



CF Industries Donaldsonville Nitrogen Complex  
Highway 3089  
Donaldsonville, Louisiana 70346

**DOCK TARIFF**  
(INCLUDING CF DOCK INFORMATION AND RULES)  
**(EFFECTIVE February 1, 2025)**

**THIS CF INDUSTRIES DONALDSONVILLE NITROGEN COMPLEX DOCK TARIFF, INCLUDING ALL TERMS AND CONDITIONS HEREIN (INCLUDING THE ATTACHMENTS HERETO, AND ALL COLLECTIVELY REFERRED TO HEREAFTER AT TIMES AS THE “Dock Tariff”), SHALL CONSTITUTE DUE NOTICE TO AND SHALL APPLY IN FULL AND BE LEGALLY BINDING ON A JOINT AND SEVERAL BASIS AGAINST EACH VESSEL AND EACH INDIVIDUAL VESSEL PARTY (EACH AS DEFINED BELOW) WHENEVER REQUESTING AND/OR RECEIVING THE USE OF ANY SERVICES, SUPPLIES, FACILITIES, DOCKAGE, WHARFAGE AND/OR BERTHS FROM CF OR THE TERMINAL (EACH AS DEFINED BELOW). THIS SHALL BE THE CASE EVEN IF CF OR THE TERMINAL IS NOT ABLE TO SHOW THAT A VESSEL PARTY HAD, IN FACT, RECEIVED SPECIFIC NOTICE OF AND/OR A COPY OF THIS DOCK TARIFF PRIOR TO REQUESTING AND/OR RECEIVING THE USE OF ANY SERVICES, SUPPLIES, FACILITIES, DOCKAGE, WHARFAGE AND/OR BERTHS FROM THE TERMINAL.**

**I.**  
**DEFINITIONS**

For purposes of this Dock Tariff, the following definitions shall apply:

- A. “CF” refers to CF Industries Nitrogen, LLC, but it shall also include CF Industries Sales, LLC with respect to any job, activity or matter directly or indirectly involving cargoes (whether loaded or discharged, or to be loaded or discharged) in which CF Industries Sales, LLC has an ownership, broker, exchange, trade, shipper, receiver, consignee, Vessel charterer or other pecuniary or commercial interest, as well as the respective parents, subsidiaries, related and affiliated companies and divisions of CF Industries Nitrogen, LLC and of CF Industries Sales, LLC.
- B. “Terminal” shall mean the CF Industries Nitrogen, LLC terminal located at Donaldsonville, Louisiana, including without limitation all Terminal docks and other facilities.
- C. “Vessel” or “Vessels” shall mean and include without limitation any river barge, oceangoing barge, oceangoing vessel, inland tug, inland towboat, oceangoing tug, lighter or appurtenance vessel to any vessel (including without limitation john boats and/or life boats/rafts) which calls at and/or utilizes the Terminal and/or the Terminal’s dock(s) and other facilities) and the services thereof, and shall include, unless otherwise specified, her owners, operators, managers, charterers (of any level), ship’s agents, nominating parties, masters, officers and crews (but notwithstanding

anything to the contrary in this Dock Tariff, “Vessel” or “Vessels” shall specifically exclude any member of the Indemnified CF Parties as such is defined in Sub-section VIII(A)(1)(b) hereof).

- D. “Vessel Party” or “Vessel Parties” shall mean and include without limitation any Vessels’ owners, operators, managers, charterers (of any level), ship’s agents and nominating parties, as well as the respective officers, directors, members, managers, employees, representatives and agents of all of the foregoing, and shall include, unless otherwise specified, the Vessels as to which the Vessel Parties are affiliated and/or represent in their respective capacities and such Vessels’ masters, officers and crews (but notwithstanding anything to the contrary in this Dock Tariff “Vessel Party” or “Vessel Parties” shall specifically exclude any member of the Indemnified CF Parties as such is defined in Sub-section VIII(A)(1)(b) hereof).

## II.

### **DOCK INFORMATION AND RULES**

#### A. GENERAL INFORMATION

1. Execution of an Application for Berth (as defined in Sub-section II(D)(3) hereof) in the form attached hereto as Appendix “B”, demonstrates, among other things, the Vessel’s acknowledgement of the general terms and conditions, rules, regulations, facilities and availability of services at the Terminal and the Vessel’s and Vessel Parties’ responsibilities and obligations under this Dock Tariff, as well as the Vessel’s, Vessel Parties’, CF’s and the Terminals’ agreement to be bound thereby.
2. The information contained in this Dock Tariff is intended, among other things, to inform Vessel Parties of the general conditions, rules, regulations, facilities and availability of services at the Terminal.
3. Nothing in this document should be interpreted as replacing or superseding any laws or regulations which apply, or which are contained in any governing regulatory publication.
4. Under all circumstances, Vessel masters, towboat captains, barge captains, tankermen and designated Persons-in-Charge (“PIC”) shall remain solely responsible for:
  - The safe and seaworthy operation of their Vessels;
  - Compliance with all applicable international, federal, state and local laws, rules and regulations;
  - Adherence as applicable to the latest Oil Companies International Marine Forum (“OCIMF”) guidelines and/or adherence to the International Maritime Solid Bulk Cargoes Code, as amended; and
  - Adherence to this Dock Tariff.
5. Vessels may be boarded and inspected by CF personnel at any time while at the Terminal to ensure compliance with these requirements and the Dock Tariff. Notwithstanding any such inspection or the findings or results thereof, CF does not in any way accept

responsibility for the condition of the Vessel or the conduct of any operations of, or on board, the Vessel.

B. LOCATION

The CF Donaldsonville Nitrogen Complex and the Terminal are private facilities with docks located at approximately Mile 173.7 on the right descending (west) bank of the Lower Mississippi River.

C. HOURS OF OPERATION

The Terminal is open for operations seven (7) days a week, three hundred sixty-five (365) days per calendar year.

D. DOCKS

1. DOCK USES

The Terminal docks are designed for use in loading or discharging Vessels (ships and barges) with products, both liquid and solid dry bulk, produced at CF's Donaldsonville Nitrogen Complex or to be received by CF.

2. DETAILED DOCK INFORMATION

For detailed dock information and descriptions, see Appendix "C," attached hereto: Dock Specifications.

3. BERTH APPLICATION

All Vessels intending to dock at the Terminal shall file a written berth application ("Berth Application" or "Application for Berth") with CF or its authorized agent. A copy of the Berth Application is attached hereto as Appendix "B." A Berth Application must be fully completed and provided to CF before a Vessel arrives at or docks at a Terminal berth.

4. DOCK AND OTHER CHARGES

Dock charges, commencing upon the arrival of the Vessel at a Terminal berth (deemed for purposes herein to be the first mooring line or wire attached ashore) and ending on departure from the berth (deemed for purposes herein to be the last mooring line or wire cast off), shall be assessed on all Vessels mooring at the Terminal in accordance with Appendix "A", attached hereto: Dock Tariff Rate Sheet - Vessel Charges. Dock charges are the responsibility of Vessel Party and shall be assessed continuously and without interruption for each consecutive twenty-four (24) hour period (or hourly fraction thereof, rounded to the next full hour) that the Vessel remains at the Terminal berth, subject at all times to a minimum dockage charge of twenty-four (24) hours. Invoices are due and payable on presentation. Notwithstanding the foregoing, CF in its sole discretion may require charges to be paid in advance. In addition, all duties and other charges of the Vessel, including without limitation those incurred for tugs, pilots and other port costs and/or taxes on freight, shall be the responsibility of Vessel Party.

5. NOTICES TO CF

After filing a Berth Application, Vessel Party must notify CF immediately if any event renders the Vessel not ready for loading or discharge in all respects, or if the Vessel is unable to proceed to berth when notified, including without limitation any such inability caused by bunkering, repairs, non-compliance with U.S. Coast Guard regulation or any other reasons rendering the Vessel unprepared or unable to proceed to berth or other designated location for loading or discharge.

6. SECURITY (ISPS-MPSA)

- a) Upon arrival and after the Vessel is securely moored at the Terminal, the Vessel's Designated Security Officer shall contact the Terminal's Designated Facility Security Officer in order to execute the required Declaration of Security ("DOS") on behalf of the Vessel and the Terminal. The DOS sets out the security arrangements and procedures between the Vessel and the Terminal. The Terminal and the Vessel shall each keep a copy of the executed DOS.
- b) The Vessel's agent is responsible for supplying CF with a gate list for all personnel who will attend on board the Vessel while at a Terminal dock. The list must include third-party contractors, the Vessel's owner or charterer representatives, as well as a complete Vessel crew list, specifically the U.S Customs and Border Protection Form I-418 Passenger List – Crew List, or successor form thereto, when applicable. No person, except the foreign flag Vessel crewmembers who are on the gate list and persons in possession of a valid Transportation Worker Identification Credential ("TWIC"), will be permitted entry to or on the Terminal dock for purposes of boarding the Vessel.
- c) Twenty-four (24) hours prior to arrival, all Vessels (ocean and inland waterway) are required to submit a copy of their crew list to the Terminal. A copy of this crew list is to be kept by Terminal security to verify each crewmembers' identity. All personnel are required to show a photo ID prior to entry. Crewmembers who do not have a photo ID may deliver a photocopy of their passport to the guard gate prior to exiting the Terminal. This same information will be used to verify their identity upon return to the Vessel.
- d) Vessel crew changes and/or shore leave by the Vessel's crew must be coordinated between CF and the Vessel's agent. In case of foreign flag Vessel crew, access to and from a dock may be granted provided the crewmember is in possession of a valid I-95 shore pass or in the case of arriving crewmembers a valid passport.

7. VEHICLES

No vehicles belonging to the Vessel Parties or others providing goods or services to, for, or on behalf of the Vessel Parties, are permitted on any Terminal dock.

8. ALCOHOL/FIREARMS

No alcohol and firearms, except for those in the possession of authorized law enforcement personnel and authorized security personnel, are permitted on CF property.

9. UNDERAGE PERSONS

Absent the express, written permission of CF or CF's authorized representative, no person under the age of eighteen (18) years old is permitted to board or disembark Vessels while berthed at any Terminal dock.

10. RESPONSIBILITY OF THE VESSEL

- a) The Vessel shall meet the minimum standards of CF's Terminal for safe marine operations, including safe ingress and egress to and from the dock, and with respect to all Vessel operations while alongside Terminal docks.
- b) The Vessel shall comply with all applicable federal, state, local and port/harbor authority laws, rules and regulations in effect.
- c) The Vessel's master shall be responsible for the docking and undocking of the Vessel. Tugboats shall be used for all docking and undocking activity with the cost associated for this service, and any other costs associated with docking and undocking, for the Vessel's account. The Vessel shall have sufficient equipment, personnel and service providers to conduct business operations on a twenty-four (24) hour per day basis.

**III.**

**VESSEL REQUIREMENTS AND PROHIBITIONS – ALL VESSELS**

A. DOCK ROTATION

Vessels will normally be docked in the order in which they present themselves as ready to proceed to the berth from Burnside Anchorage. Notwithstanding the foregoing, at the sole discretion of CF, Vessels may be docked in any other order.

B. USE OF TUGS FOR DOCKING/UNDOCKING DOCK SAFETY

1. When docking or undocking, the Vessel must be assisted by a minimum of two (2) tugboats. If at least one (1) of the tugs is not a tractor tug, then both tugs must be 4,000 horsepower (or greater) twin screw tugs.
2. CF, at its sole discretion, reserves the right to require the Vessel to provide one (1) or more tugboats to assist the Vessel at a dock or to hold the Vessel against a dock. The expense for this tugboat assistance will be solely for the account of the Vessel. CF reserves the right to require Vessels to take other safety measures as are deemed

necessary by CF, in its sole discretion. Any Vessel that fails or refuses to take any such safety measures ordered by CF or CF's authorized representative may be ordered to immediately vacate the berth and will not be permitted to return to the berth until such time as CF is satisfied that safe dock and cargo operations may be continued. Any time lost while the Vessel is not loading or discharging as a result of such failure or refusal will not count as laytime, or if laytime has expired shall not accumulate as compensable demurrage.

C. BALLAST

If a Vessel loading at a Terminal dock finds it necessary to discharge or shift ballast, such action must be planned sufficiently in advance so that loading, completion and/or departure will not be delayed. Any delays resulting from failure to pre-plan as described above, or failure to pre-advise CF accordingly, will be charged against the Vessel at the rate of \$7,500.00 per hour, or fraction thereof, as liquidated damages and not as a penalty, for such time that loading, completion or departure is delayed. (For certainty, such liquidated damages shall be assessed in addition to the dock charges specified in Sub-section II(D)(4) and Appendix "A" hereof.) In addition, time lost due to any ballast discharge shall not count as laytime, or if laytime has expired shall not accumulate as compensable demurrage. Any ballast discharge must be in compliance with all applicable federal, state and local ballast regulations.

D. VESSEL STORES

No explosive, flammable, oxidizing or other materials deemed to be hazardous by CF, including without limitation solvents, gas cylinders or tanks, bunker fuel, lube oil or other petroleum products, may be delivered to or unloaded from a Vessel while docked at a Terminal dock. Additionally, deliveries of authorized stores and provisions may not be made across a Terminal dock. However, deliveries of authorized stores and provisions to the Vessel may be made by launch.

E. VESSEL BUNKERING/WATER BARGES

Vessel bunkering is not permitted at a Terminal dock. Water barges are not permitted alongside Vessels moored at a Terminal dock.

F. REPAIRS AND HOT WORK

While a Vessel is moored at a Terminal dock, there shall be no work or repairs of any nature on the Vessel without prior authorization received from CF or CF's authorized representative. With respect specifically to any work or repairs to a Vessel or other equipment that may involve welding, burning, or "hot work," such work or repairs shall not be performed at a Terminal dock without the express, prior written approval of CF or CF's authorized representative.

G. FIRE SIGNAL

In the event of fire occurring on board any Vessel while in a Terminal berth, such Vessel shall sound five (5) prolonged blasts of the whistle or siren as an alarm, indicating fire on board or at the dock to which the Vessel is moored. Such signal shall be repeated at intervals to attract

attention and is not a substitution for, but may be used in addition to, other means of reporting a fire.

H. COMMUNICATION LANGUAGE

For the safe and efficient business operations of the Terminal and loading or discharge of the Vessel, (i) all communications between the Terminal and the Vessel will be conducted in English, (ii) all of the PIC's on the dock and on the Vessel must be able to communicate in English at all times and (iii) all cargo transfer operations will be stopped if clear communication in English cannot be maintained.

I. COMMUNICATIONS

1. TELEPHONE COMMUNICATIONS

Communications with the Terminal should be by the below listed telephone number:

Dock Shift Supervisor	225-473-8291
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2. RADIO COMMUNICATIONS

For cargo transfer operations, although the Vessel will be provided a portable radio for communication with the Terminal as a primary means of communication, all Vessels are expected to also monitor VHF channel 16 as a secondary means of communication. The Vessel must provide a radio to the tankerman for constant communication between the tug and the barge.

J. LINE HANDLING

Mooring lines will be handled only by line handling companies authorized by CF to perform line handling services at the Terminal docks. For information concerning approved line handlers for the Terminal docks, Vessel representatives may contact the Terminal's Product Handling Department.

K. AIR POLLUTION

All Vessels shall comply with all applicable international (MARPOL), federal and state air pollution laws, rules and regulations which require that Vessel operations, including without limitation Vessel smokestack emissions and/or cargo vapor emissions, do not violate applicable air emission limitations.

L. VACATE THE BERTH/REFUSAL TO LOAD OR UNLOAD

1. CF or its authorized representative may, in its sole discretion, require a Vessel to vacate a Terminal berth by issuing or delivering notice to vacate to the Vessel's master or agent. Additionally, whenever a Vessel is unable or refuses to load or unload, or to shift within or between anchorage sites, midstream transfer facilities, berths or docks, CF may similarly order the Vessel to vacate the berth. If in either such instance the Vessel fails or declines to vacate the berth within one (1) hour after the arrival of tugs, linesmen and

pilot or within four (4) hours after receipt of verbal notice to vacate by CF or CF's authorized representative, then CF shall be entitled to charge and recover from the Vessel, as liquidated damages and not as a penalty, the sum of \$7,500.00 per hour (with partial hours prorated) for each hour or fraction thereof that the Vessel remains in the berth past the deadline by which it was ordered to leave, beginning one (1) hour after delivery of the notice to vacate and continuing as long as the Vessel remains in or at the berth, regardless of any intervening circumstances of any nature. (For certainty, such liquidated damages shall be assessed in addition to the dock charges specified in Sub-section II(D)(4) and Appendix "A" hereof.) The charges set forth in this Sub-section shall not constitute a waiver by CF of any additional damages, costs and expenses it may sustain as a result of a Vessel's failure or refusal to vacate the berth. If the Vessel does not vacate the berth when so ordered, the Vessel will be subject to, in addition to the liquidated damages specified above, all additional damages, costs and expenses that CF incurs, including without limitation, attorney fees, litigation expenses and all other costs and expenses of any kind whatsoever in connection with moving or procuring the movement of the Vessel to another berth, which additional damages, costs and expenses (and liquidated damages) shall be for the account of and the full risk of the Vessel Parties. Any time lost while the Vessel is not loading or discharging as a result of such failure, inability or refusal to move the Vessel will not count as laytime, or if laytime has expired shall not accumulate as compensable demurrage.

2. Subject to NOBRA pilot availability, the Vessel shall vacate the Terminal berth within one (1) hour of completion of loading or unloading and the completion of any final draft survey promptly performed. Should any Vessel fail to vacate the berth within this allowed time, the Vessel will be subject to liquidated damages in the same hourly amount as set forth in Sub-section L(1) immediately above. This charge shall not constitute a waiver by CF of any additional damages, costs and expenses it may sustain as a result of a Vessel's failure or refusal to vacate the berth within the time allowed.

M. VESSEL LOADING/UNLOADING

The Vessel's master shall insure that the Vessel is loaded or unloaded in such a manner as to remain in a safe and seaworthy trim throughout the loading operation, so as to permit prompt shifting out of the Terminal berth should it become necessary.

N. LOADING/ DISCHARGING AT ANCHOR

When, at the discretion of CF, a Vessel is directed to load/discharge cargo at Burnside or other anchorage or midstream location, all harbor fees, including without limitation any supplemental harbor fees levied by the port authority, are for the sole account of Vessel Party.

O. SAFE LOCATIONS

1. The following obligations and limitations shall apply as set forth below:
  - a) The Terminal shall exercise due diligence in directing the Vessel to any berth or dock which is safe and where the Vessel can lie always safely afloat. Notwithstanding anything to the contrary herein or elsewhere, and regardless of any other provision in any dock rules and/or this Dock Tariff, the Terminal does



not warrant the safety of any publicly maintained channels, routes or fairways or publicly maintained navigation areas within or outside the port which the Vessel may use while in transit to or from the Terminal. In any event, the Terminal shall not be liable or responsible for any damage, injury or delay to the Vessel unless caused by the Terminal's failure to exercise due diligence.

- b) The Vessel's master shall be solely responsible for determining whether the depth of water (at any tide or river stage) is sufficient for the Vessel safely to proceed to berth and to dock. CF shall not be deemed to warrant the safety of any public channels, fairways, approaches thereto, anchorages or other publicly maintained areas either inside or outside the port area where any Vessel may operate. Furthermore, CF shall not be deemed to warrant the safety of any of the berths, docks, anchorages or midstream facilities at or in the vicinity of the Terminal and/or otherwise utilized by Vessels directly or indirectly in association with CF and/or the Terminal.
- c) The Vessel's master and owner/manager shall be responsible to secure and have onboard the most recent and up to date charts and other required navigation documents and publications, either in printed or electronic format. In addition, the master shall obtain from local authorities the most up to date information concerning water depths for determining minimum under keel clearance in order to facilitate a safe passage for the Vessel's transit route to and from the Terminal, any anchorage and/or any other designated port, terminal or berth.
- d) Any Vessel moored at a Terminal dock must furnish safe ingress and egress to the dock. Such ingress and egress should be by Vessel's gangway, accommodation ladder or safe portable gangway. In the event the Vessel cannot comply with any of the foregoing for any reason, the Vessel shall, at its sole cost and expense, provide a launch to provide safe ingress and egress to the dock while the Vessel is moored.

- 2. Notwithstanding the Terminal's obligations set out in Sub-section O(1) above, the Vessel, regardless of flag or nationality, shall comply with the U.S. Coast Guard requirements in 33 CFR Part 164 – Navigation Safety Regulations, including without limitation the requirements of 33 CFR §164.13 – Navigation Underway: Tankers, and 33 CFR §164.33 – Charts and Publications.

P. NOTICE OF READINESS

Subject also to the applicability of and full compliance with the following provisions of this Sub-section III(P), a Notice of Readiness ("NOR") shall be written, signed and dated by the Vessel's master and issued by the Vessel's master or agent. A NOR shall not be issued and will not be considered valid if issued prior to the Vessel being in all respects ready to load. If the assigned Terminal Dock is available for berthing, the NOR shall be given after the Vessel has been made all fast to the Terminal dock in Donaldsonville, Louisiana. If the assigned Terminal dock is occupied and/or is otherwise unavailable for berthing, then the NOR shall only be issued once the Vessel has arrived at the closest available anchorage to the Terminal, which is the Burnside Anchorage located at Mile Marker 165.0 -- 167.0 AHP. (If space in the Burnside Anchorage is not

available, the NOR shall be tendered after the Vessel's arrival at the next closest of the customary anchorages which is available. For the customary anchorages and their locations, see Appendix "D," attached hereto: Customary Anchorages for the CF Industries Donaldsonville Terminal.)

For certainty, the NOR will be neither valid nor accepted if the Vessel cannot enter the Southwest Pass of the Mississippi River or if the Vessel is anchored at the Southwest Pass Anchorage or elsewhere outside of the Mississippi River.

The NOR will be signed and accepted on behalf of CF during the pre-transfer conference. The NOR acceptance time will be the time that the NOR is signed on behalf of CF.

Laytime shall begin to accrue six (6) hours after tendering a valid NOR at the closest available customary anchorage or "All Fast" at the Terminal dock, whichever occurs first. The time used in shifting from anchorage to berth shall count neither as laytime nor as time on demurrage.

Q. ANCHORAGE

In furtherance of the foregoing, a Vessel desiring a berth at a Terminal dock and not proceeding directly thereto must present itself as ready at Burnside Anchorage (Mile 165 – 167 AHP) if space is available there. If space is not available there, the Vessel shall move to a customary anchorage closest to Burnside Anchorage which is available. For the customary anchorages and their locations, see Appendix "D," attached hereto: Customary Anchorages for the CF Industries Donaldsonville Terminal.

R. SAFETY DATA SHEETS

Detailed information on each product loaded at the Terminal is contained in the product SDS sheets and will be provided during a pre-transfer conference. This information is also available online at <https://www.cfindustries.com/products/safety-data-sheets>.

S. STOP TRANSFER OPERATIONS CONDITIONS

Cargo transfer operations shall not be started, or if started shall be stopped, when any of the below listed conditions exist:

- EMERGENCIES – Including in the event of a fire, spill or breakaway.
- LOSS OF COMMUNICATION – Upon loss of communications, the Vessel shall make periodic radio checks with the Terminal dock operator.
- NO PIC – When there is no PIC on either the Vessel or the shore.
- VESSEL MOVEMENT – When the Vessel moves away from the dock fendering system or if mooring lines are not taut.
- HIGH-LEVEL ALARMS – When high-level alarms on either the Vessel or shore are activated.
- INCLEMENT WEATHER – When electrical storms or high-wind conditions are approaching the Terminal. In the event of sustained winds of 25 MPH or greater, or gusts over 35 MPH, all cargo transfer operations shall stop. Under severe conditions, tugboats may be required to keep the Vessel alongside the Terminal dock. In the case of barges, towboats

may be required to do the same. The Terminal dock operator may direct the Vessel to add additional mooring lines during periods of strong winds.

T. SUSPENSION OF TRANSFER OPERATIONS

In the event of material or continued disregard of the Terminal rules and regulations by any Vessel, all operations will be stopped upon notice from CF, and the Vessel will be ordered to vacate the dock for appropriate action to be taken by the Vessel.

U. SHIFTING COSTS

All shifting, docking or undocking costs and associated expenses that are required or occasioned while a Vessel is at a Terminal dock in order for it to receive or discharge cargo shall be at Vessel Party's expense.

V. MOORING LINES

Mooring lines must be in a reasonably fit condition and will be regularly tended to keep from going slack or from being over tensioned. Tension winches shall be set on manual brake. Once positioned at the dock, the Vessel may not be moved forward or backward as mooring lines are tended. If the Vessel is moved, the loading will be halted until the Vessel is shifted to its original position.

W. EMERGENCY TOW WIRES

Emergency towing wires shall be rigged and sized as described in the OCIMF "Mooring Equipment Guidelines." All oceangoing Vessels are expected to have emergency towing wires (one near the bow and one near the stern) rigged while moored. Rigged wires shall lead directly from respective deck bollards to shipside chocks with *no slack* on deck. In an emergency, attending harbor tugs must be able to access the eye of the wire. During heightened levels of MARSEC, emergency tow wires may be required to be positioned near the Vessel's rail so that access by harbor tugboats is possible.

X. EXTERNAL DOORS, HATCHES PORTS AND ACCOMMODATION VENTILATION

All external accommodation, machinery casing, forecastle and main deck storeroom doors, ports, hatches and openings shall be kept closed while the Vessel is moored at the Terminal, except for the routine opening for personnel passage. Hatches and openings for enclosed spaces such as ballast tanks and voids shall remain closed during cargo operations.

Y. INTERNAL COMBUSTION ENGINES

Portable internal combustion engines, including without limitation those associated with compressors, pressure washers and pumps, are not to be used while the Vessel is present at any Terminal dock.

Z. WATCH REQUIREMENTS

1. For the safe and efficient business operations of the Terminal and loading or discharge of the Vessel, an English-speaking member of the Vessel's crew, preferably an officer, must always be on duty to communicate with Terminal and dock personnel so as to permit operations, including without limitation line handling and Vessel movement, at any time day or night including Saturdays, Sundays and authorized holidays.
2. Vessels shall be adequately manned and maintained at all times in order to safely manage shipboard emergencies, including without limitation fire, pollution incidents, security (including mandatory port evacuations), weather and breakaway.

AA. SMOKING AREAS

Smoking is allowed only in designated smoking areas on the dock while at the Terminal. Otherwise, smoking on the dock is strictly prohibited. Each Vessel on which smoking is allowed will designate a smoking room inside the Vessel's accommodation spaces. Smoking is permitted only in this space.

BB. WEATHER ALERT (CONDITIONS REQUIRING BERTH TO BE VACATED)

Cargo transfer operations will be suspended upon receipt of a severe weather alert for the area from the U.S. Coast Guard or other governmental weather advisories. Notice to evacuate by either federal, state or local emergency management authorities, or as a result of CF's own evaluation of local weather conditions (including without limitation the threat of a tropical disturbance), will require all Vessels to vacate the berth and move to anchor at the Vessel's expense.

CC. TERMINAL'S SAFETY ADVISOR

The Terminal may, at its option, place an observer on board the Vessel to observe the loading or discharge of cargo and related operations during the period the Vessel is moored at the Terminal. This observer will observe operations and may provide advice to the Vessel's master in areas related to the prevention of pollution, unsafe acts, or violation of the Dock Tariff. The observer will not, however, under any circumstances, order or direct the taking of any particular action or interfere in any way with the Vessel master's exercise of authority. The responsibility and liability for any pollution, unsafe acts, or violation of the Dock Tariff remains with the Vessel and its master.

**IV.**

**CARGO OPERATIONS – TANK VESSELS AND TANK BARGES**

A. READINESS TO LOAD

All Vessel cargo tanks and pipelines must be in a state of cleanliness for the cargo to be loaded prior to the Vessel docking. The burden of cleanliness and ensuring readiness to load falls solely on the Vessel. Neither CF, the Terminal nor any of their agents, including without limitation

surveyors and/or inspectors, will assume any responsibility to guarantee acceptable standards of the Vessel's readiness or cleanliness for loading cargo. The Vessel is to present itself for loading with cargo tanks, sumps, pumps and pipelines free of all previous cargoes, contaminants and smells. The Terminal will under no circumstances assume responsibility for cargo contamination due to unclean Vessel cargo tanks or pipelines.

B. VESSEL-TERMINAL PRE-TRANSFER CONFERENCE

Prior to the cargo transfer operation, a pre-transfer conference will be conducted between CF's authorized representative and the Vessel's PIC to discuss in detail every aspect of the cargo transfer operation. During this meeting, a joint inspection shall be conducted to complete the Declaration of Inspection and any other checklists that are appropriate for the cargo transfer operation. Daily weather information, including any potentially hazardous weather threat, and information concerning river conditions are to be discussed during the pre-transfer conference. Ignition sources and the possible presence of flammable materials/mixtures will be included in this discussion.

C. MINIMUM NUMBER OF VESSEL CREW

The Vessel shall at all times be adequately manned for responding to emergencies and conducting all anticipated cargo operations. At a minimum, at least one person shall be on deck at all times and one Vessel officer shall be the Vessel's PIC.

D. MAXIMUM ALLOWABLE PRESSURE

For all Vessels, the discharge or loading pressure shall not exceed the maximum pressure agreed upon during the pre-transfer conference.

E. CONNECTION OF TRANSFER HOSES/ARMS

All Vessel cargo manifold connections to be used for cargo operations shall be pre-fitted with a flange diameter required to match the shore connection. All Vessel cargo manifold flanges and all connections, fittings, spool pieces and reducers used for cargo operations shall be made of steel. Alloy or cast connections, fittings, spool pieces or reducers are not acceptable.

The Vessel's crew is responsible for securing and disconnecting the shore loading arms/hoses to and from the Vessel's manifold flange and ensuring that the connection is properly secured and liquid tight. This includes clean-up of arm/hose flange faces prior to installing the flange blank. Any delay in the ability of the Terminal to transfer cargo due to slow hookup will be for the Vessel's account. The Vessel will not be permitted to commence cargo transfer operations until CF's authorized representative and the Vessel's PIC have inspected the manifold connection(s) and agree that they are liquid tight and drip free.

F. EMERGENCY SHUTDOWN SYSTEM

Each Terminal dock is equipped with an emergency shutdown system. The Terminal dock operator is responsible for placing the emergency shutdown button on loading and discharging Vessels. By depressing the emergency shutdown button, the dock valve will close automatically,

the shore pump will stop, and a horn is activated to alert the Terminal dock operator. The emergency shutdown system is to be used for emergency situations only and not for normal cargo transfer shutdown.

G. ENCLOSED SPACE ENTRY

Entry of any tank Vessel enclosed space as discussed in the International Safety Guide for Oil Tankers and Terminals (“ISGOTT”) is prohibited while at the Terminal once hose connections have been made from the Terminal to the Vessel. No one is to enter any cargo tank, cofferdam, double bottom or other similar enclosed space unless an ISGOTT-equivalent enclosed space entry permit and procedures are in place (refer to ISGOTT’s enclosed space entry chapter).

H. START OF TRANSFER

When starting a cargo transfer, the cargo transfer hose/arm connection at the Vessel’s manifold shall be checked for possible leaks by the Vessel’s PIC. Vessel personnel shall be stationed at the manifold each time a transfer is started.

I. CARGO LOADING

Cargo loading will begin when the Terminal dock operator and the Vessel’s PIC have each announced that they are “ready to load.” At this point, the proper valves on the Vessel and within the Terminal will be opened, and the cargo pump will be started. The cargo transfer operation will not be started (or restarted) until the Vessel’s valves to at least one tank to be loaded are fully open.

J. TOPPING OFF

The Vessel should advise the Terminal when the final tanks are to be topped off and request the Terminal, in adequate time, to reduce the loading rate sufficiently to permit effective control of cargo flow to the Vessel. After topping off individual tanks, master valves should be shut, where possible, to provide two valve segregation of loaded tanks. Ullages should be checked from time to time to ensure that overflows do not occur as a result of leaking valves or incorrect operations. The number of valves to be closed during the topping off period should be reduced to a minimum.

K. CARGO DISCHARGE

Cargo discharge will begin when the Terminal notifies the Vessel’s PIC that all shore valves are open and that the Terminal is ready to receive cargo. At this point, the Vessel shall notify the Terminal that pumping has begun at a reduced rate. The reduced rate shall be maintained until verification has been made that all connections are suitable, and the Terminal verifies that it is receiving cargo. At the direction of the Terminal dock operator, the rate may be increased.

L. PRE-NOTICE OF PUMPING RATE CHANGE

Ample notice shall be given by either the Vessel or the Terminal, as the case may be, of any changes to the cargo transfer rates.

M. STANDBY AND SHUTDOWN

The Vessel shall give a 15-minute and a 5-minute standby notice to the Terminal prior to cargo transfer completion. The Vessel shall announce “Shutdown” no less than 60 seconds prior to cargo transfer completion. The Terminal may also require a 1 to 2-hour notice prior to cargo transfer completion to notify outside personnel.

N. EMERGENCY CEASE PUMPING

At any time during the cargo transfer operations, if either party announces “Shutdown,” the transfer of cargo shall stop immediately. In the event of an emergency, both the Vessel and the Terminal dock operator shall immediately take action to activate the emergency shutdown button, and, if not previously notified, the Terminal’s dock operator shall be immediately notified of the emergency. Cargo transfer shall not resume until both the Vessel and the Terminal dock operator announce they are “Ready” to resume cargo transfer operations.

O. BLOWING AND DRAINING OF HOSES/ARMS

After cargo transfer operations are complete, the cargo hoses/arms will be cleared of cargo before being disconnected.

P. DISCONNECTING OF TRANSFER HOSES/ARMS

The Vessel’s manifold and drain valve(s) shall be closed prior to disconnecting the transfer hose(s)/arm(s). Transfer hoses/arms will be fitted with flange blanks with a bolt fastened in every hole before being lifted from the Vessel. Immediately following disconnection, the Vessel shall fit flange blanks on the Vessel’s manifolds.

**V.**

**CARGO OPERATIONS – TANK BARGES**

A. GENERAL

The following additional requirements shall apply to “Cargo Operations” for all tank barges.

B. ADDITIONAL PRE-TRANSFER REQUIREMENTS; PRE-TRANSFER CONFERENCE

In addition to other required pre-transfer requirements set forth in Sub-section IV(B), the towboat master/operator and the Terminal dock PIC shall have a pre-transfer conference to discuss the general safety precautions for the Vessel.

C. MINIMUM NUMBER OF BARGE TANKERMEN

Each barge transferring or receiving cargo shall have at least one (1) tankerman per barge.

D. MAXIMUM ALLOWABLE PRESSURE

The loading and discharge pressures shall not exceed one hundred (100) PSI at the barge manifold.

E. MAXIMUM ALLOWABLE RATE

The maximum allowable transfer rate will be determined during the pre-transfer conference.

F. TUG IN NOTCH (INTEGRATED TOWING UNIT)

If the towing vessel and barge are designed to operate as an integrated unit, the towing vessel or propulsion unit will be allowed to remain in the notch at the Terminal dock. The towing vessel is not allowed to lie alongside the barge.

G. TOWBOAT AND BARGE

Towboats must be available at all times to tend their tows. For watch changes, towboats may return to the tow to make the changes. They must stay clear of the immediate cargo transfer manifold area and as far away as possible while doing so. Prior to coming alongside for crew changes, the Terminal dock operator must be notified and give permission in advance. Towboats must monitor a VHF channel agreed to in advance by the parties and be available to Terminal personnel at all times.

H. TOWBOAT ARRIVAL AND STANDBY COMMUNICATIONS

The Terminal dock operator will direct the towboat master/operator to a designated standby VHF channel prior to docking. Towboats shall standby on the designated standby VHF channel and inform the Terminal dock operator beforehand of any intended towboat and/or barge movements.

Upon completion of cargo operations and release of the barge, the towboat should make up its tow and promptly depart the Terminal dock.

**VI.**

**LOADING/UNLOADING ANHYDROUS AMMONIA – TANK VESSELS & TANK BARGES**

A. GENERAL

1. In addition to the foregoing requirements, all Vessels (including without limitation specially built barges) when calling at the Terminal to load or discharge anhydrous ammonia shall be in full compliance with all international, federal, state and local laws, regulations and conventions applicable to Vessels engaged in the transportation of flammable, pressurized, liquid gas cargoes, such as anhydrous ammonia.
2. All Vessels (whether U.S. flagged or foreign flagged) transporting flammable, pressurized, liquid gas cargoes shall be built and classed specifically for the transportation of such cargoes and must carry documentation either in the form of a U.S. Coast Guard Certificate of Inspection (for U.S. flagged Vessel (including barges)) or a U.S. Coast Guard Certificate of Compliance. All Vessels, regardless of flag, must possess an International Certificate of Fitness for the Carriage of Liquefied Gases in Bulk.
3. The operation of any Vessel must be in compliance with 46 CFR Part 153 – Ships Carrying Bulk Liquid, Liquefied Gas, or Compressed Gas Hazardous Materials, including without



limitation specifically the operational requirements of 46 CFR §153.900, *et. seq.* – Documents and Cargo Information, as well as with the requirements of 33 CFR Part 156 – Oil and Hazardous Material Transfer Operations.

4. The master, officers and crew (including without limitation tankermen) of any Vessel involved in the loading of anhydrous ammonia shall be properly trained and correctly informed of their duties and responsibilities, as well as demonstrate a working knowledge of required operational procedures.
5. The master and Vessel's officers responsible for the Vessel's cargo operations must be present at all times to monitor the safety of the loading operations. The master and/or tankerman on any barge must ensure and be satisfied that there is efficient and immediate communication between the tow boat and its barges and Terminal personnel.
6. Cargo operations should be conducted in accordance with the best practices and recommendations for gas tankers and barges contained in the most recent edition of the Tanker Safety Guide (Liquefied Gas) by the International Chamber of Shipping, as well as the International Code of the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (the "IGC Code"), concerning the loading of pressurized tankers and barges.

## VII.

### LOADING/UNLOADING – DRY BULK VESSELS

#### A. TWEEN DECK VESSELS

CF does not accept tween deck Vessels unless the tween decks are removable or collapsible in order to convert the Vessels' holds to single deck.

#### B. LOADING/UNLOADING DRY BULK VESSELS

The loading or unloading of the Vessel shall be in accordance with the requirements of the current edition of the International Maritime Solid Bulk Cargoes Code (the "IMSBC Code").

#### C. VESSEL LOADING/STOWAGE PLANS (GENERAL)

Prior to the arrival of the Vessel at the Terminal berth, the Vessel's master shall provide the Terminal with a copy of a safe and suitable Vessel cargo stowage and hold rotation plan.

#### D. VESSEL/TERMINAL PRE-TRANSFER CONFERENCE

After the Vessel has been safely docked, the Vessel's master or the Vessel's designated PIC for cargo transfer operations shall meet with CF's authorized representative to review and discuss the cargo transfer plan for the loading or discharge of the cargo and to complete the Vessel/Terminal Dry Bulk Vessel Information in the Integration File or Vessel Pack supplied by CF or CF's authorized representative.

E. CARGO LOADING OPERATIONS

1. When the Vessel cargo stowage and hold rotation plan has been agreed, the Vessel's master will confirm that the method of cargo operations contemplated does not exert excessive stresses on the hull, cargo hold(s) and associated structures of the Vessel. The master will provide a copy of the Vessel cargo stowage and hold rotation plan to CF's authorized representative and will also provide other pertinent information necessary to avoid any structural damage to the Vessel by cargo handling equipment.
2. Monitoring of the cargo handling operation and effective communication between the Terminal and Vessel must be maintained at all times, including particularly during final trimming of the Vessel.
3. Dry bulk cargo is loaded by the Terminal on a "spout" trimmed basis only. CF provides no warranty whatsoever with regard to cargo stowage factors or loss of a Vessel's cargo space which is not accessible to the loading spout.

Any additional requirement for cargo trimming required by the Vessel should be in accordance with the procedures set forth in the IMSBC Code.

F. STOPPING/RESTARTING LOADING

When the Vessel advises the Terminal to stop loading because the loading is complete, the Terminal will relocate its personnel to other operations or tasks. If for any reason the Vessel requires additional cargo after that time, Vessel Party will be responsible to CF for a restart fee appropriate to the circumstances and determined by CF in its sole discretion, not to exceed \$7,500.00, charged as liquidated damages and not as a penalty. Furthermore, charges incurred with respect to any Vessel holds which must be leveled and compacted a second time (or more) because of the requirement for additional cargo will also be for the sole account of the Vessel.

G. COMPLETION OF LOADING

On completion of loading, the master and the Terminal dock PIC shall agree in writing that the Vessel has been loaded in accordance with the Vessel stowage and hold rotation plan, including any agreed variations.

## VIII.

### INDEMNITY, RISK ALLOCATION, POLLUTION AND INSURANCE

#### A. DEFINITIONS

1. For purposes of Sections VIII – XI of this Dock Tariff, the terms below shall have the following meaning:
  - a) "Claims" shall be defined to mean all disputes, claims, demands, losses, suits, actions, judgments, costs, fines, penalties, compensatory damages and expenses (including without limitation reasonable attorney's fees and costs, expert fees and costs and court costs).
  - b) "Indemnified CF Parties" shall be defined to mean CF, CF's parents, subsidiaries, related and affiliated companies and divisions, as well as all persons, companies or other entities which (in whole or in part) manage, own, control and/or operate the CF Donaldsonville Nitrogen Complex, the Terminal (and/or the Terminal's dock(s) and other facilities), and the respective officers, directors, members, managers, employees, representatives, agents and insurers of all of the foregoing.
  - c) "Visitor" or "Visitors" shall be defined to mean any person or entity (including such entity's officers, directors, members, managers, employees, representatives and/or agents) that, at the request of or on behalf of a Vessel Party, seeks access to the Terminal (and/or the Terminal's dock and other facilities) or to a Vessel berthed there for the purpose of accessing and/or providing services aboard, on behalf of and/or in connection with the Vessel, including without limitation any marine and/or cargo surveyor and/or any Vessel Party's contractor, subcontractor, visitor and/or invitee.

#### B. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

1. Vessel Party, specifically and without limitation, agrees to release, defend, indemnify and hold harmless the Indemnified CF Parties from and against any and all Claims resulting from or in connection with any bodily injury, death, disease and/or impairment of health sustained by any Vessel Party and/or any Visitor, and/or any loss of or damage to any Vessel, cargo, equipment (including without limitation any Visitor's vessel(s)) or other property of any Vessel Party and/or any Visitor, arising out of, related to, and/or resulting, directly or indirectly, from Vessel Parties', Visitors' and/or the Vessel's operations at, presence at or upon, or use of the Terminal (and/or the Terminal's dock(s) and/or other facilities) (including without limitation any Vessel crewing, loading, unloading, cargo operations, maintenance, repair, provisioning, navigation, ingress and/or egress), **regardless of the cause or causes thereof, including but not limited to the sole, joint and/or concurrent negligence, gross negligence, fault and/or strict liability of any of the Indemnified CF Parties, the unseaworthiness of any Vessel or other vessel, and/or regardless of whether due to any pre-existing deficiency or defect, hidden or otherwise, of the Terminal (and/or the Terminal's dock(s) and/or other facilities), excluding from Vessel Party's obligation to indemnify, however, only such Claims to the extent having**

**been determined (by final judicial ruling or judgment (after final appeal, if any)) to have resulted from the willful misconduct of CF, its parent, subsidiary or affiliated entities, their officers, directors or payroll employees.**

2. Subject to Sub-section B(1) above, Vessel Party, specifically and without limitation, agrees to release, defend, indemnify and hold harmless the Indemnified CF Parties from and against any and all Claims resulting from or in connection with any bodily injury, death, disease and/or impairment of health sustained by any person (other than a Vessel Party and/or Visitor), and/or any loss of or damage to any vessel, cargo, equipment or other property of any person or entity (other than that of a Vessel Party and/or Visitor), arising out of, related to, and/or resulting, directly or indirectly, from Vessel Parties', Visitors' and/or the Vessel's operations at, presence at or upon, or use of the Terminal (and/or the Terminal's dock(s) and other facilities) (including without limitation any Vessel crewing, loading, unloading, cargo operations, maintenance, repair, provisioning, navigation, ingress and/or egress), **regardless of the cause or causes thereof, including but not limited to the joint and/or concurrent negligence, gross negligence, fault and/or strict liability of the Indemnified CF Parties, the unseaworthiness of any Vessel and/or other vessel, and/or regardless of whether due to any pre-existing deficiency or defect, hidden or otherwise, of the Terminal (and/or the Terminal's dock(s) and other facilities), excluding from Vessel Party's obligation to indemnify, however, only (1) such Claims having been determined (by final judicial ruling or judgment (after final appeal if any)) to have resulted from the sole negligence or sole legal fault of CF, its parent, subsidiary or affiliated entities, their officers, directors or payroll employees, and (2) such Claims to the extent having been determined (by final judicial ruling or judgment (after final appeal, if any)) to have resulted from the willful misconduct of CF, its parent, subsidiary or affiliated entities, their officers, directors or payroll employees.**
3. Vessel Party, specifically and without limitation, further agrees to release, defend, indemnify and hold harmless the Indemnified CF Parties from and against all Claims of any nature whatsoever resulting from or related, directly or indirectly, to a transportation security incident, terrorist act, or breach of security by any Vessel Party or Visitor, including without limitation such instances or events arising from, related to, or resulting, directly or indirectly, from the actions or activity of any crewmember, stowaway, asylum-seeker, passenger or other individual's detention onboard the Vessel, escape, desertion or egress from the Vessel, and/or any intentional torts or criminal acts, **regardless of the cause or causes thereof, including but not limited to the sole, joint and/or concurrent negligence, fault or strict liability of the Indemnified CF Parties.**

C. POLLUTION/CONTAMINATION

1. Vessel Party shall have the duty to be fully familiar with and in compliance with all applicable environmental rules, regulations and laws in respect to the type and levels of all discharge allowed in United States rivers, coastal waters and air, and for fully abiding by said rules, regulations and laws. Vessels shall not violate any air emission standards in the vicinity of the Terminal (and/or the Terminal's dock(s) and other facilities).
2. Vessel Party shall use its best efforts to prevent the escape, discharge or release of the cargo(es), fuels, lubricants, wastes, contaminants, hazardous materials and/or pollutants

either (a) being carried by or loaded (or to be loaded) onto or discharged from any Vessel, (b) used in the operation or management of the Vessel, and/or (c) which are within the care, custody or control of any Vessel Party or those for which the Vessel Parties are responsible. In the event of any escape, discharge or release of any such fuels, lubricants, wastes, contaminants, hazardous materials and/or pollutants, Vessel Party shall take immediate action to control, clean-up and recover same so as to comply with all applicable laws, orders, rules and regulations applicable to such escape, discharge, or release and to mitigate any environmental damage or pollution resulting therefrom. Subject to Sub-section B(1) above, Vessel Party, specifically and without limitation, agrees to release, defend, indemnify and hold harmless the Indemnified CF Parties from and against any and all Claims arising or resulting, directly or indirectly, from any escape, discharge or release of such cargo(es), fuel, lubricants, wastes, contaminants, hazardous materials and/or pollutant (including without limitation any 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 as a result thereof), **regardless of the cause or causes thereof, including but not limited to the joint and/or concurrent negligence, gross negligence, fault or strict liability of the Indemnified CF Parties, the unseaworthiness of any Vessel or other vessel, and/or regardless of whether due to any preexisting deficiency or defect, hidden or otherwise, of the Terminal (and/or the Terminal's dock(s) and other facilities), excluding from Vessel Party's obligation to indemnify, however, only (1) such Claims having been determined (by final judicial ruling or judgment (after final appeal, if any)) to have resulted from the sole negligence or sole legal fault of CF, its parent, subsidiary or affiliated entities, their officers, directors or payroll employees, and (2) such Claims to the extent having been determined (by final judicial ruling or judgment (after final appeal, if any)) to have resulted from the willful misconduct of CF, its parent, subsidiary or affiliated entities, their officers, directors or payroll employees.**

3. In the event of a pollution or contamination event arising directly or indirectly out of services being performed at the Terminal (including the Terminal's dock(s) and other facilities), Vessel Party shall, and shall cause its representatives and insurers, to immediately: (1) Notify all local, state and federal authorities having jurisdiction over the pollution or contamination event; (2) Notify CF of all details of the pollution or contamination event; (3) Take all steps to eliminate the cause and/or source of the pollution or contamination; (4) Take all steps to clean-up the pollution or contamination; (5) Take all steps required by law to restore the environment; (6) Take all steps to mitigate damages to Vessel Parties, CF and third-parties; (7) If necessary, advance or pay monies and funds required to be paid to the appropriate regulatory agencies; (8) Consult with CF and keep CF constantly informed of all steps taken and contemplated to comply with provisions of this paragraph; and (9) Cooperate with CF in issuing statements to government authorities and media representatives.
4. Whether or not Vessel Party has complied with the foregoing provisions, CF may, but shall not be required to, take over and manage all prevention, mitigation, clean-up and restoration activities, all without derogation or diminution of Vessel Party's obligations under this Dock Tariff, and with full reservation to CF of all rights against Vessel Parties, the Vessel and/or any of their insurers for reimbursement of costs, expenses and attorneys' fees or such other relief and remedies as is provided herein or at law. In such

event, Vessel Party shall, and shall cause its insurers and any contractors and subcontractors, to make available to CF, all vessels, personnel and/or equipment used or planned to be used in such prevention, clean-up and restoration efforts, all at the sole expense of Vessel Party.

5. In the event CF takes over and manages such prevention, mitigation, clean-up and/or restoration efforts, (a) CF shall not be estopped from exercising any of its rights and remedies provided herein, at law or otherwise, (b) such action shall not be, nor shall it be deemed to be, a waiver or release on the part of CF of any rights or remedies provided herein, at law or otherwise, and (c) such actions shall not constitute nor be deemed to be an admission of fault or responsibility in any respect on the part of CF. CF may, but is not required to, utilize its own and contracted personnel, vessels and equipment in such prevention, clean-up and restoration efforts, and may, at its discretion, allocate such resources as it, in its sole discretion, deems appropriate.

#### D. INSURANCE

1. Vessel Party shall obtain at its sole cost and expense and shall carry and maintain in full force and effect, and cause any Vessel(s) owned, chartered or operated by Vessel Party and any other vessel utilized in the transfer, loading, or unloading of the Vessel(s) to obtain and maintain insurance coverages with insurance companies rated not less than A-, IX by A.M. Best or otherwise reasonably satisfactory to CF of the following types and amounts:
  - a) 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 and with the sistership clause unamended.
  - b) Protection and Indemnity ("P&I") Insurance provided through any combination of (1) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (2) policy(ies) with a commercial insurance company(ies) or underwriters/syndicate(s) acceptable to CF with terms no less broad than those customarily carried by similar marine carriers with limits of not less than twenty-five million (\$25,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of master, mates, and crew; collision/allision liability; voluntary wreck removal (including salvage charges and contractual liability); cargo legal liability; pollution liability; and contractual liability covering Vessel Party's risks and liabilities assumed in this Dock Tariff. In addition, any towboat or tug utilizing the Terminal (and/or the Terminal's dock and other facilities) shall carry Tower's Legal Liability Insurance in the same limits as set forth above in this Sub-section D(1)(b).
  - c) 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 CF, with such insurance covering statutory and third-party liability arising under the Oil Pollution Act of 1990 ("OPA 90"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980

("CERCLA") and any other applicable pollution/environmental laws and amendments to those laws, with limits in full compliance with all of the aforementioned laws, whichever is greatest, but in no event less than \$100,000,000.00, covering any and all environmental risks, penalties, actions or otherwise and equivalent to that coverage provided by the Water Quality Insurance Syndicate coverage form or equivalent; provided however, that if the Vessel is an inland tug or inland barge, the minimum limit of such insurance required by this Sub-section VIII(D)(1)(c) is \$50,000,000.00; and further provided however, that the minimum limits of Pollution Liability Insurance required by this Sub-section VIII(D)(1)(c) shall be inclusive of the total minimum primary and excess limits of such insurance required by this Dock Tariff. COFRs shall also be maintained on all Vessels loading or unloading at the Terminal.

- d) All risk cargo insurance, in an amount not less than one hundred and ten percent (110%) of the fair market value of the cargo.
- e) Workers' Compensation and Employer's Liability Insurance, with United States Longshore and Harbor Worker's Compensation Act endorsement, with minimum limits as required by applicable federal and state law, with an employer's liability/maritime employer's liability endorsement with limits of not less than ten million dollars (\$10,000,000) per occurrence (which may be structured through excess or umbrella policies), and with an alternate employer endorsement (or additional named insured endorsement as the case may be) in favor of the Indemnified CF Parties.
- f) Commercial General Liability Insurance, in an amount of not less than twenty-five million (\$25,000,000) per accident or occurrence (which may be structured through excess or umbrella policies), and including contractual liability cover covering Vessel Party's risks and liabilities assumed in this Dock Tariff; with any non-owned "watercraft exclusion" being deleted; with any care, custody and control exclusion being deleted; and with deletion or other elimination of any provision that might exclude coverage to any additional insured parties for Claims asserted by employees of the named insured(s) on the grounds of the employment relationship with the named insured(s).
- g) Excess Liability or Bumbershoot Liability Insurance with limits of not less than fifty million dollars (\$50,000,000) per occurrence and in the aggregate, providing additional limits of insurance on following form terms to, and in excess of, the other insurance coverages required herein.
- h) Any additional insurance coverages required by state or federal law.

2. **All insurance coverages required under this Dock Tariff shall cover the Vessel Party's release, defense and indemnity liabilities and obligations as set forth and assumed in this Dock Tariff, and shall, to the extent of the release, defense and indemnity obligations assumed by Vessel Party in this Dock Tariff, be endorsed to: (i) contain waivers of subrogation rights against all of the Indemnified CF Parties; (ii) name the Indemnified CF Parties as additional insureds (except the Workers' Compensation**

**Policy); and (iii) provide that such insurance is primary with respect to all insureds and with respect to any insurance procured by the Indemnified CF Parties, such that the Indemnified CF Parties' own procured insurance policies shall be non-contributing under any and all circumstances and shall not be called upon to contribute on the basis of co-insurance or otherwise, regardless of any "other insurance", "cover elsewhere" or similar provisions. Vessel Party's policies shall also delete any "as owner" clause or any other language purporting to limit coverage to liability of an insured "as owner of the vessel", as well as any language limiting coverage for the Indemnified CF Parties in the event of the application of the U.S. Shipowners' Limitation of Liability Statute, 46 U. S. Code §30501, et seq. (and all laws supplementary and amendatory thereto). Vessel Party will provide CF, upon request, with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required herein. 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 the required coverages and endorsements. The required insurance coverage limits can be in any combination of primary and/or excess coverage so long as the full, combined required minimum limits and types of coverage are maintained.**

3. Vessel Party's insurance obligations hereunder shall in no way limit or restrict Vessel Party's release, defense and indemnity obligations set forth in this Dock Tariff. The insurance requirements shall not be limited by the liability and indemnity provisions contained in this Dock Tariff. The coverages are intended to apply and shall apply whether or not the indemnification is valid. Failure to procure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Dock Tariff, or the failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Dock Tariff shall in no way act to relieve Vessel Party of its obligations set forth in this Dock Tariff, any provision of this Dock Tariff to the contrary notwithstanding. In the event that liability for loss or damage be denied by the underwriter(s), in whole or in part, because of breach of said insurance by Vessel Party, or if Vessel Party fails to procure and/or maintain said insurance required of Vessel Party, Vessel Party shall hold harmless and indemnify the Indemnified CF Parties against all Claims which otherwise would have been covered by the required insurance.
4. In the event of any failure by Vessel Party to comply with the insurance provisions of this Dock Tariff, CF may, at its option, terminate or suspend all operations of CF and/or Vessel Party in connection with the Terminal (and/or the Terminal's dock and other facilities), and/or performance under this Dock Tariff, until there is full compliance.
5. All deductibles, self-insurance, self-insured retentions and premiums in connection with said policies shall be for the sole account of Vessel Party.
6. The insurance requirements set forth in this Section VIII(D) shall not in any way limit any Vessel Party's or Vessel's legal and/or contractual obligations and liabilities under this Dock Tariff.
7. Vessel Party shall ensure that all stevedores, security guards, and other contractors and/or subcontractors of all Vessel Parties shall be required to procure and maintain



during the duration of their work at the Terminal (and/or the Terminal's dock and other facilities), minimum insurance as set forth below:

- a) Workers' Compensation (including Longshore and Harbor Worker's Compensation Act coverage) as required by state and federal laws, such policy to include voluntary compensation endorsement, Amended to Coverage B-Maritime and Employer's Liability Coverage (including crew coverage) with \$1,000,000 limits, with an alternate employer endorsement (or additional insured endorsement as the case may be) in favor of the Indemnified CF Parties;
- b) Commercial General Liability Insurance with the non-owned watercraft and the care, custody and control exclusions being deleted, and including completed operations coverage, with primary limits of \$1,000,000 per occurrence single limit;
- c) Commercial Automobile Liability Insurance with primary limits of \$1,000,000 per accident;
- d) Umbrella/Excess Liability Insurance with the non-owned watercraft exclusion deleted, with limits not less than \$5,000,000 per occurrence in excess of and following form of the coverage required in Sub-sections D(7)(b-c) immediately above;
- e) Where applicable, stevedore's legal liability insurance with \$1,000,000 per occurrence single limit, \$5,000,000 per occurrence in excess limits; and
- f) In the event that a U.S. governmental entity mandates that armed security guards be assigned to a Vessel prior to berthing or while it is berthed at the Terminal (and/or the Terminal's dock and other facilities), CF requires that the Vessel's agent provide it with a Certificate of Insurance evidencing Commercial General Liability coverage with limits of no less than one million dollars (\$1,000,000) per occurrence for the security firm it has contracted with to provide security services onboard the Vessel.

The Indemnified CF Parties shall be named as an additional insured with a waiver of subrogation in each of the foregoing policies (except Workers' Compensation) required in Sub-section VIII(D)(7). Each of the foregoing policies shall contain a provision that CF will receive thirty (30) days' written notice of material changes or cancellation. A current Certificate of Insurance evidencing the above coverages required in Sub-section VIII(D)(7) shall be furnished to CF upon request.

#### **IX.** **FORCE MAJEURE**

- A. Neither CF nor the Indemnified CF Parties shall be subject to any liability of any kind or nature whatsoever (other than obligations as a customer to pay or expend money for services actually provided) for any loss, damage, delay or failure in performance, including without limitation any claim of demurrage, despatch, delay, damages, deterioration of quality, shrinkage in quantity

and/or loss of product, in the event that they should fail or delay to perform their obligations hereunder, where such failure is directly or indirectly, wholly or partly, caused by one or more Force Majeure events. A Force Majeure event shall be deemed to be terminated upon the latter of the cessation of the Force Majeure event or upon the Terminal resuming terminaling operations at full operational capacity and catching up with any backlog of unloading, loading or other cargo handling operations resulting from such Force Majeure event.

- B. The term “Force Majeure” means and includes the following regardless of whether foreseeable or not: war, civil commotion, government order, labor trouble, labor shortage, unforeseen mechanical and electrical breakdowns, strike or lockout, flood, river freeze up, closure of any navigable river or waterway by act of any governmental agency or authority, inclement weather and river conditions lasting for twelve (12) or more hours that prevents the Terminal from operating at full capacity, inability to obtain fuel or power, fire, act of God, disease, epidemic, resolution or order of government authority, backlog of vessels or cargo handling operations resulting from any of the aforementioned events, or any other cause whatsoever beyond the reasonable control of the party thereby affected, whether or not of the same or similar nature.

#### X.

#### LIMITATION OF DAMAGES

- A. Notwithstanding anything to the contrary contained in this Dock Tariff, it is expressly agreed that, **regardless of the negligence/gross negligence (whether sole, joint and/or concurrent) or other legal fault on the part of any person, entity or indemnitee/releasee (including without limitation the Indemnified CF Parties), or the unseaworthiness (pre-existing or not) of any Vessel or other vessel**, with respect to any Claim or occurrence (or interrelated series of Claims or occurrences) for which the Indemnified CF Parties may owe damages or compensation to any Vessel Party, Visitor and/or Vessel arising directly or indirectly out of or in connection with the services or activities covered by this Dock Tariff, and/or with respect to any sum, damage and/or liability owed by the Indemnified CF Parties to any Vessel Party, Visitor and/or Vessel arising directly or indirectly out of or in connection with the services or activities covered by this Dock Tariff, in no event shall the Indemnified CF Parties be liable for any Claims for consequential, exemplary, punitive, indirect, incidental or special damages of any kind or nature (including without limitation any direct or indirect loss of profits, loss of use, loss of hire, loss of production or productivity, detention, delay, loss of charter hire, extra charter hire payments and/or market/business loss/economic loss) incurred by any Vessel Party, Visitor and/or Vessel, which arise out of, are related to, and/or result, directly or indirectly, from Vessel Party’s, Visitor’s and/or the Vessel’s operations at, presence at or upon or use of, the Terminal (and/or the Terminal’s dock(s) and other facilities) (including without limitation any Vessel crewing, loading, unloading, cargo operations, maintenance, repair, provisioning, navigation, ingress and/or egress), and the Vessel Party agrees to release, defend, indemnify and hold harmless the Indemnified CF Parties from and against any and all such Claims.
- B. Subject to the other release, defense, indemnity, hold harmless and/or waiver provisions set forth in this Dock Tariff in favor of the Indemnified CF Parties, **and regardless of the negligence/gross negligence (whether sole, joint or concurrent) or other legal fault on the part of any person, entity or indemnitee/releasee (including without limitation the Indemnified CF Parties), or the unseaworthiness (pre-existing or not) of any Vessel or other vessel**, with respect to any Claim or

occurrence (or interrelated series of Claims or occurrences) for which the Indemnified CF Parties may owe damages or compensation to any Vessel Party, Visitor and/or Vessel arising directly or indirectly out of or in connection with the services or activities covered by this Dock Tariff, and/or with respect to any sum, damage and/or liability owed by the Indemnified CF Parties to any Vessel Party, Visitor and/or Vessel arising directly or indirectly out of or in connection with the services or activities covered by this Dock Tariff, the Indemnified CF Parties shall be liable only to the extent of their negligence, other legal fault or contractual liability assumed under this Dock Tariff, which negligence, other legal fault or contractual liability assumed under this Dock Tariff shall not be assumed but shall be proven affirmatively; **provided further that any such damages or compensation owed by the Indemnified CF Parties collectively shall be capped and limited to, and shall never exceed, a maximum aggregate amount of two hundred fifty thousand dollars (U.S. \$250,000) per each interrelated series of Claims or occurrences collectively.** Vessel Parties understand and agree that the rates charged by or on behalf of CF for use of and for the services being performed at the Terminal (and/or the Terminal's dock(s) and other facilities) are predicated upon the limitations of liability and the indemnities set forth in this Dock Tariff. Nothing stated herein shall be construed to waive or limit the right of Indemnified CF Parties to assert any defenses to liability available to them or to avail themselves of any rights of limitation or exemption from liability under any applicable law, rule or regulation.

- C. Without prejudice to and without waiving any of the release, defense, indemnity and hold harmless provisions as set forth herein, any cargo, Vessel, injury, loss, or other damage Claims shall be submitted by e-mail to CF (at the following address: [vessels@cfindustries.com](mailto:vessels@cfindustries.com)) for consideration. Claims not submitted within fourteen (14) days from the Vessel's departure from the Terminal shall be deemed waived, and Vessel Party agrees to release, defend, indemnify and hold harmless CF from any such claim which is not timely presented to CF as set forth in this paragraph.

## **XI. MISCELLANEOUS**

- A. This document shall be deemed to have been made and accepted in Ascension Parish, Louisiana, and shall be controlling between the parties except and unless modified by a subsequent separate writing signed by authorized representatives of CF and Vessel Party.
- B. CF reserves to itself the right to negotiate special arrangements, rules and rights under this Dock Tariff with particular Vessels Parties, other persons or entities, and/or vessels.
- C. All pre-loading/pre-discharging questionnaires, checklists and other necessary documentation provided by or on behalf of the Terminal to the Vessel must be completed in full as necessary, signed and delivered to the Terminal's authorized representative by the master or other authorized representative of the Vessel prior to or upon arrival at the Terminal (or when otherwise earlier due), and before Vessel loading or discharging (as the case may be) may commence. Such pre-loading/pre-discharging questionnaires, checklists and other documentation are intended only to supplement this Dock Tariff regarding pertinent information, procedures and required documentation. In the event of a conflict between the terms of this Dock Tariff and such other pre-loading/pre-discharging documentation, the terms of this Dock Tariff shall prevail and govern.

- D. In the event of a conflict between the terms of this Dock Tariff and any CF sales agreement, CF general marine provisions and/or Vessel charter party having application between CF Industries Sales, LLC and a Vessel Party, such conflict shall be resolved in favor of first the said CF sales agreement, second the CF general marine provisions, third such Vessel charter party having application between CF Industries Sales, LLC and a Vessel Party, and fourth this Dock Tariff.
- E. Any disputes arising from or related to this Dock Tariff, and the terms and conditions of this Dock Tariff, shall be exclusively governed, interpreted and enforced in accordance with the General Maritime and Statutory Maritime Laws of the United States of America, and solely to the extent that such law cannot be applied to the dispute, then by the laws of the State of Louisiana, excluding in either instance however any conflicts of laws principles which would select the application of the laws of a different jurisdiction or other body of governing law to apply. In any such proceeding should CF and/or any Indemnified CF Parties be the substantially prevailing party or parties, then CF and any Indemnified CF Parties shall be entitled to recover reasonable attorney's fees in addition to any loss or losses, damages, costs or expenses otherwise recoverable in such proceeding.
- F. Any dispute between CF or any Indemnified CF Parties on the one hand, and any one or more Vessel Parties on the other hand, arising from or related to this Dock Tariff shall be submitted exclusively to the jurisdiction of the United States District Court for the Eastern District of Louisiana, or alternatively only in the event that the said United States District Court shall lack subject matter jurisdiction to hear and resolve such dispute, to the courts of the State of Louisiana located in Ascension Parish, Louisiana. Vessel Parties and CF consent to the personal jurisdiction of such courts over them, and each waives to the fullest extent possible any defense based on a lack of personal jurisdiction over them, and waives any right to seek to have such action transferred to another court on the basis of improper venue and/or *forum non conveniens*. Vessel Parties and CF agree that after a dispute is before a court as specified in this Sub-section and during the pendency of such dispute before such court, all actions, suits or proceedings with respect to such dispute, including any counterclaims, cross-claims or interpleaders, shall be subject to the exclusive jurisdiction of such court, except that in actions seeking to enforce any maritime lien, maritime attachment right, or order or judgment of such court, such jurisdiction shall be non-exclusive and such action may be brought wherever necessary to do so. In the event that CF or any Indemnified CF Parties must move to dismiss an action filed in violation of this provision, the reasonable attorneys' fees and costs incurred by CF and/or any Indemnified CF Parties in so moving shall be paid by the plaintiff(s) to said action. **CF AND VESSEL PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DOCK TARIFF AND FOR ANY COUNTERCLAIM ARISING THEREIN.**
- G. Each non-party member of the Indemnified CF Parties shall be deemed an express and intended third party beneficiary of the Dock Tariff's release, defense, indemnity and insurance obligations existing in its favor, and such person and entity shall, when applicable, be entitled to enforce the release, defense, indemnity and insurance obligations hereof directly in its own name and right.
- H. A party's waiver of a breach of any provision of this Dock Tariff shall not operate or be construed as a waiver of any subsequent breach.

**END OF DOCK TARIFF**

**APPENDIX "A"**

**Dock Tariff Rate Sheet – Vessel Charges**

for

CF Industries Donaldsonville Nitrogen Complex

Highway 3089

Donaldsonville, Louisiana 70346

**(Effective February 1, 2025)**

See attached CF Industries Donaldsonville Nitrogen Complex [Dock Tariff Rate Sheet - Vessel Charges](#), which is subject to periodic change without prior notice. Please contact the Terminal for the current rate sheet in effect.

## **Dock Tariff Rate Sheet - Vessel Charges**

for

CF Industries Donaldsonville Nitrogen Complex

Highway 3089

Donaldsonville, Louisiana 70346

**(Effective February 1, 2025)**

**DOCKAGE  
DRY CARGO VESSELS  
AND TANKERS** Dockage on all dry cargo Vessels will be assessed at the rate of \$0.45 (Forty-five cents) per gross register ton (GRT), as shown on the Vessel's International Tonnage Certificate, per day. The dockage charge will be prorated by rounding up in minimum twelve (12) hour increments after the first full day.

The minimum dockage amount shall be no less than \$5,000.00 (Five thousand dollars) per day, and the minimum days charged shall be one (1) full day on dry cargo Vessels.

Dockage on all gas and liquid tanker Vessels will be assessed at the rate of \$0.13 (Thirteen cents) per gross register ton (GRT), as shown on the Vessel's International Tonnage Certificate, per day. The dockage charge will be prorated by rounding up in minimum twelve (12) hour increments after the first full day.

The minimum dockage amount shall be no less than \$2,000.00 (Two thousand dollars) per day, and the minimum days charged shall be one (1) full day on tanker Vessels.

A day commences with the time of the Vessel's first contact with the dock (including contact by the Vessel's first mooring line or wire) and shall be comprised of twenty-four (24) hours. Dock occupancy ends at the time of the Vessel's last contact with the dock (including contact by the Vessel's last mooring line or wire).

**SECURITY FEE  
ALL VESSELS** In order to accommodate the physical and procedural requirements necessary to ensure compliance with the Maritime Transportation Security Act of 2002 and related regulations, a security fee of \$2,000.00 (Two thousand dollars) per Vessel will be charged.

**PAYMENT** Invoices are due and payable on presentation. In its sole discretion, CF may require estimated charges to be paid in advance.

**AUTHORIZED  
REPRESENTATIVE** Invoices shall be presented by and payable to CF's authorized representative:  
Terminal Management Company  
P.O. Box 174  
Brittany, LA 70718-0174

**APPENDIX "B"**

**Application for Berth**

for

CF Industries Donaldsonville Nitrogen Complex

Highway 3089

Donaldsonville, Louisiana 70346

**(Effective February 1, 2025)**

See attached the Application for Berth for the CF Industries Nitrogen, LLC terminal located at Donaldsonville, Louisiana.

**Application for Berth**

of  
CF Industries Donaldsonville Nitrogen Complex  
Highway 3089  
Donaldsonville, Louisiana 70346

DATE:

<b>VESSEL NAME:</b>		<b>REGISTRY:</b>		<b>VESSEL CALL SIGN:</b>	
<b>AGENT:</b>		<b>AGENT'S ADDRESS:</b>		<b>IMO NUMBER:</b>	
<b><u>24-HOURS PHONE:</u></b>		<b><u>AGENT'S EMAIL</u></b>		<b>SURVEYORS</b>	
<b>GRT:</b>	<b>CARGO:</b>	<b>M/TONS TO DISCHARGE/LOAD:</b>		<b>ARRIVAL DATE:</b>	
<b>ARRIVAL DRAFT:</b>	<b>SAILING DRAFT:</b>	<b>LENGTH:</b>	<b>BEAM:</b>	<b>HOLDS/HATCHES:</b>	

Berth application is hereby made on behalf of the Vessel described above. This Application for Berth is made in strict compliance with the CF Industries Donaldsonville Nitrogen Complex Dock Tariff dated February 1, 2025 (hereinafter, in this Application for Berth, the "CF Industries Dock Tariff"), including all terms, definitions, conditions, appendices and attachments of the CF Industries Dock Tariff, which are incorporated herein by reference and made a part of this Application for Berth as if set forth herein in full, and which can be accessed online in full via the following webpage address: (<https://www.cfindustries.com/policies>).

Unless expressly indicated otherwise, the term "Vessel" as used in this Application for Berth shall be the Vessel as defined in Sub-section I(C) of the CF Industries Dock Tariff, and for certainty shall specifically include the Vessel, her owners, operators, managers, charterers (of any level), master and/or agents.

Applicant certifies it has received all sections of the CF Industries Dock Tariff. Applicant hereby agrees to the terms and conditions of the CF Industries Dock Tariff (including without limitation Section VIII - the Indemnity, Risk Allocation, Pollution and Insurance provision thereof) as a condition precedent to, and in consideration of, any agreement between CF Industries and the Vessel for the docking of the Vessel at the CF Industries Donaldsonville Terminal docks.

I certify that I am duly authorized to execute and submit this Application for Berth on behalf of the Vessel specified above and bind the Vessel to the terms of the CF Industries Dock Tariff, subject to all terms and conditions of this Application for Berth and of the CF Industries Dock Tariff, the legally binding effect of both of which is duly acknowledged and fully understood.

<b>REQUESTED AND AGREED BY:</b>	<b>TITLE:</b>	<b>SIGNATURE:</b>
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**\*\* This application must be submitted to CF Industries, Hwy. 3089, Donaldsonville, LA 70346.**



## **APPENDIX "C"**

**Dock Specifications**  
**River Mile 173.5 Dock and River Mile 173.7 Dock**  
**(See also attached photograph)**  
for  
CF Industries Donaldsonville Nitrogen Complex  
Highway 3089  
Donaldsonville, Louisiana 70346  
**(Effective February 1, 2025)**

### **DOCK 101 (AMMONIA and UAN)**

- DOCK LENGTH – 550 FEET (167.63 METERS)
- MAX DRAFT – 40 FEET (12.19 METERS) (ASSUMES ZERO RIVER STAGE AT DONALDSONVILLE)
- UAN HOSE CONNECTION 8"
- AMMONIA ARM CONNECTION 10"
- LOAD RATE AMMONIA 500 SHORT TONS/HOUR (450 METRIC TONS)
- LOAD RATE UAN 725 SHORT TONS/HOUR (800 TONS/HOUR METRIC)

### **DOCK 102 (UREA)**

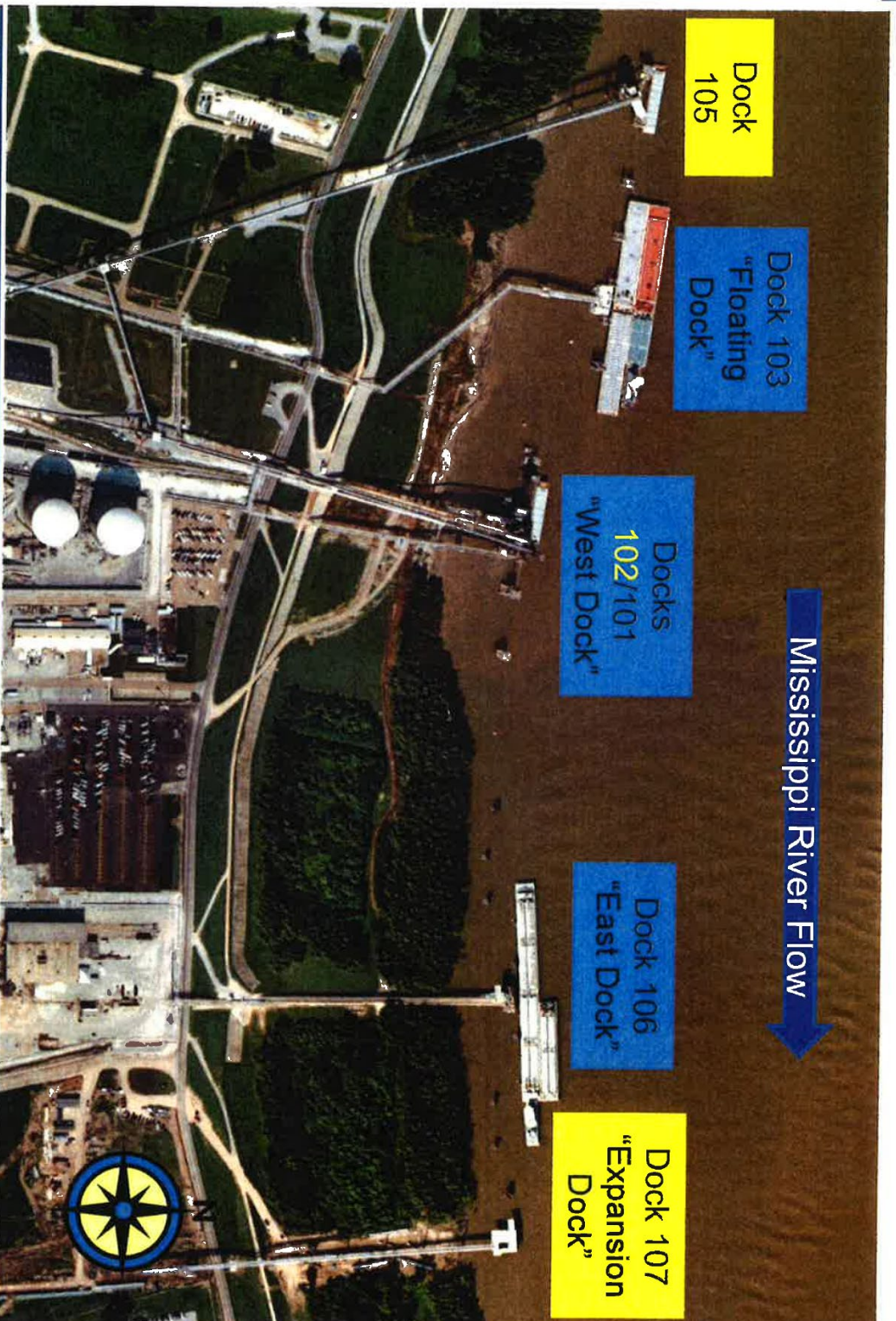
- DOCK LENGTH 550 FEET (167.63 METERS)
- MAX DRAFT 40 FEET (12.19 METERS) (ASSUMES ZERO RIVER STAGE AT DONALDSONVILLE)
- MAX VESSEL WIDTH (UREA VESSELS) 110 FEET (33.53 METERS)
- LOAD RATE 300 SHORT TONS/HOUR

### **DOCK 106 (AMMONIA AND UAN)**

- DOCK LENGTH 789 FEET (240.48 METERS)
- MAX DRAFT 40 FEET (12.19 METERS) (ASSUMES ZERO RIVER STAGE AT DONALDSONVILLE)
- UAN ARM CONNECTION 10"
- AMMONIA VESSEL CONNECTION 12"
- AMMONIA BARGE CONNECTION 8"
- LOAD RATE AMMONIA 500 SHORT TONS/HOUR (450 METRIC TONS)
- LOAD RATE UAN 725 SHORT TONS/HOUR (800 TONS/HOUR METRIC)

**\*\* DISCLAIMER:** The foregoing represents general information only, is subject to change without prior notice and is subject to specific agreement on a per Vessel basis. Circumstances, including without limitation variable river conditions, existing dock conditions and Vessel particulars, may cause the foregoing information to change. Please contact the Terminal to determine prevailing conditions and other current information. Vessels shall be solely responsible for ensuring compatibility in all respects with existing dock, berth and river conditions.

# Donaldsonville – CF Docks



## **APPENDIX “D”**

### **Customary Anchorages for the CF Industries Donaldsonville Terminal**

CF Industries Donaldsonville Nitrogen Complex

Highway 3089

Donaldsonville, Louisiana 70346

**(Effective February 1, 2025)**

Unless otherwise agreed, the customary anchorage for Vessels scheduled to call at the CF Industries Donaldsonville Terminal is the Burnside Anchorage, located at Mile Marker 165.0 through 167.0 AHP.

If space at Burnside Anchorage is not available, the closest available of the customary anchorages for the Terminal should be utilized, per the following list:

- Belmont Anchorage Mile Marker 152.9 through 154.0 AHP
- Grandview Anchorage Mile Marker 146.4 through 148.8 AHP
- LaPlace Anchorage Mile Marker 134.7 through 135.4 AHP
- Bonnet Carre Anchorage Mile Marker 127.3 through 128.8 AHP
- Ama Anchorage Mile Marker 115.5 through 117.6 AHP
- Kenner Bend Anchorage Mile Marker 113.3 through 115.6 AHP
- New Orleans General Anchorage Mile Marker 90.1 through 90.6 AHP
- Nine Mile Anchorage Mile Marker 82.7 through 85.0 AHP
- Twelve Mile Anchorage Mile Marker 78.6 through 80.8 AHP