

**TERMINAL PORT MANUAL**

**FOR**

**TARGA DOWNSTREAM LLC**

**GALENA PARK, TEXAS**

**MARINE TERMINAL**

**Version 12.3\***

Effective October 1, 2023

\*This Terminal Port Manual (Version 12.3, October 1, 2023) cancels and supersedes all prior regulations dealing with the same subject matter, including the Terminal Port Manual (Version 12.2, September 1, 2023) for the Targa Downstream LLC Marine Terminal located in Galena Park, Texas.

TARGA DOWNSTREAM LLC

POST OFFICE BOX 485

GALENA PARK, TEXAS 77547

NOTICE OF RECEIPT

FROM MASTER/CHIEF OFFICER/DESIGNEE OF LPG/C

\_\_\_\_\_

THE UNDERSIGNED CONFIRMS THAT HE/SHE HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE TERMINAL PORT MANUAL APPLICABLE TO MARINE VESSELS CALLING AT THE TARGA GALENA PARK, TEXAS, MARINE TERMINAL.

SIGNED: MASTER/CHIEF OFFICER/DESIGNEE OF LPG/C \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

**TABLE OF CONTENTS**

	<b>Page</b>
I. GENERAL INFORMATION .....	1
A. SCOPE .....	1
B. NOTICES AND CONTACT INFORMATION .....	2
C. DEFINITIONS .....	3
D. TERMINAL LOCATIONS AND FACILITIES; HOUSTON PILOTS' DEPTH AND SIZE RESTRICTIONS .....	5
E. PRODUCTS HANDLED BY TERMINAL .....	5
F. TERMINAL DOCK AREA PLOT PLAN .....	5
G. SHIP BERTHS/DOCKS .....	5
H. LIQUID PRODUCT HANDLING SYSTEMS .....	6
I. CARGO MEASUREMENT; CARGO INSPECTIONS; CUSTODY TRANSFER .....	6
J. OTHER SERVICES AVAILABLE .....	7
II. TERMINAL RULES AND PROCEDURES .....	9
A. APPLICABILITY .....	9
B. GENERAL CONDITIONS .....	9
C. VESSEL NOMINATIONS .....	10
D. SHIP-TO-SHORE COMMUNICATIONS .....	12
E. VESSEL MOORING .....	13
F. LOADING AND UNLOADING OPERATIONS .....	14
G. PERILOUS WEATHER .....	15
H. SECURITY AND SAFETY .....	16
I. REFUELING .....	18
J. REPLENISHING SHIP STORES .....	18
K. MISCELLANEOUS REQUIREMENTS .....	19
L. FIRE CONTROL AND ALARMS .....	20
M. SPILL CONTROL .....	21
N. EMERGENCY CONTACTS .....	22
III. CONDITIONS OF USE OF TERMINAL .....	23
A. TERMS AND CONDITIONS LEGALLY BINDING .....	23
B. LIABILITY AND INDEMNITY .....	23
C. POLLUTION .....	25
D. VESSEL DOCUMENTATION REQUIREMENTS .....	25
E. LAYTIME AND DEMURRAGE; LOADING/UNLOADING PRIORITY .....	26
F. FORCE MAJEURE .....	29
G. CHOICE OF LAW AND DISPUTE RESOLUTION .....	31
IV. APPENDIX I – TERMINAL STOCK DOCK AND MOORING PLAN .....	32
V. APPENDIX II – ACCEPTABLE FORMS TO BE SUBMITTED PRIOR TO OR UPON BERTHING .....	43

## I. GENERAL INFORMATION

### A. SCOPE

1. This Manual has been prepared by Targa Downstream LLC (“Company”) for the express purpose of acquainting Shipping Parties (as defined below) and Owners (as defined below), operators and Masters (as defined below) of liquid gas carriers and other vessels with the terminalling facilities and services available at the Terminal (as defined below) on the Houston Ship Channel, and for purposes of Vessels (as defined below) calling at the Terminal for use of layberths. **This Manual also contains terms and conditions, rules and procedures applicable to the use of the Terminal that are binding upon all those parties who use the Terminal.** All information contained herein is believed to be accurate on the date of issuance of this Manual, but Company makes no warranties, express or implied, regarding the accuracy or completeness of the information contained herein and disclaims any liability or responsibility for any damage or injury that may arise from use of this information. In the event of a conflict between the provisions of this Manual and the applicable Contract (as defined below), the Contract takes precedence over these provisions. Company affiliates are specifically designated as third-party beneficiaries entitled to enforce the Company’s rights hereunder.
2. All Vessels, their Masters, officers and crew calling at the Terminal are required to follow the Company’s rules and procedures contained herein, along with all applicable laws, ordinances, rules, orders, tariffs and regulations promulgated by municipal, county, state or federal authorities (collectively, “Government Regulations”). It is the responsibility of the Master and the Owner to be familiar and comply with all such Government Regulations. Nothing contained in this Manual is intended to modify or supersede such Government Regulations. If a conflict arises between any provision of this Manual and any such Government Regulation(s), such regulation(s) shall govern and control.
3. For the avoidance of doubt, the term “Government Regulations” shall include, but is not limited to the United States Maritime Transportation Security Act of 2002, as amended, 46 U.S.C. 70107 to 70121; 33 CFR parts 101 to 107, the SAFE Port Act of 2006, Public Law 109-347 Oct. 13, 2006; 120 Stat. 1884-1962, the Ports and Waterways Safety Act, 46 U.S.C. Chapter 700, as amended, the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., as amended (“TSCA”), and the Deep Water Port Act of 1974, as amended, 33 U.S.C. 1501-1524, as well as any state and local laws and the applicable orders, laws, rules and regulations of any state, federal or local authority having or asserting jurisdiction including, but not limited to, the Coast Guard, United States Customs and Border Protection, and Department of Homeland Security, but nothing contained herein shall be construed as a waiver by any party of any right to question or contest any Government Regulations. The parties shall be entitled to regard all Government Regulations as valid and may act in

accordance therewith until the same may be invalidated by final judgment in a court of competent jurisdiction.

4. Vessels that do not comply with all of the requirements of this Manual or any applicable Government Regulation may not be permitted to enter or berth at the Terminal, or may be required to cease Cargo operations, disconnect and vacate a berth. In any such event, the costs thereof shall be solely for the account of the Vessel. Nothing in this Manual shall be interpreted to relieve the Master of any Vessel, or those in charge of such Vessel's operations, including but not limited to any barge tankermen, barge captains or other designated persons-in-charge, of their responsibilities to utilize due diligence to operate the Vessel in a safe and seaworthy manner. In all circumstances, the Master of the Vessel shall remain solely responsible, on behalf of Owners, operators, charterers, agents and insurers at interest, for the safety and safe navigation of the Vessel and for compliance with this Manual and all Government Regulations applicable to the operation, maintenance and condition of the Vessel.
5. All Vessels calling at the Terminal are required to have a copy of this Manual on board (electronic version acceptable). Furthermore, as a condition of Company's agreement to permit access to and use of the Terminal for loading and unloading of Cargo, the Master of the Vessel shall be required to sign and deliver to Company a copy of the Notice of Receipt included in this Manual following the cover page. Failure or refusal of the Master to sign and deliver such Notice of Receipt shall constitute legal grounds to deny permission of the Vessel to enter and/or berth at the Terminal or, if already berthed, to require the Vessel to vacate the berth. Any delays occasioned by failure or refusal of the Master to sign and deliver such Notice of Receipt on a timely basis shall be solely for the account of the Vessel and any time so lost or incurred shall not count as laytime or as time on demurrage.

**B. NOTICES AND CONTACT INFORMATION**

Official Address:

Targa Downstream LLC  
Galena Park Marine Terminal  
12510 American Petroleum Rd.  
P.O. Box 485  
Galena Park, TX 77547

Requests for Information should be addressed to:

Michael Mullis  
Area Manager  
Office: 713-450-7207  
Mobile: 832-360-7663  
Email: MMullis@targaresources.com

and

Joseph Schaller  
Operations Supervisor  
Office: 713-450-7217  
Mobile: 936-718-3452  
Email: JSchaller@targaresources.com

Contact Information for Terminal Scheduling and/or Related Inquiries:

Email: TargaHeavies@targaresources.com and vessels@targaresources.com

For Barges:  
Maria Rosario  
Office: 713-584-1472

For all other Vessels:  
Mary Tang  
Office: 713-584-1394

Vessel Nominations should be sent to:  
gpmtvetting@targaresources.com and vessels@targaresources.com

Copies of Vessel's Notice(s) of Readiness to Load/Unload should be sent to:  
Email: gpmtvetting@targaresources.com and vessels@targaresources.com

Terminal Contacts:

Control Room Operator  
Main: 713-450-7243  
Alternate: 713-450-7215  
Mobile: 281-520-6118  
Email: GPMTOperations@targaresources.com

Targa Security Office  
Main: 713-450-7244  
GPMT-Security@targaresources.com

**EMERGENCY NOTIFICATIONS SHALL BE ADDRESSED TO:**

<b>Name</b>	<b>Office</b>	<b>Mobile</b>
Michael Mullis (Terminal Manager)	713-450-7207	832-360-7663
Joe Schaller (Operations Supervisor)	713-450-7217	936-718-3452

**C. DEFINITIONS**

“**Bar**” means a pressure equal to 14.5 pounds per square inch gauge (1.0195 kg/sq cm).

“**Cargo**” means any natural gas liquid, LPG or derivative thereof or other petroleum liquid product to be loaded on or unloaded by any Vessel calling at the Terminal.

“**Claims**” means any and all claims, demands, suits, proceedings and causes of action, and all losses, fines, penalties, damages, assessments, liabilities (INCLUDING STRICT LIABILITY), interest, costs and expenses (including court costs, expert fees, expenses of investigation and reasonable attorneys’ fees) relating thereto.

“**Coast Guard**” means the United States Coast Guard.

“**Contract**” means the contract between Company or its affiliates and the Shipping Party, Owner and/or its affiliates.

“**Fire**” means every description of fire whatsoever including galley ranges, stoves, electrical heaters and anything capable of igniting flammable vapors.

“**Government Regulations**” shall have the meaning stated in Section I.A.2.

“**Inspector**” means a third-party inspector who is qualified and certified to calculate the quantity and evaluate the quality of the Product and has no interest in the Vessel, Cargo, or Terminal facilities other than witnessing, analyzing and certifying that all qualitative Cargo analyses and quantitative Cargo measurements are correct.

“**LPG**” means liquefied petroleum gas.

“**Manual**” means the latest edition of Targa Downstream LLC’s Terminal Port Manual.

“**Master**”, when used in relation to any Vessel, means the person having charge or command of the Vessel at the time in question.

“**Notice of Readiness**” or “**NOR**” shall have the meaning stated in Section III.E.2.

“**Operations Manager**” means the Terminal Manager or other Company representative, when authorized to supervise Terminal operations, and shall include the Operations Manager’s subordinates insofar as the subordinate is duly authorized to act on behalf of the Operations Manager.

“**Owners**”, when used in relation to any Vessel, means the person(s) or entities having ownership or control of the Vessel at the time in question. In the case of chartered vessels, “Owners” for purposes of this Manual shall include both the registered owner(s) of the Vessel and the voyage, time or demise charterer(s) of the Vessel. As used herein, the term “Owners” shall also include the Shipping Party in those instances where the Shipping Party is neither a registered owner nor a voyage, time or demise charterer.

“**Owner’s Agent**” means any person(s) appointed by Owners to act on behalf of Owners in the United States, including the ship’s agent.

“**Product**” shall have the meaning stated in Section I.E.

“**Shipping Party**” means the party on whose behalf the Cargo in question is to be loaded or unloaded at the Terminal.

“**Targa**” or “**Company**” means Targa Downstream LLC.

“**Targa System**” means the Terminal and any other of Targa’s or Targa’s affiliate’s facilities, pipelines, or storage assets.

“**Terminal**” means Targa’s Galena Park, Texas Marine Terminal.

“**TWIC**” means Transportation Worker Identification Credential, as issued by the United States Transportation Security Administration.

“**Vessel(s)**” means any marine tanker vessel, integrated tug/tank barge unit, inland or ocean-going barge, or any other deep water marine vessel calling at the Terminal for any purpose.

“**Vessel Interests**” means the owners, operators, and charterers (of all levels) of the Vessel calling at Company’s Terminal to load or discharge Product or other cargoes.

**D. TERMINAL LOCATIONS AND FACILITIES; HOUSTON PILOTS' DEPTH AND SIZE RESTRICTIONS**

1. The Terminal is located on the Houston Ship Channel ("Channel") at Hunting Bayou approximately 46 miles (74 km) north of the Galveston, Texas sea buoy. Safety limitations established by the Houston Pilots Association and currently in effect for Vessel movements in this portion of the Channel apply to the Terminal and its berths. *See* Houston Pilots Association website for current limitations: <http://houston-pilots.com/>.
2. There is no noticeable current in the Channel and tide changes are minimal at the Terminal berths. Waves are sometimes created by passing vessels in the Channel and may cause surging of moored Vessels. Prevailing winds are from the northwest in winter and from the southeast in summer with velocities sometimes exceeding 20 knots.

**E. PRODUCTS HANDLED BY TERMINAL**

The Terminal facilities are designed to load, unload and handle liquified propane, butane, natural gasoline, ethylene and other LPG or petroleum liquid Cargo (each a "Product" and, collectively "Products"). Unless odorization is required by Government Regulations or a Contract, none of the Products delivered by Shipping Party to Company pursuant to this Manual shall be odorized.

**F. TERMINAL DOCK AREA PLOT PLAN**

See Appendix I of this Manual, which sets forth the Terminal's stock dock and mooring plan.

**G. SHIP BERTHS/DOCKS**

Five berths in total are available for Vessels: 4 berths are available for LPG/C vessels; three berths can also accommodate barges (Berths 2, 3 and 4):

1. Berth No. 1 can handle Vessels up to 650' (198.2 m) in length, 110' (35.5 m) wide, and 37' (11.3 m) max draft and has the following loading arms available: (a) one 6" cryogenic hose -- used for fully-refrigerated ethylene; (b) one 6" liquid hose -- used for semi-refrigerated/ambient temperature products; and (c) one 6" vapor / flare hose.
2. Berth No. 2 can handle Vessels up to 700' (213.4 m) in length, 110' (35.5 m) wide, and 39' (11.9 m) max draft and has piping systems for loading refrigerated propane and butane through one 16-inch loading arm, as well as 8-inch loading arms for loading/unloading a variety of LPG-type products and a 10-inch loading arm for loading natural gasoline on barges.
3. Berth No. 3 can handle LPG products and natural gasoline Cargo operations for barges (400' (121.9 m) overall length, no max beam, and 12' (3.66 m) max draft).



4. Berth No. 2B can handle LPG products and natural gasoline cargo operations for barges (380' (115.8 m) overall length, 54' (16.4 m) max beam, and 13' (3.96 m) max draft).
5. Berth No. 4B can handle LPG products and natural gasoline cargo operations for barges (380' (115.8 m) overall length, 54' (16.4 m) max beam, and 13' (3.96 m) max draft).
6. Berth No. 4 can handle Vessels up to 760' (231.6 m) overall length, 123' beam (37.49 m), and 40' (12.2 m) max draft and has two 16-inch (40.6 cm) loading arms installed for loading/unloading refrigerated propane and butane. Additionally, stainless steel hoses are provided for loading/unloading other LPG products.
7. Berth No. 5 can handle Vessels up to 800' (243 m) overall length, 123' beam (37.49 m), and 40' (12.2 m) max draft and has two 16-inch (40.6 cm) loading arms installed for unloading refrigerated propane, butane, and loading refrigerated propane or butane.

Note: The beam of 110' listed above for Berths 1 and 2 is the maximum permissible width of a vessel at one of these docks when the other dock is empty. When both Berths 1 and 2 have vessels berthed simultaneously, **the sum of the two beams is not to exceed 191' (58.8 m)** due to Houston Pilots Association and tug safety rules.

#### **H. LIQUID PRODUCT HANDLING SYSTEMS**

1. Berth Nos. 2, 4 and 5 are used for nearly all fully-refrigerated liquid propane and butane loading/unloading. Liquid Products at temperatures from -50°F (-45°C) to 100°F (37.8°C) and at pressures up to 150 psig (10.3 Bars) can be loaded or received at the loading arms.
2. For LPG export Cargoes, pipeline flow rates shall not exceed 15,000 bbls./hr. (2,385 cu./m/hr.).
3. Simultaneous loading of dissimilar Cargo Products shall be at the sole discretion of the Terminal.
4. Loading of similar Cargo Products via one loading arm or multiple loading arms shall be at the sole discretion of the Terminal and subject to the physical capability of the applicable dock at the Terminal.

#### **I. CARGO MEASUREMENT; CARGO INSPECTIONS; CUSTODY TRANSFER**

1. Quantity Measurement. The quantity of Cargo unloaded or loaded by Company pursuant to this Manual shall be determined by a recognized and reputable Inspector acceptable to both Company and Shipping Party. Absent manifest error or fraud, the Inspector's determinations as to the quantity of Cargo(s) unloaded from or loaded to Shipping Party's nominated Vessels shall be conclusive and binding upon Company, Shipping Party, and Vessel Interests. All Cargo volumes unloaded or loaded hereunder shall be determined in accordance with the applicable API method in effect on date of such unloading or loading.

2. Quality Inspections. Company shall have the right, but not the obligation, to determine the quality of any Cargo Product unloaded or loaded by Company. If an Inspector is utilized to determine the quality or liquid volume percentages related to any Cargo Product unloaded or loaded by Company, such Inspector shall be mutually agreed between Company and Shipping Party. Absent manifest error or fraud, the designated Inspector's determinations as to quality (as determined by applicable ASTM chemical testing standards for the Product) and liquid volume percentages shall be conclusive and binding upon both Company, Shipping Party, and Vessel Interests. For Product unloaded by Company, representative samples of each Cargo Product shall be taken from the Vessel's tanks, but if such samples are not available, they shall be taken from line sampling devices on shore. For Product loaded by Company, representative samples of each Cargo Product shall be taken from line sampling devices on shore, but if such samples are not available, they shall be taken from the Vessel's tanks.

**J. OTHER SERVICES AVAILABLE**

1. For Vessels: Bunkers may be loaded via barge simultaneously with Cargo loading or unloading operations on Docks 1, 2, 4 or 5. Bunkers may be loaded on Dock 1, 2, 4 or 5 only with prior approval by Terminal Operations. Supply services normally required by Vessels in port are available, and supplies may be loaded by launch onto Vessels from each of the four docks. The loading of supplies is subject to the rules and procedures set forth in Section II of this Manual.
2. For Vessel Personnel:
  - a. Taxis or other transportation can be summoned to the Terminal entrance security gate area for picking up Vessel personnel.
  - b. Smoking areas are not provided for Vessel personnel.
3. For Ship Visitors: When so instructed by the Master, or his agent, and after the names have been provided to Terminal's security gate operator, and subject further to restrictions imposed by applicable Government Regulations, only Vessel visitors necessary for the safe operation or sailing of the Vessel, whose names have been provided to the Terminal's security gate operator, will be allowed to enter the Terminal and proceed to the Vessel. All approved visitors without TWIC cards must be escorted to and from the Vessel by facility supplied escorts after checking in at Targa Security and viewing the facility orientation video. Approved visitors with TWIC cards may proceed directly to the designated parking area or the Vessel with no loitering in the Terminal after checking in at Targa Security and viewing the facility orientation video.
4. Waste Disposal.

- a. The Master is responsible for adhering to existing Government Regulations covering waste disposal and air and water pollution. Upon request to the Terminal, contaminated ballast may be removed by launch at the Vessel's/Shipping Party's sole cost and expense. Any such time spent in removal of ballast at the Vessel's request shall not count as laytime or as time on demurrage. On request, ballast may be offloaded simultaneously with Cargo loading or offloading at the Terminal's sole and absolute discretion. Upon request, the Terminal representative will inform the Master of proper disposal procedures. The Vessel must meet Coast Guard requirements according to MARPOL Oily Waste Reception Facility Requirements.
- b. It is understood and agreed by the parties that the Terminal has no facilities for handling ballast water and that Shipping Party shall be solely responsible for arranging and paying for any handling of clean or contaminated ballast water for Vessels employed by Shipping Party and for any related pollution discharges and attendant damages. Upon request, the Terminal will supply a list of Coast Guard approved contractors and reception facilities for ballast water, slop oil, or garbage.

## **II. TERMINAL RULES AND PROCEDURES**

### **A. APPLICABILITY**

1. These rules and procedures have been written and issued by the Company for the purpose of protecting life and property and for ensuring compliance with all applicable Government Regulations. These rules and procedures apply to every Vessel docking at the Terminal and using Terminal facilities. Compliance with these rules and procedures is mandatory.
2. Said rules and procedures shall apply when Vessels are berthed at the Terminal or are in the process of docking, departing from Terminal docks or maneuvering within the navigable waters adjacent to the Terminal docks and facilities and the channels, fairways and approaches thereto.

### **B. GENERAL CONDITIONS**

1. The Master acknowledges that he is responsible in all circumstances for the safety of his Vessel and for compliance with all Government Regulations applicable to the operation, maintenance and condition of his Vessel. Moreover, the Master shall take all action necessary to ensure that safe conditions are maintained at all times.
2. If, in the judgment of the Terminal Manager, actions of the Master, the Vessel's crew or Vessel Interests to which these rules and procedures apply, are not in compliance with these rules and procedures, then the Terminal Manager may notify the Master of such violations and may order the shutdown of any transfer operations. Such shutdown orders will remain in effect until corrections and adjustments are made and the Terminal Manager is satisfied that the Vessel and Vessel Interests actions and operations will be in full compliance with these rules and regulations, and so notifies the Master. Any delays caused by such non-compliance by the Vessel Interests shall be solely for the account of the Vessel and Shipping Party and any time lost due thereby shall not count as laytime or as time on demurrage.
3. Transfer of liquid Cargoes from the Vessel to the Terminal facilities shall not commence until a Declaration of Inspections is properly executed in accordance with applicable rules of United States Code of Federal Regulations, 33 CFR 156, 150 and 46 CFR 35.35-30 and has been presented to the Terminal Manager or his designated representative and after such time as the Manager or designated representative is satisfied that the conditions of the Vessel are as stated therein. The Vessel is responsible for ensuring compliance with Oil Companies International Marine Forum Mooring Guidelines, that the Vessel is safely moored at the Terminal, that mooring lines are monitored regularly, and emergency response procedures are in place in the event of surge or parting incident. See also Section II.E below.

4. The Master shall cooperate promptly when instructed to vacate a Terminal berth. The Terminal Manager or its designee will give due regard to hazards affecting the Vessel's movement when requesting a Vessel to vacate a berth. It is the Vessel's responsibility to make arrangements with pilots and tugs prior to sailing.
5. No berthing fees are charged for normal Cargo transfers. Wharfage fees will be charged, however, to Vessels causing undue delay or expense or to Vessels remaining at berth after completion of loading/unloading. These fees will be assessed per the Port of Houston Tariff #8 in effect on the date of arrival.

**C. VESSEL NOMINATIONS**

1. Shipping Party shall nominate Vessels in writing ("Vessel Nomination") to Company at the following address:

Attn: Operations & Logistics Supervisor  
 Targa Downstream LLC  
 Galena Park Marine Terminal  
 P.O. Box 485  
 Galena Park, Texas 77547

Email: GPMTvetting@targaresources.com and vessels@targaresources.com

Company shall communicate in writing acceptance or rejection of nominations made in accordance with the provisions hereof to Shipping Party at the address specified in the Vessel Nomination.

2. Vessels nominated by Shipping Party shall fall within the following dimensions or the maximum dimensions allowed by Government Regulations, if less than set forth below:

DOCK	MAXIMUM LOA	MAXIMUM DRAFT IN FRESHWATER	MAXIMUM BEAM
1*	650 feet	37 feet	110 feet
2*	700 feet	39 feet	110 feet
2B	380 feet	13 feet	54 feet
3	400 feet	12 feet	N/A – no max beam for barges
4	760 feet	40 feet	123 feet
4B	380 feet	13 feet	54 feet
5	800 feet	40 feet	123 feet

\*Note: The beam of 110' listed above for Docks 1 and 2 is the maximum permissible width of a vessel at one of these docks when the other dock is empty. When both Berths 1 and 2 have vessels berthed simultaneously, **the sum of the two beams is not to exceed 191' (58.8 m)** due to Houston Pilots Association and tug safety rules.

3. Unless otherwise provided in the applicable Contract,
  - a. The Vessel Nomination shall include the name and dimensions of the Vessel, its expected arrival date, within a five-day arrival window (laycan), at the Terminal, which date shall be at least thirty (30) days after the submission of the Vessel Nomination, and the type and quantity of Product to be loaded or unloaded. Within fifteen (15) days of the expected arrival, Shipping Party shall update its Vessel Nomination to an expected arrival date within a three (3) day arrival window (laycan) which shall fall within the original five-day arrival window (laycan) (the "15 Day Nomination"). Within seven (7) days of the expected arrival, Shipping Party shall update its 15-Day Nomination to an expected arrival date within a two (2) day arrival window (laycan), which shall fall within the three (3) day arrival window (laycan) included in the 15-Day Nomination. Unless otherwise approved by Company, expected arrival date(s) for any subsequent Vessel(s) nominated by Shipping Party shall be no less than fifteen (15) days following the expected arrival date of Shipping Party's prior Vessel.
  - b. Each Vessel Nomination and its associated laycan shall be for one Vessel only and be subject to reasonable acceptance by Company within ninety-six (96) hours from when such Vessel is nominated. Rejection of Shipping Party's nominations based on Company's or a third party's previously scheduled use of such facilities for its or their own business purposes shall be deemed reasonable. Company shall have the right to refuse acceptance of any nominated Vessel or withdraw any such prior acceptance if Company determines, acting as a prudent operator, that such Vessel is unacceptable for safety reasons or for any reason that could potentially adversely affect Company, Company's other customers or the operation of the Terminal. All Vessels nominated by Shipping Party shall be subject to SIRE vetting inspection and Company's approval thereof at Shipping Party's sole expense. Company's acceptance or rejection of the nominated Vessel ordinarily will be communicated to Shipping Party within forty-eight (48) hours after Company's receipt of the Vessel Nomination, but the failure to approve of the nomination within such period does not constitute acceptance of the nomination.
  - c. Company's acceptance of a Vessel Nomination shall not constitute a continuing acceptance of such Vessel for loading or unloading upon its arrival at the Terminal, and Company shall have the right, upon arrival of the Vessel at the

Terminal or at any time thereafter, to withdraw its acceptance of the Vessel if Company determines, acting as a prudent operator, that such Vessel is unacceptable for safety reasons or for any reason that could potentially adversely affect Company, Company's other customers, or the operation of the Terminal. If Company has not accepted a Vessel, or withdraws its acceptance of such Vessel prior to its arrival at the Terminal in accordance with the above, such Vessel shall not dock at the Terminal. If Company at any time withdraws its acceptance of a Vessel, in accordance with the above, after that Vessel has docked at the Terminal, at the direction of Company the Vessel shall immediately vacate the Terminal dock, and, if the Vessel has begun to load or unload Cargo, the Vessel shall immediately cease loading or unloading, disconnect from the Terminal facilities and equipment, and vacate the Terminal dock. In such an event, all costs thereof shall be for the account of the Vessel and Shipping Party, and no demurrage whatsoever shall be payable by Company for such Vessel's call at the Terminal, regardless of the amount of laytime expended as of the time the Vessel is directed to vacate the berth.

**D. SHIP-TO-SHORE COMMUNICATIONS**

1. Direct voice communications between Vessel personnel and Terminal personnel will be initiated and sustained by handheld two-way radios prior to commencing loading or unloading operations. Terminal personnel will supply one such radio to the Master of the Vessel or his designee or other person in charge of the Vessel. Such handheld, two-way radio shall be continuously operated throughout the period when the Vessel is transferring Cargo. The radio shall be returned to Terminal personnel in the condition it was supplied upon the completion of loading/unloading operations.
2. Voice communications shall be in English; therefore, all Vessel's crew members on duty and responsible for the unloading operations shall be proficient in the English language.
3. A reliable, competent crew member shall also be stationed on deck during any transfer operation to relay communications from the Terminal's personnel to the Vessel's personnel that are not on duty or responsible for unloading operations. Any crewmen so used shall be proficient in the English language
4. Company reserves the right to suspend or terminate Cargo operations if, in its sole discretion, it determines that any Vessel crew or others participating in the Cargo operations on behalf of the Vessel pursuant to Section II.D.2 or II.D.3 above are not proficient in the English language and present a danger to the Terminal, the Vessel and/or Cargo operations. In such event, the Vessel shall immediately provide a qualified substitute, and any delays in the Cargo operations occasioned thereby shall be solely for

the Vessel's and Shipping Party's account and the time lost thereby shall not count as laytime or as time on demurrage.

#### **E. VESSEL MOORING**

1. With prior approval of the Houston Pilots Association, the Terminal can provide a berth for Vessels up to 800 feet (243.8 m) in length. The Terminal specifically disclaims any safe berth, port, place, approach, waterway, channel, location or place warranty. Although it is the responsibility of the Master to adequately tie his Vessel to the Terminal's docks, the Company recommends that the Vessel be tied to mooring structures in accordance with the diagrams included in Appendix I to this Manual. Any material deviation from these recommendations shall entitle Company to suspend or terminate Cargo operations until such unsafe condition is rectified. Any delays in the Cargo operations occasioned thereby shall be solely for the Vessel's and Shipping Party's account and the time lost thereby shall not count as laytime or as time on demurrage. Vessel Interests, Vessel and Shipping Party are jointly and severally liable for any damage caused by the Vessel to the Terminal's docks, and all attendant economic and consequential damages, including business interruption. Company relies heavily upon the docks and attendant equipment to carry out Cargo operations, which if disrupted will seriously affect Company's revenue stream and purchase and sale Contracts for Product.
2. It is the responsibility of the Master and the Vessel's crew to provide adequate and well-maintained mooring lines of sufficient strength to hold the Vessel during expected conditions of surge, current, and weather and to ensure that such mooring lines and suitable and fit for such purposes. Mooring lines shall be adjusted at all times for changes in draft, drift, and tide. If a Vessel's mooring lines are not kept tight and/or properly adjusted, or, in Company's sole and absolute discretion, the condition of the mooring lines is deemed by Company to present a danger to the Terminal, the Vessel, and/or conduct of Cargo operations, Company may suspend or terminate Cargo operations and/or order the Vessel to vacate the Terminal's dock until such dangerous conditions are addressed to the Company's reasonable satisfaction is rectified. Any delays in the Cargo operations occasioned thereby shall be solely for the Vessel's and Shipping Party's account, and the time lost thereby shall not count as laytime or as time on demurrage. **IN NO EVENT MAY A VESSEL UTILIZE NYLON MOORING CABLES OR WIRE OR NYLON-CONNECTIONS AT THE TERMINAL** (wire lines are permissible with non-wire/non-nylon connections to the mooring hook).
3. To minimize maneuvering challenges upon departure from the Terminal, all Vessels are expected to berth aft toward the shore. Only with advance approval by the Houston Pilots may a Vessel request berthing bow toward the shore. Barges calling on Docks 2B and 4B



are requested to depart fleet and arrive at the Terminal header-inbound and to depart from the Terminal in the same orientation to minimize movements within the Terminal berth. It is recognized that the transit and arrival / departure of the tug / barge unit is under the discretion of the tug captain. In the event the tug captain deems this manner of transit impractical, the tug captain will communicate directly with USCG VTS (Vessel Traffic Services) in advance of movement to confirm the intended safe transit and mooring of the tug / barge equipment.

## **F. LOADING AND UNLOADING OPERATIONS**

1. Upon berthing, completion of required inspections, and after proper clearance has been given, the Vessel will be boarded by one or more of the Terminal's representatives, including, but not limited to, the Terminal Manager or his duly authorized representative, for the purpose of verifying, jointly with Vessel's personnel, that the Vessel, her equipment, and crew comply with the provisions of this Manual and that the "Notice of Receipt", the "Declaration of Inspection", the "Declaration of Security", the "Notification of the Delivery of Wastes/Residues", and the Company's "Pre-Arrival Questionnaire" (to be submitted at a minimum 24 hours prior to arrival at the Terminal), are all properly executed, submitted or completed. (A copy of the "Notice of Receipt" is set forth at the beginning of this Manual and all other acceptable forms of each of the foregoing are set forth in Appendix II to this Manual.) At the time of this boarding and inspection:
  - a. The "Notice of Receipt", the "Declaration of Inspection", the "Declaration of Security", and the "Notification of the Delivery of Wastes/Residues" shall be signed;
  - b. The Terminal representatives shall describe Terminal Cargo loading and unloading procedures to the Master or his authorized representative or other person in charge of the Vessel and both parties shall jointly agree and confirm specific details for the ensuing loading/unloading operations;
  - c. Liquid Product samples from each shoreline or shore tank may be taken; and
  - d. A portable, handheld, two-way radio will be issued to the Master or his authorized representative or other person in charge of the Vessel to be used for ship-to-shore voice communication continuously during loading or unloading operations. See Section II.D.
2. All pumping rates are governed by the applicable Contract.
3. For Cargoes being unloaded, Vessels are expected to berth with the discharge pipe manifold removed, and pumps and pipelines ready to commence unloading of Cargo upon connections with the dock's loading/unloading arms. All cargo lines not in use will be blinded. For both Cargo loading and unloading operations, the parties will complete a

Declaration of Inspection and all attendant requirements before commencing Cargo operations.

4. The Vessel shall, in all cases, load/unload Cargo at rates equal to or exceeding applicable Contract rates, and failure to do so shall be deemed the fault of the Vessel. All delays occasioned thereby shall be for the account of the Vessel and any time lost thereby shall not count as laytime or as time on demurrage.
5. The Vessel shall not start Liquid Product transfers from ship-to-shore , or shall stop if already started, when any of the following conditions exists:
  - a. The occurrence of an electrical storm at or near the Terminal;
  - b. A Fire occurring either at the Terminal or on any ship or barge berthed at the Terminal;
  - c. When the Vessel is not held fast and firmly to berthing dolphins – a condition caused by mooring lines become slack;
  - d. Any liquid, hydrocarbon, product or chemical spill occurring at or near the Vessel, pipeline pumps, heaters, or other Terminal equipment; or
  - e. The Terminal Manager, or his designated representative, determine that insufficient qualified personnel are available (either on the Vessel or at the Terminal) to competently and safely handle the Cargo transfer operations.

#### **G. PERILOUS WEATHER**

1. When severe weather conditions develop, including hurricanes; strong winds; heavy rain; fog; floods; and tidal surges into the Terminal area, the Terminal Manager shall decide what safety precautions are necessary and shall issue commands accordingly. Loading/unloading shall stop and loading arms shall be disconnected from the Vessels. The Vessel's safety is the Master's responsibility. However, the Terminal Manager may order the Master move his Vessel from Company's docks. In any event, the Master shall take every precaution and action considered good practice and appropriate for the situation at hand to protect life and property. Time lost due to actions taken due to such severe weather shall not count as laytime or as time on demurrage and the parties shall bear their own costs in connection therewith.
2. When localized storms occur in the vicinity of the Terminal, all Cargo loading/unloading operations may – at the discretion of the Terminal Manager or his designee – be suspended or terminated. Time lost due to actions taken due to such storms shall not count as laytime or as time on demurrage and the parties shall bear their own costs in connection therewith.
3. All loading/unloading shall stop during electrical storms that occur near the Terminal. Time lost due to actions taken due to such electrical storms shall not count as laytime or as time on demurrage and the parties shall bear their own costs in connection therewith.

## H. SECURITY AND SAFETY

### 1. Security

- a. Company abides by Coast Guard/Department of Homeland Security MARSEC Levels 1, 2 and 3, and Vessel interests are bound by same and obligations attendant thereto. Company has adopted procedures and practices intended to protect both the Vessel(s) and Terminal facilities from any occurrences detrimental to their safety. Company and Vessel representatives will prepare respective Declarations of Security, which is a checklist that each party executes noting compliance with security measures required by the International Code for the Security of Ships and Port Facilities (“ISPS Code”). The entrance gate is staffed at all times.
- b. Terminal security personnel shall immediately report any suspicious or unusual circumstances to the Terminal Manager or his designated representative, and the Master of each affected Vessel.
- c. The Vessel’s agents shall furnish to Targa Security a list of names of the entire Vessel’s crew, and shall be responsible for updating this list with any changes. Such lists shall be presented immediately after the Vessel docks and they shall be used to verify names of crewmen departing and returning to the Vessel.
- d. The Vessel’s agents shall furnish to Targa Security a list of expected Vessel visitors including suppliers, vendors, and repairmen. Only those necessary for the safe operation or sailing of the Vessel will be permitted passage to the Vessel. All stores and supplies must be delivered by launch.
- e. The main security gate will maintain a list of all approved vendors and names of each Vessel’s crewmembers. There will be no admittance to the facility by any other personnel unless pre-approved by Company. Company will supply escorts, at no charge, to non-TWIC holding Vessel crew members and pre-approved visitors to the Vessels. Non-TWIC holding Vessel crewmembers must stay aboard the Vessel until facility-supplied escort arrives. TWIC holders do not require an escort. Vendors will not be allowed inside the facility, unless the delivery is an integral service that would prevent the safe operation of a Vessel or prevent the Vessel from sailing. Company does not charge for escorts or deliveries by launch. Please allow ample advance notification for escort needs and arrival times of launch and bunkering services.
- f. Any member of a crew whose name appears on the official crew list returning to the Terminal entrance gate and who, in the judgment of the Terminal’s security personnel, appears to be physically impaired due to alcoholic beverages or for any

other reason, whether or not in possession of a TWIC, shall be detained at the gate by security personnel until the Master provides an escort for said crewman back to the Vessel.

2. Warning Signs and Signals

- a. Fire signals are specified in detail under Section II.L.
- b. During the time when Products are being transferred to shore, all Vessels loading and unloading these Cargoes shall display red flags during daylight hours and red lights during nighttime. Such warning signs shall be visible on all sides of the Vessel.

3. Hazards

- a. Smoking is prohibited on board Vessels that are moored alongside Terminal docks except in those enclosed spaces aboard the Vessel that are specifically designated by the Master for that purpose.
- b. Open fires and lights are prohibited on board Vessels that are moored alongside Terminal docks. All flashlights used shall be of the non-sparking, safety type.
- c. Cameras and portable radios shall not be used on Terminal docks or on the open decks of Vessels while Vessels are tied to the docks unless permission has been granted by the Terminal Manager.
- d. The Master and his crew will exercise extreme caution with all electrical gear and equipment aboard the Vessel. No portable electrical equipment shall be used on any weather deck of any Vessel while moored to Terminal docks. Specially approved extension cords that are in good repair, cluster lights and approved (vapor proof) gloves may be used on the Vessel as required. Electrical extension cords shall not be used on the Vessel's main decks.
- e. Special precautions shall apply to Vessel navigation and communications equipment as follows: (i) the main transmitting antennae shall be switched from the transmitters to ground before liquid Cargo transfer commences; (ii) radar equipment must be put in "off" condition; and (iii) only servicing work absolutely essential to operation of radio and radar equipment is allowed and the execution of such work shall be approved in advance by the Terminal Manager.
- f. No activity producing or likely to produce sparking is permitted, either on deck or around the hull of a Vessel.
- g. Engine repairs shall not be undertaken while Vessels are at berth unless such repairs are absolutely necessary for a Vessel to depart from the docks.
- h. All external doors and hatches in the mid-ship and aft accommodations shall be closed during liquid Cargo transfer operations. Air conditioner systems shall be

operated to prevent flammable gas from entering the ducts or any parts of the system.

- i. Venting flammable gases to the atmosphere shall be prohibited at all times while the Vessel is berthed at or in the immediate vicinity of the Terminal.
- j. The mooring or lashing of boats or small craft having mechanical propulsion equipment aboard to a Vessel shall not be permitted during times of liquid Cargo transfer or while ballasting is underway unless permission has been specifically granted by the Terminal Manager.
- k. Only specially authorized motor vehicles are permitted on or near the docks. Permission must be granted by the Terminal Manager.

4. Emergency Precautions

- a. When used, steel tow cables should be deployed offside bow and quarter while Vessels are moored to the docks. These cables are for moving the Vessels by tugboats in case of emergencies. The cables shall be extended so that the towing eyes are at water level.
- b. The firefighting equipment aboard Vessels moored at Terminal docks shall be kept ready for immediate use. Vessels shall have pressurized fire hoses laid out on deck. A connection to the docks fire water system shall be provided.

**I. REFUELING**

- 1. Bunker fuel may be taken aboard Vessels during times when liquid Product is being loaded or unloaded, but bunkering at Docks 1, 2, 4 and 5 may only occur at nighttime (these berths handle daylight restricted vessels).
- 2. It is recommended that bunker fuel be scheduled to arrive as soon as possible after a Vessel has docked. Such scheduling must not prevent delays in departure times. Masters are reminded that remaining at berth awaiting receipt of bunkers following completion of Cargo operations may result in excess berth occupancy charges per the applicable current Port of Houston Tariff. See Section II.B.5.
- 3. Spillage trays or other receptacles shall be placed under the flange connections at a Vessel's bunker manifold in such a way as to catch any spillage.

**J. REPLENISHING SHIP STORES**

- 1. The Terminal allows prescheduled launch services to supply provisions for Vessels through the Vessel's agents. Through the Vessel's agent, all provisions and supplies should be delivered to an approved launch service. All operations involving the taking-on of stores and supplies shall be in accordance with Coast Guard regulations. Per 46 CFR § 151.45-

4(j),<sup>1</sup> which is applicable to barges carrying bulk liquid hazardous material cargoes, packaged goods, freight, and ship's stores shall not be loaded or discharged during the loading of flammable cargoes except by permission of the person in charge of the transfer operation. Similarly, in accordance with 46 CFR § 35.35-55, tankships and barges on all waters are prohibited from loading or unloading packaged goods, freight, or ship's stores during the loading or unloading of cargo Grade A, B, or C except by permission of the person in charge of the transfer of liquid cargo in bulk. Motorized vehicles **are not** allowed on the dock or the dock roadway to the platform during loading/unloading or liquid Cargoes.

2. It is recommended that gas or liquid cylinders of any type or kind, heavy drums or heavy equipment shall neither be loaded nor unloaded during times when Vessels are transferring liquid Cargoes. It is further recommended that all liquid Cargo transfer operations should be suspended when such equipment loading or loading/unloading commences and should remain suspended until such loading/unloading is completed. Time lost due to such suspension undertaken solely for Vessel's purposes shall not count as laytime or as time on demurrage.

#### **K. MISCELLANEOUS REQUIREMENTS**

1. Boiler tubes shall not be blown while Vessels are alongside docks and precautions shall be taken to prevent sparks and soot particles escaping from the Vessel's smokestacks.
2. Scuppers must be securely plugged before liquid Cargo transfer operations begin and care shall be taken to avoid any spillage or overflow.
3. All overboard discharge or suction valves that are connected to the Vessel's Product transfer ballast or Cargo tank systems shall be sealed, lashed, or locked in the closed position except when used to load or unload ballast.
4. The Master shall notify the Coast Guard and the Terminal as soon as possible after the occurrence of any oil spill or other water pollution emanating from the Vessel or otherwise occurring from any source during Cargo operations. See Section II.N.
5. Tugs.
  - a. The Terminal Manager requires that a minimum of one properly sized tugboat (two recommended) be used when docking and undocking Vessels of up to 57,000 cubic meters.

**Note:** The assist tug will be used in the Company slip area.

---

<sup>1</sup> § 154.45 applies to barges certificated as tank barges (Subchapter D 46 CFR) or cargo barges (Subchapter I of 46 CFR).

- b. The Terminal Manager requires that a minimum of two properly sized tugboats (three recommended) be used when docking and undocking vessels larger than 57,000 cubic meters.

**Note:** The assist tugs will be used in the Company slip area.

6. The Vessel may be required to use its own gangplank. The gangplank must be in good operating condition, and will be rigged properly with handrails. The use of a safety net is required. The gangplank must be safely secured at all times.
7. Gas freeing, cleaning, and venting of Vessel's tanks to atmosphere is strictly prohibited at all times when the Vessel is at or near the Terminal.

#### **L. FIRE CONTROL AND ALARMS**

1. The Master shall be alert and prepared to control and extinguish any Fires that may occur. Alarms shall be sounded immediately after the discovery of any Fire that threatens the safety of life and property.

2. Alarms and Actions:

- a. For Vessels Alongside Docks: One or more blasts of a Vessel's whistle shall be sounded. Each blast shall be at least ten seconds in duration. The general alarm system aboard the Vessel shall be sounded and shall continue as long as appropriate.
- b. For Terminal: A continuous blast on the fire siren and the simultaneous illumination of an amber light. These devices are installed throughout the facility and in the dock area. Siren is tested at 0900 on Fridays.

- c. Actions to be taken by Vessels:

- (1) For Fire on Vessels:

- a. Sound alarms.
- b. Cease all transfer operations and close all valves.
- c. Commence firefighting.
- d. Advise Terminal personnel of the exact situation and state what the needs are.
- e. Bring Fire under control.

- (2) For Fire on other ships or Fire at the Terminal: Unless otherwise instructed by Terminal Manager:

- a. Stop all transfer operations and close all valves.
- b. Stand by to disconnect all loading arms from the docks.
- c. Start engines and stand by for departing the docks.

- d. Actions to be taken by the Terminal:

- (1) For Fire at the Terminal:

- a. Sound alarms and illuminate amber light.
- b. Stop all transfer operations and close all valves.
- c. Commence firefighting.
- d. Stand by to disconnect all loading arms.
- e. Advise Vessel Master and crew of the exact situation.
- f. Activate the Terminal emergency procedures, including the stopping and directing of all vehicle traffic within the Terminal.

(2) For Fire on Vessels:

- a. Stop all transfer operations and close all valves.
- b. Stand by to disconnect all loading arms from the Vessels.
- c. Start fire pumps and activate monitor nozzles located near the docks.
- d. Provide assistance to the Vessels.

**M. SPILL CONTROL**

1. The Master shall be alert and prepared to control any spills that may occur. Master shall notify Terminal Operations immediately of any type of spill from the Vessel, or from any other source, into the Houston Ship Channel.
2. Vessels involved with a spill, which include nearby vessels at other docks, shall not depart docks until such spill is cleaned and or Coast Guard gives clearance.
3. Action shall be taken as follows (see Section II.N for notification information):
  - a. For Vessels Alongside Dock Upon Which Spill Occurs:
    - (1) Cease all transfer operations and close all valves.
    - (2) Commence clean up.
    - (3) Notify Terminal personnel of exact situation and state what the needs are.
    - (4) Notify Coast Guard.
    - (5) Contain spill.
  - b. For Terminal:
    - (1) Notify National Response Center
    - (2) Notify Coast Guard if Vessel refuses to call.
    - (3) Notify Terminal Manager.
    - (4) Notify ES&H advisor.
    - (5) Work with Coast Guard and oil spill removal organization (“OSRO”) as required.
    - (6) Notify Texas General Land Office.
    - (7) Notify OSRO, Spill Manager/Qualified Individual.



**N. EMERGENCY CONTACTS**

<b>Terminal Response Personnel</b>	<b>Office</b>	
Terminal Manager	713-450-7207	
Operations Supervisor	713-450-7217	
Control Room	713-450-7243	
Terminal Security	713-450-7244	
<b>Police, Fire, Ambulance</b>	<b>Fire Department</b>	<b>Police Department</b>
General	911	911
Galena Park	713-675-3471	713-675-3471
Houston	911	911
Jacinto City	713-674-1841	713-672-2455
Pasadena	713-477-1122	713-477-1221
Fireboat Barbers Cut	713-670-3611	--
Fireboat Farnsworth	713-670-3611	--
Fireboat Woodhouse	713-670-3611	--
Harris County Sheriff	--	713-221-6000
Texas Dept. of Public Safety	--	911
Ambulance Service	911	--

<b>Government Agencies</b>	<b>Phone Number</b>
National Response Center (Oil Spill & Security Incidents)	800-424-8802
EPA Region VI	214-665-6428 or 866-372-7745
Galena Park LEPC	713-675-3471 or 911
Pasadena LEPC	713-475-5588
Texas Commission on Environmental Quality	713-767-3700
Harris County Pollution Control Services Department	713-920-2831
Texas General Land Office (Oil Spill)/Dept. of Public Safety	800-832-8224
Texas Railroad Commission	713-869-5001
PTRR Tower Master or Yard Master (Stop Train Traffic)	713-393-6500
Washburn Tunnel	713-455-0062
Local Water Authority City of Houston	311 help line or 713-837-0600
<b>U.S. Coast Guard</b>	<b>Phone Number</b>
Sector Houston-Galveston Operations & Emergencies	281-464-4840
<b>Neighbors</b>	<b>Phone Number</b>
Magellan Midstream Partners LP	713-330-2700
Kinder Morgan-Pasadena	713-920-8437
Chevron Pasadena (formerly Pasadena Refining System, Inc.)	713-472-2461 X-1224
Kinder Morgan-Galena Park	713-455-4283
Greensport Industrial Park	713-455-4366

### **III. CONDITIONS OF USE OF TERMINAL**

#### **A. TERMS AND CONDITIONS LEGALLY BINDING**

The Terminal, its docks, ship berths and other related facilities are privately owned and operated. The Company requires Shipping Parties, Owners, Masters, and all others having interests in any Vessels that plan to use the Terminal's facilities to accept the terms and conditions set forth in this Manual, this Manual being deemed to be part of any Contract between and/or among the parties that addresses the loading or unloading of Product at the Terminal and/or the Vessels' use of the Terminal. In consideration for the use of Company's Terminal and attendant equipment and services, Vessel Interests calling at the Terminal hereby consent to the Master or other person in charge of such Vessel signing the Notice of Receipt contained in this Manual following the cover sheet, therein confirming that a copy of this Manual is on board the Vessel binding the Master, the Vessel, its Owner and the Shipping Party to abide by the terms hereof. Notwithstanding the Company's absolute right to refuse permission for any Vessel to call at the Terminal due to refusal or failure of the Master to sign such Notice of Receipt, should the Master so fail or refuse and the Vessel be thereafter permitted by Company to call and berth at the Terminal, the parties agree that this Manual shall be deemed accepted by the Vessel, the Owner and the Shipping Party without the necessity of such signature. In consideration of the use of the Terminal, this Manual shall apply without limitation when Vessels are berthed at the Terminal, are in the process of docking or departing from Terminal docks, or when maneuvering within the navigable waters adjacent to the Terminal docks and facilities and the channels, fairways and approaches thereto, regardless of whether or not any charge is made by Company with respect thereto and regardless of whether the Master or person in charge shall have signed the Notice of Receipt.

#### **B. LIABILITY AND INDEMNITY**

- 1. OWNER AND SHIPPING PARTY ("OWNER GROUP") WILL RELEASE, DEFEND, INDEMNIFY AND HOLD COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, INDEPENDENT CONTRACTORS AND SUBCONTRACTORS, AGENTS, AND INVITEES (COLLECTIVELY, "COMPANY GROUP") HARMLESS FROM AND AGAINST ANY AND ALL (I) VESSEL CLAIMS AND (II) ANY CLAIMS RELATING TO PERSONAL INJURY, ILLNESS OR DEATH OF NATURAL PERSONS, ENVIRONMENTAL POLLUTION, AND DAMAGE TO OR LOSS OF PROPERTY THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR ARE IN CONNECTION WITH (X) THE BREACH BY OWNER GROUP OF ANY TERM OR CONDITION OF THIS MANUAL, (Y) THE LOADING, DOCKING, DISCHARGE OR TEMPORARY STORAGE OF PRODUCT, OR USE OF THE TERMINAL OR ANY**

RELATED FACILITY IN CONNECTION WITH THIS MANUAL, OR (Z) ANY NEGLIGENT ACT OR OMISSION OF ANY MEMBER OF OWNER GROUP, IN THE CASE OF (I) OR (II), REGARDLESS OF WHETHER SUCH CLAIMS ARE IN TORT, CONTRACT, STRICT LIABILITY OF ANY SORT, OR CAUSED BY THE NEGLIGENCE OF ANY MEMBER OF COMPANY GROUP, EXCEPT TO THE EXTENT SUCH CLAIMS ARE PROVEN BY FINAL JUDGMENT IN A COURT OF LAW TO HAVE BEEN CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY GROUP.

2. “VESSEL CLAIMS” MEANS ANY CLAIMS FOR (X) LOSS OF, OR DAMAGE TO OR SUSTAINED BY, WHARVES, BERTHS, DOCKS, OR FACILITIES OF COMPANY OR ITS AFFILIATES, INCLUDING ATTENDANT PHYSICAL, ECONOMIC AND CONSEQUENTIAL DAMAGES, (Y) LOSS OF, OR DAMAGE TO OR SUSTAINED BY, TUGS AND/OR VESSELS (INCLUDING ANY TUGS OR VESSELS OWNED, OPERATED, LEASED, MAINTAINED, CHARTERED BY, ORDERED BY, OR BEING OPERATED FOR THE ACCOUNT OF OWNER GROUP OR ANY MEMBER OF OWNER GROUP (COLLECTIVELY, “OWNER VESSELS”)), AND (Z) PERSONAL INJURY TO, OR ILLNESS OR DEATH OF, ANY PERSON WHO IS A MEMBER OF THE CREW OF, OR OTHERWISE EMPLOYED BY OR A CONTRACTOR OR SUBCONTRACTOR OF, AN OWNER VESSEL, IN THE CASE OF EACH OF PARTS (X), (Y), AND (Z), ARISING OUT OF OR RELATED TO COMPANY’S OR OWNER GROUP’S PERFORMANCE OR THE PRESENCE, OPERATION OR ACTIONS OF OWNER VESSELS AT OR IN THE VICINITY OF THE TERMINAL.
3. THE INDEMNIFICATION PROVISIONS SHALL BE APPLICABLE TO THE EXTENT PROVIDED HEREIN WHETHER OR NOT THE LIABILITIES, OBLIGATIONS, CLAIMS, JUDGMENTS, LOSSES, COSTS, EXPENSES, OR DAMAGES IN QUESTION ARISE OR AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANY MEMBER OF COMPANY GROUP. OWNER AND SHIPPING PARTY ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE TEXAS EXPRESS NEGLIGENCE RULE AND CONSTITUTES CONSPICUOUS NOTICE. THIS CONSPICUOUS NOTICE IS NOT INTENDED TO PROVIDE OR ALTER THE RIGHTS AND OBLIGATIONS OF THE PARTIES, ALL OF WHICH ARE SPECIFIED ELSEWHERE IN THIS MANUAL.
4. With regard to damage to Company’s dock facilities covered by the foregoing indemnity in favor of the named indemnified parties, Owner and Shipping Party hereby further agree to reimburse Company for the cost of repairing any damage to Company’s dock facilities or other property caused by the Vessel while docking, docked, undocking, loading or unloading at the Terminal and/or to reimburse Company for the cost of replacing any such facilities or property destroyed by such Vessel, regardless of fault. In this respect, it is understood that repairs rather than replacement shall be made when feasible and less costly than replacement and that Owner’s and Shipping Party’s liability for reimbursing Company for the cost of restoring damaged facilities or property shall only extend to placing them in

the condition existing before such damage occurred, if possible, it being further understood and agreed that there shall be no deductions for depreciation in establishing the value and cost of repaired or replaced facilities and property.

5. **CONSEQUENTIAL DAMAGES. COMPANY WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (A) DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO THE TERMINAL, EQUIPMENT OR SERVICES, INCLUDING DAMAGES RELATED TO LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, LOSS OF PRODUCTION, OR BUSINESS INTERRUPTION, (B) UNDER APPLICABLE LAW OR GOVERNMENT REGULATIONS, (C) IN TORT OR CONTRACT, (D) UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND (E) REGARDLESS OF WHETHER CAUSED BY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE, OR GROSS), FAULT, OR LIABILITY WITHOUT FAULT OF COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.**

#### **C. POLLUTION**

1. With regard to the pollution liabilities assumed by Shipping Party pursuant to the above indemnities, in the event oily residues, bunkers, ballast, or other polluting substances are leaked, discharged or released during or in connection with a Vessel's call at the Terminal governed by this Manual, Company may use whatever methods are available for prompt, effective mitigation and remediation of such leak, discharge or release and shall keep Shipping Party advised of any such action. All reasonable costs and expenses incurred by Company in connection with such actions shall be for Shipping Party's account and shall be paid by Shipping Party to Company within ninety (90) days of Shipping Party's receipt of an invoice for same.
2. Shipping Party warrants and represents that (i) all chemical substances tendered for loading or unloading at the Terminal pursuant to this Manual comply with all applicable Government Regulations, including but not limited to those under the TSCA, and (ii) Shipping Party shall not tender a chemical substance for entry into the United States in violation of TSCA or any other Government Regulations.

#### **D. VESSEL DOCUMENTATION REQUIREMENTS**

1. The Vessel shall at all times be in compliance with all Government Regulations, including but not limited to Coast Guard regulations, and shall carry all required certificates and documents required by applicable laws. In addition, the Vessel shall comply with all other safety and security procedures adopted from time to time by Company, including, after reasonable advanced written notice, any changes to Company's safety and security

procedures. Any delays in loading or unloading due to failure of the Vessel, Shipping Party or Owner to comply with these requirements shall be solely for the Vessel's account and any time so lost shall not count as laytime or, if the Vessel is on demurrage, as time on demurrage. All Vessels nominated by Shipping Party for loading or unloading at the Terminal will be subject to Company's reasonable vetting, the costs of which shall be borne by Shipping Party. Any Vessel rejected by Company's vetting program may not moor at the Terminal, until the noted deficiencies have been corrected, and Company's vetting staff have approved of the Vessel.

2. Shipping Party shall make available to Company upon request, a copy of each of the following documents on or prior to arrival at the Terminal (electronic versions acceptable):
  - a. Bill of Lading;
  - b. Certificate of Origin of Cargo;
  - c. Vessel's Ullage Report;
  - d. Vessel's Time Log; and
  - e. For Cargoes to be unloaded at the Terminal, Shipping Party's Inspector's certificate(s) of quantity and quality of Cargo Product(s) loaded on board the Vessel at the loading port, if available.

**E. LAYTIME AND DEMURRAGE; LOADING/UNLOADING PRIORITY**

1. All Vessels nominated by Shipping Party for loading and unloading at the Terminal will be subject to Company's reasonable vetting, the costs of which shall be borne by Shipping Party. Laytime and demurrage obligations herein pertain only as between Shipping Party and Company. Company is not liable for demurrage obligations assumed by Shipping Party with respect to the Vessel; however, any potential recovery of demurrage from Company is capped at the amount Shipping Party has actually paid Owners for demurrage.
2. Upon the Vessel arriving at the customary anchorage in Galveston Bay, Shipping Party shall have the Master of the Vessel or his agent give Company's official representative at the Terminal notice (the "Notice of Readiness" or "NOR") by email that the Vessel is ready to proceed to the Terminal and to load or unload Product. If applicable, the Master of the Vessel or his agent must tender NOR no later than daylight restriction (as established and updated by the Houston Pilots Association) on the second day of the Vessel's two-day arrival window (laycan).
  - a. NOR Tendered within Laycan Window. Except as otherwise provided herein, if Shipping Party's Vessel has tendered its Notice of Readiness within its required two-day laycan (prior to any applicable daylight restriction), laytime shall commence upon the earlier of: (i) the expiration of six (6) hours after the giving of such notice, or (ii) upon the Vessel's actual arrival in berth, moored all fast to Company's dock,

- sampling and analysis complete, Product cleared by Shipping Party and Terminal personnel for loading or unloading, loading or discharge manifold is connected and prepared to load or unload Cargo, and Vessel is cleared to load or unload Cargo.
- b. NOR Tendered after Laycan Window Expires. If the Vessel tenders Notice of Readiness after its two-day arrival window (laycan) (which includes the tender of NOR after daylight restriction on the second day of the Vessel's two-day arrival window (laycan)), laytime will commence on the later of: (i) when the Vessel is moored all fast in berth, sampling and analysis complete, Product cleared by Shipping Party and Terminal personnel for loading or unloading, and loading or discharge manifold is connected and prepared to load or unload Cargo, and Vessel is cleared to load or unload Cargo, or (ii) when loading of Product commences.
- c. NOR Tendered before Laycan Window Commences. If the Vessel tenders Notice of Readiness before its two-day arrival window (laycan), laytime will commence on the earlier of: (i) on the first day of its two-day arrival window (laycan) at 06:00 hours or (ii) when loading of Product commences.
- d. Company's representative shall be available to receive a Notice of Readiness to load or unload Cargo at all times. Laytime shall be on a per-Vessel basis and shall cease when all Product has passed the flange connection between the Terminal's discharge lines and the Vessel. Each of the parties hereto agrees to perform its part of the foregoing activities in a timely and reasonable manner.
3. Notwithstanding the expiration of six (6) hours or more after the giving of a Notice of Readiness as above provided in Section III.E.2.a above, time consumed (i) moving the Vessel from the customary place of anchorage until all fast at berth, (ii) shifting berths for Owner's purposes or due to Vessel breakdown, or inadequate Vessel facilities for loading or discharging, and delays in loading or discharging attributable to Vessel's agents, crew or officers or other problem, (iii) awaiting customs, health or immigration clearance, or clearance by other governmental bodies or authorities (including the Houston Pilots Association), (iv) due to prohibition on Vessel movement (including daylight restriction) or load or unload by port or government authorities, (v) due to weather, pollution spill or threat thereof, the shutdown of the Houston Ship Channel, Force Majeure as defined in Section III.F below, or an event of force majeure under an applicable Contract, and (vi) waiting completion of sampling and analysis, shall not count as used laytime or result in demurrage chargeable to Company. Company shall not be liable for laytime or demurrage due to inability to accept Vessel at discharge port unless Vessel arrives within its two-day arrival window (laycan).
4. If by reason of the prior arrival of another Vessel a berth cannot be provided before the expiration of the aforementioned six-hour period, then a berth shall be provided as soon as reasonably possible.

5. Each Vessel shall have pumps and equipment fully operational and capable of loading or unloading Product at the minimum rate per the applicable Contract. Upon request by Company, Shipping Party shall cause the Vessel to pump Product to the Terminal's facilities at such rate as requested by Company from time to time up to the Vessel's maximum pumping capacity. If for any reason other than Terminal equipment limitations or Terminal operating problems the Vessel is in any respect unable to load or unload Product at the minimum rate specified above and such inability could reasonably be expected to result in a delay to other Vessels, then Company shall immediately notify the Vessel and the Shipping Party. The Shipping Party shall have three hours following notification by Company to correct the problem. If the problem is not corrected during such three-hour period, Company shall have the right to have the Vessel immediately cease discharging Product, disconnect from the Terminal's facilities and vacate the dock as soon as a pilot is available after Company makes such a request to the Vessel. All costs incurred as a result of such inability, including Vessel's vacating the berth, shall be borne by Shipping Party.
6. If a delay in loading or discharging Product at the Terminal occurs because of the Vessel's inability to load or unload Product at the required rate for reasons other than Terminal equipment limitations or Terminal operating problems, then the Shipping Party shall be responsible for the excess laytime and shall pay Company for such excess laytime if demurrage is actually incurred by Company. Notwithstanding the preceding sentence, Shipping Party shall reimburse Company for any and all demurrage charges incurred and paid by Company due to delays in docking and/or loading or unloading subsequent Vessels, where such delays are attributable to a Vessel furnished by Shipping Party failing to vacate its berth promptly upon completion of loading or unloading at the Terminal and/or attributable to any such Vessel's inability to load or unload Product at rates required pursuant to these provisions. Company and Shipping Party shall use reasonable efforts to minimize any demurrage exposure. Each party agrees that at all times, it will notify the other party as soon as reasonably possible when demurrage occurs and the amount of any such demurrage charges. All demurrage claims shall be presented within sixty (60) days after the date of the completion of Cargo operations by the Vessel with all supporting documentation, including proof of demurrage payment, or such claims shall be barred for all purposes. All demurrage claims shall be settled by payment in U.S. dollars within thirty (30) days of the owing party's receipt of a statement setting forth such demurrage charges and providing documentation supporting same. The foregoing charges shall be subject to audit by either party.
7. For foreign flag Vessels, a NOR will not be valid if a Vessel lacks a valid Certificate of Compliance ("COC") at the time of NOR tender, or if a Vessel is not ready in all respects to load or unload Cargo, including compliance with the requirements of this Manual. Vessels that arrive at the Terminal within their nominated laycan shall be loaded or

unloaded in the order of their arrival at the Terminal. Vessels that arrive at the Terminal outside their nominated laycan shall be loaded or unloaded in the order of their arrival at the Terminal after the loading or unloading of Vessels that have arrived at the Terminal within their nominated laycan.

8. If NOR is tendered after expiration of laycan, Company makes no representations as to its ability to provide a berth to the Vessel, it being understood that the Vessel will be allowed to berth on an “as available” basis, taking into account other Vessels arriving on a timely basis to load or unload at the Terminal. Company shall in no event be liable for demurrage due to inability to accept Vessel at the Terminal unless the Vessel arrives within its two-day arrival window (laycan).

## F. FORCE MAJEURE

1. **Definition.** “**Force Majeure**” means: (i) any act of God, fire, explosion, landslide, high or low tides, washout, soil erosion, or earthquake; (ii) any storm, tornado or strong winds, hurricane, flood, fog, lightning, freezing of wells or lines of pipe (including Targa System pipelines), or other adverse weather condition, natural disaster, or warning thereof; (iii) any war (whether declared or not), invasion, armed conflict, revolution, insurrection, act of civil or military authority, acts of a public enemy, riot, blockade, embargo, trade sanction, terrorism or threat thereof, sabotage, or civil disturbance; (iv) any plague, epidemic, pandemic or outbreak of infectious disease, including quarantine or other employee restrictions; (v) any strike, lock-out, or labor or industrial disturbance or dispute from whatever cause (whether or not the affected party may be able to influence or procure the settlement thereof); (vi) any compliance with any applicable law or Government Regulation or with any action, order, demand, or request of any U.S. governmental authority; (vii) any inability, interruption, rationing, suspension, or delay experienced by Company, the Terminal or their affiliates in obtaining equipment, materials, supplies, labor, or utility service, each at a reasonable cost, in a timely manner, and under reasonable terms, as determined by Company, the Terminal, or their affiliates; (viii) any termination or adverse modification of, inability or delay experienced by Company, the Terminal, or their affiliates in obtaining, or inability to renew, servitudes, easements, rights-of-way, grants, permits, consents, approvals of any U.S. governmental authority, or licenses, each at a reasonable cost, in a timely manner, and under reasonable terms, as determined by Company, the Terminal or their affiliates; (ix) any breakage, disruption, or accident at or to plants, equipment, machinery (including computer operated machinery or equipment and any malfunction of its underlying software), wells, gathering systems, docks, harbors, ports, loading or mooring facilities, terminals (including the Terminal), pipelines, storage facilities, fractionators, or any part of the Targa System utilized under this Manual; (x) non-



routine operating conditions, or circumstances requiring maintenance, repairs, or alterations (whether scheduled or not); (xi) brine or water handling or supply constraints or disruptions; (xii) electrical shortages or power outages; (xiii) failure, disruption, allocation, pro-rationing, curtailment, or unavailability of transportation, pipeline capacity (including Targa System pipelines), fractionation, or storage to the extent any of the foregoing situations affects the Targa System or any other facility utilized directly or indirectly by Company, the Terminal, or their affiliates; (xiv) closings, restrictions upon the use, or delays of the Houston Ship Channel due to security, weather, fog, safety or other matters; (xv) cyberattacks or any other cyber event that adversely impacts information systems or the information handled by such systems; (xvi) the necessity to not operate, or to reduce the operation of, equipment to protect the safety of the public and/or environment; or (xvii) any circumstance or event not enumerated herein, whether foreseeable or not, outside the affected Party's reasonable control. A circumstance affecting either a third party or an affiliate of Company that affects, delays, or prevents Company from performing under this Manual is a Force Majeure with respect to Company to the extent the circumstance is within the foregoing definition of Force Majeure. A circumstance affecting any Vessel Interest calling at the Terminal that affects, delays, or prevents the Company or the Terminal from complying, wholly or in part, with the terms and conditions of this Manual is a Force Majeure event with respect to the Company or the Terminal to the extent the circumstance is within the foregoing definition of Force Majeure.

2. **Suspension.** A party (the "**Excused Party**") is not in breach of this Manual and is not liable to the other party for failure, in whole or in part, to perform or for delay in performing under this Manual, other than for failure to timely pay amounts when due, to the extent any such performance is affected, delayed, or prevented by Force Majeure. Notwithstanding the foregoing, (i) it is understood and agreed that the settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, (ii) any Force Majeure will be remedied with reasonable dispatch, (iii) the requirement in the foregoing clause "(ii)" will not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty, and (iv) the duration of a Force Majeure event and any delays attributable to such Force Majeure event (including port congestion and the effects of port congestion, restrictions or conditions on the Houston Ship Channel, the Terminal and/or berth availability), including Force Majeure events that occur prior to Owners' 2-day laycan, will not count toward laytime. Where the Force Majeure involves interruption and unavailability of Company's means of transporting Product to the Vessel, Company will have no obligation to seek alternative means of transportation unless the cost and transit time of such substitute transportation to Company is materially equivalent to, or less than,

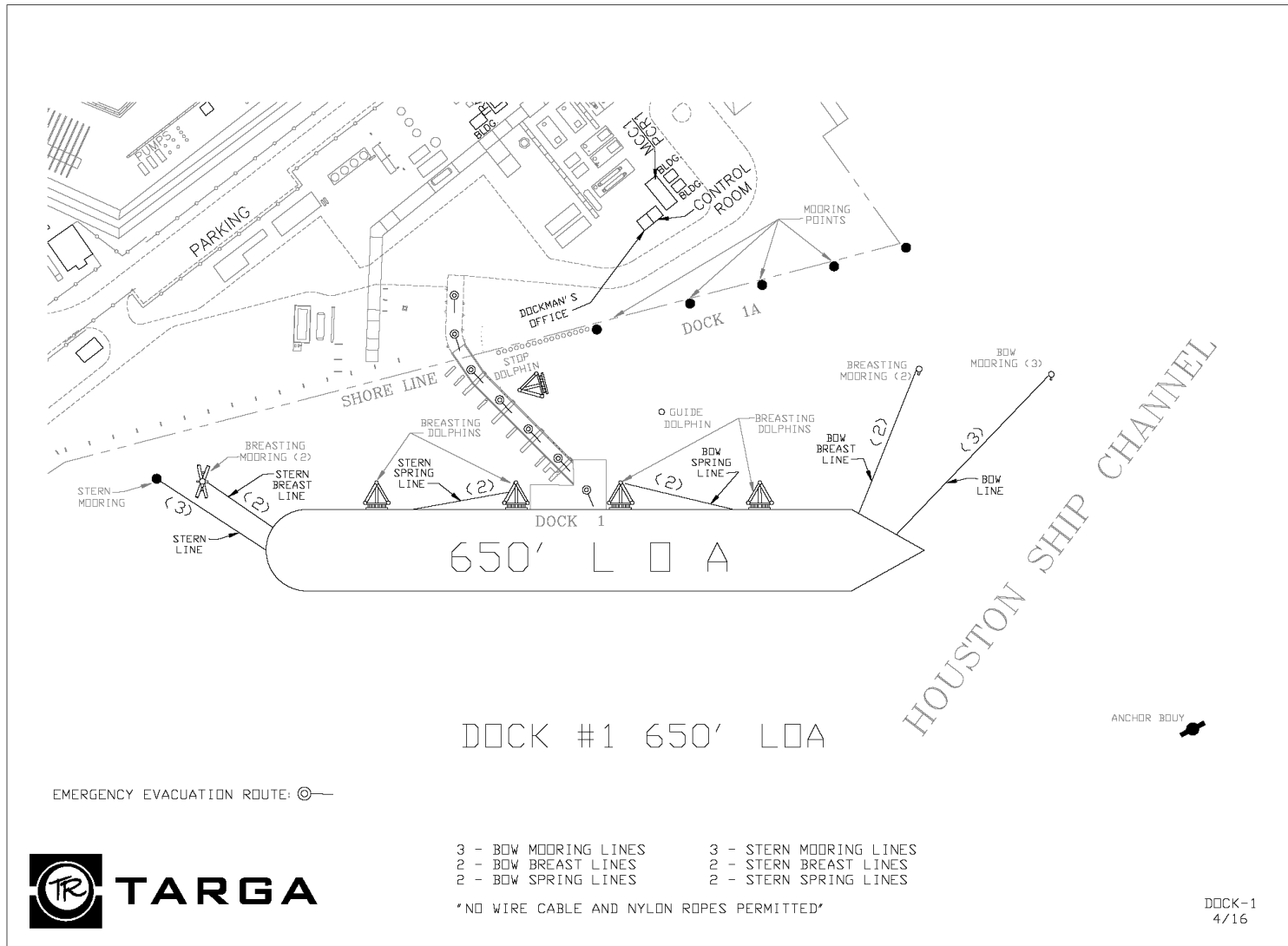
the cost and transit time of the interrupted means of transportation. The Excused Party will, within a reasonable time after it learns of a Force Majeure event, provide notice to the other party in writing with reasonable details of such Force Majeure event, and will resume performing as soon as reasonably practicable.

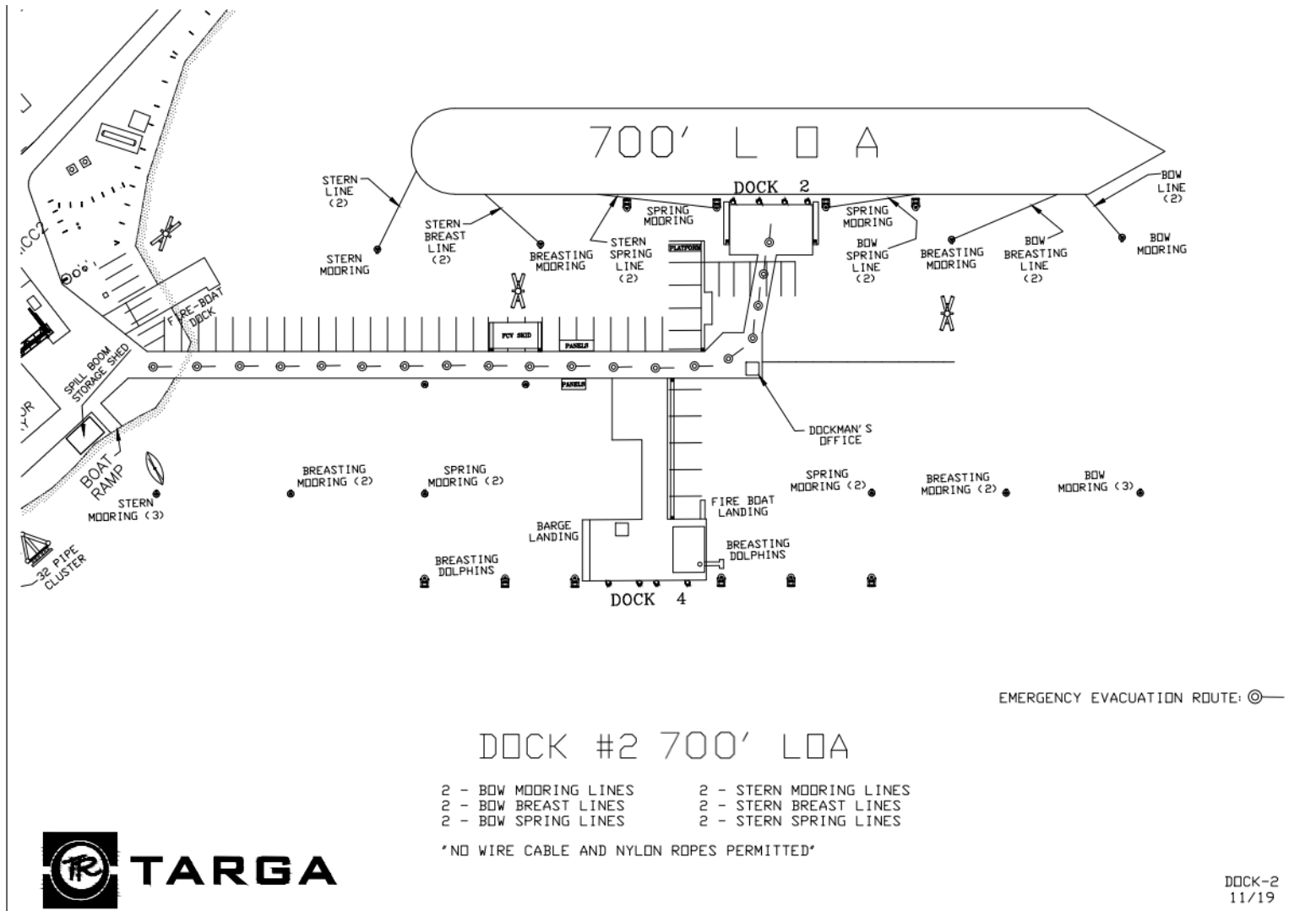
3. **Maintenance.** Company may temporarily interrupt its performance under this Manual for the purpose of making necessary or desirable inspections, maintenance, alterations and repairs with respect to its or its affiliates' assets, including any part of the Targa System.

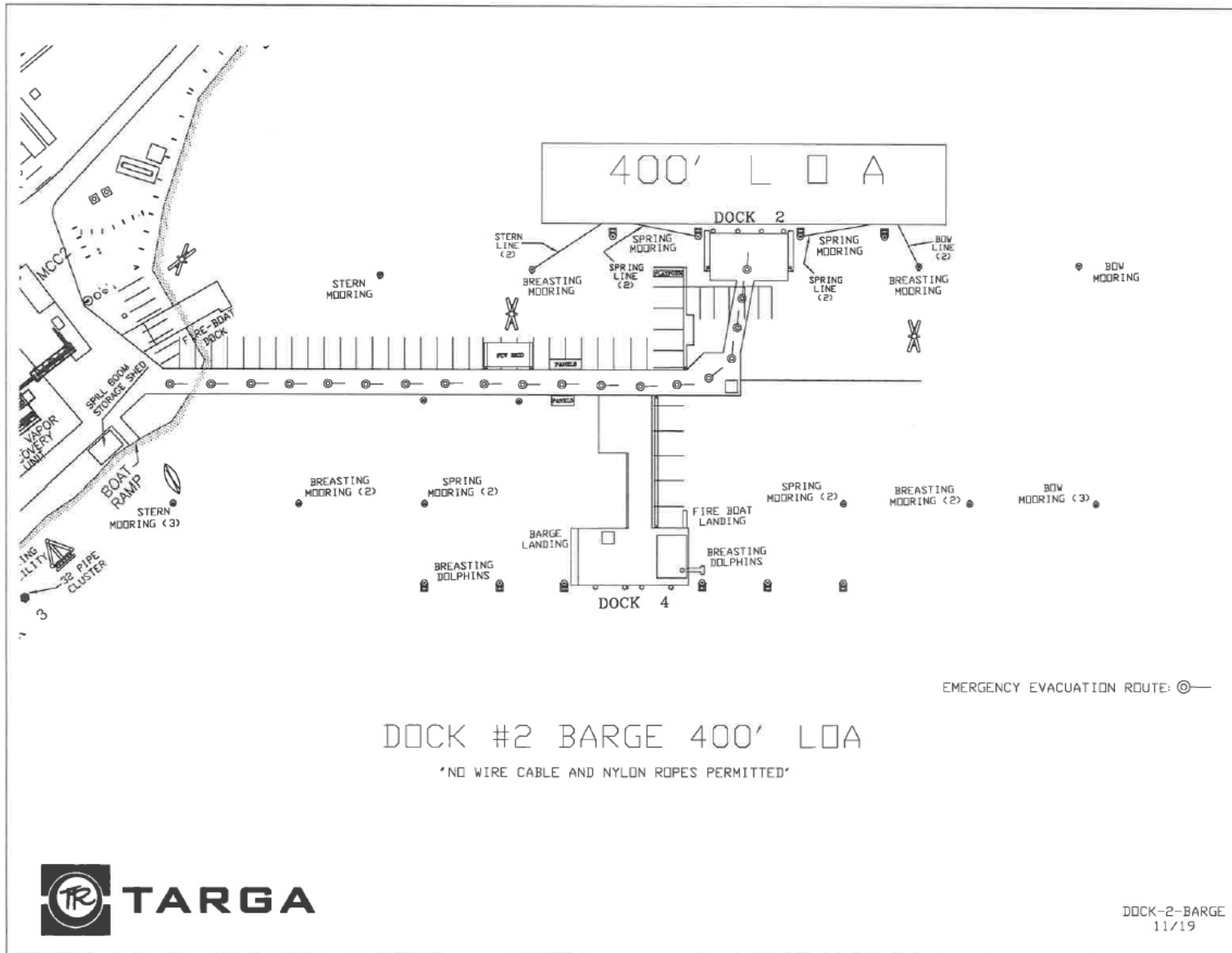
## **G. CHOICE OF LAW AND DISPUTE RESOLUTION**

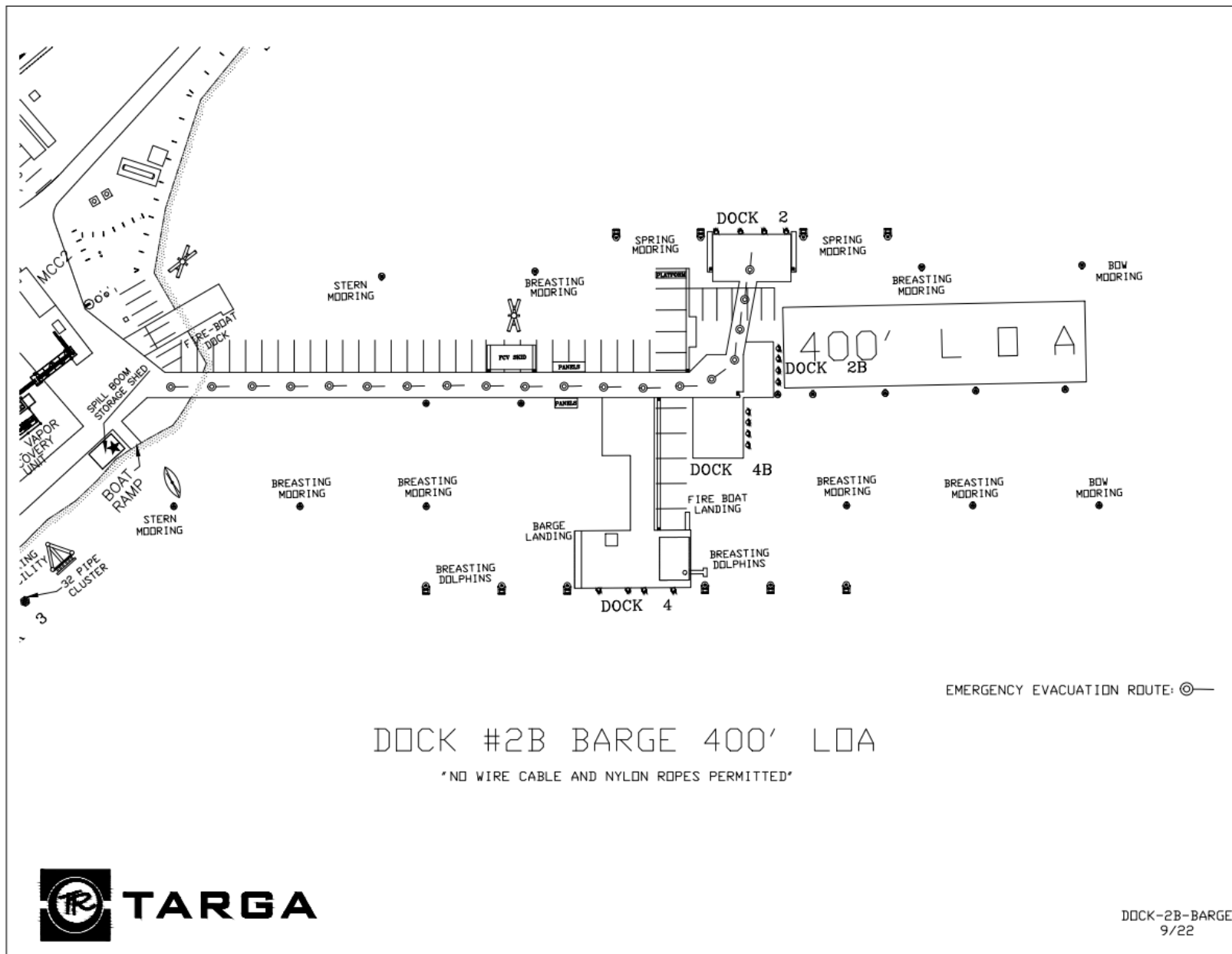
1. This Manual shall be governed by and construed in accordance with the General Maritime Law of the United States and, to the extent necessary and when not in conflict with the foregoing, the laws of the State of Texas, excluding any choice of law rules which would require application of the laws of another state, country or jurisdiction.
2. Company and all parties at interest with any Vessel calling at the Company's Terminal hereby irrevocably agree that any unresolved controversy, dispute, claim or demand (collectively, "Disputes") arising out of the interpretation, enforcement, or compliance with this Manual, including, without limitation, any Disputes as to the construction, validity, interpretation, or enforceability of its terms and conditions, shall be decided by a panel of three (3) arbitrators, consisting of one arbitrator to be appointed by each of the parties to the Dispute and a third by the two so chosen, in accordance with the Rules of the Houston Maritime Arbitrators Association ("HMAA"), unless the parties mutually agree to one arbitrator. The arbitration shall be held in Houston, Texas. Notwithstanding anything contained herein to the contrary, should the sum claimed by each party not exceed US\$100,000, the arbitration is to be governed by the "Fast Track Arbitration Rules" of the HMAA, as defined in the HMAA's then current Rules for such procedure. Any action by a party to enforce any arbitration award rendered hereunder, or for any other reason permitted by this Manual or by law, shall be brought in the United States District Court for the Southern District of Texas, Houston Division, and all parties irrevocably submit to the exclusive jurisdiction thereof for such purpose. Vessel Interests hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection to the jurisdiction of any such court or to venue therein or any claim of inconvenient forum of such court or of sovereign immunity. **VESSEL INTERESTS WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTIONS OR PROCEEDINGS RELATING TO OR ARISING FROM THIS MANUAL.**

IV. APPENDIX I – TERMINAL STOCK DOCK AND MOORING PLAN







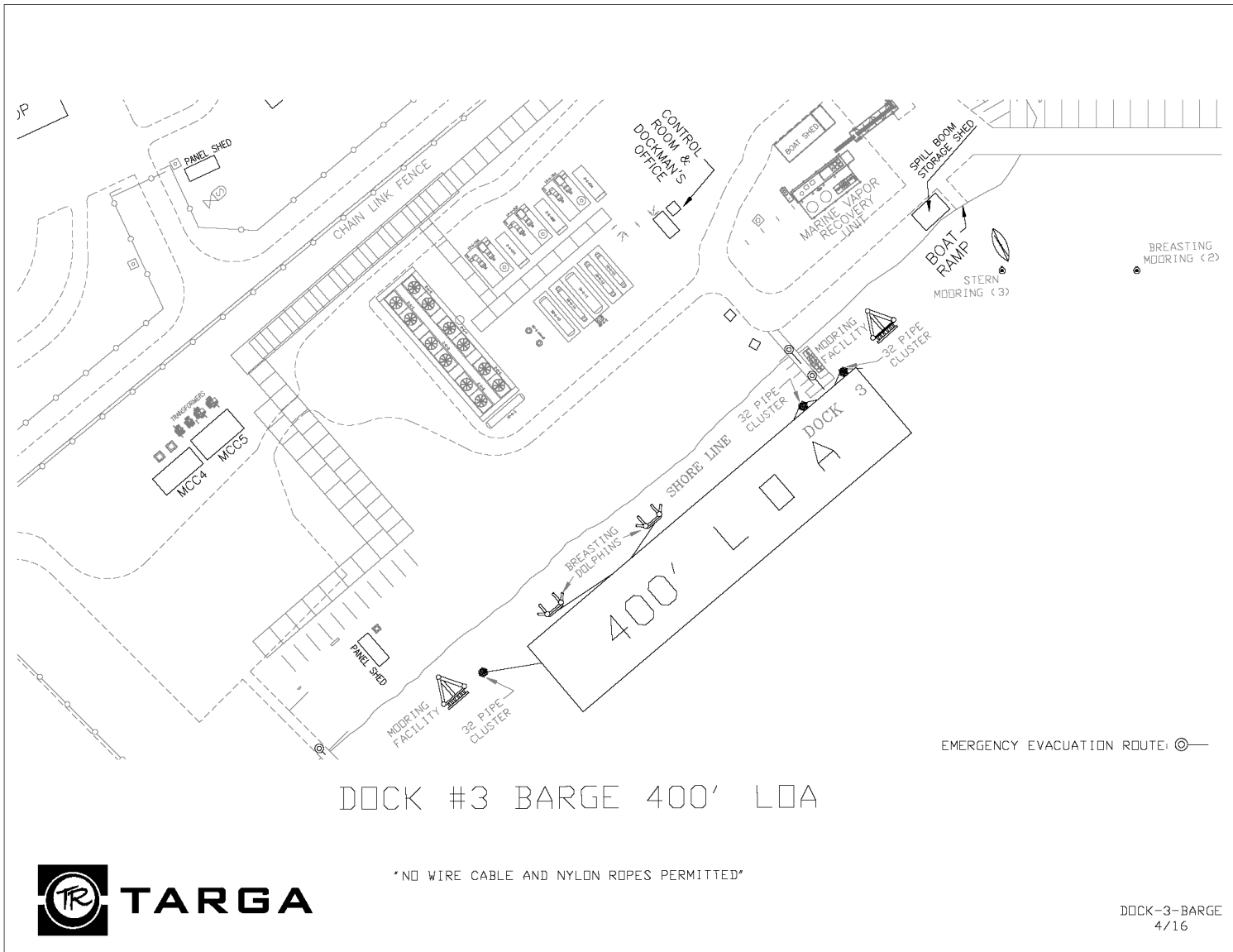


DOCK #2B BARGE 400' LOA

\*NO WIRE CABLE AND NYLON ROPES PERMITTED\*



DOCK-2B-BARGE  
9/22

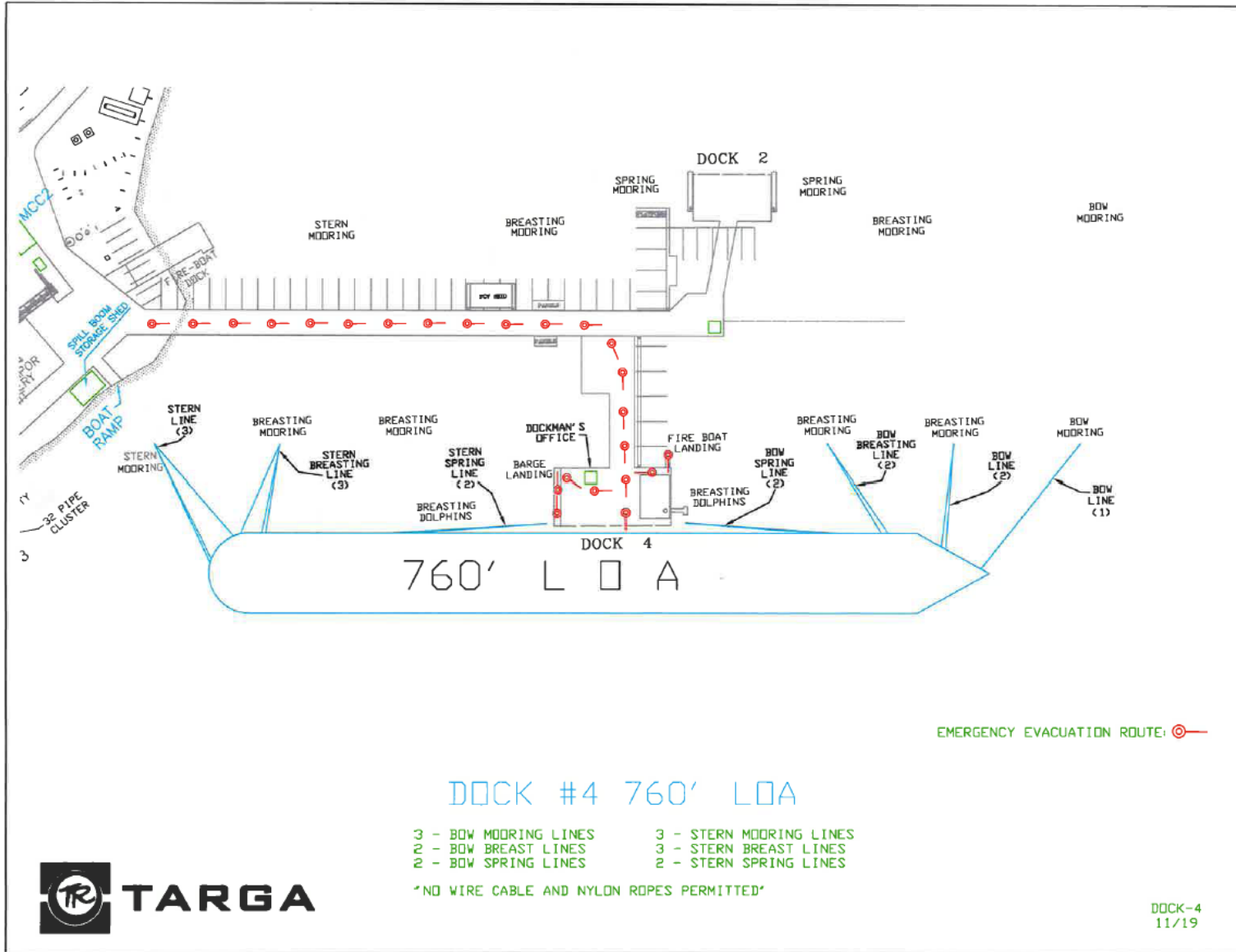


DOCK #3 BARGE 400' LOA

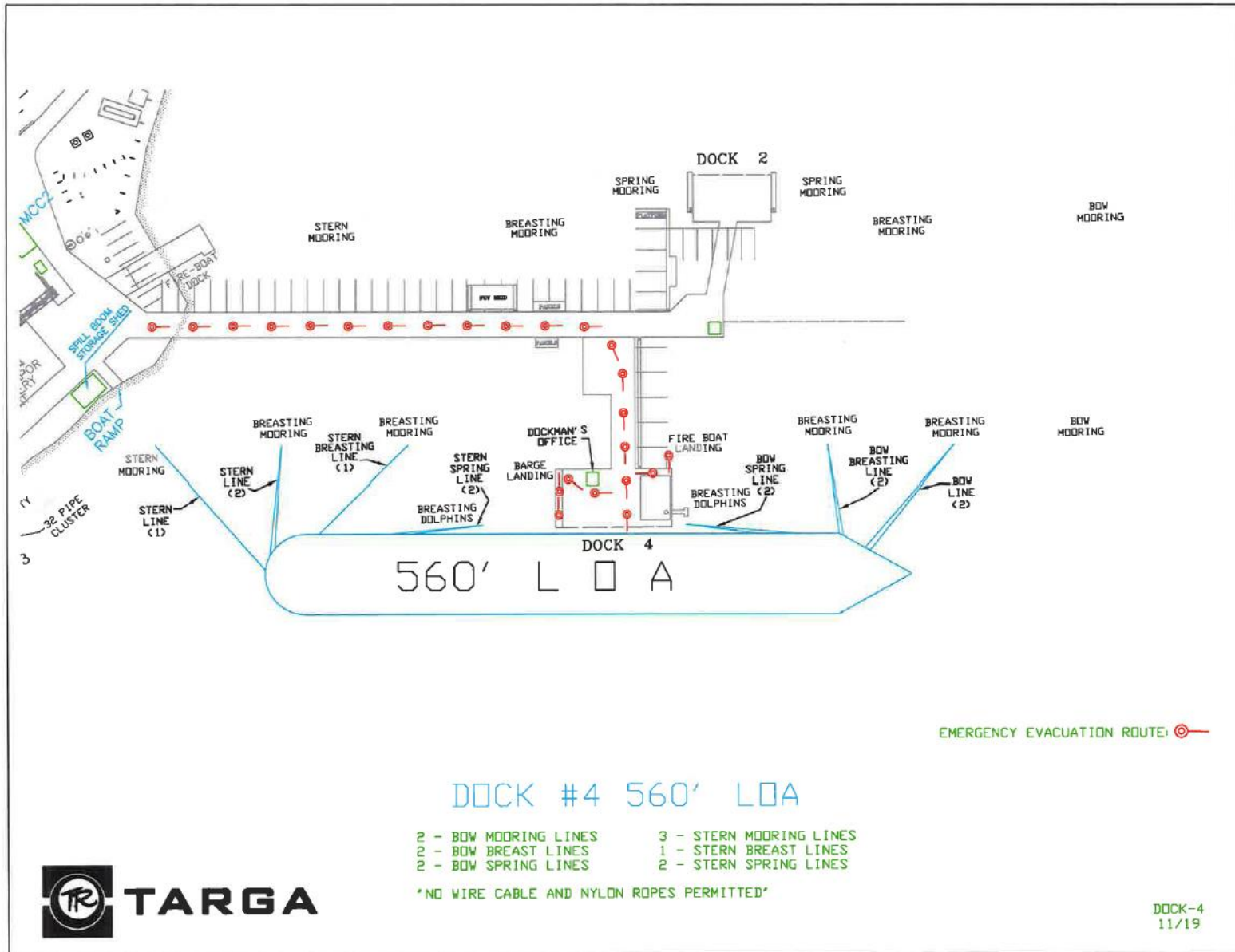


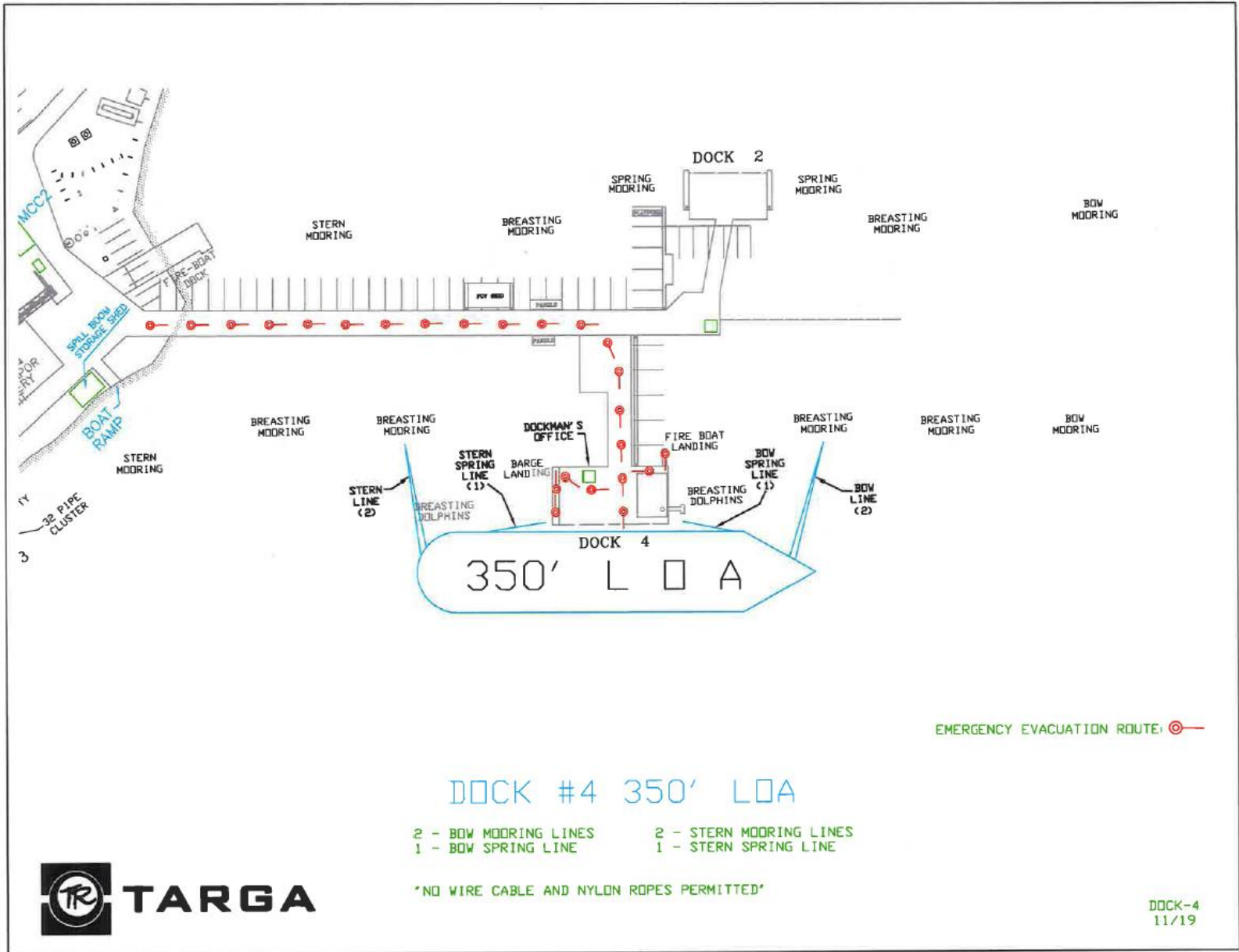
\*NO WIRE CABLE AND NYLON ROPES PERMITTED\*

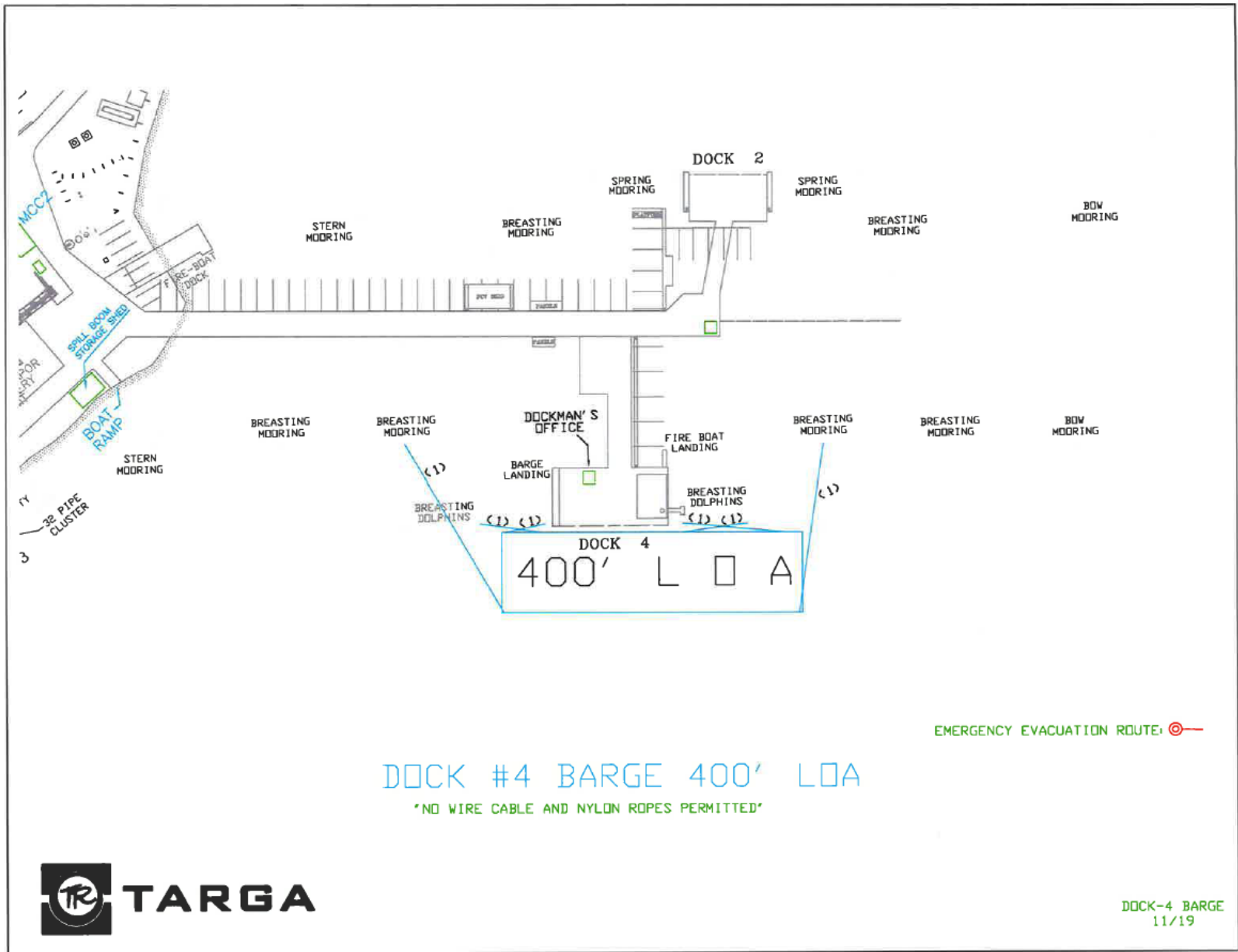
DOCK-3-BARGE  
4/16

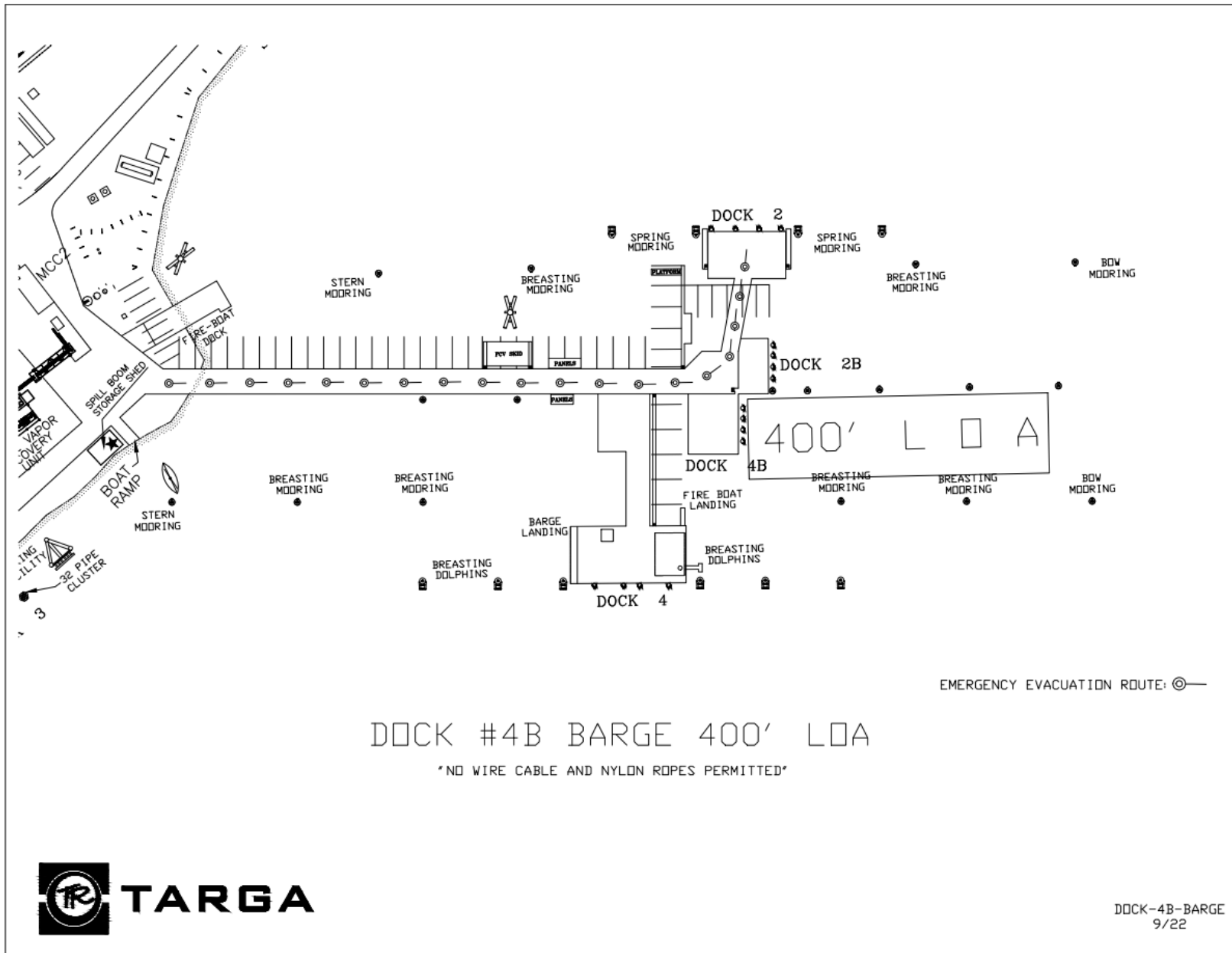










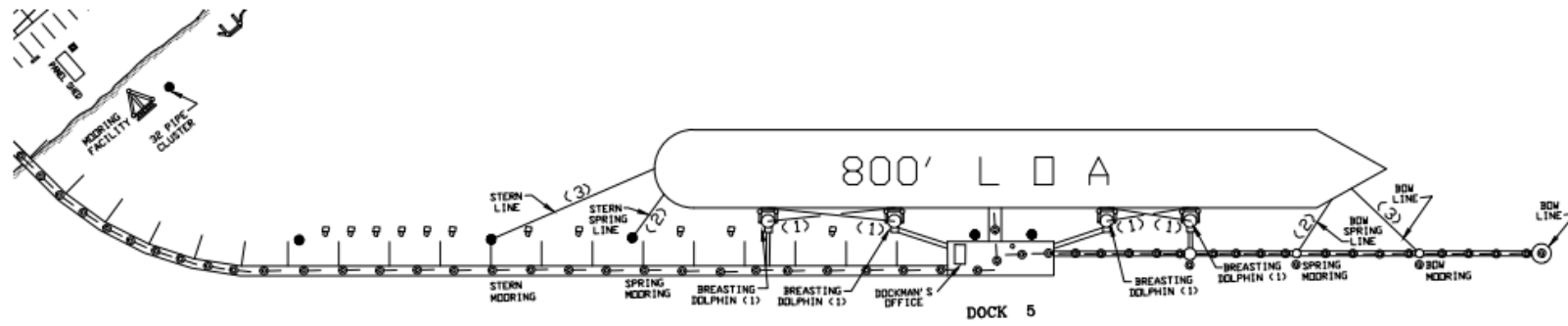


DOCK #4B BARGE 400' LOA

\*NO WIRE CABLE AND NYLON ROPES PERMITTED\*



DOCK-4B-BARGE  
9/22



EMERGENCY EVACUATION ROUTE: ⊙—

### DOCK #5 800' LOA

- |                       |                         |
|-----------------------|-------------------------|
| 3 - BOW MOORING LINES | 3 - STERN MOORING LINES |
| 2 - BOW BREAST LINES  | 2 - STERN BREAST LINES  |
| 2 - BOW SPRING LINES  | 2 - STERN SPRING LINES  |

\*NO WIRE CABLE AND NYLON ROPES PERMITTED\*



DOCK-5  
11/22

V. APPENDIX II – ACCEPTABLE FORMS TO BE SUBMITTED PRIOR TO OR UPON BERTHING

**Declaration of Inspection**



**TARGA RESOURCES**  
 P.O. BOX 485  
 12801 AMERICAN PETROLEUM ROAD  
 GALENA PARK, TEXAS 77547  
 713.450.7200

**Declaration of Inspection/Safety Checklist**

**Complete Declaration of Inspection before transfer of liquid cargo in bulk**

Terminal	Location	
Vessel/Barge	Date/Time Commenced Transfer	Date/Time Completed Transfer

The following items meet requirements of USCG Regulations CFR 127.1317, 33CFR 156.150 and 46CFR 35.35-30, and the Terminal's Safety Regulations.

I, \_\_\_\_\_, the person in charge of the liquid cargo in bulk about to begin, do certify that I have personally inspected this vessel with references to the following requirements set forth in 46 CFR 35.35-20 and that opposite each of the applicable items listed below I have indicated whether the vessel complies with all pertinent regulations.

To Be Completed For All Ships & Barges	Terminal		Vessel/Barge	
	Y	N	Y	N
1. Inspect Marine Transfer Area				
2. Vessel Securely Moored				
3. Determine Contents, Pressure, Temperature & Capacity of Each Tank in Transfer				
4. Transfer Arm(s) / Hose Length(s), Flex, Support & Condition				
5. Transfer System Connection to Fixed Piping with No Leaks				
6. Unnecessary Parts of Transfer System Secured, Blanked or Shutoff				
7. Fire Protection Laid Out and Ready for Use				
8. Warning Signs for Facility & Vessel				
9. Gas Detection Last Test Date _____ (Facility)				
10. Pre-Transfer Conference				
A. Sequence of Events for Loading Unloading (circle one)				
B. Transfer Rate _____ Minimum _____ Maximum _____ Top Off (If Loading)				
C. Maximum Allowable Working Pressure (MAWP) _____ Facility _____				
D. Critical Stage of Transfer Operation				
E. Emergency Procedures / Response Plan / Operation Manual				
F. Transfer Shutdown Procedures				
G. Communications System & Language (English)				
H. Safe Smoking Spaces designated				
I. Unauthorized Discharge Reporting				
J. Qualified Personnel on Duty / Shift Arrangement				
K. No Open Fires or Flames on Deck, No Welding, Hot Work or Unauthorized Work in Cargo Spaces				
L. Emergency Means of Shutdown				
M. Minimum Product Temperature _____ °F				
11. Sufficient Lighting				
12. Transfer System Alignment				
13. Readiness to Begin Transfer				
<b>For Ships &amp; Barges That Apply</b>				
14. Boiler & Galley Fires Can Be Maintained Safely				
15. Overboard, Sea Suction Valves Connected to Cargo System are Closed				
16. Drain & Scupper are Closed				
17. Inert Gas System (If Equipped)				
18. Discharge Containment Procedures and Reporting				
<b>For Ships &amp; Barges With Marine Vapor Recovery (*CAN NOT BE TESTED MORE THAN 24 HOURS BEFORE START OF TRANSFER)</b>				
19. Pin and Sleeve for Vapor Flanges and Hose Condition				
20. Vapor Hose Connected with Electrical Insulating Device Installed & Hose Supported				
*21. Audible & Visible Alarms				
*22. Loss of Electrical Power Shutdown				
23. Tank Overfill Alarms & Shutdown				
*24. Knock-out Tank High Level Alarm & High Level Shutdown				
*25. Vessel Maximum Pressure (2.0 psi or less) _____ PSI				
A. Maximum Pressure Shutdown _____ ; Alarm _____				
*26. Vessel Minimum Pressure (1.0 vacuum or greater)				
A. Minimum Pressure Shutdown _____ ; Alarm _____				
27. All Tank Openings Tightly Closed				
28. Means of Gauging Tanks without Opening Tanks Tillage or Hatch				
*29. Manual Shutdown Tested				
30. Vapor Valves Aligned for Vapor Collection				

I do certify that I have personally inspected this facility or vessel/barge with reference to the requirements set forth in 33CFR and 46CFR and Targa's Terminal Regulations and that opposite each of them I have indicated, by initialing that the regulations have been complied with.

Person in charge of Vessel/Barge			
Print Name	Signature	Title	Time and Date

Person in charge of Terminal			
Print Name	Signature	Title	Time and Date

**Declaration of Security**

**DECLARATION OF SECURITY  
TARGA DOWNSTREAM LP  
GALENA PARK MARINE TERMINAL  
DECLARATION OF SECURITY**

Name of Vessel/Barge/Tug \_\_\_\_\_ Flag \_\_\_\_\_

This Declaration of Security is valid from \_\_\_\_\_ until \_\_\_\_\_.

For the following activities: \_\_\_\_\_ under MARSEC Level \_\_\_\_\_.

The involved parties agree to the following security responsibilities:

<u>Activity</u>	<u>Vessel</u>	<u>Facility</u>
1. Communications established between the vessel and facility	_____	_____
(a) Means of raising alarm agreed between vessel and facility.	_____	_____
(b) Facility report/communicate any noted security non-conformities and notify appropriate government agencies.	_____	_____
(c) Port specific security information passed to vessel and notification procedures established.	_____	_____
2. Responsibility for checking identification and screening of:		
(a) Tug crew.	_____	_____
(b) Vessel cargo and service vehicles.	_____	_____
3. Responsibility for searching the berth/pier directly surrounding the vessel.	_____	_____
4. Responsibility for monitoring and/or performing security of water surrounding the vessel.	_____	_____
5. Verification of increased MARSEC level and implementation of additional protective measures (Copy of current MSO bulletin provided if in effect.	_____	_____

The signatures to this agreement certify that security arrangements during the specified interface activities are in place and maintained.

Date of issue \_\_\_\_\_

\_\_\_\_\_  
Signature of Master or Vessel Security Officer

\_\_\_\_\_  
Signature of Facility Security Officer or Delegate

# Notification of the Delivery of Wastes/Residues

MEPC.1/Circ.834/Rev.1  
Annex, page 15

## APPENDIX 2

### STANDARD FORMAT OF THE ADVANCE NOTIFICATION FORM FOR WASTE DELIVERY TO PORT RECEPTION FACILITIES

**Notification of the Delivery of Wastes/Residues to:** ..... (enter name of port or terminal)  
*The master of a ship should forward the information below to the designated authority at least 24 hours in advance of arrival or upon departure of the previous port if the voyage is less than 24 hours.*  
*This form should be retained on board the ship along with the appropriate Oil Record Book, Cargo Record Book or Garbage Record Book.*

#### DELIVERY FROM SHIPS (ANF)

##### 1. SHIP PARTICULARS

1.1 Name of ship:	1.5 Owner or operator:			
1.2 IMO number:	1.6 Distinctive number or letters:			
1.3 Gross tonnage:	1.7 Flag State:			
1.4 Type of ship:	Oil tanker Other cargo ship	Chemical tanker Passenger ship	Bulk carrier Ro-ro	Container Other (specify)

##### 2. PORT AND VOYAGE PARTICULARS

2.1 Location/Terminal name and POC:	2.6 Last Port where wastes/residues were delivered:
2.2 Arrival Date and Time:	2.7 Date of Last Delivery:
2.3 Departure Date and Time:	2.8 Next Port of Delivery (if known):
2.4 Last Port and Country:	2.9 Person submitting this form is (if other than the master):
2.5 Next Port and Country (if known):	

##### 3. TYPE AND AMOUNT OF WASTES/RESIDUES FOR DISCHARGE TO FACILITY

MARPOL Annex I – Oil	Quantity (m <sup>3</sup> )	MARPOL Annex V – Garbage	Quantity (m <sup>3</sup> )
Oily bilge water		A. Plastics	
Oily residues (sludge)		B. Food wastes	
Oily tank washings		C. Domestic wastes	
Dirty ballast water		D. Cooking oil	
Scale and sludge from tank cleaning		E. Incinerator ashes	
Other (please specify)		F. Operational wastes	
<b>MARPOL Annex II – NLS</b>	<b>Quantity (m<sup>3</sup>) /Name<sup>1</sup></b>	G. Animal carcasses	
Category X substance		H. Fishing gear	
Category Y substance		I. E-waste	
Category Z substance		J. Cargo residues (non-HME) <sup>2</sup>	
OS – other substances		K. Cargo residues (HME) <sup>2</sup>	
<b>MARPOL Annex IV – Sewage</b>	<b>Quantity (m<sup>3</sup>)</b>	<b>MARPOL Annex VI – Air pollution</b>	<b>Quantity (m<sup>3</sup>)</b>
		Ozone-depleting substances and equipment containing such substances	
		Exhaust gas-cleaning residues	

<sup>1</sup> Indicate the proper shipping name of the NLS involved.

<sup>2</sup> Indicate the proper shipping name of the dry cargo.



Name of ship:	IMO Number:
---------------	-------------

Please state below the approximate amount of wastes/residues remaining on board and the percentage of maximum storage capacity. If delivering all wastes/residues on board at this port please strike through this table and tick the box below. If delivering some or no waste/residue, please complete all columns.

I confirm that I am delivering all the wastes/residues held on board this vessel (as shown on page 1) at this port

Type	Maximum dedicated storage capacity (m <sup>3</sup> )	Amount of wastes/residues retained on board (m <sup>3</sup> )	Port at which remaining wastes/residues will be delivered (if known)	Estimate amount of wastes/residues to be generated between notification and next port of call (m <sup>3</sup> )
<b>MARPOL Annex I – Oil</b>				
Oily bilge water				
Oily residues (sludge)				
Oily tank washings				
Dirty ballast water				
Scale and sludge from tank cleaning				
Other (please specify)				
<b>MARPOL Annex II – NLS<sup>3</sup></b>				
Category X substance				
Category Y substance				
Category Z substance				
OS – other substances				
<b>MARPOL Annex IV – Sewage</b>				
Sewage				
<b>MARPOL Annex V – Garbage</b>				
A. Plastics				
B. Food wastes				
C. Domestic wastes				
D. Cooking oil				
E. Incinerator ashes				
F. Operational wastes				
G. Animal carcasses				
H. Fishing gear				
I. E-waste				
J. Cargo residues (non-HME) <sup>4</sup>				
K. Cargo residues (HME) <sup>4</sup>				
<b>MARPOL Annex VI – Air pollution</b>				
Ozone-depleting substances and equipment containing such substances				
Exhaust gas-cleaning residues				

Date: ..... Name and Position: .....  
Time: ..... Signature: .....

<sup>3</sup> Indicate the proper shipping name of the NLS involved.

<sup>4</sup> Indicate the proper shipping name of the dry cargo.

**APPENDIX 3**

**STANDARD FORMAT FOR THE WASTE DELIVERY RECEIPT**

The designated representative of the reception facility provider should provide the following form to the master of a ship that has just delivered wastes/residues.  
This form shall be retained on board the ship along with the appropriate Oil Record Book, Cargo Record Book or Garbage Record Book.

**1. RECEPTION FACILITY AND PORT PARTICULARS**

1.1 Location/Terminal name:	
1.2 Reception facility provider(s)	
1.3 Treatment facility provider(s) – if different from above:	
1.4 Waste/residue Discharge Date and Time from:	to

**2. SHIP PARTICULARS**

2.1 Name of ship:	2.5 Owner or operator:
2.2 IMO number:	2.6 Distinctive number or letters:
2.3 Gross tonnage:	2.7 Flag State:
2.4 Type of ship: <input type="checkbox"/> Oil tanker <input type="checkbox"/> Chemical tanker <input type="checkbox"/> Bulk carrier <input type="checkbox"/> Container <input type="checkbox"/> Other cargo ship <input type="checkbox"/> Passenger ship <input type="checkbox"/> Ro-ro <input type="checkbox"/> Other (specify)	

**3. TYPE AND AMOUNT OF WASTES/RESIDUES RECEIVED**

MARPOL Annex I – Oil	Quantity (m <sup>3</sup> )	MARPOL Annex V – Garbage	Quantity (m <sup>3</sup> )
Oily bilge water		A. Plastics	
Oily residues (sludge)		B. Food wastes	
Oily tank washings		C. Domestic wastes	
Dirty ballast water		D. Cooking oil	
Scale and sludge from tank cleaning		E. Incinerator ashes	
Other (please specify)		F. Operational wastes	
MARPOL Annex II – NLS	Quantity (m <sup>3</sup> )/Name <sup>1</sup>	G. Animal carcasses	
Category X substance		H. Fishing gear	
Category Y substance		I. E-waste	
Category Z substance		J. Cargo residues (non-HME) <sup>2</sup>	
OS – other substance		K. Cargo residues (HME) <sup>2</sup>	
MARPOL Annex IV – Sewage	Quantity (m <sup>3</sup> )	MARPOL Annex VI – related	Quantity (m <sup>3</sup> )
		Ozone-depleting substances and equipment containing such substances	
		Exhaust gas-cleaning residues	

On behalf of the port facility I confirm that the above wastes/residues were delivered.

Signature: ..... Full Name and Company Stamp: .....

<sup>1</sup> Indicate the proper shipping name of the NLS involved.

<sup>2</sup> Indicate the proper shipping name of the dry cargo.

## Pre-Arrival Questionnaire

**To be completed and forwarded to Targa Resources, at a minimum, 24 hours prior to arrival**

**E-mail To: vessels@targaresources.com**

Item	Description	Details
1.	Vessel Name (IMO number)	
2.	ETA	
3.	Loading or Discharging?	
4.	Does the vessel have a Vapor Tightness Certificate? If yes, provide a copy of the current certificate issued.	
5.	Cargo / Product to be handled	
6.	Estimated quantity (US bbls @ 60F)	
7.	What was the previous cargo and what will be the tank presentations on arrival?	Refer to Presentation Matrix on the following page
8.	Fresh water arrival draft (Fore / Aft (in feet))	
9.	Fresh water departure draft (Fore / Aft (in feet))	
10.	Maximum manifold height above waterline (in feet)	
11.	What are the size and number of manifolds to be used?	
12.	Confirm all vessel's navigation, mooring and cargo handling equipment is in good working order and ready for immediate use. Itemize any deficiencies.	
13.	Confirm that the vessel's strainers are 50-60 micron filters, and if not, what they are.	
14.	Confirm that the Targa Terminal Guide Version 20XX has been received by the Master and the vessel is able to comply.	
15.	Does the vessel intend to have an inspections or repairs while alongside?	
16.	Does the vessel have a current COC? If not, does the vessel intend to have a COC exam conducted while alongside?	
17.	Any intend to remove slops or garbage while alongside? If yes – please complete [Appendix 2] at least 1 working day before arrival.	
18.	If intending to remove slops or garbage while alongside, what vendor will be used to remove slops and/or garbage? Please note that only USCG approved vendors can remove garbage or slops at this facility.	
19.	LOA, BEAM, max draft?	
20.	Any other requirements/comments?	

**Pre-Arrival Presentation Matrix (Question 7)**

Vessels are recommended to refer to the matrix below to verify presentation conditions of cargo tanks before arrival at the Terminal. Vessels are encouraged to present with tanks in preferred conditions to enable the most efficient transfer operations while at the Terminal. Presenting with tanks beyond these pressures/temperatures may drastically reduce efficiency of transfers to vessels.

<b>Intended Cargo</b>	<b>Tank Pressure [bar]</b>	<b>Tank Temperature [ °C ]</b>	<b>Additional Requirements</b>
Propane, fully refrigerated	≤ 1.0 bar	≤ -38 °C	
Propane, semi-refrigerated	≤ 7.0 bar	-18 °C to Ambient	
Ethylene, refrigerated	≤ 1.5 bar	≤ 75 °C	Variance from top to bottom ≤ 20 °C
Butane, refrigerated	≤ 7.0 bar	0 °C to Ambient	
Butadienes	≤ 2.8 bar	0 °C to Ambient	

To be completed by Vessel:

<b>Vessel's Intended Cargo</b>	<b>Vessel Average Tank Pressure</b>	<b>Vessel Average Tank Temperature</b>	<b>Product/Vapors in Tanks Upon Arrival</b>