

VIRGINIA INLAND PORT

TARIFF NO. 2

GOVERNING
CHARGES, RULES AND REGULATIONS

AT

THE VIRGINIA INLAND PORT (VIP)
7685 WINCHESTER ROAD
U. S. ROUTE 340 AND 552
FRONT ROYAL, VIRGINIA 22630

Changes effective October 1, 2015 are indicated by the following symbol within the body of the item:

- (A) - Addition
- (C) – Change in Wording which results in neither increases nor reductions in charges
- (D) – Deletion
- (I) - Increase

EFFECTIVE: October 1, 2015

**VIRGINIA INLAND PORT
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TERMINAL FACILITIES

VIRGINIA INLAND PORT (VIP) is an intermodal container transfer facility. The Terminal is designed to facilitate the receipt and delivery of containers to a trucker. Containers are transported via rail between Virginia Inland Port and a Hampton Roads Marine Terminal.

VIRGINIA INTERNATIONAL TERMINALS, LLC (VIT) operates the intermodal facility, Virginia Inland Port as well as four marine terminals in Hampton Roads: Norfolk International Terminals, (NIT) Portsmouth Marine Terminal, (PMT) Newport News Marine Terminal (NNMT) and Virginia International Gateway (VIG).

HAMPTON ROADS MARINE TERMINALS

Norfolk International Terminals
7737 Hampton Boulevard
Norfolk, Virginia 23505

Virginia International Gateway
1000 APM Terminal Boulevard
Portsmouth, Virginia 23703

Portsmouth Marine Terminal
2000 Seaboard Avenue
Portsmouth, Virginia 23707

Newport News Marine Terminal
21st Street and Terminal Avenue
Newport News, Virginia 23607

EFFECTIVE: JANUARY 1, 1996

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EFFECTIVE: JUNE 1, 2000

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EFFECTIVE: OCTOBER 1, 2005

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SECTION I

GENERAL RULES AND REGULATIONS

Rules and Regulations contained in this Section
will apply in the absence of specific Rules and
Regulations in other sections of this Tariff or
as elsewhere published by Virginia International
Terminals, Inc.

EFFECTIVE: JANUARY 1, 1996

Issued by - Virginia International Terminals, LLC
P.O. BOX 1387 Norfolk, Virginia, 23501 U.S.A.

**VIRGINIA INLAND PORT
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SECTION I - GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
5100	<p><u>GENERAL APPLICATION</u> Charges, rates, rules and regulations published in this tariff apply to the facility of the Virginia Inland Port, herein referred to as the "Terminal" or "VIP".</p> <p>Charges published in this tariff shall be assessed and collected by the Terminal on containers received at and/or delivered from the Virginia Inland Port. Containers will not be received unless proper documents are furnished and credit has been established.</p> <p>The stack and parking areas operated by VIT must be kept open and fluid. The Terminal does not obligate itself to provide services beyond the reasonable capacity of the property and facilities.</p> <p>Containers held in excess of Free Time allowed are subject to container storage. The party requesting the rail container movement is considered the shipper and consignee unless otherwise specifically stated in writing.</p> <p>The Terminal will be considered a depot and will not consider or permit itself to be considered the shipper, consignee, freight forwarder or common carrier of any cargo or container</p>
5102	<p><u>APPLICATION OF TARIFF AND AMENDMENTS</u> Charges, rates, rules and regulations published in this tariff shall apply equally to users of the facilities of the Terminal and shall apply on and after the effective date of this tariff or amended pages or special supplements thereto.</p>
5104	<p><u>CONSENT TO THE TERMS OF THE TARIFF</u> Use of the facilities under the jurisdiction of the Terminal shall constitute a consent of the terms and conditions of this Tariff and represents an agreement on the part of all truckers, vessel owners and agents, freight forwarders, brokers, agents, and all other users of these facilities, to pay all applicable charges and be governed by all rules and regulations published by Virginia International Terminals, Incorporated.</p>
5106	<p><u>TERMINAL RIGHTS</u> The Terminal reserves the right to control and perform all operations on the premises and facilities under its control.</p>
5108	<p><u>USER'S REQUESTS AND COMPLAINTS</u> Requests, complaints, and inquiries on matters relating to rates, rules, and regulations in this tariff should first be addressed to the Terminal Manager. Requests or complaints not resolved by the Terminal Manager may then be referred to the Director, Operations and Labor, Virginia International Terminals, LLC, P. O. Box 1387, Norfolk, Virginia 23501.</p>
	EFFECTIVE: JANUARY 1, 1996

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P.O. BOX 1387 Norfolk, Virginia, 23501 U.S.A.

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SECTION I - GENERAL RULES AND REGULATIONS

ITEM

APPLICATION

5110

CREDIT AND PAYMENT OF INVOICES

- A. On each inbound or outbound shipment moving over Terminal facilities, the responsibility for the payment of Terminal charges shall rest with those who perform the forwarding functions on such shipments unless other arrangements have been made.
- B. Users of Terminal facilities shall be required to permit VIT access to manifests, loading or discharge lists, rail or motor carrier freight bills or other pertinent documents for the purpose of audit to determine the correctness of reports filed and to secure necessary data to permit correct billing of charges.
- C. Invoices rendered in accordance with this tariff are due on presentation. Failure to pay within thirty (30) calendar 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. Invoices not paid within thirty (30) calendar days are subject to a one and one-half percent (1-1/2%) service charge per month and legal action may be instituted. The Terminal reserves the right to estimate and collect in advance all charges which may accrue against cargo or container if credit has not been established with the Terminal or if parties representing such cargo or container have regularly been on the delinquent list. Use of the facilities may be denied until such advance charges have been paid. The Terminal reserves the right to apply any payment received against the oldest undisputed outstanding invoices.
- D. The Terminal may extend credit to any user of the facilities upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements (certified by an independent certified public accountant) or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references; including a bank reference.

The Terminal may extend credit to new users or those users not granted credit who will post and maintain a Letter of Credit or Indemnity Bond in the form and content, and with a company acceptable to the Terminal in an amount equal to the maximum liability for a period of time or as determined by the Terminal.

Letters of Credit and Indemnity Bonds are required to insure the Terminal against the loss of funds and indemnify the Terminal in full payment of bills that accrue for the use of facilities or services rendered by the Terminal.

Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills as specified above.

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<u>ITEM</u>	<u>APPLICATION</u>
5112	<p><u>CHARITABLE AND MILITARY CARGO</u> The Terminal may, for charitable purposes, adjust Free Time or negotiate special rates. Special arrangements may be made for the handling of military cargo by the Terminal.</p>
5114	<p><u>REGULAR WORKING HOURS</u> The recognized regular working hours of the Terminal are from 7:00 a.m. until 4:00 p.m., Monday through Friday. Holidays exempted.</p>
5116	<p><u>OVERTIME WORKING HOURS</u> When the Terminal performs work at other than regular working hours for the convenience of the cargo interests, the applicable charges under this tariff shall be applied.</p>
5118	<p><u>TARIFF RESTRICTIONS - HAZARDOUS MATERIALS</u> Articles defined as hazardous materials or of an otherwise objectionable or hazardous nature, or of uncertain value will not come under this tariff or be provided with Terminal services except under advance arrangement with the Terminal.</p> <p>IMPORT - Complete Department of Transportation (DOT) hazardous cargo documentation must be received by VIT prior to raming the container.</p> <p>EXPORT - Complete Department of Transportation (DOT) and International Maritime Organization (IMO) hazardous cargo documentation must accompany each shipment of hazardous cargo or be pre-lodged with the Terminal prior to cargo arrival at VIP.</p>
5120	<p><u>TARIFF RESTRICTIONS - RAILROAD REQUIREMENTS</u> Any user who presents a container empty or loaded for Rail Container Movement certifies that the container and cargo complies with the Norfolk and Western Railway Company and Southern Railway Company Exempt Intermodal Transportation Rules, Circular No. 1 - A as amended and in effect at time of presentation to VIT.</p>
5122	<p><u>IMPROPERLY LOADED CONTAINER</u> Containers which, in the judgment of the Terminal, are improperly loaded, will not be handled at regular tariff rates. The ocean carrier or shipper will be contacted and an agreement reached to cover the cost of handling such containers. Trash, fastening, dunnage, paper and refuse will not be cleaned from containers except by special arrangement.</p>
5124	<p><u>REMOVAL OF OBJECTIONABLE CARGO</u> The Terminal reserves the right to move to another location, at the risk and expense of the owner any cargo, container or other material, which in their judgment, is likely to damage other property.</p>
EFFECTIVE: JANUARY 1, 1996	

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P.O. BOX 1387 Norfolk, Virginia, 23501 U.S.A.

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<u>ITEM</u>	<u>APPLICATION</u>
5126	<p><u>DISPOSITION OF UNDELIVERED/UNWANTED CARGO</u> The Terminal reserves the right to sell, for accrued charges, any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners, or agents after due notice has been mailed or delivered to such known parties. The Terminal reserves the right to charge the beneficial owner for all costs incurred in disposing of abandoned cargo which is unclaimed, refused or unwanted.</p>
5128	<p><u>RECEIPT OF EXPORT CONTAINERS</u> The following information is required for acceptance of export containers: 1) Container Number 2) Exporting Ocean Carrier/Vessel/Voyage 3) Vessel Booking Number 4) Foreign Port of Discharge 5) Commodity 6) Exporter/Shipper/Freight Forwarder 7) Weight 8) DOT and IMO Hazardous Documentation and Certificate (When Required)</p>
5130	<p><u>SAFETY</u> Parties using the Terminal are required to conform with any and all municipal, state and federal law, codes or regulations, including but not limited to OSHA, USCG, EPA, Department of Homeland Security, DOT and will be held responsible for any violations of same.</p>
5132	<p><u>INSURANCE</u> Charges published in this tariff do not include any expense of fire, storm, or other cargo insurance covering the owner's interest in the cargo nor will such insurance be provided by VIT under its policies.</p>
5134	<p><u>RESPONSIBILITY FOR DAMAGE TO FACILITIES</u> Users of the Terminal property and facilities, including vehicles, common carriers, etc., their owners, agents and operators, shall be responsible for all damage resulting from the use of such property and facilities. The Terminal reserves the right to repair, replace, or contract for the same, or otherwise cause to be replaced or repaired, any and all damages to the Terminal property and facilities including but not limited to damages to warehouses, transit sheds, equipment, rail, shop facilities, water, heat, light, etc., and hold the user or users, their vehicles, common carriers, etc., their owners, agents and operators, or any other party or parties that may be in any way considered responsible for the damages, liable for payment of damages, together with all interests, costs and attorney's fees that may be incurred in the collection of the damages. The Terminal may detain any vehicle, common carrier, etc., that it may consider responsible for any damage to the facilities until sufficient security has been given to cover all damages, interest, costs and attorney's fees. This item is not to be construed as holding a Terminal user liable for any portion of damages caused solely by the Terminal's negligence.</p>
EFFECTIVE: OCTOBER 1, 2005	

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SECTION I - GENERAL RULES AND REGULATIONS

ITEM

APPLICATION

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CONTAINERS LOADED IN EXCESS OF RATED CAPACITY

The rates, rules, regulations, and charges published in this tariff are not applicable to Standard seagoing containers loaded in excess of their rated capacity. The Terminal will not permit its mechanical equipment designed for movement or carriage of containers to be used in any way to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should the Terminal's equipment or crane be used to lift, move or transport a container which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

5138

LIMITATION OF LIABILITY

The Terminal, for the services performed under this tariff, assumes no liability for loss or damage to freight or cargo handled or transshipped through the Terminal, including but not limited to loss or damage caused by strikes, fire, water, action of the elements, theft, or other causes.

The Terminal in any event shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. In no case shall the Terminal be liable for a sum in excess of \$500.00 per package or non-packaged object unless the shipper, consignee, trucker, railroad, or other inland carrier, or their representatives, prior to the commencement of such services or use of such facilities, declares a higher value and pays to the Terminal, in addition to the other charges for such services as herein set forth, a premium computed at one percent (1%) of the declared value of each package or non-packaged object. In such event, the Terminal shall be liable for the full declared value of each such package or non-packaged object for damage resulting from its failure to exercise due care in performing the services or affording the facilities provided for herein. The word "package" shall include any van, container or other form of cargo unitization.

Since no attempt is made by the Terminal to supply any protection from the elements, the Terminal accepts no liability or responsibility for any loss or damage that may occur to the cargo remaining on the Terminal at any time, nor for injuries, damages, or delays caused by equipment, cranes, and/or operators of same leased by the Terminal.

This item is not to be construed as requiring any Terminal user to indemnify the Terminal for damages sustained which are solely attributed to the Terminal's negligence.

This limitation provision applies solely to the terminal operator of the Virginia Inland Port and does not affect the liability of any party other than the said terminal operator.

EFFECTIVE: JANUARY 1, 1996

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SECTION I - GENERAL RULES AND REGULATIONS

ITEM

APPLICATION

5140

TERMINAL HELD HARMLESS

Each vessel, carrier, stevedore, shipper, consignee, beneficial cargo owner, contractor, railroad, trucker, and all other users of the terminal facilities, jointly and severally, agree to defend, indemnify and save harmless VIT, its affiliates, officers, employees, and agents from and against all losses, claims, liability, demands, fines, penalties, suits, actions, damages, costs and reasonable attorney's fees, including without limitation those arising from personal injury or death, or damage or destruction of property, incident to or resulting from (i) operations on the terminals and/or the use of the terminals' equipment and facilities by such user, its employees, agents, or contractors, (ii) breach of, or failure to comply with, this Tariff by such user, its employees, agents, or contractors, and/or (iii) incorrect information being provided by such user, its employees, agents, or contractors in connection with cargo or containers handled on the terminals, such as without limitation, incorrect weights.

Notwithstanding the foregoing, however, nothing in this Tariff shall be construed to exculpate or relieve VIT from liability for its own negligence, or impose upon others the obligation to indemnify or hold-harmless VIT from liability for its own negligence.

5142

NOTIFICATION OF LOSS OR DAMAGE

Claims for loss or damage must be submitted immediately upon discovery, and in no event more than thirty days from occurrence, in writing to VIT. Lack of timely notification shall be cause for denial. In any event, VIT shall be discharged from all liability for loss or damage unless suit is brought within one year from occurrence.

EFFECTIVE: JULY 22, 2013

VIRGINIA INLAND PORT

TARIFF NO. 2

SECTION II

DEFINITION OF TERMS AND OPERATION

EFFECTIVE: JANUARY 1, 1996

Issued by - Virginia International Terminals, LLC
P.O. BOX 1387 Norfolk, Virginia, 23501 U.S.A.

**VIRGINIA INLAND PORT
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SECTION II - DEFINITION OF TERMS AND OPERATION													
ITEM	APPLICATION												
5202	<p><u>CHASSIS</u> The term CHASSIS refers to the chassis, frame, bogie, flatbed trailer or other wheeled unit, normally used in the over the road conveyance of standard seagoing containers.</p>												
5204	<p><u>CHASSIS BANDING</u> The term CHASSIS BANDING refers to the stacking, chocking, and strapping of chassis into a single bundle capable for movement over the road by the bottom chassis.</p>												
5206	<p><u>CHASSIS BREAKING DOWN BUNDLES</u> The term CHASSIS BREAKING DOWN BUNDLES refers to the removal of strapping and chocking material used to stack chassis for movement as a bundle and placing each chassis into a designated parking area.</p>												
5208	<p><u>CHASSIS LEASING</u> The term CHASSIS LEASING refers to the availability of leasing chassis from the Hampton Roads Co-Op Pool ("HRCP II"). All leased chassis shall be subject to a written lease between HRCP II and the Lessee which incorporate Standard Chassis Lease Terms. A copy of the HRCP II Chassis Lease and the Standard Chassis Lease Terms are attached to this tariff as Appendix A and incorporated by reference herein.</p>												
5210	<p><u>CHASSIS STORAGE</u> The term CHASSIS STORAGE refers to the charge for storage of excessive road-worthy chassis or damaged chassis. Sufficient road-worthy chassis will be permitted at VIP to allow all import containers to be placed on wheels upon deramping. VIP will not charge chassis storage for road-worthy chassis, provided the quantity is consistent with container flow. The ocean carrier will be notified of excess chassis and given thirty (30) calendar days for removal. Road-worthy chassis not removed will be charged storage.</p>												
5212	<p><u>CONTAINER</u> The term CONTAINER refers to the "Standard" 20-foot, 40-foot or 45-foot seagoing container, having approximately the following basic dimensions with any height:</p> <table style="margin-left: 40px; border: none;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>20-foot</u></th> <th style="text-align: center;"><u>40-foot</u></th> <th style="text-align: center;"><u>45-foot</u></th> </tr> </thead> <tbody> <tr> <td>Overall Length</td> <td style="text-align: center;">19' 10-1/2"</td> <td style="text-align: center;">40' 0"</td> <td style="text-align: center;">45' 0"</td> </tr> <tr> <td>Overall Width</td> <td style="text-align: center;">8' 0"</td> <td style="text-align: center;">8' 0"</td> <td style="text-align: center;">8' 0"</td> </tr> </tbody> </table> <p>A CONTAINER, when used for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglass, plastic or wooden construction; however, the container must confine and protect its contents from loss or damage from the elements and must be susceptible to being handled in transit as a unit.</p> <p>Oversized or over height containers refers to any container where the cargo extends beyond the design length, width or height of the container. A CONTAINER with dimensions in excess of the following will not be accepted due to railroad restrictions:</p> <ol style="list-style-type: none"> a) Overall height in excess of 13 feet 6 inches b) Overall length in excess of 48 feet c) Overall width in excess of 102 inches d) Measurement from center line of container to outermost lateral point, in excess of 51 inches 		<u>20-foot</u>	<u>40-foot</u>	<u>45-foot</u>	Overall Length	19' 10-1/2"	40' 0"	45' 0"	Overall Width	8' 0"	8' 0"	8' 0"
	<u>20-foot</u>	<u>40-foot</u>	<u>45-foot</u>										
Overall Length	19' 10-1/2"	40' 0"	45' 0"										
Overall Width	8' 0"	8' 0"	8' 0"										
5214	<p><u>COFC</u> The term COFC - Container on Flat Car - refers to a container without wheels on a railcar.</p>												
EFFECTIVE: JUNE 1, 2000													

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SECTION II - DEFINITION OF TERMS AND OPERATION

ITEM	APPLICATION
5218 (I)	<p><u>DAMAGED, ABANDONED OR UNIDENTIFIED EQUIPMENT DISPOSITION</u> VIT will not permit storage of damaged, abandoned or unidentified equipment on the facilities. The steamship line shall be notified in writing that they have five days to repair the equipment or remove them from the terminal. If after proper notification the equipment still remains on the facility in a damaged condition, VIT shall remove the units at a cost of \$22.05 (Item 5315 A) each and place in storage at \$30.15 per day in areas adjacent to the terminal.</p>
5220	<p><u>DELIVERING</u> The term DELIVERING refers to the physical exchange of a container or a chassis between VIT and the motor carrier (trucker). VIT will perform the necessary clerical work and perform a visual M & R inspection at the gate.</p>
5222	<p><u>DERAMPING</u> The term DERAMPING refers to the removal of a container from a railcar.</p>
5226	<p><u>FREE TIME</u></p> <p>NORTHBOUND Containers, loaded or empty, with or without wheels held in an area designated by VIT will be granted one period of ten (10) consecutive days FREE TIME beginning with the first 08:00 a.m. after deramping the VIP train to departure at VIP.</p> <p>SOUTHBOUND Loaded containers, with or without wheels held in an area designated by VIT will be granted one period of ten (10) consecutive days FREE TIME beginning with the first 08:00 a.m. after placement at VIP terminal to departure at any VIT Terminal.</p> <p>Empty containers, with or without wheels held in an area designated by VIT will be granted one period of fifteen (15) consecutive days FREE TIME beginning with the first 08:00 a.m. after placement at VIP terminal to departure at any VIT Terminal.</p> <p>FREE TIME applies to the ocean carrier only and all storage charges are for account of the ocean carrier.</p>
5228	<p><u>HAZARDOUS MATERIAL</u> The term HAZARDOUS MATERIAL refers to cargo which is regulated in transportation by the U. S. Department of Transportation, International Maritime Organization, or Environmental Protection Agency.</p>
	EFFECTIVE: OCTOBER 1, 2005

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SECTION II - DEFINITION OF TERMS AND OPERATION																					
<u>ITEM</u>	<u>APPLICATION</u>																				
5230	<p><u>HOLIDAYS</u> The Terminal will be closed for receiving and delivering containers and U.S. Customs services unless prior arrangement for overtime is made. In the event a holiday occurs on either Saturday or Sunday, either the preceding Friday or the following Monday will be observed as the holiday. Holidays are as follows:</p> <table border="0"> <tr> <td>New Year's Day</td> <td>January 1</td> </tr> <tr> <td>Lee-Jackson-King Day</td> <td>Third Monday in January</td> </tr> <tr> <td>George Washington's Birthday</td> <td>Third Monday in February</td> </tr> <tr> <td>Memorial Day</td> <td>Last Monday in May</td> </tr> <tr> <td>Independence Day</td> <td>July 4</td> </tr> <tr> <td>Labor Day</td> <td>First Monday in September</td> </tr> <tr> <td>Columbus Day</td> <td>Second Monday in October</td> </tr> <tr> <td>Veterans Day</td> <td>November 11</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Fourth Thursday in November</td> </tr> <tr> <td>Christmas Day</td> <td>December 25</td> </tr> </table>	New Year's Day	January 1	Lee-Jackson-King Day	Third Monday in January	George Washington's Birthday	Third Monday in February	Memorial Day	Last Monday in May	Independence Day	July 4	Labor Day	First Monday in September	Columbus Day	Second Monday in October	Veterans Day	November 11	Thanksgiving Day	Fourth Thursday in November	Christmas Day	December 25
New Year's Day	January 1																				
Lee-Jackson-King Day	Third Monday in January																				
George Washington's Birthday	Third Monday in February																				
Memorial Day	Last Monday in May																				
Independence Day	July 4																				
Labor Day	First Monday in September																				
Columbus Day	Second Monday in October																				
Veterans Day	November 11																				
Thanksgiving Day	Fourth Thursday in November																				
Christmas Day	December 25																				
5236	<p><u>M&R</u> The term M&R refers to the maintenance and repair functions performed on containers and chassis.</p>																				
5240	<p><u>MOTOR CARRIER</u> The term MOTOR CARRIER includes but is not limited to any company, owners, agents, operators or employee who performs or causes to perform the physical movement of a container to or from the VIP using a motor vehicle.</p>																				
5248	<p><u>OCEAN CARRIER</u> The term OCEAN CARRIER refers to a vessel, or its owners or agents who advertises a schedule and maintains regular sailings to and from a Hampton Roads Marine Terminals. (Refer to Page 2 of this Tariff)</p>																				
5252	<p><u>PLACARDING</u> The term PLACARDING refers to preparation and affixing of a placard to a container. Instruction to placard must be in writing.</p>																				
EFFECTIVE: OCTOBER 1, 1999																					

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SECTION II - DEFINITION OF TERMS AND OPERATION

ITEM	APPLICATION
5254	<p><u>RAIL CONTAINER MOVEMENT</u></p> <p>I. NORTHBOUND</p> <p>The term NORTHBOUND CONTAINER refers to a container used to transport a shipment from a foreign or domestic offshore port.</p> <p>Containers will be handled in the following manner:</p> <ol style="list-style-type: none"> 1. If applicable, container will be drayed to Norfolk International Terminals or Virginia International Gateway. <p style="margin-left: 40px;">VIT will arrange and pay for the drayage of containers from NEWPORT NEWS MARINE TERMINAL or PORTSMOUTH MARINE TERMINAL.</p> 2. Container will be ramped from the chassis or from the stack at Norfolk International Terminals or Virginia International Gateway and transported via rail to Virginia Inland Port. Container charges incurred at Norfolk International Terminals or Virginia International Gateway will be billed in accordance with the Virginia International Terminals, Incorporated Schedule of Rates No. 1, Section IV. (Note). 3. Container will be deramped at Virginia Inland Port to a chassis provided by the ocean carrier and placed in a designated parking area or to the stack. <p style="margin-left: 40px;">If a leased chassis is utilized, then a chassis leasing charge (Item 5342) will be assessed.</p> 4. VIT will perform the necessary clerical work to effect the physical exchange of the container between VIT and the motor carrier. VIT will perform a visual M & R inspection at the gate. <p>II. SOUTHBOUND</p> <p>The term SOUTHBOUND CONTAINER refers to a container used to transport a shipment from a domestic point.</p> <p>Containers will be handled in the following manner:</p> <ol style="list-style-type: none"> 1. VIT will perform the necessary clerical work to effect the physical exchange of the container between the motor carrier and VIT. VIT will weigh the container and perform a visual M & R inspection at the gate. 2. Container will be parked in a designated parking area by the motor carrier or container will be stacked. 3. Container will be ramped from the chassis or from the stack at Virginia Inland Port and transported via rail to Norfolk International Terminals or APM Terminal. 4. Container will be deramped at Norfolk International Terminals or Virginia International Gateway to (1) an ocean carrier's chassis, (2) a lease chassis, or (3) to the stack. Container charges incurred at Norfolk International Terminals or Virginia International Gateway will be billed in accordance with the Virginia International Terminals, Incorporated Schedule of Rates No. 1, Section IV. (Note)
	EFFECTIVE: JULY 22, 2013

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

THIRD REVISED PAGE 17

SECTION II - DEFINITION OF TERMS AND OPERATION

ITEM	APPLICATION
5254	<p><u>RAIL CONTAINER MOVEMENT</u> (Continued)</p> <p>5. If applicable, container will be drayed from Norfolk International Terminals or Virginia International Gateway.</p> <p>VIT will arrange and pay for the drayage of containers to NEWPORT NEWS MARINE TERMINAL or PORTSMOUTH MARINE TERMINAL. If a leased chassis is utilized to dray container, the container may remain on the leased chassis at the ocean carrier's expense if proper arrangements are made with the leasing company and VIT. The chassis leasing charge will be for the account of the ocean carrier.</p> <p>Note - Container received from or delivered to a non-VIT facility will be assessed a ramping or deramping charge at Norfolk International Terminals or Virginia International Gateway.</p> <p>III. WEIGHT</p> <p>In connection with VIT's providing rail service to NORTHBOUND containers on railcars, the carrier/steamship line must provide VIT with the correct weight of all such containers by method acceptable to VIT. The carrier/steamship line shall use only containers in suitable condition and shall assure that the cargo does not exceed the container manufacturer's posted cargo weight limitation. The carrier/steamship line shall defend, indemnify, and hold VIT, its affiliates, officers, employees, and agents from and against all losses, claims, liability, demands, fines, penalties, suits, actions, damages, costs and reasonable attorney's fees, including without limitation those arising from personal injury or death, or damage or destruction of property, incident to or resulting from a breach of the foregoing requirements. Nothing in the foregoing shall be construed to exculpate VIT from its own negligence or to impose an obligation to indemnify or hold harmless VIT for its own negligence. This indemnity is separate from the indemnity in Item 5140 of this Tariff.</p>
5256	<p><u>RAMPING</u></p> <p>The term RAMPING refers to the placement of a container on a railcar.</p>
5258	<p><u>RECEIVING</u></p> <p>The term RECEIVING refers to the physical exchange of container or a chassis between the motor carrier and VIT. VIT will weigh the container and perform a visual M & R inspection at the gate.</p>
5260	<p><u>RECEIVING CONTAINERS WITH DAMAGE OR VARIANCES</u></p> <p>Containers having damage or variances which may impede normal movement with the Terminal's mechanical equipment will not be Received and/or Delivered unless arrangements have been made with the Terminal.</p> <p>Damaged containers not repaired or removed from VIP within thirty (30) calendar days will be charged the damaged container storage fee.</p>
5262	<p><u>RECEIVING OR DELIVERING CONTAINERS OR CHASSIS BY TRUCK DURING OVERTIME</u></p> <p>The term RECEIVING OR DELIVERING CONTAINERS OR CHASSIS BY TRUCK DURING OVERTIME refers to the charge (Item 5330) for keeping the gate open for the motor carrier either prior to or after the regular straight time hours. This charge is in addition to other charges listed under this tariff.</p>
EFFECTIVE: JULY 22, 2013	

Issued by - Virginia International Terminals, LLC
P.O. BOX 1387 Norfolk, Virginia, 23501 U.S.A.

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

SECOND REVISED PAGE 18

SECTION II - DEFINITION OF TERMS AND OPERATION	
ITEM	APPLICATION
5264	<p><u>REHANDLING</u> REHANDLING is the service of physically moving a container any place on the Terminal facility at the direction of the ocean carrier.</p> <p>A. Wheeled Container The term REHANDLING WHEELED CONTAINER refers to the moving or towing with Terminal tractor and operator of a container on its own chassis (furnished by owner or agent), between any two points on the Terminal.</p> <p>B. Stacked Container The term REHANDLING STACKED CONTAINER refers to the placing of a container in the stack or removing a container from the stack to a chassis.</p> <p>C. Chassis Change The term REHANDLING CHASSIS CHANGE refers to the removal of a container from one chassis and immediate placement of the container to another chassis.</p> <p>D. Sling container The term REHANDLING SLING CONTAINER refers to the removal of a container from a chassis or stack location and placement of the container to another chassis or stack location using a sling operation.</p>
5266	<p><u>SEALING</u> The term SEALING refers to affixing a seal to a container as requested by any government agency, ocean carrier or other authorized party.</p>
5268	<p><u>SLING OPERATION</u> The term SLING OPERATION refers to the requirement to utilize slings or a method other than the normal procedure for rehandling, ramping or deramping a container.</p>
5274	<p><u>SPECIAL SERVICES</u> The term SPECIAL SERVICES refers to services performed for which there is not a published charge.</p>
5276	<p><u>STACK AND/OR PARKING AREA</u> The term STACK AND/OR PARKING AREA refers to the designated open storage or parking area at VIP where loaded or empty containers and chassis can be held in custody of the Terminal on instructions by the owner or agent of said container or chassis.</p>
5278	<p><u>STACKED CONTAINER</u> The term STACKED CONTAINER refers to a container, loaded or empty, that is grounded to a stack area.</p>
(D)5279	<p>TOFC Deleted effective July 15, 2006</p>
5280	<p><u>TON</u> Except as otherwise provided in individual terms, TON refers to 2,000 pounds.</p>
EFFECTIVE: OCTOBER 1, 2005	

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

ORIGINAL PAGE 19

SECTION II - DEFINITION OF TERMS AND OPERATION

ITEM	APPLICATION																																								
5282	<p><u>TRAIN SCHEDULE</u></p> <table style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;"><u>Day of the Week</u></th> <th style="text-align: center;"><u>Ramp NIT</u></th> <th style="text-align: center;"><u>Deramp NIT</u></th> <th style="text-align: center;"><u>Ramp VIP</u></th> <th style="text-align: center;"><u>Deramp VIP</u></th> </tr> </thead> <tbody> <tr><td>Monday</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td></tr> <tr><td>Tuesday</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td></tr> <tr><td>Wednesday</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td></tr> <tr><td>Thursday</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td></tr> <tr><td>Friday</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td></tr> <tr><td>Saturday</td><td style="text-align: center;">X</td><td style="text-align: center;">X</td><td></td><td></td></tr> <tr><td>Sunday</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p style="margin-left: 40px;">X - Function occurs on day indicated Train loading cut-off VIP 3:00 p. m. daily * NIT 10:30 a. m. daily * * - Exceptions can be coordinated with Terminal Manager - Train arrives next day, p.m. available.</p>	<u>Day of the Week</u>	<u>Ramp NIT</u>	<u>Deramp NIT</u>	<u>Ramp VIP</u>	<u>Deramp VIP</u>	Monday	X	X	X	X	Tuesday	X	X	X	X	Wednesday	X	X	X	X	Thursday	X	X	X	X	Friday	X	X	X	X	Saturday	X	X			Sunday				
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Thursday	X	X	X	X																																					
Friday	X	X	X	X																																					
Saturday	X	X																																							
Sunday																																									
5286	<p><u>TRUCKER</u> The term TRUCKER, as used in this tariff, includes but is not limited to any company, owners, agents, operators, or employee who performs or causes to perform the physical movement of a container to or from the Virginia Inland Port using a motor vehicle.</p>																																								
5288	<p><u>USAGE CHARGE</u> The term USAGE CHARGE refers to a charge (Item 5395) for the use of the Terminal facilities by any ocean carrier, rail carrier, motor carrier, independent contractor, shipper, or consignee, their agents, servants, and/or employees, for which a charge is not otherwise specified in this tariff.</p>																																								
5290	<p><u>USER</u> The term USER refers to vehicles, common carriers, truckers, independent owner/operators, railroads, ocean carriers, other users, their owners, agents and operators.</p>																																								
5296	<p><u>VESSEL</u> The term VESSEL means a self-propelled floating craft or ocean going barge used in direct international commerce.</p>																																								
5298	<p><u>WHEELED CONTAINER</u> The term WHEELED CONTAINER refers to a container, loaded or empty, on a chassis furnished by the owner or agent.</p>																																								
EFFECTIVE: JANUARY 1, 1996																																									

VIRGINIA INLAND PORT

TARIFF NO. 2

SECTION III

RATES

EFFECTIVE: JANUARY 1, 1996

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

EIGHTH REVISED PAGE 21

SECTION III - RATES																									
ITEM	APPLICATION																								
5300 (I)	<u>RAIL CONTAINER MOVEMENT</u> - Per container Northbound or Southbound. *Fuel Surcharge not included in rate.																								
	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"></td> <td style="width: 30%; text-align: center;"><u>COFC</u></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;">(LOAD)</td> <td></td> <td style="text-align: right;">\$331.00*</td> </tr> <tr> <td style="text-align: center;">(EMPTY)</td> <td></td> <td style="text-align: right;">\$245.00*</td> </tr> </table>		<u>COFC</u>		(LOAD)		\$331.00*	(EMPTY)		\$245.00*															
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5315 (I)	<u>REHANDLING CONTAINERS</u> A. Wheeled Container B. Stacked Container C. Chassis Change D. Sling Container																								
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5320 (I)	<u>CONTAINER STORAGE</u> - Per day Under 27 feet Over 27 feet																								
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5325 (I)	<u>RECEIVING OR DELIVERING CHASSIS</u> - Per chassis																								
	\$6.10																								
5326 (I)	<u>RECEIVING OR DELIVERING CONTAINERS</u>																								
	\$48.90																								
5330 (I)	<u>RECEIVING OR DELIVERING CONTAINERS OR CHASSIS BY TRUCK DURING OVERTIME</u> - Per container																								
	\$89.60																								
5335 (I)	<u>DEVANNING FOR U.S. CUSTOMS INSPECTION</u> Tailgate inspection: Straight Time Overtime Additional package Maximum per container Intensive examination: Straight Time Overtime																								
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EFFECTIVE: OCTOBER 1, 2007

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

EIGHTH REVISED PAGE 22

SECTION III - RATES

ITEM	APPLICATION	
5340 (I)	<u>CHASSIS LOADING/UNLOADING FROM A FLATBED TRAILER</u>	\$52.93
5341 (I)	<u>CHASSIS RAIL MOVEMENT</u> Bare chassis 20'/40'	\$227.55
5342 (I)	<u>CHASSIS LEASING</u>	
	20'/40' - Per day	\$18.20
	20' Triple axel slider chassis - per day	\$40.55
5345 (I)	<u>CHASSIS STACKING/BANDING</u>	
	Two chassis high - per stack	\$149.30
	Three chassis high - per stack	\$271.40
	Four chassis high - per stack	\$382.75
	Five chassis high - per stack	\$502.25

EFFECTIVE: OCTOBER 1, 2007

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

FIFTH REVISED PAGE 23

SECTION III - RATES		
ITEM	APPLICATION	
5350 (I)	<u>CHASSIS BREAKING DOWN BUNDLES</u>	
	Three chassis high - per stack	\$119.40
	Four chassis high - per stack	\$146.55
	Five chassis high - per stack	\$181.82
5355 (I)	<u>DAMAGED CONTAINER OR CHASSIS STORAGE</u>	
	- Per unit - per day	\$30.15
5360 (I)	<u>ATMOSPHERIC FUMIGATION OF CARGO OR CHOCKING MATERIAL IN CONTAINER</u>	
	- Per container	\$148.00
5365 (I)	<u>REFRIGERATED CONTAINER SERVICES</u>	
	A. Diesel fueling (per generator unit) - Refer to Item 5385	
	B. Nitrogen fueling (per unit) - Refer to Item 5385	
	C. Temperature monitoring, upon request, Refer to Item 5385	
	D. Upon request, VIT will furnish generator set, fuel and other attendant services (per rail trip)	\$259.35
	E. Electrical service or fraction thereof per container.	\$36.00
	F. Electrically connect and test operation of ship-line belly-mount genset	\$13.50
* Charges are for the account of the steamship line.		
5370 (I)	<u>WEIGHING WHEELED CONTAINER</u> - Per container	\$9.30
5375 (I)	<u>PLACARDING</u> - Per placard	\$9.30
5380 (I)	<u>SEALING</u> - Per seal	\$6.10
5385 (I)	<u>SPECIAL SERVICES</u>	
	Upon request and with advance arrangements VIT will provide special services not listed in this tariff. Charges for these services will be based on the cost of materials plus thirty (30) percent, equipment rental, and labor billed at the following rates:	
	<u>Equipment Rental and Labor Rates</u>	<u>PER HOUR Straight Time</u> <u>PER HOUR Overtime</u>
	Labor	\$67.20 \$102.45
	Clerical	\$47.85 \$73.05
	Forklift	\$17.70
	Straddle carrier	\$200.95
	Hustler	\$52.70
EFFECTIVE: OCTOBER 1, 2009		

**VIRGINIA INLAND PORT
TERMINAL TARIFF NO. 2**

VIP NO. 2

FIFTH REVISED PAGE 24

SECTION III - RATES

<u>ITEM</u>	<u>APPLICATION</u>	
5386 (I)	<u>REHANDLE CONTAINERS TO/FROM OVERNIGHT DROP LOT</u> - Per move	\$36.85
5390 (I)	<u>ADMINISTRATIVE CHARGE</u> Rebilling invoice to another customer when originally invoiced per written instruction.	\$60.15
5395	<u>USAGE CHARGES</u> When the Terminal facilities are used for the purposes for which a charge is not otherwise specified, the Terminal will assess a usage charge. Charges will be quoted by the Terminal Manager upon request.	
5399 (I)	<u>MINIMUM BILLING</u> All charges published in this tariff, and not otherwise accepted, will be subject to a minimum charge of \$60.15 per billing.	

EFFECTIVE: OCTOBER 1, 2009

Issued by - Virginia International Terminals, LLC
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