND ABSORPTION AT TEXAS CITY, TX.</p>	<p>1. Between junctions with the Texas City rail carriers and all industries or points served by the TCT, the switching charge is \$375.00 per loaded car. (Notes 1 and 2)</p> <p>2. The Texas City rail carriers will absorb the switching charge of the TCT as shown in 1 above on all import, export, interstate and intrastate traffic when receiving revenue in line-haul service on the car switched. (Note 3)</p> <p>Note 1. This charge will not apply as a basing rate on shipments originating at or destined to points beyond Texas City Junction or Texas City Junctions.</p> <p>Note 2. The Texas City rail carriers may, at their option, dray the freight between their depot and the piers in lieu of switching.</p> <p>Note 3. When rate tariffs specifically provide that switching charges of connecting lines will not be absorbed in whole or in part, such provisions will take precedence over this rule.</p>
<p>601 SHIPMENTS BETWEEN POINTS IN</p> <p>▲</p>	<p>INTRA-PLANT MOVEMENTS OF EMPTY OR LOADED RAIL CARS</p> <p>For the movement of cars from one point in the yard of an industry to another point in the same yard, the charge shall be \$75.00 per car. Carrier will not be required to perform this intra-plant service, except when their motive power is in or at the industry for other purposes. (Note 1)</p> <p>INTRA-TERMINAL MOVEMENTS OF EMPTY OR LOADED RAIL CARS</p> <p>For intra-terminal switching of loaded cars between all points located on the TCT, the charge shall be \$225.00 per car. (Note 1)</p> <p>Note 1. INTRA-PLANT, AND INTRA-TERMINAL SWITCHING DEFINED:</p> <p>INTRA-PLANT SWITCHING - A switching movement from one point to another on the same track, or from one track to another within the confines of the same plant or industry without leaving tracks of industry.</p> <p>INTRA-TERMINAL SWITCHING - A switching movement (other than intra-plant switching) from one track to another of the same road within the switching limits of one station or industrial switching district.</p>

<p>604 DETENTION CHARGES ON LOADED PRIVATE CARS & RAILROAD CONTROLLED CARS</p>	<p>Loaded private cars and railroad controlled cars destined to or received from facilities served by Texas City Terminal Railway Company and held on TCT tracks on instructions from car owner or industry, or because of absence of instructions, will be subject to a charge of \$75.00 per day, see Notes 1, 2, 3, 4, 5, 6, 7. Cars containing hazardous material (STCC beginning in 48 or 49) will be assessed an additional charge of \$25.00 per day. Charges are the responsibility of the facility cars are delivered to or received from regardless of Bill of Lading Consignee or Consignor.</p> <p>Note 1. Inbound traffic charges begin the third 7 a.m. following constructive placement. Charges on inbound traffic will be assessed upon actual placement of cars at receiving facility.</p> <p>Note 2. Outbound and local traffic charges will begin the second 7 a.m. following release of car and placement on TCT tracks. Charges on outbound or local traffic will be assessed upon receipt of disposition instructions.</p> <p>Note 3. No charges will be made for weekends and holidays (see Note 4) prior to the first chargeable day.</p> <p>Note 4. Applicable charges will accrue on all Saturdays, Sundays or holidays (see Item 606 for definition of Holiday) subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first charge begins to accrue.</p> <p>Note 5. All applicable switching charges will apply for cars subject to this item.</p> <p>Note 6. Bills not contested in writing within 45 days of bill date will be due in full.</p> <p>Note 7. These charges may be waived at the sole discretion and option of TCT.</p>
<p>605 CHARGES FOR STORAGE & SWITCHING OF EMPTY PRIVATE CARS ON TRACKS OF TEXAS CITY TERMINAL RAILWAY COMPANY</p>	<p>PART 1. STORAGE OF INBOUND EMPTY PRIVATE CARS Empty private cars received from line haul carriers and held on tracks of Texas City Terminal Railway Company in excess of 10 days free time, on instruction from car owner or industry, or because of absence of instructions, will be subject to a charge of \$75.00 per day. Free time will begin the first 7 a.m. business day after Notice of Arrival, and include all Saturdays, Sundays and holidays. (See Item 606 for definition of Holiday) Charges are the responsibility of the facility to which Notice of Arrival is rendered. (See Notes 1, 2, 4, and 5)</p>

<p>605 CHARGES FOR STORAGE & SWITCHING OF EMPTY PRIVATE CARS ON TRACKS OF TEXAS CITY TERMINAL RAILWAY COMPANY (continued)</p>	<p>PART II. SWITCHING OF INBOUND EMPTY PRIVATE CARS Upon instruction for delivery of inbound empty private cars to a road haul carrier TCT will assess a charge of \$225.00 per car. Charges are the responsibility of the party issuing delivery instructions.</p> <p>PART III. OUTBOUND EMPTY PRIVATE CARS Empty private cars released from industry spot served by Texas City Terminal Railway Company and held on tracks of TCT on instruction of car owner or industry, or because of absence of instructions, will be subject to a charge of \$75.00 per car per day. Charges will begin the second 7 a.m. after car is placed on TCT tracks and will include all Saturdays, Sundays and holidays, except no Saturday, Sunday or holiday will be the first chargeable day. (See Item 606 for definition of Holiday) Charges are the responsibility of the facility from which the car is released, except car owner may be responsible if industry notifies TCT in writing at the time of release that car owner is responsible for disposition instructions. (See Notes 3, 4 and 5)</p> <p>Note 1. Subject to the availability of track space on TCT. Note 2. Charges will be assessed upon actual placement of cars at receiving facility or upon receipt of disposition instructions described in Part II of this item. Note 3. Charges will be assessed upon receipt of disposition instruction or actual placement of cars on tracks other than TCT tracks. Note 4. Bills not contested in writing within 45 days will be due in full. Note 5. These charges may be waived at the sole discretion and option of TCT.</p>
<p>606 HOLIDAYS</p>	<p>Whenever reference is made to “holidays”, it shall mean only these days listed below:</p> <p>New Year’s Day – January 1 (see Note 1) President’s Day – Third Monday of February Good Friday – Friday before Easter Sunday Memorial Day – Last Monday in May Independence Day – July 4 (see Note 1) Labor Day – First Monday of September Thanksgiving Day – Fourth Thursday in November Day After Thanksgiving – Friday after Thanksgiving Christmas Eve – December 24 (see Note 1) Christmas Day – December 25 (see Note 1) New Year’s Eve – December 31 (see Note 1)</p> <p>Note 1. When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>

<p>607 SPECIAL SWITCH</p>	<p>TCT will assess a charge of \$800 plus \$250 per car to and/or from the industry (minimum total \$2,050) for motive power and crew whenever an industry request an engine and crew outside of TCT's normal operating hours. (Notes 1 to 5)</p> <p>Note 1. Normal operating hours are presently Monday through Friday 7 a.m. to 11 p.m. and Sunday 7 a.m. to 3 p.m., hours are subject to change without notice.</p> <p>Note 2. An additional charge of \$200 per hour or fraction thereof will apply if engine and crew work at the industry beyond eight (8) hours after crew starts duty, with a maximum of twelve (12) hours for each assignment.</p> <p>Note 3. Charge will be computed from the time the crew starts duty until crew departs the industry.</p> <p>Note 4. Special train service will be provided subject to the availability of motive power and crews and will be provided at the sole discretion and option of the TCT.</p> <p>Note 5. This charge will be in addition to any freight or switching charges due the TCT.</p>
<p>608 CUSTOMER FINANCIAL RESPONSIBILITY</p> <p><input type="checkbox"/></p>	<p>SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE, DETENTION, STORAGE AND OTHER ACCESSORIAL CHARGES:</p> <p>1. A security deposit to insure payment of any demurrage, detention, storage or any other accessorial charges that may accrue will be required from every customer who:</p> <ul style="list-style-type: none"> (A) Does not have credit with the TCT or (B) Fails to pay demurrage, detention, storage or any other accessorial charges in line with the provisions of this Tariff <p>2. A security deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such customer for loading or unloading. Security deposit amount will be determined by the TCT.</p> <p>Carrier has the right to demand that a customer responsible for the TCT charges contained herein, who has a history of delinquency or non-payment of any TCT invoice(s), deposit with the carrier money or security adequate to offset estimated or average monthly accessorial charges. Carrier will determine the suitability of the security tendered. (All instruments of deposit are hereinafter referred to as "security").</p> <p>If a bill is not paid when due, immediately thereafter, Carrier will satisfy the bill by drawing against the security on deposit. Thereafter, the customer must immediately reinstate the required security deposit.</p>

<p>608 CUSTOMER FINANCIAL RESPONSIBILITY (continued)</p> <p><input type="checkbox"/></p>	<p>Whether or not demand should be made upon a delinquent customer for the deposit or maintenance of security for reasons heretofore stated, and whether or not the customer complies, refuses or fails to so deposit or maintain the security, if customer is the subject of congestion for the Carrier, Carrier may issue an embargo against all rail transportation by carrier to and from that customer, so long as congestion exists or otherwise continues. In short, Carrier may issue and maintain the embargo while the congestion exists, irrespective of customer compliance or non-compliance with the Security Deposit provisions in this item.</p> <p>Because deposits are established due to delinquencies or non-payment of charges, no interest will be paid by Carrier on any security deposited with it. It is within the discretion of the carrier to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a security deposit. Should rail service to the customer no longer be required, the security on deposit will be released and returned, upon satisfaction of all outstanding bills.</p> <p>Enforcement of Charges: Railroad reserves the right, at its sole discretion, to withhold delivery of railcars of a Customer when Customer's account is in arrears. For the purpose of enforcing the payment of charges set out in this Tariff, Railroad may take possession of railcars and at expense of owner / consignee and may sell the goods by public auction and or pursue such other remedies as may be required to satisfy any outstanding debt. Railroad reserves the right to deny service to any customer until all outstanding delinquent charges have been paid.</p>
<p>609 CERTAIN HAZARDOUS CARGOS</p> <p><input type="checkbox"/></p>	<p>SPECIAL HANDLING REQUIREMENTS FOR CERTAIN HAZARDOUS COMMODITIES:</p> <p>Customers expecting to receive or ship railcars subject to special handling and/or security-sensitive material as described in 49 CFR Parts 171.8 Poisonous by Inhalations, 173.50 Explosive Material Division 1.1,1.2, or 1.3, 173.115 Gases Poisonous by Inhalation Division 2.3 ,173.132(a)(1)(iii) and 173,133 Liquids assigned to Hazard Zone A or Hazard Zone B Division 6.1, and 173.403 Radioactive Material Class 7, must contact TCT Rail Operations Manager at least 10 days prior to the expected arrival or release date of such cars to arrange special handling and security procedures. For a listing of HMRC STCC and Proper Shipping Names contact TCT Rail Operations Manager.</p> <p>Customers who can not accept inbound traffic whose are railcars loaded with or are residue last contained these commodities, which are constructively placed on TCT tracks will be subject to charges immediately, without any applicable free time. The following rates will apply.</p>

609 CERTAIN HAZARDOUS CARGOS (continued) <input type="checkbox"/>	<p>Immediately upon notification of Constructive placement the charge will be \$600 until the first 7:00 am.</p> <p>After First 7:00am charges will increase to \$1,200 per day, or portion thereof, for each date thereafter until car is actually placed.</p>
610-699	RESERVED

◆ DENOTES CHANGE IN WORDING RESULTING IN NEITHER AN INCREASE OR DECREASE

DENOTES NEW ITEM

▲ DENOTES INCREASE

▼ DENOTES DECREASE

**PORT OF TEXAS CITY
TEXAS CITY TERMINAL RAILWAY COMPANY
U.S. CUSTOMS PORT CODE 5306**

ADDENDUM No. 1 to CIRCULAR NO. 4-H

Contains

ADDITIONAL WHARFAGE ON CERTAIN CRUDE OIL

Applying on the

**WHARVES AT THE PORT OF TEXAS CITY, TEXAS AND
TEXAS CITY TERMINAL RAILWAY COMPANY**

ISSUED MAY 1, 2008

EFFECTIVE JUNE 1, 2008

**Port of Texas City
Texas City Terminal Railway Company
2425 Highway 146 North
Texas City, Texas 77590
Phone 409-945-5011
Fax 409-948-8736
Web Page www.railporttc.com
e-mail address: harbormaster@railporttc.com**

ITEM SUBJECT**APPLICATION**

SECTION 4 – ADDITIONAL CHARGES APPLICABLE TO CERTAIN CARGO**402 WHARFAGE
SURCHARGE ON
CRUDE OIL
(continued)**

The following additional charge is applicable on all crude oil Cargo loaded or unloaded from Vessels larger than 50,000 DWT

IN DOLLARS PER BARRELS OF 42 GALLONS

- | | |
|-------------------------------------|---------------|
| 1. Crude Oil - Leased Docks | \$0.03 |
| Crude Oil - Non-Leased Docks | \$0.03 |

The above surcharge (“Crude Oil Surcharge”) is put in place to cover the Non-Federal Sponsor’s Costs of deepening the Texas City channel. Pursuant to Section 201 of the Water Resources Development Act of 1986, Public Law 99-662, dated 17 November 1986, the United States Army Corps of Engineers (the “Government”) is authorized to deepen the Texas City Channel from the current depth of 40 feet to 45 feet for a distance of approximately 6.8 miles from Bolivar Roads at the Houston Ship Channel to the Turning Basin (the “Project”). The Project is set forth in more detail a Project Cooperation Agreement (“PCA”) to be executed between the City of Texas City (the “City”) and the Government. The PCA and Water Resources Development Act of 1986 also specifies cost-sharing requirements applicable to the Project, which the City, as the Non-Federal Sponsor, must contribute. The Port Authority and the City will also be entering into a Contribution Agreement covering the Port Authority’s contribution to the City.

The funds collected from the Crude Oil Surcharge shall be used to cover (1) the Non-Federal Sponsor’s contribution of 25% towards the total costs of construction of the general navigation features of the Project, not to exceed \$17,500,000.00, (2) the Non-Federal Sponsor’s contribution of an additional amount equal to 10% of total costs of the construction of the general navigation features of the Project required by the PCA, not to exceed \$7,000,000, and (3) the Port Authority’s costs associated with borrowing any money necessary to advance the payment under (1) and (2) above, including any interest or fees as a result of borrowing the funds. The Port Authority will not profit from the collection of the Crude Oil Surcharge. Money collected through the Crude Oil Surcharge shall be directly deposited into an account set up for such funds and will not be commingled with other money. The Port Authority will make available monthly reports demonstrating the collection and disbursement of funds from the Crude Oil Surcharge, upon request by any User of the Port of Texas City that has paid the Crude Oil Surcharge, and such User may also review and audit the

**402 WHARFAGE
SURCHARGE ON
CRUDE OIL
(continued)**



account and payment of money from the account, after reasonable notice to the Port Authority.

Once the Project is (1) completed in its entirety, (2) the Government has confirmed in writing that the Non-Federal Sponsor's funding of the Project has been paid in full, and (3) all of the costs intended to be recovered through the Crude Oil Surcharge are collected and satisfied, the Port Authority will remove the Crude Oil Surcharge this Circular. The Port Authority may also increase or decrease, or suspend collection of, the Crude Oil Surcharge as necessary to ensure that the necessary funds are recovered on a timely basis, but not in excess. Additionally, any money collected through the Crude Oil Surcharge not used or needed to reimburse the Non-Federal Sponsor's costs or other associated costs, shall be removed from the Crude Oil Surcharge account and credited to the Users who paid the Crude Oil Surcharge on a pro rata basis of the total amount of the surcharge collected from each User.

The Crude Oil Surcharge is in addition to all other wharfage and dockage rates and chargers contained in the tariff, Circular 4-H, or any other applicable circular or schedule. Nothing herein shall limit the Port Authority's ability to charge and collect other amounts through its circulars or schedules, including wharfage, dockage and other surcharges.