

# TOTAL TRANSPORTATION, INC. (TTI)

## “GEMINI” Tariff (May 1, 2005)

**THIS TARIFF CONTAINS RELEASE, INDEMNIFICATION AND INSURANCE OBLIGATIONS**

TTI (a wholly owned subsidiary of Skaarup Shipping Corporation of Greenwich, Connecticut) owns and operates a mid-stream transfer rig called the “GEMINI” located on the lower Mississippi River at Luling, Louisiana

The GEMINI is designed to transfer whole grains, rice and feed ingredients from river barges to deep draft vessels. The full service facility uses Buhler *en masse* conveyors to ensure minimal commodity breakage. The facility is permitted by the Louisiana Department of Environmental Quality to operate on the lower Mississippi River between Baton Rouge and Myrtle Grove, has official weights and sampling in accordance with FGIS and NOPA regulations, and has a design capacity of 1100 TPH and a daily capacity of 10,000 – 12,000 tons depending on the commodity and vessel configuration.

### DESCRIPTION OF TRANSFER RIG “GEMINI”

Mooring System: Buoys (forward, aft) with anchor piling systems approved by the U.S. Coast Guard are provided for vessel mooring at mile marker 110 on the Mississippi River under the joint venture Total Midstream Terminal, LLC (“TMT”). See [www.ttistevedore.com](http://www.ttistevedore.com) and go to TMT for a tariff and berth application.

Cargo Transfer Facilities: The GEMINI incorporates a fully integrated barge unloading, elevation, and ship loading material handling system, as well as automatic weighing, blending and sampling equipment meeting FGIS and NOPA standards. The GEMINI’s dry bulk material handling system is designed to transfer commodities such as bulk grains, their derivatives and by-products in meal and pellet form, rice, and other materials of similar density and flow characteristics.

**I. DEFINITIONS**

**DAY** Unless otherwise specified, a day shall be considered a twenty-four hour period, or fraction thereof, beginning at 0600.

**STRAIGHT TIME HOURS** Those hours of work when labor is paid at basic straight time wage rate: namely 0800 to 1200, and 1300 to 1700, Monday through Friday except for Holidays.

**OVERTIME HOURS** Those hours for work performed on Saturday, Sunday, and Holidays, or before 0800 and after 1700, Monday through Friday, or during meal hours.

**FACILITY** The GEMINI, its officers, directors, and any entity, joint venture, and/or individuals owning and/or controlling any ownership herein, and management.

**HOLIDAYS**

New Year's Day	All Saints' Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July 4 <sup>th</sup>	New Year's Eve
	Labor Day

Or any other day designated as a holiday by the Government of the United States, the State of Louisiana, or any other governmental authority having lawful jurisdiction.

If a Holiday falls on a Sunday, it shall be observed on the following Monday, if it falls on Saturday, it shall be observed on the preceding Friday.

**VESSEL** As used herein, the term encompasses not only the vessel itself, but also its owners and/or masters and/or charterers and/or its agents.

**BERTHS** That section of the wharf or midstream mooring site equipped for the mooring of ships and barges expected to load or discharge.

**USER** Any and all individuals or business entities, including all barges, or other means of conveyance and/or equipment used by said entity, while located at, using, or providing services to the Facility.

## II. RULES AND REGULATIONS

### A. GENERAL REGULATIONS:

1. The rates, rules and regulations contained in this Tariff shall apply equally to all Users and Vessels (except as may be provided below) on the effective date or thereafter as shown in this Tariff (as it may be amended from time to time). In all cases, the Facility shall be the sole judge as to the interpretation of this Tariff. The use of the Facility shall constitute a consent to all terms and conditions of this Tariff, and evidences an agreement on the part of all Vessels to pay all charges specified in this Tariff and to be governed entirely by all rules and regulations herein contained. TTI hereby rejects any term in any work order, invoice, or similar document offered by any User or Vessel that is inconsistent with this Tariff, whether or not signed by any employee of TTI.
2. Vessels and Users agree to release, indemnify, defend and save harmless the Facility and party to whom the Facility owes indemnity from and against any and all claims, losses and expenses [(including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees, including those incurred by the Facility in enforcing any provision of this Tariff, and causes of action of whatever nature or character, whether known or unknown, and including without limitation claims, losses and expenses for property damage (including damage to the commodity or other cargo), demurrage, bodily injury, illness, disease, death, pollution damage and/or cleanup, loss of services, wages, consortium or loss of society)] in any way, directly or indirectly, arising out of or related to this Tariff or any services rendered hereunder by the Facility or provided to the Facility, and which are asserted by or arise in favor of any person or entity or governmental agency including without limitation the Facility, the User or the Vessel or their contractors or subcontractors and/or any of their spouses, relatives, dependents, or estates or any third party, and hereby release any claims User or Vessel may have against the Facility for any such damages **and expressly including without limitation any claims, losses or expenses actually or allegedly caused by the sole, concurrent or partial negligence (of whatever nature or character), fault or strict liability of the Facility or any other person or the unseaworthiness of any Vessel or craft, or the loading/unloading or ingress/egress of personnel or cargo.**
3. At all times that this Tariff is in force, Vessel and User shall have the Facility named as an additional insured on all Vessel or User insurance policies and said policies shall contain a waiver of subrogation in favor of the Facility and its insurers. Such Vessel and/or User insurance shall be primary to any insurance maintained by the Facility. Such Vessel or User insurance shall not limit coverage to liability "as owner" of the Vessel and shall delete any "as owner" clause and any other language purporting to limit coverage to liability of an insured "as owner" of the Vessel. Vessel and/or User shall furnish to the Facility certificates of insurance evidencing compliance with the insurance requirements set forth herein. However, any User's or Vessel's failure to

provide certificates, or TTI's non-objection to missing or improper certificates, shall not be deemed as a waiver by TTI of its right to insist on correct coverage.

4. Vessels or Users shall observe all rules and regulations established for the protection of the environment, including those required by the applicable permits held by the Facility. The Facility reserves the right to order a Vessel and/or User to cease operations and/or vacate the berth until such time as the Facility is satisfied that such permits, rules, and regulations are fully complied with. The Vessel or User shall be fully responsible for all costs, damages, and expenses resulting from such pollution, clean up, and shut down
5. TTI will undertake to furnish all services specified in this Tariff with reasonable promptness to the extent that it has facilities available and in good working order. However, TTI is not obligated to furnish services, nor is it liable for failure to do so, for any cause beyond its control, or whenever the Facility decides that there is no availability of adequate cargo, and/or the quantity or quality of cargo to be delivered. Users loading Vessels at the Facility shall abide by all loading instructions specified by the Facility or by the Vessel.
6. Vessels using the Facility shall at all times maintain appropriate officers and crew aboard to permit reception of cargo at any time of the day or night, including Saturdays, Sundays, and Holidays. In addition, sufficient crew shall be maintained aboard at all times to as to enable the Vessel to vacate the berth if ordered to do so by the Facility.
7. If, in the sole opinion of the Facility, the weather conditions so warrant, the Facility may suspend the loading/unloading of cargo/product without any liability.
8. Vessels shall not "blow out their tubes" in the vicinity of the Facility. Should a Vessel using the Facility find it necessary to transfer ballast, fuel, and/or water, such transfers must be planned in advance so that loading of cargo will not be delayed. Any such loading delays resulting from the transfer of ballast, fuel and/or water will be charged against the Vessel, her owner(s) and/or agents at the rate of \$2,500.00 for each hour of loading delay.
9. Strikes, work stoppages, riots, civil commotion, war, floods, acts of God, acts of government, or causes beyond the control of the Facility will not relieve a Vessel and/or User of its obligation to pay charges hereunder, nor will they create liability on the Facility for failure to load or unload, or to provide any other service that the Facility has undertaken to furnish.

B. RECEIPT AND STORAGE OF GRAIN

1. All Tariff provisions are subject to all rules and laws promulgated by federal, state and municipal authorities.
2. The Facility may enter into contracts with the United States of America, or any agency thereof, upon terms and conditions for services other than as set forth herein. The Facility may also enter into contracts with any other person, firm or corporation upon terms and conditions and for service charges other than as set forth herein, provided such person, firm or corporation makes certain guarantees with respect to volume or otherwise

C. CONVEYANCE OF CARGO

1. Any Vessel desiring to use the Facility shall contact the TTI offices at 13551 River Road, Luling, Louisiana, between 0800 and 1630, Monday through Friday and between 0900 and 1200 Saturday (Holidays as per Section I, and Sundays excluded) an application for services by the Facility: (Phone) 985/785-1923 (FAX) 985/785-6576. Such applications for berth shall be accompanied by: a) certificate of readiness in all compartments issued by the local representative of the National Cargo Bureau, Inc., b) evidence that the Vessel has been entered at the United States Customs House, and c) evidence that the Vessel has been tendered to and accepted by the Charterer.
2. Except as otherwise stipulated between the Facility and the User, Vessels shall be assigned loading in the chronological order in which they file with the Facility. However, the Facility reserves the right to change or alter loading turn of any Vessel, when in its sole opinion, it is confronted by an urgent need to receive or ship particular commodity or due to congestion.
3. Any Vessel whose turn at loading is altered may at the Facility's sole discretion, be eligible for immediate loading after the next Vessel loading thereafter completes loading or vacates the berth for any other reason, provided the circumstances that required the alteration are found by the Facility to no longer exist. Should a Vessel (already being filed) be ordered to berth and refuse such berth (for any reason), the original filing, at Facility's option, can be cancelled and re-filing will be required in accordance with the provisions of the Tariff. Should any Vessel fail to vacate the berth when ordered to so for any reason, a dockage charge of \$1,000 per hour for each hour or fraction thereof shall be assessed against the Vessel. Application of the dockage charge shall be in addition to dockage due and shall not affect the Facility's right to remove the Vessel from the berth by any lawful means, at the Vessel's sole risk and expense, or to receive additional damages due to the Vessel's failure to vacate.
4. Whenever one or more Vessels are waiting to load, or whenever the Facility is threatened by congestion, the Facility may, in its sole discretion, require Vessels to work overtime at the Vessels' expense. Any Vessel refusing to work overtime may be placed last on the loading order rotation of the Facility.

### **III. SCHEDULE OF COSTS AND SERVICES**

#### **A. OVERTIME**

Vessels that present a written request to work overtime may have preference on all other vessels on assigning berth for loading at the Facility's sole discretion.

#### **B. PAYMENT OF INVOICES**

All invoices for charges are due and payable in 15 days. Failure to pay when presented shall cause the User's and Vessel's name on the invoice to be placed upon a delinquency list. At the sole discretion of the Facility, such delinquent Users and Vessels may be denied further use of the Facility. The Facility reserves the right to estimate and collect in advance all charges which may become due and payable. Use of the Facility may be denied to any User until such advance payments or deposits are made.

#### **C. RATE SCHEDULE**

Contact TTI for current rates.