



FAUSTINA (DONALDSONVILLE) Port Tariff

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Issued By: Colt McCay

Mosaic Fertilizer, LLC
13830 Circa Crossing Dr
Lithia, Florida 33547



Section I – Description of Facilities

Limited Use

The Mosaic Faustina Terminal (“Terminal”) is designed for the purpose of loading dry bulk phosphate products on to ships and river barges as well as offloading raw materials used in producing those products from ships and barges.

Location:

The Mosaic Faustina Plant (Donaldsonville) dock is a private facility located at approximately mile 166.9 A.H.P. P. on the right descending (west) bank of the Mississippi River.

Berth information:

Berth is equipped to load up to a Panamax size vessel.

LOA restriction of 700 ft.

Loader: One (rail travel)

Draft alongside: In excess of 60FT

Vertical clearance under loading spout: Basis Zero river stage at Donaldsonville: 80ft

Panamax vsls usually make fast alongside using the mooring buoy just forward of the dock.

Handymax vsls normally make fast without the use of the mooring buoy forward of the dock.

Section II – General Terms

Application of Tariff

The rates, rules and regulations contained in this tariff shall apply equally to all users of the waterways serving this Terminal, and of the Terminal, and of the Terminal facilities.

Hours of Operation

Normal Terminal operations are conducted 24 hours, seven (7) days per week including holidays.

Section III – Rates, Charges, & Payments

Holidays

The Terminal will operate on the following holidays by special arrangement only. The following charge shall be made and paid for terminal loading on the following holidays: \$1,500.00 on each twenty four (24) hour period or fraction thereof (unless otherwise negotiated/contracted).

Holiday Dates

New Year's Day Jan. 1
Martin Luther King Day 3rd Mon./Jan
Good Friday
Memorial Day Last Mon./May
Independence Day July 4
Labor Day 1st Mon./Sept.
Veterans Day Nov. 11
Thanksgiving Day 4th Thurs./Nov.
Friday after Thanksgiving
Christmas Eve Day Dec. 24
Christmas Day Dec. 25

When any of the above holidays fall on a Sunday, they will be observed on the Monday following. When any of the above holidays fall on a Saturday, they will be observed on the Friday preceding.

Stevedoring

The Terminal does not contract for stevedoring operations. The vessel's owner or agent is directed to the contracting stevedores for rates and services. These operations will be subject to all terminal safety and operating procedures.

Running Lines

Line handling services for vessels scheduled to dock at the Mosaic dock must be arranged by the vessel's owner, charterer, and/or agent with an independent line handling service approved to operate at the Mosaic dock. The line handling service must have the capability of securing the lines by use of a launch boat.

Dockage Rates

Dockage charges will commence when the vessel is located at the dock and will continue until the vessel vacates the dock. Dockage will be charged on the vessel's highest gross registered tonnage as shown in Lloyd's Register of Shipping at the flat rate of Three Dollars and Twenty Five Cents (US\$3.25) per gross registered ton for each time a vessel berths at the Mosaic Faustina Plant dock.

Note 1: All rates are assessed on each twenty four (24) hour period or fraction thereof.

Note 2: Dockage charges shall commence against a vessel when the first line has been made fast at the berth and shall continue until the last line has been released and vessel is completely free.

Security Fee

A security fee will be charged to the vessel owner, charterer, and/or agent. The security fee will be assessed at a flat rate of \$2,000 per vessel.

Section IV – Liability & Indemnity

Prepayment

The Terminal operator reserves the right to collect in advance all charges which may accrue against vessels, or against cargo loaded or discharge by such vessels, or from other users or waterways and Terminal facilities.

Interest / Other Charges

Interest on any vessel obligations not paid when due shall be charges at a rate of 1.5% per month but not to exceed the maximum rate allowed in this State, together with all costs and attorney fees incurred in collection.

Pollution Liability

The vessel owner and its operator shall comply with all applicable federal, state and local laws and regulations affecting the environment. No person, firm or corporation shall deposit, place or discharge into the waterways serving the Terminal, either directly or through private or public sewers, sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residuum of gas, calcium carbide, trade waste, tar or refuse, cargo or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, or the odors and gases of putrefaction. Vessel owner and operator shall indemnify and hold Terminal harmless for any damage, liability or expense arising out of or incurred as a result of any breach of this provision. This provision does not release Terminal from liability for its own negligence.

Nuisance

Vessel owner and operation shall comply with all federal, state and local air pollution laws. It is unlawful for a vessel to permit excessive smoke, clearing of boilers, blowing tubes, or creating similar conditions while vessel is in the channel, turning basin, or in berth. Any activities of this nature will be reported to the U.S. Coast Guard and other appropriate authorities and Terminal may order a Vessel out of berth.

Damage to Dock / Terminal Facility

Vessel and Cargo owners and their agents shall be jointly and severally liable for any damage to the dock or Terminal facilities caused by or arising from operation of the Vessel or the action of its employees or agents. Terminal may require a bond in an amount reasonable with damage before allowing vessel to sail.

Bond

Users of the Terminal facilities may be required to furnish the Terminal operator with an Indemnity Bond insuring the Terminal operator against loss of any funds accruing from charges assessed for services rendered and for usage or facilities. The bond shall be in a reasonable amount determined by the Terminal operator.

Section V – Berthing Regulations

Notice of Readiness

All Vessels, their owners, agents or masters intending to discharge or receive cargo at the Terminal shall prior to berthing, submit a Notice of Readiness to the Terminal operator.

Berth Assignment

Except as otherwise ordered by the Terminal operator, Vessels will be assigned a berth in the chronological order in which the Notices of Readiness have been filed.

Anchorage Requirements

Vessels desiring a berth at the dock shall anchor at the Burnside Anchorage (Mile 165-167 A.H.P.) if space is available. If space is not available, the vessel shall move to the anchorage closest to Burnside Anchorage that has space. In the event a vessel fails to comply with this requirement and another vessel or vessels, although arrived later, are anchored at an anchorage closer to Burnside than the subject vessel, the Plant may, at its sole discretion, bypass the vessel failing to comply with the above requirement if, in the Plant's judgment, loss of berth time may be avoided thereby.

Vacating Berth

Terminal may order vessel to vacate the berth when it deems that the continued presence of such vessel is a potential hazard to the vessel, the berth, the facility, or the rights of property of others, or would unreasonably interfere with the use of terminal's facilities by others. Such situations include, but are not limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or terminal facilities; when the berth is committed to others under preferential berth arrangement or other agreement; when the vessel's cargo or other items present a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.

If vessel refuses to vacate the Faustina berth, penalty charges of \$5,000 per hour will be assessed against the vessel and/or its owners and agents after Notice to Vacate has been given to the vessel and/or its owners, agents, master, or mate. Also, Mosaic reserves the right to deny such vessel future berthing privileges.

Berthing Order

Terminal may in its sole discretion, change the turn of Vessels whether berthed or not, when in its judgment, conditions at the dock or the Terminal will thereby be facilitated.

Labor Disturbances

If a strike or other labor disturbance will in Terminal's judgment tie up, impede, or shut down operations at the dock, Terminal may order any or all Vessels out of berth or refuse to accept it at berth.

Gangway, Lights, Crew

Upon berthing, Vessels shall immediately and at all times provide and maintain a safe and adequate gangway from the Vessel to the dock, adequate lighting equipment, and appropriate officers and crew aboard to permit reception of cargo at any time of the day or night. Failing this, Terminal may order the vessel to vacate the berth.

Vessel Bunkering

Terminal will not permit the transfer of bulk oil to Vessels. Any truck or barge that arrives at the Terminal with the intention of doing so will be refused entry/access. This includes lube oils, which are intended to be pumped from trucks or drum onto a Vessel from the dockside.

Cleanliness, Obstruction of Premise and/or Berth

Ship agents and Vessel owners shall be held responsible for the clean-up of the berth which they have used for deliveries, work being conducted on vessel and/or barge. Cargo or stevedore gear that would hamper normal operations will not be permitted to remain on berth or facility grounds without specific advance approval by the Terminal operator.

If the above areas are not clean and cargo handling equipment is not removed in accordance with the Terminal operators directives, terminal will be authorized to remove equipment or clean the area at the ship agent and/or vessel owners' expense with the cost there of plus 100%. The Terminal operator will notify the responsible party before undertaking chargeable clean-up.

Safety Policy and Procedures

Ship agents, vendors and vessel crew will be required to follow Mosaic Safety policies and procedures while on premise. Proper PPE must be worn at all times once you disembark vessel and/or vehicle. You must be wearing at all times the following items:

- Steel Toe Shoes
- Safety Glasses (with proper side shields)
- Hard Hat
- Personal Flotation Device (PFD) while within 10ft of waterways

Ship agents, vendors, visitors and vessel operators will be required to have a valid Transportation Workers Identification Credential (TWIC) on their person at all times or be escorted by someone who has a TWIC.

Additional access to other areas in the facility other than the berthing area is not permitted. Under no circumstances may the vessel crew leave the berth area on foot to leave the facility. Vehicle service will be provided to escort vessel crew members outside the facility and will be provided upon return to the facility.

Vehicles on Facility

Vehicles are not permitted on the dock.

