

North Carolina State Ports Authority

Terminal Tariff No. 1

Charlotte Inland Terminal

Effective Oct. 1, 2009

GENERAL RULES - REGULATIONS - DEFINITIONS

Item 5 - APPLICATION OF TARIFF:

The charges, rules and regulations published in this tariff apply on containers or chassis moving through the Charlotte Intermodal Terminal, hereinafter referred to as the "CIT", operated by the North Carolina State Ports Authority, hereinafter referred to as the "Authority".

Charges also provided for rail or truck transportation of containers between Wilmington and Charlotte, NC.

Item 10 - TARIFF RESTRICTIONS:

The charges, rules and regulations published in this tariff will not apply on containers exceeding 48 feet in length or loaded in excess of rated capacity.

Item 15 - USE OF CIT:

The use of the CIT constitutes an acceptance by the user of all charges, rules and regulations published in this tariff and the user agrees to pay all charges and be governed by all rules and regulations published in the tariff.

Item 20 - AUTHORITY LIABILITY:

The Authority shall not be responsible for any loss or damage to cargo or equipment moving through the CIT, except that resulting from its own negligence.

Item 25 - AUTHORITY HELD HARMLESS:

All users of the CIT agree to indemnify and save harmless the Authority from and against all losses, claims, demands and suits for damage, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operation on or use of the CIT.

Item 30 - RESPONSIBILITY FOR DAMAGE TO CIT:

All users of the CIT shall be held responsible for all damage resulting from their use of the CIT and the Authority shall reserve the right to repair or contract for repair of such damage. The Authority may detain equipment responsible for the damage until security has been given in the amount of the damage.

Item 35 - AUTHORITY CONTROL OF SERVICES PERFORMED:

The Authority reserves the right to control all services performed in connection with the movement of containers and/or chassis through the CIT. Services normally performed by the Authority will only be performed by Authority personnel unless permission is granted to others to perform such services. If permission is granted, the Authority shall be paid for any labor, materials or utilities it may furnish in connection with such services, including personnel it may furnish to protect its interest. No mechanical equipment may be brought or used on the CIT without permission.

Item 40 - NON-RESPONSIBILITY FOR DEMURRAGE OR DETENTION:

The Authority shall not be responsible for any demurrage or detention charges on containers and/or chassis.

Item 45 - NON-RESPONSIBILITY FOR FURNISHING CHASSIS:

The Authority accepts no responsibility for furnishing chassis or any other type of conveyance used in the transportation of containers.

Item 50 - INSURANCE:

Charges published in or referred to by this tariff do not include any expense of fire, storm, or other insurance covering owner's interest in property. All such insurance desired by the owner of the cargo must be provided by the owner. Each intermodal terminal user must have the following:

COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY -
Bodily injury or death - \$500,000 for each person and \$1,000,000 for each occurrence.

Property damage - \$500,000 each accident and \$1,000,000 aggregate.

Item 55 - REGULAR WORKING HOURS:

The regular working hours of the CIT are from 8 A.M. to 12 Noon and from 1 P.M. to 5 P.M., Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges.

Item 60 - HOLIDAYS:

The following holidays are observed by the CIT:

Veterans Day Observance	November 11, 2008
Thanksgiving	November 27-28, 2008
Christmas	December 24-26, 2008
New Year's Day	January 1, 2009
Martin Luther King's Birthday	January 19, 2009
Good Friday	April 10, 2009
Memorial Day	May 25, 2009
Independence Day	July 3, 2009
Labor Day	September 7, 2009

When a holiday falls on Saturday, the preceding Friday will be observed.
When a holiday falls on Sunday, the following Monday will be observed.

Item 65 - LEASING OF SPACE:

Leasing arrangements are negotiable only with the Authority.

Item 70 - PAYMENT OF CHARGES AND INVOICES:

All invoices are rendered in strict accordance with this tariff and are due on presentation. Failure to pay within thirty (30) days may cause the name of the responsible party to be placed on a delinquent list and such party may be denied further use of the facilities until all outstanding charges have been paid. The Authority reserves the right to estimate and collect in advance all charges if credit has not been established through the Comptroller's office of the Authority or if parties responsible for such charges have habitually been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid. The Authority reserves the right to apply any payment received against the oldest outstanding invoices.

If any invoice shall not be properly paid by the responsible party, and such invoice thereafter be referred to counsel for collection, the responsible party shall also be liable for reasonable attorney's fees in such amount as may be established by the appropriate court. If no such fees are otherwise established, "reasonable attorney's fees" shall be deemed to mean 15% of the amount of the delinquent account.

Item 75 - RESPONSIBILITY OF CHARGES:

Charges published in this tariff will be assessed against authorized parties requesting service.

Item 77 - REGISTRATION REQUIRED:

All firms conducting business with the Authority or operating on Authority facilities are required to register with the Authority. Firms shall include all corporations, partnerships or individual proprietorships. Registration will consist of completing a form to be furnished and filed with the Authority. Information to be furnished shall include the name and address of the firm and its principals or senior corporate officers, the location of all offices, a listing of business licenses in effect and credit references. The registration form must be signed by a principal or senior corporate officer of the firm and the Authority may deny use of its facilities to any firm furnishing false, incomplete or misleading information. All new firms must register prior to conducting any business or operations as defined in this item. Registration updating will be at the discretion of the Authority, unless there is a change in the corporate structure. Any such change will require an immediate update of the registration.

Item 80 - CONTAINER CHARGES AND DEFINITIONS:

Receiving containers or chassis, per receipt	\$18.75
Delivering containers or chassis, per delivery	\$18.75
Mounting containers, per mounting	\$41.70
Grounding containers, per grounding	\$41.70
Lifting containers from a flatbed or chassis to another flatbed or chassis	\$59.55
Intraterminal drayage of chassis or container on chassis	\$31.25
Storage per day or fractional part thereof, per container or bare chassis	\$2.80
Segregating Containers - Per Container Handled	\$35.95

Free Time - Five (5) consecutive days free time is granted on empty containers, with or without wheels. Five (5) consecutive days free time is granted on loaded containers, with or without wheels. Five (5) consecutive days free time is granted on bare chassis. Free time commences at the close of business day received. After expiration of free time, storage is applicable.

Receiving is the receipt of a loaded or empty container and/or chassis from the inland carrier at a designated holding area. Receiving does not include grounding the container.

Delivering is the delivery of a loaded or empty container and/or chassis to the inland carrier at a designated holding area. Delivering does not include mounting the container.

Handling is the physical movement of a loaded or empty container and/or chassis from one location at a terminal to another location at the same terminal. Handling does not include mounting or grounding the container.

Per diem is a daily charge assessed against each container or chassis for the use of Authority facilities. Per diem is assessed against all containers or chassis carried on the Authority's equipment inventory at the close of each business day.

Carriers interchange forms will be executed only to the extent of noting thereon any apparent damages or deficiencies found by ground level, outward visual inspection of containers and/or chassis at time of receipt from or delivery to inland carrier at holding area.

Holding area is any area designated by the Authority for the holding of containers and/or chassis.

No container and/or chassis leases may be terminated on Authority facilities except when such equipment is transferred directly to another party that agrees to accept all charges accruing subsequent to the transfer. A charge of \$12.85 per container or chassis transferred will be assessed against the party requesting the transfer.

***Item 85 - TRANSPORT OF CONTAINERS BETWEEN NCSPA WILMINGTON TERMINAL AND NCSPA CHARLOTTE INTERMODAL TERMINAL:**

Sprint service via truck is available to containers on chassis which are loaded to or discharged from vessels at the Port of Wilmington. This service is available only to those steamship lines, or their customers, which have regular and advertised service at the Port of Wilmington.

(All Sprint transportation to be prearranged and approved by NCSPA personnel).

Loaded or Empty containers (20', 40' and excess thereof) Transportation for "Sprint Service", per container - \$245.00

Loaded or Empty containers (20', 40' and excess thereof) Administrative Fee for "Sprint Service", per container - \$50.00

A fuel surcharge will be assessed to each container movement, based on current market rate. Customers should confirm the surcharge rate at time of service request.

EXCESS WEIGHT

Containers will be billed additional charges as follows:

20'	38,000 lbs – 43,000 lbs	\$22.45
	43,001 lbs – 46,000 lbs	\$39.35
40'	46,001 lbs – 49,000 lbs	\$39.35
	49,001 lbs – 52,000 lbs	\$56.20

Special arrangements are **required** for 20' containers over 46,000 pounds and 40' containers over 52,000 pounds.