

AMERICAS STYRENICS MARINE TERMINAL RULES

St. James Plant
St. James Parish, Louisiana



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1. INTRODUCTION

1.1 GENERAL INFORMATION

These Rules apply to all vessels calling on the Americas Styrenics LLC (“AmSty”) St. James and deep draft dock (the “Ship Dock”) at the Plant marine terminal (the “Terminal”, collectively Terminal and AmSty are referred to herein as “AmSty”). The purpose of these Marine Terminal Rules (the “Rules”) is to provide information about berthing, loading, and discharging at the Terminal to Vessel Masters, Towboat Operators and any, and all parties operating a vessel, calling on the Terminal, including employees and contractors (“Agents”, and together with the deep draft vessel, towboat, Towboat Operators and Vessel Masters, collectively, the “Vessel”) of the aforementioned. These Rules shall control between AmSty and Vessel (each a “Vessel Contract”), except that to the extent the Rules conflict with any provision of a Vessel Contract, the conflicting provision of the Vessel Contract shall control. Berthing at the Ship Dock constitutes evidence of an agreement by Vessel and any party or parties owning, nominating, or contracting with Vessel (collectively, the “Vessel Parties”) (jointly and severally) to accept and be covered and bound by these Rules. Failure to execute or return an Acknowledgement of Receipt shall not relieve Vessel of its obligations hereunder.

The Rules contained herein are in addition to any State and Federal regulations that apply to Vessels calling on the Terminal. Nothing contained in these Rules is intended to relieve any Vessel Master of the responsibility to safely moor their Vessel and to conduct safe transfers. Vessels should take any and all precautions they deem necessary to ensure that any transfer activities at the Terminal are undertaken and completed in a safe manner.

1.2 LOCATION

The Terminal and dock is located on the west bank of the Mississippi River in St. James Parish, Louisiana and is approximately 166.9 river miles upstream of the Head of Passes at Mile marker 166.9 RDB (right descending bank) at latitude 30°5'2"N and 90°54'43"W or 5 miles Southeast of Donaldsonville, Louisiana.

¹It will take a vessel approximately 16 to 18 hours to travel from Pilot Town to the Terminal. Transit time may vary depending on numerous factors, including high or low river, traffic congestion, and other river conditions.

See 12.1 – View of AmSty’s Terminal with Dock

1.3 ANCHORAGES AND WAITING AREAS

There are many safe anchorages located in the Gulf of Mexico and along the Mississippi River in route to the Terminal. Consult applicable charts for location of these anchorages.

¹ Global Change

2. TERMINAL REPRESENTATIVES

2.1 SHIFT SUPERVISOR / IMMEDIATE RESPONSE LEADER

Person in charge of all plant operations including dock operations. This is a 24/7 position.

2.2 SHIPPING COORDINATOR

Person that controls the movement of vessels and cargos to and from the Terminal.

2.3 TECHNICAL ADVISOR

The interface between the Vessel Parties and Terminal Operators.

All required communication on behalf of the Vessel prior to arrival should be to the Technical Advisor.

2.4 EMERGENCY SERVICES SPECIALIST / FACILITY SECURITY OFFICER (FSO)

Coordinates vessel crew change, shore leave, vessel maintenance activities and U.S. Customs activities.

2.5 AMSTY TERMINAL OPERATOR / OFF-SITES OPERATOR

Person in charge of the Terminal for cargo transfers. Attends pre-load conference on the Vessel. Operates all onshore equipment including loading pumps and shore tank alignment.

2.6 DOCK OPERATOR

Contract position.

The Facility Person in Charge (“FPIC” or SGS) of the cargo transfers on an individual dock.

The FPIC will board the Vessel for a pre-transfer conference and the signing of Terminal and Vessel documents.

The FPIC will verify loading arm pressure test and loading arm connection.

3. COMMUNICATIONS

3.1 INITIAL COMMUNICATION WITH AMERICAS STYRENICS

Deep water draft vessels should contact Americas Styrenics Headquarters for all information requests including, but not limited to, logistics, terminal services, and associated fees.

3.1.1 NOTICE OF READINESS

Once the Vessel to be loaded or unloaded is (a) located at the Terminal or the closest available safe anchorage to St. James, Louisiana (Burnside Anchorage, Mile 165.5 AHP), and (b) ready and suitable in all respects to commence loading or discharge of the cargo, the Master of the Vessel or the Master’s agent/representative shall tender a Notice of Readiness (NOR) to the Terminal by electronic mail or by facsimile, stating that the Vessel is in all respects ready to load or discharge the cargo, berth or no berth. Terminal shall not accept an NOR tendered when the Vessel is at Southwest Pass, Louisiana, or elsewhere on the Lower Mississippi River below the Burnside Anchorage.

3.2 AMERICAS STYRENICS HEADQUARTERS CONTACT INFORMATION

Contact	Number	Number (plant phone)	Cell Number
Marine and Outplant Specialist	1-832-616-7920	6-7920	1-832-948-5340

3.3 COMMUNICATION TO TERMINAL WITHIN 24 HOURS OF ESTIMATED TIME OF ARRIVAL (ETA)

Deep water draft vessels shall communicate the estimated time of arrival (“ETA”) at a minimum of 24 hours in advance. During normal working hours (0800 to 1630 hrs. CST), the vessel should contact the Shipping Coordinator, Technical Advisor, or Shift Supervisor. Outside of normal working hours, the vessel must contact the Shift Supervisor.

3.4 RADIO COMMUNICATIONS

Americas Styrenics will provide the Vessel Master with one handheld radio to communicate with dock personnel. The vessel is responsible for ensuring that the radio is returned to Americas Styrenics in the same working condition as when received. The vessel will be charged a fee for the replacement or repair of any radio that was damaged while in their custody or not returned to Americas Styrenics personnel.

3.5 TERMINAL CONTACT INFORMATION

Contact	Number	Number (plant phone)	Cell Number
St. James Plant Terminal Operator	1-225-331-3307	1-3307	
Shift Supervisor/IRL	1-225-331-3300	1-3300	
Control Room Styrene (on-site)	1-225-331-3302	1-3302	

Control Room EB (on-site)	1-225-331-3303	1-3303	
Emergency Services Specialist / FSO	1-225-331-3250	1-3250	225-206-4769
Shipping Coordinator	1-225-331-3258	1-3258	225-206-4762
Technical Advisor	1-225-331-3425	1-3425	985-212-7377
Dock Operator - South Barge Dock	1-225-331-3387	1-3387	
Dock Operator - Ship Dock	1-225-331-3389	1-3389	
Operator - North Barge Dock	1-225-331-3389	1-3389	
St. James Plant Front Gate Security	1-225-331-3211	1-3211	

4. EMERGENCY INFORMATION

4.1 DOCK SIDE

In the event of fire, release, or any other incident at the Terminal the Off-Sites Operator and contract Dock Operator will immediately contact the St. James Plant Shift Supervisor/ Immediate Response Leader (SAC/IRL) by utilizing the handheld radios on the in-plant frequency.

4.2 TRANSIT NOTICES

Any vessel that is transporting AmSty's product is required to give notice to AmSty for any of the following incidents:

- Cargo Release
- Contamination of Cargo
- Collision, Fire or Explosion
- Breach of hull, including openings to voids, ballast tanks or double hull
- Any Request for Assistance

4.3 CEASE LOADING

Loading and off-loading of a Vessel must be stopped during any Plant emergency. Any Plant emergency will be communicated by the Operations Department via the handheld radio system or the Plant's emergency system. This includes problems with the dock facilities or an emerging situation on the river in the vicinity of the dock.

4.4 EMERGENCY SIGNALS

Process Units / Terminal

- AmSty St. James Plant Emergency Siren / PA System - this system is tested every Wednesday at 1200 hours (hrs.) CST
- Mosaic Plant Warning System – tested every Monday at 0800 hrs. CST
- St. James Parish Outdoor Warning System – tested on the 1st Thursday of the month at 1200 hrs. CST

Dock Operation (if radio communication is lost)

- Air Horn – continuous blast

Vessel Master (if radio communication is lost)

- Ship's Whistle – 6 to 10 second blast

4.5 EMERGENCY EGRESS

In the event the dock must be evacuated there are 3 routes that are available. The two preferred routes are the walkways leading to the levees - one at south end of the dock and one at north end of the dock (Mosaic). The third route is the ladder at the south end of the dock facility. If possible, life vests should be worn when using this ladder.

The evacuation assembly area for the dock is the Americas Styrenics dock entrance at the levee.

5. COMPLIANCE WITH LAWS AND INDUSTRY STANDARDS

The safety rules contained in the St. James Plant Dock Operating Manual and all applicable regulations of the U.S. Coast Guard and all other applicable government authorities must be followed. Vessel Parties and Vessels shall fully comply with all applicable U.S. laws and regulations, including but not limited to U.S. Customs and Border Protection and U.S. Coast Guard regulations and notices/bulletins and all other applicable local, state and Federal laws and regulations in effect while the Vessel is at the Terminal.

All Vessels shall abide by the Oil Companies International Marine Forum (OCIMF), International Safety Rules for Oil Tankers and Terminals, International Safety Rules for Inland Navigation Tank Barges and Terminals, and Guidelines and Best Practices for Liquid Hydrocarbon barges and Associated Tugs (USA Barge Operations) and access the same for additional information.

6. SAFETY INFORMATION

This list of safety rules provides general operational safety requirements to Vessels moored at the

Sand all applicable dock but is not all-inclusive. Terminal and AmSty personnel have the authority to ensure that the Rules are complied with and if they observe violations of the Terminal Rules, personnel may inform the Vessel of the violation and demand corrective action. If the Vessel is unable or unwilling to take corrective action, the Vessel may be requested vacate the berth. If the Vessel does not vacate the berth when so ordered, the Vessel will be subject to all costs and expenses, as further set forth herein shall be for the account of and the full risk of the Vessel and its owners or operators. Terminal and AmSty reserve the right to deny access to the Ship Dock or Terminal solely at Terminal's or AmSty's discretion, including during changes in the applicable maritime security level, river conditions, or severe weather events.

6.1 GENERAL SAFETY

- All persons outside of handrails will wear an approved life vest.
- The loading arm flanges will have bolts in all holes on the flange and wrench tightened. A new gasket will be used on the loading arm flange during the initial bolt-up of any cargo transfer.
- No portable electrical equipment shall be used on the dock during a cargo transfer. Additionally, portable electrical equipment may be used only if approved by AmSty Operations and a safe work permit is issued for its use.
- Loading arms will be bolted to steel flanges only. Cast iron flanges or reducers are not approved for hookups.
- Additional swivel joints will not be allowed to be added to the piping on the vessel or loading arm. The loading arm must be connected to a stationary flange.
- All personnel will utilize fall protection devices when climbing up or down dock ladders.
- No craft shall come or remain alongside a vessel while a transfer operation is in progress. In cases where a craft is needed alongside a vessel for any reason, the Dock FPIC has to grant the approval and the Shift Supervisor must be notified.
- No cell phones are allowed on the Ship Dock or at the Terminal.

6.2 SMOKING

Smoking on board a Vessel is allowed only in places which the Vessel Master has approved and is prohibited on the open deck of the Vessel at any time. Smoking at or on the Ship Dock or other Terminal property is strictly prohibited.

6.3 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The proper PPE will be required to access the Ship Dock:

- Fire Resistant Clothing (FRC)
- ANSI Approved Hard Hat
- ANSI Approved Safety Glasses
- Safety-toed Shoes
- Hearing Protection

6.3.1 RESPIRATORY PROTECTION

Benzene, Ethylbenzene, and Toluene. A National Institute for Occupational Safety and Health (NIOSH) approved respirator shall be worn in accordance with Occupational Safety & Health Administration (OSHA) regulations and other applicable governing agency regulations. A full-face organic vapor respirator must be used when personnel are gauging, sampling, checking temperatures or levels, connecting or removing benzene transfer lines, opening hatches, or any other task where benzene exposure may occur.

Styrene. A NIOSH approved respirator shall be worn in accordance with OSHA regulations and other applicable governing agency regulations. A half-face organic vapor respirator must be used when personnel are gauging, sampling, checking temperatures or levels, connecting or removing styrene transfer lines, opening hatches, or any other task where styrene exposure may occur.

6.4 CONTROLLED SUBSTANCE ABUSE

6.4.1 U.S. flag Vessels shall have in effect a drug and alcohol policy that meets or exceeds the standards set forth by the U.S. Coast Guard and U.S. Department of Transportation, and any other applicable federal, state or local laws, and that such a policy includes: pre-hire, random/unannounced, and post-incident testing.

6.4.2 Non-U.S. flag Vessels shall have in effect a drug and alcohol policy that meets or exceeds the standards set forth by their flag state and also meets or exceeds the Standards set in the most recent edition of the "Guidelines for the Control of Drugs and Alcohol on Board Ship" as published by the OCIMF.

6.5 WIND RESTRICTIONS FOR DEEP DRAFT VESSELS

Sustained winds of 35 miles per hour (mph): Vessel shall have additional deck watch in attendance.

Sustained winds of 40mph: All cargo transfers will be suspended.

Sustained winds of 45mph: All loading arms connected to a deep draft vessel must be drained, disconnected, and placed in the stowed position. The Vessel's engine should be placed on standby and undocking tugs placed on standby.

Sustained winds of 50mph: The Vessel shall leave the Ship Dock.

6.6 APPROACHING HURRICANE

The AmSty's St. James Plant Hurricane Procedure is separated into seven (7) phases for hurricanes that enter the Gulf of Mexico. The phases are determined by the location of the hurricane, wind force and the projected path of the hurricane as issued by the National Weather Service.

The St. James Plant Hurricane Advisory Committee will determine the approximate time the Plant

may experience hurricane force winds and declare the St. James Plant hurricane phases accordingly. Once the St. James Plant Hurricane Advisory Committee initiates the hurricane procedure process the Terminal Technical Advisor or Shipping Coordinator will be in direct contact with AmSty's designated Shipping Agent of any berthed vessel at the Ship Dock and any approaching vessels.

7. ENVIRONMENTAL COMPLIANCE AND POLLUTION RESPONSE

7.1 ENVIRONMENTAL COMPLIANCE

Vessel shall comply with all applicable local, state and federal environmental laws and regulations covering water, air, and land pollution while at the Terminal. If the Vessel fails to comply, Terminal or AmSty in its sole discretion may require Vessel to vacate her berth and proceed to anchorage. Notwithstanding any other provision herein, all expenses (including demurrage charges) and time lost during any period when this warranty is breached and until the Vessel reberths and is found to be in compliance with this provision shall be for Vessel's account, and Terminal and AmSty shall have no liability hereunder.

7.2 BOILER TUBE BLOWING

The Vessel is not allowed to blow boiler tubes while alongside the Ship Dock. Excessive emissions from incomplete combustion can result in soot being deposited on land and water. It is the Dock Operator's responsibility to monitor vessel compliance.

7.3 DISCHARGE, SPILL OR RELEASE

Any discharge, spill or release of liquid, petroleum or hazardous substances, regardless of quantity, shall be reported immediately to the Dock Operator. The Dock Operator shall contact the St. James Plant Shift Supervisor or Terminal Operator. All such discharges, spills and releases into the Mississippi River are reported to the U.S. Coast Guard and U.S. Environmental Protection Agency in accordance Federal law and regulations. In the event of a discharge, spill or release of Cargo or bunkers, or threat thereof, the Vessel shall immediately take any and all measures necessary to prevent and mitigate such pollution incident and resulting damages. The Vessel shall cooperate with AmSty, the Terminal and the U.S. Coast Guard with respect to any and all pollution incident response measures.

8. TERMINAL INFORMATION – BERTHING & MOORING

8.1 PILOTAGE

Any arrangement for River Pilots is the responsibility of the Shipping Agent. River Pilot coordination should be through local vessel agents and/or local pilot associations.

8.2 TUGS

At a minimum, two tugs with appropriate horsepower (as determined by the Vessel Master and River Pilot) will be used to berth and depart the Vessel, and the River Pilot and Vessel Master will

determine whether or not additional hold-in tugs must be used.

If the River Pilot and Vessel Master have determined additional hold-in tugs are necessary, AmSty will share hold-in tug charges equally between all parties.

AmSty shall bear no responsibility for any hold-in tug charges for exchange volumes.

Other than as set out herein, AmSty has no duty to, and shall not, direct, control, or instruct any Vessel in its navigation and mooring or the number of hold-in tugs.

8.3 TERMINAL MANNING

The Dock Operator is a third-party service provider. The Dock Operator will be scheduled by the AmSty Terminal Operator according to the vessel's arrival. A Dock Operator will always be present on the Ship Dock during a cargo transfer.

8.4 VESSEL MANNING

Vessels shall be properly manned at all times in order to safely manage shipboard emergencies including fire, pollution incidents, security, mandatory port evacuations, weather and breakaway.

8.5 MOORING LINES

There shall be a minimum of 12 mooring lines on the Vessel: Forward – 2 bow lines, 2 breast lines, and 2 spring lines; Aft – 2 stern lines, 2 breast lines, and 2 spring lines. All precautions should be taken by the Vessel Master to moor the Vessel safely and keep all mooring lines taut during the cargo transfer. Mooring lines must be monitored and properly maintained anytime a Vessel is moored at the Ship Dock to keep the Vessel in position at berth.

The Dock Operator has the authority and may shut down cargo transfer if mooring lines are not kept taut. If excess movement of the Vessel is experienced from river traffic, all cargo transfer shall stop immediately and resume when conditions improve and Vessel controls and ceases excess movement. Whenever a transfer is stopped, proper manifold valves shall be closed by the Vessel's Deck Watch and the Dock Operator. The transfer must not resume until the situation is resolved.

If necessary, the Vessel shall safely shift on its own lines as required by AmSty or its agent during loading or unloading. Neither AmSty nor the Terminal has a duty to supply lines and other than as set out above, AmSty or Terminal has not duty to dictate the number or placement of exact lines used by the Vessel.

8.6 RIVER LEVEL

The river stage at the Ship Dock will vary from an approximate low water elevation of +1.5 feet (ft.) to an approximate high river elevation of +29.0 ft. at Donaldsonville River Gauge.

8.7 SAFE BERTH

The Vessel Master shall be solely responsible for determining if the depth of water (at any river stage) is sufficient for the Vessel to navigate, berth and unload or load at the Ship Dock under any and all circumstances, with AmSty having no responsibility therefor. AmSty shall not be deemed to guarantee or warrant the safety, depth or suitability of any berths, public channels, fairways, approaches thereto, anchorages or other publicly operated or maintained areas, nor does AmSty warrant or guarantee the absence of underwater hazards and obstructions in these waters. AmSty shall not be responsible or liable for any loss, damage, expense, injury or delay to the Vessel resulting from the use of such public waterways or other vessels passing in the waterway. Furthermore, AmSty shall not be deemed to, and does not warrant the safety and security of the Ship Dock.

9. TERMINAL INFORMATION

9.1 VESSEL CRITERIA

The Terminal is designed to accommodate the following vessel and product transfer parameters:

SHIP DOCK		
Maximum Length Overall (LOA)	612 FEET	186.5388 METERS
Maximum Beam	106 FEET	32.3088 METERS
Maximum Dead Weight Tonnage (DWT)	54,000 DWT	54,000 DWT
Maximum Displacement (loaded)	63,514 METRIC TONS	63,514 METRIC TONS
Maximum Allowable Draft	42 FEET	12.8016 METERS
Minimum Parallel Mid Body (Ballast)	142 FEET	43.2816 METERS
Minimum Parallel about manifolds:		
<ul style="list-style-type: none"> AFT to Manifold PBL (Styrene/Benzene) 	82 FT / 90 FT	24.9936 M/15.8496 M
<ul style="list-style-type: none"> FWD to Manifold PBL (Styrene/Benzene) 	60 FT / 52 FT	18.288 M/15.8496 M
Maximum Approach Speed	6 INCHES / SECOND	6 INCHES / SECOND
Maximum Angle of Approach	6 DEGREES	6 DEGREES

9.2 AIR DRAFT

Veterans Memorial Bridge (mile marker 146)	165' minus Reserve Gauge
Hale Boggs Bridge (mile marker 121.6)	155' minus Reserve Gauge
Huey P. Long Bridge (mile marker 106.1)	153' minus Carrolton Gauge
Crescent City Bridge (mile marker 95.8)	170' minus Carrolton Gauge

9.3 CLIMATIC CONDITIONS / WEATHER

The climate at the Plant is influenced by the adjacent terrain and its closeness to the Gulf of Mexico.

During the months of June through September, almost daily intermittent afternoon showers and thunderstorms keep the temperature from rising much above 90 degrees Fahrenheit (F). The average annual temperature for southern Louisiana is about 69 degrees Fahrenheit. January, the coldest month of the year, has an average temperature of 54 degrees Fahrenheit. The average first occurrence of a freeze is December 5th and the last occurrence in the spring is February 20th. The usual winter storm occasionally moves as far south as St. James Parish and brings large and sudden drops in temperature which rarely last over three days.

The cold temperature of the Mississippi River and the many lakes and low land increase the chances of formation of fog in the winter and spring. Often times, light southerly winds provide warm moist air into the area from the Gulf of Mexico and fog may slow river traffic at times between the Gulf of Mexico and Baton Rouge.

Hurricane season runs from June 1st through November 30th. Any hurricane that enters the Gulf of Mexico has the potential to affect river operations at the mouth of the Mississippi River, and may shut down river traffic. Mississippi River levels rise in the spring, and high river conditions are encountered from April 1st through July 1st. During this time excessive river currents may be encountered.

9.3.1 SEVERE WEATHER

Transfer operations, gauging or sampling, and all other operations at the Ship Dock and Terminal will be suspended at the discretion of the Vessel Master or Dock Operator during severe lightning storms or other severe weather. In AmSty's sole discretion, if weather conditions threaten the safety of any moored vessel and/or the structural integrity of the Ship Dock or Terminal, the Vessel shall vacate the Ship Dock immediately when requested by AmSty to do so and until such time as weather conditions permit return to the Ship Dock. If any Vessel does not leave the Ship Dock

within [1 hour] of being ordered to do so, all costs (including but not limited to attorneys' fees and costs) and expenses in connection with the moving of the Vessel and the mooring or fleeting of same, as the case may be, shall be for the account of and at the full risk of the Vessel Parties. Any damage to the Ship Dock, Terminal, or other equipment shall be the responsibility of the Vessel Parties, and the Vessel Parties, jointly and severally, shall protect, defend, indemnify and hold AmSty harmless for such damage.

9.4 ENCLOSED SPACE ENTRY

Entry into any vessel-enclosed space is prohibited while at the Ship Dock.

9.5 MARPOL: NOXIOUS LIQUID SUBSTANCES, OILY WASTE, AND VESSEL GARBAGE

The Terminal is U.S. Coast Guard approved Reception Facility and is authorized to receive certain wastes from vessels. Any vessel that elects to use the Terminal for MARPOL waste-related services must complete and submit the attached ADVANCED NOTIFICATION FORM FOR WASTE DELIVERY. All associated safety data sheets (SDS) and waste profiles must be submitted with the form. AmSty is not responsible for any potential delays in waste handling services or additional costs associated with improper or incomplete documentation for waste profiles.

The ADVANCED NOTIFICATION FORM FOR WASTE DELIVERY and supporting documentation must be submitted to the Terminal Agent at least 24-hours prior to using the Terminal for waste removal service.

AmSty has contracted third party vendors to provide MARPOL waste removal services for the Terminal. Any third-party costs charged through AmSty will be charged back to the user at cost plus a twenty percent (20%) administrative fee. Contact AmSty at 1-832-616-7821 for waste removal pricing.

The Terminal does not have road access for waste removal. Therefore, MARPOL wastes will be removed from the vessel by approved water carriers, either a barge or crew boat. All over-the-water transfers shall be performed in accordance with all applicable laws, rules, regulations, and statutes. Furthermore, the user shall be responsible to provide sufficient personnel to safely perform and monitor at all times said transfer.

9.6 BUNKERS

No bunker service is allowed at the Ship Dock.

9.7 FRESH WATER

None available.

9.8 PROVISIONS AND STORES

Provision and store delivery by launch will be allowed on a case-by-case basis and must receive approval prior to vessel arrival. Launch can only come alongside vessel when loading arms are not connected. Reversal of acceptance can be done at any time due to safety reasons. The request for launch delivery must include a hold harmless agreement holding AmSty harmless of any problems associated with launch, in which the requestor accepts full responsibility for any damages to the vessel and dock structure.

9.9 TERMINAL ACCESS AND VISITOR SECURITY

Spare Parts and Crew changes are allowed upon written request from Vessel Owners, Operators or their agents. Spares are permitted to be delivered via dock, provided the packages or parts can be hand carried. The charge for carrying out Spares and will be assessed at a flat fee of \$500.00.

The FSO or acting FSO has the authority to deny access to any person/package to the dock due to safety reasons.

All vessels will be required to pay a security charge of \$700 per vessel per day. A signed security form must be on file for all ship agencies berthing vessels at AmSty terminals. Invoice will be sent by terminal agent with estimated days and must be paid prior to vessel arriving at AmSty.

Proper identification must be provided for Terminal access and must comply with the AmSty Facility Security Plan.

An up-to-date crew list for crew members leaving or joining the Vessel must be provided by the Vessel Agent at least 48 hours prior to arrival. Advance notice, a minimum of one hour, must be provided to the AmSty FSO or direct representative before crew members may depart the Vessel and transit through the Terminal. This notice will allow AmSty the time to ensure all proper measures are taken in order to ensure the safe and secure passage of Vessel personnel.

9.10 SAFE ACCESS TO VESSEL

AmSty does not provide a gangway for the Ship Dock. It is the responsibility of the Vessel to provide safe access to the Ship Dock.

9.11 ACCURACY OF SPECIFICATIONS

All descriptions and dimensions provided within this Section 8 are approximate, and AmSty makes no warranty or guarantee of the accuracy of this information.

9.12 LAYBERTH/DOCK DEMURRAGE

Upon completion of cargo transfer operations, should the Vessel need or prefer to stay moored rather than moving to an anchorage for waiting on orders or next terminal availability the Vessel Owners, Operators, and/or agents may in writing request layberth status for a fee of \$2500.00 per day. AmSty in its sole discretion may allow the Vessel to stay moored at the Terminal. Demurrage time shall start at the time of hose disconnect from the Vessel and shall accrue in 24hr increments.

If the Vessel does not depart prior to 24hrs from the time of hose disconnect, another full day will be charged, and so on. Demurrage must be paid prior to vessel departing the Terminal. An invoice for demurrage shall be requested by the Vessel Master prior to the Vessel departing the Terminal.

10. CARGO TRANSFER OPERATIONS

10.1 GANGWAY

Gangways are to be safely placed, secured, and tied off to the vessel for safe access and egress. Attention and monitoring by the Dock Operator throughout the transfer is required to ensure the gangway stays secured to the Vessel during this operation. The Vessel will provide a safety net that will be attached under the gangway as a precaution.

10.2 GANGWAY POSITION

Benzene Loading arm center-manifold at the gangway will be 70 feet aft.

Styrene loading arm center-manifold at the gangway will be 60 feet aft.

10.3 LOADING ARMS / DRAIN VALVES

Loading arms and drain valves should be checked frequently to verify that no product from flanges or drain valves is going to dock sump.

A pressure test of the loading arm will be performed prior to a cargo transfer. It is the Dock Operator's responsibility to verify the loading arm pressure test.

10.4 SIMULTANEOUS PRODUCT TRANSFERS

By connecting the two loading arms at the Amsty Ship Dock to a vessel, this will allow for the simultaneous transfer of two products (Styrene and Benzene or Styrene and Ethylbenzene). The two loading arms are 10 feet apart (3.05 meters) and will require the ship to position its manifold so that the two loading arms remain parallel to each other while being connected to the vessel. The two loading arms will be positioned perpendicular to the loading dock while being connected to the vessel. For this to occur, the vessel must be portside to the Ship Dock. In this configuration, the benzene loading arm will be forward, and the styrene loading arm will be aft by 10 feet. The SGS dock operator will determine if the loading arms can be connected from the manifold configuration presented by the ship. If the dock operator determines that both loading arms cannot be connected at the same time because of the manifold arrangement the simultaneous loading will not be allowed, and the product transfers will have to be done individually following each other.

10.5 EMERGENCY SHUTDOWN

A pull cord will be made available to the Vessel for the purpose of emergency shutdown of loading/unloading activities.

10.6 CARGO TRANSFER RATES

PRODUCT HANDLED	ARMS	FLANGE SIZE	RATE BBL/HR		MAXIMUM PRESSURE
			LOADING	DISCHARGE	
STYRENE	1	8"	2,500 BBL/HR		100 PSIG
ETHYLBENZENE	1	8"	1,000 BBL/HR	3,000 BBL/HR MAX	100 PSIG
BENZENE*	1	8"		2,700 BBL/HR MAX	100 PSIG

10.7 LOADING ARMS / GROUNDING

All loading arms and hoses have insulated flanges that isolate the Vessel from the dock and eliminate the need for grounding cables.

10.8 LOSS OF ELECTRICAL POWER / EMERGENCY SHUTDOWN ACTIVATION

Any loss of power to the Ship Dock, or Emergency Shutdown (ESD) activation, will trigger the pneumatic shutdown valves on the dock to the closed position.

The Dock Operator is to immediately inform the Vessel Master to shut down cargo transfer and block in the manifold valve to the loading arm. The Dock Operator will also block in isolation valves on the loading platform.

The Dock Operator will inform the Terminal Operator that the transfer has stopped. The transfer will not resume until the problem has been identified and corrected.

10.9 NITROGEN

Nitrogen is used on the Ship Dock for blowing down loading arms and cargo hoses after a transfer is complete.

Nitrogen shall be used to pad cargo compartments during benzene discharge operations and shall be provided by the vessel.

10.10 STOPPAGE OF CARGO TRANSFER

If the loading or discharging of any vessel is stopped by the Coast Guard because the vessel

requires an inspection or modifications, repairs, or is otherwise found unfit to continue, the vessel should promptly leave the dock and may not return until all corrective measures have been taken and approved by U.S. Coast Guard or class society. All vessels must have current Coast Guard Inspection Certificates.

Any vessel that has completed loading or discharge but does not have power, will proceed to anchorage by tug.

Any vessel that because of a mechanical breakdown cannot continue to load or discharge and cannot be repaired within two hours, will leave the dock to make repairs.

Any vessel, which fails to leave the dock within any of the times specified above, or once given written notice from AmSty to depart, will pay dock demurrage to AmSty in the amounts of \$2,500.00 per hour, payable before commencement of cargo movement or prior to departure.

10.11 COMPARTMENT CLEANING

No tank cleaning operations shall be conducted alongside the Ship Dock.

NOTE: Additional information, including safety requirements and transfer operation parameters is contained in the AmSty Declaration of Inspection form. The information contained in this form must be discussed and acknowledged by the Dock Operator and the Vessel Master prior to the start of any transfer operation.

11. VESSEL RESPONSIBILITY

11.1 INDEMNITY

The Vessel Parties hereby agree (jointly and severally) to release, protect, indemnify, defend and hold harmless AmSty and all persons, firms or other entities which may manage, own or control the Terminal or the operations of the Terminal, and its and their respective officers, directors, employees, agents, subcontractors and vessels and the insurers of all (collectively, the “AmSty Group”) from and against any and all claims, suits, causes of action, demands, losses, liabilities, damages, costs, expenses, fees (including, but not limited to, reasonable attorneys’ fees and costs) and court cost (collectively “Claims”), inclusive of Claims made by third parties, arising from or relating to, (a) the loss of life, bodily injury, disease, or any other injury of any type whatsoever, involving any person, and (b) damage, contamination or loss of property, incident to or resulting from Vessel’s use of the Terminal, and **WHETHER OR NOT CAUSED BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY MEMBER OF THE AMSTY GROUP, OR UNSEAWORTHINESS OF ANY VESSEL, EXCEPT TO THE EXTENT CAUSED BY THE PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE AMSTY GROUP.**

Additionally, such obligation of the Vessel Parties (jointly and severally) to release, protect, indemnify, defend and hold harmless the AmSty Group shall include, but not be limited to, loss,

penalty, fine, clean-up costs, natural resource damage, remediation costs, removal costs, demurrage, administrative costs and any and all other costs and liabilities that arise directly or indirectly from pollution caused or threatened by (a) a Vessel Party, whether in loading and/or unloading of Cargo, or in the operation or management of the vessel; or (b) any escape, release, discharge, threat of discharge, or disposal of fuel, pollutants or hazardous materials from the Vessel or any Vessel Parties' vehicles or equipment, or otherwise caused by the Vessel Party while in, on, or adjacent to the Terminal, **WHETHER OR NOT CAUSED BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY MEMBER OF THE AMSTY GROUP, OR UNSEAWORTHINESS OF ANY VESSEL, EXCEPT TO THE EXTENT CAUSED BY THE PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE AMSTY GROUP.**

11.2 INSURANCE

Vessel shall carry and maintain in full force and effect insurance coverages with insurance companies reasonably satisfactory to AmSty of the following types and amounts:

- Hull and Machinery Insurance on each Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade.
- Protection and Indemnity ("P&I") Insurance provided through any combination of (i) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (ii) policy (ies) with a commercial insurance company (ies) or underwriters/syndicate(s) acceptable to AmSty with terms no less broad than those customarily carried by similar marine Vessels with limits of not less than ten million (\$10,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of master, mates, and crew; tower's liability for tugs, excess collision liability; cargo legal liability; pollution liability; and contractual liability. In addition, any towboat or tug utilizing the Terminal shall carry tower's liability insurance.
- Pollution Liability Insurance, either by endorsement to the appropriate insurances named above, or by separate insurance with an insurance company(ies) or underwriters/syndicate(s) rated not less than A-, IX by A.M. Best or otherwise reasonably acceptable to AmSty with limits of not less than two hundred million (\$200,000,000) per occurrence or the maximum amount required under the Oil Pollution Act of 1990 ("OPA") and any amendments thereto, whichever is greater, covering any and all environmental risks, civil fines and penalties, government action or otherwise, and equivalent to that coverage provided by Lloyd's of London Pollution Policy/Environmental Pollution Group. COFRs shall also be maintained on all Vessels loading or unloading at the Terminal.

Upon request by AmSty, Vessel shall provide AmSty with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release, or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements.

12. MISCELLANEOUS

12.1 GOVERNING LAW; JURISDICTION AND VENUE

These Rules shall be construed and enforced in accordance with the General Maritime Law of the United States, and to the extent they are not applicable, the laws of the State of Louisiana shall apply without regard to its conflicts of laws provisions. Each of the parties hereby submits to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana, New Orleans, and irrevocably waives any objection which it may now or hereafter have to said venue or forum. Should AmSty engage counsel to enforce any provision in these Rules, Vessel Party and Vessel shall be liable for any and all attorney's fees and costs incurred by AmSty.

12.2 FORCE MAJEURE

In the event that AmSty or any Vessel Party is rendered unable, wholly or in part, by reason of Force Majeure to carry out its obligations under these Rules, it is agreed that the obligations of such party shall be suspended to the extent of and during the continuance of any inability so caused, but for no longer period; and such cause shall, so far as reasonably possible, be remedied with all reasonable dispatch by the party or parties claiming Force Majeure. If the Force Majeure event renders AmSty unable, wholly or in part, to carry out its obligations under the Rules, Vessel may at its discretion make other arrangements for berthing until the Force Majeure event has ended. The party claiming Force Majeure shall provide prompt written notice to the other party of such Force Majeure, and in such notice, shall give reasonably full particulars concerning the nature and anticipated duration of the Force Majeure and the actions being taken to avoid or minimize its effect, as soon as reasonably possible after the occurrence of the cause relied upon. AmSty shall not be liable for demurrage or any other charges incurred by a Vessel Party during a Force Majeure event.

For purposes of these Terminal Rules, a "Force Majeure" means any act, event, or circumstance at the Terminal that is beyond the reasonable control of AmSty or the Terminal, and may include without limitation the following: acts of God, acts of natural phenomena, landslides, subsidence, severe lightening, earthquakes, volcanic eruptions, fires, tornadoes, hurricanes, named storms, floods and high water, washouts, tidal waves or tsunamis; acts of terrorism (cyber or otherwise) or war; strikes, lockouts or labor disputes; orders, rules, regulations, restrictions or laws of any governmental authority having or asserting jurisdiction over the Vessel or AmSty; expropriation, requisition, confiscation, or nationalization of the terminal; epidemics, pandemics, or quarantine, and whether or not recognized by any governmental authority; inability to procure material, equipment or necessary labor for the Terminal; inability to obtain, or suspension, termination, adverse modification, interruption or inability to renew any servitude, right of way permit, license, lease, consent, authorization or approval of any governmental body having or asserting jurisdiction; or breakdown or destruction of the Terminal docks, pipelines, machinery, or equipment for any reason and howsoever caused; electrical failure at the Terminal, closures or restrictions imposed on the port or public channels (including fog restrictions) by the U.S. Coast Guard or other governmental authority having or asserting jurisdiction over the Terminal or operations on the LMR.

12.3 REMEDIES FOR ENFORCEMENT

AmSty shall have all remedies available to it by law, in equity or in admiralty to enforce these Rules and to collect all fees, charges, and/or damages due hereunder, including but not limited to liens against the Vessel for such fees, charges and/or damages.

12.4 LIMITATION OF LIABILITY

IN NO EVENT SHALL A PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST REVENUE, LOST PROFITS OR LOST BUSINESS, OR LOSS OF MARKET VALUE, REGARDLESS OF WHETHER AS A RESULT OF THE NEGLIGENCE, STATUTORY STRICT LIABILITY, OR FAULT OF EITHER PARTY, RELATING TO THESE RULES.

12.5 AMENDMENTS/INTERPRETATION

Amendments to these Rules may be issued from time to time. These Rules are subject to change without notice. AmSty shall be the sole judge as to the interpretation of these Rules.

12.6 PRIVATE TERMINAL

Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility and AmSty is not a marine terminal operator as defined by the Shipping Act of 1984, as amended. Only vessels engaged in private or contract carriage pursuant to private commercial arrangement will be accepted by AmSty for berthing at the Ship Dock; the Terminal is not available to common carriers.

12.7 SEVERABILITY

To the extent any provision (or portion thereof) contained in these Rules should be held of determined invalid, illegal, in conflict with a Vessel Contract or unenforceable in any respect, the validity, illegality and enforceability of the remaining portion of any such provision and the other remaining provisions or underlying rights and obligation referred to herein shall not in any way be affected, modified, or impaired thereby.

12.8 HEADINGS

Headings and sub-headings of sections in these Rules have been included for convenience and are not deemed to be part of this agreement and shall not be used in the interpretation or construction of these Rules.

12.9 WAIVER

The waiver by AmSty of any of the terms and conditions contained in these Rules shall be valid only if in writing and to the particular occasion and shall not be deemed to be continuing or a

waiver by AmSty unless specifically expressed in writing by AmSty to be so, and shall not constitute a waiver or relaxation of any of the other conditions contained in these Rules.

13. ATTACHMENTS

13.1 VIEW OF AMSTY'S SHIP DOCK



13.2 ADVANCED NOTIFICATION FORM FOR WASTE DELIVERY

Section 1: Ship Information

1.1 Name of Ship	1.4 Owner/Operator
1.2 IMO Number	1.5 Distinctive numbers or letters
1.3 Gross Tonnage	1.6 Flag State

Section 2: Port and Voyage Information

2.1 Arrival date and time	2.5 Last port where waste was delivered
2.2 Departure data and time	2.6 Date of last delivery
2.3 Last Port and Country	2.7 Next Port of delivery
2.4 Next Port and Country (if known)	2.8 Person submitting Form

Section 3: Type and Amount of Waste for Discharge to Facility

MARPOL Annex I Oil	Quantity (m ³)	MARPOL Annex V Garbage	Quantity (m ³)
Oily Bilge Water		APHIS Regulated wastes	
Oily Residue (sludge)		Plastic	
Oily Tank Washings		Floating dunnage, lining or packing material	
Oily Ballast Water		Ground down paper products, rags, glass, metal, bottles, etc.	
Scale and Sludge from Tank		Dry Cargo Residues*, paper products, rags, glass, metal, bottles, etc.	

Other (specify)		Food waste	
MARPOL Annex II - NLS*	Quantity (m³)	Incinerator Ash	
Category X Substance		Other wastes (specify)	
Category Y Substance			
Category Z Substance			
Other substances			

*Indicate proper shipping name of NLS and Dry Cargo Residues

ALL FORMS MUST INCLUDE ASSOCIATED SAFETY DATA SHEETS (SDS) AND WASTE PROFILES
Form must be returned to agents at least 24-hours prior to using the Terminal for MARPOL services.

13.3 CREW CHANGE/SHORE LEAVE REQUEST FORM

DATE:

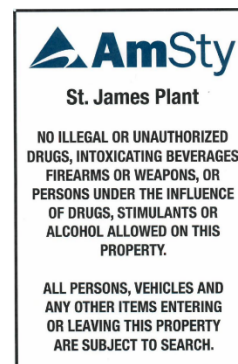
TO: Amsty St James – amsty@nortonlilly.com

FROM:

SEAMAN'S SHORE LEAVE / CREW CHANGE FOR FOREIGN CREW MEMBERS

1. Permission must be granted prior to crew change/shore leave. Written detailed request, along D-1 stamped crew list must be received prior to crew movement.
2. It is okay for crewmen to bring packages across docks, but they must be able to be hand carried only, and by one person. No hand carts, vehicles or other equipment is allowed across our docks.
3. Crew members must wear life jackets at all times while on Amsty dock.
4. There are no provisions for closed containers of alcoholic beverages. The Captain of the vessel has no jurisdiction or authority to grant permission to anyone to transport any unauthorized alcohol products across AmSty Property. Any deviation from this protocol is deemed a company violation.
5. If a crew member has a medical emergency, and does not have a D-1 pass accompanied by a passport or Seafarer ID, an ambulance or launch boat is required to leave the vessel. When that crew member returns, he must show proof to the Amsty Guard that he went (such as an invoice or doctor's note on letterhead). The crew member must then obtain a boarding permission to return to their vessel after it is checked by the guard.
6. The request for crew change/shore leave has to include a hold harmless agreement holding Amsty harmless of any problems associated with, in which the requestor accepts full responsibility for any damages to the themselves, vessel and dock structure.

Agent for subject vessel





13.4 SECURITY FORM

DATE:

TO: Amsty St James – amsty@nortonlilly.com

FROM:

As agents, to vessels berthing at Amsty St James terminal, we agree to pay a security fee of \$700 per vessel per day. We understand that these fees are being implemented due to the added costs and expenses associated with security enhancements at the terminal.

Agent for subject vessel

Signature of Representative

13.5 PRE-APPROVAL QUESTIONNAIRE

PLEASE RESPOND TO NORTON LILLY AT LEAST 24 HOURS PRIOR TO ARRIVAL

1	NAME OF VESSEL:
2	VESSEL DRAFT FORE AND AFT ON ARRIVAL:
3	ESTIMATED VESSEL DRAFT FORE AND AFT ON DEPARTURE:
4	LENGTH OVERALL, BEAM AND BCM (BOW TO CENTER MANIFOLD) DISTANCES:
5	VESSEL LOAD PORT:
6	VESSEL LAST PORT:
7	HAS US CUSTOMS AND IMMIGRATION CLEARED THE VESSEL AT ANOTHER US PORT?
8	WHAT MARSEC LEVEL WILL THE VESSEL BE OPERATING UNDER DURING THIS PORT CALL?
9	DOES THE VESSEL HAVE THE ABILITY TO SAFELY MOOR WITHOUT USING WIRE ROPES?
10	WHAT IS THE TYPE AND AMOUNT OF CARGO TO BE LOADED / OFFLOADED?
11	IS THE VESSEL PREPARED TO RECEIVE AN 8" LOADING ARM? (THE VESSEL WILL BERTH PORT SIDE AT THIS TERMINAL)
12	THE NUMBER OF AVAILABLE PUMPS FOR DISCHARGE AND PUMPING RATE:
13	DOES THE VESSEL HAVE A NITROGEN GENERATOR ON BOARD? IF YES, WHAT IS THE NITROGEN GENERATOR CAPACITY?
14	IS THE VESSEL CAPABLE OF NITROGEN PADDING COMPARTMENTS DURING DISCHARGE OPERATIONS?
15	THE MAXIMUM DISCHARGE PRESSURE ALLOWABLE AT THE LOADING ARM IS 100 PSIG. IS THE VESSEL CAPABLE OF MAINTAINING AT 100 PSIG DURING DISCHARGE?
16	DOES THIS VESSEL HAVE SEGREGATED BALLAST TANKS?
17	IS THIS VESSEL CAPABLE OF BALLASTING CONCURRENTLY WITH DISCHARGE? IF NOT, HOW MANY HOURS ARE REQUIRED FOR BALLAST?
18	THIS TERMINAL DOES NOT PROVIDE A SHORE GANGWAY. DOES THE VESSEL HAVE A SAFE, WORKING GANGWAY WITH THE PROPER SAFETY NET? WHAT IS THE OVERALL LENGTH OF THIS VESSEL'S GANGWAY?
19	PLEASE PROVIDE THE NAME AND CONTACT INFORMATION FOR ASSIGNED SHIP AGENT.

20	PLEASE PROVIDE THE VESSEL'S PHONE NUMBERS AND FAX NUMBER.
21	PLEASE PROVIDE THE NAME OF THE VESSEL'S PIC.
22	PLEASE PROVIDE A COPY OF THE SHIP'S MANIFEST (CARGO AND CREW).
Note	Crew list along with list of joining/leaving crew and authorized visitors must be sent to the terminal through agents at least 48 hours prior to arrival.

13.6 ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of the AmSty St. James Plant’s Marine Terminal Rules and Regulations.

Since the information, policies and procedures described herein are subject to change, I acknowledge that revisions to the Marine Terminal Rules and Regulations may occur. Such revised information may supersede, modify, or eliminate existing policies. AmSty shall have sole authority to add, delete or adopt revisions to the policies in these Marine Terminal Rules and Regulations.

I agree that I have read, understand, and will comply with the policies and procedures contained in these Marine Terminal Rules and Regulations and any revisions.

Vessel Name: _____

Print Name – Vessel Master: _____

Signature – Vessel Master: _____

Print Name – AmSty Representative: _____

Signature – AmSty Representative: _____

Date / Time: _____

Revision History:

Date	Reviewed by	Comments
5/8/23	Regina Arellano	Revised