
OXY INGLESIDE ENERGY CENTER

MARINE TERMINAL REGULATIONS

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**OXY INGLESIDE ENERGY CENTER
MARINE TERMINAL REGULATIONS**

1 USE OF THE OXY TERMINAL FACILITIES

1.1 General

- (a) Binding Agreement. Use by a Vessel of the Terminal or services covered by these Terminal Regulations constitutes evidence of an agreement on the part of the Vessel to be subject to and bound by all of the rules, regulations, and obligations stated herein.
- (b) Conflicts. These Terminal Regulations and procedures herein are not intended to supersede or replace Applicable Laws; it is the responsibility of the Vessel's Master to be familiar with and comply with all Applicable Laws. When conflict exists between the Terminal Regulations and such Applicable Laws, then the latter shall govern and control. In all circumstances, the Master of any Vessel shall remain responsible for the safety and safe navigation of the Vessel and for compliance with any and all Applicable Laws as to the operation, maintenance and condition of the Vessel. These Terminal Regulations shall control over any other standard terms and conditions that the Vessel asserts generally as controlling its activities.
- (c) Port of Corpus Christi Charges. The Terminal is within the jurisdiction of the Port Authority. Compliance with these Terminal Regulations by a Vessel does not in any way relieve the Master and/or Vessel from complying with any rules issued by, or Vessel paying any applicable fees owing to, the Port Authority, including all fees and obligations under the Tariff of the Port of Corpus Christi Authority of Nueces County, Texas, as the same may be amended or revised from time to time, including all applicable harbor safety fees; accordingly, a Vessel is subject to any such applicable rules issued and fees required by the Port Authority, independent and apart from and in addition to the Vessel's obligations to Terminal Operator under these Terminal Regulations. The Tariff can be referenced at <http://portofcc.com/business/tariffs/>.
- (d) Force and Effect. These Terminal Regulations are in full force and effect, and shall apply to any activity at the Terminal from and after the date set forth above. Terminal Operator may, from time to time, revise, amend, or replace these Terminal Regulations. That right and any other right, consent, approval, acceptance, rejection, order, determination, or other action required by, reserved to, or otherwise contemplated to be taken by the Terminal Operator under these Terminal Regulations shall be at and within the sole opinion, judgment or discretion of the Terminal Operator, unless otherwise expressly provided.

- (e) Terminal Operator will have the right to publish and enforce rules, policies and procedures that will apply to the operations and conduct of the Vessel at or near the Terminal, and all loading of Product to the Vessel at the Terminal.

1.2 Use Restrictions

(a) Loading Arms/Hoses.

1. Loading arms between the Vessel and the shore flanges shall be furnished by the Terminal Operator. Terminal Operator shall align the loading arm to Vessel's connection and connect and disconnect the loading arm to Vessel's connection. Terminal Operator shall, in its sole discretion, control the commencement, duration, and cessation of flow of Product through the loading arms and onto a Vessel. Vessel agrees to comply with the Terminal Operator's protocol for commencing and ceasing the flow of Product onto a Vessel. Loading by crossover hoses onto any Vessel moored or adjacent to the Terminal is strictly prohibited without the prior written consent of the Terminal Operator, such consent to be provided at the Terminal Operator's sole discretion.
2. If so equipped, the Vessel's cargo hoses, including marine vapor recovery (MVR), spool attachments and reducers must be tested annually and be in service for no more than five (5) years. Documentation of annual hydrostatic testing and service age is required to be aboard the Vessel and must be made available to Terminal Operator, upon request.

(b) Closed Loading. Vessels loading Products that emit vapors must operate at all times in the Closed Operations mode. "Closed Operations" means the procedures whereby vessels conduct transfer operations into cargo tanks and within cargo tank ballasting operations with tank apertures closed and with no vapors being emitted to the atmosphere. Terminal Operator reserves the right, at its sole discretion, to monitor the Vessel's emissions during loading operations.

(c) No Stowaways. The Vessel shall be liable and responsible for any and all Losses against or incurred by Terminal Operator due to a stowaway aboard such Vessel. Such Vessel shall be deemed to have caused and be responsible for all costs associated with any breach of security at the Terminal due to a stowaway, including the cost to apprehend, detain, and deport any stowaway.

(d) No Washing. No Vessel shall wash the exterior of the Vessel or any cargo tanks on the Vessel while moored at the Terminal or within the navigable waters associated with the Terminal.

- (e) No Discharge; Permitted Deballasting. No Vessel shall discharge any liquids, including ballast water, and/or slops, including oily water, at, onto or into the Terminal or any vehicles thereon. Vessel shall be liable for any and all Losses caused by its discharge of liquids or water at, onto, or into the Terminal. No Vessel shall discharge any liquids (excluding segregated ballast water) and/or slops, including oily water, at or into any immediately surrounding waters in contravention of any Applicable Laws, or without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion. Vessel to coordinate berthing so that segregated ballast is discharged to the outboard side.
- (f) Bunkering. No bunkers, diesel fuel, oils, refined products or chemicals (e.g., cleaning or degreasing chemicals) may be received or taken aboard by, or taken off of, a Vessel moored at the Terminal or within the navigable waters associated with the Terminal, whether by barge, from the shore, or by truck, without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion. In the event that Terminal Operator provides its consent for a Vessel to engage in bunkering, VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH BUNKERING ACTIVITY, UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TERMINAL OPERATOR.
- (g) Repairs. No repairs, whether to the exterior or interior of the Vessel, (1) that would impede the movement of the Vessel, including repairs to engines, propellers or the hull, (2) to any electronic equipment, (3) that require hot work, (4) that otherwise affect safety at the Terminal, or (5) that require the loading of repair equipment and/or supplies from the Terminal onto the Vessel, shall be undertaken by the Vessel while moored at the Terminal or within the navigable waters associated with the Terminal without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion. No painting of the exterior of the Vessel shall be undertaken by the Vessel while moored at the Terminal or within the navigable waters associated with the Terminal without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion.
- (h) No Nuisance Created by Vessels. While moored at the Terminal or within the navigable waters associated with the Terminal, no Vessel shall emit smoke, steam, or noise or clean its boiler tubes by blowing or other means or emit any other emissions in violation of any permits applicable to the Terminal or Applicable Laws, in each case as determined by Terminal Operator in its sole discretion.

- (i) Loading of Food and Supplies. Vessel shall not be permitted to have delivered to the Terminal and to load from or onto the Terminal food and other supplies without the prior written consent of the Terminal Operator, such consent to be provided at Terminal Operator's sole discretion. For any deliveries consented to by the Terminal Operator which require special handling, such as chemicals, pressurized containers, gas cans and paint, such deliveries must be hand-carried on board the Vessel.
- (j) Water. Terminal Operator may, in its sole discretion, make access to water available to Vessel per operation as listed in Schedule 4 attached hereto, dependent upon availability. Terminal Operator makes no representations or warranties regarding whether such water supply is potable, and Vessel assumes full responsibility and liability for ensuring that any water provided by Terminal Operator and loaded onto the Vessel hereunder is cleaned by Vessel to the Vessel's standard of potability.
- (k) Crew Member Entrance/Exit. All crew members disembarking from a Vessel onto the Terminal or entering a Vessel from the Terminal shall adhere to the procedures and requirements of the Terminal Operator, as they exist from time to time. Vessel shall be provided a copy of the then-current procedures upon request. It shall be Vessel's sole responsibility to ensure that all crew members entering onto the Terminal are familiar with such Terminal Operator procedures and requirements.
- (l) Photography. The taking of photographs at and around the Terminal, or of any of the Terminal facilities, is expressly prohibited without prior written authorization from the Terminal Operator.

2 **BERTHING**

2.1 Berth Scheduling

(a) Berth Availability.

1. The specifications and any restrictions for the berths at the Terminal, as may be amended from time to time by Terminal Operator in its sole discretion, are listed in Schedule 2 attached hereto. Terminal Operator shall endeavor to provide a safe berth at the Terminal to which it has directed a Vessel to proceed to and depart from, and where the Vessel can always lie afloat under normal conditions consistent with those specifications. If a Vessel cannot, in Terminal Operator's sole discretion, maintain her moorings safely at the applicable berth, then the Vessel shall be deemed to have caused the need for additional protections and Terminal Operator may order hold-in tugs in its sole discretion, and any risk and expenses related to such tugs shall be solely for the Vessel's Account.

2. Notwithstanding anything contained in these Terminal Regulations to the contrary, Terminal Operator does not warrant the safety or suitability of any of the facilities at the Terminal, including any berth or the Wharf or Pier, nor the safety or draft of any public channels, fairways, approaches thereto, anchorages or other publicly-maintained areas either inside or outside the Port where the Vessel may transit or be directed, and Terminal Operator shall have no liability in respect thereof or therefor.
- (b) Berth Assignment. Terminal Operator will assign a specific berth for each designated and confirmed Vessel prior to the actual arrival of the Vessel at the Terminal, and the Vessel shall comply with such berth assignment. The Vessel shall arrange and pay for the mooring and line-handling services for the Vessel at the Terminal. The Vessel shall also arrange and pay for any tug assistance required in connection with the Vessel's mooring at the Terminal. The mooring arrangements for the Vessel (including any necessary de-ballasting of the Vessel) shall, at all times, be able to maintain a safe mooring of the Vessel and capable of withstanding prevailing winds, currents, tides, and other forces of nature, without applying undue loads on any shoreside moorings, tackle, or equipment at the Terminal. Terminal Operator may provide binding instructions for the mooring arrangements of the Vessel at the assigned berth, but in no event shall such instructions by Terminal Operator give rise to any duties, obligations, or liabilities of Terminal Operator owing to the Vessel or any other person or entity.
 - (c) Vessel Mooring Equipment. Any Vessel that seeks to moor at the Terminal warrants that mooring equipment sufficient for the Vessel's size and particulars, including winches, ropes, and lines of sufficient number and adequate size and strength, will be present onboard the Vessel and in good condition and working order to ensure that the Vessel is properly and safely moored at the applicable berth, with the Vessel breasted against the breasting or mooring structure(s) as closely as possible and with mooring lines taught at all times. At the applicable berth, mooring lines shall only be placed on mooring structures provided for the purpose of mooring vessels, and shall not be made fast in any way to any other portion of the Terminal, including supporting piles or fender piles. If, in the sole opinion of Terminal Operator, the available mooring equipment on the Vessel is insufficient to safely moor the Vessel at the applicable berth, then such Vessel shall be deemed to have caused the need for additional mooring equipment and Terminal Operator shall have the right (but not the obligation) to place additional mooring equipment onboard the Vessel. Any costs or expenses for the purchase and/or installation of such additional mooring equipment onboard the Vessel shall be solely for the Vessel's Account. The Vessel shall not, except in emergency situations, use her anchors while moored at the Terminal, alongside the Terminal, or within the navigable waters associated with the Terminal, and the anchors must be in their raised position while the Vessel is moored at the Terminal.

- (d) Shifting. Terminal Operator shall have the right to shift a Vessel from one berth to another. If Terminal Operator elects to order a Vessel to shift from one berth to another due to a mechanical or equipment problem on the Vessel, safety of the Vessel or other vessels due the impacts or pending impacts of a named storm, or because the Vessel has exceeded its contractually allotted time at the berth (each of which is deemed to have been caused by the Vessel), all costs and expenses incurred in such shifting of the Vessel shall be solely for Vessel's Account. In the case of failure or neglect of the Vessel to comply with such order, Terminal Operator has the right to cause the Vessel to be moved or removed from the applicable berth as ordered, and in those circumstances the full cost, expense and risk of such shifting shall be solely for the Vessel's Account.

- (e) Removal. Whenever, in the sole opinion of Terminal Operator or at the direction of the Port's Harbormaster, it is deemed necessary for the protection and safety of the Vessel or other vessels or the Terminal, that the Vessel be removed to the Anchorage Area or another location, such Vessel shall be deemed to have caused the need for such removal and Terminal Operator may order and enforce the removal of the Vessel to such place as may be assigned by Terminal Operator or the Port's Harbormaster. Any cost or expense incurred in such removal activities shall be solely for the Vessel's Account. In the event that a Vessel has exceeded its contractually allotted time at a berth, the Terminal Operator may order and enforce the removal of the Vessel from the berth to the Anchorage Area or another location, and any cost or expense incurred in such activities shall be solely for the Vessel's Account. In the case of failure or neglect of the Vessel to comply with any removal order issued pursuant to this Section 2.1(e), Terminal Operator has the right to cause the Vessel to be removed from the applicable berth as ordered, and the cost, expense and risk of such activities shall be solely for the Vessel's Account.

2.2 Berthing Priority. The Terminal Operator shall have sole and absolute discretion on whether and when to accept an NOR and permit a Vessel to proceed to berth.

3 VESSEL REQUIREMENTS AND RESTRICTIONS

3.1 Vessels Loading Crude Oil or Condensate at the Terminal

- (a) Inert Gas System. Each such Vessel shall be fitted with an Inert Gas System ("IGS"). Such Vessels will not be permitted to berth at the Terminal for loading unless the IGS is fully operational and all of the Vessel's cargo tanks are inerted with an oxygen level at or below eight percent (8%). The Vessel's IGS needs to be disabled (turned off) during all crude loading operations, as there should be no positive pressure applied to the Vessel's cargo tanks that would work against the Terminal's marine vapor recovery system. A Vessel's IGS may be activated only after loading operations are complete and shore-side hoses are disconnected. If Terminal Operator

consents, manual gauging/sampling of On-board Quantity (OBQ) or Remaining on Board (ROB) may be conducted in accordance with API MPMS chapter 17.2. Should the IGS fail after the Vessel has berthed at the Terminal, any loading of Product shall be terminated immediately and the Vessel may be ordered to vacate her berth until the IGS is fully operational and tanks are inerted to the requisite pre-arrival condition. Temporary or substitute equipment or procedures to correct IGS malfunctions while the Vessel is berthed may not be employed without Terminal Operator's approval. All expenses and time lost during IGS failure, and between berthings in connection with IGS failure, are for the Vessel's Account.

- (b) Vapor Pressure. All Vessels scheduled to load at the Terminal shall ensure that, prior to arriving at the Terminal, appropriate efforts have been taken to minimize tank pressure. The preferred vapor pressure range is 10" WC or .0249 barg. Any delays in loading caused by excessive tank pressure will be for the Vessel's account.
- (c) Condensation. It is the Vessel's responsibility to ensure that all vapor return lines have been purged of any condensation and will be dry prior to berthing at the Terminal. If the vapor return lines are not properly purged of condensation, loading may be halted to correct the issue, or the Vessel may be removed from the berth until the problem is corrected. All delays and expenses incurred due to insufficient purging will be for the Vessel's account.
- (d) Vapor Tightness. Before loading can commence, the Vessel must provide a valid Vapor Tightness Certificate, confirming that the Vessel has passed an annual vapor tightness test. Throughout loading, the Vessel must conduct requested checks for leaks once every 8 hours, and notify the Terminal Operator if any leaks are found.
- (e) Previous Cargo/Vapor Space. Before arriving at the Terminal, the Vessel must disclose type of cargo(es) carried during its previous voyage. The Vessel should take the appropriate actions to reduce H₂S in vapor space to the fullest extent possible. Levels for H₂S in the Vessel's vapor space must be disclosed, in writing, to the Terminal Operator prior to the Vessel's arrival at the Terminal.
- (f) Crude Oil Washing. If such Vessel is equipped for crude oil washing, the Vessel shall not engage in the crude oil washing of any of its cargo tanks while moored at the Terminal. The Vessel shall not be permitted to discharge any washings or slops at or into the Terminal, any vehicles, tanks or shore facilities thereon, or into any immediately surrounding waters without the prior written consent of the Terminal Operator.

3.2 Requirements Applicable to All Vessels Seeking to Use the Terminal

- (a) Operating Standards. All Vessels shall be manned, operated and maintained so as to fully comply with (i) appropriate IMO recommendations, and (ii) the Oil Companies International Maritimes Forum Guidelines for the Control of Drugs and Alcohol On-Board Ship (1990), each as amended from time to time.
- (b) Loading Arm Connections. All Vessels scheduled to load at the Terminal shall provide all equipment and adapters necessary to connect to the loading arms described in Schedule 3 hereto.

4 VESSEL ARRIVAL AND DEPARTURE PROCEDURES

4.1 Vessel Nominations and Pre-Arrival Conditions

- (a) Vessel Identification. For a Vessel that will load crude oil at the Terminal, not less than five (5) days prior to the first day of the confirmed Laycan Window, the Terminal User shall submit a request to Terminal Operator for acceptance of a particular Vessel within that Laycan Window. In its request, Terminal User shall furnish, or cause to be furnished to Terminal Operator, data about the Vessel's dimensions, equipment, winches and lines, ETA, confirmation of the intended volume of Product to load on the Vessel, and such other data or documents and answers to any vessel screening and/or security questions (e.g., Intertanko's Standard Tanker Chartering Questionnaire 88 (Q88)) that Terminal Operator may reasonably require.
- (b) Berth Application. Each Vessel which intends to utilize the facilities and services of the Terminal shall submit by facsimile or e-mail a completed Berth Application at least 72 hours prior to the first day of the confirmed Laycan Window for such Vessel. Terminal Operator reserves the right to reject as incomplete any Berth Application on which all required information has not been provided. Initial acceptance by Terminal Operator of a Berth Application, subject to a final inspection of the Vessel once it is moored at the Terminal, shall be evidenced by Terminal Operator's issuance to the Vessel of a copy of the Berth Application duly signed by the Terminal Operator. The signing of the Berth Application by the Terminal Operator or the berthing of any Vessel at the Terminal shall constitute a contract by and between the Terminal Operator and the Vessel, and the Vessel thereby agrees to be bound to and abide by these Terminal Regulations, including liability for any fees or other applicable charges.
- (c) Pre-Berthing Questions. The Vessel shall provide Terminal Operator with answers to any pre-berthing questions at least 48 hours prior to the ETA, or after the Terminal Operator's initial acceptance of the Vessel, whichever is less.

- (d) Vessel Acceptance. Acceptance or rejection of the identified Vessel, in each case at the sole discretion of the Terminal Operator, shall be communicated by Terminal Operator to the Terminal User as soon as possible but always within 48 hours, excluding Saturdays, Sundays, and holidays, after receipt of Terminal User's request and the data requested by Terminal Operator pursuant to Section 4.1(a), above; provided, however, that any failure of Terminal Operator to accept or reject a Vessel within such time period shall not constitute an automatic acceptance of such Vessel; provided further, that such initial acceptance shall be subject to Terminal Operator's final inspection of the Vessel once the Vessel is moored at the Terminal. Acceptance of the Vessel shall not constitute a continuing acceptance of such Vessel for any subsequent loading at the Terminal. Each arrival of a Vessel for loading of Product at the Terminal requires prior Vessel approval. Notwithstanding anything to the contrary herein, the Terminal Operator may reject or withdraw the acceptance of a Vessel at any time if the Terminal Operator reasonably believes, in its sole discretion, that the Vessel is not in compliance with Applicable Laws, these Terminal Regulations or is otherwise found unsafe or with an unacceptable condition. Terminal Operator reserves the right to refuse any Vessel that Terminal Operator determines unseaworthy due to damage, distribution of load, draft or lack of freeboard, lists or such other reason for which Terminal Operator determines the Vessel unsuitable for calling upon or conducting activities at the Terminal.
- (e) Vessel Substitution. If a Vessel nominated to load Product at the Terminal is rejected, Terminal User may identify another, suitable Vessel for acceptance as provided herein. If a Vessel is accepted, Terminal User may substitute another suitable Vessel, of similar type, size, and characteristics by requesting that it be accepted as a substitute; provided, however, that a request for a substitute Vessel shall not be made later than, for a Vessel that will load crude oil at the Terminal, three (3) days, before the Vessel's arrival at the Terminal; and provided, further that such substitute Vessel shall comply with the requirements set forth in Section 4.1(a), above.
- (f) ETA Notices. Upon acceptance of a Vessel by Terminal Operator, the Vessel shall promptly notify Terminal Operator in writing, at intervals of 96, 72, 48, 24, 12, 6, and 3 hours prior the first day of the Vessel's Laycan Window, of Vessel's estimated time of arrival at the Anchorage Area. The Vessel shall immediately notify Terminal Operator in writing of any deviation in the ETA greater than 2 hours.
- (g) Tugboat Tie. With the exception of articulated tug and barge combinations, all incoming and outgoing Vessels must be tied to a tugboat when in waters immediately surrounding the Terminal.

4.2 Notice of Readiness; Late Arrival

(a) Notice of Readiness for Vessels Loading Product at the Terminal.

1. For any Vessel scheduled to load Product at the Terminal, the Master of the Vessel or her agent shall tender a NOR to the Terminal Operator after the Vessel has arrived at the Anchorage Area and is in all respects ready (including in receipt of all required and valid pre-berth approvals, clearances, and certificates from Governmental Authorities) to proceed to her assigned berth and commence loading, berth or no berth.
2. If Terminal Operator, in its sole discretion, agrees to accept a NOR before commencement of the Laycan Window, such agreement must be in writing.

(b) Late Arrival of Vessels Loading Product at the Terminal. If the NOR of a Vessel scheduled to load Product at the Terminal is tendered after the assigned Laycan Window expires, the Terminal Operator may, in its sole discretion, designate for the Vessel a window of time to arrive at a berth, taking into consideration all accepted nominations from other users of the Terminal, berth availability and operational considerations.

1. Notwithstanding anything herein to the contrary, if a NOR is tendered to the Terminal Operator after the expiration of the assigned Laycan Window, then Terminal Operator may refuse to load Product onto the Vessel, all without prejudice to the other rights and remedies of Terminal Operator.
2. The acceptance by Terminal Operator of a Vessel or a substitute Vessel with an ETA beyond the assigned Laycan Window shall not delay the expiration of the Laycan Window.

(c) Late Arrival of Vessels Layberthing at the Terminal. If a Vessel seeking a layberth at the Terminal fails to arrive within six (6) hours after the arrival ETA indicated in the Vessel's Berth Application, then Terminal Operator may, in its sole discretion, reject the Vessel and, notwithstanding any Berth Application that Terminal Operator may have previously accepted for such layberth, Terminal Operator shall be under no obligation to accommodate the Vessel at the Terminal or otherwise provide any layberth or other services to such Vessel.

4.3 Vessel Post-Arrival Events and Conditions

- (a) Right to Inspect. Terminal Operator shall have the right to inspect any Vessel to confirm that such Vessel satisfies, and is in full compliance with, the requirements of these Terminal Regulations. Any such inspection of a Vessel (or lack thereof) by Terminal Operator shall not (i) modify or amend

a Vessel's obligations or liabilities under these Terminal Regulations, or (ii) constitute an acceptance or waiver by Terminal Operator of any Vessel's obligations under these Terminal Regulations.

(b) Vessel Safety.

1. Vessel Manning. All Vessels, whether loading or layberthing, shall make qualified personnel available at all times in order to monitor and maintain a full-time (24/7) safety, fire, pollution, moorings, and security watch of the Vessel. For loading activities, the Vessel shall make qualified personnel available at all times in order to monitor and maintain all connections between the loading arm and the Vessel while Product is being loaded onto the Vessel. All such personnel shall be capable of operating all related equipment of the Vessel. The Vessel must be manned at all times by at least one (1) qualified crew member with authority to take charge of the Vessel and carry out the orders of Terminal Operator or the Port's Harbormaster to act in case of emergency. At all times while the Vessel is at the Terminal, the Master and crew of the Vessel shall comply with all Applicable Laws.
2. Protection Against Fire. No welding or "hot work" shall be carried out on or around the Vessel while she is moored at the Terminal without the prior written consent of the Terminal Operator. Any temporary heating equipment, such as space heaters, dryers or heaters for electrical equipment, shall only be used onboard the Vessel with appropriate safety precautions and fire prevention planning undertaken by the Vessel's crew and/or other personnel. The Vessel's fire monitoring and alarm system shall be in good order and in full operating condition at all times while the Vessel is moored at the Terminal.
3. Precautions Against the Vessel Taking on Water. All of the Vessel's overboard valves not in use, and all of the Vessel's sea inlet valves not in use, should be closed at all times while the Vessel is moored at the Terminal or within the navigable waters associated with the Terminal. The Vessel's bilge alarms shall be in good order and in full operating condition at all times while the Vessel is at the Terminal. Bilge lights to the Vessel's holds, pump rooms, cofferdams and engine room spaces shall be kept ready for immediate use at all times. The Vessel shall also maintain sufficient electrical power at all times for her bilge pumps.
4. Availability of Electrical Power. Adequate power for the operation of the Vessel's lights, fire and bilge alarms, fire extinguishing and bilge systems, and for the operation of her windlasses and mooring winches should be available from and maintained and provided by

the Vessel's on-board generation equipment at all times while the Vessel is at the Terminal.

5. Gangway. For berths 2, 4 and 5, Terminal Operator shall be responsible for providing a gangway, at the Vessel's expense, for all Vessels intending to load. For all other berths, and for all layberthing activities, the Vessel shall be responsible for having and maintaining a safe, strong, and properly secured gangway of adequate length to permit the safe passage of persons to and from the Vessel while she is moored at her assigned berth; however, if Terminal Operator believes that the Vessel's gangway is inadequate, then Terminal Operator shall provide a temporary gangway, at the Vessel's expense.

(c) Non-Compliance with Terminal Regulations or Breakdown of Vessel Safety or Environmental Systems. Terminal Operator may order a Vessel to vacate her berth at the Terminal for failure comply with these Terminal Regulations and/or any Applicable Laws, or any deficiency in the Vessel's safety or environmental systems, represented condition or characteristics, or unsafe action by the Master, crew, or other representative of the Vessel. Such order to vacate by Terminal Operator shall be deemed an order caused by Vessel, and all costs, expenses, and Losses arising from or relating to such non-compliance, including delays resulting from such non-compliance or the Vessel being required to vacate the berth, shall be solely for the Vessel's Account.

(d) Pollution Control. Terminal Operator may, in its sole discretion, require all Vessels seeking to load crude oil or condensate at the Terminal to have deployed around the Vessel additional spill mitigation equipment (including, but not limited to, containment and/or absorbent booms) while loading such Product. The Terminal Operator shall arrange for the deployment of any such equipment and bill the cost of such deployment to the Vessel. Notwithstanding the Terminal Operator's deployment of or the Terminal Operator's failure to arrange for the deployment of any such additional equipment around a Vessel, the Vessel and its crew shall remain and be fully and completely responsible for preventing the release of pollutants during all loading activities aboard the Vessel and shall be fully and completely liable for any release of Product caused by the actions of Vessel or its crew.

4.4 Vacating the Berth at the Terminal

(a) Deadline to Vacate. The Vessel shall vacate the applicable berth within two (2) hours of (i) release by the third-party inspector following the loading of a Vessel, (ii) the Terminal Operator issuing an order to vacate, or (iii) the Terminal Operator issuing an order to shift berths, provided that, in each

case, there are no active Port restrictions which prohibit the Vessel from executing the release or order.

- (b) Events Giving Rise to Vacate Order. Whenever a Vessel, in Terminal Operator's sole opinion, is unable or refuses to load within the allotted time, shift within or between berths, or otherwise comply with these Terminal Regulations, or if weather conditions threaten the safety of any Vessel berthed or moored at the Terminal and/or the Terminal itself, the Vessel shall be deemed to have caused the need for an order to vacate and the Terminal Operator may order the Vessel to vacate her berth by delivery to the Vessel's Master or agent of a notice to vacate.
- (c) Overage Charge. In the event that a Vessel refuses or fails to vacate the applicable berth when released or otherwise ordered by Terminal Operator, then the Terminal Operator shall be entitled to charge an overage fee equal to \$5,000.00 per hour (or any part thereof) beginning two (2) hours after notice of release, the order to vacate, or the order to shift berths is given by Terminal Operator and continuing until the Vessel vacates the berth, regardless of any intervening circumstances of any nature. If the Vessel does not timely vacate the berth, in addition to the overage fee, Terminal Operator shall be entitled to all Losses, costs and expenses in connection with the moving of the Vessel, which shall be solely for the Vessel's Account and at the full risk of the Vessel.

5 MARINE SERVICES

- 5.1 Marine Services and Rate Schedule. From time to time, Terminal Operator may, at its sole discretion, provide certain marine services to the Vessel upon written request. The services and associated fees are listed in Schedule 4 attached hereto.

6 PAYMENTS

- 6.1 Currency; Method of Payment. All charges and payments required to be made under these Terminal Regulations shall be made in U.S. dollars. All payments or other amounts owed by a Vessel under these Terminal Regulations shall be made by wire transfer of immediately available funds to an account designated by Terminal Operator.
- 6.2 Payment Terms. Terminal Operator shall invoice the Vessel from time to time for all charges, fees, costs or expenses owing by such Vessel under these Terminal Regulations. Such Vessel shall pay any amount included in an invoice, without the right to setoff for amounts that may be owing under these Terminal Regulations or otherwise from Terminal Operator, within thirty (30) calendar days of the date of such invoice. Failure to pay any invoice may result in the Vessel and/or Agent being suspended from accessing the Terminal. Any invoice not paid within the time period set forth in the preceding sentence shall bear interest from the date due until paid at the lesser of (i) the prime lending rate for each day as may from time

to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which it was published), plus two percent (2%), or (ii) the maximum lawful rate permitted by Applicable Laws.

- 6.3 Lien. Terminal Operator shall have, and the Vessel hereby grants to Terminal Operator, the right to exercise all applicable liens (whether maritime, possessory (right of retention), or otherwise) over the Vessel and her equipment and appurtenances for any amounts due and payable to Terminal Operator under these Terminal Regulations.

7 WARRANTY; DISCLAIMERS

- 7.1 Disclaimer. TERMINAL OPERATOR MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE TERMINAL OR ANY SERVICES THAT MAY BE PROVIDED UNDER THESE TERMINAL REGULATIONS. TERMINAL OPERATOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING ANY WARRANTIES OF SUITABILITY, ADEQUACY, OR FITNESS FOR A PARTICULAR PURPOSE BY TERMINAL OPERATOR OR OF THE TERMINAL OR SERVICES PROVIDED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

- 7.2 Private Terminal. Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility and Terminal Operator is not a “marine terminal operator” as defined by the Shipping Act of 1984 (as amended). Common carriers by water (such as liners), as defined by the Shipping Act of 1984 (as amended) will not be accepted for loading Product at the Terminal. Only Vessels engaged in private or contract carriage pursuant to private commercial arrangements will be accepted by Terminal Operator for berthing at the Terminal.

- 7.3 Pollution Prevention and Responsibility

- (a) Vessel warrants that the Vessel will comply with all Applicable Laws covering water, air, and land pollution (and the prevention thereof) while moored at the Terminal and within the navigable waters associated with the Terminal. If the Vessel fails to comply with any Applicable Law, as determined by Terminal Operator, the Vessel may be required to vacate her berth and even to proceed to sea. Any cost, expense and time lost by the Vessel during any period when this warranty has been breached, and until the breach is remedied and the Vessel re-berths, shall be solely for the Vessel’s Account.
- (b) Each Vessel shall be in full compliance with the Oil Pollution Act of 1990 (OPA90), as same may be amended from time to time, and such Vessel will have on board all certificates demonstrating evidence of financial

responsibility as may be required by any Applicable Law relating to marine oil spill pollution (and the prevention thereof).

- (c) In the event an escape or discharge of oil, hazardous substances, or other pollutants from a Vessel, causes or threatens to cause pollution, the Vessel will immediately (i) make all emergency notifications required by Applicable Laws, and (ii) take whatever measures are necessary or appropriate to prevent or mitigate such pollution. The Vessel hereby authorizes Terminal Operator, at Terminal Operator's sole option and not its obligation, upon notice to such Vessel, to undertake such measures as are necessary to prevent or mitigate any such pollution. Terminal Operator shall keep the Vessel advised of the nature and results of any such measures taken, and if time permits, the nature of the measures intended to be taken. Any cost or expense incurred in connection with the aforementioned measures shall be solely for the Vessel's Account. This provision shall not affect any liability of the Vessel to third parties, including any Governmental Authorities.

- 7.4 Handling of Hazardous Materials. Terminal Operator shall provide the Vessel any Safety Data Sheets ("SDS") required in connection with loading of a Product onto the Vessel. Vessel hereby agrees that Terminal Operator shall have no obligation to inform Vessel and its personnel regarding the safe handling of the Product being loaded onto the Vessel, and **VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH (i) TERMINAL OPERATOR'S FAILURE TO PROVIDE VESSEL WITH AN SDS, OR (ii) ANY CLAIMS BY VESSEL OR ITS PERSONNEL THAT THEY DID NOT RECEIVE PROPER NOTIFICATION OF OR PROPER INSTRUCTION REGARDING THE HANDLING OF THE PRODUCT LOADED ONTO THE VESSEL.**

8 INDEMNITY; LIABILITY

- 8.1 Losses and Liability. The Vessel assumes full responsibility and liability for any Losses incurred by Terminal Operator, including damage sustained by the Terminal, berths, facilities, tugs, vehicles, and/or vessels owned, operated, or maintained by Terminal Operator, or for which Terminal Operator is responsible, or any vessel at or near the Terminal, (i) caused by the Vessel or any other waterborne craft ordered by, or being operated for the account of, such Vessel, or (ii) arising out of or in connection with such Vessel's use of, or presence at, the Terminal, and the **VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY SUCH LOSSES.** This Section 8.1 is without prejudice to any other rights, remedies, claims, causes of action or defenses thereto which may exist for or in favor of any of the Terminal Operator Parties.

- 8.2 Demurrage. IN NO EVENT SHALL TERMINAL OPERATOR BE LIABLE TO ANY VESSEL FOR DEMURRAGE ARISING OUT OF OR IN CONNECTION WITH ANY DELAY IN BERTHING, RECEIVING, OR RELEASING A VESSEL, OR IN LOADING PRODUCT, OR IN ORDERING A VESSEL TO VACATE HER BERTH AT THE TERMINAL.
- 8.3 Environmental Liability. THE VESSEL SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ANY LOSSES, INCLUDING ALL CLEANUP AND REMEDIATION COSTS, ARISING OUT OF OR IN CONNECTION WITH ANY RELEASE OF ANY HAZARDOUS SUBSTANCES INTO THE ENVIRONMENT CAUSED BY THE ACTIONS OF THE VESSEL OR ITS CREW.

9 VESSEL INSURANCE REQUIREMENTS

- 9.1 Minimum Insurance Coverages. Any Vessel seeking to berth at the Terminal shall obtain and maintain the following types of insurance coverages:
- (a) Hull and Machinery Insurance. Hull and Machinery insurance on the Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade; and
 - (b) Protection and Indemnity Insurance. Protection and Indemnity ("P&I") insurance provided through any combination of (1) full entry with a P&I club (that is a member of the International Group of P&I Clubs); and/or (2) policy(ies) with a commercial insurance company(ies) or underwriters syndicate(s) acceptable to Terminal Operator with terms no less broad than those customarily carried by similar marine carriers; provided, that such P&I insurance shall include coverage for injury to or death of master, mates, and crew; tower's liability; excess collision liability; cargo legal liability; pollution liability; and contractual liability; and provided, further, that the coverage against pollution liability shall be at limits of not less than the maximum amount available from the Vessel's P&I underwriters given the Vessel's type and trade, currently one billion dollars (\$1,000,000,000) per incident for Vessels with cargo capacities greater than 25,000 barrels, and two hundred million dollars (\$200,000,000) per incident for Vessels with cargo capacities less than 25,000 barrels.
- 9.2 Insurance Certificates. Vessel will provide Terminal Operator, upon request, with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements. Each insurance policy required by Terminal Operator under these Terminal Regulations shall be endorsed to (i) contain waivers of subrogation rights against all Terminal Operator Parties, (ii) name all Terminal Operator Parties as

additional insureds (except for Hull and Machinery insurance coverage); and (iii) provide that such policy is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of any Terminal Operator Party.

- 9.3 Liability. The insurance requirements set forth herein shall not in any way limit any Vessel's legal and/or contractual obligations under or in connection with these Terminal Regulations or the liability of such Vessel. The insurance coverages required hereunder will be maintained by each primary named insured at its sole cost and expense. If liability for loss or damage is denied by the insurer(s) of the Vessel, in whole or in part, because of the (i) breach of any policy for the insurance coverages required hereunder, or (ii) failure to obtain or maintain any of the insurance coverages required hereunder, THE VESSEL SHALL INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES FROM AND AGAINST ALL SUCH LOSSES.
- 9.4 No Insurance on Product. TERMINAL OPERATOR DOES NOT CARRY INSURANCE covering the property of the Vessel. TERMINAL OPERATOR WILL NOT BE RESPONSIBLE for any injuries or property damage relating to, resulting from, caused by, or arising out of the use of the Terminal, and the VESSEL HEREBY RELEASES AND DISCHARGES TERMINAL OPERATOR PARTIES from any and all liability for any Loss, injury (including death), or damages to any person, property, vessel (including the Vessel), or environmental resource sustained while in, at, or on the facilities at the Terminal. THE VESSEL HEREBY AGREES AND COVENANTS NOT TO SUE OR PROSECUTE ANY OF THE TERMINAL OPERATOR PARTIES on any Losses, claims, or for any damages, within the release stated above.

10 MARITIME SECURITY; TERMINAL ACCESS

- 10.1 ISPS; MTSA. The Vessel warrants that it complies with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (the "ISPS Code") and the US Maritime Transportation Security Act 2002 and any implementing regulations (the "MTSA").
- 10.2 Declaration of Security. The Vessel shall ensure that, when required, it shall submit a Declaration of Security (DoS) to the appropriate authorities.
- 10.3 Vessel Compliance. Notwithstanding any prior acceptance of the Vessel by Terminal Operator, if at any time prior to the arrival of the Vessel at the Terminal, the Vessel ceases to comply with the requirements of the ISPS Code or MTSA, then Terminal Operator shall have the right not to berth such nominated Vessel and the subsequent delays and any costs shall be solely for the Vessel's Account.

- 10.4 Terminal Compliance. Terminal Operator shall use all reasonable efforts to ensure that the Terminal is maintained in compliance with the applicable requirements of the ISPS Code and the MTSA.
- 10.5 Access to Vessel. For entry or access to the Terminal, the Vessel shall execute an access agreement if such agreement is required by Terminal Operator, such Vessel shall, and shall cause each individual it employs or retains, to produce a valid form of identification (e.g., state issued driver license or identification card or passport) prior to entering the main gate of the Terminal and a valid Transportation Worker Identification Credential (“TWIC”) card prior to entering into any TWIC controlled areas. Each such person, including without limitation any TWIC cardholder, shall observe all applicable regulations, including those relating to security, safety and training, and all standing instructions of Terminal Operator which may then be in effect. THE VESSEL ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR THE ACTS AND OMISSIONS OF EACH INDIVIDUAL IT EMPLOYS OR RETAINS WHILE SUCH INDIVIDUALS ARE PRESENT AT THE TERMINAL AND SHALL FULLY AND COMPLETELY RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TERMINAL OPERATOR PARTIES IN RESPECT OF ANY LOSS ARISING FROM OR RELATING TO ANY SUCH ACTS OR OMISSIONS. Terminal Operator reserves the right to deny access to and/or use of the Terminal for reasonable cause, including during changes in the applicable maritime security levels, harbor and bay conditions, or threatened or severe weather events.

11 GOVERNING LAW; ENFORCEMENT

- 11.1 Governing Law. These Terminal Regulations are to be governed by and construed in accordance with the General Maritime Laws of the United States, without regard to any choice of law rules that would apply the law of another jurisdiction. Terminal Operator and Vessel each shall have the right to seek appropriate relief from any federal or state court of competent jurisdiction sitting in Harris County, Texas, and each hereby agrees to voluntarily submit itself to the jurisdiction and venue of such court for all disputes and their liabilities and responsibilities under these Terminal Regulations. TERMINAL OPERATOR AND VESSEL EACH HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL ACTIONS COMMENCED UNDER OR IN CONNECTION WITH THESE TERMINAL REGULATIONS SHALL BE TRIED WITHOUT A JURY, AND THAT EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A JURY TRIAL.
- 11.2 Enforcement. Terminal Operator shall have all remedies available to it by law, in equity or in admiralty to enforce these Terminal Regulations, including suspending the provision of services hereunder. Terminal Operator shall also have all remedies available at law, in equity or in admiralty to collect all fees, charges, and/or damages due hereunder. In the event of any legal proceedings to enforce any provision of these Terminal Regulations, Terminal Operator shall be entitled to

recover its expenses incurred in such proceedings, including attorneys' fees and all court costs.

12 MISCELLANEOUS

- 12.1 Interpretation. Unless otherwise provided herein, capitalized terms used herein shall have the meanings provided in Schedule 1, attached hereto. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in these Terminal Regulations includes the masculine, feminine, and neuter; (b) words used or defined in the singular include the plural and vice versa; (c) references to Articles or Sections refer to Articles and Sections of these Terminal Regulations; (d) references to a Schedule refer to the Schedule attached to these Terminal Regulations; (e) references to Applicable Law refer to such Applicable Law as may be amended from time to time and all rules and regulations promulgated thereunder, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law; and (f) references to "include" and "including" shall mean include or including without limitation to the matters described.
- 12.2 Severability. If any provision of these Terminal Regulations is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Terminal Regulations (and of such provision) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or part thereof).
- 12.3 Survivability. If for any reason the Terminal Regulations shall be terminated and not replaced by superseding terminal regulations, then such termination shall be without prejudice to any rights, obligations or liabilities of any party hereto which have accrued at the date of termination by have not been performed or discharged, and any parts of the Terminal Regulations having any relevance thereto or any bearing thereon shall, notwithstanding the termination of the Terminal Regulations, continue in force and effect.
- 12.4 Consents and Approvals. Each party hereto shall be responsible for obtaining all consents, authorizations, approvals, and assurances of whatsoever nature necessary to enable it to comply with its obligations hereunder.
- 12.5 Amendment. The Terminal Regulations may be amended from time to time by Terminal Operator or its successors and assigns in their sole discretion; provided, that once a Berth Application has been accepted by Terminal Operator, the version of the Terminal Regulations in effect as of the date that Vessel receives the Berth Application signed by Terminal Operator shall govern Vessel's use of the Terminal.
- 12.6 Waiver. Any waiver shall relate only to the matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

- 12.7 Recording, Retention and Monitoring of Communications. Each party hereto hereby acknowledges to the others and consents that any party hereto may from time to time and without further notice and to the extent permitted by law record and retain electronic transmissions (including telephone conversations, email, and instant messaging between the parties' respective representatives in connection with these Terminal Regulations) on central and local databases for their respective legitimate purposes.
- 12.8 Entire Agreement. These Terminal Regulations contain the entire agreement between Terminal Operator and Vessel with respect to the matters set forth herein and supersedes all prior agreements, whether oral or written, in connection therewith.
- 12.9 Third Party Rights. Except as provided in Article 8 hereof, no term of these Terminal Regulations is intended to, or does, confer a benefit or remedy on any entity that is not a party hereto.
- 12.10 Reliance. Each party hereto warrants that it has not in connection with these Terminal Regulations relied upon any representations, whether written or oral, made by or on behalf of the others, but has relied exclusively on its own knowledge, judgment and expertise.
- 12.11 Sovereign Immunity. Each party hereto warrants that it has entered into these Terminal Regulations in a commercial capacity and that with respect to the Terminal Regulations it is in all respects subject to civil and commercial law. Each party hereby consents generally in respect of any legal action arising out of or in connection with these Terminal Regulations to the giving of any relief, or to the issue of any process in connection with such action or proceedings, in the jurisdiction specified and provided for herein. **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS OF SOVEREIGN IMMUNITY WHICH IT MAY HAVE NOW OR WHICH IT MAY SUBSEQUENTLY ACQUIRE IN RESPECT OF ITS POSITION OR ANY PROPERTY AND/OR ASSETS (PRESENT OR SUBSEQUENTLY ACQUIRED AND WHEREVER LOCATED) BELONGING TO IT.**

Schedule 1

DEFINITIONS

“Anchorage Area” means the customary anchorage or other waiting area for the Terminal, as determined by the Port’s Harbormaster and/or Terminal Operator.

“Applicable Laws” means, with respect to any person, entity, property or matter, any of the following applicable thereto: any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, governmental approval, concession, grant, franchise, license, agreement, directive, ruling, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation, construction or administration of any of the foregoing, by any Governmental Authority, including all applicable regulations of the United States Coast Guard, in each case as amended.

“Berth Application” means the application for a berth found at the website maintained by the Terminal Operator: <http://inglesideenergycenter.com/>.

“Closed Operations” has the meaning given in Section 1.2(b).

“ETA” means, with respect to a Vessel, such Vessel’s best estimated date and time of arrival at the Terminal.

“Facility Security Plan” means the security plan established by the Terminal Operator in relation to the operation of the facilities on the Terminal.

“Governmental Authority” means any national, regional, state, local or municipal government, political subdivision, court, tribunal, authority, agency, commission, official or other instrumentality having jurisdiction over the applicable person, entity or subject matter, including the Port Authority.

“Harbormaster” means the designated Port Authority official responsible for enforcing the regulations of the Port Authority.

“IGS” has the meaning given in Section 3.1(a).

“IMO” means the International Maritime Organization.

“ISPS Code” has the meaning given in Section 10.1.

“Laycan Window” means a period designated by the Terminal Operator, the earliest day of which is the first day on which an approved Vessel may tender a valid NOR to commence loading at such Terminal, and after the last day of which Terminal Operator is not obligated to accept an NOR.

“Loss” or “Losses” means any and all liabilities, losses, damages, demands, penalties, claims, actions, suits, causes of action, legal, administrative or arbitration or alternative dispute resolution proceedings, judgments, orders, directives, injunctions, decrees or awards of any jurisdiction, costs

and expenses, including court costs and reasonable attorneys' fees and any cost or expense of incident investigation.

“Master” means the person having charge or command of a Vessel.

“MTSA” has the meaning given in Section 10.1.

“Notice of Readiness” or “NOR” means a notice to Terminal Operator that a Vessel is in compliance with all requirements of these Terminal Regulations, and is ready in all respects to safely and legally load Product pursuant to a nomination.

“OIEC” means Oxy Ingleside Energy Center, LLC.

“On-board Quantity” or “OBQ” means the oil, water, sludge and sediment in the Vessel's cargo tanks, associate lines and pumps before the Vessel has commenced loading of Product.

“P&I” has the meaning given in Section 9.1(b).

“Pier” means the marine pier extending approximately 1475 feet from the shoreline out into the adjacent coastal waters, as depicted in Schedule 2.

“Product” means the crude oil or condensate, as the case may be.

“Port” means the Port of Corpus Christi of Nueces County, Texas.

“Port Authority” means the Port of Corpus Christi Authority of Nueces County, Texas.

“Remaining on Board” or “ROB” means the oil, water, sludge and sediment in the Vessel's cargo tanks, associate lines and pumps after the Vessel has completed the discharging of Product.

“SDS” has the meaning given in Section 7.4.

“Terminal” means the real property situated near Ingleside, Texas, on the Corpus Christi Ship Channel, and the physical assets located thereon, including the storage tanks, Wharf, Pier, and all pipelines, gauges, pump suction lines, pumps and related appurtenances used to receive, store, transfer and redeliver product (including Product) into, through and from the terminal.

“Terminal Operator” means Oxy Midstream Operating Company, LLC.

“Terminal Operator Parties” means (i) Terminal Operator and its affiliates, (ii) OIEC and its affiliates, and (iii) the respective equity holders, officers, directors, employees, representatives, agents, contractors, successors and permitted assigns of any entities described in parts (i) and (ii) of this definition (excluding any member of the Vessel).

“Terminal Regulations” means these Oxy Ingleside Energy Center Marine Terminal Regulations.

“Terminal User” means an entity authorized to request use of the Terminal's capacity to deliver Product to a Vessel.

“TWIC” has the meaning given in Section 10.5.

“Vessel” means (i) any vessel or barge, including any attending tugboat or towboat, or other watercraft capable of berthing at the Terminal and meeting the Terminal Operator’s requirements, *in rem*, (ii) the owners, disponent owners, operators, intermediate charterers thereof, and (iii) the respective equity holders, officers, directors, employees, representatives, agents, contractors, successors and permitted assigns of any vessel or entities described in parts (i) and (ii) of this definition (excluding any member of the Terminal Operator Parties).

“Vessel’s Account” means the account of the Vessel.

“Wharf” means the marine wharf comprised of an approximately 1350 foot section to the east of the Pier and an approximately 600 foot section to the west of the Pier where Vessels can be berthed, as depicted in Schedule 2.

Schedule 2

BERTH SPECIFICATIONS

As shown in Figure A, the Terminal has six loading berths:

- Berths One, Three and Six are currently dedicated to the loading of propane into semi-refrigerated Vessels. The design loading rate is 2500 barrels per hour but could be more or less depending on the capabilities of the receiving Vessel.
- Berths Two, Four and Five are currently dedicated to crude/condensate loading.
- The suitability of a berth for a particular Vessel will be subject to vetting and review by the Terminal Operator and the Vessel’s operator.
- The Terminal Operator will consider larger vessels on a case by case basis.
- Additional information is contained in the following table:

Berth	One	Two	Three	Four	Five	Six
Product		Crude		Crude	Crude	
Design Loading Rate (in BPH)		20,000		40,000	20,000	
Design Vessel Dimensions (in feet)	650’ LOA	710’ LOA	590’ LOA	900’ LOA	880’ LOA	590’ LOA
Bollards	61 Tons allowable capacity at horizontal 37 Tons allowable capacity at 45 degrees 40-foot centers					
Gangway Provided	No	Yes For Crude Loading Vessels	No	Yes For Crude Loading Vessels	Yes For Crude Loading Vessels	No
Upper Deck Height (in feet)		13.0’ MSL		19.0’ MSL	19.0’ MSL	

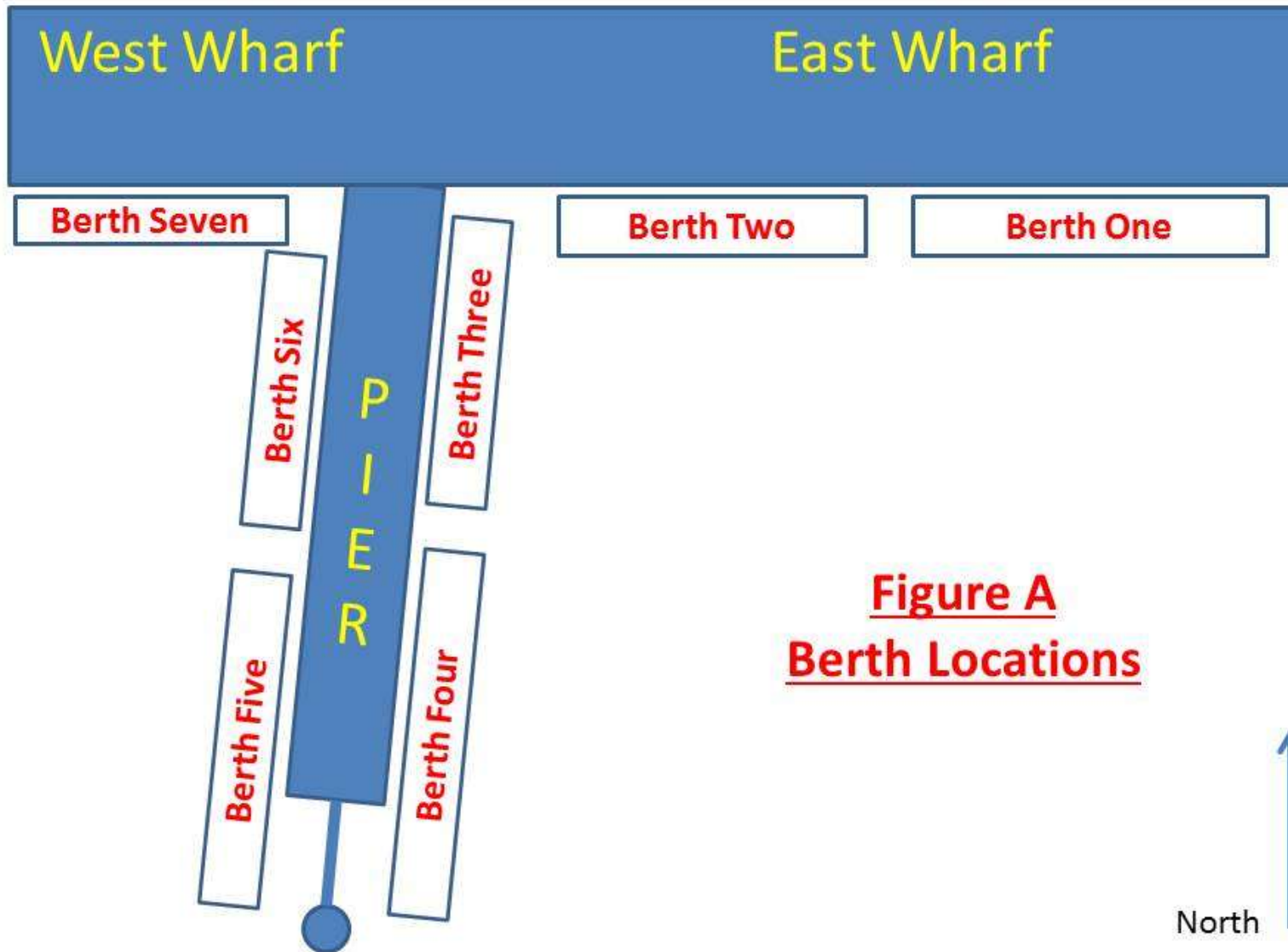


Figure A
Berth Locations

Schedule 3

LOADING ARM SPECIFICATIONS

Oil/Condensate Loading Arms

The loading arms used for crude oil are Kanon Marine loading arms Type MLA260 with 16” liquid riser and 8” vapor return riser. The loading arms are designed to operate over a product temperature range of -20°F to +100°F and at a maximum pressure of 150 psig. These loading arms are equipped with an emergency release system as well as a KANON MULTI-SIZE HYDRAULIC QC/DC. Connections between the loading arms and the Vessel can be made as follows:

Berth 2 and Berth 5:

Liquid connection:

- 12” 150# RF default.
- An adapter spool must be provided by Vessel if the Vessel’s connection is different from above.

Vapor connection:

- 8” 150# RF default.
- One of the two arms at each of Berths 2 and 5 has an integrated 10” vapor return connection.
- An adapter spool must be provided by Vessel if the Vessel’s connection is different from above.

Berth 4:

Liquid connection:

- 16” 150# RF default.
- An adapter spool must be provided by Vessel if the Vessel’s connection is different from above.

Vapor connection:

- 16” connection on third arm for dedicated vapor return.
- An adapter spool must be provided by Vessel if the Vessel’s connection is different from above.

Schedule 4

MARINE SERVICES / RATE SCHEDULE

DAILY DOCKAGE FEES:

Any Vessel that docks at the Terminal shall pay a **Daily Dockage Fee*** in an amount equal to the Base Rate plus the LOA Fee as set forth below:

LOA IN FEET**	LOA FEE
Up to 199	\$5.02
200 – 399	\$ 7.50
400 – 499	\$ 7.60
500 – 599	\$ 8.15
600 – 699	\$ 9.15
700 – 799	\$ 11.85
800 – 899	\$ 13.32
900 & OVER	\$ 15.15

Plus

A Daily Terminal Security Fee of \$275/day

* Terminal Operator reserves the right to modify the Daily Dockage Fee from time to time based upon market conditions and berth availability at the Terminal.

** Any LOA in meters shall be converted to feet at the following ratio: 3.281 feet/meter.

ADDITIONAL FEES FOR ACTIVITIES AT THE TERMINAL:

Activity	Rate for Additional Services
Barge Bunkering Access Fee:	\$3,000 each operation.
Water Charge:	\$500/operation (quantity not to exceed 50,000 gallons/operation).
Truck Loading/Unloading Fee:	\$150 per truck
Forklift (including operator) Fee:	\$600/four (4) hour period (or any portion thereof); \$150/hour for each hour thereafter (or any portion thereof).
Gangway Charge Loading Vessels:	Berth 2: Terminal Operator's cost plus 20%. Berth 4 and 5: \$1200.
Gangway Charge: Lay Berth Vessels:	\$0. Lay berth vessels are required to provide their own approved gangway for all berth locations.
Spill Mitigation Equipment Charge:	\$1800 each connection of spill mitigation equipment for vessel loading operations or for layberthing operations as required