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**TERMINAL TARIFF NO. 3**

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PANAMA CITY PORT AUTHORITY OFFICERS

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THOMAS S. NEUBAUER

**EXECUTIVE DIRECTOR**

WAYNE STUBBS  
5321 West Hwy 98  
Panama City, Florida 32401

**PHONE:** (850) 767-3220

**FAX:** (850) 767-3235

**DEPUTY DIRECTOR**

CHARLES P. LEWIS  
5321 West Hwy 98  
Panama City, Florida 32401

**PHONE:** (850) 767-3220

**FAX:** (850) 767-3235

CHECK SHEET  
 TERMINAL TARIFF NO. 3

| PAGE NO. | REVISION                 | DATE     | PAGE NO. | REVISION                  | DATE     |
|----------|--------------------------|----------|----------|---------------------------|----------|
| A        | 8 <sup>th</sup> Revision | 10-01-09 | 38       | 4 <sup>th</sup> Revision  | 10-01-10 |
| B        | 9 <sup>th</sup> Revision | 10-01-09 | 39       | 7 <sup>th</sup> Revision  | 10-01-10 |
| C        | 1 <sup>st</sup> Revision | 10-01-09 | 40       | 6 <sup>th</sup> Revision  | 10-01-10 |
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| 7        | 2 <sup>nd</sup> Revision | 10-01-08 | 47       | 9 <sup>th</sup> Revision  | 10-01-10 |
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| 11       |                          | 10-01-07 | 50       | 10 <sup>th</sup> Revision | 10-01-10 |
| 12       | 1 <sup>st</sup> Revision | 10-01-09 | 51       | 6 <sup>th</sup> Revision  | 10-01-10 |
| 13       |                          | 01-01-02 | 52       | 9 <sup>th</sup> Revision  | 10-01-10 |
| 14       |                          | 10-01-10 | 53       | 9 <sup>th</sup> Revision  | 10-01-10 |
| 15       |                          | 10-01-10 | 54       | 9 <sup>th</sup> Revision  | 10-01-10 |
| 16       |                          | 01-01-02 | 55       | 9 <sup>th</sup> Revision  | 10-01-10 |
| 17       | 1 <sup>st</sup> Revision | 10-01-08 | 56       | 9 <sup>th</sup> Revision  | 10-01-10 |
| 18       | 1 <sup>st</sup> Revision | 10-01-09 | 57       | 9 <sup>th</sup> Revision  | 10-01-10 |
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| 21       |                          | 01-01-02 |          |                           |          |
| 22       | 1 <sup>st</sup> Revision | 01-01-02 |          |                           |          |
| 23       |                          | 01-01-02 |          |                           |          |
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| 26       |                          | 01-01-02 |          |                           |          |
| 27       | 3 <sup>rd</sup> Revision | 10-01-08 |          |                           |          |
| 28       | 9 <sup>th</sup> Revision | 10-01-10 |          |                           |          |
| 29       | 8 <sup>th</sup> Revision | 10-01-10 |          |                           |          |
| 30       | 3 <sup>rd</sup> Revision | 10-01-08 |          |                           |          |
| 31       |                          | 01-01-02 |          |                           |          |
| 32       | 9 <sup>th</sup> Revision | 10-01-10 |          |                           |          |
| 33       | 9 <sup>th</sup> Revision | 10-01-10 |          |                           |          |
| 34       | 7 <sup>th</sup> Revision | 10-01-09 |          |                           |          |
| 35       | 4 <sup>rd</sup> Revision | 10-01-09 |          |                           |          |
| 36       | 5 <sup>th</sup> Revision | 10-01-08 |          |                           |          |
| 37       | 8 <sup>th</sup> Revision | 10-01-10 |          |                           |          |

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 September 1, 2010

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 PANAMA CITY PORT AUTHORITY  
 5321 West Hwy 98  
 PANAMA CITY, FLORIDA 32401

EFFECTIVE  
 October 1, 2010

## TERMINAL TARIFF NO. 3

## IMPORTANT NOTICE

GULF SEAPORTS MARINE TERMINAL CONFERENCE  
 FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163  
 APPROVED DECEMBER 2, 1988  
 PARTICIPATING MEMBERS

1. Board of Commissioners of the Port of New Orleans
2. Board of Commissioners of Lake Charles Harbor and Terminal District
3. Greater Baton Rouge Port Commission
4. Orange County Navigation and Port District, Orange, Texas
5. Mississippi State Port Authority at Gulfport
6. Port of Beaumont Navigation District of Jefferson County, Texas
7. Port of Houston Authority of Harris County, Texas
8. Board of Trustees of the Galveston Wharves
9. Alabama Stat Port Authority, Mobile, Alabama
10. South Louisiana Port Commission, LaPlace, Louisiana
11. Brownsville Navigation District of Cameron County, Texas
12. Port of Port Arthur Navigation District of Jefferson County, Texas
13. Tampa Port Authority of Hillsborough County, Florida
14. Port of Corpus Christi Authority
15. Panama City Port Authority
16. Port of Pensacola
17. Brazos River Harbor Navigation District of Brazoria County, Texas
18. Board of Commissioners of the Jackson County Port Authority (Port of Pascagoula)
19. Manatee Counts Port Authority of Palmetto, Florida
20. St. Bernard Port, Harbor and Terminal District, Chalmette, Louisiana
21. Port of West St Mary, Franklin, Louisiana

**Notice:** The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol (A/GSMTC).

**Shippers' Request and Complaints:** Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to and such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.

Allen Moeller, Conference Chairman  
 c/o Port of Pascagoula  
 P.O. Box 70  
 Pascagoula, MS 39568-0070

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|                   |  |                 |
|-------------------|--|-----------------|
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| September 1, 2009 | PANAMA CITY PORT AUTHORITY<br>5321 West Hwy 98<br>PANAMA CITY, FLORIDA 32401 | October 1, 2009 |

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TERMINAL TARIFF NO. 3

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PLAN OF TARIFF

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This tariff is issued in loose-leaf form and subsequent changes, additions, and corrections will be made by issuance of revised pages. The nature of the change will be indicated by the following symbols:

- (I) NEW ITEM
- (C) CHANGE IN WORDING OR LOCATION ONLY WITH NO EFFECT ON CHARGES
- (D) DELETION OF EXISTING ITEM
- (A) RATE INCREASE
- (R) RATE REDUCTION
- (GSMTC) The rate, rule, or regulation is published pursuant to the Gulf Seaports Marine Terminal Conference (C) (A)

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December 1, 2001

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5321 West Hwy 98  
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## TERMINAL TARIFF NO. 3

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## TERMINAL TARIFF NO. 3

## SECTION II DEFINITIONS

## ITEM APPLICATION

10 DEFINITIONS

**Agent or Vessel Agent** - the party or entity which submits the application for berth, or otherwise represents a vessel's owner or charterer.

**Berth** - The section of a wharf including mooring facilities and water used by a vessel while docked at wharf.

**Checking** - The service of counting and checking cargo against appropriate documents for the account of the vessel.

**Dockage** - The charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure or for mooring to a vessel so berthed.

**Facility Use Charge** - The use of terminal facilities by any rail carrier, trucker, shipper or consignee, their agents and/or employees, when they perform their own car or truck loading or unloading or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

**Free Time** - The specified period during which cargo may occupy space assigned to it on terminal property free of terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

**Handling** - The service of loading or unloading rail cars and trucks, or moving cargo between point of rest and any place on the terminal facility, or otherwise receiving or delivering cargo on or off of the Port Terminal facilities.

**Harbor Usage** - The charge assessed against each ton of cargo transferred to or from water carriers while anchored in St. Andrews Bay.

**Heavy Lift** - Any single lift exceeding 75,000 pounds or greater.

**Point of Rest** - The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

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## SECTION II DEFINITIONS

## ITEM APPLICATION

10  
(Cont) **Port Terminal Facilities** - One or more structures comprising a terminal unit and including, but not limited to, wharves, warehouse, covered or open storage space, unloading structures and receiving stations used for the transmission, care and conveyance of cargo in the interchange of same between land and water carriers.

**Storage** - The actual physical keeping of freight or cargo in or upon property operated by the Authority beyond free time. The Authority reserves the right to transfer any freight or cargo not removed by the owner or shipper before the expiration of free time to any commercial warehouse or other place of storage at the expense of the owner or shipper, without prior notice.

**Switching** - A charge made for the movement of railcars within the switching limits of the Port.

**Ton** - (Short ton/US ton) 2,000 pounds

**User** - a user of the facilities owned, leased, and/or controlled by the Panama City Port Authority shall include any vessel or person using any Port properties, facilities, or equipment, or to who or for whom any service, work, or labor is furnished, performed, done, or made available by the Panama City Port Authority, or any person owning or having custody of cargo moving over such facilities.

**Vessel** - includes within its meaning every description of water craft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner thereof.

**Wharf** - any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.

## TERMINAL TARIFF NO. 3

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**SECTION II DEFINITIONS**

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**ITEM APPLICATION**

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10

(Cont)

**Wharfage** - A charge assessed against all cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

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SECTION III      RULES AND REGULATIONS

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| ITEM | APPLICATION         |
|------|---------------------|
| 20   | GENERAL APPLICATION |

The charges, rules and regulations published in this tariff apply on all cargo moving through the facilities of the Panama City Port Authority hereinafter referred to as "Authority", and shall apply equally to all users of the facilities.

The charges published in this tariff are in addition to those assessed for transportation.

The use of Authority facilities 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.

All services undertaken, to be performed by the Authority under this tariff, are further subject to Federal, State and Municipal laws and regulations.

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|    |               |
|----|---------------|
| 22 | PORT SECURITY |
|----|---------------|

The Panama City Port Authority has developed a security plan to meet Federal and State requirements related to Port Security.

The Authority may restrict access to the Port, inspect vehicles entering or exiting the Port, or impose other restrictions on Port users as may be required from time to time in order to enforce its security.

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TERMINAL TARIFF NO. 3

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TWIC ESCORTING (EFFECTIVE: October 1, 2008)

In accordance with the U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure areas of the Facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is Granted. Persons requesting access to PCPA facilities who do not have a TWIC must make advance arrangements for escorting by a Person holding a valid TWIC who has been approved for access to PCPA facilities and who has been granted escorting privileges. Such escorting must be side-by-side for the duration of the visit. Details of the current PCPA escort policy may be obtained either At the security office or the administrative office of the Authority.

Escort by PCPA personnel may be provided when suitable personnel are available, and at the sole discretion of PCPA, at a rate of \$25.00 per hour (or part) with a minimum charge of \$50.00. Escorts for seamen on visiting ships shall be \$10.00 each trip, In or out. PCPA makes no representation that escorts will be Available to remain with persons requesting the service for the Duration of their visit.

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## TERMINAL TARIFF NO. 3

## SECTION III RULES AND REGULATIONS

## ITEM APPLICATION

## 25 JURISDICTION OF PANAMA CITY PORT AUTHORITY

By a special act of the Florida Legislature, the Panama City Port Authority is an agency of the City of Panama City. The Authority has jurisdiction over and control of, and the power to regulate and fix charges for the port facilities owned by the City of Panama City. The Authority also has jurisdiction over mid-stream transfer of cargo to or from barge or ship.

## 30 APPLICATION AND INTERPRETATION OF TARIFF

Rates, rules and regulations contained in this tariff shall apply equally to all users of the facilities on the effective date shown in this tariff and as amended. Revised pages shall be issued to cover changes; however, all rates and regulations in this tariff are subject to change without notice, except as may be required by law. The Executive Director shall be the sole judge as to the interpretation of this tariff.

## 35 CONSENT TO TERMS OF TARIFF

The use of the port facilities under the jurisdiction of the Authority shall constitute a consent to all of the terms and conditions of this tariff and specifically to Chapter 311, Florida Statutes, and evidences an agreement on the part of all common carriers, vessels, their owners or agents, or other users of such terminal facilities to pay all charges specified herein, and be governed by all rules and regulations shown in this tariff and the Florida Statutes.

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SECTION III      RULES AND REGULATIONS

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ITEM              APPLICATION

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40                      CONDITIONS AND REQUIREMENTS FOR STEVEDORING LICENSES

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## A. Purpose

These rules and regulations are developed to establish a standard licensing procedure by which the Panama City Port Authority (the Authority) can exercise its lawful control of the orderly operations of Port facilities. No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore unless or until there shall have first been obtained from the Authority a license authorizing such activity. As used in this Tariff, stevedore refers to the performance of contract work on behalf of another, including but not limited to, loading and unloading cargo onto and from vessels and moving cargo within the Port facilities.

## B. License Procedure

- (1) An application for a license shall be submitted to the Executive Director on a form prepared by the Director and available at the Port office. An application shall be accompanied by the required filing fee and all other documentary evidence requested or required herein.
- (2) The Executive Director shall review the application and may require additional information. The Executive Director shall issue the license if the applicant satisfies the requirements of this tariff.
- (3) The decision of the Executive Director to deny a license shall be subject to review by the Board of the Panama City Port Authority at their next regularly scheduled meetings, provided Such request is made within 10 days of the original denial.
- (4) An applicant shall not be allowed to resubmit an application following Board disapproval for a period of six months.

## C. Terms and Conditions

- (1) The acceptance of a stevedoring license or the use of Port facilities for stevedore operations by a person or entity shall constitute consent to the terms, conditions, rules and regulations of the Port Authority.
- (2) An applicant shall provide the names and addresses of the applicant(s), including all officers and directors of a corporation or all limited and general partners of a partnership. When applicable, the applicant shall provide satisfactory evidence of its qualifications to do business in the State of Florida. Additionally, the applicant shall provide the street address for its principal place of business.

TERMINAL TARIFF NO. 3

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SECTION III RULES AND REGULATIONS

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ITEM APPLICATION

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- 40  
(Cont)
- (3) An applicant shall obtain and, as a licensee, shall maintain all insurance coverage required by law including USL&H insurance, general liability, and Stevedore's liability insurance, insuring against damage to persons and property in a single limit sum of \$2,000,000 and shall designate the Port Authority as an additional insured under the terms and conditions of the policy of insurance. Compliance with this provision shall be evidenced by a prepaid certificate of insurance reflecting the above coverage and a stipulation which prohibits cancellation of the insurance without ten(10) days notice to the Port Authority.
  - (4) A licensee shall maintain a Drug-free Workplace Program which satisfies the requirements of Section 440.102, Florida Statutes. An applicant for a license shall submit a copy of the written policy to be enforced during its operations on Port premises.
  - (5) A license issued by the Authority shall expire the following September 30 unless renewed in accordance with this tariff. To renew a license, an application for renewal and payment of the annual license fee must be submitted on or before August 1 of each year.
  - (6) A licensee shall save, hold harmless and indemnify the Port Authority from loss, claims, demands and suits for damages to persons and property, including court costs and attorneys fees, arising out of and from its operation incident to the use of the Port facilities.
  - (7) No license shall be transferred or assigned or otherwise used by any person, firm, corporation or business entity other than the named licensee.
  - (8) A licensee shall be responsible for damage to the facility and cargo or loss of cargo, occasioned by and through its employees, agents and designees, including long shore labor employed by it, or other contract labor, whether the work force is deemed an independent contractor or not.
  - (9) A licensee shall assist the Port Authority in resolving any disputes relating to damage to the Port facility or cargo or the loss of cargo, and upon reasonable notice, the licensee shall make arrangements for interviews with its personnel and submit its records and reports relating to the event for inspection as required by the Port Authority.
  - (10) Any damage to the Port facilities by a licensee or its employees, sub-contractors, or other agents shall be reported in writing to the Port Authority as promptly as possible and the licensee shall be responsible for repairing the damage. Failure to report facility damage may result in additional charges against the licensee as deemed appropriate by the Port Authority.

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SECTION III      RULES AND REGULATIONS

---

ITEM            APPLICATION

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- 40  
(Cont)
- (11) A licensee shall use the Port facilities in accordance with all local, state and federal laws, and all rules, regulations and customs relating thereto.
  - (12) A licensee will use all reasonable means to control and contain fugitive dust while loading and unloading bulk products.
  - (13) A licensee shall issue identification badges to its employees, including longshoremen, in a manner designated by the Port Authority, to insure the admittance of authorized personnel only on Port premises.
  - (14) The Port Authority reserves the right to modify, enlarge, amend, or delete any and all of the requirements relating to stevedore operations and licensees.
  - (15) Failure to comply with any requirements of this tariff or any rule or regulation of the Port Authority shall be grounds for immediate revocation of a license.
  - (16) The provisions of this tariff shall apply to renewal of any license.

1. License Application and Renewal Fees

The following fee schedule shall apply:

|                 | <u>Original Application<br/>(non-refundable)</u> | <u>Annual<br/>Renewal</u> |
|-----------------|--|---------------------------|
| General Cargo   | \$1,200.00                                       | \$750.00                  |
| Bulk Cargo Only | \$750.00   | \$500.00                  |

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## TERMINAL TARIFF NO. 3

## SECTION III RULES AND REGULATIONS

## ITEM APPLICATION

## 45 INSURANCE

All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property will be required to carry Comprehensive General Liability and Business Auto Coverage of \$2,000,000.00 unless specified otherwise in this tariff or higher, per occurrence, and per accident. Coverage must be included for the U. S. Longshoreman and Harbor Workers Act and Maritime (Jones) Act exposures if required at the option of the Executive Director. Required insurance shall be documented by a Certificate of Insurance which shall provide that the Port of Panama City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The Port of Panama City shall be named on each Certificate as an Additional Insured.

## 50 TARIFF RESTRICTIONS

The handling charges published in this tariff will not apply on the following:

Pieces or packages exceeding 75,000 pounds.

Charges published in this tariff will not apply on commodities that are highly flammable, explosive or otherwise dangerous or of uncertain value except under advance arrangements with the Authority.

Commodities of an objectionable nature or commodities which might contaminate other commodities will only be handled directly between cars or trucks and vessel. Such commodities will not be handled through transit sheds or warehouses.

## 55 AUTHORITY LIABILITY

Except as may be caused by its own negligence, the Authority shall not be liable for any loss or damage to any cargo handled over or through its facilities or stored in its facilities resulting from fire, water, collapse of buildings, sheds, platforms or wharves, settling of floors or foundations, breakage of pipes or for loss or damage caused by rats, mice, moths, weevils or other animals or insects, frost or the elements, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, insurrection or acts of God.

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December 1, 2001

ISSUED BY  
PANAMA CITY PORT AUTHORITY  
5321 West Hwy 98  
PANAMA CITY, FLORIDA 32401

EFFECTIVE  
January 1, 2002

TERMINAL TARIFF NO. 3

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SECTION III RULES AND REGULATIONS

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ITEM APPLICATION

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60 AUTHORITY HELD HARMLESS

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

This item is not to be construed as requiring any user to indemnify the authority for that portion of such losses caused solely by the negligence of the authority.

---

65 RESPONSIBILITY FOR DAMAGE TO FACILITIES (I)

All vessels, their owners and agents, and all other users of the Port Terminal Facilities, shall be held responsible for all damage resulting from their use of Authority facilities and the Authority reserves the right to repair or contract for repair such damage. The Authority may detain any vessel or other watercraft Responsible for damage until security has been given to Cover the amount of the damage.

This item is not to be construed as requiring any vessel, its owner and agent to indemnify the Authority for that portion of such losses caused solely by the negligence of the Authority.

---

70 RESPONSIBILITY FOR CLEANING FACILITIES

All users of Authority facilities shall be held responsible for cleaning the facilities after using them, including adjacent aprons and gutters. If the facilities are not properly cleaned, the Authority shall order them cleaned and bill the responsible party at the charges published in this tariff.

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## TERMINAL TARIFF NO. 3

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**SECTION III      RULES AND REGULATIONS**

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**ITEM                      APPLICATION**

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**95                              SMOKING PROHIBITED AND FIRE SIGNAL**

Smoking in the transit shed, warehouses, on the dock or on vessels handling flammable cargo is prohibited. In case of fire on board a vessel in port, except vessels underway, such vessel should sound five (5) prolonged blasts of the whistle or siren, four to six seconds duration, to indicate a fire on board or on the dock at which the vessel is berthed. Such signal should be repeated at intervals to attract attention and may be used as an additional method for reporting a fire.

---

**100                             VEHICLES ON FACILITIES**

All employees, dockworkers and visitors at the Port of Panama City are restricted to parking in the designated parking areas. Any party bringing any vehicle or other articles onto the Port Authority properties shall do so at their own risk, and the Port Authority shall have no responsibility for any damage thereto or any liability to the owner.

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TERMINAL TARIFF NO. 3

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SECTION III - RULES AND REGULATIONS

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ITEM                    APPLICATION

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105                    VESSELS REQUIRED TO WORK OVERTIME

The Authority may require a vessel to work continuously and expeditiously when deemed necessary for the overall Port interest until it completes loading or discharging and the expenses thereof shall be the vessel's responsibility. In lieu of working overtime, a vessel may vacate the berth and await another berth. Vessels refusing to work overtime or to vacate the berth may be ordered moved by the Authority at the vessel's expense, as defined in Item 310 of this tariff.

---

110                    WATCHMAN REQUIRED

Any vessel laying at the wharves shall, at all times, have on board at least one person in charge of said vessel who has authority to take action in any emergency as may be required.

---

115                    APPLICATION FOR BERTH

All vessels, barges, their owners or agents, desiring berth at the wharves shall, as far in advance of the date of docking as possible, make application for same, specifying the expected date and time of arrival and departure from berth, and the nature and quantity of cargo to be handled. Application for berth is to be made to the Executive Director. Application for berth will be construed by the Authority to mean that all charges will be promptly paid upon presentation of invoice therefore, and that all rules and regulations will be complied with. All vessels berthing at the port without making a berth application are subject to Dockage charges up to three times the normal Tariff rate.

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TERMINAL TARIFF NO. 3

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SECTION III      RULES AND REGULATIONS

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ITEM              APPLICATION

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120                      RESPONSIBILITY FOR CARGO

Export Cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agent, and or shipper.

Import cargo, while on terminal facilities, is in the care, custody and control of the vessel, (C) it's agent, the consignee, and or the importer.

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## TERMINAL TARIFF NO. 3

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 SECTION III      RULES AND REGULATIONS
 

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 ITEM            APPLICATION
 

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## 125            PROVIDING BILLING INFORMATION

All vessels, their owners and agents, shall permit the Authority access to manifests, loading or discharge lists, rail or motor carrier freight bills or any pertinent documents for the purpose of audits to determine the accuracy of reports filed or for obtaining necessary information for correct billing of charges. The vessel and its owners and agents shall, within three (3) days after vessel sails, furnish to the Authority with information on all cargo loaded or discharged as well as any other information which might be required for the accurate billing of cargo and vessel charges.

---

 130            PAYMENT OF INVOICES

All invoices are rendered in accordance with this tariff and are due on presentation, payable at Panama City, Florida, in U. S. currency. A one and one half percent (1.5%) interest rate may be charged monthly (18% A.P.R.) on all invoices over 30 days old. Failure to pay within 30 days may result in the responsible party being placed on the delinquent list. All parties placed on the delinquent list may be denied further use of the facilities of the Authority until all outstanding charges have been paid. The Authority reserves the right to estimate and collect in advance all charges against cargo or vessels if credit has not been established with the Authority or if parties representing such cargo or vessels 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.

The Authority does not recognize the numerous shippers or consignees and cannot attempt to collect or assist in collecting charges which may be passed on to shippers or consignees by the vessel, its owners or agents, and such bills are due when presented and must be paid regardless of when the vessel, its owners or agents are reimbursed.

Material errors or discrepancies on an invoice shall be specifically reported in writing to the Executive Director within 15 days after date of invoice. If not received within 15 days, the invoice shall be final and binding upon the parties and immediately payable.

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|                  | 5321 West Hwy 98           |                 |
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| December 1, 2001 |                            | January 1, 2002 |

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## TERMINAL TARIFF NO. 3

## SECTION III RULES AND REGULATIONS

## ITEM APPLICATION

## 135 RESPONSIBILITY FOR CHARGES

Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff.

On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Panama City reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid.

The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

## 140 REQUIREMENT OF PRIOR INSTRUCTIONS

It is the responsibility of forwarders or owners of cargo to furnish written specific instructions for the disposition of all cargo to be received or shipped in advance of receipt or shipment of cargo at the Panama City Port Authority. Such instruction shall be furnished no later than forty-eight (48) hours after discharging import cargo and no later than twenty-four (24) hours prior to vessel loading on export cargo.

Any storage charges incurred due to the failure to provide such instructions shall be the responsibility of the owner(s) and/or the forwarder(s).

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PANAMA CITY, FLORIDA 32401

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September 1, 2008EFFECTIVE  
October 1, 2008

## TERMINAL TARIFF NO. 3

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**SECTION III      RULES AND REGULATIONS**

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**ITEM                      APPLICATION**

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## 145                      SHIPSIDE LOADING OR DISCHARGING

Advance arrangements must be made with the Executive Director for shipside loading of cargo directly from rail cars or trucks to barges or vessels or shipside discharging of cargo directly from barges or vessels to rail cars or trucks.

---

## 150                      LOADING OR UNLOADING TRUCKS

Port customers are requested to provide notification twenty-four (24) hours in advance of the arrival of the trucks. Trucks arriving without notice will be loaded or unloaded as promptly as possible after those that gave prior notice, subject to availability of labor.

---

## 155                      CARGO CHECKING

Cargo arriving at the Authority, for export, is checked by Authority personnel against shipping documents.

Import cargo arriving at the Authority will be checked during the discharge operation. The Authority will not accept or be responsible for loss or shortage to any cargo not properly checked.

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TERMINAL TARIFF NO. 3

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SECTION III RULES AND REGULATIONS

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ITEM APPLICATION

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160 CONTROL OF LOADING UNLOADING AND HANDLING OF ALL CARGO

The Authority reserves the right to control the loading, unloading and handling of all freight and cargo to and from inland carriers on premises and facilities under its control. No others will be allowed to perform such handling without special permission from the Authority. When a stevedoring company or other party is permitted to handle cargo to or from inland carriers facility use charges will be assessed as per item number 380. (Facility Use Charge)

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165 WHARFAGE EARNED

Freight or cargo placed on a wharf shall be considered to have earned wharfage when placed upon the wharf and wharfage will be collected on it whether or not it eventually is loaded on a vessel.

---

170 MAXIMUM LOAD ON FLOORS/APRONS/WHARVES

The Executive Director shall have the right to specify the maximum load that may be placed on the warehouse or transit shed floors, or on the deck slab of the wharves, and the manner in which single heavy pieces shall be moved over said floors or wharves, and the right to specify the maximum height to which any commodity may be stacked or piled.

---

175 INDEMNIFICATION OF PCPA FOR PRIVATE RAIL CARRIAGE

No party shall be permitted to operate over or make use of Panama City Port Authority's tracks without written permission of the Port. When granted such permission, the private parties using the tracks and facilities agree to indemnify and save the Port harmless from and against 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 their own operations on track and facilities. Any damage by the permitted party or its employees shall be reported in writing to the Port as promptly as possible and the permitted party will be held responsible for making repairs in a manner approved by the Port Authority.

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**SECTION III      RULES AND REGULATIONS**

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**ITEM                      APPLICATION**

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180                      CARGO LIABLE TO DAMAGE OTHER CARGO

If, in the opinion of the Executive Director, any freight or cargo is likely to damage other freight or cargo, it may be moved to another part of the terminal or to private facilities at the risk and expense of the owner, without the necessity of prior notice to the owner.

---

185                      WHARF OBSTRUCTIONS

Stevedore's tools, equipment, appliances, vehicles or any other material or object which is not part of the cargo will not be permitted to remain on wharves when not in use. If such obstruction is not moved immediately upon notification from the Authority, it may be removed by the Authority and the owner will be charged with the expense incurred.

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## TERMINAL TARIFF NO. 3

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 SECTION III RULES AND REGULATIONS
 

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 ITEM APPLICATION
 

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## 190 REGULAR WORKING HOURS

The regular working hours of the Authority are from 7 A.M. until 12 noon and from 1 P.M. until 4 P.M., Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges, except as otherwise shown.

---

## 195 CHARGES OTHER THAN REGULAR WORKING HOURS

When, at the request of Authority facility users, services are performed on Saturday, Sunday, or at any time other than regular straight time working hours which are observed in normal Authority practice, the charges for these services will be as provided in this tariff; plus the overtime differential paid to the laboring and/or clerical forces performing such services. This differential is one and half times the normal wage.

---

## 200 HOLIDAYS

The following holidays are observed by the Authority:

Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Eve (Afternoon only)  
 Christmas  
 New Year's Eve (Afternoon Only)  
 New Year's Day  
 Martin Luther King's Birthday

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

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## TERMINAL TARIFF NO. 3

| SECTION III RULES AND REGULATIONS |  |
|-----------------------------------|--|
| ITEM                              | APPLICATION  |
| 205                               | <p>QUOTATION OF SPECIAL CHARGES RULES OR REGULATIONS</p> <p>The Authority may quote special charges, rules or regulations to government agencies or charitable organizations. It may also quote special charges on plant or project cargo moving from one shipper to one consignee, provided advance arrangements have been made with the Authority.</p> |
| 210                               | <p>INSURANCE</p> <p>The charges published in this tariff do not include any expense of fire or storm insurance covering owner's interest in the cargo nor will such insurance be provided by the Authority.</p>  |
| 215                               | <p>ERECTION OF SIGNS</p> <p>Signs may be erected on Authority structures or property only with the prior written approval of the Port Director who shall approve the copy, design, material and method of construction, erection, and location of the sign.</p>  |

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## TERMINAL TARIFF NO. 3

## SECTION III RULES AND REGULATIONS

## ITEM APPLICATION

## 220 HAZARDOUS COMMODITIES

Shipments of hazardous materials as defined in 49 CFR 172.101, extremely hazardous substances as defined in 40 CFR 355 Appendix A, and CERCLA hazardous substances as defined in 40 CFR 302 Table 203.4 will be permitted only upon full compliance with applicable regulations by shippers, their agents, and agencies of transportation. Applicable regulations include all federal, state, and local requirements.

Anyone or any concern tendering hazardous commodities for storage and/or movement through the Port shall provide advance notification to the Port in accordance with the standards of reasonable care and prudent conduct, and in accordance with prevailing published hazardous materials rules. Anyone or any concern handling, using, owning, transporting, possessing or disposing of hazardous materials shall also indemnify and hold harmless the Authority from all damages, claims, expenses, including attorney fees resulting from the presence of such commodities at or near the Panama City Port Authority, excepting only that portion caused by the negligence or fault of the Authority, its agents or employees.

## 225 IDENTIFICATION OF DRUMS AND/OR CONCEALED CARGO

Before any stevedore, vessel agent, contractor, or other user of the Panama City Port Authority may bring any drum or other concealed cargo onto the property of the Panama City Port Authority, the following information must be provided.

1. Name of company possessing drum or concealed cargo on port property.
2. Telephone number of above named company.
3. Contents of drum or concealed cargo, Material Safety Data Sheet (M. S. D. S.) shall be provided to the Port Authority.
4. Hazard class if any (i.e. flammable, combustible, etc.)
5. Labels or placards must be attached to the drum or container.

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TERMINAL TARIFF NO. 3

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SECTION III RULES AND REGULATIONS

---

ITEM APPLICATION

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230 FREE TIME AND STORAGE CHARGES

Inbound Breakbulk Cargo

For cargo arriving by vessel, the free time will be 30 days, after which storage rates, will be assessed.

Outbound Breakbulk Cargo

For purpose of assembling cargo for outbound movement, cargo arriving by vessel, the free time will be 30 days, after which storage rates, will be assessed.

Miscellaneous Cargo

For boats, vehicles, machinery, and other miscellaneous cargo, the free time will be 15 days, after which storage will be assessed.

Containerized Cargo

Inbound and outbound cargo in containers will be allowed 7 days free time, after which storage charges will apply.

Any cargo on hand at the end of any free time period, at the option of the Authority, may be removed to any other place of storage at the expense and risk of the owner or shipper. The Authority may alter the allowable free time on any merchandise if terminal operations or movement of merchandise are interrupted by war, earthquake, flood, fire, riot or any unusual occurrence which in judgment of the Authority warrants alterations of free time.

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TERMINAL TARIFF NO. 3

SECTION IV

TERMINAL FEES

ITEM APPLICATION

300 DOCKAGE CHARGES

Dockage will be assessed on a twenty-four (24) hour day or fraction thereof for the first two (2) days, thereafter dockage will be assessed on a twelve (12) hour period or fraction thereof using one-half (1/2) of the applicable dockage rate. Dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry.

Advance berthing arrangements must be made with the Authority for all vessels and barges. The Authority may give berthing priority to vessels over barges and barges will be required to vacate a berth for vessels. Agents/vessels must file application with the Authority stating estimated time of arrival for vessels and barges at least 48 hours in advance of their arrival and agent/vessels must notify the Authority 2 hours prior to their sailing. The Port Authority's berth assignments are subject to the ongoing maintenance operations of the Port. In the event of conflict, the Director may assign any alternate berth or require relocation of a vessel.

The barge line operators shall be responsible for any barge shifting expenses deemed necessary by the Port Authority representative to conduct other Port activities, to include maintenance and vacating berths for vessels.

The following dockage charges are assessed against the vessels or barges using Authority facilities:

Ocean Going Vessels/Barges

| LENGTH IN FEET |    |      | RATE PER FOOT IN DOLLARS |           |
|----------------|----|------|--------------------------|-----------|
| 0              | to | 199  | 2.32                     | (A/GSMTC) |
| 200            | to | 399  | 3.05                     | (A/GSMTC) |
| 400            | to | 499  | 4.15                     | (A/GSMTC) |
| 500            | to | 599  | 5.57                     | (A/GSMTC) |
| 600            | to | 699  | 6.47                     | (A/GSMTC) |
| 700            | or | over | 8.21                     | (A/GSMTC) |

FREQUENT USERS

Operators of ocean going vessels consistently calling the Port of Panama City at least two times each month in a regularly scheduled service will be assessed dockage at 75% of the rates provided above.

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PANAMA CITY, FLORIDA 32401

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TERMINAL TARIFF NO. 3

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SECTION IV

TERMINAL FEES

---

ITEM

APPLICATION

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300  
(Cont)

DOCKAGE CHARGES

0120 INLAND BARGES

\$0.82 per linear foot per 24-hour period or fraction thereof (A)

BARGE SHIFTING

Charge will be established by local tug provider.

Tugs, not serving the Port, Pleasure Craft, Fishing Vessels or other water craft.

\$2.00 per linear foot per 24-hour period

Vessels and barges berthed idle while awaiting sailing orders, taking ships stores, dunnage, bunkers, or for repairs shall be entitled to:

Regular dockage charge less twenty-five percent (25%)

Advance arrangements will be required in all instances.

Barges or vessels idle facilities for an extended period of 5 days or more, special rates may be quoted upon request.

Security Assessment

(A/GSMTC)

A security assessment of 7.0% will be applied to all dockage charges. Revenues derived from this assessment will be used to offset port security costs. (See Item 391)

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## TERMINAL TARIFF NO. 3

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**SECTION V****TERMINAL FEES**

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**ITEM****APPLICATION**

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305

DOCK CLEANING

A dock cleaning charge will apply on all bulk vessels and barges and on general cargo vessels and barges that require cleaning by Port Authority personnel. When the normal cleaning charge does not cover port expense to clean, the Authority reserves the right to recover cost in addition to the charges below.

SHIPS

\$150.00 plus disposal fee for dunnage disposal, etc. to be billed at cost upon receipt of disposal providers invoice.

BARGES

\$50.00 PER BARGE

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October 1, 2008

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## TERMINAL TARIFF NO. 3

## SECTION IV

## TERMINAL FEES

## ITEM APPLICATION

## 310 VESSELS TO VACATE

The Authority may order any vessel to vacate any berth when the Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Authority's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Authority's facilities by others. Such situations include, but are not limited to, the following: when a potential natural disaster such as a hurricane, tornado, earthquake, or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Authority's facilities and personnel on or around the vessel; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or their items represent a hazard to other vessels, cargo or facilities; when the vessel refuses to work continuously to completion of its loading and/or discharge or where urgent situations on the property of the Port create an unreasonable risk to the vessel or its personnel or the property or personnel of the Port, i.e., fire, threat of explosion or the aftermath of either, contamination or other like circumstances, or where the vessel is unseaworthy, suffers from extensive damage that may lead to the possibility of sinking, or is unable to move under its own power or is contaminated or has on board hazardous products and is without authority to dock at the Port facilities, and other similar circumstances. If a vessel fails to proceed to promptly vacate as ordered, without reasonable excuse, it shall be responsible for any damage or expense which results to the Authority and to others caused by such failure to vacate. Also, the Authority shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel. If such movement occurs, the vessel shall hold harmless the Authority for any liability it may incur as a result of such movement.

If a vessel refuses to vacate a berth, the Authority reserves the right to deny such vessel future berthing privileges.

Vessels refusing to vacate a berth will be charged triple the applicable dockage rate.

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TERMINAL TARIFF NO. 3

SECTION IV

TERMINAL FEES

| ITEM                                   | APPLICATION  |                 |                      |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
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| 315                                    | <p>SEGREGATION OF CARGO</p> <p>Unless otherwise agreed, an additional handling charge will be assessed for the segregation of cargo.</p>   |                 |                      |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| 320                                    | <p>STEVEDORE USAGE CHARGES</p> <p>The following stevedore usage charges are assessed against all stevedores using Authority facilities.</p> <p>Breakbulk cargo, per ton. . . . . \$.20<br/>           Bulk cargo, per ton. . . . . \$.10<br/>           Containerized cargo, per ton. . . . . \$.20<br/>           A \$20.00 minimum billing charge shall apply.</p>   |                 |                      |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| 321                                    | <p>CHARGES FOR SUPPLY OF EQUIPMENT LABOR AND MATERIALS</p> <p>When application is made for use of the equipment listed below without an operator, it must be accompanied by a signed statement attesting to the proficiency of the operator to be used and showing liability insurance as per Section III.</p> <p>The operator shall be under the sole supervision of the renter of said equipment. The Panama City Port Authority assumes no responsibility for personal injury or property damage which may result from use of Port equipment. This provision does not relieve the Port from liability for its own negligence.</p> <p>The Executive Director reserves the right to terminate use and reassign equipment to other operations when, in the Director's judgment, it becomes necessary to do so for the overall efficiency of the Port.</p> <p>Charges for supplying miscellaneous equipment, labor and materials will be as follows, per hour:</p> <table border="1"> <thead> <tr> <th></th> <th><u>Straight Time</u></th> <th><u>Overtime</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>Fork Lift Truck &amp; Driver.....</td> <td>\$51.50</td> <td>\$60.63</td> <td>(A)</td> </tr> <tr> <td>Fork Lift Truck w/o Driver.....</td> <td>\$24.00</td> <td></td> <td>(A)</td> </tr> <tr> <td>Paper Roll Clamp Lift Truck &amp; Driver..</td> <td>\$56.75</td> <td>\$65.88</td> <td>(A)</td> </tr> <tr> <td>Paper Roll Clamp Lift Truck w/o Driver</td> <td>\$29.25</td> <td></td> <td>(A)</td> </tr> <tr> <td>30,000# Forklift &amp; Driver.....</td> <td>\$56.75</td> <td>\$65.88</td> <td>(A)</td> </tr> <tr> <td>Forklift w/o Driver. . . . .</td> <td>\$29.25</td> <td></td> <td>(A)</td> </tr> <tr> <td>Container Stacker &amp; Driver. . . . .</td> <td>\$90.25</td> <td>\$97.88</td> <td>(A)</td> </tr> <tr> <td>Sweeper &amp; Driver . . . . .</td> <td>\$105.75</td> <td>\$114.63</td> <td>(A)</td> </tr> <tr> <td>Yard Hustler (mule) &amp; Driver.....</td> <td>\$52.50</td> <td>\$60.63</td> <td>(A)</td> </tr> <tr> <td>Yard Hustler (mule) w/o Driver.....</td> <td>\$27.00</td> <td></td> <td>(A)</td> </tr> <tr> <td>Laborer.....</td> <td>\$26.75</td> <td>\$35.88</td> <td>(A)</td> </tr> <tr> <td>Checker.....</td> <td>\$26.75</td> <td>\$35.88</td> <td>(A)</td> </tr> </tbody> </table> |                 | <u>Straight Time</u> | <u>Overtime</u> |  | Fork Lift Truck & Driver..... | \$51.50 | \$60.63 | (A) | Fork Lift Truck w/o Driver..... | \$24.00 |  | (A) | Paper Roll Clamp Lift Truck & Driver.. | \$56.75 | \$65.88 | (A) | Paper Roll Clamp Lift Truck w/o Driver | \$29.25 |  | (A) | 30,000# Forklift & Driver..... | \$56.75 | \$65.88 | (A) | Forklift w/o Driver. . . . . | \$29.25 |  | (A) | Container Stacker & Driver. . . . . | \$90.25 | \$97.88 | (A) | Sweeper & Driver . . . . . | \$105.75 | \$114.63 | (A) | Yard Hustler (mule) & Driver..... | \$52.50 | \$60.63 | (A) | Yard Hustler (mule) w/o Driver..... | \$27.00 |  | (A) | Laborer..... | \$26.75 | \$35.88 | (A) | Checker..... | \$26.75 | \$35.88 | (A) |
|  | <u>Straight Time</u>   | <u>Overtime</u> |                      |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Fork Lift Truck & Driver.....          | \$51.50  | \$60.63         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Fork Lift Truck w/o Driver.....        | \$24.00  |                 | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Paper Roll Clamp Lift Truck & Driver.. | \$56.75  | \$65.88         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Paper Roll Clamp Lift Truck w/o Driver | \$29.25  |                 | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| 30,000# Forklift & Driver.....         | \$56.75  | \$65.88         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Forklift w/o Driver. . . . .           | \$29.25  |                 | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Container Stacker & Driver. . . . .    | \$90.25  | \$97.88         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Sweeper & Driver . . . . .             | \$105.75   | \$114.63        | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Yard Hustler (mule) & Driver.....      | \$52.50  | \$60.63         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Yard Hustler (mule) w/o Driver.....    | \$27.00  |                 | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Laborer.....                           | \$26.75  | \$35.88         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |
| Checker.....                           | \$26.75  | \$35.88         | (A)                  |                 |  |                               |         |         |     |                                 |         |  |     |  |         |         |     |  |         |  |     |                                |         |         |     |                              |         |  |     |                                     |         |         |     |                            |          |          |     |                                   |         |         |     |                                     |         |  |     |              |         |         |     |              |         |         |     |

ISSUED BY

PANAMA CITY PORT AUTHORITY  
 5321 West Hwy 98  
 PANAMA CITY, FLORIDA 32401

EFFECTIVE

October 1, 2010

Issued  
 September 1, 2010

TERMINAL TARIFF NO. 3

| SECTION IV  |                     | TERMINAL FEES                   |                            |     |
|---|---------------------|---------------------------------|----------------------------|-----|
| ITEM  | APPLICATION         |                                 |                            |     |
| 321<br>(Cont)   | Mechanic .....      | <u>Straight Time</u><br>\$30.00 | <u>Overtime</u><br>\$40.13 | (A) |
|   | Operator.....       | \$28.00                         | \$36.88                    | (A) |
|   | Crane Operator..... | \$38.50                         | \$49.63                    | (A) |
| <u>Materials Supplied by Port</u>   |                     |                                 |                            |     |
| Pre-cut 2 x 4 blocking material will be supplied to van drivers to assist with securing loads of copper cathodes for \$15.00 per truck. |                     |                                 |                            |     |
| Dunnage material will be placed in railcars to reduce shifting For \$50.00 per rail car.  |                     |                                 |                            |     |
| All other material supplied on the Port . . . . .At Cost (Plus 20%)   |                     |                                 |                            |     |

|     |   |   |                 |     |
|-----|---|---|-----------------|-----|
| 325 | CHARGES FOR BULK HANDLING EQUIPMENT                               |   |                 |     |
|     | Charges for supplying bulk handling equipment will be as follows: |   |                 |     |
|     |   | <u>Straight Time</u>                      | <u>Overtime</u> |     |
|     | 750 CFM Air Compressor . . . . .                                  | \$210.00/8hr day<br>Plus refueling charge |                 |     |
|     | John Deere TC62H Pay loader with Operator                         | \$89.75                                   | \$105.75        | (A) |
|     | Caterpillar 966C Pay loader with Operator                         | \$94.00                                   | \$108.00        | (A) |
|     | Dust Boss/Mister . . . . .  |   | .\$25.00 per hr |     |
|     | Walinga Portable Vacuum . . . . .                                 |   | .\$25.00 per hr |     |
|     | 42" x 125" Belt Conveyor (Portable)....<br>of cargo handled       | \$0.19 per ton                            |                 |     |
|     | 48" Under Railcar Belt Conveyor (Portable)<br>of cargo handled    | \$0.13 per ton                            |                 |     |

\* All bulk handling equipment will require a 2-hour minimum.

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TERMINAL TARIFF NO. 3

SECTION IV

TERMINAL FEES

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| ITEM     | APPLICATION  |                 |                      |                 |          |          |  |          |  |          |
|----------|--|-----------------|----------------------|-----------------|----------|----------|--|----------|--|----------|
| 330      | CHARGES FOR RAILROAD RELATED SERVICES  |                 |                      |                 |          |          |  |          |  |          |
|          | Track mobile or switch Engine with Operator and Flagman for Positioning cars to be loaded or unloaded with cargo not handled by the Port Authority.  |                 |                      |                 |          |          |  |          |  |          |
|          | <table><thead><tr><th></th><th><u>Straight Time</u></th><th><u>Overtime</u></th></tr></thead><tbody><tr><td>Per Hour</td><td>\$230.00</td><td></td></tr><tr><td>Per Hour</td><td></td><td>\$247.00</td></tr></tbody></table> |                 | <u>Straight Time</u> | <u>Overtime</u> | Per Hour | \$230.00 |  | Per Hour |  | \$247.00 |
|          | <u>Straight Time</u>   | <u>Overtime</u> |                      |                 |          |          |  |          |  |          |
| Per Hour | \$230.00   |                 |                      |                 |          |          |  |          |  |          |
| Per Hour |  | \$247.00        |                      |                 |          |          |  |          |  |          |

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A Two Hour Minimum will apply.

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| ISSUED<br>September 1, 2009 | ISSUED BY<br>PANAMA CITY PORT AUTHORITY<br>5321 West Hwy 98<br>PANAMA CITY, FLORIDA 32401 | EFFECTIVE<br>October 1, 2009 |
|-----------------------------|---|------------------------------|

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TERMINAL TARIFF NO. 3

| SECTION IV                       | TERMINAL FEES   |                                  |   |  |  |             |  |  |  |
|----------------------------------|---|----------------------------------|---|--|--|-------------|--|--|--|
| ITEM                             | APPLICATION   |                                  |   |  |  |             |  |  |  |
| 345                              | <p>CHARGES FOR ELECTRIC CURRENT</p> <p>The Authority will supply electric power for the following rates:</p> <p>Lights on wharf for nighttime vessel operations . . \$50.00 per night</p> <p>Dockside power (warehouse metered). . . . .cost plus 10%</p> <p>Plug-in for refrigerated containers . . . . . \$15.00<br/>           per 12 hours<br/>           or fraction thereof</p>   |                                  |   |  |  |             |  |  |  |
| 350                              | <p>CHARGES FOR REPAIRS TO LINERBOARD</p> <p>The charge for drilling of holes in linerboard will be assessed at \$6.50 per ton.</p> <p>The charge for re-banding rolls of linerboard will be assessed at \$10.00 per roll.</p> <p>The charge for ATrimming or ASlabbing rolls of linerboard will be assessed at \$25.00 per roll.</p>  |                                  |   |  |  |             |  |  |  |
| 355                              | <p>HARBOR USAGE CHARGE</p> <p>A harbor usage charge, as defined in Item 10, will be assessed on each ton of cargo which is transferred to or from one water carrier to another.</p> <p>\$0.15 per ton of cargo transferred</p>  |                                  |   |  |  |             |  |  |  |
| 360                              | <p>TRUCK SCALE WEIGH-IN=S</p> <p>The charge for truck scales will be:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Light and Heavy Weight - \$10.00</td> <td style="width: 50%;">(For cargo not handled by the Port Authority personnel)</td> </tr> <tr> <td></td> <td>\$5.00 (For cargo handled by the Port Authority personnel)</td> </tr> <tr> <td>Axle Weight</td> <td>\$6.00 (For cargo not handled by the Port Authority personnel)</td> </tr> <tr> <td></td> <td>\$3.00 (For cargo handled by the Port Authority personnel)</td> </tr> </table> | Light and Heavy Weight - \$10.00 | (For cargo not handled by the Port Authority personnel) |  | \$5.00 (For cargo handled by the Port Authority personnel) | Axle Weight | \$6.00 (For cargo not handled by the Port Authority personnel) |  | \$3.00 (For cargo handled by the Port Authority personnel) |
| Light and Heavy Weight - \$10.00 | (For cargo not handled by the Port Authority personnel)   |                                  |   |  |  |             |  |  |  |
|                                  | \$5.00 (For cargo handled by the Port Authority personnel)  |                                  |   |  |  |             |  |  |  |
| Axle Weight                      | \$6.00 (For cargo not handled by the Port Authority personnel)  |                                  |   |  |  |             |  |  |  |
|                                  | \$3.00 (For cargo handled by the Port Authority personnel)  |                                  |   |  |  |             |  |  |  |
| 365                              | <p>FOREIGN GARBAGE CHARGES</p> <p>Foreign garbage charges will be billed at cost plus 30% upon receipt of invoice from the disposal provider.</p>   |                                  |   |  |  |             |  |  |  |





TERMINAL TARIFF NO. 3

| SECTION IV                    | TERMINAL FEES  |                 |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
|-------------------------------|--|-----------------|----------|-----|---------------------------|----------|-----|-------------------|----------|-----|---------------------|----------|-----|---------------------------|----------|-----|-------------------|----------|-----|---------------------|----------|-----|-------------------------------|----------|-----|-----------------------|----------|-----|-----------------|----------|-----|---------------------------|----------|-----|-------------------|----------|-----|------------------------|---------|-----|---------------|--|--|-----------------------------|---------|-----|----------|--|--|
| ITEM                          | APPLICATION  |                 |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| 385                           | <p>LINE HANDLING CHARGES</p> <p>Handling of lines will be an exclusive function of the Authority on all vessels except on vessel under 200' when line handling is performed by the vessel's own crew.</p> <p><b>For vessels over 200' but less than 300' charges will be as follows:</b></p> <p>Between 7:00 AM and 6:00 PM of a regular working day:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">On arrival.....</td> <td style="width: 10%; text-align: right;">\$120.00</td> <td style="width: 10%; text-align: right;">(A)</td> </tr> <tr> <td>Shifting (per shift).....</td> <td style="text-align: right;">\$ 80.00</td> <td style="text-align: right;">(A)</td> </tr> <tr> <td>On departure.....</td> <td style="text-align: right;">\$ 80.00</td> <td style="text-align: right;">(A)</td> </tr> </table> <p>Before 7:00 AM and after 6:00 PM of a regular working day, or on Saturdays, Sundays, and holidays:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">On arrival. . . . .</td> <td style="width: 10%; text-align: right;">\$157.00</td> <td style="width: 10%; text-align: right;">(A)</td> </tr> <tr> <td>Shifting (per shift).....</td> <td style="text-align: right;">\$117.00</td> <td style="text-align: right;">(A)</td> </tr> <tr> <td>On departure.....</td> <td style="text-align: right;">\$117.00</td> <td style="text-align: right;">(A)</td> </tr> </table> <p><b>For vessels of 300' or greater charges will be as follows:</b></p> <p>Between 7:00 AM and 6:00 PM of a regular working day:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">On arrival. . . . .</td> <td style="width: 10%; text-align: right;">\$215.00</td> <td style="width: 10%; text-align: right;">(A)</td> </tr> <tr> <td>Shifting (per shift). . . . .</td> <td style="text-align: right;">\$195.00</td> <td style="text-align: right;">(A)</td> </tr> <tr> <td>On departure. . . . .</td> <td style="text-align: right;">\$195.00</td> <td style="text-align: right;">(A)</td> </tr> </table> <p>Before 7:00 AM and after 6:00 PM of a regular working day, or on Saturdays, Sundays, and holidays:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">On arrival.....</td> <td style="width: 10%; text-align: right;">\$260.00</td> <td style="width: 10%; text-align: right;">(A)</td> </tr> <tr> <td>Shifting (per shift).....</td> <td style="text-align: right;">\$260.00</td> <td style="text-align: right;">(A)</td> </tr> <tr> <td>On departure.....</td> <td style="text-align: right;">\$230.00</td> <td style="text-align: right;">(A)</td> </tr> </table> <p><b>Stand-by pay after expiration of one hour</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">per hour per man,.....</td> <td style="width: 10%; text-align: right;">\$28.00</td> <td style="width: 10%; text-align: right;">(A)</td> </tr> <tr> <td>straight time</td> <td></td> <td></td> </tr> <tr> <td>per hour per man, . . . . .</td> <td style="text-align: right;">\$39.00</td> <td style="text-align: right;">(A)</td> </tr> <tr> <td>overtime</td> <td></td> <td></td> </tr> </table> | On arrival..... | \$120.00 | (A) | Shifting (per shift)..... | \$ 80.00 | (A) | On departure..... | \$ 80.00 | (A) | On arrival. . . . . | \$157.00 | (A) | Shifting (per shift)..... | \$117.00 | (A) | On departure..... | \$117.00 | (A) | On arrival. . . . . | \$215.00 | (A) | Shifting (per shift). . . . . | \$195.00 | (A) | On departure. . . . . | \$195.00 | (A) | On arrival..... | \$260.00 | (A) | Shifting (per shift)..... | \$260.00 | (A) | On departure..... | \$230.00 | (A) | per hour per man,..... | \$28.00 | (A) | straight time |  |  | per hour per man, . . . . . | \$39.00 | (A) | overtime |  |  |
| On arrival.....               | \$120.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| Shifting (per shift).....     | \$ 80.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On departure.....             | \$ 80.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On arrival. . . . .           | \$157.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| Shifting (per shift).....     | \$117.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On departure.....             | \$117.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On arrival. . . . .           | \$215.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| Shifting (per shift). . . . . | \$195.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On departure. . . . .         | \$195.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On arrival.....               | \$260.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| Shifting (per shift).....     | \$260.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| On departure.....             | \$230.00   | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| per hour per man,.....        | \$28.00  | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| straight time                 |  |                 |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| per hour per man, . . . . .   | \$39.00  | (A)             |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |
| overtime                      |  |                 |          |     |                           |          |     |                   |          |     |                     |          |     |                           |          |     |                   |          |     |                     |          |     |                               |          |     |                       |          |     |                 |          |     |                           |          |     |                   |          |     |                        |         |     |               |  |  |                             |         |     |          |  |  |

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TERMINAL TARIFF NO. 3

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| SECTION IV | TERMINAL FEES   |
|------------|---|
| ITEM       | APPLICATION   |
| 390        | MINIMUM CHARGES   |
|            | Minimum charges per shipment for any Article or Item specified by this Tariff shall be \$25.00. |
| 391        | SECURITY ASSESSMENT   |
|            | All dockage and wharfage charges will be subject to a Security Assessment as follows:           |
|            | Dockage charges.....7.0% of total (A/GSMTC)   |
|            | General cargo wharfage.....\$.15 per ton (A/GSMTC)  |
|            | Bulk cargo wharfage.....\$.0325 per ton (A/GSMTC)   |
|            | Containerized cargo.....\$3.00 per container (A/GSMTC)  |

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TERMINAL TARIFF NO. 3

| SECTION V |  | INDEX OF COMMODITIES |
|-----------|--|----------------------|
| ITEM      | COMMODITY  | PAGE                 |
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| 420       | Buses, Empty Trailers and<br>Platforms                     | 43                   |
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| 435       | Cottonseed   | 44                   |
| 445       | Fullers Earth or Oil Dry                                   | 44                   |
| 450       | Explosive  | 45                   |
| 455       | Fertilizer and Fertilizer<br>Materials                     | 46                   |
| 460       | Fertilizer, In Bulk  | 46                   |
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| 540       | Paper, Newsprint   | 53                   |
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| 560       | Linerboard, Pulpboard,<br>Fiberboard, Sack Kraft           | 55                   |
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TERMINAL TARIFF NO. 3

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| SECTION V | INDEX OF COMMODITIES                    |      |
|-----------|---|------|
| ITEM      | COMMODITY                               | PAGE |
| 585       | Stone and Shell in Bulk                 | 56   |
| 586       | Wood Pellet and Peanut Shell<br>Pellets | 56   |
| 590       | Ties                                    | 57   |
| 595       | Woodpulp                                | 57   |
| 600       | Containerized Cargo                     | 57   |

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October 1, 2008

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TERMINAL TARIFF NO. 3

SECTION VI

WHARFAGE, HANDLING, STORAGE CHARGES  
 PER TON (2000#) UNLESS OTHERWISE NOTED

| ITEM  | COMMODITY   | WHARFAGE                         | HANDLING                         | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
|---|---|----------------------------------|----------------------------------|---|
| 400   | Miscellaneous,<br>General<br>(Articles not otherwise<br>described)  | \$1.62* (A)                      | \$5.20* (A)                      | \$.10                                       |
| *Rates apply per 2000# or per 40 cu.ft. (whichever is greater). |   |                                  |                                  |   |
| 405   | ALUMINUM<br><br>Aluminum Ingots   | \$1.62 (A)                       | \$3.85 (A)                       | \$.10                                       |
| 410   | AUTOMOBILES, TRACTORS OR TRUCKS, (Operational Only)<br><br>Automobiles,<br>each<br>Tractors,<br>each<br>Trucks,<br>each | \$10.00*<br>\$15.00*<br>\$15.00* | \$20.00*<br>\$35.00*<br>\$35.00* | \$1.00*<br>\$2.00*<br>\$2.00*               |
| *Per day after 15 days free time.                               |   |                                  |                                  |   |
| 415   | AUTOMOBILE, TRACTORS OR TRUCKS, KNOCKED DOWN AND BOXED  | \$1.62 (A)                       | \$5.20 (A)                       | \$.10                                       |
| 416   | Boats *   |                                  |                                  |   |
|   | On trailers up to 20'   | \$25.00                          | \$25.00                          | \$5.00                                      |
|   | On trailers over 20'  | \$50.00                          | \$50.00                          | \$10.00                                     |
|   | Lifted from trucks<br>up to 30'   | \$50.00                          | \$100.00                         | \$10.00                                     |
|   | Lifted from trucks<br>Up to 31' - 40'   | \$75.00                          | \$5.00 (per foot)                | \$12.00                                     |
|   | Lifted from trucks<br>up to 41' - 50'   | \$100.00                         | \$10.00 (per foot)               | \$20.00                                     |

**\*15 days free time allowed for boats.**

TERMINAL TARIFF NO. 3

SECTION VI

WHARFAGE, HANDLING, STORAGE CHARGES  
PER TON (2000#) UNLESS OTHERWISE NOTED

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| ITEM | COMMODITY                            | WHARFAGE     | HANDLING | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
|------|--------------------------------------|--------------|----------|---|
| 420  | BUSES, EMPTY TRAILERS, AND PLATFORMS |              |          |   |
|      | (a) Up to 39 feet,<br>each           | \$15.00* (A) | \$35.00* | \$2.00*                                     |
|      | (b) Over 39 feet,<br>each            | \$25.00* (A) | \$45.00* | \$3.00*                                     |

---

\*Per day after 15 days free time.

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|     |                               |          |               |         |
|-----|-------------------------------|----------|---------------|---------|
| 421 | MOBILE HOMES, AND MOTOR HOMES |          |               |         |
|     | (a) Up to 50 feet,<br>each    | \$50.00* | \$75.00* (A)  | \$5.00* |
|     | (b) Over 50 feet,<br>each     | \$75.00* | \$100.00* (A) | \$7.00* |

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\*Per day with no free time.

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September 1, 2010

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TERMINAL TARIFF NO. 3

| SECTION VI  |   | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |                                   |   |  |  |
|-------------|---|---|-----------------------------------|---|--|--|
| ITEM        | COMMODITY   | WHARFAGE  | HANDLING                          | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |  |  |
| 425         | CLAY, in supersacs  | \$1.62 (A)  | \$4.85 (A)                        | \$ .10                                      |  |  |
|             | CLAY, in bags<br>(palletized)   | \$1.62 (A)  | \$5.10 (A)                        | \$ .10                                      |  |  |
|             | CLAY, in bulk   | \$0.97 (A)  | <b>*RATES QUOTED UPON REQUEST</b> |   |  |  |
| <b>TTON</b> |   |   |                                   |   |  |  |
| 430         | COTTON  |   |                                   |   |  |  |
|             | COTTON, in bales  | \$1.62 (A)  | \$5.10 (A)                        | \$.22                                       |  |  |
| 435         | COTTONSEED  |   |                                   |   |  |  |
|             | COTTONSEED, in bulk   |   | <b>*RATES QUOTED UPON REQUEST</b> |   |  |  |
| 445         | FULLERS EARTH OR<br>OIL DRY   |   |                                   |   |  |  |
|             | diatomaceous,<br>industrial, or<br>fullers, in standard<br>packages palletized, | \$1.62 (A)  | \$5.10 (A)                        | \$ .10                                      |  |  |

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## TERMINAL TARIFF NO. 3

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SECTION VI                      WHARFAGE, HANDLING, STORAGE CHARGES  
 PER TON (2000#) UNLESS OTHERWISE NOTED

---

| ITEM | COMMODITY | WHARFAGE | HANDLING | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
|------|-----------|----------|----------|---|
|------|-----------|----------|----------|---|

---

|     |  |  |  |                                      |
|-----|--|--|--|--------------------------------------|
| 450 | EXPLOSIVE, HANDLED ONLY BY PRIOR ARRANGEMENT WITH PORT DIRECTOR<br><br>EXPLOSIVES (handled only<br>by prior arrangement with<br>the Port Director) |  |  | <b>*Quoted On Case By Case Basis</b> |
|-----|--|--|--|--------------------------------------|

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January 1, 2002

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TERMINAL TARIFF NO. 3

| SECTION VI |  | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |            |   |  |
|------------|--|---|------------|---|--|
| ITEM       | COMMODITY  | WHARFAGE  | HANDLING   | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |  |
| 455        | FERTILIZER AND FERTILIZER MATERIALS<br><b>(except as otherwise provided)</b>                       |   |            |   |  |
|            | In bags or sacks   | \$1.62 (A)  | \$5.10 (A) | \$.10                                       |  |
|            | <b>*Not applicable on Ammonium Nitrate fertilizer with nitrogen content<br/>in excess of 26.5%</b> |   |            |   |  |
| 460        | FERTILIZER, IN BULK  | \$ .97 (A)  |            | <b>*Rates Quoted Upon Request</b>           |  |

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TERMINAL TARIFF NO. 3

| SECTION VI  |  | WHARFAGE AND HANDLING CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |                                   |   |
|---|--|---|-----------------------------------|---|
| ITEM  | COMMODITY  | WHARFAGE  | HANDLING                          | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
| 470   | GLASS PLATE<br>OR WINDOW<br><br>GLASS, plate<br>or window  | \$1.62 (A)  | \$9.20 (A)                        | \$ .10                                      |
| <b>Note:</b> Additional charges will be assessed for blocking, bracing or otherwise securing plate or window glass in or on cars. |  |   |                                   |   |
| 475   | GRAIN<br><br>GRAIN and grain<br>products, other<br>than Grain Flour,<br>not otherwise specified,<br>in packages<br>(palletized/supersacs                         | \$1.62 (A)  | \$4.85 (A)                        | \$ .10                                      |
| 480   | Grain in bulk  | \$0.97 (A)  | <b>*RATES QUOTED UPON REQUEST</b> |   |
| 485   | HOUSEHOLD GOODS<br><br>HOUSEHOLD GOODS,<br>personal effects,<br>baggage, per ton<br>or per measurement<br>ton of 100 cubic feet,<br>whichever figures<br>greater | \$1.62 (A)  | \$8.15 (A)                        | \$ .10                                      |

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TERMINAL TARIFF NO. 3

SECTION VI

WHARFAGE AND HANDLING CHARGES  
 PER TON (2000#) UNLESS OTHERWISE NOTED

| ITEM | COMMODITY  | WHARFAGE   | HANDLING                          | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
|------|--|------------|-----------------------------------|---|
| 490  | IRON<br><br>IRON or steel articles<br>articles not<br>otherwise described,<br>billets, blooms, ingots,<br>pig iron, slabs, rails,<br>railway track, iron or<br>steel, including steel<br>plate, steel pipe | \$1.62 (A) | \$4.00 (A)                        | \$.10                                       |
| 495  | IRON OR STEEL SCRAP<br><br>IRON or steel, scrap not<br>copper clad, having value<br>for remelting purposes<br>only   | \$1.62 (A) | <b>*Rates Quoted Upon Request</b> |   |
| 500  | Steel Coils  | \$1.62 (A) | \$3.15 (A)                        | \$.10                                       |

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TERMINAL TARIFF NO. 3

| SECTION VI                  |   | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED             |           |              |                              |   |
|-----------------------------|---|---|-----------|--------------|------------------------------|---|
| ITEM                        | COMMODITY   | WHARFAGE  |           | HANDLING     |                              | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
| 504                         | COPPER WIRE ROD<br>(palletized)   | \$1.62  | (A)       | \$3.30       | (A)                          | \$ .10                                      |
| 505                         | LEAD, COPPER,<br>ZINC<br><br>Bar, block,<br>ingot, pig<br>or slab               | \$1.62  | (A)       | \$3.00       | (A)                          | \$ .10                                      |
| 506                         | Molasses  | \$ .97  | (A)       | Per rail car |                              | N/A   |
| 510                         | PASSENGERS<br><br>PASSENGERS,<br>embarking from<br>shore to ship,<br>per person | \$6.00  | (A/GSMTC) | N/A          |                              | N/A   |
|                             | PASSENGERS,<br>disembarking<br>from ship to<br>shore, per<br>person             | \$6.00  | (A/GSMTC) | N/A          |                              | N/A   |
| 515                         | POLES IN BUNDLES<br><br>POLES, in bundles<br><br>non-creosoted                  | \$1.62  | (A)       | \$4.60       | (A)                          | \$ .10                                      |
|                             | POLES, Loose<br><br>non-creosoted   | \$1.62  | (A)       | \$12.00      | (A)                          | \$ .10                                      |
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TERMINAL TARIFF NO. 3

SECTION VI WHARFAGE, HANDLING, STORAGE CHARGES  
 PER TON (2000#) UNLESS OTHERWISE NOTED

| ITEM | COMMODITY                                     | WHARFAGE   | HANDLING       | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
|------|---|------------|----------------|---|
| 520  | Bundled lumber,<br>plywood,<br>particle board | \$2.05 MBF | (A) \$4.85 MBF | (A) \$.10                                   |
|      |   | \$.85 CM   | (A) \$2.05 CM  | (A) \$.04                                   |

**NOTE 1:** Charges for material and labor to secure trucks and rail cars are in addition to handling charges.

|     |   |                       |                           |         |
|-----|---|-----------------------|---------------------------|---------|
| 521 | MOBILE EQUIPMENT                            |                       |                           |         |
|     | Rubber tired,<br>tracked,<br>self-propelled | \$30.00<br>(per unit) | \$72.00<br>(per unit) (A) | \$5.00* |

**\*15 days free time allowed per unit.**

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TERMINAL TARIFF NO. 3

| SECTION VI |  | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |            |   |
|------------|--|---|------------|---|
| ITEM       | COMMODITY  | WHARFAGE  | HANDLING   | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
| 525        | MAGNESITE<br><br>MAGNESITE,<br>calcined in<br>supersacks container<br>(2,000# - 5,000#)<br>suitable for<br>forklift machine<br>handling  | \$1.62 (A)  | \$4.85 (A) | \$.10                                       |
| 530        | MILK<br><br>MILK, solid,<br>powdered or<br>flaked, in<br>standard packages<br>palletized   | \$1.62 (A)  | \$5.10 (A) | \$.10                                       |
| 535        | NAVAL, STORES<br><br>NAVAL stores: Ester gum<br>(other than in bags or<br>sacks) pine oil, pine tar<br>oil, pitch, rosin, rosin oil,<br>rosin sizing or turpentine,<br>in packages<br><br>Palletized | \$1.62 (A)  | \$7.65 (A) | \$.10                                       |

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TERMINAL TARIFF NO. 3

| SECTION VI   |  | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |                                   |   |  |
|--|--|---|-----------------------------------|---|--|
| ITEM   | COMMODITY  | WHARFAGE  | HANDLING                          | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |  |
| 545  | RECYCLE PAPER,<br>WASTEPAPER, OCC<br>IN MACHINE PRESSED<br>BALES | \$1.62 (A)  | \$12.25 (A)                       | \$ .20                                      |  |
|  | Scrap woodpulp,<br>KLB   | \$1.62 (A)  | \$5.10 (A)                        | \$ .10                                      |  |
| <p><b>Note:</b> The Authority shall not be responsible for any loss of paper resulting from loose bales. Charges for cleaning up and disposing of loose paper will be in addition.</p> |  |   |                                   |   |  |
| 550  | PEANUTS IN BULK  |   |                                   |   |  |
|  | PEANUTS  |   |                                   |   |  |
|  | In sacks   | \$1.62 (A)  | \$10.20 (A)                       |   |  |
|  | Peanuts or Peanut<br>Meal, in bulk                               | \$0.97 (A)  | <b>*Rates Quoted Upon Request</b> |   |  |

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TERMINAL TARIFF NO. 3

| SECTION VI |   | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |            |   |
|------------|---|---|------------|---|
| ITEM       | COMMODITY   | WHARFAGE  | HANDLING   | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
| 560        | Linerboard,<br>pulpboard,<br>fiberboard,<br>sack kraft,<br><br>In rolls weighing<br>1,000 pounds<br>or more | \$1.62 (A)  | \$3.25 (A) | \$.10                                       |
| 565        | RESINS<br><br>RESINS,<br>synthetic, in<br>standard packages<br>palletized                                   | \$1.62 (A)  | \$4.85 (A) | \$.10                                       |
| 570        | RICE AND RICE<br>PRODUCTS<br><br>RICE and rice products,<br>in packages palletized,<br>or supersacks        | \$1.62 (A)  | \$4.85 (A) | \$.10                                       |
| 575        | RUBBER<br><br>RUBBER, natural<br>or synthetic,<br>in bales or<br>standard packages,<br>palletized           | \$1.62 (A)  | \$6.10 (A) | \$.10                                       |

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## TERMINAL TARIFF NO. 3

| SECTION VI |  | WHARFAGE, HANDLING, STORAGE CHARGES<br>PER TON (2000#) UNLESS OTHERWISE NOTED |                                   |   |
|------------|--|---|-----------------------------------|---|
| ITEM       | COMMODITY  | WHARFAGE  | HANDLING                          | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED) |
| 580        | STONE<br><br>STONE, viz:<br><br>Marble, granite,<br>cornwall or onyx,<br>in blocks, pieces<br>or slabs | \$1.62 (A)  | \$6.10 (A)                        | \$ .10                                      |
| 585        | STONE AND SHELL IN BULK<br><br>STONE AND SHELL, oyster<br>shell, gravel, limestone,<br>in bulk pumice  | \$0.97 (A)  | <b>*Rates Quoted Upon Request</b> |   |
| 586        | WOOD PELLET AND PEANUT SHELL PELLETS<br><br>In bulk  | \$0.97 (A)  | <b>*Rates Quoted Upon Request</b> |   |

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| ISSUED<br>September 1, 2010 | ISSUED BY<br>PANAMA CITY PORT AUTHORITY<br>5321 West Hwy 98<br>PANAMA CITY, FLORIDA 32401 | EFFECTIVE<br>October 1, 2010 |
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TERMINAL TARIFF NO. 3

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SECTION VI WHARFAGE, HANDLING, STORAGE CHARGES  
 PER TON (2000#) UNLESS OTHERWISE NOTED

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| ITEM | COMMODITY  | WHARFAGE    | HANDLING                 | STORAGE PER DAY<br>(UNLESS OTHERWISE NOTED)          |
|------|--|-------------|--------------------------|--|
| 590  | TIES<br><br>TIES, cross,<br>railroad,<br>wooden:<br><br>Pressure treated | \$1.62 (A)  | \$3.80 (A)               | \$ .10   |
| 595  | WOODPULP<br><br>In rolls<br><br>In bales<br>(unitized)                   | \$1.62 (A)  | \$3.45 (A)               | \$ .10   |
| 600  | Containerized<br>Cargo   | \$1.62* (A) | \$48.00<br>Per Container | \$1.00 per 20' container<br>\$2.00 per 40' container |

**\*Wharfage is applied to net weight of cargo.**

**\*\*7 days free-time on containerized cargo.**

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