



**VULCAN CONSTRUCTION MATERIALS, LLC
STANDARD TERMS AND CONDITIONS,
INCLUDING ADDENDUM NO.1 (RATE SHEET)
(6 FEBRUARY 2026)**

**DRAFT AT THE BERTH MUST BE CONFIRMED IN WRITING WITH HOST
AGENCY, LLC PRIOR TO FILING THE APPLICATION**

VULCAN CONSTRUCTION MATERIAL LLC's ("Vulcan") STANDARD TERMS AND CONDITIONS ("STC") APPLY TO ALL VESSELS CALLING AT VULCAN'S LAYBERTH AT THE PORT OF HOUSTON, PORT FREEPORT AND PORT CORPUS CHRISIT (collectively known as the "Port").

1. Filing Application for Layberth

An applicant ("**Applicant**") intending to use as a layberth ("**Layberth**") shall file an application ("**Application**") on-line at:

<https://www.vulcanmaterials.com/layberth-application>

Vulcan's Port agent, Host Agency, LLC ("**Host**"), must be contacted and the draft depth at the berth confirmed in writing. Host's contact details are as follows:

Host Agency, LLC
4400 Highway 225, Suite 280
Deer Park, TX 77536
houston@hostagency.com
Tel.: (281) 481-5700
Fax: 713-893-6269

The signed Application, if it is accepted by Vulcan, and/or the berthing of the vessel, or barge, or tug, or any other watercraft ("**Vessel**") acceptable to Vulcan in its sole discretion, together with the STC then in force, shall constitute a binding contract between, on the one hand, Vulcan, as owner of the Layberth, and, on the other hand, the Applicant, the Vessel, and the Vessel's Owners, Operators, Managers, Charterers, and/or agents, jointly and severally, (collectively "**Layberth Parties**"), as the user of the Layberth. The Layberth Parties agree to abide by the rules and regulations of the STC, and to be jointly and severally liable, including financial responsibility, for the charges of whatsoever kind or nature in the STC, and for any and all liabilities arising therefrom. All charges incurred by the Vessel, as set forth in the STC, Addendum No. 1 (Rate Sheet) to the STC, and the Application, shall be the responsibility of, and payable by the representative of the Vessel that files the Application, and also by the Vessel, *in rem*, and the other Layberth Parties, and it is expressly acknowledged that use of the Layberth is



necessary for the Vessel's intended operations and Vulcan is relying upon the credit of the Vessel, and shall have a maritime lien on the , for all charges incurred and due hereunder.

Note: Filing of the application does not automatically mean acceptance of the vessel for berthing

Applicant's Application and ISPS Certificate must be approved by Vulcan at least one (1) day in advance of the Vessel's arrival at the Layberth. Applicants are urged to submit Applications as far in advance as possible.

The Layberth Parties are responsible for arranging security at the berth for the period of the vessel's stay as required by the International Ship and Port Facility Security Code ("ISPS") and the Vessel's ISPS compliant Ship Security Plan, the applicable Port Facility Security Plan, and other local security requirements and as further provided by clause 12 below.

Additionally, it is the sole responsibility of the Layberth Parties to obtain any and all required authorizations, permits, and approval from the U.S. Coast Guard ("USCG"), U.S. Customs & Border Protection ("CBP"), the Captain of the Port, the Pilots, and from any other relevant local, state, or federal entities, and to provide appropriate documentation evidencing same to Vulcan at least 24 hours in advance of the Vessel's arrival. Such required authorizations, permits and approval must at all times remain current / valid prior to the Vessel's arrival at the Vulcan Layberth, while at the Vulcan Layberth, and when departing the Vulcan Layberth.

The Layberth Parties guarantee the seaworthiness of the Vessel, which seaworthiness is subject to Vulcan's approval in its sole discretion. The Applicant represents and warrants that it has the requisite agency, power and authority to bind the other Layberth Parties to this Agreement.

2. Cargo Operations at the Vulcan Layberth

Cargo operations, including the loading, restowing, and discharge of cargo, will only be permitted with Vulcan's prior approval and at its sole discretion. The request that cargo operations be allowed at the Vulcan Layberth must be made in writing at the time the Application is submitted, and written authorization from Vulcan must be obtained prior to conducting cargo operations while at the Vulcan Layberth.

The Layberth Parties guarantee that the Vessel will be loaded, discharged, and/or restowed, whichever is applicable, so that the Vessel remains in safe and seaworthy trim prior to the Vessel's arrival at the Vulcan Layberth, while at the Vulcan Layberth, and when departing the Vulcan Layberth.

The Layberth Parties shall be responsible for, and indemnify Vulcan for, any and all damages to the Vulcan Layberth, Vulcan, and/or to any third other parties by reason of cargo or Vessel operations.



The Vessel shall inspect and supervise, continuously, all cargo loading, discharging or restowing operations, shall be in charge thereof, and shall have sole responsibility, along with the other Layberth Parties, for any damage to property or persons resulting therefrom.

In the event that there is an incident or accident of any kind at the Vulcan berth arising out of cargo operations at the Vulcan Layberth, the Layberth Parties shall be legally and financially responsible for all resulting claims, damage, costs, expenses, fines, penalties, etc., arising out of the incident / accident, including but not limited to salvage and/or wreck removal costs.

Vulcan shall not be responsible for any marine loss or damages whatsoever to cargo, barges, ships or other water borne vessels, or to equipment of any kind used in cargo operations, moored at, alongside, or in the vicinity of the Vulcan Layberth, for purposes of the loading, unloading, or restowing of cargo on the Applicant's Vessel.

A Vessel berthed at the Vulcan Layberth shall at all times maintain appropriate officers and crew aboard to permit loading, discharge or restowing of cargo at any time of the day or night including Saturdays, Sundays or holidays, and to move the Vessel safely in and out of the berth and in no event shall be manned below the minimum safe manning certificate.

Furthermore, the Layberth Parties shall disclose to Vulcan the cargo or cargoes onboard the Vessel, and those it intends to discharge at the Vulcan Layberth at the time the Application is submitted, and/or those cargo or cargoes it attends to load at the Vulcan Layberth, whichever is applicable. If the Vessel is carrying hazardous material, cargo or cargoes, the cargo or cargoes must be carried, stowed, and/or discharged and/or loaded in compliance with all applicable international and local, state, and federal regulations.

The Layberth Parties shall be financially and legally responsible for any and all costs arising out of the Vessel's cargo operations at the Vulcan Layberth and agree to indemnify Vulcan for any such costs.

3. Bunkering at the Vulcan Layberth

Bunkering operations at the Vulcan berth will only be permitted with Vulcan's prior approval and at its sole discretion. Should the Applicant request that bunkering operations be performed at the Vulcan berth, the request must be made in writing at the time the Application is submitted, The Applicant must indicate the quantity of fuel to be bunkered and the estimated time required for this operation in the request for bunkering operation, and written authorization from Vulcan must be obtained prior to taking on bunkers while at the Vulcan Layberth. In the event there is a pollution incident at the Vulcan Layberth arising out of the bunkering operations, and / or from spillage of any kind whatsoever from the Vessel, and / or from the bunker barge, the Layberth Parties shall be legally and financially responsible, and shall indemnify Vulcan, for cleaning up the pollution, and for all resulting claims, damage, costs, expenses, fines, penalties, etc., arising out of the incident.



Bunkering operations, if permitted by Vulcan, must be performed in full compliance with all applicable international, local, state and federal regulations, including, but not limited to, the Oil Pollution Act of 1990 (“OPA 90”). Furthermore, the Applicant should be prepared to provide, upon Vulcan’s request, with a copy of a valid Certificate of Financial Responsibility, USCG and state Vessel Response Plan documentation, proof of EPA Vessel General Permit compliance and any other international, federal, state and local required documentation.

Furthermore, the Vessel shall not “blow out tubes” or discharge any smoke, soot, liquid or solid waste, pollutant, or contaminant in the vicinity of the Vulcan Layberth. The Layberth Parties shall be liable for any pollution or response cost, cleanup or remediation cost or any other costs or expenses so occasioned.

The Vessel shall inspect and supervise, continuously, all bunkering operations, shall be in charge thereof, and shall have sole responsibility, along with the other Layberth Parties, for any damage to property or persons resulting therefrom.

In the event that there is an incident or accident of any kind at the Vulcan berth arising out of bunkering operations at the Vulcan Layberth, the Layberth Parties shall be legally and financially responsible for all resulting claims, damage, costs, expenses, fines, penalties, etc., arising out of the incident / accident.

The Layberth Parties shall be jointly and severally responsible for any and all costs arising out of bunkering operations at the Vulcan Layberth.

4. The Taking of Water, Stores, the Disposal of Garbage or Waste, and Ballasting Operations and Hot Work at the Vulcan Layberth

The taking or receiving of water, stores, and/or the disposal of garbage, waste, and/or ballasting operations will be permitted at the Vulcan Layberth with Vulcan’s prior approval, and written authorization from Vulcan must be obtained prior to conducting such operations while at the Vulcan Layberth.

In the event there is any discharge of any kind from the Vessel and/or any other incident or accident of any kind at the Vulcan Layberth, including personal injury, death, illness, and/or property damage, arising out of the taking or receiving of water, stores, and/or the disposal of garbage or waste, and/or ballasting operations, the Layberth Parties shall be legally and financially responsible for cleaning up the discharge, personal injury, death, illness, and/or property damage, and for all resulting claims, damage, costs, expenses, fines, penalties, etc., arising out of the incident.

The Vessel shall inspect and supervise, continuously, the taking of water or stores, the disposal of garbage or waste, and ballasting operations at the Vulcan Layberth, shall be in charge thereof, and shall have sole responsibility, along with the Applicant, and all Parties, for any damage to property or persons resulting therefrom.



In the event that there is an incident or accident of any kind at the Vulcan berth arising out of the taking of water and/or stores, the disposal of garbage and/or waste, and ballasting operations at the Vulcan Layberth, the Layberth Parties shall be legally and financially responsible for all resulting claims, damage, costs, expenses, fines, penalties, etc., arising out of such incident or accident. To the extent stores are delivered at the terminal, the Layberth Parties must coordinate such deliveries with Host to ensure there are no disruptions to the terminal's operations, which shall take precedence over any other need to access the terminal.

Any taking or receiving of water and/or stores, and/or the disposal of garbage and/or waste, and/or ballasting operations, including the transiting of the Vulcan Layberth to accomplish any of the operations set forth in this particular provision, if permitted by Vulcan, must be performed in accordance with all applicable international, local, state, and federal regulations. Furthermore, the following provisions must be complied with:

- a.** If the Vessel desires to discharge oily waste, it shall arrange for the discharge with a company approved by the Captain of the Port, United States Coast Guard.
- b.** If the Vessel desires to dispose of ship-generated garbage, it shall arrange in advance with a company approved by the Captain of the Port, United States Coast Guard.
- c.** Reception facilities for food, plant, meat and other potentially infectious waste shall be arranged with a company approved by the Animal and Plant Health Inspection Service ("APHIS") meeting all local, state, federal and international requirements.

In order to conduct "hot work", which shall be reasonably limited to the Vessel's immediate needs, the Vessel shall first notify Vulcan of its intent to do so in the Application (or, if the need arises after the Application has been submitted, by notifying Host). Upon the approval of the request, the Vessel shall provide Vulcan with a copy of any applicable permits from the Port Authority and/or USCG, or other governing agency. All "hot work", such as welding of any type, conducted at the Layberth shall only take place as described in the applicable permits, and in any event shall only occur if the Vessel has been certified "gas free" by a chemist or other professional qualified in the Port to do so or, if the applicable permits provide, the area where the "hot work" is to occur has been certified "gas free". Other hazardous activities, such as cleaning tanks, entering tanks, or similar activities shall only take place at the Layberth if approved by Vulcan. Violation of this provision shall be grounds for the immediate termination of this agreement, including promptly vacating the Layberth, but the fees payable under this agreement shall be considered earned and due and payable, if not paid in advance.

5. Crew Change at the Vulcan Layberth

Crew changes at the Vulcan berth will only be permitted with Vulcan's prior approval. Should the Applicant request that a crew change(s) take place at the Vulcan berth, the request must be made in writing at the time the Application is submitted, and written authorization from Vulcan



must be obtained prior to conducting such crew changes while at the Vulcan Layberth. In the event of an emergency / unexpected crew change beyond the Applicant's control that arises after the Application is submitted, the Applicant can seek authorization by contacting Host.

Assuming that Vulcan has authorized the crew change, the crew will not be allowed to walk freely at the Vulcan dock. Crew must be escorted by a transportation service which meets the applicable TWIC requirements as prescribed by the USGC, and in full compliance with all U.S. Customs and Border Protection requirements. Departing crew will be met on the Vessel by the transportation service and escorted directly to the transport vehicle. Boarding crew will exit the transport vehicle and be escorted by the transportation service directly to the Vessel. At no time will crew be allowed to deviate from a direct path to and from the Vessel (Vessel to transport vehicle or vice versa).

The Vessel shall supervise, continuously, all crew changes, shall be in charge thereof, and shall have responsibility, along with the other Layberth Parties, for any damage to property or persons resulting therefrom.

In the event that there is an incident or accident of any kind at the Vulcan berth arising out of a crew change, the Layberth Parties shall be legally and financially responsible, and shall indemnify Vulcan, for all resulting claims, damage, costs, expenses, fines, penalties, etc., arising out of the incident / accident.

Any crew change, if permitted by Vulcan, must be performed in accordance with all applicable international, local, state, and federal regulations, including, but not limited to any U.S. Customs and Border Protection regulations.

6. Hold Harmless and Indemnity

Vulcan expressly conditions its contract for the Vessel's berthage and other support services upon the basis of insured liabilities and terms as set forth below. All terms stated in this offer are final and deemed material to the formation of a berthage and service contract, and cannot be varied, altered or changed by implication or by any means other than by an express, written agreement signed by Vulcan. The following provisions apply to, and are made a part of the STC:

a. The Layberth Parties are responsible and obligated to maintain the cleanliness of the berth during its stay at the berth.

b. Vulcan is not liable for any death, personal injury or illness of any kind to any person or party whatsoever, including, but not limited to the following: the Vessel's crew, the Applicant's agents and employees, invitees, vendors, suppliers, repairmen, contract laborers, contractors, subcontractors, or other personnel, or any of their employees.



c. Vulcan is also not responsible for the damage to any property belonging to any party whatsoever, including, but not limited to any damage caused by cargo operations at the Vulcan Layberth, bunkering at the Vulcan Layberth, the taking of water and/or stores, the disposal of garbage and/or waste, and ballasting operations at the Vulcan Layberth, crew change at the Vulcan Layberth, or a pollution incident. In no event shall Vulcan be liable to any person or entity for any consequential damage whatsoever, including, but not limited to, delay, detention, demurrage, towage or pilotage. Vulcan is not liable for any damage and/or loss sustained by anyone, including, but not limited to, the Vessel's Owners, Operators, Managers, Charterers, Underwriters, and/or Agents, or by any other parties in interest, and to the Vessel or any other property, whether directly or indirectly, in contract, tort or otherwise.

d. The Applicant, and the Vessel's Owners, Operators, Managers, Charterers shall indemnify, defend and hold harmless Vulcan, its parent, subsidiaries, divisions, affiliates, joint ventures, and/or insurers, including their respective officers, directors, employees, shareholders, agents, insurers, successors and assigns, and all persons, firms, or other entities which may manage, own, control or operate the Vulcan Layberth, from any and all liability, loss, claims or damages of any nature or kind whatsoever, including death, personal injury or illness to any person or party whatsoever, penalties, fines, costs, expenses, attorney's fees and court costs, directly or indirectly arising out of, or in any way connected with the Vessel's use of, and/or call at Vulcan's Layberth, whether through negligence, strict or absolute liability, or otherwise wrongful acts or omissions, including a transportation security incident, terrorist act, or breach of security, directly or indirectly arising out of, related to and/or resulting from the negligent or intentional tort or criminal act of Vessel personnel, crewmembers, stowaways, or passengers, or acts of concurrent fault or negligence by Vulcan, and including any violation of air or water quality statutes or regulations. Nothing herein shall be deemed to constitute a waiver of Vulcan's maritime lien against the Vessel berthed at its facility.

7. Non-Liability of Vulcan

Vulcan shall not be responsible or liable in any way for any loss or damage whatsoever or howsoever caused to any cargo, or to any individuals on or near the Vulcan berth, or on or near any Vessels berthed at the Vulcan Layberth, or to any vessel or vessels moored at, or in the process of being moored at, or adjacent to the Vulcan Layberth, or to any vessels, or conveyances, or equipment performing any service for any Vessel moored at the Vulcan Layberth.

8. Damage to Vulcan Construction Materials' Property

The Layberth Parties shall pay, on demand of Vulcan, for any and all damage done to Vulcan's Layberth, property or facilities by any of the Layberth Parties' agents, invitees, contractors, subcontractors, or any other party howsoever connected or related to a Layberth Party.

9. The Layberth Parties' Insurance



The Layberth Parties, and any and all other parties whatsoever, including, but not limited to security guards, invitees, other contractors and/or subcontractors of any Layberth Party shall be required to procure and maintain prior to the Vessel's arrival at the Vulcan Layberth, during the duration of the Vessel's stay at Vulcan's Layberth, and when departing the Vulcan Layberth, minimum insurance as set forth below. The Layberth Parties are to procure and maintain the insurance that is appropriate to the specific party:

- a.** Hull and machinery insurance equivalent in an amount not less than the value of the Vessel;
- b.** P&I insurance pursuant to the SP-23 form or the equivalent in an amount not less than \$25 million per accident or occurrence, with the "as owner" clause deleted; and including coverage for crew; and coverage for pollution contamination and clean up;
- c.** If applicable, maritime employers' liability and workers compensation insurance, including Jones Act and LHWCA coverage;
- d.** Stevedore's legal liability insurance with \$1 million per occurrence single limit is required in the event that longshoremen visit the Vessel at the Vulcan berth;
- e.** Oil pollution insurance in an amount sufficient to comply with all international, local, state and federal laws and regulations;
- f.** Certificate of Financial Responsibility that is valid and current and has been accepted by USCG and Federal Laws.

In the event that a U.S. government entity mandates that armed security guards be assigned to a Vessel prior to berthing, or while the Vessel is berthed at Vulcan's Layberth, Vulcan requires that the Vessel's agent provide Vulcan with a Certificate of Insurance evidencing CGL coverage with limits of no less than one million dollars (\$1,000,000.00) per occurrence for the security firm it has contracted with to provide security services onboard the Vessel.

Vulcan shall be named as an additional insured with a waiver of subrogation in each of the policies listed above. Copies of certificates of insurance evidencing the above coverages shall be furnished to Vulcan prior to the commencement of berthing activities at Vulcan's Layberth and will be maintained on file by Vulcan's agent. All such policies shall be with first class underwriters subject to Vulcan's approval, and shall provide that notice of cancellation shall be provided to Vulcan at least 30 days prior to the effective date of cancellation, except that ten (10) days notice shall be sufficient in the event cancellation is for non-payment of premium. Failure to meet the requirements of this paragraph can result in Vulcan refusing to allow the Vessel to berth at Vulcan's Layberth, and if the Vessel is already at Vulcan's Layberth, Vulcan is allowed to order the Vessel to immediately depart the Layberth.

10. Payment of Fees



The Applicant guarantees the payment of all charges and fees associated with the berthing of the above mentioned Vessel in accordance with the STC, Addendum No. 1 (Rate Sheet) to the STC, and the Application.

Vulcan requires the payment of charges in advance, or alternatively, Vulcan requires the posting of a bond approved by Vulcan to secure the payment of charges. There shall be deposited with Vulcan or its agent, contemporaneous with the filing of the Application, a sum determined by Vulcan or its agents to approximate the estimated charges in accordance with the terms and conditions of the STC, Addendum No. 1 (“Rate Sheet”), and the Application. If such prior deposit is not made, Vulcan reserves the right to refuse the berthing of the Vessel.

In the event that an Application is received in less than the required 24 hour period because the Applicant did not know that a layberth would be needed outside of the 24 hour period, or the layberth became available on short notice (i.e., with less than 24 hours notice), Vulcan reserves the right to consider, and if the Application’s terms and conditions are met, approve such Application. While Vulcan requires the payment of these charges in advance, or alternatively, Vulcan requires the posting of a bond approved by Vulcan to secure the payment of charges, Vulcan further reserves the right in its sole discretion to waive the advance payment requirement, and instead, require the payment of all invoices arising out of the Vessel’s calling at the Vulcan Layberth within 15 days of presenting the invoices to the Applicant, or the Vessel.

11. Dockage

Dockage rates and associated costs are set forth in Addendum No. 1 (Rate Sheet) to the STC.

12. Security Guard, Linesmen, Tug, Port Fees and Related Charges

The Applicant must arrange and pay for security guards, who shall have valid and current TWICs and are certified or credentialed by the Port, while the Vessel is berthed at Vulcan’s Layberth. The Applicant is to confirm to Host that such security guards have been arranged prior to the Vessel’s arrival at the berth.

Applicant is responsible for all linesmen, mooring and associated costs at the Vulcan Layberth.

Furthermore, the Applicant is responsible for all berthing tug(s), shifting tug(s), and departing tug(s) costs at the Vulcan Layberth.

Port fees, charges and expenses shall be at the sole expense and responsibility of the Layberth Parties.

13. Failure to Vacate Layberth



Vulcan's ships, vessels, barges, and/or watercraft of any kind will **ALWAYS** be senior to and take precedence over vessels seeking to dock at Vulcan's Layberth.

The assignment of a berth is predicated upon Vulcan approving the Application, and not having a Vulcan ship at its Layberth, or a Vulcan vessel waiting to berth, as this berth is a working terminal. If Vulcan orders the applicant to vacate Vulcan's Layberth for any reason whatsoever, the applicant will have six (6) hours to vacate. If the applicant does not depart the Layberth in the six (6) hour period, Vulcan shall be entitled to charge and recover as liquidated damages the sum of US\$5,000.00 (five thousand U.S. dollars) per hour for each hour or fraction thereof. The six (6) hour period shall commence after receipt of the notice to vacate, and run until the vessel leaves the Layberth, regardless of intervening circumstances of any nature.

At any time a US\$5,000.00 per hour dockage charge is assessed for the reasons set forth above, that charge shall be assessed continuously until the vessel vacates the berth, regardless of intervening circumstances. Said dockage charges are the Parties' reasonable estimate of the costs to Vulcan of the Layberth being unavailable and is not in any way to be construed as a penalty.

14. Remedies for Enforcement of Application

A maritime lien attaches on any Vessel for all charges which may accrue hereunder, whether or not such charges are billed to the Vessel's Owner, Charterer, Operator, Manager, or agent. In the event the charges hereunder are not paid within 15 days after presentation of the invoices, and Vulcan places its claim in the hands of an attorney for collection, the Owner, Charterer, Operator, Manager of the Vessel to which the services of the Vessel have been rendered, and / or the Vessel's agents shall pay all expenses of collection, including reasonable attorney's fees, costs, and interest. Furthermore, acceptance of this offer shall constitute a waiver of immunity and prejudgment arrest and/or attachment under the Foreign Sovereign Immunity Act, 28 U.S.C. Section 1602 et seq.

15. Failure to Complete Application Form

Please be advised that failure to complete the Application form may result in Vulcan rejecting the Application.

16. Port Safety Guidelines

The Applicant is advised that safety guidelines are set by the Pilots Association regarding vessel length, draft, beam, air draft, and other factors that may affect the transit of the Vessel on the Ship Channel. The Applicant should therefore consult with the Pilots Association to determine if any restrictions apply.

Vulcan does not guarantee the safety of the Port, nor of its Layberth. All depth and other figures provided by Vulcan are given without guarantee of any kind and any implied safe berth or safe port warranty is expressly disclaimed. By submitting the Application, the Applicant represents



and warrants that the Layberth is suitable for the Applicant's purpose and that the Applicant has not relied on any representation or warranty of Vulcan.

Vulcan Construction Materials LLC follows all Facility Security rules USCG 33 CFR Part 105.

17. Governing Law

Vulcan's STC and the Application shall be construed in accordance with the General Maritime Law of the United States, supplemented by the laws of the State of Texas, without regard to its conflicts of laws provisions.

18. Arbitration

Any controversy or claim arising out of or relating to Vulcan's STC and/or the Application, or the breach thereof (a "**Dispute**") shall be settled by arbitration in the City of Houston, Texas, pursuant to the Federal Arbitration Act, and the Rules of the Houston Maritime Arbitrators Association, before a panel of three persons, consisting of one Arbitrator to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of the three on any point or points shall be final. Until such time as the Arbitrators formally close the hearings, either party shall have the right by written notice served on the Arbitrators and on the other party to specify further disputes or differences under this contract for hearing and determination. The Arbitrators may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this Clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any Award made hereunder in any Court having jurisdiction in the premises.

19. Standard Terms and Condition's and the Application's Provisions

Any invalid provision or provisions in the STC and the Application shall not affect, impair, or invalidate the remaining provisions in STC and the Application.



ADDENDUM NO. 1 (RATE SHEET) to the STC

By signing the APPLICATION FOR LAYBERTH, the Applicant agrees that it has read and understood, has accepted, and shall comply with, and be responsible for all of the terms and conditions of the STC, including this Rate Sheet attached to the STC as Addendum No. 1 which reference the current tariffs in effect for the following Ports.

Dockage Rates are as follows:

- a) Port Houston
 Current Tariff at time of Layberth Application
 Subrule No 110 – Dockage Rates on Vessels,
 Subrule 111 – Charge for Water,
 Section 4 - Wharfage - Subrule 144 - 205

<https://porthouston.com/toolbox/rates/tariffs/>

- b) Port Corpus Christi
 Current Tariff at time of Layberth Application
 Item 3.300 Dry Bulk Materials Fees

<https://portofcc.com/business/tariffs/>

- c) Port Freeport
 Current Tariff at time of Layberth Application
 Section 5, Item 415 - Dockage on All Vessels
 Section 12, Item 575 – Bulk Commodities

<https://www.portfreeport.com/business-and-industry/ftz-and-tariffs>

The applicable daily dockage rate will be assessed based on the LOA of the Vessel for each berthing of the Vessel multiplied by the rate per foot per day, which will then be multiplied by the number of days the Vessel is berthed at Vulcan’s Layberth.

$$\text{Vessel LOA (in feet)} \times \text{Rate (per foot)} = \text{Dockage rate per day}$$

Volume discounts will apply only for dockage as below:

Volume Discount on Dockage	
Usage	Discount
1-10 days	0%
11-15 days	35%
15+ days	40%



A Vessel will be considered in berth beginning when the first line is on the dock and counting until the last line is off the dock. A partial day, i.e., less than 24 hours, will be counted as one full day. The LOA of a Vessel used for the calculation of the dockage charges will be based on the Vessel's information / particulars found in Lloyd's Register. The minimum dockage charge for a berthing is one day (24 hours), or \$1,000.00, whichever is greater.

Wharfage will be assessed as per the above tariffs.