



ALABAMA STATE PORT AUTHORITY

Effective: October 1, 2008

General Cargo / Intermodal (GCI) Tariff 1-E

(Revised February 25, 2009)

Containing:
Rates and Charges applicable at General Cargo and Container Facilities
&
Rules and Regulations Applicable at Facilities of the

ALABAMA STATE PORT AUTHORITY

at

Mobile, Alabama

(An Agency of the State of Alabama)

PORT OF MOBILE
ALABAMA STATE PORT AUTHORITY
TARIFF NO. 1-E
P. O. BOX 1588
MOBILE, AL 36633

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General Cargo Tariff 1-E

SECTION ONE - DEFINITIONS

101...EFFECTIVE: October 1, 2008

GULF SEAPORTS MARINE TERMINAL CONFERENCE
FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163
APPROVED DECEMBER 2, 1988
PARTICIPATING MEMBERS

1. Board of Commissioners of the Port of New Orleans
2. Board of Commissioners of Lake Charles Harbor and Terminal District
3. Greater Baton Rouge Port Commission
4. Orange County Navigation and Port District, Orange, Texas
5. Mississippi State Port Authority at Gulfport
6. Port of Beaumont Navigation District of Jefferson County, Texas
7. Port of Houston Authority of Harris County, Texas
8. Board of Trustees of the Galveston Wharves
9. Alabama State Port Authority, Mobile, Alabama
10. South Louisiana Port Commission, LaPlace, Louisiana
11. Brownsville Navigation District of Cameron County, Texas
12. Port of Port Arthur Navigation District of Jefferson County, Texas
13. Tampa Port Authority of Hillsborough County, Florida
14. Port of Corpus Christi Authority
15. Panama City Port Authority
16. Port of Pensacola
17. Brazos River Harbor Navigation District of Brazoria County, Texas
18. Board of Commissioners of the Jackson County Port Authority (Port of Pascagoula)
19. Manatee Counts Port Authority of Palmetto, Florida
20. St. Bernard Port, Harbor and Terminal District, Chalmette, Louisiana
21. Port of West St. Mary, Franklin, Louisiana

Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.

Shippers' Request and Complaints: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefor upon the Conference Chairman in advance of the meeting.

Allen Moeller, Conference Chairman
c/o Port of Pascagoula
P.O. Box 70
Pascagoula, MS 39568-0070

102...AGENT OR VESSEL AGENT

(EFFECTIVE: May 1, 1999)

The party or entity which submits the application for berth.

104...APRON, APRON WHARF, WHARF APRON

(EFFECTIVE: May 1, 1999)

That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.

106...ARRIVAL AT BERTH

(EFFECTIVE: May 1, 1999)

The time at which an incoming vessel moors to her berth.

108...BERTH

(EFFECTIVE: May 1, 1999)

The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.

110...CHECKING

(EFFECTIVE: May 1, 1999)

The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

112...CONSOLIDATION

(EFFECTIVE: May 1, 1999)

As used in this tariff in connection with cargo the term "consolidation" means the assembly of any individual shipment or individual lot of freight from more than one lot, stock or pile at the same location.

114...CONTAINER

(EFFECTIVE: May 1, 1999)

A standard (I.S.O.) seagoing container 20 feet in length or over.

116...DAY

(EFFECTIVE: May 1, 1999)

A consecutive 24-hour period or fraction thereof.

118...DEPARTURE FROM BERTH

(EFFECTIVE: May 1, 1999)

The time at which an outgoing vessel departs from her berth.

120...DIRECT HANDLING

(EFFECTIVE: May 1, 1999)

Cargo may be handled direct to or from inland conveyance (Truck, Rail Car or Barge) by the vessel when such cargo does not come to rest on the pier or in the warehouse or transit shed. The direct handling must be a continuous move between the conveyance and the vessel.

122...DOCKAGE

(EFFECTIVE: May 1, 1999)

The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

124...END OF SHIP'S TACKLE

(EFFECTIVE: May 1, 1999)

Wherever in this tariff the term end of ship's tackle is used it means that immediate moment in time container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of container or cargo to or release of container or cargo from hook or gear.

126...ENVIRONMENT

(EFFECTIVE: May 1, 1999)

Shall mean soil, surface waters, groundwater's, land, stream and sediments, surface or subsurface strata, ambient air, indoor air and indoor air quality, interior and/or exterior of any building or improvement and any environmental medium.

128...ENVIRONMENTAL CONDITION

(EFFECTIVE: May 1, 1999)

Shall mean any condition of the Environment that results from any person's use, occupation, and/or operation at a facility of the Alabama State Port Authority.

130...ENVIRONMENTAL LAW

(EFFECTIVE: May 1, 1999)

Shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 6901, et seq., as amended ("CERCLA"); the Clean Air Act of 1963 42 U.S.C. Section 7401, et seq., as amended ("Clean Air Act"); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Section 1251, et seq., as amended (Clean Water Act"); the Alabama Air Pollution Control Act, Alabama Code Section 22-28-1 et seq., as amended; the Alabama Water Pollution Control Act, Alabama Code Section 22-22-1, et seq., as amended; and any other present or future federal, state, or local law, regulation, rule, or ordinance relating to protection of the environment or otherwise dealing with the subject matter of the preceding federal and state statutes.

132...FREE TIME

(EFFECTIVE: May 1, 1999)

The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.

134...GRT/LOA

(EFFECTIVE: May 1, 1999)

Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of shipping book as the official gross registered tonnage of the vessel, "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.

136...HANDLING

(EFFECTIVE: May 1, 1999)

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

138...HEAVY LIFT

(EFFECTIVE: May 1, 1999)

The service of providing heavy lift cranes or equipment for lifting cargo.

140...LOADING OR UNLOADING

(EFFECTIVE: January 1, 2003)

The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or barges (other than ocean going barges) or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.

142...MARGINAL TRACKS

(EFFECTIVE: May 1, 1999)

Railroad tracks on the wharf apron within reach of ship's tackle.

144...PARTICULAR CLAIM ON BERTH PRIVILEGE

(EFFECTIVE: May 1, 1999)

Wherever the term "Particular Claim on Berth Privilege" is used in this Tariff it means a superior claim to the use of a particular berth by or for account of a vessel for the sole purpose of and only while discharging or loading cargo, and must not be construed as meaning the exclusive use of such berth for that or for any other purpose. When there is more than one particular claim on berth privilege for the same berth the superiority of claim shall be determined by (a) order of dates which the privilege has been granted, (b) availability of the berth, (c) cargo location or availability, (d) vessel ETA, (e) order of dates of receipt of berthing application and other related factors.

The Alabama State Port Authority reserves the right at all times to assign berths and determine priorities for berth assignments, and to order any vessel to vacate such berths upon completion of loading or discharging or when vessel is not working for any other reason whatsoever.

146...POINT OF REST

(EFFECTIVE: May 1, 1999)

The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

148...RAIL CAR DEMURRAGE

(EFFECTIVE: May 1, 1999)

Alabama State Port Authority will not be responsible for rail car demurrage. Risk of demurrage charges in this or any other circumstances will be assumed by the owner of the freight or his agent for payment direct to the carrier. For limits of liability please refer to ITEM 244 subsection "Limits of Liability".

150...SEGREGATION

(EFFECTIVE: May 1, 1999)

As used in this tariff in connection with cargo the term "Segregation" means the separation of an individual shipment or individual lot of freight and placement in more than one pile at the same location or the separation of an individual shipment, or individual lot of freight by commodity, size, kind, grade, brand, mark, sub-mark, or other identification of unit, at the same location.

152...SHEDDAGE AND/OR MARGINAL TRACK USE

(EFFECTIVE: May 1, 1999)

The charge assessed against a vessel in addition to dockage when wharf, pier, bulkhead or other waterfront structure, mooring dolphins, or bank at which vessel berths is provided with cargo sheds and/or marginal railroad tracks, and applies whether or not such sheds or tracks are utilized by or in connection with the vessel.

154...SHIPSIDE

(EFFECTIVE: May 1, 1999)

The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

156...SWITCHING

(EFFECTIVE: May 1, 1999)

The charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.

158...TEMPORARY BERTH OR LAYBERTH - (IDLE VESSELS)

(EFFECTIVE: May 1, 1999)

Vessels awaiting berth availability at another facility of the Alabama State Port Authority may be assigned a temporary berth at general cargo piers, provided there is sufficient space and assignment will not interfere with general cargo operations. Any vessel assigned temporary berth or layberth must vacate the berth immediately upon receipt of request from the Authority to do so. The Alabama State Port Authority reserves the right to refuse berth assignment. (See Item 412 for Dockage rates.)

160...TERMINAL STORAGE

(EFFECTIVE: May 1, 1999)

The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.

162...TERMINAL STORAGE CHARGE

(EFFECTIVE: October 1, 2006)

As used in this tariff the term Terminal Storage Charge means the charge assessed against container or cargo while in terminal storage as defined in Item 160. Note: cargo remains in the care and control of the applicable stevedore (Cargo Handling Permittee) until removed from ASPA, thus the responsibility for ASPA inventory (Storage) billing accuracy rest entirely with the applicable stevedore.

164...TERMINAL USAGE

(EFFECTIVE: May 1, 1999)

Terminal usage herein means the use of a terminal facility by any rail carrier, lighter operator, trucker, vessel, shipper or consignee, their agents, servants, and/or employees, when they perform their own car lighter or truck loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

166...TON

(EFFECTIVE: October 1, 2005)

A unit of weight of 2,000 pounds; also referred to as Net Ton, or Short Ton.

168...TRANSFER

(EFFECTIVE: May 1, 1999)

Transfer or drayage is the service of physically moving containers, whether empty or loaded, or cargo between point of rest and any other location on the terminal facility, other than end of ship's tackle.

170...UNITIZED CARGO

(EFFECTIVE: May 1, 1999)

Cargo moving in packages or other form of shipment when securely fastened on pallets, skids or pre-slung in a manner so as to permit loading, unloading or otherwise handling with fork-lift equipment, in units of not less than 1,000 pounds, and only when dimensions do not exceed 54 inches by 66 inches by 75 inches in height, unless otherwise shown in this tariff.

172...USER

(EFFECTIVE: May 1, 1999)

A user of the facilities owned, leased, and/or controlled by the Alabama State Port Authority shall include any vessel or person using any Alabama State Port Authority properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done, or made available by the Alabama State Port Authority, or any person owning or having custody of cargo moving over such facilities.

174..."USER" OF CONTAINER(S)

(EFFECTIVE: May 1, 1999)

The term "User" wherever it appears in this tariff in connection with the work "Container(s)" means any party, other than shipper or consignee, or his agent, who provides or is engaged in the business of providing containers for or in connection with the movement of property by water and who solicits or is the recipient of any service provided in this tariff.

176...VESSEL

(EFFECTIVE: May 1, 1999)

Any water craft used for the floating transportation of marine cargo, whether self-propelled or non-self-propelled, shall include in its meaning the owner thereof.

178...WHARF DEMURRAGE

(EFFECTIVE: October 1, 2006)

A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. Note: cargo remains in the care and control of the applicable stevedore (Cargo Handling Permittee) until removed from ASPA, thus the responsibility for ASPA inventory (Demurrage) billing accuracy rest entirely with the applicable stevedore.

180...WHARF OR WHARVES

(EFFECTIVE: May 1, 1999)

Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit of handling of cargo or passengers and shall include other port terminal facility areas along side it which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo

182...WHARFAGE

(EFFECTIVE: May 1, 1999)

The term "Wharfage" as used in this tariff is a charge on any cargo placed in transit sheds, storage areas, at shipside or on the wharf, passing over or under the facilities or transferred between vessels. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

184...EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF

(EFFECTIVE: May 1, 1999)

Except where otherwise specifically provided in individual items:

- (A)Increase in rate
- (C)Change in wording which results in neither an increase nor reduction in charges.
- (N)New item or Addition
- (R)Reduction in rate
- cont'dContinued
- cu. ft.Cubic feet
- cwtHundred pound weight
- FMCFederal Maritime Commission
- FTZForeign Trade Zone
- (GPA)The rate, rule, or regulation bearing this reference mark is published pursuant
to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference
- GRTGross registered ton
- ISOInternational Standardization Organization
- KDKnocked down
- lbs.Pounds
- MTMetric ton
- NOSNot otherwise specified in this Tariff.
- O/TOther than
- SUSet up
- Sq. Ft.Square Foot.
- TRASD ...Terminal Railway Alabama State Docks
- WFGWharfage

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SECTION TWO - RULES AND REGULATIONS

202...BERTH STATISTICS

(EFFECTIVE: October 1, 2007)

BERTH	PIER LENGTH	TRANSIT SHED	MARGINAL TRACKS (Z)	OPEN AREAS
Pier 2 (Y)	898'	-	Yes	Yes
Pier 3	503'	Yes	Yes	-
Pier 4	503'	Yes	Yes	-
Pier 5	499'	-	Yes	Yes
Pier 6	500'	Yes	-	-
Pier 7	638'	Yes	-	-
Pier 8 (RO/RO Berth) (X)	584'	Yes	-	Yes
South A	570'	Yes	Yes	Yes
River End Pier A	350'	Yes	-	-
North A #1	477'	-	-	-
North A #2	520'	-	-	-
North A #3	505'	-	-	-
South B #1	525'	Yes	Yes	-
South B #2	507'	Yes	Yes	-
South B #3	500'	Yes	Yes	-
River End Pier B	650'	Yes	-	Yes
North B #1	540'	Yes	Yes	-
North B #2	525'	Yes	Yes	-
North B #3	545'	Yes	Yes	-
South C #1	785'	Yes	Yes	-
South C #2	785'	Yes	Yes	-

River End Pier C	820'	Yes	Yes	Yes
North C #1	540'	-	Yes	Yes
North C #2	463'	-	Yes	Yes
North C #3	408'	-	Yes	Yes
Grain Elevator River End	800'	-	-	-
Pier D #2	715'	-	-	Yes
Pier E	891'	Yes	-	Yes
Rail Ferry Ramp	423'	-	Yes	-
Blakeley Terminal	508'	Yes	-	Yes
Pig Iron Berth	540'	-	-	Yes
Southern Cement Berth	540'	-	-	Yes
BMHP #1 Berth	830'	-	-	-
BMHP #2 Berth	710'	-	-	-
BMHP (Barge Loading Facility)	600'	-	-	-
McDuffie Terminal #1 Berth	(V) 1016'	-	-	-
McDuffie Terminal #2 Berth	(V) 1136'	-	-	-
McDuffie Terminal #3 Berth	(V) 1095'	-	-	-
Middle Bay Port #1 Berth	680'	-	-	Yes
Middle Bay Port #2 Berth	600'	-	-	Yes

(V) Distance between pier mooring dolphins.

(X) Stern load-discharge ramp 84' wide with 6' mean low water clearance.

(Y) Equipped with two 30 long ton capacity container cranes (see Item 502).

(Z) Railroad beams designed for cooper E-60 loads.

203...ALABAMA STATE PORT AUTHORITY ACCESS POLICY

(EFFECTIVE: October 1, 2008)

Each person requesting access to ASPA facilities is advised that entering the facility is deemed valid consent to the terms of the ASPA Access Policy. The policy can be accessed on the Alabama State Port Authority website: www.asdd.com

Access to the ASPA facility will be granted in accordance with our access policy noted above; however, that access can be denied and/or revoked at the sole discretion of the Executive Vice President and Chief Operating Officer, based on improper conduct, such as but not limited to: fighting, theft, assault, or similar type offenses.

ESCORTING

In accordance with U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Information regarding enrollment requirements may be obtained at <https://twicprogram.tsa.dhs.gov/TWICWebApp/>. Persons requesting access to ASPA facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to ASPA facilities and who has been granted escorting privileges. Such escorting must be side-by-side for the duration of the visit.

Escorts by ASPA personnel may be requested by calling 251-441-7777, and will be provided when suitable personnel are available, and at the sole discretion of ASPA, at a rate of \$40.00 per hour (or part) with a minimum charge of \$40.00. ASPA makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

203a...LICENSING OF GUARD SERVICES

(EFFECTIVE: October 1, 2008)

No person, firm, corporation or other business entity may operate as, or carry on the business of a guard service, unless and until such person, firm, corporation or business entity has a license issued by the Alabama State Port Authority authorizing such activity.

Unarmed guards used by the licensed guard service must have a valid unrestricted ASPA access badge. Armed guards used by the licensed guard service must be certified sworn police officers.

Each company providing guard services and desiring to do business on or in connection with the facilities of the Authority shall file a completed Guard Service License Application accompanied by the necessary supporting information called for therein, including:

1. Proof of insurance as described in Item 244, except for XCU, Terminal Operators and Stevedores Legal Liability and Pollution Liability;
2. A copy of a valid City of Mobile business license;

together with payment of the appropriate licensing fee. Such fees shall be as follows:

<u>Original Application</u>	<u>Annual Renewal</u>
\$500.00	\$250.00

Licenses shall be renewable annually for the period January 1st through December 31st. Requests for renewal of licenses shall be made in writing and delivered to the Vice President of Operations at least thirty (30) days prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight, December 31st.

The license may be granted or denied or granted with such limitations and restrictions as may be determined by the Authority.

The Authority reserves the right to revoke or deny renewal of a guard service license, previously granted as follows:

1. Failure of the licensee to adhere to the terms and conditions of the tariffs, policies, rules and regulations of the Authority or other applicable federal, state or local laws and regulations.
2. Failure of the licensee to promptly discharge its financial obligations to the Authority.
3. The submittal by the licensee of false or misleading information to the Authority.
4. Neglect of duty, incompetence, inefficiency, or other acts detrimental to the interests of the Authority or its customers.
5. Such other factors relating to the interests of the Authority or its customers as the Director may deem proper.

A licensee may appeal its revocation or suspension by filing, within ten (10) working days from receipt of written notice, a written protest and request for an appeal hearing with the Authority. If an appeal is filed, the licensee's revocation or suspension will be held in abeyance pending a final determination by the Authority. In no event shall termination by the Authority entitle the licensee to return of the license fee or any part thereof.

The following companies have complied with all requirements of this item, and are authorized to provide guard services and do business on or in connection with the facilities of the Authority:

CPS/EAGLE MARITIME SECURITY

Gary Greenough, Area Manager
758 St. Michael Street
Suite F
Mobile, AL 36602
PH: 251-433-7850
FAX: 251-433-9460
CELL: 251-379-3194
cpseagle1@yahoo.com

Effective January 1, 2004, no such company, whether currently doing business on or in connection with the facilities of the Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Guard Service License Application accompanied by the appropriate application fee has been received and approved by the Authority.

The police officers of the ASPA Police Department may be requested for use as armed guards and will be provided as available. They can be requested by contacting the Police Department at 441-7777. A 24 hour notice is requested. The charge for security guards will be \$46.00 per hour - per guard, with a 4 hour minimum call out, and will be billed by the ASPA.

203b...LICENSING OF TRANSPORTATION SERVICES (N)

(EFFECTIVE: December 30, 2008)

No person, firm, corporation or other business entity may operate as, or carry on the business of providing transportation services in restricted access areas of the Alabama State Port Authority (ASPA or "the Authority"), unless and until such person, firm, corporation or business entity has a license issued by ASPA authorizing such activity.

Each company providing transportation services and desiring to do business on or in connection with the facilities of the Authority shall file a completed Transportation Service License Application accompanied by the necessary supporting information called for therein, including:

- (1) Proof of insurance as described in Item 244, except for Pollution Liability;
- (2) A copy of a valid City of Mobile business license;

together with payment of the appropriate licensing fee. Such fees shall be as follows:

<u>Original Application</u>	<u>Annual Renewal</u>
\$500.00	\$250.00

Licenses shall be renewable annually for the period January 1st through December 31st. Requests for renewal of licenses shall be made in writing and delivered to the Manager of General Cargo/Intermodal at least thirty (30) days prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight, December 31st. The license may be granted or denied or granted with such limitations and restrictions as may be determined by the Authority.

The Authority reserves the right to revoke or deny renewal of a transportation service license, previously granted as follows:

- (1) Submittal of false or misleading information.
- (2) Failure to adhere to the policies, rules and regulations of the Authority or other applicable federal, state or local laws and regulations, including, but not limited to:
 - Any attempt to gain entrance to the Authority's facilities, or restricted areas within its facilities, through fraud or deception;
 - Any attempt to bypass established entry points;
 - Use or attempted use of a decal or escort credential issued to anyone other than the approved transportation service or one of its employees, or loaning of an approved escort credential to another person;
 - Failure to perform escorting duties in the prescribed manner.
- (3) Refusing to cooperate in a security-related investigation.
- (4) Conviction of any offense for which the transportation service would have initially been denied approval in accordance with the policies of the Authority.
- (5) Failure to present a TWIC upon request or loss of TWIC privileges.
- (6) The transportation service no longer meets the criteria under which its eligibility was initially established.

A licensee may appeal its revocation or suspension by filing, within ten (10) working days from receipt of written notice, a written protest and request for an appeal hearing with the Authority. If an appeal is filed, the licensee's revocation or suspension will be held in abeyance pending a final determination by the Authority. In no event shall termination by the Authority entitle the licensee to return of the license fee or any part thereof.

The following companies have complied with all requirements of this item, and are authorized to provide transportation services and do business on or in connection with the facilities of the Authority:

ALABAMA LINE SERVICES

4184 Alden Drive
 Mobile, AL 36693
 PH: 251-661-2105
 FAX: 251-662-7477
Allineservices@aol.com

ALBERT'S TRANSPORTATION SERVICES INC.

1814 ASD Blvd
Building 50, Suite 226
Mobile, AL 36602
PH: 251-432-1611
FAX: 251-432-1613
agency@rossmaritimeusa.com

DOCKSIDE TRANSPORTATION

500 Beauregard Street
Mobile, AL 36603
PH: 251-438-2362
cindi@dockside-services.com

MO-BAY SHIPPING SERVICES, INC.

P.O. Box 1842
Mobile, AL 36633
PH: 251-433-1621
FAX: 251-433-1658
shavranek@lottship.com

SEAPORT SECURITY SERVICES

P.O. Box 53
Mobile, AL 36601
PH: 251-443-7390
FAX: 251-443-7391
cport121@aol.com

Effective December 30, 2008, no such company, whether currently doing business on or in connection with the facilities of the Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Transportation Service License Application accompanied by the appropriate application fee has been received and approved by the Authority.

204...ADJUSTMENT OF CARGO STORAGE RATES

(EFFECTIVE: May 1, 1999)

Cargo on the facilities of the Alabama State Port Authority at the date of a published tariff increase will be subject to the new rate based on length of time the cargo has been on the facilities exclusive of the original free time period, and will be assessed at the applicable level commencing on the effective date of the tariff change.

206...ADVANCE NOTICE FOR PROCESSING TRUCKS

(EFFECTIVE: May 1, 1999)

Advance notification shall be given to the Wharves and Warehouses Department prior to 4:00 p.m. each work day for the following day's requirements. Advance information should include the number of trucks, weight, commodity, pier location, approximate time of arrival, and type handling required. Under normal conditions trucks arriving prior to 3:00 p.m. on a regular work day should get loaded or unloaded that same day provided advance notification is given. All loading or unloading will be coordinated with the appropriate cargo handling permittee as to availability of labor and/or equipment.

207...DOCUMENTATION AND BILLING INFORMATION

(EFFECTIVE: October 1, 2007)

All documents for delivering or receiving of cargo must completely identify cargo, which includes the following: to or from vessel name, voyage number, bill of lading number, marks, weight, board

footage (export lumber), stevedore picking-up from or delivering to, pier/dock location, shipper or consignee names, special reference or ID numbers, and forwarder or broker names. Parties with import lumber who desire sizes reflected on service orders must furnish ASPA Central Billing (NLT 3 days prior to arrival of vessel) a detailed and accurate electronic packing slip, in Excel or some other common format. Import lumber not identified and information received as noted above will be delivered at the Bill of Lading level and number of bundles - only. Failure to have this minimum information can result in lengthy delays at our Truck Control facility, or denial of loading for import shipments. Also, all documents must give complete ASPA billing information (see Item 207a for billing information on import lumber & wood products covered in Item 336) of responsible party to receive wharfage, unloading/loading and demurrage charges; bill to parties must have accounts established with ASPA prior to unloading/loading of cargo. If ASPA is provided inaccurate or incomplete billing information a charge of \$50.00 per invoice (that has to be credited and re-billed) will be billed to the party that failed to provide the proper billing information as required.

207a...BILLING OF IMPORT LUMBER & WOOD PRODUCTS

(EFFECTIVE: October 1, 2005)

All import lumber and wood products covered by Item 336 in this tariff will have the wharfage, loading and demurrage charges billed to the importer (consignee) of record as shown on the vessel manifest, unless prior arrangements are made in advance through our Central Billing Department. The wharfage and loading charges will be billed upon the arrival of the vessel and receipt of the manifest. The truck flatbed loading rate will be used in the initial billing; a supplemental billing will be issued if any lumber and wood products are loaded to vans or box cars with the rate being the difference between the two current tariff rates. Upon advance notification by importer (consignee) prior to the arrival of the vessel, cargo can be tracked for billing and inventory purposes by combining bills of lading by commodity and customer, otherwise, cargo will be billed and inventory controlled by individual bills of lading. (See Item 420 for import lumber and wood products [covered by Item 336] demurrage rates.)

208...ALL CARGO, CHANGING OF MARKS

(EFFECTIVE: May 1, 1999)

In the event that marks are changed or altered on cargo at the Alabama State Port Authority by shippers, their agents or designees after the cargo has been initially processed, unloaded and received by the stevedores or steamship lines, notification of any mark change or alteration must be given to the Alabama State Port Authority Operations and Billing Departments, and the shipper, his agent, or designee is responsible for the communication of such notification in a timely manner. Should the Alabama State Port Authority Operations and Billing Departments not receive proper notification of mark changes or alterations, cargo may be subject to applicable wharf demurrage charges from expiration date of allotted free time through and until such time as proper documentation is received by the Alabama State Port Authority which substantiates actual date cargo was loaded to vessel or removed from docks facilities. Notification of any transfer of cargo between locations on the Alabama State Port Authority should also be given Alabama State Port Authority Operations and Billing Departments immediately subsequent to the physical movement of the cargo.

210...APPLICATION AND INTERPRETATION OF TARIFF

(EFFECTIVE: May 1, 1999)

Rates, rules and regulations contained in this tariff, or as amended, are applicable at the Alabama State Port Authority, Mobile, Alabama, including its Blakeley Island, Mobile Middle Bay Port and Theodore Terminals and shall apply equally to all users of the facilities on the effective date shown in this tariff, or as amended. Revised pages shall be issued to cover changes in this tariff; however, all rates, rules and regulations in this tariff are subject to change without notice except as may be required by law. The Alabama State Port Authority shall be sole judge as to the interpretation of this tariff.

212...APPLICATION FOR BERTH

(EFFECTIVE: October 1, 2007)

All steamships, their owners or agents, desiring berth at the wharves or facilities of the Alabama State Port Authority shall, as far in advance of the date of docking as possible make application for the berth, specifying the date and expected time of arrival and departure from berth, and the nature and quantity of cargo to be loaded or discharged. Confirmation of berth availability must be requested 24 hours prior to the vessel's expected time of arrival.

The Alabama State Port Authority does not guarantee berth conditions to be suitable for the vessel or nature of cargo to be loaded or discharged, and those desiring a berth should inspect berth prior to vessel arrival to avoid delays or conflicts and use discretion when making application.

Berth allocations and assignments shall be at the sole discretion of the Alabama State Port Authority. The Alabama State Port Authority may when a particular berth is threatened with congestion, issue a conditional berth assignment. Should such conditional berth assignment be issued, the vessel receiving the conditional berth assignment shall vacate that berth on twelve (12) hours notice from the Authority if deemed necessary by the Authority to expedite the flow of commerce and relieve facility congestion. In such cases an alternate berth will be provided. The agent of the vessel shall agree to and acknowledge in writing such terms of conditional berthing assignment prior to the vessel assuming berth. Any vessel and its agent failing to vacate berth after twelve (12) hours prior notification by the Authority may be subject to a penalty of \$1,000 per hour until the vessel is moved from the berth. Note: Priority berth assignment to Pier 2 shall be granted (at the sole discretion of ASPA) to gearless container vessels requiring use of a container crane.

In cases of anticipated berth congestion the provisions delineated in Item 256 of this tariff may also be invoked.

Application for berth is made to the Manager, General Cargo/Intermodal and will be construed by the Alabama State Port Authority to mean that all charges will be promptly paid upon receipt of invoice therefore, and that all rules and regulations will be complied with.

216...APPLICATION OF WHARFAGE CHARGE

(EFFECTIVE: May 1, 1999)

Charges for wharfage are due and collectible from owners of the cargo. However, freight forwarders, custom house brokers, steamship agents, stevedore companies or any other party who by any act or appearance gives evidence to the Alabama State Port Authority of representing the owner, shipper or receiver of the cargo, the ultimate payment of which must be guaranteed by the vessel. The owner, shipper or receiver of the cargo, unless otherwise designated, will be billed in all circumstances.

EXCEPTIONS:

Wharfage charges will not be assessed on ship's supplies including bunker oil or bunker coal when for consumption by that vessel.

Wharfage charges on containers and containerized cargo will be assessed against the vessel and/or its agents.

217...LICENSING OF CARGO HANDLING ACTIVITIES

(EFFECTIVE: January 1, 2007)

No person, firm, corporation or other business entity may operate as, or carry on the business of cargo handling, unless and until such person, firm, corporation or business entity has a license issued by the Alabama State Port Authority authorizing such activity.

Further, all rates and charges for cargo handling activities contained in this tariff are established by the Alabama State Port Authority, and the Authority reserves the sole responsibility and authority for any adjustments and changes to the rates and charges delineated herein.

Further, holders of Cargo Handling Permits are prohibited from rebating regulated charges to shippers. Violation of this prohibition will result in revocation of the Permit.

Each company providing cargo handling services and desiring to do business on or in connection with the facilities of the Authority shall file a completed Cargo Handling Permit Application accompanied by the necessary supporting information called for therein together with proof of required insurance as delineated in Item 244 of this tariff and payment of the appropriate licensing fee. Such fees shall be as follows:

<u>Original Application</u>	<u>Annual Renewal</u>
\$7,500.00	\$5,000.00

Licenses shall be renewable annually for the period January 1st through December 31st. Requests for renewal of licenses shall be made in writing and delivered to the Manager of General Cargo/Intermodal at least thirty (30) days prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight, December 31st. The license may be granted or denied or granted with such limitations and restrictions as may be determined by the Authority.

The following companies have been authorized as Cargo Handling Permittees by the Alabama State Port Authority and individual documentation to that effect is on file with the Federal Maritime Commission:

CSA Equipment Company

P.O. Box 890
Mobile, AL 36601
PH: 251-433-0203
Bob Cowart
bob.cowart@csaequpt.com

Core Industries Inc.

P.O. Box 190339
Mobile, AL 36619
PH: 251-602-1308
FAX: 251-660-7051
Morgan Myles
mbmyles@southerngroup.com

Global Stevedoring, Inc.

P.O. Box 2683
Mobile, AL 36652
PH: 251-433-4198
Todd Sirmon
tsirmon@icslogistics.com

Golden Stevedoring Company, Inc.

P.O. Box 869
Mobile, AL 36610
PH: 251-433-3726
Norma Gonzales
Normag@goldenstevedoring.com

Premier Bulk Stevedoring, LLC

P.O. Box 1947
Mobile, AL 36633
PH: 251-432-3283
FAX: 251-433-1195
Michael Douglas, Managing Partner
mdouglas@premierstevedoring.com

Richardson Stevedoring and Logistics Services, Inc.

P.O. Box 605
Galena Park, TX 77547
PH: 251-432-0081
FAX: 251-432-0082
Michael Richardson, Operations
mike@richwaycartage.com

Southern Cargo Handlers Inc.

109 North Conception Street
Mobile, AL 36602
PH: 251-432-5549
David Vella
david@richard-murray.com

The Southern International Service Co. Inc.

P.O. Box 2413
Mobile, AL 36652
PH: 251-433-6750
Matt Mallon
Mmallon@siscollc.com

Tri-State Maritime Services, Inc.

P.O. Box 2725
Mobile, AL 36602
PH: 251-432-1054
Charles Boswell or Tom Adger
tsmsal@tsmsal.com or tadger@tsmsal.com

Effective January 1, 2003, no such company, whether currently doing business on or in connection with the facilities of the Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Cargo Handling Permit Application accompanied by the appropriate application fee has been received and approved by the Authority.

218...REQUIREMENTS FOR END-OF-MONTH INVENTORY

(EFFECTIVE: October 1, 2007)

Each Cargo Handling Permittee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Permittees shall submit said inventory reports to the General Cargo/Intermodal Operations Manager no later than the fifth (5th) day of the following month.

An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

- a) Shipper name
- b) Commodity
- c) Service Order number
- d) Date received

- e) Quantity on hand
- f) Type units
- g) Weight (in pounds)
- h) Mark, and
- i) Pier/location

An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:

- a) Vessel name with arrival date
- b) Bill of lading number
- c) Shipper
- d) Commodity
- e) Quantity on hand
- f) Type units
- g) Weight (in pounds)
- h) Mark, and
- i) Pier/location

For all cargo sold or released to other parties, the Permittee must identify:

- a) The receiving Permittee
- b) The party responsible for payment of the Authority's charges, and
- c) A copy of the release instructions from the original shipper

All shippers will be billed storage and/or demurrage charges for cargoes remaining in inventory beyond the allotted FREE TIME at the Authority's facilities based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted to the Authority as described. (Refer to Item 207)

219...REQUIREMENTS FOR CARGO HANDLING GEAR, EQUIPMENT AND VEHICLES (EFFECTIVE: April 15, 2002)

Cargo handling gear, equipment and vehicles operated in or on ASPA warehouses, docks, piers or other premises must be fully functional and meet all operational standards for which they were designed.

Such equipment must comply with all applicable state and federal regulations relating to its design, use and operation including, but not limited to, state highway safety and operating requirements and must have appropriate identifying marks prominently displayed.

When notified in writing by ASPA that specific equipment is not within compliance, Cargo Handling Permittees, Stevedores or others operating equipment on ASPA premises must demonstrate that such equipment is compliant or remove it from ASPA premises within seventy-two (72) hours from the effective time of the written notification.

If non-compliant equipment is not repaired or removed from ASPA premises within the specified time period after written notification has been delivered to the owner or operator, ASPA or its agent may, at ASPA's sole discretion, remove the equipment to an off-site storage facility at the expense of the owner or operator of the equipment.

Failure to enforce this policy shall not constitute a waiver of the policy nor shall such failure be construed as an endorsement of the condition of the equipment or its suitability for the purpose for which it is being used

220...CARGO STATEMENTS REQUIRED (EFFECTIVE: May 1, 1999)

All users of the facilities including but not limited to steamship agents, steamship lines, shippers, barge lines, importers, exporters, and/or their agents or assignees, shall, within 5 days before

arrival of the vessel at berth, or 5 days after departure, furnish the Alabama State Port Authority with such information, data or documents as to assure the correct assessment of charges and furnish necessary statistical records.

Export shipments must be accompanied by a "Manifest" showing:

- (1) Service order numbers
- (2) Weight
- (3) Shippers order number
- (4) Number of units shipped
- (5) Shipper and date of each delivery

Export shipments of lumber and/or plywood must be accompanied by a "Manifest" showing:

- (1) Service order numbers
- (2) Mark
- (3) Weight
- (4) Board footage shipped
- (5) Number of bundles shipped
- (6) Shipper and date of each delivery

Export shipments unloaded from rail cars must be accompanied by a "Manifest" showing:

- (1) Service order numbered
- (2) Car number
- (3) Shippers order number
- (4) Weight
- (5) Units shipped
- (6) Shipper and date of each delivery

Containers will not be permitted to enter or leave the Authority's facilities without the surrender of a completely executed standard "Container Pass" at the time of entering or leaving. All users of the facilities shall be required to permit access to their files if called upon for audit.

221...LICENSING OF STEAMSHIP AGENTS

(EFFECTIVE: June 21, 2007)

No person, firm, corporation or other business entity may operate as, or carry on the business of a steamship agent, unless and until such person, firm, corporation or business entity has a license issued by the Alabama State Port Authority authorizing such activity.

Each company providing steamship agency services and desiring to do business on or in connection with the facilities of the Authority shall file a completed Steamship Agent License Application accompanied by the necessary supporting information called for therein, including:

1. Proof of insurance as described in Item 244, however, the Commercial General Liability rate for Steamship Agents is \$1,000,000. All other requirements in Item 244 apply, except for Pollution Liability;
2. A copy of a valid City of Mobile business license;
3. A performance bond of \$25,000.00 in favor of the Authority, or surety bond or letter of credit;

together with payment of the appropriate licensing fee. Such fees shall be as follows:

<u>Original Application</u> \$500.00	<u>Annual Renewal</u> \$250.00
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Licenses shall be renewable annually for the period January 1st through December 31st. Requests for renewal of licenses shall be made in writing and delivered to the Manager of General Cargo/Intermodal at least thirty (30) days prior to the expiration of the license. If such request along with the annual license fee is not received, the license will expire at midnight,

December 31st. The license may be granted or denied or granted with such limitations and restrictions as may be determined by the Authority.

The Authority reserves the right to revoke or deny renewal of a steamship agency license, previously granted as follows:

- Failure of the licensee to adhere to the terms and conditions of the tariffs, policies, rules and regulations of the Authority or other applicable federal, state or local laws and regulations.
- Failure of the licensee to promptly discharge its financial obligations to the Authority.
- The submittal by the licensee of false or misleading information to the Authority.
- Neglect of duty, incompetence, inefficiency, or other acts detrimental to the interests of the Authority or its customers.
- Such other factors relating to the interests of the Authority or its customers as the Director may deem proper.

A licensee may appeal its revocation or suspension by filing, within ten (10) working days from receipt of written notice, a written protest and request for an appeal hearing with the Authority. If an appeal is filed, the licensee's revocation or suspension will be held in abeyance pending a final determination by the Authority. In no event shall termination by the Authority entitle the licensee to return of the license fee or any part thereof.

The following companies have complied with all requirements of this item, and are authorized to provide steamship agency services and do business on or in connection with the facilities of the Authority:

ALBATROSS MARITIME (AKA ROSS MARITIME)

1814 ASD Blvd
Building 50, Suite 224
Mobile, AL 36601
PH: 251-432-1611
Carl Black
rossmaritime@earthlink.net

AZTEC MARITIME AGENCY

P.O. Box 1505
Mobile, AL 36633-1505
PH: 251-432-7273
Mark Fenton
ops@aztecmaritime.com

BIEHL & COMPANY, L.P.

118 N. Royal Street
Suite 705
Mobile, AL 36602
PH: 251-432-1605
Larry McInnis
biehlmob@biehlco.com

BLUE WATER SHIPPING COMPANY

4739 Utica Street
Suite 103
Metairie, LA 70006
PH: 504-455-8462
bluewater@bluewatershipping.com

BULK SHIPPING COMPANY

118 N. Royal Street
Suite 705
Mobile, AL 36602
PH: 251-433-1585
Thomas Murray
mursteve@zebra.net

C G RAILWAY

RSA Battle House Tower Office Bldg.
11 North Water Street
Suite 18290
Mobile, AL 36602
PH: 251-243-9228
FAX: 251-706-6937
wildkm@intship.com

CRIMSON SHIPPING COMPANY, INC.

150 Viaduct Road
Chickasaw, AL 36611
PH: 251-457-9551
FAX: 251-457-9597
Gregg Johnson gregg.johnson@crimsonshipping.com
Ken Wear kenneth.wear@crimsonshipping.com

FILLETTE GREEN SHIPPING SERVICES

107 St. Francis Street
Suite 1808
Mobile, AL 36602
PH: 251-438-5372
Robert Harrison
mob@fillettegreen.com

GAC SHIPPING (USA), INC.

2727 Allen Parkway
Suite 740
Houston, TX 77019
PH: 713-533-3200
FAX: 713-533-3220
Tom Nasman, President & CEO
hub.us@gacworld.com

GENERAL STEAMSHIP CORPORATION

575 Redwood Highway
Suite 200
Mill Valley, CA 94941
PH: 251-438-5071
John Kirkpatrick Jr.
ops@mob.gensteam.com

GULF HARBOR SHIPPING, LLC

2000 Old Spanish Trail
Suite 100
Slidell, LA 70458-8604
PH: 985-661-8005
FAX: 414-921-5013
neworleans@gulfharbor.com

INCHCAPE SHIPPING SERVICES

118 N. Royal Street
Suite 400
Mobile, AL 36602
PH: 251-461-2747
Josie Mock
lss.mobile@iss-shipping.com

LBH USA

1814 ASD Blvd
Building 50, Suite 107
Mobile, AL 36601
PH: 251-694-7001
Daniel Guthrie
mobops@lbh-usa.com

LOTT SHIP AGENCY INC.

259 N. Conception Street
Mobile, AL 36603
PH: 251-433-1621
Bill Lott
operations@lottship.com

MARITIME ENDEAVORS SHIPPING COMPANY, LTD.

1901 ASD Blvd
Building 50, Suite 109
Mobile, AL 36602
PH: 251-434-9600
FAX: 251-441-7171
Russell N. Smith
ops-mobile@mescltd.com

MENTZ MARITIME AGENCY, INC.

401 Veterans Blvd
Suite 206
Metairie, LA 70005
PH: 504-834-2001
FAX: 504-832-1868
mentzmar@bellsouth.net

NSA AGENCIES INC.

261 N. Joachim Street
Mobile, AL 36603
PH: 251-433-1536
Ted Lee
naviosmb@bellsouth.net

NORD-SUD SHIPPING, INC.

107 St. Francis Street
Suite 1601
Mobile, AL 36602
PH: 251-431-7274
FAX: 404-348-4380
nordsudmobile@nordsudshipping.com

NORTON LILLY INTERNATIONAL

One St. Louis Centre
Suite 3002
Mobile, AL 36602
PH: 251-219-3270 or 251-219-3295
Rachel Allen
rallen@nortonlilly.com or mob-ops@nortonlilly.com

PAGE & JONES INC.

52 N. Jackson Street
Mobile, AL 36602
PH: 251-432-1646
Michael Lee
mlee@pagejones.com

SEACLIFF AGENCIES, LLC

162 S. Lawrence Street
Mobile, AL 36602
Mailing address is:
P.O. Box 1947
Mobile, AL 36633
PH: 251-433-1196
Richie McPherson
macpherson@seacliffagency.com

SEAGULL MARINE INC.

3850 N. Causeway Blvd
Suite 1330
Metairie, LA 70002
PH: 251-443-6789
Dave Thomas
info@seagullmarine.com

SHIP SUPPLY OF FLORIDA, INC.

15065 NW 7th Avenue
Miami, FL 33168
PH: 305-681-7447
FAX: 305-769-3502
Elias Giannakopoulos, President
info@shipsup.com

SOUTHPORT AGENCIES, INC.

2700 Lake Villa Drive, Suite 180
Metairie, LA 70002
PH: 504-455-9718
Cindy Kreider
ckreider@southport-nola.com

TRANSMARINE ALABAMA INC.

209 St. Louis Street
Mobile, AL 36602
PH: 251-432-8486
FAX : 251-432-8487
Luis Sanchez-Navarro
luis@tmcnewyork.com

WILHELMSSEN SHIPS SERVICE

107 St. Francis Street
Suite 1804
Mobile, AL 36602
PH: 251-433-3459
FAX : 251-433-5293
Alec May, Marine Manager
wss.mobile.shipsagency@wilhelmsen.com

Effective January 1, 2003, no such company, whether currently doing business on or in connection with the facilities of the Authority or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Steamship Agent License Application accompanied by the appropriate application fee has been received and approved by the Authority.

222...CREDIT RULES AND REGULATIONS

(EFFECTIVE: October 1, 2006)

Facilities of and funds generated by the Alabama State Port Authority, an agency of the State of Alabama, are the properties of the State, and charges for services performed by the Authority and for the use of its facilities become earned when performed or furnished, and invoices therefore, are payable in full in net funds within 30 calendar days from the date of issue, and this shall be known as the standard credit rule.

Parties responsible for payment of charges, as otherwise provided in tariff, in arrears under the standard credit rule shall be subject to demand for payment of cash in advance for subsequent services and/or use of facilities and the provisions of this paragraph may only be stayed on appeal of error in invoicing pending decision thereon by the Alabama State Port Authority.

Parties in arrears 60 days from date of issue of invoice under the standard credit rule may be removed from all credit lists until the Authority has been furnished a specific performance bond in a sum acceptable to the Treasurer, Alabama State Port Authority, issued by a corporate surety authorized to do and doing business in the State of Alabama, warranting the payment of any and all charges of the Authority thereafter incurred within fifteen (15) days of the date of presentation of each invoice for such charges, and such bond shall not be subject to cancellation except upon twenty (20) days advance written notice by such surety to the Authority. Adequate remedies are otherwise provided for the proper adjudication of any and all claims which might arise against the Authority on the individual merits of each, and under no circumstances may any amount claimed be commingled with or offset out of moneys due the Authority. The Authority reserves the right to refuse service to parties in arrears more than 60 days from date of issue of invoice.

The Authority reserves the right to post on the ASPA website the name of any party and amount owed who continues in arrears 90 days from date of issue of invoice. This information will remain on the ASPA website until account is current and then removed on the next website update.

Companies that do not have an established account with the Alabama State Port Authority must make written application to the Credit Manager for credit before incurring charges. This application will state that all published charges are guaranteed. Three reliable credit references are also requested. As part of the acceptance of application for credit, Alabama State Port Authority may, at its discretion, require that a security deposit, a performance bond, or irrevocable letter of credit be furnished in favor of the Alabama State Port Authority. The amount of paid deposit, performance bond, or letter of credit shall be fixed by the Alabama State Port Authority, but in no case will this amount be less than ten thousand (\$10,000) dollars.

224...CLAUSE PARAMOUNT

(EFFECTIVE: May 1, 1999)

ULTIMATE LIABILITY FOR PAYMENT OF CHARGES

Vessel and/or owners shall be held liable for the payment of all charges incurred or guaranteed by the vessel and owners of the cargo shall be held liable for the payment of all charges incurred

by the cargo, provided that disclosure of principals to the contrary notwithstanding application for berth made by agents of the vessel and request made by agents acting for the owners, shippers or receivers of the cargo for performance of any service under this tariff shall constitute an agreement by said agents, as the case may be, to be held separately bound and ultimately liable for the payment of all or any part of the charges incurred or guaranteed by the vessel and/or its owners or by the cargo and/or its owners, shippers or receivers, as the case may be, for which the vessel and/or its owners or the cargo and/or its owners are in default thirty (30) days following departure of the vessel.

225...CONTRACTS

(EFFECTIVE: May 1, 1999)

The Alabama State Port Authority at the Port of Mobile may enter into contracts in writing with shippers, receivers, or carriers providing rates for storage and services other than as provided herein. Further, separate wharfage, and handling rates, terms and conditions may be negotiated on request from other parties for large volume movements through the General Cargo and Intermodal facilities.

226...CONSENT TO TERMS OF TARIFF

(EFFECTIVE: May 1, 1999)

The use of the port facilities under the jurisdiction of the Alabama State Port Authority shall constitute a consent to all of the terms and conditions of this tariff, and evidences an agreement on the part of all carriers, their owners and agents, or other users of such terminal facilities to pay all charges specified herein, and be governed by all rules and regulations shown in this tariff.

228...DEMURRAGE OF VESSELS

(EFFECTIVE: May 1, 1999)

The Alabama State Port Authority does not assume responsibility for demurrage to vessels under any circumstances. For limits of liability please refer to ITEM 244 subsection "Limits of Liability".

230...ENVIRONMENTAL NOTICE

(EFFECTIVE: June 15, 2000)

Any person operating on or using a Facility of the Alabama State Port Authority, and any employee or agent of such person, including any person performing any service on the property of the Authority (Collectively, "User"), by such User's operation, use, or performance on the Facility or property of the Authority, agrees, warrants and covenants that it shall comply at all times with the following provisions relating to environmental matters.

(a) Compliance With Environmental Statutes and Regulations:

(i) User shall conduct all of its activities at the Facilities in compliance with all federal, state and local statutes, ordinances, regulations, orders and requirements of common law concerning 1) those activities, 2) repairs or construction of any improvements; 3) handling of any materials, 4) discharges to the air, soil, waters of the State of Alabama, or other surface water or groundwater, and 5) storage, treatment or disposal of any waste at or connected with any activity at the Facilities ("Environmental Statutes")

(ii) User shall obtain all permits, licenses, or approvals and shall make all notifications and registrations required by Environmental Statutes. User shall at all times comply with the terms and conditions of any such permits, licenses, approvals, notifications, or registrations.

(iii) User shall provide to the Authority copies of all of the following, to the extent they pertain to User's operations at the Facilities: 1) applications or other materials submitted to any governmental agency in compliance with Environmental Statutes; 2) any notification submitted to any person pursuant to Environmental Statutes; 3) any permit, license, approval, or amendment or modification thereto granted pursuant to Environmental Statutes; 4) any record or manifest required to be maintained pursuant to Environmental Statutes; and 5) any correspondence, notice

of violation, summons, order, complaint, or other document received by a User pertaining to compliance with Environmental Statutes.

(iv) User shall promptly comply with any request by the Authority that a User 1) provide information or access to the Facilities reasonably necessary to enable the Authority to demonstrate to a third person or governmental agency that no violation of Environmental Statutes or contamination as defined in paragraph (b) of this section has existed or does exist at the Facilities; or 2) provide signatures, acknowledgments, affidavits, or otherwise cooperate in a reasonable manner reasonably required by the Authority to obtain any governmental approvals necessary under Environmental Statutes to transfer any interest in the Facilities or to transfer any permit or approval held by the Authority under Environmental Statutes.

(b) Site Contamination:

(i) User shall not cause or allow its employees, contractors or invitees to cause contamination of the Facilities. User shall at all times handle hazardous substances and cause hazardous substances to be handled in a manner which will not cause an undue risk of contamination of the Facilities.

(ii) For purposes of this Section, the term "contamination" shall mean the uncontained presence, above background levels, of hazardous substances at the Facilities, or arising from the Facilities which may require remediation under any applicable law.

(iii) For purposes of this Section, "hazardous substances" shall mean any and all "toxic substances," "toxic materials," "hazardous substances," "hazardous materials," regulated substances" or "regulated materials" as defined by any statute administered, or regulation promulgated, by the U.S. Department of Transportation, including its constituent Administrations and the U.S. Coast Guard; U.S. Environmental Protection Agency; and the Alabama Department of Environmental Management.

(c) Other Hazardous, Toxic or Radioactive Materials: User shall not handle or permit polychlorinated biphenyls ("PCBs"), as defined pursuant to the Toxic Substances Control Act, substances containing PCBs, asbestos, or materials containing asbestos, or radioactive materials on the Facilities, without the prior, express written consent of the Authority. Should the presence of asbestos, PCBs, or radioactive materials be discovered on the Facilities, which presence was not present prior to the effective date hereof and the presence of which is attributable to User, its affiliates or any person or entity having either a direct or indirect contractual relationship with User, User shall take all steps necessary promptly to remove and to dispose of such materials in compliance with law; provided however, that regardless of causation, User shall notify the Authority of the discovery of any asbestos, PCBs or radioactive materials on the Facilities.

(d) Disposal and Removal of Hazardous Substances: User shall, at its sole cost, contract with a reputable, private licensed refuse removal firm for the removal and disposal of any hazardous substances generated, manufactured, introduced or used by User, from the Facilities in accordance with all Environmental Statutes. User shall under no circumstances store, treat or dispose of any hazardous, toxic or regulated material, substance, or waste at the Facilities

(e) Indemnification by User: By its use of the Facilities hereunder, User agrees to indemnify, defend and hold the Authority, including its officers, employees, and agents, harmless of, from, and against any and all expenses, loss, or liability suffered by the Authority by reason of (i) User's generation, manufacture, introduction, use, handling, transportation or disposal of hazardous substances, or (ii) User's breach of any of the provisions of this Section including (but not limited to) 1) any and all additional expenses that the Authority, including its officers, employees, and agents, may incur to comply with any Environmental Statutes; 2) any and all costs that the Authority, including its officers, employees, and agents, may incur in studying or remedying any contamination at or arising from the Facilities; 3) any and all costs that the Authority, including its officers, employees, and agents, may incur in studying, removing, disposing, or otherwise addressing any materials which are the subject of this Section; 4) any and all fines, penalties, judgments or other sanctions assessed upon the Authority, including its officers, employees, and agents, by reason of a failure of User to have ensured compliance with Environmental Statutes; 5) any and all loss of value of the Facilities by reason of (a) a failure of User to have ensured compliance with Environmental Statutes, (b) contamination of the Facilities, or (c) the presence on the Facilities of any other hazardous or toxic materials which are the subject of this Section; and 6) any and all legal and professional fees and costs incurred by the Authority in connection with the foregoing.

(f) Inspections: The Authority may, at reasonable times but without the necessity of notice, enter the Facilities to conduct reasonable inspections, tests, samplings, or other investigations to satisfy itself that User has complied with the provisions of this Section

(g) Survival: The provisions of this Section shall survive the termination of User's use of, or operation or provision of service on the Facilities hereunder.

232...FACILITY INSPECTION AND USER'S WARRANTY

(EFFECTIVE: May 1, 1999)

Safety Regulations - Each Alabama State Port Authority facility user will agree to comply with the safety rules, standards, and regulations of the Federal Occupational Safety and Health Administration (OSHA) applicable to each of its operations, and to those established and recommended safety standards inherent in the industry; and to comply with U.S. Coast Guard regulations applicable to waterfront facilities and the policies of the Alabama State Port Authority while occupying any property of the Alabama State Port Authority.

Use, Nuisances - Each Alabama State Port Authority facility user agrees not to condone use of or knowingly permit any person to use in any manner whatsoever the facilities or any part or portion thereof for any purpose calculated to injure, or which could reasonably be expected to injure, the reputation of the Alabama State Port Authority, or of the neighboring property, or for any purpose or use in violation of the laws of the United States, State of Alabama or of its political subdivisions or for any immoral or unlawful purpose whatsoever, nor suffer or permit nuisances upon the facilities.

Default - Any Alabama State Port Authority facility user who fails to leave their area in good order or repair and broom clean will pay to the Alabama State Port Authority an assessed cost to include cost for repairs and/or cleanup plus 15%.

Housekeeping, Maintenance and Repairs - Each person using a facility of the Alabama State Port Authority shall not permit any undue accumulation of dunnage, trash, rubbish or other refuse; shall keep all such refuse in proper containers and periodically shall cause such refuse to be removed from the property of the Alabama State Port Authority, and upon completion of such use, shall return the property to the Alabama State Port Authority in good order, broom cleaned. Each Alabama State Port Authority facility user shall notify the facility Manager of any damage to such facility and other property of the Alabama State Port Authority resulting in whole or in part, directly or indirectly from the use of such facility or property caused in whole or in part by such person, or the employees (including loaned employees), agent's contractors and invitees of such person, regardless of fault. Necessary repairs will be made by the Alabama State Port Authority and costs for repairs invoiced to the responsible party.

Facilities Inspection and Warranty - The Alabama State Port Authority shall not be liable for the failure or inability of any person to utilize any or all of the facilities of the Alabama State Port Authority. Nothing herein contained shall be construed as warranty that the facilities are in good condition or are fit or suitable for any proposed uses.

Each person intending to use any facility of the Alabama State Port Authority has the affirmative duty to carefully examine such facility and the appurtenances and access thereto prior to its use and to report any damage thereto to the Alabama State Port Authority facility Manager in writing. Each person using a facility of the Alabama State Port Authority warrants that such person has examined and knows the condition of such facility, the appurtenances and access thereto and that such person received such facility and appurtenances and access thereto in good order and repair and broom clean.

Construction, Additions and Improvements - Each person using any facility of the Alabama State Port Authority shall not make any additions, improvements or alterations to the facilities without the prior approval of the Authority. Plans for construction of improvements proposed to be erected or constructed or of fixtures proposed to be installed on or in the facilities shall be submitted to the Authority for its approval, and after such approval; such plans or designs shall not be changed, altered or amended without prior written approval of the Authority.

234...FIRE FIGHTING APPARATUS

(EFFECTIVE: May 1, 1999)

No person shall obstruct or interfere with the free and easy access to, or remove, or in any manner disturb any fire extinguisher, fire hose, fire hydrant or any other fire fighting apparatus or watchmen's key station installed in and/or upon any property of the Alabama State Port Authority.

240...FREIGHT OR CARGO LIABLE TO DAMAGE OTHER FREIGHT OR CARGO

(EFFECTIVE: May 1, 1999)

If, in the opinion of the Manager, General Cargo and Container Facilities, any freight or cargo is likely to damage other freight or cargo, it may be moved to another shed or warehouse or to private facilities at the risk and expense of the owner, without the necessity or prior notice to the owner.

242...IDENTIFICATION OF DRUMS AND/OR CONCEALED CARGO

(EFFECTIVE: May 1, 1999)

Before any stevedore, vessel agent, contractor, or other user of the Alabama State Port Authority may bring any drum or concealed cargo onto the property of the Alabama State Port Authority, the following must be stenciled in four (4) inch lettering on opposite sides of each drum and/or container of concealed cargo:

1. Name of the company possessing any drums and/or concealed cargo on the Authority's property.
2. Telephone number of above named company
3. Contents of drum or concealed cargo
4. Hazard class if any (i.e. flammable, combustible, etc.)

Persons/companies shown on the drum will be responsible for its removal from Alabama State Port Authority property. All drums and/or concealed cargo on Alabama State Port Authority property as of October 1, 1992 must be labeled in the aforementioned manner.

244...INDEMNIFICATION AND INSURANCE REQUIREMENTS

(EFFECTIVE: June 15, 2000)

Indemnity - Each person using a facility of the Alabama State Port Authority and each person performing any service on the property of the Authority shall indemnify, save and hold harmless the Authority, including its officers, employees, agents, successors, and assigns, from and against any and all claims, suits, actions, damages, liabilities, penalties, judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation cost and expenses, incurred or asserted in connection with any loss of life, personal injury, damage to any vessel, cargo or property (including the property of any such person using a facility or performing a service on the property of the Authority), or violation of any federal, state, or local law, rule, or regulation, which is caused in whole or in part by such person using a facility or performing a service on the property of the Authority, or such person's employees (including loaned employees), agents, contractors or invitees, except that such person shall not be responsible for any damage, loss or injury occasioned by reason of the Authority's own negligence or willful misconduct.

Environmental Indemnity – The indemnity provided in the preceding paragraph shall include and extend to any and all claims, suits, actions, damages, liabilities, penalties judgments, cost and expenses, including without limitation reasonable attorney's fees and litigation expenses, incurred or asserted in connection with any environmental damage, clean-up, removal, response, assessment, or remediation required by or resulting from, any environmental condition or violation of any federal or state Environmental Law (as defined herein) occurring in connection with any person's use of any facility of the Authority or the performance of any service on the property of the Authority.

As used herein, "Environmental Law" means any statute administered by, or rule or regulation promulgated by, the U.S. Environmental Protection Agency or the Alabama Department of Environmental Management, or any successor thereof.

Waiver of Subrogation - Each person using a facility of the Authority and each person performing any service on the property of the Authority waives any and all claims it may have against the Authority for injury, loss or damage covered under any insurance policy and each such person shall cause its insurance carriers to waive any right of subrogation with respect thereto and to so notify the Authority.

Legal Expense - In case suit shall be brought by the Authority to collect any monies due, enforce any provision, or remedy any default, under this tariff against a person using any facility of the Authority or performing any service on the property of the Authority and the Authority prevail, such person shall pay all expenses incurred by the Authority in connection with such suit, including reasonable attorneys' fees.

Limits of Liability - No provision contained in this tariff shall limit or relieve the Alabama State Port Authority from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Alabama State Port Authority from liability for its own negligence. The provisions of this item are subject to Item 210.

INSURANCE: Each user of any facility of the Alabama State Port Authority agrees to obtain and maintain at his own cost and expense insurance as required under the following paragraphs.

General Requirements

All policies of insurance must be written with companies acceptable to the Authority.

Original certificates of insurance, which are signed by the licensed agent, and which provide evidence that the coverage's are current and in place, shall be mailed to: Alabama State Port Authority, ATTN: Risk Manager, P.O. Box 1588, Mobile, AL 36633. Failure to provide current certificates within 10 days following policy expirations shall render null and void any agreements for facilities use. The Authority reserves the right to require complete certified copies of any and all policies of insurance at any time.

The facility user's insurance certificate shall include a provision that at least 30 days' notice will be given to the Authority before limits and scope of coverage are materially altered or insurance protection is cancelled.

The facility user's insurance policies shall include waiver of all rights of subrogation against the Authority, its officers, officials, employees, volunteers and insurers for losses arising from its use of the Authority's facilities.

The facility user agrees that none of its subcontractors will be allowed to commence work on the Authority's property until (a) the subcontractor has obtained all similar insurance, or (b) the facility user has provided coverage for the subcontractor.

The facility user may purchase an umbrella liability policy to provide the limits of coverage specified, so long as such umbrella provides coverage is at least as broad as specified for the individual policy and the umbrella applies directly above the individual policy, without gap in limit of liability.

The facility user's insurance policies shall include endorsements providing that the Authority, its officers, officials, employees, and volunteers are to be covered as primary and non-contributory additional insured's, with respect to liability arising out of its use of the Authority's facilities. Except for the proven negligence of the Authority, the coverage shall contain no special limitations on the scope of protection afforded.

The facility user's insurance shall be primary insurance, regardless of policy language to the contrary. All premiums and deductibles are the responsibility of the facility user.

Required Coverage Types and Minimum Limits*

Commercial General Liability - \$2,000,000 combined single limit, for any one occurrence for bodily injury, including death, and property damage liability. Blanket Contractual Liability, Fire Legal Liability, Explosion/Collapse/Underground Property Damage Liability, Terminal Operators and Stevedores Legal Liability coverage's must be included.

Pollution Liability - \$2,000,000, combined single limit, for any one occurrence, for on-site and off-site bodily injury and property damage, cleanup cost and the unloading and loading of product.

Business Automobile Liability - \$1,000,000 each accident, for bodily injury, including death, and property damage liability. Coverage must extend to "any auto."

Workers Compensation and Employers Liability – Statutory. (To provide coverage under the Alabama workers Compensation Act in an amount not less than that required by Alabama law.)

Coverage as required by Federal statutes, if applicable – Including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, Railroad Federal Employers' Liability Act (FELA).

*The Authority reserves the right to increase the required limits, when necessary, due to increased exposure on the part of a facility user.

246...JURISDICTION OF ALABAMA STATE PORT AUTHORITY

(EFFECTIVE: May 1, 1999)

The Alabama State Port Authority reserves the right to control the loading, unloading and handling of all freight and cargo on the premises and facilities under its control. No others will be allowed to perform such handling without written permission from the Alabama State Port Authority. When another party is permitted to handle freight, that party shall assess the rates and charges delineated in the Alabama State Port Authority Tariff No. 1-E on file with the Federal Maritime Commission. Supplements or reissues thereof shall also be filed with the Federal Maritime Commission. The Alabama State Port Authority shall be paid by such party for use of its facilities at rates established in the Cargo and Freight Handling Service Permit.

Under Title 33, Code of Alabama 1975, The Alabama State Port Authority, an agency of the State of Alabama, is authorized to supervise, control, manage, and direct the Port Authority and Terminals of Alabama, and is empowered to fix rates and charges for all services and for the use of all improvements and facilities provided by said department.

Said department is also authorized to formulate and promulgate rules and regulations for the operation of any harbor or seaport within the state.

Penalties (prescribed by Title 33, Code of Alabama, 1975) Any persons, firm, association, or corporation violating any of the rules and regulations so established shall be subject to a fine not exceeding \$500.00 for each offense, and may also be imprisoned in the county jail or sentenced to hard labor for the county for not more than six (6) months.

The Authority expressly reserves the right to contract with private companies for Terminal handling functions including but not limited to loading and/or unloading trucks, rail cars, and river barges, drayage or transfer, re-coopering or packaging, securing, weighing and sampling, consolidating, sorting or segregating.

Such contractual services and the Authority's remuneration therefore shall be delineated in a Uniform Agreement styled "Cargo and Freight Handling Service Permit", and such agreement may be entered into by the Authority and any stevedore or freight handling firm which meets the Authority's uniform requirements with respect to insurance, safety regulations, Authority's Indemnification, and all other provisions of the "Cargo and Freight Handling Service Permit." The aforementioned permit is on file with the Federal Maritime Commission in Washington D.C.

248...LOSS OF OR DAMAGE TO CARGO, RESPONSIBILITY FOR

(EFFECTIVE: May 1, 1999)

The Alabama State Port Authority will not be responsible for loss of or damage to or for delay to freight or cargo on its wharves, in its warehouses, transit sheds or in the open caused by or resulting from fire, flood, leakage, or discharge from sprinkler fire protection systems, water supply pipe, gutters, or downspouts, collapse of buildings, rats, mice, termites, moths, weevils or other insects, frost, rust, mold, corrosion, evaporation, shrinkage, leakage from containers, decay, contamination, discoloration, the elements, or insufficient notification, nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes, of any persons in its employ, or in the service of others, nor for any consequences arising there from, nor will it be responsible for freight or cargo in the open against the risk of theft, pilferage or non-delivery, except for any such loss occasioned by reason of the Authority's own negligence and subsequent to the expiration of any free time allowance.

All cargo, ships supplies, ships gear and equipment, while in transit sheds, shipside warehouses, or in open areas at shipside, will remain in the custody, care and control of the vessel or its agent, whether during the free time period or while on wharf demurrage, and full responsibility thereof shall remain with the vessel or its agent.

250...MAXIMUM LOAD ON FLOOR AND MAXIMUM HEIGHT OF PILING OR STACKING

(EFFECTIVE: May 1, 1999)

It is the responsibility of the cargo agents, stevedores or other parties who receive cargo, to place such cargo in warehouses/transit sheds, in accordance with all local, state, and federal guidelines or regulations, and in compliance with Alabama State Port Authority weight restrictions and/or safety regulations. The Manager, General Cargo and Container Facilities, reserves the right to have cargo moved or restacked, at the risk and expense of the owner, in order to comply with all rules, regulations, guidelines or laws.

252...OILY WASTE/SHIPS WASTE DISPOSAL

(EFFECTIVE: January 1, 2004)

The dumping of oil, oily waste, grease, trash or other objectionable matter into the waters of the inner harbor or other navigable water is prohibited by Federal, State, City and the Alabama State Port Authority regulations, laws and ordinances. See also "Port of Mobile Harbor Regulations" obtainable from the Alabama State Port Authority Harbormaster.

Under the provision of Annex 1 of the International Convention for the Prevention of Pollution from ships, known as MARPOL 73/78, and the United States Coast Guard implementing regulations, Part 158 of Title 33 of the Code of Federal Regulations (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities. The Alabama State Port Authority's application for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued June 11, 1986.

Each terminal manager in charge has been furnished a personal copy of the COA available for inspection by the United States Coast guard and other interested persons. If desiring to discharge oily waste; the vessel, her owners and agents are responsible for selecting an inspected and approved company that meets United States Coast Guard requirements for receipt of oily waste and further are responsible for making the necessary arrangements for discharging the oily waste. Such discharge operations are to be reported to the superintendent or terminal manager in charge of the particular facility prior to the actual discharge.

The firms listed below have indicated to the Captain of the Port of Mobile that they are interested in contracting their services in this regard. Their listing herein does not indicate a preferential recommendation on the part of the Alabama State Port Authority but merely reflects the company's desire to function in the above capacity and the Captain of the Port's recognition of the

firm with respect to the Alabama State Port Authority's application. All inquires should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33CFR 154-156).

Aaron Oil Company, Inc.

P.O. Box 2304
Mobile, AL 36652
PH: 251-479-1616

Midstream Fuel Service, Inc.

P.O. Box 2626
Mobile, AL 36652
PH: 251-433-4972

Oil Recovery Company, Inc. of Alabama

P.O. Box 1803
Mobile, AL 36633
PH: 251-690-9010

Under the provisions of Annex V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR SHIPS GARBAGE and separation of board vessel of various waste are required. Garbage is defined as "all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the needs of shipping and commerce through facilities of the Alabama State Port Authority, the Authority has filed an APPLICATION FOR A CERTIFICATE OF ADEQUACY with the Captain of the Port, United States Coast Guard, for Garbage reception facilities. Applicants for berth at any facility of the Alabama State Port Authority shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, Parts 151, 158. Berth applicants shall require a 24-hour notice of vessel's intent to discharge garbage at any facility of the Alabama State Port Authority and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant or his designated contractor when requested by the vessel in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at a facility approved by the Animal and Plant Health Inspection Service (APHIS) regulated garbage from any commercial, full-service solid waste firm. The firms listed below have indicated to the Captain of the Port of Mobile that they are approved by the Department of Agriculture, Animal and Plant Health Inspection Service. The listing below does not indicate a preferential recommendation on the part of the Alabama State Port Authority, but merely reflects the company's desire to function in the above capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ships waste (33 CFR Parts 151,155, and 158; 46 CFR Part 25).

Browning-Ferris Industries

P.O. Box 16504
Mobile, AL 36616
PH: 251-666-5724

Dockside Services Inc.

P.O. Box 122
Mobile, AL 36633
PH: 251-438-2362

254...PROCEDURES FOR WELDING OR HOT WORK

(EFFECTIVE: March 7, 2003)

Oxyacetylene, electric, or any other welding or burning or other "hot work" within the territorial jurisdiction of the Alabama State Port Authority as set out in these regulations is permitted subject

to the conditions delineated herein and provided that a current permit has been authorized by the Alabama State Port Authority Police Department, which maintains daily logs and the current permit issued by the U.S.C.G., Captain of the Port. The provisions of this item and the Hot-Work permit issued by the U.S.C.G., Captain of the Port are applicable to vessels and facilities respectively. When welding, burning or other "hot-work" is being done, positive means shall be taken to confine heat, sparks, or slag so as to protect immovable fire hazards. Suitable operable fire extinguishing equipment shall be in the immediate vicinity and ready for instant use. Under no circumstances will permission be granted to perform "hot-work" in dangerous cargo areas, or on any vessel and/or barge berthed at the Grain Elevator. Additionally, permission will not be granted to perform "Hot-Work" in areas within 300 feet of the Grain Elevator without written approval from a Grain Elevator Operations Supervisor.

256...REQUIREMENT OF VESSELS TO WORK OVERTIME

(EFFECTIVE: May 1, 1999)

(Applies at all berths, piers and/or terminals, except as otherwise specifically provided in tariff)
The agents and/or owners of all vessels which are accepted for berthing at the terminal facilities of the Alabama State Port Authority may be required to work the vessel continuously to completion with overtime for vessel's account, in all cases, then the berth assigned to the vessel, or the assigned terminal or pier facility of the Alabama State Port Authority is in the sole discretion and judgment of and when declared by the Manager of General Cargo/Intermodal to be congested or threatened with congestion.

Any vessel in berth which refuses to work continuously to completion shall vacate the berth immediately (within three hours) upon orders of the Manager of General Cargo/Intermodal. When a vessel loses her right to a berth by refusing to work continuously to completion, such vessel will forfeit her turn at the berth assigned and go to the bottom of the list of vessels which are assigned to the berth or terminal.

Should any vessel fail to vacate the berth or terminal facility or pier as herein provided, the Alabama State Port Authority shall have the right, authority and privilege to move or cause such vessel to be moved from its berth at the vessel's own risk and expense.

258...SERVICES PERFORMED BY ASPA FORCES OR THEIR DESIGNATED PERMITTEE

(EFFECTIVE: May 1, 1999)

Except as otherwise provided in this tariff, all loading or unloading of cargo shall include but is not limited to the drayage or transfer of freight between all locations on Alabama State Port Authority facilities, re-coopering or packing, securing, weighing, sampling, consolidating, sorting, or other services, will be performed by the Alabama State Port Authority or the designated permittee, and the stuffing (loading) of containers will be performed by the Alabama State Port Authority or the designated permittee when such cargo is being shipped from Alabama State Port Authority Terminal storage facilities. The unstuffing (unloading) of containers will be performed by the Alabama State Port Authority or the designated permittee when such cargo is consigned to Alabama State Port Authority terminal storage on the ocean bill of lading.

260...SERVICES PERFORMED BY STEVEDORES

(EFFECTIVE: May 1, 1999)

Stevedoring companies who are properly licensed and insured and have been authorized to operate by the specified Cargo Handling Permit on Alabama State Port Authority facilities may be allowed to perform the loading or unloading of cargo, including cargo containers (loaded or empty), to or from rail cars, trucks, barges, and vessels; also the stowing, bracing, securing, packaging, re-coopering, weighing, sampling, consolidating, sorting, marking or other such cargo related services.

Each such stevedoring firm is likewise permitted to perform car loading and unloading with respect to any and all cargo as to which it has been engaged to perform stevedoring services.

As to any cargo arriving an Alabama State Port Authority facility which no stevedoring firm has been previously engaged to perform stevedoring, the shipper/receiver, or their agent may utilize for such services any firm performing those services which is recognized by the Alabama State Port Authority and has met the uniform requirements set forth in the Cargo and Freight Handling Service Permit lawfully on file with the Federal Maritime Commission and is a signatory thereto.

262...SMOKING/OPEN FLAME

(EFFECTIVE: May 1, 1999)

No person shall smoke or have in their possession any fire or lighted material in or around any of the Alabama State Port Authority's wharves, warehouses, transit sheds or other structures set apart for the unloading of vessels, or warehousing of their cargos or other merchandise.

264...STRAIGHT TIME AND OVERTIME

(EFFECTIVE: January 1, 2004)

Except as otherwise specifically provided to the contrary in individual items in this tariff, rates and charges provided in tariff apply for services performed during Straight Time (see below) hours only.

Except as otherwise specifically provided in individual items, when at request of shipper, consignee or owner of the cargo or their agents, stevedores, the vessel or other carriers, freight is loaded unloaded or drayed, or provided any service of any description whatsoever, by Alabama State Port Authority or its designated permittee on Saturdays, Sundays or on days of observance of holidays (see below) or at times other than within those hours recognized as constituting Straight Time, or when crews are called out at any time for a requested service but are held on standby through no fault of the Alabama State Port Authority or its designated permittee.

Overtime (see below) and/or Standby wages, and cost of supervision, plus 15% (percent), will be assessed against the party requesting the service, in addition to charges otherwise provided in tariff for the given service performed.

Straight time - Shall be 8:00 a.m. to 12:00 Noon, and from 1:00 p.m. to 5:00 p.m., Monday through Friday except the days of observance of Holidays. (Crane operators from 7:00 a.m. to 12:00 Noon and from 12:30 p.m. to 3:30 p.m.)

Overtime - Shall be any day or hour not delineated in "Straight Time".

Holidays:

Normally no work is performed on the following Holidays:

1. New Year's Day.
2. Easter.
3. Fourth of July
4. Labor Day
5. Christmas Eve Day - 12:00 Noon to 12:00 Midnight.
6. Christmas Day.
7. New Year's Eve Day - 12:00 Noon to 12:00 Midnight.

In the event work is necessary on the above holidays, the rate of pay for employees willing to perform such work will be double the straight time rate. On any of the foregoing holidays, regular work will stop at 12:00 midnight, and resume at 7:00 a.m. following the holiday, work may

continue past 12:00 Noon if work is in connection with completing and releasing a cargo carrier. Any work performed after 12:00 Noon on the "eve" holiday shall be paid for at time and one-half.

The following are considered holidays which wages are to be paid at time and one-half the straight time rates when work is done on these days:

1. New Year's Eve - 12:01 a.m. to 12:00 Noon
2. Martin Luther King's Birthday Holiday
3. Mardi Gras Day
4. Monday after Easter
5. Memorial Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve - 12:01 a.m. - 12:00 Noon

266...USE OF PRIVATE CRANES ON ASPA FACILITIES

(EFFECTIVE: January 1, 2003)

The Alabama State Port Authority, as owner and operator of its facilities, has a substantial capital investment in various kinds of heavy and light machinery and equipment suitable to handle or move freight. In view of this, the Alabama State Port Authority reserves the right to restrict the use of private cranes or heavy lift equipment on its facilities when, in its opinion, it is in a position to provide adequate equipment to perform the job. Equipment owned and operated by the Alabama State Port Authority shall be granted priority and first call over privately owned equipment. Exempt from this rule is ship's gear, floating cranes or derricks, tractors, dollies, lift trucks and other light equipment used in the normal stevedoring operation as approved by the Director. Requests for operating cranes on the facilities must be made in advance to the Manager of General Cargo/Intermodal Facilities by 3 p.m. each day for cranes desiring to work the following day, and by 3 p.m. Friday for cranes working Saturday, Sunday, or Monday.

268...WATCHMEN

(EFFECTIVE: May 1, 1999)

Any vessel lying at the wharves must, at all times, have on board at least one person in charge of said vessel who has authority to take such action, in any emergency, as may be required. The Alabama State Port Authority provides standard watchmen service as required by insurance underwriters for the protection of its property or property in its custody or care.

270...WHARF OBSTRUCTIONS

(EFFECTIVE: May 1, 1999)

Stevedore's tools, appliances, equipment, donkey engines, vehicles or any other materials or objects which are not part of the cargo will not be permitted to remain on wharves. If such obstruction is not moved immediately upon notification by the Manager of General Cargo/Intermodal, it will be removed, stored, or Sold by the Alabama State Port Authority and the owner will be charged with the expense incurred. The Manager of General Cargo/Intermodal Facilities, at his discretion, is permitted to allow storage of such equipment in specified places on wharves or in sheds or warehouses, or space may be leased for such purposes from the Alabama State Port Authority.

General Cargo Tariff 1-E

SECTION THREE – WHARFAGE, UNLOADING AND LOADING RATES

NOTE:

The Alabama State Port Authority at the Port of Mobile may enter into contracts in writing with shippers, receivers, or carriers providing rates for storage and services other than as provided herein. Further, separate wharfage, and handling rates, terms and conditions may be negotiated on request from other parties for large volume movements through the General Cargo and Intermodal facilities.

NOTE:

All Rates & Charges are US Dollars per net ton (2,000 pounds) except as shown in individual items.

300...APPLICATION OF RATES AND CHARGES

(EFFECTIVE: October 1, 2008)

Rates and charges shown herein apply on freight loaded to or unloaded from rail cars and trucks. These rates include the physical handling of cargo but do not include any additional services or charges for draying, bracing, cranes, dunnage, securing, recouping, weighing, sampling, consolidating, sorting, marking, inspecting, taping, plugging, rotating rolls, unitizing, scanning, stand by or detention time, detailed checking or computer inventory applications.

References to weights in this section will be determined by dividing the total weight by the number of units in the conveyance.

Rates are subject to change at any time without notice but will be reviewed annually each July by the ASPA.

MINIMUM INVOICE

Except as shown in individual items, minimum invoice will be as follows:

ITEM	MINIMUM INVOICE
Wharfage Loading/Unloading Drayage Storage or Wharf Demurrage Services not otherwise shown	\$25.00

302...ARTICLES NOT OTHERWISE SHOWN

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
In bags or sacks Each weighing less than 63 lbs	\$2.75	\$14.94	\$15.22
In bags or sacks Each weighing 63 lbs but less than 123 lbs	\$2.75	\$16.14	\$16.40
In bags or sacks Each weighing 123 lbs to 165 lbs	\$2.75	\$20.48	\$20.73
In barrels or drums Each weighing less than 100 lbs	\$2.75	\$9.14	\$10.21
In barrels or drums Each weighing 100 lbs and over	\$2.75	\$8.64	\$9.14
In boxes (cases) or crates Each weighing less than 23 lbs	\$2.75	\$15.34	\$17.32
In boxes (cases) or crates Each weighing 23 lbs but less than 63 lbs	\$2.75	\$11.98	\$13.44
In boxes (cases) or crates Each weighing 63 lbs but less than 103 lbs	\$2.75	\$9.14	\$10.61
In boxes (cases) or crates Each weighing 103 lbs and over	\$2.75	\$8.64	\$9.30
In other packages, bales, bundles or loose	\$2.75	\$10.00	\$11.13
Unitized or Super Bags (See Item 170) From or to rail cars or vans	\$2.75		
Units weighing 2,000 lbs and more		\$6.51	\$6.79
Units weighing 1,000 lbs to 1,999 lbs		\$7.77	\$8.04
Unitized or Super Bags (See Item 170) From or to flatbed trucks	\$2.75		
Units weighing 2,000 lbs and more		\$5.41	\$5.66
Units weighing 1,000 lbs to 1,999 lbs		\$6.66	\$6.91

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

304...TERMINAL USE CHARGE
(EFFECTIVE: October 1, 2008)

(Applicable when ASPA does not perform loading and/or unloading, i.e., direct discharge and/or loading. Not applicable when Marine Terminal Agreements or Contracts are involved.)

	Wharfage*	Terminal Use (Export)	Terminal Use (Import)
ALL BREAKBULK CARGO, except as shown below moving between ocean going vessels and rail cars and/or trucks.	\$2.75	\$1.32	\$1.32
ALL BREAKBULK CARGO handled in direct movement between ocean going vessels and river barges at ASPA's Primary facilities	\$2.75		
Direct movements of 3,000 tons or more between ocean going vessels and river barges	\$1.25		
Bulk Liquid: per barrel of 42 gallons	\$.02		
EXCEPTIONS:			
Heavy Lift Cargo (see table in item 406)	Item 406		
<u>VEHICLES</u> (rates for each)			
Automobiles	\$18.40	\$16.55	\$16.55
Buses, Motor Homes and House Trailers Overall length less than 50 feet	\$18.40	\$33.00	\$33.00
Buses, Motor Homes and House Trailers Overall length 50 feet and over	\$18.40	\$49.45	\$49.45
Freight/Utility Trailers	\$18.40	\$16.55	\$16.55
Trucks, Tractors, other self-propelled vehicles weighing less than 5,000 lbs	\$18.40	\$16.55	\$16.55
Trucks, Tractors, other self-propelled vehicles weighing 5,000 lbs and over	\$18.40	\$24.70	\$24.70

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

308...AGRICULTURAL IMPLEMENTS OR PARTS
(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
Combines (SU) (each)	\$12.98	\$56.11	\$61.84
Tractors (SU) 2,500 lbs and over (each)	\$12.98	\$41.23	\$49.47
Tractors (SU) less than 2500 lbs (each)	\$12.98	\$33.00	\$41.23
Tractors (SU) when driven off and/or on flatbed trucks (each)	\$12.98	\$16.53	\$16.53
Units (KD), including parts – NOS	\$2.75	\$9.49	\$9.49

312...ALUMINUM, METALS & ALLOYS

(EFFECTIVE: October 1, 2008)

Namely when in packages or bundles: Bar, Block, Ingot, Pig, Slab, Blisters, Cathodes, or Spelter:	Wharfage*	Unloading	Loading
From or to boxcars or vans	\$1.90	\$5.25	\$4.89
From or to flatcars or flatbed trucks	\$1.90	\$4.26	\$3.77

316...BRAZIL NUTS, IN THE SHELL

(EFFECTIVE: October 1, 2008)

(Bags or sacks)	Wharfage*	Unloading	Loading
Weighing less than 63 lbs	\$2.75	\$14.94	\$15.22
Weighing 63 lbs, but less than 123 lbs	\$2.75	\$16.14	\$16.40
Weighing 123 lbs and over	\$2.75	\$20.48	\$20.73
EXCEPTIONS: Brazil nuts in sacks in slings	\$2.75	\$10.00	\$11.13

NOTE: To qualify for the sling rate exception above, bags or sacks must remain in slings. If cargo should become adrift from slings, the applicable loose rate will apply to the entire truck or rail car being unloaded or loaded.

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

331...COTTON

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
In bales, minimum of 500 lb bales (per bale)	\$.65	\$2.44	\$2.44

332...IRON AND STEEL ARTICLES

(EFFECTIVE: October 1, 2008)

Namely angles, bars, beams, billets, channels, coils, flanges, flats, piling, pipe, plates, rails, rebar, rounds, slabs, tin plate.

	Wharfage*	Unloading	Loading
When in lifts or bundles, from or to flatcars or flatbed trucks, properly skidded or dunnaged to permit use of forklift equipment to handle	\$2.75	\$4.47	\$4.47
From or to <u>other</u> than flatcars or flatbed trucks such as Vans and Gondola rail cars, or requiring use of crane and properly dunnaged to permit the use of Wire Slings (Note: Crane charges not included in handling rates.)			
Each lift or package weighing 1,000 lbs and over	\$2.75	\$5.72	\$6.18
Each lift or package weighing 500 lbs to 999 lbs	\$2.75	\$7.37	\$8.23
Each lift or package weighing 100 lbs to 499 lbs	\$2.75	\$9.14	\$9.61
EXCEPTIONS:			
Direct movements between ocean going vessels and rail cars and/or trucks * (* See Item# 304 for the applicable (Terminal Use) handling rate.)	\$2.75		
Direct movements of less than 3,000 tons between ocean going vessels and river barges	\$1.85		
Direct movements of 3,000 tons or more between ocean going vessels and river barges	\$1.25		
Pig Iron – direct vessel to barge	\$.86		
Pig Iron – vessel to pad at ASPA facility	\$1.05		

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

336...LUMBER, VENEER, OR FOREST PRODUCTS

(EFFECTIVE: October 1, 2008)

NOTE: Loose pieces not accepted. Goods must be in bundles or packages.

	Wharfage*	Unloading	Loading
Namely box or barrel materials, including billets spokes, handles or handle materials, dowels (in the rough turned), stave bolts or billets, laths, squares, blocks, molding and/or door or window framing:			
In packages weighing less than 50 lbs	\$2.75	\$25.38	\$25.38
In packages weighing 50 lbs to 100 lbs	\$2.75	\$21.38	\$21.38
In packages weighing over 100 lbs	\$2.75	\$16.90	\$16.90
In packages weighing 500 lbs meeting requirements as shown in Item 170 (Unitized Cargo)	\$2.75	\$10.54	\$10.54
FLOORING, (In packages/pallets)	\$2.75	\$11.02	\$12.21
LOGS, POLES, OR PILINGS, 65' or less. . . . From or to flatcars or trucks (bundled)	\$2.75	\$4.31	\$5.73
LOGS, POLES, OR PILINGS, 65' or less. . . . From or to flatcars or trucks (loose)	\$2.75	\$8.43	\$9.73
LOGS, POLES, OR PILINGS, over 65':. . . . From or to flatcars or trucks (bundled)	\$2.75	\$5.73	\$7.73
LOGS, POLES, OR PILINGS, over 65':. . . . From or to flatcars or trucks (loose)	\$2.75	\$9.36	\$10.92
RAILROAD CROSSTIES OR SWITCH TIES And TIMBERS (6" x 6" and over), fence posts 6') (Bundled)			
From or to open top rail cars	\$2.75	\$8.17	\$9.09
From or to flatbed trucks or flatcars	\$2.75	\$4.67	\$5.35
	Wharfage*	Unloading	Loading

PLYWOOD OR VENEERS, STRANDBOARD, BUILT-UP WOODS (Bundled) (See Note 2)			
From or to boxcars or vans	\$2.75	\$5.18	\$5.73
From or to flatbed trucks	\$2.75	\$4.11	\$4.87
EXCEPTIONS: A.) On multiple car shipments of plywood, (8) rail cars or more, at assigned berth for unloading	\$2.75	\$4.67	
LUMBER, OR OTHER FOREST PRODUCTS NOT SPECIFIED: EXAMPLE – HICKORY BILLETS, LAMINATED BEAMS, BEAMS, HEADERS, COLUMNS, DOORSKINS, MOLDING, CEDAR SHINGLES, FIREDOOR CORES, TIMBER MATS, SIDING, FENCING (Bundled) (See Note 2)			
From or to boxcars or vans.	\$2.75	\$8.24	\$8.65
From or to flatbed trucks or flatcars	\$2.75	\$4.11	\$4.87
EXCEPTIONS: Lumber for export, Wharfage per 100 gross (RGH) / net (S4S) board feet or fraction thereof (See Note 2)	\$.45		

NOTE 1 - Rates shown for loading do not apply to Bulkhead Chain Flat rail cars.

NOTE 2 - Unloading export bundled lumber and plywood from flatbed trucks will be unloaded at the flat rate of \$62.50 per truck load. Upon request, and only during STRAIGHT TIME hours, flatbed trucks containing export lumber, plywood, fiberboard, strand board and cross ties when in bundles to be unloaded from one truck for delivery to one place (no separations), and skidded or so dunnaged to permit use of fork-lift machines, will be unloaded at a charge of \$62.50 per truck load. (See Item 402)

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

338...MACHINERY OR MACHINES AND/OR PARTS

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
Grading or Road Making Implements, SU	\$2.75	\$9.95	\$10.21
Machinery and/or Parts NOS	\$2.75	\$9.24	\$9.95

342...PAPER AND PAPER ARTICLES

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
Paper, Waste or Scrap in Bales	\$2.75	\$10.23	\$11.15

Kraft Linerboard (KLB) (Rolled Products) Fibreboard/Newsprint/Wrapping Paper in Rolls			
Rolls weighing less than 3,000 lbs	\$2.75	\$6.31	\$6.54
Rolls weighing 3,000 lbs and over	\$2.75	\$5.18	\$5.35

EXCEPTIONS:

All Rolls Received For Vacuum Lifting			
Rolls weighing less than 3,000 lbs	\$2.75	\$8.34	
Rolls weighing 3,000 lbs and over	\$2.75	\$7.22	

Fiberboard rolls from flatbed trucks		\$4.17	
ANNUAL VOLUME INCENTIVE HANDLING: One shipper or one receiver 25,000 tons or more in a twelve (12) month period.			
Rolls weighing less than 3,000 lbs		\$5.99	\$6.23
Rolls weighing 3,000 lbs and over		\$4.93	\$5.12

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

352...STONE - (Wharfage and Loading)

(EFFECTIVE: October 1, 2008)

Namely Cornwall, Granite, Marble, Onyx	Wharfage*	Unloading	Loading
To rail cars	\$2.75		\$8.49
To flatbed trucks	\$2.75		\$4.29

356...TIRES, RUBBER, PNEUMATIC AND PARTS

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
Tire Treads, Tires, Flaps, or Reliners, Auto	\$2.75	\$10.21	\$10.21

358...WALLBOARD, or HARDBOARD

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
Bundled from or to boxcars or vans	\$2.75	\$6.74	\$7.61
Bundled from or to flatbed trucks or flatcars	\$2.75	\$4.48	\$5.04

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

360...WOODPULP

(EFFECTIVE: October 1, 2008)

	Wharfage*	Unloading	Loading
<u>UNITIZED PULP</u> (boxcars or vans)			
Bales weighing 500 lbs or more in 6 or 8-Bale units	\$2.56	\$5.04	\$5.30
Bales weighing less than 500 lbs in 6 or 8-Bale units	\$2.56	\$5.94	\$6.16
<u>UNITIZED PULP</u> (flatbed trucks)			
Bales weighing 500 lbs or more in 6 or 8-Bale units (UNITIZED)	\$2.56	\$3.81	\$4.06
Bales weighing less than 500 lbs in 6 or 8-Bale units (UNITIZED)	\$2.56	\$4.49	\$4.71
<u>LOOSE PULP</u> (boxcars or vans)			
Bales weighing 500 lbs or more, loose	\$2.56	\$5.94	\$6.16
Bales weighing less than 500 lbs, loose	\$2.56	\$6.81	\$7.05
<u>ROLL PULP</u> (boxcars or vans)			
ROLLS weighing 3,000 lbs or more	\$2.56	\$5.18	\$5.35
ROLLS weighing less than 3,000 lbs	\$2.56	\$6.31	\$6.54

EXCEPTIONS:

All Rolls Received For Vacuum Lifting			
Rolls weighing less than 3,000 lbs	\$2.75	\$8.34	
Rolls weighing 3,000 lbs and over	\$2.75	\$7.22	

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

362...VEHICLES, MOTOR AND PARTS
(EFFECTIVE: October 1, 2008)

Self-Propelled	Wharfage*	Unloading	Loading
Automobiles (Each)	\$18.40	\$57.70	\$57.70
Trucks over 5,000 lbs (Each)	\$18.40	\$49.45	\$49.45
Trucks 5,000 lbs or less (Each)	\$18.40	\$41.25	\$41.25
Motor Homes, Buses (Passenger) Camping vehicles, self-propelled	\$2.75	\$8.16	\$8.83
<u>Non-self propelled</u> , mobile homes, vans, freight trailers, and camper trailers	\$2.75	\$8.49	\$9.14

366...MILITARY VEHICLES

(EFFECTIVE: October 1, 2008)

NOTE: To qualify for self-propelled rate, all vehicles must be in running condition. If not, the rate for other services at cost plus 15% will apply.

Self-Propelled	Wharfage*	Unloading	Loading
Automobiles (Each)	\$18.40	\$57.70	\$57.70
HMMWVs (Each)	\$18.40	\$36.35	\$36.35
Trucks 5,000 lbs or less (Each)	\$18.40	\$41.25	\$41.25
Trucks over 5,000 lbs (Each)	\$18.40	\$49.45	\$49.45
Recovery Vehicle (Each)	\$18.40	\$49.45	\$49.45
Armored Personnel Carriers	\$2.75	\$6.27	\$6.27
Tanks	\$2.75	\$6.79	\$6.97
<u>Non-self propelled</u> , freight trailers, vans	\$2.75	\$8.49	\$9.14

(* Heavy Lift Wharfage – See Section 4, Item 406, Page 50)

General Cargo Tariff 1-E

SECTION FOUR – GENERAL CHARGES

400...CHARGES FOR MISCELLANEOUS SERVICES

(EFFECTIVE: October 1, 2008)

Rates and charges for services not otherwise provided for in this tariff, will be assessed at a rate of cost plus fifteen (15%) percent, if applicable. Miscellaneous services required by shipping or delivery documents and other customer requirements that are performed during unloading or loading, after cargo is placed at point of rest or before cargo is placed at the end of ships tackle include but are not limited to the services defined below.

Charges for miscellaneous services do not include any other Wharfage or Handling charges due on the cargo.

Cleaning roll ends to remove debris or imbedded matter from the top or bottom of a roll will be performed and charged at the rate of \$23.75 per unit when performed at point of rest.

Detailed checking to document detailed exceptions or any other additional cargo status reporting will be performed and charged at the rate of \$.62 per NT.

Draying or transferring cargo between point of rest and any other location within the port is calculated by multiplying the lowest tariff load rate for the cargo by 1.5 for all items other than woodpulp.

Woodpulp dray rates are calculated by multiplying the lowest tariff load rate for the cargo by 1.2

Commodity	Weight x tariff	Rate multiplier
Woodpulp	Tariff truck rate	1.2

Jacking cores when roll cores are crushed or distorted and are reconfigured using a core probe or jack will be performed at the rate of \$174.00 per unit when performed at point of rest.

Woodpulp Marking, Labeling, Stenciling or killing of a mark, or any other marking of cargo. If more than (3) different per unit are required, service must be performed while cargo is at rest.

Number of Marks	Total Weight	At Handling	At Point of Rest
1 per Unit		\$.95	\$2.80
2 per Unit		\$1.40	\$3.48
3 per Unit		\$1.86	\$4.20

Plugging rolls by inserting a plug into the core of a roll will be performed and charged at the rate of \$.62 per net ton when performed during handling and at the rate of \$23.75 per unit when performed at point of rest.

Recoopering, repairing, gathering together or re-unitizing cargo will be performed and charged at the rate of cost plus 15% whether performed during handling or at point of rest.

Rolling rolls with the use of rotating clamps for the purpose of viewing the roll top, bottom and core will be performed and charged at the rate of \$.62 per NT.

Scanning or using scanning equipment for the purpose of clerking, checking and/or generating electronic reports will be performed and charged at the rate of \$.62 per nt.

Securing, bracing and blocking of cargo for shipment on inland conveyance or required after placement of cargo to point of rest will be performed and charged at the rate of cost plus 15% whether performed during handling or at point of rest.

Separating a lot or shipment of cargo and placement into more than one stockpile at the same location by size, kind, grade, brand, mark or other identification. Charges will be calculated using the chart below to multiply the total weight (net tons) by either the “at handling” or “at rest” rates.

Separations	Total Weight	At Handling	At Point of Rest
1 to 5	Lot or Conveyance	\$.73	\$2.14
6 to 10	Lot or Conveyance	\$.95	\$2.35
11 or more	Lot or Conveyance	\$1.18	\$2.58

Shrink wrapping with light to moderate wrapping of cargo including rolls will be performed and charged at the rate of \$.62 per net ton when performed during handling and at the rate of \$23.75 per unit when performed at point of rest.

Stand by time may be charged when the permittee has been authorized to perform a service, has labor and equipment ordered to perform the service but is delayed due to fault of customer, customer’s representative or the customer’s transportation company at the rate of cost plus 15%.

Taping with light to moderate taping of cargo including roll cores and/or wrappers will be performed and charged at the rate of \$.62 per net ton when performed during handling and at the rate of \$23.75 per unit when performed at point of rest.

Trimming cores when cores must be trimmed to insert plugs will be performed at the rate of \$23.75 per unit when performed at point of rest.

Trimming rolls to remove damaged layers of wrapping and re-securing the remainder to the roll will be performed at the rate of \$69.70 per unit when performed at point of rest.

Unitizing Woodpulp when loose bales of pulp are made into 6 or 8 bale units using banding material the charges will be calculated using the chart below.

Banding material	Bales 500 lbs and over	\$11.29 per nt
Banding material	Bales less than 500 lbs	\$13.30 per nt

Consolidation (Import Lumber) – [Ref Item# 112] the assembly of any individual shipment or individual lot of freight from more than one lot, stock or pile at the same location. Charges will be calculated using the chart below to multiply the total weight (net tons) by either the “at handling” or “at rest” rates.

Consolidations	Total Weight	At Handling	At Point of Rest
1 to 5	Lot of Conveyance	\$.73	\$2.14
6 to 10	Lot of Conveyance	\$.95	\$2.35
11 or more	Lot of Conveyance	\$1.18	\$2.58

402...UNLOADING BUNDLED LUMBER, PLYWOOD, FIBERBOARD, AND STRAND BOARD FROM FLATBED TRUCKS

(EFFECTIVE: October 1, 2008)

Upon request, and only during STRAIGHT TIME hours, owner's or leased flatbed trucks containing lumber, plywood, fiberboard, strand board and cross ties when in bundles to be unloaded from one truck for delivery to one location (no separations), and skidded or so dunnaged to permit use of fork-lift machines, will be unloaded at a charge of \$62.50 per truck load. Wharfage charges and charges for services otherwise provided will be in addition. Prior arrangements must be made with specific party performing the service. Under this arrangement, Alabama State Port Authority has no liability for any loss or damage. For limits of liability please refer to ITEM 244 subsection "Limits of Liability"

404...LOADING AND/OR UNLOADING UNITS EQUIPPED WITH CARGO PROTECTING DEVICES AND/OR RAIL CARS WITH SMALL DOOR OPENINGS

(EFFECTIVE: October 1, 2008)

When any of the carriers, rail, truck, or barge, serving the Alabama State Port Authority furnish units for the transportation of cargo and such units are equipped with cargo protecting devices and/or railcars are furnished with door openings less than 8 feet wide which create an extra operational expense, the Alabama State Port Authority will bill an additional \$3.96 per ton for the extra cost involved to the party for whose account the cargo is handled.

406...HEAVY LIFT

(EFFECTIVE: October 1, 2008)

Any cargo that cannot be handled with a single lift machine, or weighs 30,000 lbs or more.

Heavy Lift handling rates will be quoted by Cargo Handling Permittees performing service on behalf of the Alabama State Port Authority, which will bill and collect such charges.

Securing and any additional labor charges shall be billed at cost plus 15% and are not included in the heavy lift rate.

Crane and/or other special equipment shall be billed at cost and in addition to any other applicable rates and will be quoted on request by permittee.

Heavy lifts are performed by appointment only through the permittee making the lift.

Wharfage for heavy lift and Project cargoes weighing 30,000 pounds or more will be billed at the rate of \$4.35 per NT. Lifts weighing less than 30,000 pounds will continue to be billed at \$2.75 per NT.

Alabama State Port Authority may enter into contracts with shippers or receivers to provide heavy lift wharfage rates other than specified above. Further, separate terms and conditions may be negotiated upon request for large volume movements. Please contact GCI Operations at 251-441-7234 for assistance.

408...FACILITY CLEANUP CHARGE

(EFFECTIVE: October 1, 2008)

The Alabama State Port Authority shall make clean, remove and dispose of all trash and debris from each of its operating facilities. A Facility Cleanup Charge will be assessed to all Vessels, Ocean barges and LASH barges loading and/or discharging cargo at any of the ASPA General Cargo Facilities for the removal of trash and debris associated with the use of the Authority's facilities. The Facility Cleanup charge will be assessed to the vessel and/or the agent of record submitting the berth application regardless of any ocean freight terms and/or any charter agreements to which the Authority is not a party.

Rates and charges connected with trash and debris removal associated with a working vessel shall be as follows:

Cargo Lifted/ Discharged		Rate
0	499	\$464
500	2,999	\$784
3,000	5,999	\$1099
6,000	9,999	\$1421
10,000	14,999	\$1844
15,000	And Over	\$2340

EXCEPTIONS:

1. Dumping of household garbage or galley "slops" is prohibited.
2. Cleanup of oil or hydraulic fluid leakage from cargo handling equipment is to be performed immediately by party handling the cargo. If necessary for Alabama State Port Authority to clean, then cost plus 15 percent is applicable.
3. Vessels at berth to load and/or discharge only containers (loaded or empty) will be assessed \$134 per vessel. Vessels which load/discharge breakbulk cargo in addition to containers will be assessed \$134 for container tonnage plus balance of breakbulk cargo tonnage at above published rates.
4. Vessels at berth to load/discharge cargo direct from/to barges only (including bulk liquids) and do not use wharf or leave trash or debris alongside - no charge.
5. Vessels at berth to load/discharge cargo direct from/to trucks, rail cars, or other conveyance and utilizing wharf and/or marginal tracks will be assessed cleaning charges at cost plus 15 percent based of amount of cleaning necessary with minimum charge of \$112.
6. Lash and Seabee Barges will be assessed \$174 per barge.

DUMPING:

Charges for cleanup of dunnage or debris not associated with cargo handling at the Alabama State Port Authority's facilities or vessels or operations requiring special or abnormal cleaning requirements shall be billed at cost plus 15 percent.

CARGO HANDLING PERMITTEES:

Cleaning charges associated solely with activities of cargo handling permittees at Alabama State Port Authority's facilities shall be assessed against the individual permittee involved at a rate of \$.096 per ton. Services performed at other than publishes tariff rates including but not limited to stripping/stuffing, packaging, reworking, blocking, bracing/securing, transfer of cargo, etc., requiring subsequent cleaning shall be assessed at cost plus 15 percent.

410...RENTAL OF FREIGHT HANDLING MACHINERY OR EQUIPMENT

(EFFECTIVE: October 1, 2008)

The Alabama State Port Authority will rent equipment, when available, for use by others operating on its facilities upon proper completion of Equipment and Machinery Rental Agreement form at the time of acceptance of the equipment. The rate is:

Forklift Machine, without operator, Pounds Lift 62,500 - \$105.00 per hour.

Minimum charge of Forklift machines is two (2) hours.

412...DOCKAGE CHARGES (See NOTES)

(EFFECTIVE: October 1, 2008)

Dockage charges shown will be assessed against ALL vessels using any facility of the Alabama State Port Authority unless otherwise specifically delineated in the individual facility's tariff.

Dockage at Loading berth will be assessed as follows:

ALL VESSELS (except RIVER, LASH and SEABEE barges):
AT ALL WHARVES LENGTH OVERALL OF VESSEL

In Feet		In Meters		Rate Per Foot - Per 24 Hour Day
Over	Not Over	Over	Not Over	
0	199.9	0	60.93	\$2.40
200	399.9	60.94	121.89	\$3.12
400	499.9	121.90	152.37	\$4.17
500	599.9	152.38	182.85	\$5.54
600	699.9	182.86	213.33	\$6.39
700	799.9	213.34	243.81	\$8.10
800	899.9	243.82	274.29	\$9.67
900	Above	274.30	Above	\$11.48

The minimum charge for vessel dockage shall be assessed at the rate of \$75.00 per day.

RIVER, LASH AND SEABEE BARGES:

Barge dockage at the General Cargo Wharves will be assessed at the rate of \$83.00 per barge, per day for standard River, LASH and SEABEE barges not exceeding 195 feet LOA.

All inland/river barges exceeding 195 feet LOA will be assessed at the dockage rate of \$164.00 per barge, per day.

Dockage will be assessed against all barges whether in berth or moored alongside any vessel for the purpose of delivering or receiving cargo.

The ASPA is not a party to the various charter and/or cargo agreements between barge owners, shippers and/or agents involved with barge transportation and will hold the owner of each barge operating within it's general cargo terminal, responsible for all dockage charges incurred by or against the barge to include barges working alongside any vessel berthed at it's facilities.

EXCEPTIONS:

(1) Minimum charge for dockage for River, Lash, Seabee barges and Tugs shall be assessed at the rate of \$83.00 per day.

(2) Dockage for any self trimming bulk carrier loading grain at Pier D River End from the Authority's elevator will be assessed at a flat rate of \$2.75 per gross registered ton as published in LLOYD'S REGISTER OF SHIPPING BOOK, without regard to the number of days the vessel is berthed at the elevator berth; all other vessels ('tween deck, tanker, ocean barge, etc.) will be charged \$2.86 per gross registered ton. This cap will only apply during actual loading operations and will not apply to any time in berth for layberth, cleaning, inspection, and detention or for any other time in berth at any of the Authority's other berths.

(3) All vessels discharging bulk cargoes at General Cargo piers or wharves shall be assessed the applicable dockage charge as delineated in the Bulk Division Tariff No. 2.

NOTE 1: All dockage charges will be based on a twenty-four (24) hour day.

Dockage will be computed on the basis of Length Overall of vessel as published in LLOYD'S REGISTER OF SHIPPING BOOK in the case of vessels, and on the gross hull tonnage of River, Lash or Seabee barges, or as determined by rules of the Alabama State Port Authority, as the case may be. Unless advised to the contrary, in advance of docking, dockage on river barges will be assessed against the owner of the cargo.

EXCEPTIONS:

(a) Container Vessels lifting and discharging cargo at the Alabama State Port Authority Container Berth (Pier No. 2) utilizing the Authority's Container Crane shall be assessed Dockage on a one half day (12 hours) minimum basis. Subsequent to first twelve (12) hours, dockage will be billed on a proportionate basis thereafter.

(b) Vessels operating solely in the commercial domestic service of the United States shall be assessed one dockage period of twenty-four (24) hours at any of the General Cargo piers for stays of less than seventy-two (72) hours. Full tariff dockage rates will apply in twenty-four (24) hour increments for all time in berth beyond the seventy-two (72) hour maximum. This exception is applicable only to vessels at berth loading or discharging cargo to or from the General Cargo facilities.

(c) Vessels operating predominately in the commercial domestic service of the United States, loading or discharging cargoes of less than fifty (50) percent foreign destination or origin, shall be assessed two (2) dockage periods of twenty-four (24) hours at any of the General Cargo piers for stays of less than seventy-two (72) hours. Full tariff dockage rates will apply in twenty-four (24) hour increments for all time in berth beyond the seventy-two (72) hour maximum. This exception is applicable only to vessels at berth loading or discharging cargo to or from the General Cargo facilities.

(d) Dockage rates for non-cargo vessels such as offshore rigs, pipe laying, research/scientific, offshore supply or any irregularly shaped vessel will be quoted by the General Cargo Division, upon request, based on vessel activity and/or dock space required while in berth.

(e) Dockage rates for vessels loading chilled and frozen cargoes will be capped at five (5) working days at full dockage and 50% of the applicable rate thereafter.

NOTE 2: Vessels making application for layberth status, in advance of docking, may be granted such status if approved by the manager of the facility for the berth requested. Layberth dockage shall be assessed at 50 percent of the applicable published dockage of the first 24-hour period loading berth rate, for each 24-hour period at layberth.

(1) Vessels allowed to remain at berth upon completion of working may apply for layberth status only to commence upon expiration of billing period for that vessel's work status.

(2) Vessels that are allowed to dock at least twenty-four (24) hours prior to starting work may apply for layberth status.

(3) Vessels shifting from one Alabama State Port Authority's facility layberth to another will be allowed continuous layberth status.

(4) Applications for layberth status will not be considered once the vessel has sailed.

NOTE 3: Tugs and/or towboats when landing tows are exempt from dockage charges. When a tug is waiting (assist) an ocean barge, which is working, the tug is exempt from dockage charges. When tug and barge are at layberth, both will be assessed the applicable dockage charges.

NOTE 4: A grace period of 2 hours will be allowed for each 24 hour period, limited to a maximum of 6 hours the first three days.

414...TERMINAL STORAGE CHARGES

(EFFECTIVE: October 1, 2008)

Note: These rates must be applied for in advance to and confirmed in writing by the Manager, GCI Operations. Approval may be granted only when adequate space is available.

Cargo removed from shipside areas and placed in designated storage areas will be subject to terminal storage charges, in addition to charges for wharfage, transfer, wharf demurrage, loading, unloading or charges for any other services performed. All periods of storage are based on calendar days including Saturdays, Sundays and holidays and cargo incurring a fractional part of any storage period will be charged for the full period. In extenuating circumstances and prior consultation with the specific parties involved, the Authority reserves the right to order removal of cargo by the stevedore performing the service. Storage status may be designated at ASPA discretion upon application prior to arrival of cargo.

IN WAREHOUSES AND TRANSIT SHEDS - \$1.11 per net ton for the first 15-day period and each successive 15-day period thereafter.

IN OPEN AREAS - \$.80 per net ton for the first 15-day period and each successive 15-day period thereafter.

EXCEPTIONS:

NOTE: Cargo which may be damaged in transit or in loading or discharge to or from vessels and is excepted and refused for transportation for any reason and remains on the premises of Alabama State Port Authority for a period of six (6) months will be removed and sold for scrap. Prior to removal, all involved parties will be notified and all outstanding charges will be assessed and are due at the date of disposal.

416...SHEDDAGE AND/OR MARGINAL TRACK USE CHARGES

(EFFECTIVE: October 1, 2008)

Except as otherwise provided in this Item, Sheddage and/or Marginal Track Use Charges will be assessed against ALL vessels at the General Cargo Wharves and Piers as follows:

VESSELS (other than Tugs and Towboats):

\$.072 per GRT of vessel or Hull ton of barges for period of 16 days or less; and
\$.0479 per GRT of vessel or Hull ton of barges for period of 17th day through 21st day or part thereof. (Beyond 21st day the above charges will repeat the schedule.)

EXCEPTIONS:

Vessels or barges are exempt from sheddage or marginal track use charges under the following conditions:

- (a) Vessels while in an approved layberth status.
- (b) River, LASH or SEABEE barges at temporary berth for fleeting purposes only.
- (c) River barges at berth for sole purpose of loading or discharging cargo having a subsequent or immediate prior movement in foreign or domestic offshore commerce of the United States.
- (d) Vessels to load or discharge cargo normally handled at one of the Alabama State Port Authority Bulk Handling facilities and due to congestion of that facility is allowed to work at a general cargo berth.
- (e) Ocean Carriers loading and/or discharging cargo at the general cargo piers of the Alabama State Port Authority with vessels in continuous service and making more than sixty-five (65) port calls in a twelve (12) month period. Assessment of Sheddage will cease with the sixty-six (66) port call and be discontinued the remainder of that particular twelve (12) month period.

417...FREE TIME FOR ASSEMBLING EXPORT AND OUTBOUND COASTWISE OR INTERCOASTAL CARGO

(EFFECTIVE: October 1, 2007)

For the purpose of assembling cargo for export, the following free time will be allowed: 30 calendar days including Saturdays, Sundays, and Holidays are allowed in transit sheds, shipside warehouses and open areas at shipside, in the care, custody and control of the vessel, after which the shipment will be subject to wharf demurrage charges (See Item 418) as provided in this tariff or removal to back storage warehouses or back open storage areas at charges for handling and terminal storage as otherwise provided in this tariff. If storage space is not available in our terminal storage areas, the cargo may be transferred to a private or public warehousing facility away from the docks area at owner's expense, and will be subject to lien for accrued tariff charges. (See Exceptions)

EXCEPTIONS:

VEHICLES, including buses, motor homes, trucks and trailers will be allowed a free time period of seven 7 calendar days.

418...WHARF DEMURRAGE CHARGES APPLICABLE ON EXPORT AND OUTBOUND COASTWISE AND INTERCOASTAL CARGO

(EFFECTIVE: October 1, 2008)

Upon expiration of free time, subject to provisions of Item 417, outbound cargoes may be permitted to remain in the transit sheds and shipside warehouses in the care, custody and control of the vessel. All periods of wharf demurrage are based on calendar days (including holidays and weekends). Cargo incurring a fractional part of any wharf demurrage period will be charged for the full period.

IN TRANSIT SHEDS AND SHIPSIDE WAREHOUSES OR OPEN AREAS

\$.29 per net ton per day until removed from the premises

EXCEPTIONS:

EXPORT LUMBER

Three (3) pounds per gross board footage will be used when determining weight on export lumber for demurrage billing.

VEHICLES, INCLUDING BUSES, MOTOR HOMES, TRUCK AND TRAILERS:

\$1.80 per vehicle per day for each of the first 15 days
\$3.60 per vehicle per day for each day thereafter until removed

NOTE: Cargo which may be damaged in transit or in loading or discharge to or from vessels and is excepted and refused for transportation for any reason and remains on the premises of Alabama State Port Authority for a period of six (6) months will be removed and sold for scrap. Prior to removal, all involved parties will be notified and all outstanding charges will be assessed and are due at the date of disposal.

419...FREE TIME ALLOWED ON IMPORT AND INBOUND COASTWISE AND INTERCOASTAL CARGO

(EFFECTIVE: July 1, 2004)

(Not Applicable on Cargo Handled Direct)

30 calendar days including Saturdays, Sundays and Holidays will be allowed on import and inbound coastwise and intercoastal cargoes in the transit sheds, shipside warehouses and shipside open areas, in the care, custody and control of the vessel in order to effect the delivery. After expiration of free time the cargo will be subject to removal to back storage areas at charges for handling and terminal storage as provided in this tariff. If terminal storage space is not available the cargo may be transferred to a private or public warehousing facility, located off Alabama State Port Authority premises, at the owner's expense, and will be subject to lien for all accrued tariff charges. (See exceptions).

EXCEPTIONS:

VEHICLES, including buses, motor homes, trucks and trailers will be allowed a free time period of seven (7) calendar days.

REQUEST FOR FREE TIME EXTENSION

In the event of unusual circumstances, requests for extension of free time will be considered by the Authority when submitted in writing prior to expiration of normal free time. The Alabama State Port Authority reserves the right to grant or refuse any request or extension of free time.

420...WHARF DEMURRAGE CHARGES APPLICABLE ON IMPORT AND INBOUND COASTWISE AND INTERCOASTAL CARGO

(EFFECTIVE: October 1, 2008)

Upon expiration of free time, subject to provisions of item 419, inbound cargoes may be permitted to remain in the transit sheds, shipside warehouses, and shipside open areas in the care custody, and control of the vessel at rates provided in this item, which are based on calendar days including weekends and holidays. Cargo incurring a fractional part of any wharf demurrage period (day) will be charged for the full period (day).

IN TRANSIT SHEDS AND SHIPSIDE WAREHOUSES OR OPEN AREAS

\$.29 per net ton per day until removed from the premises

EXCEPTIONS:

IMPORT LUMBER & WOOD PRODUCTS COVERED BY ITEM 336

\$.52 per net ton per day for the first 30 days
\$1.04 per net ton per day for the second 30 days
\$2.08 per net ton per day thereafter

VEHICLES, INCLUDING BUSES, MOTOR HOMES, TRUCK AND TRAILERS

\$1.80 per vehicle per day for each of the first 15 days
\$3.60 per vehicle per day for each day thereafter until removed

Pig Iron and Scrap Metals at Pier D Pig Iron Terminal

Upon expiration of 30 days free time granted per item 419, demurrage will be assessed on cargo remaining at Pier D Pig Iron Facility at the following daily rates:

No charge during free-time period 1st through 30th days
\$.0229 per net ton per day for the 31st through 60th days
\$.0458 per net ton per day for the 61st through 90th days
\$.0686 per net ton per day for the 91st and over days

NOTE: Cargo which may be damaged in transit or in loading or discharge to or from vessels and is excepted and refused for transportation for any reason and remains on the premises of Alabama State Port Authority for a period of six (6) months will be removed and sold for scrap. Prior to removal, all involved parties will be notified and all outstanding charges will be assessed and are due at the date of disposal.

421...CARGO DAMAGED BY FIRE, FLOOD, ETC, WHILE ON PORT PREMISES

(EFFECTIVE: December 23, 2005)

Cargo that sustains damage due to fire, flood and other occurrences while on Port premises must be removed promptly to provide for the flow of commerce. If not removed within 30 days of notification by the Port, the cargo will be removed and sold or disposed of. Prior to removal, all involved parties will be notified and all outstanding charges will be assessed and are due at the date of disposal.

422...HARBOR FEE

(EFFECTIVE: October 1, 2008)

All vessels including tugs and barges engaged in foreign, domestic, offshore, coastwise or intercoastal trades entering the Port shall be assessed a harbor fee to defray the expense associated with local sponsorship of the Mobile Ship Channel and port and harbor administration as provided below:

Vessels under 350 feet LOA..... \$565.00
Vessels of 350 feet LOA up to 750 feet.... \$985.00
Vessels exceeding 750 feet LOA..... \$1,165.00

SUPPLEMENTAL HARBOR FEE, DUAL CHANNEL ACCESS:

All vessels including tugs and barges engaged in foreign, domestic, offshore, coastwise or intercoastal trades entering the Port and utilizing dual channel access of the Mobile Ship Channel and Theodore Ship Channel shall be assessed a harbor fee to defray the expenses of local sponsorship connected with both channels as well as port and harbor administration as provided below:

Vessels under 350 feet LOA..... \$900.00
Vessels of 350 feet LOA and over\$1,285.00

EXCEPTIONS:

Vessels entering the harbor for the sole purpose of receiving bunker fuel for consumption of said vessel will be charged one-half of the above applicable fee. Integrated tug/barge wherein the tug remains secured in place shall be charged as one unit.

The following are exempted from harbor fees:

- (a) Military warships, Coast Guard and National Oceanic & Atmospheric Agency vessels
- (b) Private noncommercial pleasure crafts
- (c) Fishing boats
- (d) Vessels, tugs and barges with operations confined to inland waterways or intercoastal canals
- (d) Vessels operating solely in the commercial domestic service of the United States.

For the purpose of assessing the above fees the length overall (LOA) of vessels, tugs, and barges shall be the LOA shown in Lloyds Register of Shipping Book as the official LOA of the vessel or as determined by measurement of the vessel, tug or barge. Harbor fees shall be paid to the Alabama State Port Authority.

423...HARBOR PILOT / SHIFTING CHARGES

(EFFECTIVE: October 1, 2008)

CHARGES BETWEEN ZONES

1. MAIN HARBOR (McDuffie Terminal to Cochrane Bridge)	\$450.00
2. MAIN HARBOR TO MOBILE/CHICKASAW	\$795.00
3. MOVEMENT ABOUT CHICKASAW CREEK (without passing through CSX railroad bridge)	\$410.00
4. MAIN HARBOR TO ABOVE COCHRANE BRIDGE	\$900.00
5. MOVEMENT ABOUT TENSAW RIVER (without passing through CSX bridge) OR ABOUT MOBILE RIVER ABOVE COCHRANE BRIDGE	\$450.00
6. MAIN HARBOR TO BELOW MCDUFFIE TERMINAL	\$795.00

IN ADDITION TO THE ABOVE ZONE CHARGES THE FOLLOWING FEES SHALL APPLY

(a) Vessels from 000 feet to 499.9 feet in length	\$200.00
(b) Vessels from 500 feet to 599.9 feet in length	\$245.00
(c) Vessels from 600 feet to 699.9 feet in length	\$385.00
(d) Vessels from 700 feet to 799.9 feet in length	\$450.00
(e) Vessels from 800 feet to 899.9 feet in length	\$555.00
(f) Vessels over 900 feet in length	\$685.00
(g) Special docking (turning, stern-in)	\$165.00

OTHER CHARGES

(h) Cancellation within two (2) hours of scheduled shift	\$225.00
(i) Detention, stand-by, special services, etc. (per hour or part thereof if delay exceeds one (1) hour)	\$225.00
(j) Assisting pilot	Standard Pilot Rate
(k) Vessel without power and/or steering: Deep Sea Barges	Double Zone Rate + Length
Double zone rate shall not apply when vessel moved along dock in the same slip.	
(l) Putting vessel on/off dry-dock. Shifting oil rig/dry dock.	Double Zone Rate + Length + \$250.00
(m) Putting a vessel without power on/off dry dock	Double Zone Rate + Length + \$500.00
(n) Shifting a vessel with a draft over 35 feet	Add \$150.00

426...TRUCK SCALE CHARGE

(EFFECTIVE: October 1, 2007)

A minimum charge of \$12.00 per truck shall be assessed against any truck utilizing the Authority's truck scales. The \$12.00 charge shall include one heavy and one light weighing per port call and shall be paid prior to use of the scale unless other satisfactory payment arrangements have been made in advance.

455...FRESH WATER

(EFFECTIVE: October 1, 2008)

Rate of charge for water supplied to vessels by the Alabama State Port Authority at its wharves where the service is available will be \$8.25 per 1,000 gallons, subject to the following rates and procedures:

1. Hookup Fee:

Regular hours (7:00 a.m. - 3:30 p.m., Monday through Friday; except holidays) \$68.00

Overtime hours (3:31 p.m. - 6:59 a.m., Monday through Friday, weekends/Holidays) \$200.00

2. Minimum Invoice \$ 75.00

Flow Rate

- 180 gal per minute per hose
- 250 gal per ton = approximately 20 tons per hour
- 6" main to 2-1/2" pipe

NOTE:

(a) If agent/vessel representative fails to sign water ticket upon the completion of watering, then the agent/vessel agrees to accept the Alabama State Port Authority reading charges for the connection.

(b) Agent/Vessel assumes responsibility for water meter while connected to the vessel. If meter is lost, replacement cost plus estimated water usage based on 200 gallons per minute during time of hookup until disconnection of the vessel will be assessed.

(c) Prior to requesting hookup for fresh water, the vessel will be "made ready", i.e., hose with appropriate fittings will be available for connection to be made when ASPA personnel arrive shipside. If additional trips or standby time is necessary, due to vessel not being prepared, assessment will be cost plus fifteen percent.

456...SECURITY SURCHARGE

(EFFECTIVE: October 1, 2008)

A security surcharge, as described in this tariff item, shall be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities at the Alabama State Port Authority in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

VESSELS AND BARGES

Six (6%) percent of total dockage assessed per port call

CARGO (to be billed to the party paying wharfage)

- Break bulk \$.13 per net ton
- Dry bulk \$.0275 per net ton
- Liquid bulk \$.0275 per net ton
- Containers \$ 2.60 per loaded box
- Vehicles \$ 1.00 per vehicle
- Passengers \$ 1.00 per passenger

Users of Alabama State Port Authority services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in Section 222 of this tariff. Additionally, at the sole discretion of the Alabama State Port Authority, such users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

General Cargo Tariff 1-E

SECTION FIVE – CONTAINERIZED FREIGHT

502...PACECO CONTAINER CRANES

(EFFECTIVE: October 1, 2007)

Pier 2 is equipped with two (2) Paceco traveling cranes. Paceco #400 is a 40 long ton crane and Paceco #246 is a 30 long ton crane.

Paceco #400 has an outward reach of 113 ft. 6 in. and a backreach of 30 ft. Legs and track are on a 50 ft. center-line; with free height under the crane (portal) of 45 ft. Water leg is approximately 18 in. from face of pier. The crane has two railroad tracks beneath it available for direct rail to ship discharge. Maximum hoist height is 78.67 ft; dock height is approximately 11 ft. above mean low water.

Paceco #246 has an outward reach of 116 ft. and a backreach of 30 ft. Legs and track are on a 50 ft. center-line; with free height under the crane (portal) of 26.67 ft. Water leg is approximately 18 in. from face of pier. The crane has two railroad tracks beneath it available for direct rail to ship discharge. Maximum hoist height is 63.83 ft; dock height is approximately 11 ft. above mean low water.

Basic rental is \$375.00 per hour, subject to a minimum of 4 hours. Qualified crane operators must be provided by the stevedore.

Straight time rental hours on the Paceco Crane's are from 0700 hrs to 1530 hrs, Monday through Friday, excluding days observed as Holidays as listed in item 264 of this tariff. Overtime rental shall be considered any other hour or day not delineated as straight time.

Overtime and holiday call out subject to existing labor contracts and minimums.

Minimum charge for the Paceco Crane's is four (4) hours at straight time. After minimum call out has been met, billing minimum is one half (1/2) hour increments.

Standby rate for the Paceco Crane's is \$54.00 per hour, subject to a four (4) hour minimum.

The Paceco container crane's will not be used for general cargo lifts, when the Gottwald crane is available at Pier 2, unless such lifts are a part of ongoing vessel loading/discharging operations. However, the four-hour minimum for the Gottwald crane will be waived if the Gottwald crane is used in conjunction with the Paceco cranes.

503...GOTTWALD MOBILE HARBOR CRANE

(EFFECTIVE: October 1, 2008)

Pier 2 is also equipped with a 110 short ton Mobile Harbor Crane. This rubber tire crane has the capability of operating from Pier 2 and Pier 5.

The crane has seven axles with 28 rubber tire wheels, which enable it to traverse the entire length of all piers listed for operation for direct ship discharge or loading.

Crane capacity ranges from 110 short tons at 75 feet to 40 short tons at 164 feet with the general cargo hook. The crane is also equipped with a container spreader capable of handling 20' to 45' boxes up to 44 short tons.

Lifting capacity charts are available upon request from GCI Operations at 251-441-7235.

A one-time charge of \$187.00 will be assessed for changing call out times on the crane. A charge of \$412.00 will be assessed when the crane is ordered and then cancelled. Straight time rental hours on the Gottwald Crane are from 0800 hrs to 1700 hrs, Monday through Friday, excluding days observed as Holidays as listed in item 264 of this tariff.

Overtime rental shall be considered any other hour or day not delineated as straight time. Overtime and holiday call out subject to existing labor contracts and minimums.

Minimum charge for the Gottwald Crane is four (4) hours at the applicable straight time rate based on the heaviest lift unless used in conjunction with the Paceco crane's at Pier 2. After minimum call out has been met, billing minimum is one half (1/2) hour increments.

AT PIER 2 / PIER 5

Container Operations

Basic rental for vessel container operations, including operator, during STRAIGHT TIME hours is \$412.00 per hour, subject to a minimum of 4 hours.

The OVERTIME rate for this same type lift is \$469.00 per hour.

Vessel Operations

The rental rate for this crane when used for vessel operations will be \$264.00 per hour STRAIGHT TIME and \$297.00 per hour OVERTIME.

Basic rental for lifts over 50 short tons including operator, during STRAIGHT TIME hours is \$412.00 per hour, subject to a minimum of 4 hours.

The OVERTIME rate for this same type lift is \$447.00 per hour.

Cranes belonging to parties other than the Authority will not be allowed to operate on Pier 2 or Pier 5 when the Authority's Gottwald crane is available for use.

Terminal Lifting Rates

The rental rate for this crane when used for terminal handling operations will be determined by the heaviest lift during the rental period.

Basic rental for container operations and lifts up to 25 short tons including operator, during STRAIGHT TIME hours is \$183.00 per hour, subject to a minimum of 4 hours, for lifts to trucks or rail cars, which are not a part of ongoing vessel operations.

The OVERTIME rate for this same type lift is \$206.00 per hour.

Basic rental for container operations and lifts from 26 to 50 short tons, including operator, during STRAIGHT TIME hours is \$240.00 per hour, subject to a minimum of 4 hours, for lifts to trucks or rail cars, which are not a part of ongoing vessel operations.

The OVERTIME rate for this same type lift is \$263.00 per hour.

Basic rental for container operations and lifts from 51 to 70 short tons including operator, during STRAIGHT TIME hours is \$413.00 per hour, subject to a minimum of 4 hours, for lifts to trucks or rail cars, which are not a part of ongoing vessel operations.

The OVERTIME rate for this same type lift is \$445.00 per hour.

Basic rental for container operations and lifts from 71 to 90 short tons including operator, during STRAIGHT TIME hours is \$594.00 per hour, subject to a minimum of 4 hours, for lifts to trucks or rail cars, which are not a part of ongoing vessel operations.

The OVERTIME rate for this same type lift is \$618.00 per hour.

Rental rates for lifts 91 short tons and greater, and lifts requiring special rigging or cargo of extraordinary value will be quoted by the Authority on a case by case basis subject to a minimum of 4 hours.

504...FREE TIME ON CONTAINERS, UNDERLOAD OR EMPTY AND CHASSIS

(EFFECTIVE: October 1, 2006)

Free time allowed by Alabama State Port Authority on Containers underload or empty, containers and contents thereof, and/or chassis, if any, at all times in the continued care, custody and control of the owner or user of the container or the vessel, as the case may be, or their agents; after which charges for WHARF DEMURRAGE other-wise provided will be assessed:

Chassis	5 Calendar Days
Empty Container	5 Calendar Days
Loaded Containers (Export).	7 Calendar Days
Loaded Containers (Import).	7 Calendar Days

All containers and/or chassis (bogies), shall be removed from wharves and/or wharf aprons within 24 hours after being placed thereon. The containers should be placed in the available container spaces or other designated area, or removed from the facilities. Upon request, containers which are to be stuffed or unstuffed may be allowed additional time on the wharf if circumstances permit.

506...WHARF DEMURRAGE CHARGES APPLICABLE TO CONTAINERS AND CHASSIS

(EFFECTIVE: October 1, 2007)

Containers underload or empty having moved or to move in import, export, coastwise or intercoastal service, allowed to remain in open area designated by Alabama State Port Authority in connection with individual berths as "shipside" for the purpose of this rule, at all times in the continued care, custody and control of the vessel or its agent after expiration of Free Time will be assessed Wharf Demurrage charges:

UNDERLOAD (All Containers)

After exceeding free time first 5 days	\$5.20 per TEU/day
After exceeding free time 6 th through 10 th day	\$8.30 per TEU/day
After exceeding free time 11 th day and thereafter	\$15.60 per TEU/day

EMPTY

All Containers	\$5.20 per TEU/day in excess of free time days
Chassis	\$5.20 per TEU/day in excess of free time days

508...HANDLING CONTAINERS

(EFFECTIVE: October 1, 2008)

LOADED To/From Chassis COFC Equipment
Containers (All) \$46.80 each \$62.40 each

EMPTY
Containers (All) \$31.20 each \$62.40 each

TERMINAL USE CHARGE (Applicable on all Containers)

Loaded \$15.60

Empty \$7.30

Receiving/Delivery of out of gauge CY cargo requiring mount and dismount with special handling
- \$125.00 each

Stacking/Unstacking chassis - \$46.80 each

Rollovers, spot shifts – change of port, vessel, destination or container status – (Grounded
Container) \$55.10 each. Additional containers to be moved as a result of container
booking/rollover or container status - \$55.10 each.

REEFER SERVICES

- Electric Service - \$28.00 per unit per day
- Hook-up Fee (Straight Time) - \$33.50 per unit
- Hook-up Fee (Overtime – M-F) - \$83.20 per unit
- Hook-up Fee (Overtime - Weekend) - \$167.50 per unit
- Monitoring (M-F) - \$16.80 per unit per day
- Monitoring (Weekend) - \$167.50 per day
- Gen Sets (Mounting / Dismounting) - \$36.50 each way
- Diesel Fuel (Gen Sets) - 15% over market

TIR/EIR

\$20.80 each

A surcharge of \$56.20 per container will be charged for containers lifted from flatcars at the pier in
addition to the lift charge normally assessed containers lifted from chassis.

Any container, loaded or empty, moving over the Alabama State Port Authority facilities and not
handled to or from a vessel at this Authority may, at the sole discretion of the Authority be
assessed a charge of \$56.20 per container for each occurrence.

Handling of containers to or from chassis does not include the placing, transfer, or otherwise
handling the chassis to area where container will be mounted or demounted.

When loading or unloading of containers requires use of crane, loading charges are subject to
minimum Call out (See Item 300).

**TRANSFER OR DRAYAGE OF CONTAINERS OR CHASSIS FROM POINT OF REST TO
ANOTHER LOCATION ON ASPA FACILITIES:**

Transfer or placing chassis for mounting or demounting of containers \$15.60 per chassis

Transfer container when on chassis. \$26.00 per container

Transfer container when not on chassis. \$62.40 per container

(SECURITY FEE: See our Item# 456 - \$2.60 per loaded box)

Security fee of \$2.60 per lift on/off the vessel or per gate move whichever is the larger.

RENTAL OF REACH STACKER FOR VESSEL OPERATIONS (based on a 4 hour minimum rental):

The Straight Time rental rate is \$127 per hour (Mon – Fri, 8am-5pm, excluding holidays per item 264)

The Overtime Rental rate is \$160 per hour for all other times.

512...TERMINATION OF EQUIPMENT LEASE

(EFFECTIVE: May 1, 1999)

No container or chassis lease may be terminated on Alabama State Port Authority facilities unless transferred directly to another steamship line that will accept all charges that may accrue after transfer date.

514...WHARFAGE ON CONTAINERS

(EFFECTIVE: October 1, 2008)

Empty Container - No Charge

Loaded Containers - \$2.75 per ton of contents.