

Total Midstream Terminal, L. L. C.

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13551 River Road

Luling, Louisiana 70070

TARIFF NO. 1

EFFECTIVE May 15, 2004

(subject to revision without notice)

- A. APPLICATION FOR BERTH
- B. GENERAL REGULATIONS
- C. MOORING CHARGES
- D. DEFINITIONS

13551 RIVER ROAD, LULING, LOUISIANA 70070 * 985/785-1923 * FAX: 985/785-6576

TOTAL MIDSTREAM TERMINAL, L. L. C.

Total Midstream Terminal, L.L.C. (TMT) announces the existence of its vessel mooring facility:

A-Berth (upper) Located at mile 110.7 A.H.P. right descending bank, Lower Mississippi River

B-Berth (lower) Located at mile 110.4 A.H.P. right descending bank, Lower Mississippi River

Tug services, launch service, barge fleetings will be available as provided and defined in the attached Tariff #1.

Additional information or clarification is available during normal business hours at

Total Midstream Terminal, L.L.C.

13551 River Road

Luling, Louisiana 70070

The phone number is (985) 785-1923.

A. APPLICATION FOR BERTH

1. All vessels, their owner or agents, desiring berth at the mooring facility shall file with the mooring office, Luling, Louisiana, between 8:00AM and 4:00PM Monday through Friday. Saturdays, Sundays and holidays are excluded. Application shall be made on “Application for Berth” forms supplied by TMT.
2. The signed “Application for Berth”, when acknowledged in writing by TMT, shall constitute a contract between TMT, and the vessel and her owner and agent to abide by charges, rules and regulations of this tariff.
3. Except as otherwise provided in these regulations, (or as otherwise agreed) vessels shall be assigned a berth in chronological order in which they file with the mooring office a signed “Application for Berth”, accompanied at the time of filing by the following documents:
 - a. Certificate of Readiness in all compartments insured by a local representative of the National Cargo Bureau, Inc.
 - b. Copies of vessel gear certificates as required by Title 29, Chapter XIII, part 1504 of the Federal Register, issued by the United States Department of Labor.
 - c. Evidence to the effect that the vessel has been entered at the United States Customhouse.
 - d. Evidence to the effect that the vessel has been tendered to and accepted by the charterer, when applicable.

TMT, may, at its discretion, waive all or any part of the above requirements.

4. The mooring management, at its sole discretion, may alter the turn of vessels to be loaded/discharged when, in its judgment, this is in the best interest of the anchorage operations.
5. TMT may, at its discretion, waive the requirement of the signed “Application for Berth”, however, all terms and conditions of the tariff shall apply as though the Berth application had been signed and filed.
6. Common Carriers by Water, (usually referred to as Liners), as defined by the Shipping Act of 1916, may be accepted for loading/unloading at the discretion of TMT.

7. During the course of the loading/unloading operation, should the loading/unloading operation cease or be interrupted due to an objectionable odor emanating from the vessels compartments or of any other reason attributable to the condition of the vessel or its suitability to receive or discharge cargo, the Owners/Master/Agent shall immediately :
 - a. Remove the vessel from the loading berth at the owners' expense.
 - b. Acknowledge receipt of the cargo received on board by signing an original ship receipt.
8. The Owners/Master/Agent will insure that the vessel will be loaded/unloaded so that she remains in safe seaworthy trim throughout the loading/unloading operation to permit shifting out of berth should it become necessary due to the above. In the event the vessel shall not promptly leave the mooring berth when so ordered in accordance with this tariff, any cost, attorney fees and expenses in connection with the moving of the vessel shall be for the account of the Owners/Masters/Agents.
9. The Owners/Masters/Agents shall be responsible for any and all damages to the mooring and/or suppliers by reason of the vessel's failure to vacate the berth when ordered.

B. GENERAL REGULATIONS

Total Midstream Terminal, L.L.C. (TMT), OR ITS ASSIGNEES SHALL BE THE SOLE JUDGE AS TO INTERPRETATION OF THIS TARIFF.

1. The mooring shall not be liable for demurrage, damages for delay or loss of dispatch time incurred by any vessel or charterer thereof for any cause other than willful or grossly negligent acts of the mooring management.
2. The mooring shall not be responsible for marine loss or damage to cargo or to barges, ships, anchors, or other waterborne vessels moored to the mooring berth, whether caused by foul berth or otherwise.
3. In all other matters, the mooring shall not be responsible for the delay or damages resulting from any cause beyond its control, however or whenever arising.
4. Vessels berthed at the mooring buoys shall at all times maintain appropriate officers and crew aboard to permit reception or discharge of cargo at any time of the day or night, including Saturdays, Sundays, and holidays.

5. If in the opinion of the mooring management, the weather conditions so warrant, any vessel in berth may be ordered, at any time of the day or night, to vacate said berth and anchor in an approved anchorage area until such time as weather conditions permit the vessel to return to berth. Appropriate officers and crew shall be maintained aboard for this purpose.

Further, if weather or other conditions, in the opinion of the mooring management, so warrant to vacate the berth, vessel may be required to use additional tugboats when mooring or unmooring or lying at berth. Such additional tug boat expense shall be for the account of the vessel.

6. Requests originating from the vessel for overtime work must be made in writing to the mooring management prior to 3:00PM of the straight-time working day preceding the overtime period.
7. Shifting costs for coming in and out of the mooring, whether under the provisions set forth above or otherwise, shall be at vessel's expense.
8. Vessels shall not "blow out their tubes" in the vicinity of the mooring site. A fine of \$5,000.00 shall be levied against the owner of any vessel violating this rule.
9. When bagging, strapping, or bundling is necessary, a vessel may, at the discretion of the mooring management, be ordered to vacate the berth at its own expense.
10. Should a vessel at the mooring facility find it necessary to discharge ballast, fuel, or take on fresh water, such operation must be planned sufficiently in advance so that the loading or discharging of the vessel will not be delayed. Any such loading or discharging delays resulting from such operations will be charged against the vessel, her owners and/or agents at the rate of \$1,500.00 for each hour of loading or discharging delay.
11. If fines and/or penalties are levied by any federal, state, or local governmental agency because of, or in any way connected with the operations or actions of the vessel(s), such fines and/or penalties shall be for the account of the vessel(s).

Regulations as promulgated by the U.S. Department of Labor Bureaus of Labor Standards, require that gangways/ladders meet certain standards. It is necessary that all vessels must comply in all respects with these regulations while in berth. A copy of these regulations is available for your perusal in the office of the mooring management.

Under Annex I of the International Convention for the Prevention of Pollution from Ships (MARPOL), a vessel desiring to discharge oily wastes shall arrange the discharge with a company approved by the Captain of the Port, United State Coast Guard.

Annex V of the International Convention of the Prevention of Pollution from Ships (MARPOL) a vessel desiring to dispose of ship-generated garbage shall arrange in advance with a company approved by the Captain of the Port, United States Coast Guard.

When requested by the vessel, reception facilities for food, plant, meat and other potentially infectious waste shall be arranged with a company approved by the Animal and Plant Health Inspection Service (APHIS) and meeting the requirements as set forth in 7 CFR 330 and 9 CFR 94.

12. In the event TMT is required at any time to employ the services of an attorney-at-law to collect charges due for services rendered of, to protect an right reserved or accorded to it hereunder, the vessel and/or user shall pay reasonable fees of such attorney, plus all expenses and court costs of any legal proceedings.
13. TMT particularly reserves the right to a maritime lien on all vessels making use of its services pursuant hereto, whether or not such charges are billed to the owner, charterer, operator, manager or agent, and by booking such services, the respective agents of all such vessels and the owners and operators thereof warrant and agree that they have the authority to contract for services on behalf of the vessel so represented, owned or operated and to bind the vessel thereof.
14. Any person, firm, or corporation contracting for the use of the mooring expressly agrees to pay any and all charges for the services rendered in accordance with this tariff regardless of any claim(s) pending or asserted against the facility of TMT, and/or its affiliates, and/or its underwriting and/or its owners or officers. In no case shall such claim(s) be offset against any invoice for services performed by the facility unless or until such claim(s) is (are) reduced to judgment in a court of competent jurisdiction.
15. Any person, firm, or corporation contracting for the use of the facility hereby agrees to release, indemnify and hold harmless the facility TMT, its affiliates, owners, officers, and underwriters against any and all claims, demand, or suits for damages to persons and/or property, including, but not limited to, claims, demands, or suits for bodily injury, illness, disease, death, loss of services, maintenance and cure, which may be brought against the Mooring and/or its affiliates, owners, officers and/or its underwriters (including, but not limited to, claims, demands, or suits by the employees, or agents of the person's firm, or corporation contracting for the use of the facility) incident to, arising out of, in connection with, or resulting from the services performed by the Mooring under this Tariff, whether occasioned, brought about, caused or contributed to, in whole or in part, by the negligence of the

Mooring, its agents, directors, officer, or employees, servants, or subcontractors, or otherwise, or by the unseaworthiness of or apparent or latent defect in the facility or any vessel owned, operated, or controlled by TMT in the performance of the services covered by this Tariff, regardless of whether such negligence or

unseaworthiness is active, passive, primary or secondary and regardless of whether the unseaworthiness and/or apparent or latent defect in said equipment arose subsequent to or preexisted, the acceptance of the

“Application for Berth” constituting the contract between the parties as provided in Section A-2 of this Tariff.

16. All rates, rules, and regulations in this Tariff are subject to change by TMT, without notice. Furthermore, the rates set forth in this Tariff are based on existing wage levels presently in effect and will be increased proportionally in the event of wage or other extraordinary increases.
17. TMT reserves to itself the right to negotiate special arrangements, rules and rates under this Tariff.
18. All users of the facility (including Shippers, Exporters, Importers, Vessel Owners, etc., or their Agents) by filing an Application for Berth, will be considered as having read, understood, and accepted all of the rates, terms and conditions of this Tariff. Furthermore, this Tariff has been freely negotiated at arm's length between the Mooring and the Vessel owner, charterer, operator, manager, or agent, and has been voluntarily entered into with the clear understanding that the owner, charterer, operator, manager, or agent, in consideration for obtaining favorable rates, services and other valuable economic consideration from the Mooring and contained in the Tariff, accept and agree during the entire term of this contract: (i) to be bound by each and every term and condition, particularly the payment and indemnification provisions contained in this Tariff; (ii) not to subsequently seek to invalidate the Tariff in judicial or arbitration proceedings by claiming that any of the terms and conditions, particularly the payment and indemnification provisions in this Tariff are not legally binding or were not voluntarily entered into, the Tariff having been reasonably negotiated and fairly made, and the consideration to Vessel owner, charterer, operator, manager, or agent being substantial, reasonable and adequate therefore; (iii) that this Tariff, particularly the payment and indemnification provisions contained in the General Regulations, are essential and integral to the Tariff and Vessel owner, charterer, operator, manager, or agent acknowledges that the Mooring would not have entered into the contract and agreed to the favorable rates, services, and other valuable and economic consideration set forth in the contract had not Vessel owner, charterer, operator, manager or agent agreed to accept the Mooring's payment and indemnification provisions contained in the General Regulations; (iv) had not this Acknowledgment and Binding Effect been agreed to and accepted; and (v) it being fully understood that the rates and other considerations have been negotiated and predicated on this basis by the Mooring.
 1. TMT, reserves the right to refuse to service vessels for customers who are PAST DUE in payments for services rendered.

2. Notice of any alleged damage or injury suffered or caused by a Vessel to which services are rendered hereunder must be given to the Mooring within a reasonable time (not to exceed forty-eight (48) hours after the alleged occurrence), and if it is intended that claims be made upon the Mooring, based upon such damage or injury, written notice of such intention must be given within thirty (30) days of such occurrence. In the absence of either one or both notices provided for above, no claims arising out of such occurrence shall be valid, and no suit may be maintained in respect to such claims on account of damage or injury suffered or caused by such Vessel. In addition to the foregoing requirement, no such claims shall be valid and no suit may be maintained on account of any such damage or injury unless the Mooring is given a reasonable opportunity to inspect and survey the damage for which claim is made prior to the commencement of any repairs.
3. All services rendered by the Mooring shall be rendered pursuant to this Tariff unless agreed to otherwise, in writing, signed by all parties thereto, prior to the commencement of the service rendered, the rates and terms and conditions of this Tariff having been considered and mutually agreed upon.
4. If any provision of this Tariff is declared void by statute, regulation or by judicial decision, or its application to certain circumstances is held to be invalid, illegal or contrary to public policy, such voided or unenforceable provision shall be severed and the remainder of the provisions in the paragraph and in the General Regulations, and the application of the invalid provision to circumstances other to which they have been declared, shall not be affected thereby and shall continue to be in full force and effect.

C. MOORING CHARGES

1. DOCKAGE CHARGES

Subject to Rules and Regulations contained herein the following dockage charges shall be assessed on all deep draft vessels mooring at the facility operated by TMT at mile 110.7 A.H.P., right descending bank, Lower Mississippi River. Charges shall be assessed continuously and without interruption for each consecutive day of 24 hours or fraction of a day thereof, commencing on the arrival at the mooring and ending on the departure from the mooring. Vessels shall be assessed at the rate of thirty-two cents (0.32) per gross registered ton, or minimum of two thousand dollars (\$2,000.00) for each day of 24 hours or fraction thereof.

All invoices for charges are due and payable in full upon presentation. Failure to pay when presented shall cause the name of the Vessel or User to be placed upon a delinquency list. Facility reserves all rights it may have to use any and all lawful

means to enforce collection of any amounts due. At the discretion of the Facility, User's whose names appear on said list 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 facilities may be denied to any User until such advance payments or deposits are made.

Vessels failing to depart the mooring facility upon request of TMT shall be assessed a charge of \$1,500.00 per hour commencing one (1) hour after notification and each hour thereafter until the vessel vacates the mooring facility.

2. BARGE FLEETING

ARTCO is the designated fleet and switching company for the TMT. No other towing or fleeting company will be allowed to service the stevedoring cranes or provide any tug services to the ship in any way, unless written permission has been given by TMT. Current fleeting and switching rates at the time of usage shall apply and are available upon request from the office of ARTCO, 8400 River Road, Waggaman, Louisiana 70094, (504) 431-1488.

3. PORT CHARGE

Rates as put forth by TMT do not include dockage or any other charges, which may be assessed by the Port of New Orleans Port Commission, or any other governmental agency. Further, any such charges as assessed will be for the account of the vessel's Owner/Master/Agents.

4. LINE HANDLING

Line handling charges will be assessed as follows: \$740.00 for one launch (plus applicable fuel surcharge). During high river (high river being defined as 9 feet on the Carrollton gauge) an additional man will be utilized at the additional rate of \$45.00 per hour. When the river is at 13 feet on the Carrollton gauge, TMT will, for safety reasons, use an additional launch. The tariff rate for the additional launch is \$645.00. In lieu of a one hour time limit to perform the job, TMT will allow two (2) hours free time and after this period, the usual standby rates will apply. Standby rates are: \$32.80/hour per individual and \$225.00 per launch (includes one (1) operator).

1. Overtime rates are effective all day Saturday, all day Sunday, all day on Holidays (as defined in section D-Definitions) and 1800 hours to 0600 hours Monday through Friday.

2. All charges for services performed under this agreement shall be payable by the party executing the application for berth without prejudice to any rights TMT may have against any other party for such payments.
3. All charges for services to be performed as outlined in “Application for Berth” will be prepaid at the date and time the vessel is installed at the mooring facility.

D. DEFINITIONS

Agent – “Agent” or “Vessel Agent” shall mean the party who submits the “Application for Berth”.

Arrival at Berth – “Arrival at Berth” shall be the time when the vessel arrives at the anchorage with one line made fast.

Departure from Berth – “Departure from Berth” shall be the time when the last line is let go.

Ton – “Ton” shall be a net ton of 2000 pounds, unless otherwise indicated.

Vessel – “Vessel” or “Vessels” shall mean any vessel, ship, Barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to “VESSEL” or “VESSELS” in this tariff shall include, without exception, her owner, charterer, and agent.

Vessel Operations – Whenever used in this tariff, Vessel Operations shall mean the loading and/or discharging of cargo from or to a vessel.

Mooring – “Mooring” where applicable shall mean TMT, and/or its subsidiaries, affiliates, their owners, directors and officers.

Facility – “Facility” where applicable shall mean TMT, and or its subsidiaries, affiliates, their owners, directors and officers.

Holidays – Legal holidays, as used in this tariff, shall consist of the following days:

New Year’s Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year’s Eve Day