



TERMINAL RULES AND REGULATIONS

Corpus Christi Marine Terminal (Avery Point)

Port of Corpus Christi Oil Docks 3, 4, 7, 11

Cantwell Ln.

Corpus Christi, Texas 78402

Rev. NOV/2023



TABLE OF CONTENTS

Section 1 – Introduction & General Terms and Conditions of Use	4
<i>INTRODUCTION</i>	4
<i>GENERAL INFORMATION.....</i>	4
<i>ACCESS</i>	6
<i>SAFE BERTH.....</i>	6
<i>VESSEL WARRANTIES.....</i>	6
<i>REMEDIES FOR ENFORCEMENT OF TERMINAL RULES AND REGULATIONS.....</i>	7
<i>LIMITATIONS.....</i>	7
<i>COMPLIANCE WITH LAWS AND REGULATIONS.....</i>	7
<i>VESSEL AND USER LIABILITY; RESPONSIBILITY AND INDEMNIFICATION.....</i>	7
<i>VESSEL AND USER INSURANCE.....</i>	8
<i>GOVERNING LAW, JURISDICTION AND VENUE.....</i>	10
<i>CHANGES AND INTERPRETATION</i>	11
<i>SEVERABILITY.....</i>	11
<i>ASSIGNMENT</i>	11
<i>NOTICES</i>	11
<i>KEY CONTACTS.....</i>	12
Section 2 – Dock & Mooring Information	13
<i>DOCK INFORMATION.....</i>	14
<i>CARGO TRANSFER FACILITIES.....</i>	16
<i>PRODUCTS HANDLED</i>	16
Section 3 – Application for Berth & Vessel Communications.....	19
<i>SCHEDULING.....</i>	19
<i>PRE-ARRIVAL QUESTIONNAIRE.....</i>	19
<i>COMMUNICATIONS WHILE AT THE BERTH.....</i>	19
Section 4 – Vessel Operations	20
<i>PRE-ARRIVAL INSPECTIONS.....</i>	20
<i>MINIMUM MOORING REQUIREMENTS AND ARRANGEMENTS</i>	20

<i>MOORING ARRANGEMENTS WITH MULTIPLE VESSELS</i>	21
<i>DOCKING MANEUVERS AND APPROACH SPEEDS</i>	22
<i>GANGWAYS</i>	22
<i>GARBAGE AND SLOPS DISPOSAL PROCEDURES</i>	23
<i>BUNKERING AND BARGES ALONGSIDE</i>	23
<u>Section 5 – Emergency Procedures</u>	24
<i>INCIDENT NOTIFICATION</i>	24
<i>GENERAL EMERGENCY PROCEDURES</i>	24
<i>EMERGENCY CONDITIONS</i>	24
<i>PROCEDURE FOR OIL SPILL</i>	25
<i>PROCEDURE FOR FIRE ON VESSEL</i>	25
<i>PROCEDURE FOR FIRE ON DOCK OR NEARBY VESSEL</i>	26
<i>PROCEDURE FOR COLLISION/DAMAGE TO THE DOCK</i>	26
<i>PROCEDURE FOR MEDICAL EMERGENCY</i>	26
<i>VESSEL FIRE FIGHTING EQUIPMENT</i>	26
<i>TERMINAL FIRE FIGHTING EQUIPMENT</i>	26
<i>PRIMARY EVACUATION ROUTE</i>	27
<u>Section 6 – Safety, Security, & Environmental</u>	27
<i>REGULATIONS & REQUIREMENTS</i>	27
<i>PPE REQUIREMENTS</i>	28
<i>TERMINAL ACCESS/CREW TO SHORE</i>	29
<i>VESSEL/TERMINAL SECURITY INTERFACE (DECLARATION OF SECURITY)</i>	29
<i>REQUIREMENTS FOR ENTRANCE TO THE TERMINAL</i>	29
<i>DRUG, ALCOHOL, FIREARMS POLICY</i>	30
<i>SMOKING</i>	30
<i>PORTABLE ELECTRONIC EQUIPMENT AND OPEN LIGHTS</i>	31
<i>REPAIRS AND MAINTENANCE WHILE ALONGSIDE TERMINAL</i>	31
<i>PROVISIONS, STORES, AND OTHER CRAFT ALONGSIDE</i>	31
<i>SAFETY DATA SHEETS</i>	32
<u>Section 7 – Terminal Operational Information</u>	32
<i>PRE-TRANSFER CONFERENCE</i>	32

DECLARATION OF INSPECTION (DOI) and SHIP SHORE SAFETY CHECKLIST (SSSCL)	32
BALLASTING	33
CARGO TRANSFER OPERATIONS	33
CRUDE OIL WASHING (COW) OPERATIONS	33
MARINE VAPOR CONTROL SYSTEM	33
WIND	34
LIGHTNING	34
FREEZING	35
TANK CLEANING AND TANK ENTRY	35
INERT GAS SYSTEMS (IF FITTED)	35
SURVEYORS/SAMPLING AND GAUGING	35
POLLUTION PREVENTION	35
PREPARING TO TRANSFER CARGO	36
TRANSFERRING OF CARGO	37
CARGO TRANSFER COMPLETION	37
PRE-DEPARTURE INSPECTION	38
EMERGENCY SHUTDOWN OPERATIONS	38
RESPONSE TO AN ACTUAL OR THREATENED POLLUTION EVENT	38

Appendices

Appendix A – Pre-Arrival Questionnaire

Appendix B – Available Mooring Arrangements

Section 1 – Introduction & General Terms and Conditions of Use

WELCOME TO CORPUS CHRISTI, TEXAS

INTRODUCTION

These Terminal Rules and Regulations (the “Rules and Regulations”) are addressed and shall apply to all Masters, owners, operators, and agents of all ocean-going vessels, inland towing vessels, barges, and all other vessels, as applicable (collectively, “Vessels,” or singularly, the “Vessel”), and any contractors or sub-contractors thereof, calling at or otherwise doing Magellan Terminals Holdings, L.P. (MAGELLAN) business at the Avery Point public oil docks in Corpus Christi, Texas (the “Terminal”), as described in these Rules and Regulations. Any such individual, entity, or Vessel, along with the employees, contractors, subcontractors, representatives, agents, or assigns thereof, calling or otherwise doing business at the Terminal is sometimes referred to herein as a “User,” except that the term “User,” for purposes of these Rules and Regulations, shall not include any customer, individual, or entity that has entered into and remains a signatory and contractual counterparty to a Terminalling Agreement with MAGELLAN, as that term is defined below.

Use of the Terminal constitutes conclusive evidence of an agreement on the part of the User to accept and be covered and bound by these Rules and Regulations. Magellan Terminals Holdings, L.P. reserves all rights and remedies that it may have for non-compliance by any Vessel, or any other party, with any of the provisions set forth in these Rules and Regulations. For purposes of these Rules and Regulations, Magellan Terminals Holdings, L.P. together with its affiliates and their respective officers, directors, employees, agents, subcontractors, contractors, assigns, and invitees are referred to, collectively, as “MAGELLAN.”

Notwithstanding anything to the contrary herein, the rights of any User to utilize the Terminal shall be subject to the prior approval of MAGELLAN and the Port of Corpus Christi Authority (POCCA), which reserves the right to deny access and/or use of the Terminal and/or to provide any services solely at its discretion, including during changes in the applicable maritime security level, river or water conditions, other weather events, or other emergencies.

GENERAL INFORMATION

The Magellan Terminal Office is located at the following physical address:

**15 N Country Club Place
Corpus Christi, Texas 78407**

The Avery Point Docks are located at the following approximate GPS coordinates:

27° 49' 20"N / 097° 26' 08"W

Notwithstanding anything to the contrary herein, the Avery Point Oil Docks 3, 4, 7, and 11, are public docks owned, managed, and scheduled by the Port of Corpus Christi Authority, and these rules and regulations are in addition to any that are established by the Port of Corpus Christi Authority.

MAGELLAN is not a marine terminal operator as defined by the Shipping Act of 1984, as amended. Common

carriers by water (such as liners), as defined by the Shipping Act of 1984, as amended, will not be accepted for loading or unloading at the Terminal. Only Vessels engaged in private or contract carriage pursuant to private commercial arrangements will be accepted by MAGELLAN for berthing at the Terminal.

Any Vessel calling at the Terminal is responsible for: (a) the condition of the Vessel, (b) the safe conduct of all operations onboard the Vessel, (c) compliance with all federal, state, and local laws, rules, and regulations, and (d) compliance with all rules and regulations contained within these Rules and Regulations.

WHILE MAGELLAN BELIEVES THAT THE DATA AND INFORMATION HEREIN IS ACCURATE AT THE TIME OF ISSUANCE, AND THAT THE RULES AND REGULATIONS CITED ARE COMPLETE, MAGELLAN MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE VALIDITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THESE RULES AND REGULATIONS. IT IS THE RESPONSIBILITY OF THE USER TO BE FAMILIAR WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

Vessels calling at the Terminal are required to maintain a copy of these Rules and Regulations on board in a readily accessible manner. These Rules and Regulations are the property of MAGELLAN and shall not be duplicated without the written authorization of MAGELLAN.

This information shall not relieve any Vessel or User of the responsibility to safely dock, moor, and sail the Vessel and to use whatever assistance over and above these requirements that may be necessary. This information does, however, represent the minimum requirements for the Terminal. Dock personnel will have authority in seeing that these requirements are met.

Any Vessel or User, while at the Terminal, shall have adequate knowledge of these Rules and Regulations, as well as all applicable local, state, and federal regulations as they pertain to ship-to-shore transfers, and ensure that all crew members, vendors, line handlers, as well as contractors and visitors are fully informed of these requirements. Vessels that do not comply with these Rules and Regulations may not be permitted to dock or may be asked by MAGELLAN to immediately disconnect and leave the Terminal.

The owner and/or the operator of the Vessel, as well as the Master of each Vessel using the Terminal, is responsible for the condition of that Vessel, and the Master shall be responsible for the safe and business-like conduct of personnel and operations onboard the Vessel while alongside the Terminal.

The Terminal takes no responsibility for the condition of any Vessel alongside the Terminal, whether inspected or not, nor does the Terminal take any responsibility for the safe conduct of operations onboard the Vessel.

If the Vessel is boarded by the U.S. Coast Guard and does not pass inspection or is found to be unfit to transfer product, the Vessel may be asked to leave the Terminal. This also applies to all other government agency regulations such as U.S. Customs and Border Protection. The Terminal also reserves the right to cease operations and ask the Vessel to leave the Terminal for any reason whatsoever.

It is the responsibility of the shipping company and/or the Vessel to contact the Terminal, either directly or through an agent, should the Vessel be in non-compliance with any federal, state, or local laws, rules, or

regulations, or with any part of these Rules and Regulations. The shipping company and/or the Vessel must ensure that any conflict is resolved before the Vessel's arrival at the Terminal.

ACCESS

User may access the Terminal only to load and discharge petroleum products and any applicable NLS cargoes, only at such times as authorized in advance by MAGELLAN and the Port of Corpus Christi Authority. User shall comply with all of MAGELLAN's rules and regulations, including but not limited to those set forth herein, in order to access to the Terminal as well as rules set forth by the Port of Corpus Christi. User and any of User's employees, agents, contractors, subcontractors, invitees, or other representatives seeking access to the Terminal should have, and will produce to MAGELLAN upon request, valid proof of applicable credentials, licenses, or certificates as may be required by law and a current and valid Transportation Worker Identification Credential (TWIC) issued by the Transportation Security Administration in order to access the Terminal. If any such person or persons listed above do not have a TWIC, they are required to be accompanied by an individual who holds a valid TWIC in order to access the Terminal and at all times while said person or persons are within the Terminal. At the time of scheduling access to the Terminal, User shall provide the Port of Corpus Christi Port Police with a list that identifies any and all representatives of User that plan to enter or exit the Vessel at the Terminal. Vessel and User agree that MAGELLAN shall not be responsible or liable for safe access to the Terminal.

SAFE BERTH

The Vessel shall be solely responsible for determining if the depth of water (at any tide or water stage) at the Terminal is sufficient for the Vessel to navigate, berth, and/or load at the Terminal under any and all circumstances, with MAGELLAN having no responsibility whatsoever therefor. Vessel and User agree that MAGELLAN shall not be deemed to guarantee or warrant the safety, depth, or suitability of any berths, public channels, fairways, approaches thereto, anchorages, or other publicly operated or maintained areas, either inside or outside the area in which the Terminal operates, where the Vessel may be directed, including but not limited to the port area where any Vessel may operate, nor does MAGELLAN warrant or guarantee the absence of underwater hazards or obstructions in these waters. Vessel and User agree that MAGELLAN shall not be responsible or liable for any loss, damage, expense, injury, or delay to the Vessel resulting from the use of such public waterways. Furthermore, Vessel and User agree that MAGELLAN shall not be deemed to and does not warrant the safety and security of the Terminal. Vessel and User agree that MAGELLAN shall not be responsible or liable for ensuring or providing a safe berth at the Terminal.

VESSEL WARRANTIES

User warrants the seaworthiness of each Vessel to which MAGELLAN provides services, including the Vessel's equipment, gear, machinery, and/or appurtenances, and User warrants that each such Vessel is, and will be, compliant with its respective Flag State requirements, classification society rules, regulations, and certificates. User warrants safe access on and off each such Vessel for MAGELLAN and MAGELLAN's employees, agents, representatives, invitees, contractors, and subcontractors as well as safe working conditions while such personnel are on any such Vessel.

REMEDIES FOR ENFORCEMENT OF TERMINAL RULES AND REGULATIONS

MAGELLAN shall have all remedies available to it at law, in equity, or in admiralty to enforce these Rules and Regulations, including, but not limited to, suspending Terminal operations and/or the provision of services hereunder. MAGELLAN shall also have all remedies available at law, in equity, and/or in admiralty available to it to collect all fees, charges, and/or damages due hereunder, including, but not limited to, the remedy to assert and enforce liens against the Vessel or its cargo for such fees, charges, and/or damages. In the event MAGELLAN engages counsel to enforce any provision of the rules, regulations, terms, or provisions set forth herein, MAGELLAN shall be entitled to recover its expenses incurred in such proceedings, including but not limited to any and all attorneys' fees and costs.

INDEPENDENT CONTRACTOR

User acknowledges and agrees that MAGELLAN's performance of any services is as an independent contractor. Under no circumstances shall MAGELLAN or any of its employees, agents, contractors, or subcontractors be considered an employee or agent of User.

LIMITATIONS

MAGELLAN may exclude any User from the Terminal who, in MAGELLAN's discretion or in the Port of Corpus Christi Authority's discretion, poses a risk to persons, property, or the environment.

COMPLIANCE WITH LAWS AND REGULATIONS

Prior to coming into the Terminal, all Vessels and Users shall have fully complied with all applicable U.S. Coast Guard regulations and all applicable local, state, and federal laws and regulations in effect while the Vessel is at the Terminal, and including but not limited to any U.S. Coast Guard approved Facility Security Plan (FSP). In no event shall loading or unloading of a Vessel occur until such time as the Vessel has been cleared by U.S. Customs, as applicable. If any Vessel fails to comply with all such laws and regulations, MAGELLAN may order the Vessel to vacate its berth at the Terminal. If the Vessel does not vacate its berth when so ordered (whether by MAGELLAN and/or any governmental authority), the Vessel will be liable for all costs and expenses, including, but not limited to, attorneys' fees and costs, in connection with the moving of the Vessel and the enforcement of MAGELLAN's rights hereunder, which costs and expenses shall be for the account of and the full risk of the Vessel and/or User, as applicable.

MAGELLAN may report any act by a Vessel or User that is suspected to be a violation of any laws or regulations to the appropriate governmental authority.

Reference the most recent edition of the 'Tariff' as published by the Port of Corpus Christi Authority, for additional information concerning local rules and regulations.

VESSEL AND USER LIABILITY; RESPONSIBILITY AND INDEMNIFICATION

VESSEL AND USER AGREE THAT MAGELLAN SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CARGO OR VESSELS CALLING UPON AND/OR UTILIZING THE TERMINAL. MAGELLAN WILL RECEIVE, LOAD, UNLOAD, TRANSFER, HANDLE, OR DELIVER CARGO IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH HEREIN. VESSEL AND USER AGREE THAT, IN PROVIDING SERVICES HEREUNDER, MAGELLAN SHALL

NOT BE RESPONSIBLE FOR ANY DEMURRAGE OR OTHER DAMAGES FOR ANY LOSS OF TIME, DELAY, DEMURRAGE, OR ANY OTHER DAMAGES INCURRED BY ANY VESSELS OR USER, FOR ANY CAUSE WHATSOEVER. VESSELS OR USER SHALL COMPLY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS.

VESSEL AND USER HEREBY AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS MAGELLAN AND ALL PERSONS, FIRMS, OR OTHER ENTITIES THAT MAY MANAGE, OWN OR CONTROL THE OPERATIONS OF SAID TERMINAL, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND THE INSURERS OF ALL (HEREAFTER THE "MAGELLAN INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, DAMAGES, LIABILITIES OR EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES, IN CONNECTION WITH THE LOSS OF LIFE, ILLNESS, BODILY INJURY, DISEASE, OR ANY OTHER INJURY OF ANY TYPE WHATSOEVER, INVOLVING A VESSEL OR USER, AND IN CONNECTION WITH DAMAGE, CONTAMINATION, OR LOSS OF PROPERTY OF A VESSEL OR USER, INCLUDING THE VESSEL'S OR USER'S CARGO, PRODUCT, OR EQUIPMENT, ARISING OUT OF OR RELATED TO THEIR USE OF THE TERMINAL, SAFE BERTH OR DEMURRAGE, AND WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE MAGELLAN INDEMNITEES OR THE UNSEAWORTHINESS OF ANY VESSEL.

VESSEL AND USER AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE MAGELLAN INDEMNITEES FROM, BUT NOT LIMITED TO, LOSSES, PENALTIES, FINES, CLEAN-UP COSTS, NATURAL RESOURCE DAMAGE, REMEDIATION COSTS, REMOVAL COSTS, DEMURRAGE, ADMINISTRATIVE COSTS, AND ANY AND ALL OTHER COSTS AND LIABILITIES THAT ARISE, DIRECTLY OR INDIRECTLY, FROM POLLUTION CAUSED OR THREATENED BY A VESSEL OR USER, OR THE MASTER OR CREW OF A VESSEL, WHETHER (A) IN LOADING OR UNLOADING CARGO, (B) IN THE OPERATION OR MANAGEMENT OF A VESSEL, OR (C) FROM A SPILL OR DISCHARGE INTO THE AIR OR UPON LAND OR THE NAVIGABLE WATERS OF THE UNITED STATES OF THE CARGO, FUEL, OR ANY POLLUTANT OF OR FROM A VESSEL OR OF ANY OTHER PARTY AT ANY TIME WHILE SAID CARGO, FUEL, OR POLLUTANT IS ON BOARD A VESSEL OR WHEN SAID CARGO, FUEL, OR POLLUTANT IS WITHIN THE CARE, CUSTODY, OR CONTROL OF A VESSEL OR THOSE FOR WHOM A VESSEL IS RESPONSIBLE, AND, IN THE CASE OF ANY OF (A), (B), OR (C), WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE MAGELLAN INDEMNITEES OR THE UNSEAWORTHINESS OF ANY VESSEL.

THE INDEMNITIES HEREIN SHALL SURVIVE INDEFINITELY.

VESSEL AND USER INSURANCE

a. Vessel or User, as applicable, shall obtain at its sole cost and expense and shall carry and maintain in full force and effect, and cause any Vessel owned, chartered, or operated by the User and used in the transfer, loading, or unloading of the Vessel at the Terminal to obtain and maintain insurance coverages with insurance companies rated not less than A-, IX by A.M. Best or otherwise reasonably satisfactory to MAGELLAN in the following types and amounts:

- i. 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.

- ii. Protection and Indemnity (“P&I”) Insurance provided through any combination of (i) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (ii) policy(ies) with a commercial insurance company(ies) or underwriters/syndicate(s) acceptable to MAGELLAN with terms no less broad than those customarily carried by similar marine carriers, with the “as owner” clause deleted, with limits of not less than ten million (\$10,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of Master, mates, and crew; tower’s liability for tugs, excess collision liability; cargo legal liability; pollution liability; and contractual liability. In addition, any towboat or tug utilizing the Terminal shall carry tower’s liability insurance.
- iii. 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 MAGELLAN with limits of not less than two hundred million (\$200,000,000) per occurrence or the maximum amount required under the Oil Pollution Act of 1990 (“OPA90”) and any amendments thereto, whichever is greater, covering any and all environmental risks, penalties, action or otherwise and equivalent to that coverage provided by Lloyd’s of London Pollution Policy/Environmental Pollution Group. COFRs shall also be maintained on all Vessels loading or unloading at the Terminal.
- iv. All risk cargo insurance, in an amount not less than one hundred and ten percent (110%) of the fair market value of the cargo.
- v. Workers’ Compensation and Employer’s Liability Insurance, with United States Longshore and Harbor Workers Compensation Act endorsement and with the maritime endorsement, with minimum limits as required by federal or state law.
- vi. Commercial General Liability Insurance, including contractual liability cover, with any “watercraft exclusion” being deleted, and 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.
- vii. Excess Liability or Bumbershoot Liability Insurance with limits of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate providing additional limits of insurance of the coverage described above.
- viii. Any additional insurance coverages required by state or federal law.

b. User will provide MAGELLAN, upon request, with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release, or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements. The insurance coverage required under these Rules and Regulations shall cover the User’s liabilities and obligations as set forth herein and shall be endorsed to (i) contain waivers of subrogation rights against the MAGELLAN Indemnitees (as that term is defined above), (ii) name the MAGELLAN Indemnitees (as that term is defined above) as additional insureds (except the Workers’

Compensation Policy); (iii) provide that such insurance is primary with respect to all insureds and that the MAGELLAN Indemnitees' (as that term is defined above) insurance shall be noncontributing under any and all circumstances; and (iv) shall be applicable to cover the risks and obligations of the parties hereunder.

c. The insurance requirements set forth herein shall not in any way limit any User's or Vessel's legal and/or contractual obligations and liabilities under any customer contract or these Rules and Regulations, and insurance coverages need not be exhausted prior to the application and enforcement of any indemnity clause hereunder. The insurance coverages required hereunder will be maintained by each primary named insured at its sole cost and expense at all times during the term of any customer contract including any premiums, deductibles, and self-insured retentions. If liability for loss or damage is denied by the insurer(s) of a User or Vessel, in whole or in part, because of (i) breach of any policy for the insurance coverages required hereunder, (ii) failure to obtain or maintain any of the insurance coverages required hereunder, or (iii) any other breach of these Rules and Regulations or the User's and/or Vessel's contract of insurance with its carrier, **VESSEL OR USER, AS APPLICABLE, SHALL RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS MAGELLAN INDEMNITEES AGAINST ALL CLAIMS AS SET FORTH ABOVE.**

GOVERNING LAW, JURISDICTION AND VENUE

These Rules and Regulations shall be governed, construed, and enforced in accordance with the General Maritime Law of the United States. To the extent the General Maritime Law is not applicable, the laws of the State of Texas shall apply without regard to its conflicts of laws provisions. For any action for the enforcement of these Rules and Regulations, Vessel and User hereby agree exclusively to the jurisdiction and venue of the United States District Court for the Southern District of Texas, and waive their rights to bring an action, claim, or suit in any other forum or venue.

FORCE MAJEURE

In the event that MAGELLAN is rendered unable, wholly or in part, by reason of Force Majeure, as defined below, to carry out its obligations under these Rules and Regulations, it is agreed that MAGELLAN's obligations under these Rules and Regulations, if any, shall be suspended to the extent of and during the continuance of any inability so caused, but for no longer period. Vessel and User agree that MAGELLAN shall not be liable for demurrage or any other charges incurred by a Vessel or User during a Force Majeure event.

For purposes of these Rules and Regulations, "Force Majeure" means any act, event, or circumstance at the Terminal or that effects MAGELLAN's ability to provide services at the Terminal, whether of the kind described herein or otherwise, that is not reasonably within the control, does not result from the negligence of, and would not have been avoided or overcome by any exercise of reasonable diligence by MAGELLAN, and that prevents or delays in whole or in part MAGELLAN's compliance with or performance of any one or more of its obligations under these Rules and Regulations, and may include without limitation the following: acts of God, acts of natural phenomena, landslides, subsidence, severe lightning, earthquakes, volcanic eruptions, fires, tornadoes, hurricanes, storms, floods or high water, washouts, tidal waves or tsunamis, or any named weather or storm event; acts of terrorism or war; cyber-attacks; strikes, lockouts or labor disputes; orders, rules, regulations, restrictions, or laws of any governmental authority having or asserting jurisdiction; expropriation, requisition, confiscation, or nationalization of the Terminal; epidemics, quarantine, or private or public health emergencies,

including but not limited to an occurrence or imminent threat of an illness or health condition regardless of whether or not of a novel or previously controlled or eradicated infectious agent or biological toxin; inability to procure material, equipment, or necessary labor for the Terminal; inability to obtain, or suspension, termination, adverse modification, interruption, or inability to renew, any servitude, right of way permit, license, lease, consent, authorization, or approval of any governmental body having or asserting jurisdiction; breakdown or destruction of the Terminal docks, pipelines, machinery, or equipment; electrical failure at the Terminal; or closures or restrictions imposed on the port or public channels (including fog restrictions) by the U.S. Coast Guard or other governmental authority having or asserting jurisdiction over the Terminal.

CHANGES AND INTERPRETATION

These Rules and Regulations are subject to change without prior notice in MAGELLAN's sole discretion. MAGELLAN shall be the sole judge as to the interpretation and application of these Rules and Regulations.

SEVERABILITY

If any provision of these Rules and Regulations is partially or completely unenforceable pursuant to law, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any provision is so deleted, then the remaining provisions will remain in full force and effect.

ASSIGNMENT

User may not assign these Rules and Regulations, or any contract entered into by and between User and MAGELLAN, without the prior written consent of MAGELLAN. Any purported assignment in violation of this provision will be void. MAGELLAN may freely assign these Rules and Regulations, and/or any contract entered into with User, without obtaining the prior written consent of User.

NOTICES

Any notice made pursuant to these Rules and Regulations shall be made orally with written confirmation by email transmission, confirmed by read receipt or email reply, to the Terminal's Area Supervisor and/or Operations Supervisor at the email address(es) set forth below.

KEY CONTACTS

Marine Logistics

Telephone: 361-903-1119

Telephone: 361-903-1118

Telephone: 361-903-1146

Email: CorpusTraffic@oneok.com

Operations Supervisor / Lead Operator on Duty

Telephone: 361-903-1104

Email: CorpusTerminalOps@oneok.com

Port of Corpus Christi / Harbormaster's Office

Telephone: 361-882-1773 / 1774

VHF: 12 or 16

Call Sign: KKQ796 HARBOR

Port of Corpus Christi Port Police (Security)

Telephone: 361-882-1182

E-mail: portpolice@pocca.com

External Contact Information

Environmental Protection Agency – Region 6

Telephone: 866-372-7745

U.S. Coast Guard Sector Corpus Christi

Telephone: 361-939-6393

homeport.uscg.mil/port-directory/corpus-christi

U.S Coast Guard National Response Center

Telephone: 1-800-424-8802

Texas General Land Office

Telephone: 1-800-832-8224

Corpus Christi Area Spill Control Association

Telephone: 361-882-2656

Terminal Supervision

Ronny Keiser – Area Supervisor

Office: 361-903-1110

Mobile: 203-500-2728

Email: Ronny.Keiser@oneok.com

Terminal Rules and Regulations

Email: MarineVetting@oneok.com

Aransas-Corpus Christi (ACC) Pilots

Telephone: 361-888-6230

dispatch@accpilots.com or ops@accpilots.com

VHF: 12

Nueces County Sheriff Department

Telephone: 361-886-2615 or **911**

Corpus Christi Police Department

Telephone: 361-886-2600 or **911**

Refinery Terminal Fire Co (RTFC)

Telephone: 361-882-7801

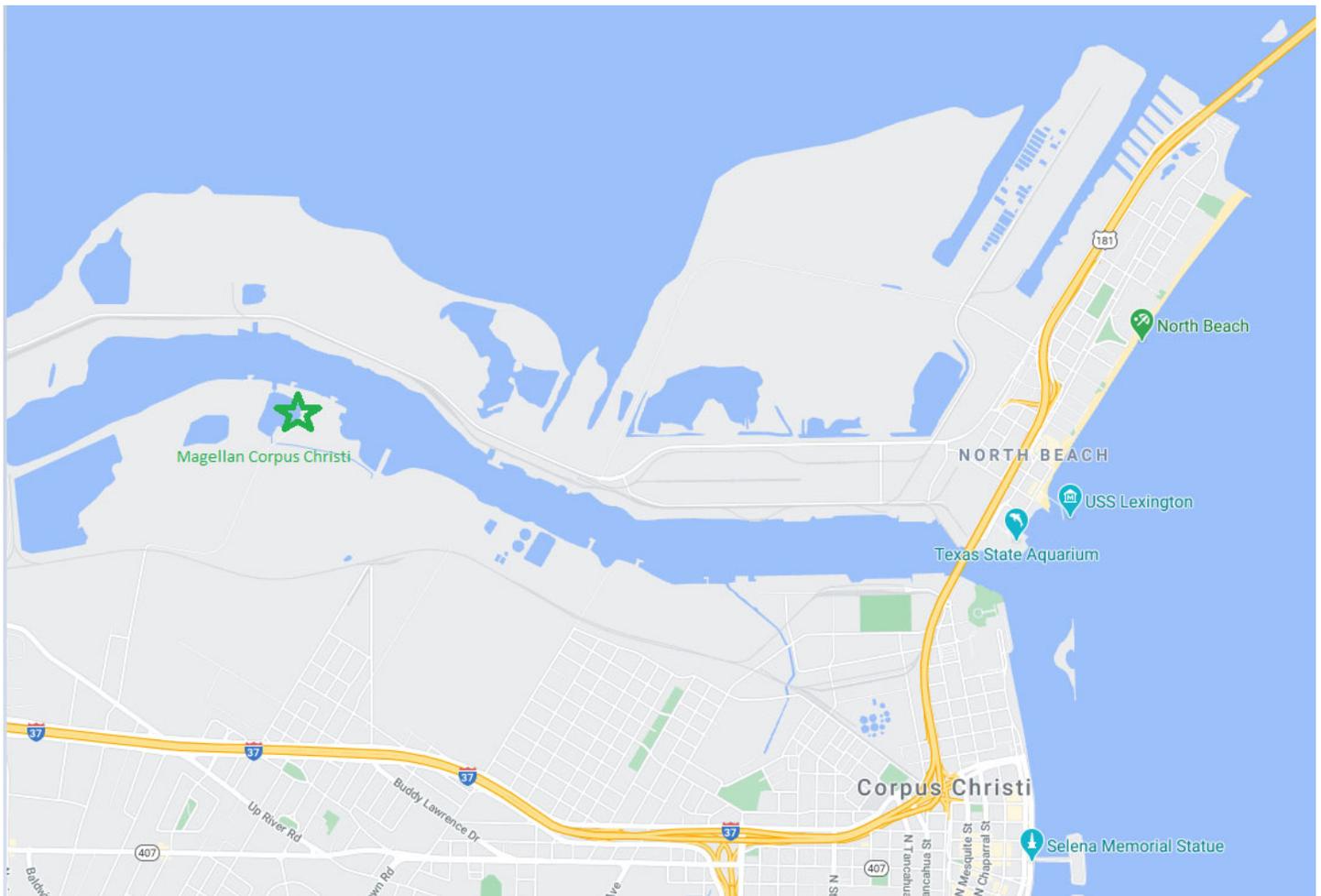
Corpus Christi Fire Department

Telephone: 361-826-3900

Section 2 – Dock & Mooring Information

The Terminal is located at Avery Point along the Corpus Christi Ship Channel (Tule Lake Channel), on the south side just west of the Avery Point Turning Basin. Comprised of Oil Docks 3, 4, 7, and 11 that are owned by the Port of Corpus Christi Authority, the docks are shared by Magellan, Citgo, and Valero. The Terminal facility consists of 59 above ground storage tanks having approximately 5.5 million barrels of crude and condensate storage, providing transshipment connections for motor carriers, pipeline, and marine.

Corpus Christi, Texas is in the US Central time zone (CST), which is GMT (-6) hours. Daylight Savings Time is in effect during such time periods as established by the federal government. The Corpus Christi Ship Channel is maintained at a controlling depth of 47 feet with widening projects underway.



DOCK INFORMATION

	Oil Dock 4		Oil Dock 7		Oil Dock 11	
*Depth	Refer to the most up-to-date POCCA hydrographic surveys					
Mean Tidal Range	0.18 M / 0.58 FT					
**MAX LOA	304.8 M / 1,000 FT					
MAX Beam	48.76 M / 160 FT					
MIN Parallel Mid Body Length	62.5 M	205 FT	63.72 M	209 FT	80.77 M	265 FT
***MAX BCM	144.78 M +	475 FT +	164.6 M	540 FT	96.93 M +	318 FT +
***MAX SCM	99.19 M +	325.4 FT +	165.12 M	541.75 FT	193.7 M	635.5 FT
****MAX DWT	150,000 MT					
Dock Elev. above MLT	4.5 M	14.9 FT	4.9 M	16 FT	4.45 M	14.6 FT
MAX height of vsl manifold above waterline	18.28 M / 60 FT					
MIN distance rail to manifold	0.91 M / 3 FT					
MIN Under Keel Clearance	0.61 M / 2 FT					
Overhead Clearance	42 M / 138 FT – US-181 Harbor Bridge (Construction ongoing for a new bridge span)					
MAX Approach Speed	As determined by Aransas-Corpus Christi Pilots					
MAX Approach Angle	As determined by Aransas-Corpus Christi Pilots					
MAX wind speed allowed during transfer	40 mph / 35 kts / 64.8 kmh					
Water Density	Brackish					
Bottom	Mud and Sand					
Potable Water	Not Available					
Garbage & Slops Reception	Only with prior arrangements via ship agent					
Notes	<p>*Magellan does not guarantee an actual design depth of water; dredging, soundings, and max allowable drafts are maintained by the Port of Corpus Christi. Reference public dock soundings for additional information, located on https://portofcc.com/capabilities/hydrographic_surveys/</p> <p>**Restrictions apply:</p> <ol style="list-style-type: none"> 1. Max LOA vessels may only berth when adjacent docks are not fully utilized. 2. If vessels of up to and above 850 FT are berthed at two adjacent docks, ACC Pilots will require the following parameters: Max Combined LOA for any two adjacent docks: 1575 FT Max Combined LOA for all three docks (OD4, OD7, OD11): 2430 FT 3. Barges are permitted at all Ship Docks. <p>***Based on vessel stbd-side-to (facing outbound); port-side-to is also allowable. Certain max BCM and SCM may be exceeded if determined safe and allowable based upon adjacent dock combined LOA criteria. Or vessel may be required to dock opposite-side-to.</p> <p>****DWT greater than 130,000 MT is restricted to daylight-only transit. Confirm with Pilots.</p>					

	Oil Dock 3 (Barge Dock 3)	
*Depth	Refer to the most up-to-date POCCA hydrographic surveys	
Mean Tidal Range	0.18 M	0.58 FT
**MAX LOA	91.4 M	300 FT
***MAX Beam	33.5 M	110 FT
MIN distance side to manifold	1.22 M	4 FT
MAX distance side to manifold	4.57 M	15 FT
MIN height of manifold above MLLW	1.27 M	4.17 FT
MAX height of manifold above MHHW	5.89 M	19.32 FT
Dock Elev. above MLLW	2.8 M	9.17 FT
MIN Under Keel Clearance	0.3 M	1 FT
MAX wind speed allowed during transfer	40 mph / 35 kts / 64.8 kmh	
Water Density	Brackish	
Bottom	Mud and Sand	
Potable water available	Not Available	
Garbage & Slops Reception	Only with prior arrangements via ship agent	
Notes	<p>*Magellan does not guarantee an actual design depth of water; dredging, soundings, and max allowable drafts are maintained by the Port of Corpus Christi. Reference public dock soundings for additional information, located on https://portofcc.com/capabilities/hydrographic_surveys/</p> <p>**No end-to-end tie-ups due to proximity of Avery Point Turning Basin</p> <p>***Based upon max combined beam, including maximum for double-breasting</p>	

CARGO TRANSFER FACILITIES

Dock Number	Arm / Hose	Size in/mm	Max Rate per Cargo Connection bbls/hr and M3/hr		Maximum Pressure psi/Bar	Products
			Loading	Discharging		
OD3	1 / Arm	8 / 203	7,500 / 1,192		100 / 6.9	Methanol
	1 / Arm	8 / 203			100 / 6.9	Condensate / Naphtha / Gasoline / Blendstocks
	1 / Arm	8 / 203			100 / 6.9	Distillates
	1 / Arm	8 / 203	5,000 / 795	100 / 6.9	Dark Oil (Slurry, ATB, VGO)	
OD4 OD7 OD11	Multiple Connections – Hoses Only	8 / 203	10,000 / 1,589		100 / 6.9	All Products

Notes:

- At each Oil Dock, hoses are only connected to shore headers as-needed, when making connections to a vessel. Unused shore-headers will remain blanked with no hose.
- Max number of connections allowable per each product will be 2 X 8-inch hoses.
- Each Oil Dock has 1 X 8-inch vapor hose connection, for vapor control when necessary.
- Reducers are NOT available from the terminal to borrow or rent; vessels must arrive with own.

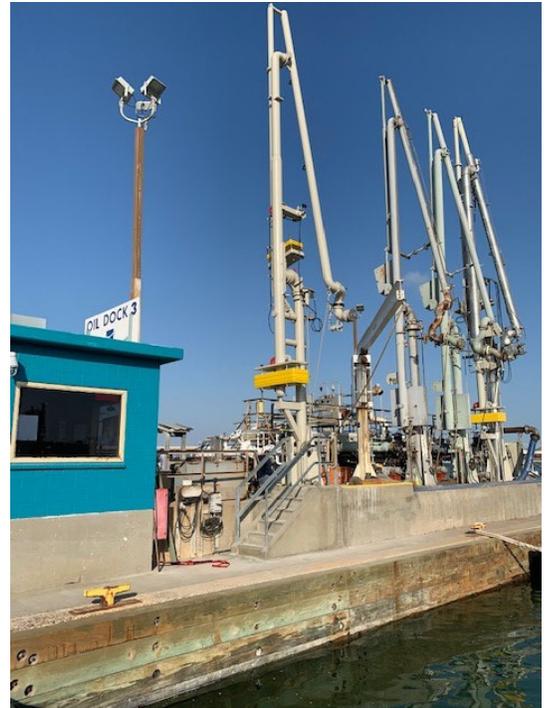
Loading and discharge rates shall be agreed upon during the pre-transfer conference with MAGELLAN. MAGELLAN will use established rates when determining the maximum loading rate. Once agreed, the maximum rate shall be documented on the DOI/SSCL.

Additionally, ‘over-the-tide’ operations are not permitted at this Terminal.

PRODUCTS HANDLED

The Terminal handles a range of products including light oils, dark oils, fuel oil, VGO, condensates, and Methanol. Ensure that a clear understanding is obtained for the designation of all anticipated vessel-to-shore connections.

Oil Dock 3



Oil Dock 4



Oil Dock 7



Oil Dock 11



Section 3 – Application for Berth & Vessel Communications

SCHEDULING

As far in advance as possible, a Berth Application and Acceptance of Financial Responsibility must be filed with the Port of Corpus Christi Harbormaster's office, by calling the phone number(s) noted within the Key Contact page.

A Notice of Readiness (NOR) shall be submitted per agent's instructions, but in general must be submitted to the POCCA Harbormaster's office as well as keeping MAGELLAN in copy, at CorpusTraffic@oneok.com. Since Oil Docks 3, 4, 7, and 11 are public docks shared by multiple users, the Harbormaster's Office will determine the order of inbound and outbound vessel movements as well as any vessel size and dimension limitations if adjacent docks are occupied.

PRE-ARRIVAL QUESTIONNAIRE

Any ship, ATB, or ocean-going tug and barge intending to moor, berth, load, or discharge at the Terminal shall complete and submit the Pre-Arrival Questionnaire attached hereto as **Appendix "A"** to MAGELLAN at CorpusTraffic@oneok.com. The Pre-Arrival Questionnaire must be received no less than 48 hours prior to the Vessel's arrival at the Terminal. Submission of the Pre-Arrival Questionnaire by a User shall be conclusive evidence of the User's agreement to be bound by these Rules and Regulations. MAGELLAN shall have sole discretion to receive any Pre-Arrival Questionnaires within less than the above prescribed time-frame.

Except as otherwise provided in these Rules and Regulations, a Vessel shall not be allowed to moor or berth at the Terminal until the Vessel's Pre-Arrival Questionnaire, has been accepted by MAGELLAN. However, MAGELLAN, in its sole discretion, may waive this requirement and allow a Vessel to moor or berth at the Facility before the Vessel's Pre-Arrival Questionnaire has been accepted by MAGELLAN, on the condition that Magellan may thereafter require the Vessel to vacate its berth at the Facility at any time prior to the satisfaction of all requirements for the use of said berth. Any such requirement to vacate shall be at the Vessel's sole cost and expense.

A Pre-Arrival Questionnaire must be accompanied by the listed documents on the questionnaire, before it will be accepted by MAGELLAN. MAGELLAN shall have the sole discretion to waive any of the requirements or require the Vessel to submit additional documents or information with its Pre-Arrival Questionnaire.

COMMUNICATIONS WHILE AT THE BERTH

Upon arrival, a VHF handheld radio will be provided to the Vessel. The radio should be kept on the channel designated during the pre-transfer conference and as noted on the DOI/SSSCL. This will serve as the primary source of communications during cargo transfer operations. The Vessel will be required to sign a 'radio receipt' upon arrival, and must return the radio prior to departing the Terminal.

The use of cellular telephones is not permitted on open decks or in the vicinity of the berth during cargo transfer operations. In the event the use of a cellular phone is necessary for secondary communications, all calls must be made from the Vessel's accommodation areas away from the cargo transfer operations.

In the event of an emergency, an emergency signal will be identified and agreed-upon during the pre-transfer conference.

Section 4 – Vessel Operations

PRE-ARRIVAL INSPECTIONS

Before arriving at the Terminal, all equipment on the Vessel to be used for mooring, cargo handling, safety, and fire protection must be in good order, having been inspected and confirmed safe for use by the Vessel's classification society or flag state, with valid certificates in place. MAGELLAN may conduct safety and pollution control inspections onboard the Vessel prior to commencement of cargo transfer operations.

ASSIST TUG REQUIREMENTS

Each Vessel upon coming alongside the berth, departing the berth, shifting alongside the berth (warping), or laying at the berth, shall be required to make use of a sufficient number of assist tugs as applicable, at the Vessel's risk and expense. The number and size of tugs utilized should be determined and agreed upon by the ACC Pilot and Master of each Vessel prior to berthing activities.

Inland barge operators shall utilize adequately powered tug(s) to ensure control of barges during maneuvering, always considering prevailing conditions. The barge's assigned tug must be capable of retrieving the barge(s) upon short notice whenever its barge(s) is alongside the Terminal. If for any reason MAGELLAN requires the Vessel or User to procure and use different or additional tugs, Vessel and User agree that MAGELLAN shall not be liable for such additional costs and that such additional costs shall be solely for the account of the Vessel or User.

MINIMUM MOORING REQUIREMENTS AND ARRANGEMENTS

Mooring practices and arrangements shall always be conducted in accordance with best practice guidance including OCIMF's *ISGOTT*, *MEG4*, and *Effective Mooring*. All Vessels shall be permitted to moor only to mooring dolphins, bollards, and/or hooks and cleats designed for purpose. Mooring to any other part of the dock structure or Terminal is strictly prohibited.

Moorings must be monitored at all times by Vessel crew while alongside the dock. Mooring lines shall be properly tended and kept taut during transfer of cargo. In the event mooring lines appear slack, cargo transfer operations will be stopped until addressed. All mooring winches shall be kept in 'manual' mode while alongside the dock, especially for Vessels that may be fitted with automatic tensioning winches.

All Vessel-specific mooring design requirements must be maintained in order to comply with the Terminal wind speed and environmental limits for safe mooring and transfer of cargo. In addition, all Avery Point docks are subject to surging, due to the close proximity of these docks to the adjacent ship channel and turning basin. It is imperative that crews take all precautions to ensure that the Vessel remains safely moored alongside with minimal movement.

Moored vessels shall use a sufficient number of lines in good condition and of adequate size and strength to assure that the vessel is properly and safely moored, and the vessel shall be breasted against the breasting

structure as closely as possible with mooring lines taut at all times. Additional lines may be used at the discretion of the Vessel or as requested by MAGELLAN depending on Vessel characteristics and weather conditions.

In general, vessels mooring at Avery Point typically deploy mooring lines in accordance with the following minimums:

- 12 mooring lines for tankers and ATB's less than 30,000 DWT(MT).
- 14 mooring lines for tankers and ATB's greater than or equal to 30,000 DWT(MT).
- 16 mooring lines for tankers greater than or equal to 50,000 DWT(MT).
- 8 mooring lines for barges at or greater than 80,000 bbls capacity.
- 6 mooring lines for barges less than 80,000 bbls capacity.

User has the responsibility to tend Vessel mooring lines during arrival and departure at the dock and throughout cargo transfer operations. User must ensure proper manning (Tankerman/Persons in Charge ("PICs"), mates on watch, unlicensed ratings, etc.) levels during all stages of the transfer operation. User shall be responsible for ensuring the integrity of Vessel moorings or the moorings of barges and tugs alongside. Users unable to meet the minimum mooring requirements must contact MAGELLAN and propose an alternate mooring arrangement.

Diagrams illustrating available mooring arrangements can be found in **Appendix "B"**. The User retains full responsibility to ensure that mooring lines are deployed using a mooring pattern sufficient for the specific design of the Vessel, and the Vessel is securely and adequately moored at all times. It is imperative to ensure that the number of fore and aft leading lines is balanced in such a way to place an equally distributed load across the Vessel's entire mooring arrangement.

All defects, inadequacies, or damage of the mooring structures at the Terminal must be promptly reported to the POCCA Harbormaster.

MOORING ARRANGEMENTS WITH MULTIPLE VESSELS

Any and all cargo operations must have prior clearance from MAGELLAN and POCCA for each occurrence. Operations shall be conducted in accordance with USCG requirements, while taking into account ISGOTT guidance for carrying out the operations in an incident-free manner and completing a risk assessment for each operation as applicable.

Double-banking of ships, ATB's, or any combination thereof is not authorized at this Terminal.

Double-breasting of barges is authorized at all docks within the terminal in accordance with any up-to-date USCG/POCCA restrictions.

End-to-end tie ups of barges are not authorized at Oil Dock 3.

All tank barge multi-breasted tandem loading operations using a single facility vapor connection, shall be conducted in accordance with 46 CFR 39.5000. Only approved barges, having an endorsement on the COI or having a prior approval letter, will be permitted to carry out such transfer operations at MAGELLAN. Each barge must have at least one liquid overfill protection system that fulfills the requirements of 46 CFR 39.2009 and 33 CFR 154.2102, and a vapor hose properly connected between the barges.

LINE-HANDLING PROCEDURES

Ocean-going vessels will arrange for mooring line handlers to arrive on shore side, and are responsible to arrange at Vessel's expense. The Vessel is responsible for ensuring their line handlers are able to abide by all Terminal, health, safety, and environmental policies, including these Rules and Regulations. For inland barges, line handling services may be performed by the barge crew.

DOCKING MANEUVERS AND APPROACH SPEEDS

Ships and ATB's shall be required to approach Oil Docks 4, 7, and 11, at an approximate angle and velocity as determined by the ACC Pilots. Docking and undocking maneuvers shall be performed at the discretion and expertise of ACC Pilots and/or the Master of the Vessel. All maneuvers shall be based upon mutual agreement between the Master and ACC Pilot, subject to assessment of the effects of currents and weather with regard to the ability to conduct safe ship handling.

For inland tug/barge units docking at Oil Docks 3, 4, 7, and 11, approach with the most minimum speed and most minimum angle as possible to maintain control over the Vessel, and to allow proper functioning of the fendering. In general, exercise extreme caution to make an approach coming alongside the breasting fender paneling. The use of any part of the dock for reducing speed or for turning about is prohibited. MAGELLAN relies upon the expertise of the tug Captain and crew to execute appropriate maneuvers to safely tie up the Vessels in a controlled-fashion, and the use of prudent seamanship is expected at all times. Nothing in this requirement shall prevent the Vessel from taking such action deemed necessary and prudent, in the ordinary practice of good seamanship, for the safety of the Vessel or crew.

GANGWAYS

Gangways are available from the terminal for use. Oil Docks 4, 7, and 11, each have a portable aluminum straight truss ship gangway, lifted on and off by the ship's crane. Oil Dock 3 has a short aluminum barge stage gangway.

Any User using a gangway provided by MAGELLAN shall be required to inspect the gangway prior to use and ensure that the gangway is properly and adequately secured and safe for use. MAGELLAN bears no responsibility or obligation to inspect the gangway or to ensure that the gangway is properly or adequately secured or safe for use.

When using a gangway, always use both handrails and keep both hands free, maintain 3 points of contact, and step carefully. For general safe-use and max load considerations, no more than 1 person at a time is allowed on any terminal-provided gangway.

When the Terminal gangway is set down onto the Vessel for the purpose of personnel transfer, the User shall ensure that the Vessel remains secure with minimal movement, avoiding any sudden adjustments to moorings, and keeping the gangway free and clear of any obstructions. The vessel crew must be mindful to stand clear of the gangway staging area until the terminal has safely positioned the gangway and is ready for the gangway to be approached by any onboard personnel.

Vessels may use their own gangway with ship's crane so long as any Vessel-owned gangways are maintained and used in accordance with design requirements, prevailing regulations, and owner's procedures. The vessel is

responsible to ensure that the angle of inclination of any vessel-owned gangway does not surpass applicable limits. The terminal reserves the right to reject any vessel owned gangway that is judged to be too steep to safely transit, and may require the use of the dock gangway.

Prior to getting underway, vessels must not let go any mooring lines nor test ahead/astern propulsion until the gangway is safely lifted off and away.

GARBAGE AND SLOPS DISPOSAL PROCEDURES

The Terminal is required by its Certificate of Adequacy to accommodate reception of non-hazardous Vessel MARPOL Annex V garbage, and MARPOL Annex I oily mixtures. User shall make the necessary arrangements for removal of any such non-hazardous Vessel garbage and slops, if needed. All requested arrangements must be pre-approved by MAGELLAN.

User shall contact CorpusTraffic@oneok.com for further information, and report intentions on the **Appendix "A"** Pre-Arrival Questionnaire.

BUNKERING AND BARGES ALONGSIDE

Bunkering of fuel oil and lubes, loading potable water, and discharging slops is permitted water-side via inland barge in accordance with any up-to-date USCG/POCCA restrictions. Any anticipated water-side barge operations must then be reported on the **Appendix "A"** Pre-Arrival Questionnaire, and sent to CorpusTraffic@oneok.com no less than 48 hours prior to the Vessel's arrival at the Terminal.

No bunker barge, slop barge, water barge, or any other service barge is authorized to come alongside or remain alongside a Vessel moored to MAGELLAN-operated oil docks without approval from MAGELLAN (which approval may be withheld in MAGELLAN'S sole discretion) and notification to the POCCA Harbormaster's Office. The operator of the barge must be fully aware of all safety rules and regulations, including but not limited to these Rules and Regulations, applying to the Vessel and Terminal and must comply therewith.

Bunkering and barge evolutions shall be planned so as to align with the Vessel's allotted time alongside the dock and shall not carry further after cargo operations are completed unless prior approval is obtained from MAGELLAN and the POCCA Harbormaster's Office. Additionally, while cargo operations are ongoing, only one bunkering operation may take place at a time sequentially, either from shore pipe (ex-pipe) or from a barge. A vessel will not be allowed to conduct both bunker barge and ex-pipe bunkering simultaneously while cargo operations are being conducted.

Bunkering of ships and ATB's from a barge is prohibited whenever the ship is loading or discharging cargo with a flashpoint of 105° F or less, per Port of Corpus Christi Tariff 200.

The Vessel and barge are responsible for conducting all operations in accordance with prevailing ISGOTT, USCG, and OPA90 regulations, including use of a dedicated PIC for each oil transfer operation. No Vessel personnel on cargo-watch shall be taken away from the cargo operations in order to assist with the bunker or barge transfer operations. It is critical that cargo operations remain properly supervised by a PIC at all times and all personnel engaged in the operation remain undistracted and unencumbered by any other task.

MAGELLAN will not be held responsible for any incidents, accidents, or pollution events associated with the transfer operation.

The Vessel to be bunkered shall have a Risk Assessment in place to cover all aspects and steps occurring as a part of the SIMOPS (Simultaneous Operations).

Section 5 – Emergency Procedures

INCIDENT NOTIFICATION

User shall immediately report to the POCCA Harbormaster and to MAGELLAN all incidents, casualties, or hazardous conditions during loading, discharging, conducting repairs, docking/undocking, or occurring when Vessels are alongside the Terminal.

Post incident, MAGELLAN may request the User share a full incident report complete with a detailed summary, causal factors, root causes, corrective action, and preventive action, consistent with IMO and OCIMF incident investigation guidance and best practice.

GENERAL EMERGENCY PROCEDURES

In case of an emergency, cargo transfer operations shall immediately cease and if applicable, the Terminal and Vessel shall make all notifications required by their Facility Response Plan and/or Vessel Response Plan respectively.

Vessels must maintain all emergency equipment required by Flag State and Port State regulations. The equipment must be inspected and maintained in a safe, ready-to-use condition. All Vessel crew must be trained in the use of this equipment.

In accordance with federal and state mandated oil spill response measures, the Terminal is equipped with containment boom and other spill response equipment which can be readily deployed in the case of an oil spill. Response Vessels, as required, will be provided by the local Oil Spill Response Organization (OSRO).

During an emergency situation at the Terminal, a Vessel may be required to leave the dock on short notice. Masters will ensure that the Vessel is ready at all times to sail upon short notice after loading arms or hoses are disconnected.

In the event of any oil spill into the water, User shall immediately notify MAGELLAN.

EMERGENCY CONDITIONS

An emergency situation is considered to have arisen when any of the following occur:

- Man overboard;
- Petroleum is released on the deck of the Vessel or the dock;
- Petroleum is released into the water, or any other pollution incident regardless of size;
- Fire occurs on the Vessel, dock, or anywhere in the Terminal;
- Medical emergency;
- Loss of primary and secondary communication between Vessel and MAGELLAN;
- Failure to any critical component of the cargo load or discharge system;

- Failure of the mooring system, parting of any mooring lines, or Vessel experiences excessive fore and aft or lateral movement away from the dock;
- Any other major incident that seriously affects, or has the potential to affect, the safety of the Vessel, the Terminal, or personnel;
- Any unplanned situation that causes the tanker to lose any operational capability, particularly to safety systems.

As soon as an emergency is declared, the Vessel shall immediately cease all transfer operations, secure the deck, and stand by to drain and disconnect all loading arms or hoses if deemed necessary. Transfer operations may also be stopped at any other time as instructed by MAGELLAN or its designee. Resumption of the transfer will begin only when agreement between Vessel and MAGELLAN, along with the approval of the USCG On-Scene Field Coordinator where applicable, is achieved.

Stop Work Authority is considered to be one of the “priorities” at the Terminal. Every employee, contractor and User working at the Terminal has not only the authority but also the responsibility and expectation to use their Stop Work Authority if they discover any unsafe act or condition or if they have questions on how to safely perform a task.

Rather than proceeding with the work, the job must be stopped until the appropriate personnel can hold a meeting to discuss all of the details of the work plan. The job is allowed to proceed only after ensuring that the scope of work, hazards, and safeguards are clearly communicated and understood. By exercising Stop Work Authority, potential hazards are proactively mitigated or eliminated from the workplace before they have a chance to have an adverse impact.

PROCEDURE FOR OIL SPILL

User shall take the following actions in the event of a spill to water or a loss of containment from any vapor control or cargo-related machinery or piping:

- Shut down all transfer operations and close all transfer valves.
- Notify MAGELLAN immediately and follow incident notification procedures.
- Take appropriate spill containment measures.
- Start documentation of actions taken.
- Obtain approval from MAGELLAN before restarting the transfer.

If a spill originates from a Vessel, User must implement their own Vessel response plan immediately. Terminal personnel will assist with notifications and response where safe to do so. Additional facility notification information is in both the *Terminals Facility Response Plan* and the *U.S. Coast Guard Marine Terminal Operations Manual*.

PROCEDURE FOR FIRE ON VESSEL

User shall take the following actions in the event of a fire on a Vessel:

- Sound alarm.
- Shut down all transfer operations and close all valves.

- Notify MAGELLAN immediately and follow incident notification procedures.
(If unable to make radio contact, sound a continuous prolonged whistle blast and general alarm)
- Initiate fire-fighting response plan.
- If safe, drain and standby to disconnect loading arms and/or hoses.
- Prepare to move off the dock if required.

PROCEDURE FOR FIRE ON DOCK OR NEARBY VESSEL

User shall take the following actions in the event of a fire on the dock or a nearby Vessel:

- Stop cargo transfer operations in conjunction with the Terminal, and close all valves.
- Standby to disconnect loading arms and/or hoses.
- Prepare to boundary-cool your Vessel with water.
- Prepare to move off the dock if required.

PROCEDURE FOR COLLISION/DAMAGE TO THE DOCK

In the event of a collision or damage to the dock, Terminal, or Vessel occupying the berth, the User shall immediately notify MAGELLAN using the contact information set forth herein.

PROCEDURE FOR MEDICAL EMERGENCY

In the event of a medical emergency that requires treatment beyond first aid, User shall secure all operations and immediately notify MAGELLAN by radio. If unable to make contact via radio, sound a continuous prolonged blast on the whistle. In the event the Vessel is unable to raise anyone, see the key contact list for additional contact numbers. Information should be provided to the Terminal so that the Terminal may help facilitate a quick response.

VESSEL FIRE FIGHTING EQUIPMENT

Vessel's fixed and portable firefighting systems must be in full operating condition and ready for immediate use. In addition:

- A set of fire control plans should be permanently stored in a prominently marked watertight enclosure outside the deckhouse for the assistance of shore side fire-fighting personnel. A crew list should also be included in this enclosure.
- All Vessel emergency response personnel must be trained in the use of this equipment.

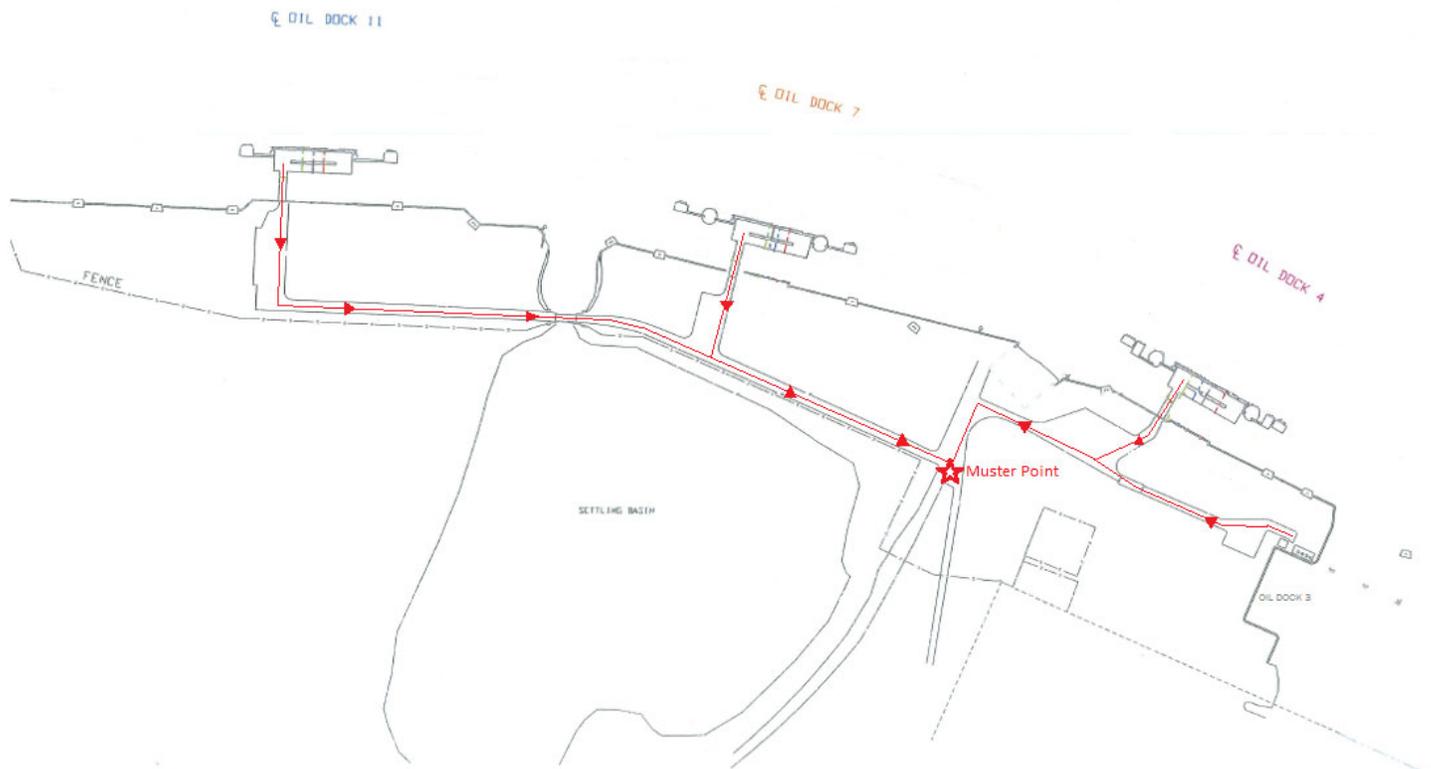
TERMINAL FIRE FIGHTING EQUIPMENT

Marine Terminal firefighting is performed in conjunction with the Corpus Christi Fire Department and the Refinery Terminal Fire Co (RTFC). Terminal firefighting systems consist of the following:

- Each oil dock is equipped with two fire monitors with piped connection to a terminal water source.
- Each oil dock is equipped with two fire extinguishers.
- An international shore connection is not provided on any of the docks.

PRIMARY EVACUATION ROUTE

The primary evacuation route for Vessel crew and dock personnel, should it become necessary to abandon ship alongside the dock, is along the road that extends the length of the Terminal's waterfront. All personnel should proceed to the initial muster point near the Port of Corpus Christi security access gate for Oil Docks 3, 4, 7, and 11, in order to be accounted for by the Vessel's Master, or to receive further instructions from Terminal personnel or emergency response personnel. The muster point is subject to change depending upon the nature and location of the emergency.



Section 6 – Safety, Security, & Environmental

REGULATIONS & REQUIREMENTS

To help facilitate safe operations, User shall abide by and follow the regulations and requirements set forth below:

- Smoking is prohibited on weather decks of Vessels, on the dock, and in all areas of the Terminal.
- All external doors, ports, and similar openings shall be kept closed at all times during cargo transfer and ballasting operations. If opened for access, they must be closed immediately thereafter.
- Boiler cleaning, tank cleaning, tank entry, or gas-freeing is not permitted while at the terminal.

- Welding, burning, cutting, grinding, or any other hot work is not permitted while at the Terminal.
- The use of cellular phones and other non-intrinsically safe electrical equipment in hazardous areas is prohibited during cargo transfer operations.
- Unauthorized, disorderly, or intoxicated persons shall not be allowed at the Terminal or on any Vessel moored at the Terminal.
- While at the Terminal, the Vessel must at all times be able to move under its own power upon short notice. If for any reason the Vessel cannot comply with this requirement, MAGELLAN must be notified immediately.
- For inland barges, the towing vessel assigned to the barge(s) shall be capable of retrieving the barge(s) and ready for maneuvering upon short notice.
- For ATB's, the tug is prohibited from leaving the notch while alongside the dock under normal operating conditions. However, should any emergency arise, this does not prohibit the Vessel's crew from taking emergency action for the safety of the crew, Vessel, or environment.
- So as not to impede the ability to maneuver upon short notice, no major planned maintenance, or inspections requiring non-routine exercise of equipment related to propulsion, electrical, or cargo gear are allowed while at the Terminal.
- COI or COC inspections may be completed at a layberth, or if permitted to do so by the POCCA Harbormaster's Office may be completed prior to cargo operations while berthed at the Avery Point Docks. COI or COC inspections are not allowed to be conducted during cargo operations.
- No garbage, dirty ballast water, slops etc. are to be dumped/pumped overboard while at the Terminal.
- All Vessels calling upon the Terminal should be made aware of all policies and procedures outlined in these Rules and Regulations prior to berthing. All arrangements for line handling, gate lists, ships stores, and any contractors who need access to the Vessel are the responsibility of the User and/or Vessel.

PPE REQUIREMENTS

All Users are required to follow Terminal PPE and Safety policies while shoreside at the Terminal, including but not limited to the following:

- ANSI Z87 approved safety glasses with side shields, or equivalent;
- Leather, closed toe, above the ankle safety shoes with a pronounced heel;
- Long pants;
- Sleeved shirt;
- ANSI Z89 Hard hat, or equivalent (when overhead hazards are present);
- Coast Guard approved Personal Flotation Devices (PFD), minimum Type I, II, V, when

outside the confines of the dock railing and within 4 feet of the water's edge.

TERMINAL ACCESS/CREW TO SHORE

All Users are required to board/egress the Vessel from a safely secured gangway after mooring lines are secured. If required by MAGELLAN, or prevailing regulations, fall-arrest netting must be secured under and around the walking/climbing platform prior to transfer of any personnel across the gangway to or from the dock. Personnel, including vendors, visitors, contractors, pilots, line handlers, crew, etc., are NOT allowed to jump or climb to or from the dock at any time.

VESSEL/TERMINAL SECURITY INTERFACE (DECLARATION OF SECURITY)

Public Oil Docks 3, 4, 7, and 11, fall under the scope of the Port of Corpus Christi Facility Security Plan. In addition, as an operator of the public oil docks, MAGELLAN also maintains a USCG approved Facility Security Plan.

After the arrival and safe mooring of the Vessel, required security procedures will be discussed before any other action may be taken. The discussion will include the current MARSEC level (Terminal/Vessel/USCG requirements under the current level), Declaration of Security, and any other security measures deemed necessary by the Vessel, Port of Corpus Christi, or MAGELLAN.

MAGELLAN has strict company policies regarding photography and mobile phone authorized use while on company property, in addition to abiding by Port of Corpus Christi security requirements. These restrictions are in place for safety (intrinsically safe considerations) and security (unauthorized photography), and are actively monitored at all levels to prevent unauthorized activity.

Any posting to social media of unauthorized images taken from within the Terminal is a violation of security requirements and will not be tolerated. With the intent of maintaining the integrity of a safe and secure facility, MAGELLAN requests that Vessel and/or User immediately remind its crews to exercise responsible judgment and refrain from unauthorized mobile phone use and photography while on MAGELLAN property.

Photography is not permitted without written approval from the POCCA and MAGELLAN.

Security procedures for each MARSEC level are in the Terminal Security Plan. If the MARSEC level is raised from 1 to a higher level, the Facility Security Officer will notify all customers doing business at the Terminal of the raised MARSEC level and any additional security procedures. The current MARSEC level will be displayed at the Port Police security gate entrance and discussed during the pre-transfer conference.

Access to the Terminal is strictly limited to Terminal personnel, Vessel crews, pre-approved maintenance or designated contractors, government agencies, Vessel agents, and cargo inspectors. Any other visitors must first be approved by Port of Corpus Christi Port Police.

REQUIREMENTS FOR ENTRANCE TO THE TERMINAL

- A contractor list and/or visitor list ('gate list') must be sent to the Port of Corpus Christi Port Police no less than 24 hours prior to the arrival of the Vessel. All visitors must sign in at the main gate

before proceeding.

- Prior to access being granted to the Terminal, contractors and visitors may be required to execute an access agreement in form and substance acceptable to MAGELLAN (“Access Agreement”). MAGELLAN bears the sole discretion to determine whether a contractor or visitor must execute an Access Agreement prior to being granted access to the Terminal.
- Contractors and visitors must have a government issued photo ID. Visitors desiring unescorted access must have been pre-authorized by both the Master and MAGELLAN, possess a valid Transportation Worker Identification Card (TWIC), or have pre-arrangements made to provide an escort to be approved at the discretion of the Facility Security Officer (FSO), or his or designee.
- Visitors must be willing to submit to a search of their vehicles by security personnel before entry to the dock will be allowed, as per the given MARSEC level.
- All Terminal rules and regulations, including those set forth in these Rules and Regulations, concerning safety and security must be adhered to by personnel entering the marine dock area.
- Vessel crews may walk from each dock down to the Port of Corpus Christi Port Police security exit gate. Taxis are also allowed to enter and exit the Port Police security gate for pick-up and drop-off.
- No shuttle service is provided inside the Terminal for transportation between the docks and security gate.

DRUG, ALCOHOL, FIREARMS POLICY

No alcohol or illegal drugs are permitted entry to the Terminal, and Users and/or crew members under the influence of drugs or alcohol will not be allowed access. User takes full responsibility for the conduct of its crew while at the Terminal.

Users doing business at the Terminal must have an alcohol and drug policy that meets USCG requirements or exceeds the standard as described in "The Oil Companies International Marine Forum Guidelines for the Control of Drugs and Alcohol on board Vessels" (*OCIMF Guidelines*), as applicable.

Firearms of any kind are not allowed on Terminal property, except for those carried by United States authorized law enforcement officers.

SMOKING

The Terminal is a designated **NO SMOKING** facility, and there shall be NO SMOKING on any weather deck while alongside the dock regardless of operation. Smoking on board Vessels is strictly controlled by the Vessel and/or User and should be in clearly defined designated areas only. The identification of smoking areas should be addressed during the pre-transfer conference and the areas agreed upon by both the Vessel and MAGELLAN. Any personnel unsure of the smoking restrictions should seek clarification from MAGELLAN prior to smoking.

Smoking E-cigarettes constitutes a source of ignition and presents a fire hazard. Users wishing to smoke e-cigarettes shall follow the same restrictions set forth above with respect to smoking. Deviation from this

regulation constitutes a serious violation in policy. If found in violation, the offending User and/or Vessel may be immediately removed from the berth. MAGELLAN reserves the right to discontinue service until a favorable review is achieved.

PORTABLE ELECTRONIC EQUIPMENT AND OPEN LIGHTS

Any electrical equipment powered by generators, fixed power sources, or batteries, that are not classified as intrinsically safe, are not allowed to be used during transfers at the Terminal either on the dock or on the open deck of the Vessel. This includes radios, pagers, cell phones, head phones, tablets, cameras, portable lighting, or any other equipment that is electrical but not approved for use in hazardous areas.

- Fixed MF/HF, VHF, UHF and AIS equipment should be switched off or on low power (1 watt or less), as applicable.
- Portable VHF/UHF sets in use should be of intrinsically safe type.
- The Vessel's radar installation should not be in-use during cargo transfer operations.

REPAIRS AND MAINTENANCE WHILE ALONGSIDE TERMINAL

Repairs, renewals, and maintenance on a Vessel are not permitted without the prior approval of MAGELLAN.

Repair restrictions include but are not limited to the following:

- No repairs that would extend normal dock occupancy;
- No tank entry, gas freeing, or tank cleaning;
- Contractors used for repairs must abide by POCCA and MAGELLAN security and safety regulations;
- No Sandblasting, pressure washing, or spray painting;
- No painting of any kind if paint can drop into the water;
- No divers in the water without Terminal approval prior to work commencing;
- No hot work;
- No repairs to machinery that will affect a Vessel's ability to move under power;
- No lowering, dropping, and/or exercising the life boat or rescue boat.
- Repair work will in no way affect the Vessel's pumping performance or immobilize deck machinery;

PROVISIONS, STORES, AND OTHER CRAFT ALONGSIDE

Dockside delivery of provisions and stores is allowed at this Terminal using small trucks. Inquire with the Agent or Harbormaster's Office for any vehicle size and weight limitations.

Water-side loading of provisions and stores is allowed at the Terminal with operational and security restrictions:

- POCCA Harbormaster must be notified prior to the operation taking place.
- Notification to MAGELLAN must be included on the **Appendix "A"** Pre-Arrival Questionnaire and sent to CorpusTraffic@oneok.com.

- Provisioning and storing is not allowed while connecting or disconnecting arms and hoses.
- Water-side storing or off-loading of hazardous waste, chemicals, oils, lubes, paints, and any hazardous liquids in packaged form, (ie. drums and pails) is not authorized at this Terminal, with the exception of cooking oil.

No water craft is authorized to come alongside or remain alongside a Vessel moored to MAGELLAN-operated docks without notification to MAGELLAN and the Harbormaster's Office. The operator of the craft must be fully aware of all safety rules and regulations, including but not limited to these Rules and Regulations, applying to the Vessel and Terminal and must comply therewith.

No Vessel personnel on-watch shall be taken away from the cargo operations in order to assist with storing operations. It is critical that cargo operations remain properly supervised by a PIC at all times and all personnel engaged in the operation remain undistracted and unencumbered by any other task. In addition, no cranes forward of the accommodation space may be used for storing operations while cargo hoses are connected; only a dedicated stores crane on the offshore aft-end of the accommodation space may be used.

The Vessel receiving stores shall have a Risk Assessment in place to cover all aspects and steps occurring as a part of the SIMOPS (Simultaneous Operations).

SAFETY DATA SHEETS

Vessels shall have a safety data sheet (SDS) available upon request for the cargoes being transferred. Information on any toxic substances in the cargo should be highlighted during the pre-transfer conference to enable the adoption of proper precautions, if needed, to minimize the impact on personnel.

Section 7 – Terminal Operational Information

PRE-TRANSFER CONFERENCE

Before the transfer of any cargo, a pre-transfer conference must be conducted between the Vessel and MAGELLAN. The purpose of the conference is to ensure that the Vessel and MAGELLAN are fully informed and advised of the entire transfer plan and that all security, environmental, and safety requirements are in place.

DECLARATION OF INSPECTION (DOI) and SHIP SHORE SAFETY CHECKLIST (SSSCL)

A DOI/SSSCL checklist must be completed prior to any cargo transfers, and a Marine Vapor Control System (MVCS) DOI/SSSCL with supplemental check-offs must be completed as applicable when loading under vapor control. The following requirements shall apply:

- All items must be discussed and initialed by MAGELLAN and the User;
- All areas must be filled in, including start times and dates. This includes the use of "not applicable" (N/A) if appropriate;
- A copy of the MAGELLAN DOI/SSSCL will be provided to the vessel to document the transfer;
- Relieving personnel must read and counter-sign the MAGELLAN DOI/SSSCL on the signature blank, at each change of watch to document repetitive checks;

- When the transfer is completed, MAGELLAN must enter the finish time and date;
- DOI/SSSCL will be retained by MAGELLAN in accordance with its records retention policy.

BALLASTING

Terminal does not have ballast reception facilities. The Vessel must adhere to its Ballast Water Management Plan requirements in order to lawfully discharge ballast. If ballast is to be discharged, Vessel personnel must conduct visual sightings of all segregated ballast tanks prior to commencement to ensure there is no evidence of sheen.

CARGO TRANSFER OPERATIONS

The following is required during any cargo transfer operations:

- Vessel must have a trained, qualified, and designated PIC on duty at all times;
- Vessel must have a person on deck and in line of view of the transfer piping and hoses at all times;
- Maximum allowable discharge pressure at the Vessel's manifold is 100psi / 6.9bar;
- On startup, a reduced flow will be maintained to verify flow and proper line-up;
- Moorings must be tended conscientiously and kept taut at all times with consideration given to the continual changes in draft, tide, weather, and passing vessel traffic;
- If the Vessel experiences excessive movement or surging away from the dock or in either direction along the dock, all cargo transfer operations shall be stopped, and manifold valves closed. Operations will not be resumed until the mooring situation has been corrected;
- Loading arms and/or hoses must be checked periodically for leaks, and proper positioning with the up and down movement of the Vessel;
- The waters around the Vessel shall be checked periodically for any evidence of spilled product, sheen, or security threats;
- Inland barges must be connected to the barge overfill connection on the dock;
- The level of deck lighting must be adequate to permit the safe access and the monitoring of all areas of the deck at all times.

CRUDE OIL WASHING (COW) OPERATIONS

COW operations are permitted at Oil Docks 4, 7, and 11, for vessels discharging crude oil, however must be planned and carried out with the utmost attention, and conducted in accordance with ISGOTT, U.S. CFR's, and Flag State requirements. The terminal shall be given notice on the Pre-Arrival Questionnaire, all system testing and pre-checks must be completed, the operation must be properly supervised by a PIC, and the Ship's Crude Oil Washing Manual strictly followed. If any deficiencies, hazards, leaks, or unanticipated events arise, the COW operations must cease and immediately reported to the Terminal.

MARINE VAPOR CONTROL SYSTEM

All Vessels loading Condensates, Naphtha, Pygas, Gas Blendstocks, or any other light products, will be expected to utilize a USCG-certified marine Vapor Control System (VCS), including VCS hose. All vapor connections are

equipped with insulating flanges.

Products with a true vapor pressure greater than 0.02 PSIA (i.e. gasoline, gasoline components) are prohibited from being vented to the atmosphere during loading operations. Ballasting or loading into tanks previously containing such products is not allowed if vapors are released to the atmosphere.

A Vapor Tightness certificate in accordance with 40 CFR § 63.565 or EPA method 21 shall be submitted with the Pre-Arrival paperwork and made available for review at the pre-transfer conference. The date of the tests listed in the documentation must be within the preceding 12 months and endorsed on company letterhead.

Prior to arrival at the dock, the IG pressure inside the cargo tanks must be lowered and maintained to less than 6" WC (15 mbar) in order to commence loading operations. The vapor lines must also be drained at low-points and free of any condensation, and the vapor header clear of all scale and debris.

When the Vessel and Terminal are ready to commence cargo operations, the vessel must open the vapor header very slowly while following directions from Magellan.

During loading operations in order to help control the vapor collection pressure being sent back to the Terminal, the Vessel should limit the number of open cargo tanks to no more than 4 to 6 at a time.

Terminal maximum operating pressures are as follows:

Vessel Type	High Pressure Alarm	High Pressure Shutdown	Low Pressure Alarm	Low Pressure Shutdown
Inland Barges	15" WC (37.3 mbar)	20" WC (49.8 mbar)	-8" WC (-19.9 mbar)	-10" WC (-24.9 mbar)
Ships	15" WC (37.3 mbar)	20" WC (49.8 mbar)	-8" WC (-19.9 mbar)	-10" WC (-24.9 mbar)

WIND

The Terminal’s safe-operating wind limit is 40mph / 35kts sustained. Wind limit will be expressed as a sustained wind blowing for an average of 30 seconds or longer. In the event that the wind limit is exceeded, or if otherwise determined prudent by either party or the Harbormaster, cargo transfers shall be stopped immediately and shall not resume until notice to proceed is received from MAGELLAN.

After evaluating the weather forecast, consideration should also be given to whether deploying additional mooring lines or arranging for a standby tug is warranted.

LIGHTNING

When an electrical storm is in the vicinity, as determined by either party or the Harbormaster, all cargo discharge

or loading operations must cease so as to reduce risk of incidents. All operations must be suspended if lightning strikes within 7 miles of the facility. If the Vessel sees lightning prior to the notification from MAGELLAN, the Vessel is required to communicate with MAGELLAN and discuss the situation. When shutting down for lightning all tank hatches and manifold headers must be closed. The Vessel and MAGELLAN must remain in this inactive state until the electrical storm has moved out of the area.

FREEZING

Although uncommon, freezing conditions could be encountered while at this Terminal. The Vessel must put adequate procedures in place for preventing the icing of cargo tank primary and secondary venting arrangements, valves, fire mains and other deck lines, air lines, mooring winches, cranes, walking surfaces, and any other deck machinery and fixtures that have potential to malfunction in below freezing temperatures.

TANK CLEANING AND TANK ENTRY

MAGELLAN does not allow tank entry or tank cleaning any time the Vessel is alongside the Terminal.

INERT GAS SYSTEMS (IF FITTED)

Tank Vessels equipped with inert gas systems, must operate and maintain systems in accordance with USCG requirements. All cargo, with the exception of certain products which may be adversely affected by inert gas, must be loaded, discharged, sampled, and gauged in a closed and inerted condition. The Vessel shall verify to MAGELLAN that the inert gas system is fully operational and the Vessel is to maintain the proper operation of the inert gas system throughout the cargo transfer operation. If the system fails during cargo transfer, the transfer will be terminated.

If loading, prior to arrival at the Terminal, cargo tanks shall be fully inerted, verified to be less than 8% oxygen, and tanks ready to receive cargo.

SURVEYORS/SAMPLING AND GAUGING

Vessels loading or unloading shall be required to conduct periodic volume and flow rate comparisons with the Terminal. Frequency and timing of these comparisons will be discussed and agreed upon during the pre-transfer conference.

Independent surveyors, assisted by a Deck Officer or Tankerman-PIC of the Vessel, will obtain gauges, temperatures, and samples from all Vessel tanks.

After loading, all loading arms and/or hoses must be fully drained into designated Vessel cargo tanks before gauging will begin.

POLLUTION PREVENTION

Vessels must plug all scuppers and drains before transfer to prevent any losses of containment or spills from draining to the water. Vessel must have a means of draining, pumping, or cleaning up any oil on deck.

The accumulation of water should be drained off periodically. Scuppers that are temporarily unplugged for this purpose must be constantly and closely monitored. Only oil-free water can be discharged overboard.

Oil spill response equipment should be readily available at the manifold.

Oil spill containments fitted under the cargo manifold must be in good condition and fitted with adequate draining arrangements. They must be empty of cargo or excessive rainwater. The containments must not be covered with tarps during cargo operations or when connecting/disconnecting loading arms and/or hoses.

Small barges not fitted with permanent containments underneath cargo manifolds must be provided with suitable portable drip trays, placed under each connection, to retain any leakage.

Containments fitted around hydraulic deck machinery must be in good condition and plugged.

In accordance with federal and state mandated oil spill response measures, the Terminal uses oil spill response organizations for spill response. The Terminal has multiple spill kits staged throughout the complex, and several bales of absorbent pads located inside the warehouse.

Any Vessel moored at the Terminal is required to have and maintain all pollution control equipment mandated by federal and state regulations for use in case of an oil spill.

Excessive stack smoking is not permitted at the Terminal. If unwanted stack exhaust emissions persist, the Vessel must stop the cargo transfer until rectified. If cargo transfer has not commenced, the Vessel must rectify the problem prior to starting cargo operations.

PREPARING TO TRANSFER CARGO

Any overboard valves connected to the cargo lines must be sealed, lashed, or locked in the closed position during the transfer of cargo. All drop line valves from the deck lines into the cargo tanks must be closed and sealed, lashed, or locked prior to Vessel's discharge. All cargo tank hatches, plates, manhole covers, domes, and any other openings are to be closed and dogged down before and during transfer of cargo. If applicable, any time the ullage caps are open, flame screens are to be kept in place at all times except when a tank is actually being gauged.

If a dock is equipped with a bonding cable, it will be for Magellan's use and not shared with the other dock Users. The electrical bonding cable must be connected to the Vessel prior to hose connection and left attached until after the hose is disconnected, blanks are installed at the manifold, and confirmed with the dock operator that it is safe to disconnect. The bonding cable must be firmly connected to bare metal on the Vessel permanent structure to provide for proper electrical continuity. Bonding cables at the Terminal are not interconnected to any shut-downs or emergency stops.

All cargoes must be transferred through Vessel's pipelines, and there shall always be a sufficient number of crew on duty with sufficient work/rest hours taken into consideration to safely perform the transfer operation. User and MAGELLAN must plan the sequence to be used for the transfer of cargo, the pumps and pipelines to be used, and the rate of transfer, with due regard for other special precautions designed to reduce hazardous conditions.

Prior to commencing transfer, the Terminal and Vessel Declaration of Inspection (DOI) Prior to Bulk Cargo Transfer required by 33 CFR § 156.150 and 46 CFR § 35.35-30 must be completed and signed by both User and

MAGELLAN. The Terminal's DOI also incorporates applicable Ship Shore Safety Checklist (SSSCL) items as required by OCIMF.

The Vessel is responsible for connecting loading arms and hoses on the Vessel's manifold. The Vessel's flanged connections must be smooth, even, and in good repair. Loading arm and hose connections must be properly made with all flanged joints gasketed, aligned, secured evenly, and properly tightened for leak free operations.

TRANSFERRING OF CARGO

During transfer operations, the Deck Officer/PIC or Tankerman-PIC assigned shall supervise the operation of the cargo valves, start the transfer of cargo slowly, observe cargo connections for leakage, observe the operational pressures on the cargo system, and observe the rate of loading or discharge.

MAGELLAN will control loading rates to prevent excessive venting of vapors. Establishment of loading rates must be a matter for judgment since this will vary with Vessel capabilities, type of cargo, temperature, and atmospheric conditions. In the event of a violation or condition, which cannot be corrected, MAGELLAN shall have the right to suspend the transfer of cargo. Notification in writing is to be given to the Master, owner, or agent of the Vessel concerning the reason for suspension of cargo transfer.

Before any topping off, MAGELLAN and Vessel shall plan the standby time required for completion of the cargo transfer and shall agree to the loading rate during the topping off process.

During Vessel cargo discharge operations, the Vessel's pumps shall not exceed the maximum line pressure as established and agreed upon during the pre-transfer conference.

A radio check will be performed and documented hourly during cargo transfer operations to verify an open line of communication is secured.

If any malfunctions occur with Terminal vapor control system during cargo transfer operations, all transfer operations will be suspended until remedied.

In the event a stack or engine exhaust emits live sparks, the transfer of cargo must be stopped immediately.

No portable cables connected to an electrical source shall be used while transferring cargo. If additional lighting is needed, approved intrinsically safe lighting is to be used.

CARGO TRANSFER COMPLETION

Vessel shall ensure that all valves are closed and loading arms and/or hoses are properly and thoroughly drained, while working in coordination with the dock representative. Depending upon the arrangement of hoses or loading arms at each dock, the method of clearing hoses may differ.

Vessel shall also ensure loading arms or hoses are disconnected, sampling and gauging is completed, all ullage openings are buttoned up, any bonding cables and/or overfill cables are disconnected, and an agreement is reached for a sailing time. Upon completion of the transfer of cargo and necessary ballast, Vessel must make-ready and depart promptly or risk dock demurrage in accordance with the POCCA.

Engines shall be ready for sailing upon completion of load/discharge, as well as available for use in the event of an emergency. Should MAGELLAN require the Vessel to vacate the dock in an emergency or for another reason and engines are immobilized, the costs of tugs will be at User's expense.

No Vessel shall be permitted to remain at a dock unattended.

PRE-DEPARTURE INSPECTION

All users will have the obligation to inspect the vessel and surrounding areas prior to departing from the terminal. If a user wishes to allege damages or raise other concerns, including related to the terminal, the vessel, the vessel's cargo or any third-party assets or facilities, whether outside of the master's control or otherwise, in connection with events occurring while the vessel was berthed at the terminal, such claims must be made in writing prior to the vessel departing the terminal. Any claims not so made will be fully and finally waived.

EMERGENCY SHUTDOWN OPERATIONS

All docks are equipped with the ability for the dock PIC to quickly stop the shore pumps within the terminal by activating an emergency shutdown. The emergency shutdown is activated by depressing the ESD button clearly labeled and identified at each oil dock location.

Emergency shut down arrangements for each dock are located on each 'dock shack' just outside where the marine terminal PIC's are situated observing load and discharge operations.

An emergency shut down signal and procedures must be established during the vessel/shore pre-transfer conference.

RESPONSE TO AN ACTUAL OR THREATENED POLLUTION EVENT

In the event of an actual or threatened pollution event arising directly or indirectly out of services being performed at the Terminal, in addition to its indemnity obligations set forth herein, User shall, and shall cause its representatives and insurers to, immediately:

- (i). Notify all local, state and federal authorities having jurisdiction over the pollution event.
- (ii). Notify MAGELLAN of all details of the pollution event and provide MAGELLAN with an SDS of all hazardous or non-hazardous materials that MAGELLAN employees or third parties may be exposed to.
- (iii). Take all steps to eliminate the cause or source of the pollution.
- (iv). Take all steps to clean up the pollution.
- (v). Take all steps required by law to restore the environment.
- (vi). Take all steps to mitigate damages of the User, MAGELLAN, and third parties.
- (vii). Promptly pay all fines and penalties, and damages and losses of third parties, to the extent required by law, and for all costs and expenses of clean up.

-
- (viii). If necessary, advance or pay monies and funds required to be paid to the appropriate regulatory agencies.
 - (ix). Consult with MAGELLAN and keep MAGELLAN regularly informed of all steps taken and contemplated to comply with the provisions of this paragraph.
 - (x). Cooperate with MAGELLAN in issuing statements to government authorities and media representatives.

Whether or not the User has complied with the provisions of the foregoing, MAGELLAN may, but shall not be required to, take over and manage all prevention, clean-up, and restoration activities, all without derogation or diminution of the User's obligations under these Rules and Regulations, and with full reservation to MAGELLAN of all rights against the Vessel, the User, or their insurers for reimbursement of costs, expenses, and attorneys' fees, including under OPA90. In such event, the Vessel and User shall, and shall cause their insurers and any subcontractors to, make available to MAGELLAN all Vessels, personnel, and equipment used or planned to be used in such prevention, clean-up, and restoration efforts, all at the sole expense of the User.

In the event that MAGELLAN takes over and manages such prevention, clean-up and restoration efforts, such action shall not be deemed a waiver or constitute an estoppel by MAGELLAN or an admission of any fault or responsibility on the part of MAGELLAN. MAGELLAN 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.

APPENDIX “A”

Pre-Arrival Questionnaire

(PLEASE SEE FOLLOWING PAGE)

Corpus Christi Marine Terminal

Pre-Arrival Questionnaire



Vessel Name:		IMO #		E-mail:	
Charterer's Agent:		Phone:		E-mail:	
Owner's Agent:		Phone:		E-mail:	

Vessel Particulars		
Length Overall		Meters
Beam		Meters
Max expected Deadweight		Metric Tons
Max expected Displacement		Metric Tons
Arrival Draft		Meters
Estimated Departure Draft		Meters
Estimated Least UKC		Meters
Estimated Date/Time of NOR:		

YES	NO	Additional Operations Required While at Berth:
<input type="checkbox"/>	<input type="checkbox"/>	Boarding by US Customs/Coast Guard expected
<input type="checkbox"/>	<input type="checkbox"/>	MARPOL Garbage (Annex V) discharge expected
<input type="checkbox"/>	<input type="checkbox"/>	MARPOL Slops (Annex I) discharge expected
<input type="checkbox"/>	<input type="checkbox"/>	Delivery of stores by vessel alongside
<input type="checkbox"/>	<input type="checkbox"/>	Crew/visitor access needed from shore
<input type="checkbox"/>	<input type="checkbox"/>	Sick/Injured crew to require shoreside evaluation
<input type="checkbox"/>	<input type="checkbox"/>	Bunker, Lube, Water, or Slop Barge alongside
<input type="checkbox"/>	<input type="checkbox"/>	Crude Oil Washing (COW) to be conducted
<input type="checkbox"/>	<input type="checkbox"/>	Any restrictions in place against terminal personnel coming aboard?

Vessel's Cargo/Tank Information			
Cargo volumes and products to be loaded/discharged (bbls):			
Number/Names of cargo tanks to be loaded/discharged:			
Current status of all cargo tanks (ie. loaded, slack, washed, etc.):			
Is inert gas system (IGS) fully functional and vessel fully inert?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Does vessel have necessary cargo fittings to connect?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Can multiple cargoes be loaded/discharged simultaneously?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If applicable, does vessel have necessary vapor fittings to connect?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Expected performance based upon # of connections offered:	1 Cargo Hose		2 Cargo Hoses	
	Vessel's maximum expected discharge rate:		bbls/hr	
		M3/hr		M3/hr
Vessel's maximum loading rate (utilizing terminal's vapor collection system if applicable):		bbls/hr		bbls/hr
		M3/hr		M3/hr

Please submit this completed Pre-Arrival Questionnaire, along with the following items at least 48 hours prior to expected arrival:

Pre-Arrival Documents:

- Copy of Vapor Tightness Certificate.
- Cargo transfer plan; including tanks and product(s) to be loaded/discharged, cargo sequence, and anticipated manifold connection(s).
- Cargo stow plan and history showing previous 3 cargoes for each tank.
- Statement of receipt and acceptance of Magellan Corpus Christi Terminal Rules and Regulations (by signing at the bottom).

Attestation of deficiencies and incidents:

<p>Are there any defects to hull, machinery, or equipment which may affect the maneuvering, mooring, cargo operations, or dock performance, or which may constitute a hazard to health, safety, or the environment? If yes, please explain or attach documentation:</p>
<p>Are there any outstanding/open deficiencies including but not limited to PSC defects, CG835's, COTP Orders, CoC's, PR17's, or Major Observations from SIRE vettings? If yes, please explain or attach documentation:</p>
<p>Have there been any spills to sea or any losses of containment greater than a barrel within the last year? If yes, please explain or attach documentation:</p>
<p>Were there any reportable casualties or events occurring within the most recent sea passage? If yes, please explain or attach documentation:</p>

Will all operations and all additional operations, including but not limited to crude oil washing, barge bunkering, and storing, be conducted in accordance with all applicable ISGOTT, U.S. CFR's, and Flag State requirements? Yes No

The undersigned Master, as an agent for the above-named Vessel, agrees to be bound by all rules, regulations, terms, conditions, and charges of Magellan Terminals Holdings, LP. – Corpus Christi Marine Terminal, and its affiliates and subsidiaries, including but not limited to those set forth in the Terminal Rules and Regulations, a copy of which can be found on Magellan's website at: <https://magellanlp.com/WhatWeDo/CorpusChristi.aspx>

Please sign below and return:

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Master's Signature

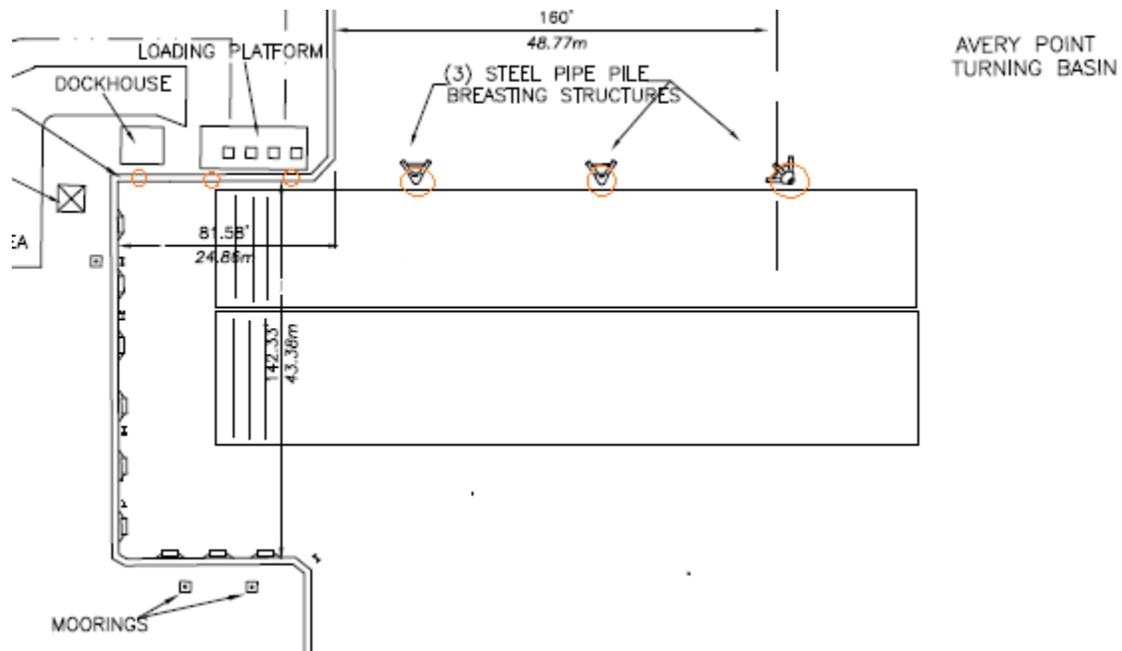
Master's Printed Name

Date

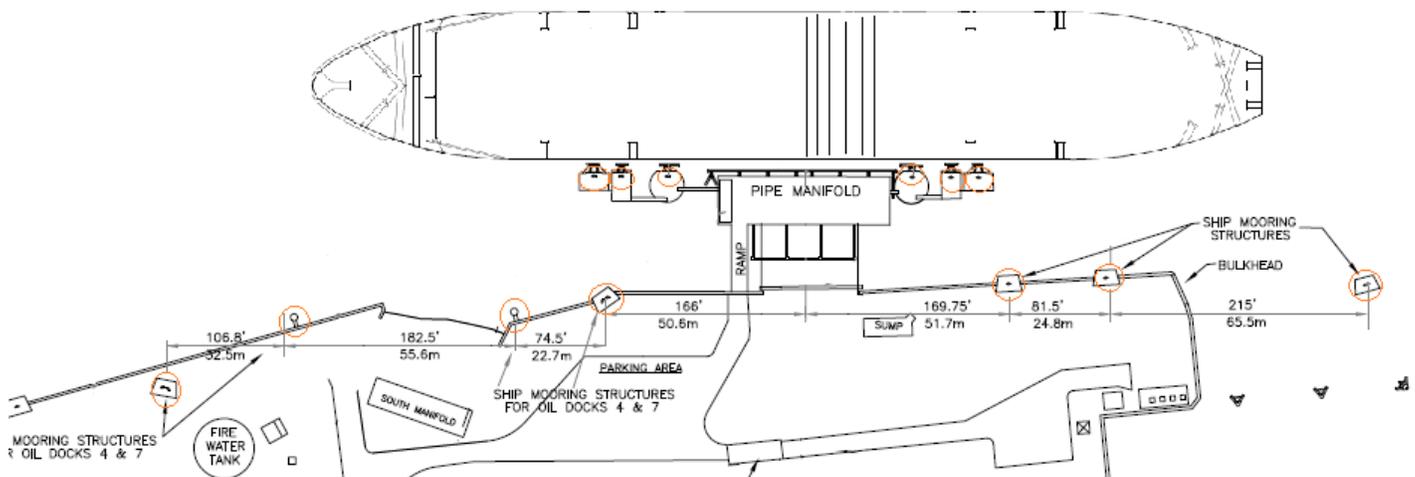
APPENDIX "B"

Available Mooring Arrangements

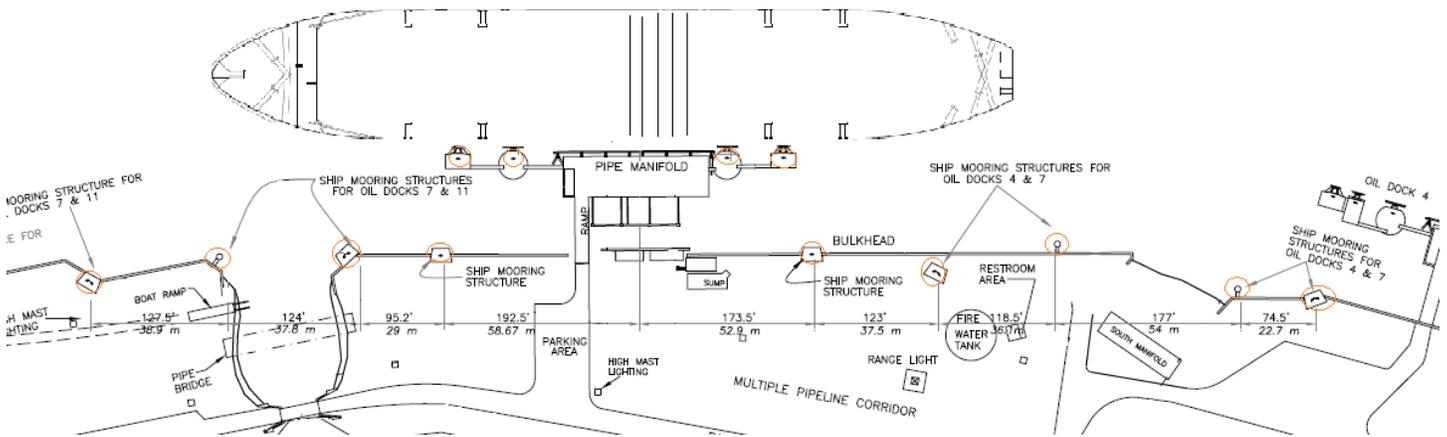
OIL DOCK 3 (Approx. 297' X 54' barges)



OIL DOCK 4 (Approx. 800' Ship)



OIL DOCK 7 (Approx. 800' Ship)



OIL DOCK 11 (Approx. 800' Ship)

