PORT FREEPORT

TARIFF NO. 005

RATES, CHARGES, RULES, REGULATIONS AND SERVICES AVAILABLE AT PUBLIC WHARVES

ISSUED BY
PORT FREEPORT
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ISSUED: SEPTEMBER 25, 2026 EFFECTIVE: OCTOBER 01, 2026

SUBJECT	ITEM	PAGE
Table of Contents		A - B
Section 1: Rules and Jurisdiction		
Gulf Seaports Marine Terminal Conference		1
Jurisdiction of Port Freeport		2
General Authority		2
Cargo Statements		2
Records Access		2-3
Delinquent List		3
Application		3
Section 2: Abbreviations		
Definitions		4-9
Section 3: Waterway Regulations		
Disposal of Oily Residue and Waste Oil	305	10
Ballast, Refuse, Trash	310	10
Signs	315	11
Speed Limit	320	11
Collisions	325	11
Berth Applications and Arrangements	330	12-13
Section 4: Regulations on Use of Facilities		
Bunkers and Bunkering	335	14
Cleanliness of Premises	340	14
Safety	345	14-17
Damage to Property of Port Freeport	350	17
Damage or Loss and Liability	355	18
Fire Prevention	365	18-19
Fumigation Requirements	370	19
Handling of Hazardous Commodities	375	19-20
Insurance	380	20-21
Port Security Measures	385	22-27
Cyber Security	386	27
Emergency Management	387	28-29
Port Security Fees	390	29
Payment of Bills	395	30
Stevedore Contract License	405	31-35
Permits	410	35
Section 5: Vessel Regulations		
Dockage on Vessels	415	36-37
Shed Hire	420	37
Pilotage Rates	425	37

SUBJECT	ITEM	PAGE
Section 6: Space Rentals, Free Time, and Penalties		
Conditions Governing Merchandise	430	38
Free Time	435	38
Section 7: Equipment Charges		
Damage by Equipment	440	39
Equipment Charges	445	39-40
Removal of Objects from Channel	450	40
Responsibility of User on Equipment	455	40-41
Use of Privately Owned Cranes	460	41
Section 8: Charges for Electric Current, Lights, Ice and Water		
Electric Current	465	42
Ice	470	42
Water	475	42
Section 9: Miscellaneous		
Patrol Services	480	43
Information Technology Fees	485	43
Section 10: Special Services		
Limits of Liability	495	44
Incidental Services	500	44
Truck Scale	505	44
Section 11: Loading/Unloading Regulations		
Application of Time	515	45
Application of Rates	520	45
Bad Order or Overloaded/Improperly Loaded	525	45
Loading and Unloading Trucks	535	45
Orders and Release of Rail Cars	545	46
Section 12: Wharfage Application, Rules and Regulations		
Bulk Commodities	575	47
Responsibility for Payment	585	47
Terminal Use Charges	586	47-48
General Rules & Regulations on Containers & RORO Cargo	600	48
Wharfage on Containers	625	49
Wharfage Charges	635-720	49-50
Section 13: Pipeline Right of Way		
Temporary Dredge Pipeline Right of Way	724	51

RETURN TO TABLE OF CONTENTS

GULF SEAPORTS MARINE TERMINAL CONFERENCE

Federal Maritime Commission Agreement 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 of 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 State 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. Port Freeport of Brazoria County, Texas
18. Board of Commissioners of the Jackson County Port Authority (Port of Pascagoula)
19. Manatee County Port Authority of Palmetto, Florida
20. St. Bernard Port, Harbor and Terminal District, Chalmette, LA
21. Port of West St. Mary, Franklin, LA
22. Port Fourchon, LA

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 and explanation.

SHIPPERS' REQUESTS 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 any 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 of the date and time of the proposed meeting and if said shipper and complainant desires to be heard, he shall make request upon the Chairman in advance of the meeting.

Alex King
Conference Chairman
c/o Alabama Port Authority
250 N. Water Street
Mobile, AL 36602

RETURN TO TABLE OF CONTENTS

SUBJECT: RULES AND JURISDICTION

JURISDICTION OF PORT FREEPORT

A. The Port Commission of Port Freeport, of Brazoria County, Texas, has jurisdiction over and control of navigable waters of Port Freeport.

B. The Commissioners constitute the Pilot Commission for the appointment of and operations of Port Freeport Pilots. The Pilots, operating as the Brazos Pilots, are appointed by the Governor of Texas upon recommendation of the Pilot and Canal Commissioners (Port Freeport Commissioners). The Commissioners have designated the Chief Executive Officer as Chief Inspector of Pilots. Pilotage rates are uniform. The Pilots are under the supervision of the Commissioners.

C. The Commissioners have jurisdiction over and control of the use of all facilities owned by Port Freeport and over any facilities operated by Port Freeport. All port property and port leases are subject to the terms, rates and conditions of Tariff No. 5, unless otherwise specified under separate contract.

D. The Commissioners have the authority to regulate and fix charges for the use of such waterways and facilities.

GENERAL AUTHORITY

A. Port Freeport, publisher of this tariff, is the official contractor for the loading and unloading of all cargo received at its terminals unless authorized by the Chief Executive Officer.

B. The docks are for the handling of intracoastal, coastwise, intercoastal, import and export cargoes exclusively. Port Freeport reserves the right to control the loading and unloading of all freight handled on these facilities, and the rates to be charged. Port Freeport will perform themselves or through their authorized agents the loading and unloading of all freight at the rates named in this tariff. Subsequent handling of freight from a point of rest constitutes an additional handling subject to handling charges provided in this tariff for loading or unloading.

C. All users of these facilities must comply with this tariff and no user of these facilities will be permitted to deviate from the rates, rules and regulations herein prescribed unless specifically authorized by the Chief Executive Officer.

CARGO STATEMENTS

All vessels, their owners and agents shall, within five days after date of sailing of any such vessel, report to Port Freeport all cargo loaded and unloaded at all locations within Port Freeport. Such reports to show units, dimensions of units, packages, commodities, tonnage, cubic meters, and origin and destination. Any other data required for proper statistical information may be requested by the Chief Executive Officer.

Failure to file certified copies of manifests within the time specified shall constitute, in opinion of Port Freeport, cause for suspension of credit or other privileges of the vessel, until such failure is remedied.

RECORDS ACCESS

Upon request by Port Freeport, vessels, their owners, agents, masters, stevedores, and all other users of the Port facilities shall produce manifests of cargo, delivery orders, dock receipts, interchanges, reports and/or other documents as required. The purpose of said requests shall be for the purpose of ascertaining the accuracy of the manifests in order to verify the proper charges are paid under this tariff or other written agreement between the parties. Said documentation shall be provided to Port Freeport following forty-eight (48) hours after request. Failure to provide accurate records (i.e., dimensions, weights, manifest, etc.),

RETURN TO TABLE OF CONTENTS

particularly those used for billing purposes by Port Freeport, may be a violation of Chapter 37 of the Texas Penal Code and federal law and may be reported to the proper authorities by Port Freeport.

DELINQUENT LIST

Port Freeport reserves the right at any time or times and without notice to deny the use of its facilities to any user who or which is delinquent in payment of its accounts for more than thirty (30) days; such denial may be continued until such accounts are fully paid up and in current status.

APPLICATION

A. The Rates, Rules and Regulations contained in this Tariff shall apply equally to all users of the waterways and facilities of Port Freeport and shall apply on all traffic on the waterways and facilities from the effective date shown in this Tariff and on all amendments thereto.

B. Amendments shall be issued to cover needed changes in this Tariff. However, this Tariff is subject to change at the discretion of the Port Commission.

C. The use of the waterways and facilities under the jurisdiction of Port Freeport shall constitute consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, owners.

D. This tariff is made available to the public and is accessible on the Port Freeport website, at www.portfreeport.com, pursuant to the Shipping Act of 1984, as amended, and 46 C.F.R. Section 525.2, and by hard copy upon request to Port Freeport.

RETURN TO TABLE OF CONTENTS

SUBJECT: ABBREVIATIONS

¢	Cents
$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither an increase nor reduction in rates
(I)	Increase
(N)	New item
(R)	Reduction
Cu. Ft	Cubic feet
cwt	Hundred-pound weight
FMC	Federal Maritime Commission
FTZ	Foreign Trade Zone
GRT	Gross registered ton
ISO	International Standardization Organization
KG	Kilogram
Lbs.	Pounds
LF	Linear foot
LOA	Length-over-all
MBF	Thousand board feet
MT	Metric ton
NOS	Not otherwise specified
O/T	Other than
(*)	The rate, rule, or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference

SUBJECT: DEFINITIONS

AGENT OR VESSEL AGENT (*)
Any party who acts on behalf of another party, including but not limited to the party or entity, who submits the application for a vessel's berth.

ARRIVAL AT BERTH
The time at which an incoming vessel moors to her berth calculated from the time the last line is secured.

BERTH (*)
The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.

BERTH SPACE (*)
The area within Port Freeport's facilities designated or allotted by Port Freeport for use for the receipt and accommodation of freight for export pending arrival of the vessel to which such freight is consigned and

RETURN TO TABLE OF CONTENTS

for the receipt and accommodation of import freight pending delivery or tender of delivery by the steamship company to the owner or consignor thereof.

BONDED STORAGE (*)
Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs

BUNKERS
Any marine fuel, i.e., IFO, MDO, MGO, or LNG to be delivered to an oceangoing vessel by means of bunker barge, tanker, or tank truck.

CAPTAIN OF THE PORT (COTP)
Captain of the Port (COTP) means the officer of the Coast Guard, under the command of a District Commander, so designated by the Commandant for the purpose of giving immediate direction to Coast Guard law enforcement activities within an assigned area.

CARGO
Any commodity (dry bulk, liquid bulk, breakbulk, autos, machinery, equipment, baled, palletized, bagged, containerized, crated, etc.) imported, exported, domestic or stored at the Port facilities carried by vessel, truck, rail, or barge.

CBP
Assigned by the United States Customs and border Protection to manage customs bonded facilities. Port Code – 5311

CHASSIS
A wheel assembly constructed to accept mounting of containers and equipment with a device for coupling to a self-powered tractor for movement.

CHECKING (*)
The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting the same.

CONTAINER (*)
A standard ISO seagoing container 20 feet in length or over.

COST PLUS
Any operation not covered by Port Freeport Tariff is usually performed on a cost plus 20% supervision basis.

DAY (*)
A consecutive 24-hour period or fraction thereof.

DOCKAGE (*)
The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel also berthed.

FEDERAL MARITIME COMMISSION (FMC)
Agency, which administers various federal statutes regarding ocean shipping, ports and marine terminals.

RETURN TO TABLE OF CONTENTS

FEU
(Forty-foot Equivalent Unit) is an inexact unit of cargo capacity often used to describe the capacity of container ships and container terminals.

FOREIGN TRADE ZONE (FTZ)
Designated areas, approved by the Federal government, considered outside the Customs territory of the United States. An isolated policed area adjacent to a port of entry (as a seaport or airport) where foreign goods may be unloaded for immediate transshipment or stored, repacked, sorted, mixed, or otherwise manipulated without being subject to import duties.

FREE TIME (*)
The specified period during which cargo may occupy space as directed by the Chief Executive Officer or their designee on terminal property free of terminal storage charges.

HANDLING (*)
The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

HAZARDOUS MATERIAL (HAZMAT)
Any of a list of materials, compiled by the Federal government and considered to be health/safety hazards.

HOLIDAYS

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	4th Thursday in November and 4th Friday in November
Christmas	December 25th & 26th

A. On holidays observed by ILA, all Loading/Unloading will be performed at overtime rates.
B. No work shall be performed on Labor Day or Christmas Day unless agreed otherwise.
C. When scheduled holidays fall on Saturdays, the previous Friday will be recognized as the holiday and when the scheduled holiday falls on Sunday, Monday will be recognized as the holiday.

LINER SERVICE (*)
Vessels making regularly scheduled calls for the receipt and delivery of cargo and/or passengers.

LEASE
A contractual agreement wherein Port Freeport is referred as landlord, and Port user is referred to as tenant. Terms of agreement may supersede some terms of the prevailing tariff.

RETURN TO TABLE OF CONTENTS

LOADING OR UNLOADING (*)
The service, whether provided by the Port or 3rd party, of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance to or from the terminal facility.

LO/LO
This abbreviation stands for Lift-on/Lift-off. Cargo or containers are lifted onto or off a vessel by crane.

MANIFEST (*)
An itemized list of all cargo loaded or unloaded from a vessel.

MARGINAL TRACKS
Railroad tracks on the wharf apron within reach of ship's tackle.

OVER DIMENSIONAL, OVERWEIGHT CARGO
Cargo that measures over sixty-feet in length, or over twenty-feet in width, or over twenty-feet in height or weighs in excess of seventy thousand pounds.

OVERTIME
Work performed on Port Freeport Holidays and during any hours other than Straight Time hours of:
8:00 AM to 12:00 Noon and 1:00 PM to 5:00 PM on Monday through Friday.

PALLETS
The term "pallet" when applicable in this tariff in connection with unit loads, means expendable pallets constructed in such a manner to permit normal handling with forklift trucks and without damage to the cargo.

PASSENGER VEHICLE
A motor vehicle used to transport persons and designed to accommodate 10 or fewer passengers, including the operator.

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 of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel.

PORT FIRMS CODE
Identifiers assigned by U.S. Customs and Border Protection (CBP).
Port FIRMS Code – T096
Velasco FIRMS Code – T099

PROJECT CARGO
A project, consisting of separate and differing items, various lengths, widths, and weights, or not otherwise specified (NOS); to be stored, loaded, discharged over various time periods.

RORO
The abbreviation stands for roll-on roll off. Self-propelled or non-self-propelled cargo that is rolled onto a vessel as opposed to being lifted onboard using cranes.

SHED HIRE
A charge assessed against a vessel for providing a wharf shed for assembling and distributing cargo.

RETURN TO TABLE OF CONTENTS

SHIP SIDE (*)
The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.

STEVEDORES
Companies which employ labor and contract with vessels for handling of cargo on vessels and at waterside.

STRAIGHT TIME
Work performed during the hours of 8:00 AM to 12:00 Noon and 1:00 PM to 5:00 PM
Except: Saturdays, Sundays, and Port Freeport Holidays.

STRIPPING CONTAINERS
Unloading cargo from containers.

STUFFING CONTAINERS
Loading cargo into containers.

TARIFF
A publication issued by Port Freeport and filed with the Federal Maritime Commission, which sets up the definitions, rates, rules, and regulations for the Port in general or for a particular function of the Port.

TERMINAL
Use of the word "terminal" in this tariff means the facilities of Port Freeport.

TERMINAL STORAGE
Port may, at its sole discretion, allow port Users to use areas in the port for the storage of cargo at a specified storage rate. Terminal storage may include providing warehouse, terminal, or off-site facilities for the storage of inbound or outbound cargo, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, and bonded storage, after storage arrangements have been made.

TERMINAL USE FEE
A fee assessed for the use of any Port owned property and facilities for the movement within or loading or unloading of cargo to or from any means of conveyance.

TEU
(Twenty-foot Equivalent Unit) is an inexact unit of cargo capacity often used to describe the capacity of container ships and container terminals.

TON
Subject to a specific exception, the term "ton" as used in the tariff, refers to a U.S. Short Ton of a unit weight of 2,000 lbs.

TRAFFIC (Explanation of Terms)
A. INTRACOASTAL TRAFFIC: All traffic between interior points served by canals and rivers within the state of Texas. (Including intra-ports)
B. COASTWISE TRAFFIC: All traffic between any two ports of the United States.
C. INTERCOASTAL TRAFFIC: All traffic between Atlantic and Gulf ports of the United States and the West Coast of the United States.
D. IMPORT TRAFFIC: All traffic moving from any foreign ports to the continental United States.
E. EXPORT TRAFFIC: All traffic moving from the continental United States to foreign ports.

RETURN TO TABLE OF CONTENTS

TRANSIT SHED
A covered area designated for short term use in cargo operations – to/from vessel, and/or truck, and/or railroad car.

TRANSSHIPPED CARGO
Cargo landed from a vessel and reloaded on a second vessel without being removed from the wharves. Transshipped cargo may move into warehouses and/or open storage areas provided it remains in-bond. Tariff rates will be used for storage or handling where applicable.

TWIC
A TWIC® (Transportation Worker Identification Credential) is a federal identification card issued by the Transportation Security Administration (TSA). It is required for workers who need unescorted access to secure areas of the nation's maritime facilities, ports, and vessels, as well as all U.S. Coast Guard-licensed mariners.

TWIC ESCORT
TWIC Escort - An approved individual or company who has been formally certified through the Port Freeport TWIC (Transportation Worker Identification Credential) Escort Program. This certification authorizes the individual or company to escort non-TWIC holders into restricted or secure maritime areas within Port Freeport, provided the escorted individual has a legitimate business purpose or other authorized reason for entry.

UNITIZED
The term "unitized" when applicable in this tariff in connection with loading and unloading, means shipments of commodities, either pre-palletized, skidded, crated, boxed, or packaged to permit free access of forklift trucks.

USER (*)
A user of the facilities owned, leased, and/or controlled by Port Freeport shall include any vessel or person using any Port of Freeport properties, facilities, or equipment, or to whom or for whom, any service, work, or labor is furnished, performed, done, or made available by Port Freeport, or any person owning or having custody of cargo moving over such facilities.

VESSEL
Every description of watercraft or other artificial conveyance, 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, despondent owner, and/or charterer 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 alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.

WHARFAGE
A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water) when berthed at wharfs 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.

RETURN TO TABLE OF CONTENTS

SUBJECT: WATERWAY REGULATIONS

ITEM 305(I)
DISPOSAL OF OILY RESIDUE AND WASTE OIL

Issued: September 1, 2015
Effective: October 1, 2026

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL) and the United States Coast Guard's Implementing Regulations (33 CFR parts 151 158) require that reception facilities be available for those vessels which have indicated to Port Freeport in advance, the need to dispose of ship generated refuse.

Vessel owner, deponent owner or their agent will obtain a company acceptable to the United States Coast Guard to provide these services and shall contact Port Freeport's operations department for an approved list of vendors.

It is the responsibility of the vessel to provide ships agent(s) a minimum of seventy-two (72) hours advance notice, the amount of refuse that will be discharged upon vessel arrival. $0.26 per barrel with $127.72 minimum fee per vessel shall apply.

ITEM 310
BALLAST, REFUSE, TRASH

Issued: December 18, 2003
Effective: October 01, 2025

It is strictly prohibited to throw or discharge ballast, rubbish, gray water, sludge, dunnage, ashes, or anything into the waterways. Applicant will comply at all times with applicable federal, state, and local laws and regulations and international treaties and conventions related to safety and environmental protection of the marine environment, including, but not limited to, federal, state and local regulations regarding the discharge of ballast water. Any tools, materials, equipment, dropped over the side, are to be reported.

Vessels requiring ballast disposal service shall make necessary arrangements with the Director of Operations. Priority of berth space for such operations shall be solely at the discretion of the Director of Operations. Should any vessel, its owners or agents, stevedore, or other user of the facilities abandon any drums, boxes or other containers of cargo upon Port Freeport property and not remove same therefrom within 48 hours after notification by Port Freeport of the location of such items, same will be removed by Port Freeport, its employees or contractors, and the cost of such removal plus twenty percent shall be billed to the vessel, its owners or agents, stevedore or freight handler or other user of the facilities which shall be deemed by its failure to remove same to have agreed to the payment for same.

RETURN TO TABLE OF CONTENTS

ITEM 315
SIGNS

Issued: December 30, 1993
Effective: November 1, 2017

Painting or erecting signs on Port Freeport structures is prohibited. Signs may be erected on Port Freeport structures or property only after submission to the Chief Executive Officer or their designee of design, materials, fastenings, and method of erection, and upon written permission from the Chief Executive Officer or their designee.

ITEM 320
SPEED LIMIT

Issued: December 30, 1993
Effective: May 1, 2019

In combination with the authority bestowed by the State of Texas; whereby the control and operation of all types of vessels using the harbors, turning basins, navigable channels and waterways within this district, and regulations promulgated by the Secretary of the Army, this tariff adopts these operational rules governing vessel speeds.

A. Every vessel shall, at all times, proceed at a safe speed so to avoid collision and be stopped within a distance appropriate to the prevailing circumstances and conditions.

B. Every vessel shall reduce its speed sufficiently to prevent any damage when approaching another vessel in motion or tied up to a wharf or other structure, or any other manner of structures or improvements likely to be damaged by collision, suction, or wave action.

C. Vessels may not exceed a safe maneuvering and steerage speed and will not create any unusual wake.

D. Vessels and their operators shall be liable for damage or injuries caused by excessive operating speeds or wakes.

ITEM 325
COLLISIONS

Issued: December 30, 1993
Effective: May 1, 2019

In the event of collision between any craft or vessel with another craft or vessel, or between a craft or vessel and any wharf, dock, pier, bridge system, a written report shall be submitted to the Chief Executive Officer, Port of Freeport, by the pilot and the master, owner, agent, or operator of said dock facility, and such report shall be filed within 24 hours of the time of the collision.

Any vessel or craft, proceeding to sea after a collision or accident, shall mail, through its master, from its next port of call, a report on such occurrence. The pilots are to report details of grounding, collisions, accidents, and incidents of interest to the Chief Executive Officer.

RETURN TO TABLE OF CONTENTS

ITEM 330(I)
BERTH APPLICATIONS AND ARRANGEMENTS (*)

Issued: September 1, 2015
Effective: October 1, 2026

All vessels, or their agents, charterers, or owners, desiring a berth at the wharves of Port Freeport shall make application for such berth on prescribed forms, such to show date of arrival, departure, and type and quantity of cargo to be handled and other information needed. All such applications to be filed with the Director of Operations, at least (72) hours prior to vessel arrival.

As a part of its application for berth, the vessel, its owners, or agents, shall advise Port Freeport of the protection and indemnity association (P & I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.

Any damage caused by the vessel to the wharf or any installation or equipment which is the property of Port Freeport, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners of the ship causing the damage. Port Freeport shall be able to detain the ship until it has received a satisfactory guarantee for the amount of the damage caused or a reasonable estimate thereof.

The signed application and berth assignment form shall constitute a contract, subject to the rates, rules, and regulations, and provisions contained in this tariff between Port Freeport and the vessel, her agents, charterers, and owners. Berth availability shall be at the sole discretion of the Director of Operations or their designee and is subject to change.

Whenever other vessels are waiting to load or unload cargo and there is the need for the vessel already in berth to work overtime to minimize further delay, such vessels, their agents, charterers, and owners will work overtime at their own expense when requested to do so by the Director of Operations.

Any vessel, her agents, charterers, and owners refusing to work overtime at her agents, charterers and owners' expense shall at their expense vacate the berth on order of the Director of Operations. The berth shall then be assigned to the next waiting vessel in turn whose agents, charterers, and owners are agreeable and willing to work cargo on overtime. The vessel ordered to vacate a berth for refusing to work cargo on overtime, will be reassigned to the berth ahead of other waiting vessels when willing to work on overtime or when there is no further need for overtime work.

Any vessel having completed loading and unloading cargo shall on request of the Director of Operations vacate the berth immediately.

Any vessel, her agents, charterers, and owners failing to timely vacate its berth when so ordered, shall be subject to payment of additional dockage charges at the rate of $1,021.61 per hour or fraction thereof.

Assessment of the additional dockage charge shall not affect the right of Port Freeport to remove such vessel at cost, risk, and expense of her agent, charterer, and owner.

Port Freeport at its sole discretion may deny the right to moor a vessel and may order a vessel to vacate its berth at Port Freeport docks when Port Freeport deems it necessary for reasons of safety, security and/or other operational considerations.

RETURN TO TABLE OF CONTENTS

SOVEREIGN IMMUNITY

To the extent Owner or Operator of vessel ("LINE") has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, LINE hereby waives such immunity and agrees not to assert, by way of motion, defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity or any claim that LINE, its vessel or cargo is not personally subject to the jurisdiction of the applicable Courts by reason of sovereign immunity or otherwise, or that LINE, vessel or cargo is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, or otherwise) with respect to itself or its property, or that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper, or that this Tariff may not be enforced in or by such courts.

RETURN TO TABLE OF CONTENTS

SUBJECT: REGULATIONS ON USE OF FACILITIES

ITEM 335(I)
BUNKERS AND BUNKERING

Issued: September 1, 2015
Effective: October 1, 2026

A. When bunkers are pumped from barge or tank truck to vessel, a charge of $0.24 per barrel will be assessed. Dockage will not be charged on the bunker barge. A minimum charge of $37.47 per truck will be assessed on tank trucks.

B. To comply with U.S. Coast Guard Regulations, advance notification of vessel-to-vessel transfers (for vessels with a capacity of 250 barrels or more) including transfers between vessels at a dock or pier, are to be reported by the lightering or bunkering vessel, and such vessel must submit a four hour advance notification to the Coast Guard, Marine Safety Office by telephone at (979) 766-766-3689 or by radio over VHF-FM Channel 83.

ITEM 340(I)
CLEANLINESS OF PREMISES

Issued: September 1, 2015
Effective: October 1, 2026

A. Steamship agents and operators and other users of the wharves, sheds and other property of Port Freeport shall be held responsible for cleaning of the property which they have been allowed to use or assigned or leased to them, including adjacent aprons, within 24 hours of completion of vessel operations, as directed by the Director of Operations.

B. If such user does not properly clean the wharf or property he has been using, the Director of the Operations Department shall order the property cleaned and bill the user responsible:

1. An assessment of $167.29 per each 1,000 cargo tons, or

2. Cleanup cost-plus twenty percent (20%) whichever is greater, or $243.24 minimum.

ITEM 345
SAFETY

Issued: July 27, 2006
Effective: October 1, 2022

GENERAL SAFETY

A. Users shall comply with all safety standards and accident prevention regulations promulgated by federal, state, or local authorities having jurisdiction, including Port Freeport, and shall at all times conduct all operations in a manner to avoid the risk of bodily harm to any persons and the risk of damage to any property, equipment or material. Users shall continuously inspect all work, materials, and equipment to discover and determine any conditions, which might involve such risks and shall be

RETURN TO TABLE OF CONTENTS

solely responsible for discovery, determination and correction of any such conditions and shall continue to be responsible until all work is completed.

B. Users are responsible for actions of omissions or commission by its representatives, personnel, agents, contractors and vendors and their respective employees and shall be liable and shall promptly remedy damage or loss to property as a result of such acts. Users shall be fully responsible for the safety and health protection of its representatives, employees, agents, contractors, vendors and their respective employees and visitors it brings on site.

C. Users shall conduct a site safety orientation for new hires and a regular periodic training meeting for employees or personnel working on or using Port Freeport's facilities. Port Freeport has the right to monitor such meetings. Further, Users shall provide suitable training about, but not be limited to, safe work practices, safety policies and rules, personal protective equipment requirements and hazardous materials. Contractors and vendors shall provide specialized training to personnel engaged in risky and non-routine tasks.

D. Users' employees, agents, contractors, and visitors are required to wear appropriate personal protective equipment per safety rules and regulations.

E. Users shall designate a "Safety Representative" on-site that is responsible for the administration of its safety program. The Safety Representative shall have the necessary ability, knowledge, and training in safety practices to maintain a safe work environment. The name and contact information for the Safety Representative shall be provided to Port Freeport Safety Department (979) 373-5913.

F. Safety Representatives shall successfully complete the Port Safety Officer orientation program provided by Port Freeport.

G. The Safety Representative shall attend all Tenant Safety Meetings.

H. Users shall upon request provide Port Freeport with a copy of its Safety Plan (i.e., safety policy and safety procedures).

I. All accidents or damage on Port Freeport's property are to be reported to Port Freeport Security (979) 373-5900 immediately upon occurrence.

J. Port Freeport Safety is to be provided with a written accident investigation report about all a) accidents resulting in fatality, lost time, when personnel are hospitalized as a result of a single incident or b) any damage to Port Freeport equipment or property; or c) any damage greater than $1,000.00 to non-Port Freeport equipment or property damage occurs within ten (10) days.

K. User shall submit a written update to Port Freeport each Friday by noon until the accident investigation is completed. Port Freeport reserves the right to conduct and independent investigation. If the incident occurred on Port Freeport property, Port Freeport Protective Services shall be granted access to the area, to the extent permitted by law.

L. The Safety requirements set out herein are only minimum requirements and the User should take all precautions necessary to prevent bodily injury or property damage. In the event Port Freeport observes any unsafe practices, it may stop the User's work. Port Freeport does not assume User's responsibility for the safety and health of its personnel and the discovery and/or elimination of hazards, which could possibly cause accidents or damage. Users agree to indemnify and hold harmless Port Freeport from

RETURN TO TABLE OF CONTENTS

and against all losses, claims, demands and suits for damages including court costs and attorney fees resulting from or relating to that User's compliance or failure to comply with this Item 345.

M. Users are obligated to contractually bind its Contractors, representatives, vendors, suppliers, agents, and their respective employees to the provisions set forth in this Item 345 as well as all applicable provisions set forth in this Subcontract. In addition, all persons seeking access to Port Freeport will follow operational safety guidance as per the Port safety guidelines.

N. Port Freeports reserves the right to conduct safety inspections of Port Freeport tenants to assure the tenants are following the safety requirements within this Tariff.

O. Port Freeport reserves the right to inform the United States Coast Guard or appropriate agency of any health or safety risk or other nonconformity regarding any vessel docked at Port Authority Facilities pursuant to Title 33 of the Code of Federal Regulations Part 96.

P. All safety training, safety inspections, and safety meetings shall be documented and maintained per applicable laws and regulations.

Q. Any User of Port facilities or property may be required to appear before the Port Commission regarding any safety incident or safety record as a condition to maintain a Port Freeport issued license or permit or to continue use of Port Freeport facilities and property.

CORRECTIVE ACTIONS

Port Freeport may issue a Notice of Safety Violation for any violation to the safety requirements within this document. Additionally, Port Freeport may impose corrective actions, including but not limited to suspension of port entry rights, stop work, and/or revoke Port Freeport issued licenses/permits. In the event of revocation of license or permit, the User will be permitted an opportunity to present to the Port Commissioners on why such license or permit should not be revoked.

If a Notice of Safety Violation is issued, a copy of the Notice of Safety Violation shall be given to the individual and their employer. Any Notice of Safety Violation may be appealed to the Director of Protective Services, within 30 days of the date it is given to the individual. In such appeal, the individual shall have the right to present any materials or statements pertinent to the matter at hand.

VEHICLE SAFETY

A. All persons shall comply with all posted speed limits and traffic signs while operating any motorized vehicle on Port Freeport property.

B. Any person operating a commercial vehicle on Port Freeport property, which has had prior or shall have a subsequent operation on public roads, shall maintain a valid commercial driver's license at all times during the operation of such vehicle. Any person operating a motorized vehicle on Port Freeport property shall maintain a valid state driver's license at all times during the operation of such vehicle.

C. Handheld smart devices for any purpose other than navigational aids or use by emergency personnel operating in their official capacities is prohibited while operating a motorized vehicle on Port Freeport property.

RETURN TO TABLE OF CONTENTS

TRAFFIC VIOLATIONS
A written warning may be issued at the discretion of the security officer for any traffic violation (ex. speeding; failure to stop; striking a fixed object). For traffic offenses that have an increased safety risk, Port Freeport may also exercise its right to revoke the offender's Port Freeport access rights for a short period of time, but for more serious offenses, Port Freeport may also exercise its right to revoke the offender's Port Freeport access rights for a longer period of time.

For repeat offenders, Port Freeport may also exercise its right to revoke the offender's Port Freeport access right up to one (1) year or longer.

Licensed law enforcement officials may issue citation(s) and may detain and/or arrest traffic offenders to the limit allowed by local, state, or federal law.

PARKING VIOLATIONS
A written warning may be issued at the discretion of the security officer for any parking violation. For offenses with an increased risk to safety and/or security (ex. blocking traffic; illegal parking on the dock), vehicles may be towed at the owner's expense.

For repeat offenders, Port Freeport may also exercise its right to revoke the offender's Port Freeport access right up to one (1) year.

Licensed law enforcement officials may issue citation(s) and may detain and/or arrest parking offenders to the limit allowed by local, state, or federal law.

ITEM 350(C)
DAMAGE TO PROPERTY OF PORT FREEPORT

Issued: December 1, 1994
Effective: October 01, 2026

A. Users of the facilities of Port Freeport shall be held responsible for all damage to the property of Port Freeport occasioned by them. With respect to damages or injury to berths, wharves, transit sheds, mechanical equipment, or other assigned facilities, occurring during the tenancy, occupation, and/or use thereof by any User to which such facilities were (temporarily or permanently) assigned, such User shall be responsible and liable to Port Freeport for all such damages or injury, without regard to who shall have caused the damage or injury, except to the extent that damage or injury is caused by the negligence of Port Freeport. The cost to repair or replace Port Freeport property will be billed to the responsible User at cost plus twenty percent (20%) for overhead.

B. Users shall immediately report any damage to Port Freeport property to Port Freeport Security and/or Operations.

RETURN TO TABLE OF CONTENTS

ITEM 355(C)
DAMAGE OR LOSS AND LIABILITY (*)

Issued: April 26, 2007
Effective: October 01, 2026

A. Except as may be caused by its own negligence, but without waiving any of Port Freeport's legal rights to immunity, Port Freeport shall neither be responsible for injury to, or loss of, any cargo being loaded or unloaded at its public wharves; nor any delays, injury to, or loss of, cargo on its wharves or in its sheds, by fire, leakage, or fire protection devices; acts of terrorism, storms or hurricanes; nor collapse of building, wharves, floors, or foundations; nor breakage of pipes; nor loss or injury caused by rats, mice, weevils, moths, animals, birds, insects; neither frost nor the elements; nor any delay, loss or damage arising from combination of strikes, tumult, insurrections, or acts of God, or force majeure.

B. Liability for loss or damage as a result of switching operations on the leased tracks of Port Freeport is set forth in contract between Port Freeport and Union Pacific Railroad.

C. Any loss or damage which may be caused by the acts of Port Freeport employees or equipment, shall be agreed upon in writing at the place and time of the loss or damage, and in no event will any claim whatsoever be accepted for such damage unless the claim is made within 30 days of the occurrence. Except as may be caused by the acts of Port Freeport's own negligence, but without waiving any of Port Freeport's legal right to immunity, users agree to indemnify and save harmless Port Freeport 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 operations on the property of Port Freeport and the use of its facilities.

D. In the event suit should be brought by or against Port Freeport in a court of competent jurisdiction to collect any monies due, enforce any provision or remedy any default under this tariff by User or Users of the public facilities of Port Freeport, which suit results in a final judgment, then the prevailing party shall be entitled to recover of and from the non-prevailing party, in addition to the usual court costs, reasonable attorney's fees.

E. Nothing contained herein will be deemed a waiver of any immunities to which Port Freeport may be entitled under applicable laws, nor shall anything contained herein be deemed to subject Port Freeport to liabilities for the actions of any persons other than the agents and employees of Port Freeport. For limits of liability on Port Freeport, see ITEM 495.

ITEM 365
FIRE PREVENTION

Issued: December 30, 1993
Effective: October 1, 2022

A. Smoking and open flames: It is unlawful to smoke, weld or have open flames in the sheds or within 50' of the piers. Refer to ITEM 410 – Permits.

B. Vehicle Parking: Automobiles, trucks, trailers, or other motor vehicles shall not park on the waterfront facilities, or in sheds except while waiting to load or discharge cargo, ship supplies, or passengers when

RETURN TO TABLE OF CONTENTS

attended by a driver, or when handled or stored as cargo, or when parked in a designated area. No idle running vehicles shall be left unattended.

C. Refueling on docks or piers: It is unlawful to refuel vehicles, automobiles, or vehicular cargo within 50' of sheds or pier. Exception: Mobile cranes working cargo are allowed to be refueled alongside the wharves by tank fueling vehicle in compliance with 2017 NFPA 385 and 2015 International Fire Code 5706.6. Additionally, the fuel vehicle must comply with all Department of Transportation and City of Freeport standards.

ITEM 370
FUMIGATION REQUIREMENTS

Issued: December 30, 1993
Effective: November 1, 2017

A. At minimum, Port Freeport Security, Operations and Safety shall be notified in writing at least 24-hours in advance. Port Freeport reserves the ability to reduce the 24-hour notice if the fumigation is time sensitive due to the level of infestation or the potential interference with commerce.

B. Warning signage shall be applied to all access points while fumigation is in progress.

C. All commodities bagged or packaged that are subject to insect/pest infestation, which remain in transit sheds for a period of 45 days, or show signs of infestation before 45 days, must be fumigated immediately and each 45-day period thereafter as long as the cargo remains in the transit sheds.

D. Fumigation expense will be for the account of the cargo owner, shipper, consignee, or whoever has care custody, and control of the cargo. If fumigation is not performed as required, Port Freeport reserves the right to fumigate such commodities and bill the cargo owner, shipper consignee or whoever has care custody and control of the cargo.

ITEM 375
HANDLING OF HAZARDOUS COMMODITIES

Issued: December 30, 1993
Effective: November 1, 2017

Shipments of articles classified as explosive or dangerous in applicable regulations of the Department of Transportation will be permitted only upon full compliance with such regulations by shippers, their agents, and the agencies of transportation. Conformance shall be made also to such further rules or regulations as may be issued by other state, federal or municipal authorities.

For the protection and safety of Port Freeport, users of its facilities, and the general public, rights are reserved to issue such directives or regulations as may be deemed necessary by Port Freeport to ensure safe handling, stowing, loading, discharging, or transportation of explosives or dangerous articles within the confines of Port Freeport facilities or waterfront. Notification is required prior to the tender of explosives or dangerous articles.

The master, agent, or person in charge of any domestic or foreign vessel which is inbound into the jurisdiction of Port Freeport, which has on board any hazardous commodities so classified in applicable

RETURN TO TABLE OF CONTENTS

regulations of the Department of Transportation, shall submit a listing of the weight of such commodity, its label, and the location at which it is stowed within the vessel to a representative of Port Freeport upon arrival at the wharf.

Port Freeport may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of such explosives or dangerous articles, which are considered by the Chief Executive Officer as offering undue risk or exposure to such risk.

ITEM 380
INSURANCE (*)

Issued: April 15, 2004
Effective: October 1, 2022

A. All vehicles entering Port premises may be required to show proof of automobile liability insurance as required by the State of Texas. Vehicles not in possession of proof of insurance will not be permitted to enter Port premises until proof of insurance coverage is produced.

   State of Texas minimum auto insurance requirement:
   1. $30,000 in bodily injury coverage per person
   2. $60,000 in bodily injury coverage total per incident
   3. $25,000 in property damage coverage per incident

B. Steamship agencies and subcontractors working for them, stevedoring companies and subcontractors working for them, doing business on or in connection with the facilities of Port Freeport shall keep in full force and effect, the following coverage. The coverage designated by an asterisk (*) must name Port Freeport as an additional Insured and must contain a subrogation waiver in favor of Port Freeport

   1. *General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of $1,000,000 per occurrence, subject to a $2,000,000 general aggregate limit, and providing a deductible not to exceed $25,000.

   2. *Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of $1,000,000.

   3. *Workers' Compensation Coverage (with U.S. Long-shoremen and Harbor Workers Act coverage if workers are working aboard a vessel and/or performing Longshore duties) at statutory limits.

   4. *Employer’s liability insurance with limits of no less than $1,000,000.

   5. *Umbrella or Excess Liability insurance with limits of $5,000,000 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of insurance provided for in items (B)1, (B)2 and (B)4 above.

C. Any delivery drivers on Port premises in connection with towing motor vehicle(s) for deliveries, shall be required to show proof of automobile liability insurance. Towing vehicles not in possession of proof of insurance will not be permitted to enter Port premises until proof of insurance coverage is produced, unless authorized by Port Freeport Operations or Protective Service Management.

RETURN TO TABLE OF CONTENTS

Auto liability including hired and non-owned vehicles minimum limit: $300,000 per tow truck per Incident.

The Policy or Policies shall be endorsed to provide, that thirty (30) days prior written notice shall be given to the Board of Commissioners of Port Freeport in the event of cancellation or material changes in the policy. Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents, and a copy of the Policy or Policies of Insurance, or Certificate or Certificates of Insurance shall be delivered to the Board of Commissioners of Port Freeport. Certificate or Certificates of Insurance so furnished shall certify that the Policy or Policies comply with the requirements of this item. Port Freeport reserves the right to change established minimum coverage limits for special situations.

D. All others (contractors, subcontractors, suppliers, and services, etc.) working for Port Freeport shall have and keep in effect. The coverage designated by an asterisk (*) must name Port Freeport as an additional Insured and must contain a subrogation waiver in favor of Port Freeport.

1. *General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of $1,000,000 per occurrence, subject to a $2,000,000 general aggregate limit, and providing a deductible not to exceed $25,000.

2. *Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of $1,000,000.

3. Workers' Compensation Coverage (with U.S. Long-shoremen and Harbor Workers Act coverage if workers are working aboard a vessel and/or performing Longshore duties) at statutory limits. Employer's liability insurance with limits of no less than $1,000,000.

The Policy or Policies shall be endorsed to provide, that thirty (30) days prior written notice shall be given to the Board of Commissioners of Port Freeport in the event of cancellation or material changes in the policy. Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents, and a copy of the Policy or Policies of Insurance, or Certificate or Certificates of Insurance shall be delivered to the Board of Commissioners of Port Freeport.

Certificate or Certificates of Insurance so furnished shall certify that the Policy or Policies comply with the requirements of this item. Port Freeport reserves the right to change established minimum coverage limits for special situations.

E. Certificates of insurance evidencing that all the listed coverages are in force and effect must be provided directly by the issuing company or its agent. Evidence must be provided showing that the agent is licensed in Texas. Liability policies must provide for deductible rather than retention.

RETURN TO TABLE OF CONTENTS

ITEM 385(C)(I)
PORT SECURITY MEASURES

Issued: September 1, 2015
Effective: October 1, 2026

A. Port Freeport may, from time to time, implement and enforce such security measures, procedures, policies and regulations, and furnish and maintain such services and devices for the protection of persons and property on or about the channels, waterways, docks, slips and other facilities and improvements owned, operated or controlled by the Port as the Port deems reasonably necessary, including specifically, and without limitation, those required by 33 CFR Part 105, as amended, and other applicable federal, state and local laws and regulations regarding maritime security ("Port Security Measures"). The Port may institute tariffs to cover the cost of Port Security Measures to be paid by the Users who shall be liable for such charges as set out in the tariff.

B. Users and its agents, employees, contractors, and invitees shall comply with any and all Port Security Measures in effect or as levied from time to time by the Port. Should any of these parties cause the Port to be levied a fine due to action or omission, physically or verbally, of agents, employees, contractors or invitees, user shall be responsible for such fine plus a twenty percent (20%) administration fee.

C. Should any crewmember, staff, visitor, representative, or any other individual exit a vessel or enter a TWIC designated area without proper escort or current Transportation Worker Identification Credential (TWIC), the vessel agent or tenant shall be levied a penalty of:

1. $3,000 for the first violation,
2. $6,000 for the second violation within a 24-months period of time, or
3. $12,000 for any additional violation(s) within a 24-months period of time after the second violation.

Should any crewmember, staff, visitor, representative, and any other individual exit a vessel without proper travel documents to be in the United States of America, the vessel agent shall be levied an additional penalty of $3,000 per individual.

Following any incident involving an individual(s) improperly leaving a vessel, the Port reserves the right to immediately add security at all vessel entry/exit points until the vessel leaves Port Freeport. The vessel agent shall be charged for the additional security at the rate of cost +50% at a minimum of 4 hours. For up to 90 days following an incident, additional security may be assigned to the vessel at the same rate.

Any and all Port Security Measures are for the protection of the channels, waterways, Port properties and the terminal in general.

D. In the event that User requires additional unarmed security on Port Freeport property, User shall utilize a state licensed security firm of their choice, or the Port can be providing these services at the tariff rate. For Port provided security services, coverage cannot be guaranteed with less than a 12-hour notice is given.

E. In the event the User requires additional armed security within Port Freeport property, User shall coordinate additional security through Port Freeport's Protective Services. Non-Port Freeport armed security services may be used with the approval of the Port. For Port provided security services, coverage cannot be guaranteed with less than 12-hour notice is given.

RETURN TO TABLE OF CONTENTS

F. Additional security measures may also include patrol operations, which consist of land-based or water-based patrols in a specific area or around a specific vessel. Non-Port Freeport security patrol services may be used with the approval of the Port outside the restricted area and Port Freeport harbor security zones. Additional security measures may also include canine detection capabilities for narcotics, explosives, currency and firearm on Port Freeport owned or leased property.

G. User shall be responsible for arranging additional security at User's sole cost and expense.

H. Under no circumstances shall the Port be responsible for or liable to User or any other person for losses due to destruction, theft, burglary or for vandalism of its cargo or property.

I. Additional security function(s) provided by the Port will be charged at the rate of:
   1. The services below are subject to a 4-hour minimum charge. The ordering party is required to provide a minimum of 12-hour notice of cancellation. Failing to provide 12-hour notice of cancellation will result in the minimum charge being assessed.
   2. Unarmed Security, if requested will be at cost plus twenty percent (20%).
   3. Armed Security, if requested, will be at cost plus twenty percent (20%).
   4. Security Investigation requests – $50 per hour. If video footage is required approved media shall be provided by the requestor.
   5. Waterside Patrol, dedicated to specific task, area, or vessel: $319.26 per hour
   6. Special Services – Port Freeport is prepared to offer armed patrol, waterside armed patrol and/or armed anchorage escort services on a case-by-case basis, the cost to be determined based on circumstances and no less than cost plus twenty percent (20%).

   Port Freeport right to deny or revoke access: Port Freeport reserves the right to deny or revoke access to Port Freeport property for any security or safety reason as determined solely and conclusively by Port Freeport.

   Individuals accessing the Port more than four (4) times within 30-days shall obtain a Port Freeport identification card, which can be obtained at Port Freeport's Emergency Operation Center. Individuals must have a purpose of business within the Port prior to obtaining a Port Freeport identification card. Port Freeport identification cards are granted at the sole discretion of Port Freeport for a period determined by Port Freeport. The Port reserves the right to suspend or revoke a Port Freeport identification card at any time.

J. All suspicious activity and security related incidents on Port Freeport property shall be reported to Port Freeport Security (979-373-5900) immediately under the conditions and timelines set forth in Tariff ITEM 345.

TWIC ESCORT REQUIREMENTS FOR INDIVIDUALS

Possessing a TWIC does not grant automatic access to Port Freeport's restricted area facilities. There must be a reason to be on property, and approval for access is required. U.S. Coast Guard regulations allow for certain non-TWIC holders to be escorted in restricted and secure areas as long as they have a reason to be on the property and are approved for access.

At Port Freeport, a Port Freeport Escort Credential is required in order to perform escort duties. An escort card may be issued according to current port procedures, which includes both the sponsoring company and Port Freeport approval along with the successful completion of the Port Freeport TWIC Escort training program. There is no charge for the training program if attended on a regularly scheduled day, but there is a fee for the Port Freeport Escort Credential. Reference Port Freeport Tariff ITEM 390 for fee amounts.

RETURN TO TABLE OF CONTENTS

TWIC escorting privileges are granted at the sole discretion of Port Freeport for a period determined by Port Freeport. Additionally, Port Freeport reserves the right to deny granting escorting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted to an individual, for any such reason as Port Freeport deems necessary including, but not limited to the following:

A. Submittal by an employer or nominated applicant of false or misleading information.

B. A violation of Port Freeport's Safety and Security Policies or any failure to adhere to the policies, rules, and regulations of Port Freeport or other applicable federal, state, or local laws and regulations including but not limited to:

   1. Any attempt to gain entry to Port Freeport's facilities or restricted areas within its facilities through fraud or deception.

   2. Any attempt to bypass established entry points.

   3. Use or attempted use of a credential issued to anyone other than the approved TWIC escort or loaning of an approved TWIC escort credential to another person.

   4. Use or attempted use of a fraudulent credential.

   5. Failure to perform escorting duties in the manner prescribed by Port Freeport policy.

C. Submittal by an approved TWIC escort of false or misleading information or refusing to cooperate in a security-related investigation.

D. Conviction of an approved TWIC escort of any offense for which he/she would have initially been denied approval in accordance with the policies of Port Freeport.

E. Failure to present a TWIC upon request or loss of TWIC privileges at any regulated port authority.

F. An employer no longer meets the criteria under which its eligibility was initially established, or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.

G. The loss of the original sponsor.

SPONSORSHIP FOR A TWIC ESCORT COMPANY

TWIC escorts companies shall have a sponsor to operate within Port Freeport. Additionally, TWIC escorts companies shall complete an application for their TWIC Escort License. The TWIC Escort sponsor and license application forms may be obtained from the Port Freeport Emergency Operation Center.

There is no fee for sponsoring a contract TWIC escort company.

TWIC escorts companies shall pay an annual license and application fee to provide TWIC escorting services on Port Freeport property. Reference Tariff ITEM 390 for fee amounts. Port Freeport reserves the right to deny granting TWIC Escort License and privileges or to suspend, revoke or deny renewal of such escorting licenses and privileges previously granted to a company, for any such reason as Port Freeport deems necessary including, but not limited to the actions listed within the previous section of the Tariff.

RETURN TO TABLE OF CONTENTS

New TWIC Escort License applications and renewals shall be presented to Port Freeport's Board of Commissioners for approval. If the license application does not get approved, 50% of the license and application fee will be refunded.

TWIC escort company may be sponsored by multiple firms. There shall be a separate sponsor form for each sponsor, but only one application is necessary.

All individuals who provide TWIC escort services and are employed by a TWIC escort company shall complete an Individual TWIC Escort sponsor forms, which may be obtained at the Port Freeport Emergency Operation Center. These individuals shall successfully complete the Port Freeport provided TWIC Escort training program prior to being granted a Port Freeport Escort Credential. The TWIC Escort training course shall be provided on a regularly scheduled basis. Individuals may obtain the course schedule at Port Freeport's Emergency Operation Center. There is no fee for the regularly scheduled course. If needed, a TWIC escort company may request a class on a non-regularly scheduled day. Reference Tariff ITEM 390 for fee amounts.

The following Employers are eligible to sponsor a contract firm to provide TWIC Approved Escort services:

1. Port Freeport.

2. Tenants leasing land, buildings, or office space within the boundaries of Port Freeport.

3. Steamship Agents with vessels routinely calling on Port Freeport.

TWIC escorts companies shall not stage company equipment or escort vehicles on Port Freeport property without prior approval from Port Freeport's Director of Operations or their designee.

SPONSORSHIP FOR AN INDIVIDUAL TWIC ESCORT

All individuals not associated with a TWIC escort company that are applying for a Port Freeport Escort Credential shall have a sponsor. The Individual TWIC Escort sponsor forms may be obtained from the Port Freeport Emergency Operation Center. The User Company assumes the liability of penalties levied against Port Freeport as they relate to the failure of the respective escort to comply with escorting responsibilities mandated by applicable sections of the TWIC regulation. The following Employers are eligible to sponsor their employees for TWIC Approved Escort privileges:

1. Tenants leasing land, buildings, or office space within the boundaries of Port Freeport.

2. Steamship Agents with vessels routinely calling on Port Freeport.

3. Companies who provide transportation for vessel crews, agents, or tenants.

4. Employees of Port Freeport and its elected officials.

5. Contractors or other invitees of Port Freeport, its tenants, or vessels who provide necessary, on- going services to facilities or vessels.

Individuals shall successfully complete the Port Freeport provided TWIC Escort training program prior to being granted a Port Freeport Escort Credential. The TWIC Escort training course shall be provided on a regularly scheduled basis. Individuals may obtain the course schedule at Port Freeport's Emergency

RETURN TO TABLE OF CONTENTS

Operation Center. There is no fee for the regularly scheduled course. If needed, a sponsoring company may request a class on a non-regularly scheduled day. Reference Tariff ITEM 390 for fee amounts.

Individuals who are granted a Port Freeport Escort Credential shall:

1. Possess and maintain a valid TWIC.

2. Be sponsored by their employer as a TWIC escort within the Restricted Access areas.

3. Be a direct employee of the sponsoring employer and may not be sponsored by more than one employer

4. Complete the training requirements listed in 33 CFR 105.215, as provided by the Port Freeport's Protective Services Department.

5. Must possess a working cellular telephone while engaged in Approved Escort duties.

6. Possess a valid Port Freeport identification. This identification shall be on the person at all times when on Port Freeport property.

7. Possess a valid Port Freeport TWIC Escort credential. This credential shall be on the person at all times when on Port Freeport property.

TWIC ESCORT PROCESS

Users may choose any licensed TWIC escort service. Prior to entering a restricted or secure are, approved escorts shall check-in with security at the facility's access control point (i.e., gate or checkpoint). Security shall confirm that the approved escort possesses a current and valid Port Freeport identification card, Port Freeport TWIC Escort credentials, and TWIC identification card. The approved escort and the non-TWIC holders being escorted shall sign-out at the Facility Security Station upon their departure.

At the discretion of Port Freeport, Protective Services may review the credentials and identification cards listed above at any time within a restricted or secured area. Additionally, both the approved escort and the non-TWIC holders being escorted may have their vehicle screened at any time within a restricted or secured area.

Approved escorts may escort a maximum of:

A. Five (5) non-TWIC holders not in a motor vehicle.

An escort operating a separate vehicle may escort up to five (5) individuals total across a maximum of two (2) vehicles, provided the legal capacity of each vehicle is not exceeded. If the escort is traveling in the same vehicle as the individuals being escorted, they may escort up to the legal capacity of that vehicle.
For stationary non-TWIC holders, the approved escort shall stay within physical proximity of the non-TWIC holders that they are escorting. The non-TWIC holder shall stay within visual sight of the approved escort at all times.

Approved Escorts must possess a working cellular telephone while engaged in escorting duties in Restricted Areas and must immediately report loss of side-by-side contact with escorted individuals, or any suspicious activity engaged in by such escorted individuals, to the Port Freeport Gate 8 operations (979) 373-5900.

RETURN TO TABLE OF CONTENTS

The approved escort shall not be relieved of custody or responsibility for escorted persons until the approved escort, and each of the non-TWIC holders being escorted by the Approved Escort have checked-out at the facility's access control point or been transferred to another approved escort. If transferred to another approved escort, there shall be physical evidence of this confirmation (ex. log, record, etc.)

ITEM 386
CYBER SECURITY

Issued: October 1, 2023
Effective: October 1, 2023

Port Freeport requires that all Cybersecurity Incidents or Data Breaches that have resulted in an impact to the daily operations of a Port Freeport business partner (e.g., terminal operator, tenant, vessel owner, vendor, consultant, contractor, or any subcontractor or designee thereof) and wherein said incident may, within reason, pose a risk to Port Freeport's systems, personnel, facilities, or operations be disclosed and reported, in writing, to Port Freeport's Director of Information Technology as expeditiously as practicable, but no later than ten (10) days following the determination of a Cybersecurity Incident or Data Breach or reason to believe an Incident or Data Breach has occurred. In accordance with Chapter 521 of the Texas Business and Commerce Code, any report of a Cybersecurity Incident or Data Breach made to Port Freeport's Director of Information Technology shall include an estimate of the number of Texas residents impacted by such Cybersecurity Incident or Data Breach.

With consideration to the above constraints, impacts to daily operations include, but are not limited to, denial of service, breach of customer data, compromised accounts, ransomware incidents, and unauthorized access to equipment or other infrastructure that may, within reason, put Port Freeport's data, infrastructure, systems, or personnel at risk.

Damage incurred by Port Freeport as a direct result of a Cybersecurity Incident or Data Breach may result in monetary penalties that must be reimbursed by the so compromised entity or entities.

Cybersecurity Incident:

1. Access of a computer, computer network, or computer system without the effective consent of the owner; or

2. Access of a computer, computer network, or computer system that is owned by Port Freeport or that is owned by a business or other commercial entity engaged in a business activity. – Texas Penal Code, Sec. 33.02

A Cybersecurity Incident also means those offenses detailed in the Texas Penal Code, Chapter 33, as it may be amended from time-to-time.

Data Breach: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person or by a business or other commercial entity, including data that is encrypted if the person accessing the data has a key required to decrypt the data. – Texas Business and Commerce Code, Sec. 521.053

RETURN TO TABLE OF CONTENTS

ITEM 387
EMERGENCY MANAGEMENT

Issued: September 25, 2025
Effective: October 1, 2025

A. Each tenant shall designate an Emergency Coordinator and Deputy Emergency Coordinator for their organization.

B. Tenants shall develop and maintain a site-specific Emergency Action Plans (EAP) tailored to their operations, which must be submitted to Port Freeport within 30 days of lease commencement or upon significant operational changes. Tenants must maintain familiarity with their EAPs and ensure their employees, contractors, and agents are trained in its provisions. The EAP shall include, at a minimum:

1. Procedures for fire, medical emergencies, evacuation, shelter-in-place, and lockdown scenarios.

2. Hurricane plan.

3. Designated emergency coordinators and contact information.

4. Identification of hazardous materials stored or used on-site, with corresponding safety data sheets (SDS).

5. Communication protocols for coordinating with Port Freeport and emergency services.

6. Annual training and drills for their employees to ensure readiness for emergencies, including but not limited to natural disasters, hazardous material incidents, security threats, and medical emergencies.

7. Documentation requirements for training and drills.

C. All tenants leasing property or operating within Port Freeport shall comply with any applicable federal, state, or local regulations governing emergency preparedness and response.

D. Tenants shall maintain all leased premises, equipment, and infrastructure in a manner that minimizes risks to safety and security during an emergency incident. Tenants are responsible for providing and maintaining adequate emergency equipment, including fire extinguishers, first aid kits, and spill containment materials, as applicable to their operations.

E. During an emergency, tenants shall provide immediate access to their premises for Port Freeport personnel, emergency responders, and other authorized officials. Tenants shall cooperate fully with Port Freeport and emergency services in implementing response and recovery measures, including providing personnel, equipment, or resources as reasonably requested.

F. Tenants shall bear all costs associated with developing, implementing, and maintaining their EAPs, as well as any costs incurred due to non-compliance with this Tariff. Tenants shall be liable for any damages or costs arising from their failure to comply with emergency management requirements, including but not limited to environmental cleanup, property damage, or disruption of Port Freeport operations.

RETURN TO TABLE OF CONTENTS

G. By operating within the seaport, tenants acknowledge and agree to abide by these emergency management requirements as a condition of their tenancy.

ITEM 390(I)
PORT SECURITY FEES

Issued: September 1, 2015
Effective: October 1, 2026

In order to fulfill our responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Security Act of 2002 and the US Coast Guard regulation 33 CFR 105, Port Freeport will assess a Port Security Fee as set forth herein. Such fee, in the amounts set forth below shall be in addition to all other fees and charges due under this tariff:

Security on Dockage for Vessels (including, without limitation, barges):
Twelve point Zero Seven percent (12.07%) of total dockage assessed per port call.

Security on Wharfage:

Break-bulk:	$0.27 per ton
Bulk Cargo (dry or liquid):	$0.11 per ton
Containers:	$5.36 per loaded container
Vehicles:	$1.74 per unit
Loaded railcars:	$31.00 per railcar

OTHER SECURITY RELATED FEES
Port Freeport will assess security related security fee as set forth herein. Fees listed below may be paid at Port Freeport's Emergency Operation Center. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Patrol Services are listed in ITEM 480(A)

Port Freeport Identification Card
Initial Port Identification Card: $10.00
Replacement Port Identification Card: $57.00
Renewal Port Identification Card: $10.00

Port Freeport TWIC Escort Credential:
Initial TWIC Escort Credential: $10.00
Replacement TWIC Escort Credential: $30.00
Replacement TWIC ESCORT Credential: $57.00
Renewal TWIC Escort Credential: $10.00

Parking Pass
Dock Side Parking Pass: $110.00 per year; or $6.00 per day

TWIC Escorts
TWIC Escort Company License: $320.00 per year initial fee; $110.00 per year renewal fee
TWIC Escort Training on a Non-Regularly Scheduled Day: $30.00 per student (includes cost of escort credential)

RETURN TO TABLE OF CONTENTS

ITEM 395(I)
PAYMENT OF BILLS (*)

Issued: September 1, 2015
Effective: October 1, 2020

A. A lien in favor of Port Freeport shall arise on all cargo and personal property moved onto Port premises to secure the payment of all fees, interest, penalties, and other charges payable under this tariff. If there are carrier liens on cargo for unpaid charges for storage or other terminal charges established pursuant to 49 U.S.C. 80109, whether established by contract or by law, said carrier liens shall inure to the benefit of Port Freeport on cargo or personal property moved on to Port premises, and the carrier shall be deemed to have assigned such liens to Port Freeport to secure the payment of all sums payable under this tariff.

B. All charges incurred under provisions of this tariff are due upon presentation and shall be payable within thirty (30) days from the date of the bill or invoice.

C. Late Charges: Interest at a rate of one and one-half percent (1.50%) per month or the maximum legal percentage allowed by the state of Texas, will be assessed on the balance due on invoices more than thirty.

D. (30) days old, calculated on a daily basis, for each day over 30 days, and the amount of such penalty shall be added to the amount due each month until the amount in arrears is paid. In addition, any party owing the invoice, or any part thereof shall pay and be responsible for paying, jointly and severally, all of Port Freeport's costs and expenses in collecting the invoice including reasonable attorney's fees.

E. Presentation of bills to owners and agents of vessel or to stevedores is done as a matter of accommodation and convenience and shall not constitute a waiver of the lien for charges furnished the vessel for which the Maritime Law gives a lien.

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

G. Invoices must be paid when presented, and errors if any, will be rectified by Port Freeport.

H. Port Freeport reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners, and agents, or against cargo loaded or discharged by such vessels, or from other users of the facilities of Port Freeport, whose credit has not been properly established with Port Freeport or who are habitually on the delinquent list. Use of facilities may be denied until such payments or deposits are made.

I. Port Freeport reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied, as specified by the payer.

RETURN TO TABLE OF CONTENTS

ITEM 405(I)
STEVEDORE CONTRACTOR LICENSE

Issued: September 1, 2015
Effective: October 1, 2026

Any person or other entity must hold a valid Stevedore License approved by the Port Freeport Commission to operate as a stevedore at facilities owned or operated by Port Freeport.

Stevedore contractors whether they are currently performing or desiring to perform stevedore services at Port Freeport facilities, are required to file an application for a Stevedore Contractor's license. All stevedoring companies are subject to the following conditions:

A. The stevedore company must file a new application with the $3,447.93 fee along with certificates of insurance for workmen's compensation, and employers' liability, general automobile liability, comprehensive, and personal injury insurance, and U.S. Longshoremen and Harbor Workers Compensation Act.

B. The application will be subject to approval by the Board of Commissioners. Port Freeport reserves the right to establish minimum coverage limits.

C. Stevedore company employees are subject to all rules and regulations of Port Freeport and those local, state, and federal regulations pertaining to workers and safety. Stevedore companies are responsible for their employee's safety and conduct while working at Port Freeport. Port Freeport must be informed by the stevedore company when any employee is dismissed from work. Dismissed employees must leave Port Freeport premises immediately and remain the responsibility of the stevedore company until they leave.

D. **PORT SERVICE CHARGE**
A use fee of $0.46 per short ton of manifested cargo handled will be billed to stevedores. Port Freeport provides clean rest rooms, janitorial supplies, ice, use of roadways, dock aprons, maintenance of rail and common areas, dock lighting, plumbing and sewage.

E. Stevedoring Companies operating at Port Freeport are responsible and liable for all damages to the facilities, equipment, and cargos in the sheds. Damages must be reported in writing after each accident. Stevedore companies are responsible for keeping work areas safe and litter free. Machines used by stevedores must be in a safe condition and free from oil or fuel leaks. Stevedore equipment, supplies, and dunnage are not permitted to remain in sheds upon completion of each vessel without permission.

F. Stevedore companies operating at Port Freeport facilities are required to have a drug and alcohol policy in force when a stevedore license is issued. This policy must include random testing and be available for inspection by Port Freeport when requested.

ISSUANCE, DURATION AND EXPIRATION OF LICENSES
Issuance of a license shall be evidenced by the dated signature of Port Freeport's Chief Executive Officer or their designee on the original or renewal application form after the Board of Commissioners has approved or renewed the license.

Stevedore Licenses shall be issued only to be effective during a given calendar year.

RETURN TO TABLE OF CONTENTS

Every Stevedore License shall automatically expire on December 31 of the calendar year in which the license was in effect and thereafter is invalid, and without effect unless the Board of Commissioners approves a renewal of the license for the following calendar year.

Without the Board of Commissioners approval, no action or inaction of Port Freeport staff shall operate to revive an expired or terminated Stevedore License.

Stevedore Licenses that have not been renewed on or prior to December 31 are expired, and holders of such licenses must file an application for a new license.

The expiration or termination of a Stevedore License shall be without prejudice to the option of the license holder to file an application for a new Stevedore License.

REQUIREMENTS FOR LICENSE APPROVAL

No Stevedore License shall be approved unless the proposed license holder is shown to be a financially and legally responsible operator, who is ready and able competently to perform stevedoring services, considering the management, ownership and control of the license holder. Financially responsible operators are those who regularly comply with their contractual undertakings and legal obligations, are not in default and have no material history of default in their obligations, and who at all times maintain in force and effect the insurance required of holders of a Stevedore License.

Legally responsible operators are those who regularly comply with and who have no history of violation of material federal and state statutes, including those statutes having particular applicability to those in the stevedoring business, as well as the Tariffs of Port Freeport.

Competent operators are those whose past practices demonstrate their commitment to safe and efficient performance of stevedoring services for others and who possess the skill, experience, equipment, and personnel necessary to do so.

The proposed license holder must provide the OSHA Log 300 and the Total Recordable Incident Rate (TRIR) which reflects a company's safety record. The proposed license holder must also provide a copy of the company's safety plan policy, the number of lost time injury events in the past year for both Port Freeport site and corporate and the company's drug and alcohol policy must include random testing.

ANNUAL RENEWAL OF LICENSES

No Stevedore License shall be renewed except upon the filling with Port Freeport of a fully completed renewal application, including proof of required insurance, payment of the required renewal license fee of $1,404.71and the approval of the renewal by the Board of Commissioners.

CONSIDERATION OF ORIGINAL AND RENEWAL APPLICATIONS

Port Freeport shall review each original or renewal application, may require the applicant to submit additional information, and may consider additional information obtained through an investigation or submitted by the public that bears on an applicant's responsibility or competence.

Port Freeport's staff shall make a written recommendation to the Board of Commissioners on each original and renewal application received.

All original and renewal applications shall be acted upon by the Board of Commissioners at the publicly posted meetings. Notice of such action shall be posted in accordance with the Texas Open Meetings Act.

RETURN TO TABLE OF CONTENTS

Original or renewal applicants who are the subject of a negative recommendation, and License holders that are the subject of a recommendation of revocation or suspension, shall be given notice of the substance and grounds for the recommendation and may address the Board of Commissioners in public session.

All original and renewal applications for a Stevedore License filed with Port Freeport, written materials obtained or received by Port Freeport in connection with its consideration of an application, and the written recommendations of Port Freeport staff to the Board of Commissioners, shall be considered public records, with the exception of an applicant's customer or other proprietary information that is exempted from disclosure by the Texas Public Information Act.

REVOCATION, SUSPENSION AND TERMINATION OF LICENSE

Denial or Revocation of License. The Board of Commissioners may deny, revoke, or decline to approve or renew a Stevedore License if the license holder does not meet all of the requirements for license approval, or has made material misrepresentation on an original or renewal application, or has been convicted of a material criminal offense. A material criminal offense is one that directly relates to the competence, duties, and responsibilities of the Stevedoring License holder.

SUSPENSION AND TERMINATION OF LICENSE

Any license holder may have its license suspended or terminated as follows:

A. Safety Incidents

Port Freeport holds safety as a critical obligation, which is incumbent on all users of the Port facilities, including licensed stevedores. Maintaining a safe work environment is mandatory to maintaining a Stevedore License at Port Freeport. As a condition to obtaining and maintaining a Stevedore License, the stevedore must enforce its own safety policy and comply with all Port safety policies, currently existing or hereafter implemented, as to the stevedore's employees, agents, contractors, and invitees.

A license holder shall immediately, but in no event not less than 24 hours after the incident, report to the Port any violation of a stevedore's safety policy or the Port's safety policy. Said report will be in writing and delivered to both the Port Director of Operations and Director of Protective Services. The license holder will cooperate in the furnishing of any and all information requested by the Port.

The Executive Port Director, or an appointed designee, may immediately recommend to the Board to suspend a Stevedore license as a result of any safety incident at Port Freeport, including whether or not said safety incident results in bodily injury or injury to personal property. The license holder may seek reinstatement of the Stevedore License by requesting a hearing in front of the Port Commissioner's Operations Committee. The Port Commissioner Operations Committee may recommend to the Board discretion to reinstate the Stevedore License and may impose additional requirements or limitations in reinstating the Stevedore License.

B. Failure to Comply with Tariff

The Executive Port Director, or an appointed designee, may immediately recommend to the Board to suspend a Stevedore License for the license holder's failure to comply with the terms of the Tariff, as it exists or hereafter amended. The license holder may seek reinstatement of the Stevedore License by requesting a hearing in front of the Port Commissioner's Operations Committee. The Port Commissioner Operations Committee has sole discretion to recommend to the Board to reinstate the Stevedore License and may impose additional requirements or limitations in reinstating the Stevedore License.

C. Automatic Termination of License for Attempted Transfer of License

A Stevedore License shall not be sold, transferred, assigned, or otherwise used by anyone other than the license holder named in the license application. A license holder's Stevedore License shall

RETURN TO TABLE OF CONTENTS

automatically terminate on the date and time of any attempted sale, transfer, assignment, or use of the license by another person or entity.

D. For Change in Control
Stevedore Licenses are issued upon the assumption that the management and control of the license holder is as stated in the application. In the event of the change of control of a Stevedore License holder, or of that part of a license holder's stevedoring business conducted at Port Freeport's facilities, the license holder's Stevedoring License shall automatically terminate on the date and time of the change.

Change control means, as pertinent to the license holder, the sale of a controlling interest of the stock of a privately held corporation holding the license, or the merger of a privately or publicly held corporate license holder with another corporate entity, or the sale of a controlling interest in a business.

STEVEDORE INSURANCE
Every holder of a Stevedore License shall maintain the following insurance continuously in force and effect:

A. General Liability insurance covering claims for personal injury, death and property damage and its operations to be carried out upon or in connection with the public facilities of Port Freeport. The limits of general liability shall not be less than a combined single limit of:

1. $1,000,000 per occurrence, subject to a $2,000,000 general aggregate limit, and providing a deductible not to exceed $25,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

B. Automobile liability, including coverage for all owned, non-owned and hired vehicles, with a minimum combined bodily injury and property damage limits of $1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

C. Employer's liability insurance with limits of no less than $1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

D. Stevedore's Legal Liability insurance with limits of no less than $1,000,000, and must name Port Freeport as an additional insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

E. U.S. Longshoremen & Harbor Workers Compensation and Texas Workers Compensation at statutory limits and must contain a subrogation waiver in favor of Port Freeport.

F. Umbrella or Excess Liability insurance with limits of $5,000,000 per occurrence and annual aggregate, except automobile liability, which is not subject to an aggregate, to apply in excess of insurance provided for in items (8)1, (8)2, (8)3, and (8)4 above, and must name Port Freeport as an additional Insured, and must contain a subrogation waiver in favor of Port Freeport. Liability coverages must afford "occurrence" coverage.

All of the listed coverages shall contain a provision to the effect that the insurer shall not cancel or materially amend the policy without first giving Port Freeport thirty days' prior written notice of intent to cancel or amend.

RETURN TO TABLE OF CONTENTS

Such insurance should be placed in a company or companies having a current Best's General Policyholders Rating of A+ or A or their equivalents.

Certificates of insurance evidencing that all of the listed coverages are in force and effect must be provided directly by the issuing company or its agent. Evidence must be provided showing that the agent is licensed in Texas. Liability policies must provide for deductible rather than retention.

ITEM 410(I)
PERMITS

Issued: September 1, 2015
Effective: October 1, 2026

A. Welding or Hot Work

Welding, oxyacetylene, electric or other "hot work" at Port Freeport facilities is permitted subject to the conditions set out by the U.S. Coast Guard Captain of the Port and the conditions set out in the Welding and Hot Work Permit issued by Port Freeport. A copy of the permit issued by Port Freeport must be in the possession of the person on the job in charge of the operation and that person must and cause all others to fully comply with all applicable codes and industry standards and with all applicable federal, state, and local laws, rules, and regulations. Hot work will not be permitted when conditions are deemed to be hazardous to Port Freeport facilities. Suitable fire extinguishing equipment shall be available in the hot work area ready for instant use.

Welding or Hot Work Permit Fee: $117.97 per permit

B. Over Dimensional or Overweight Cargo

Handling, lifting, loading, unloading, or in any way moving "Over Dimensional or Overweight Cargo" to or from a Vessel or Barge at Port Freeport facilities shall be subject to a duly authorized Over Dimensional or Overweight Cargo Permit, and any conditions set forth therein. The Over Dimensional or Overweight Cargo Permit shall be approved by Port Freeport Director of Operations or his designee.

A copy of said permit issued by Port Freeport shall be in the possession of the person designated by the Stevedore as responsible for the operation. That designee shall cause all persons involved with the operation to fully comply with all applicable codes, industry standards and safety rules, including but not limited those set forth in the Over Dimensional or Overweight Cargo Permit and this Tariff. Port Freeport retains the right to unilaterally deny an Over Dimensional or Overweight Permit and may require any terms reasonably necessary to ensure the safe movement of Over Dimensional or Overweight Cargo.

Over Dimensional or Overweight Cargo Permit Fee: $682.81 per permit

C. Building Plan Review and Inspections

All construction on leased Port Freeport property must be properly permitted and inspected. At the Port's sole option, Port Engineering staff or third-party inspectors and plan reviewers may be used for plan reviews, inspections, or both. All plan review and inspection fees from third party plan reviewers and inspectors shall be billed to the applicant and payable within thirty (30) days from the date of invoice.

Building Plan Review Fee: At Port's cost without mark-up
Inspection Fee: At Port's cost without mark-up.

RETURN TO TABLE OF CONTENTS

SUBJECT: VESSEL REGULATIONS

ITEM 415(I)
DOCKAGE ON ALL VESSELS (*)

Issued: September 1, 2015
Effective: October 1, 2026

Basis of Charges: Dockage shall be based on the length overall (LOA) of the vessel as shown in the most current Lloyd's Register of Ships. Port Freeport reserves, without question, the right to admeasure any vessel when deemed necessary, and use such measurement as the basis of the charge.

Time Begins: Dockage on all vessels (except as shown herein) shall be charged from the time a vessel makes fast to a wharf or occupies the berth immediately alongside until it is freed from and vacates such berth or wharf. Each succeeding twenty-four-hour period after the actual time of docking shall be considered a full day.

Dockage Rate: Dockage on all vessels except as otherwise provided in this item shall be charged on the length overall of vessels in feet (meters) shown in Lloyd's Register of Ships and shall be on the following basis:

LOA of Vessel in Feet		Rate per Foot Per 24-hour day
Over	Not Over	
0	199	$3.81
200	399	$4.84
400	499	$6.68
500	599	$9.09
600	699	$10.63
700	799	$13.40
800	899	$16.43
900	And over	$19.43

A. After the 24-hour period, any period of berth occupancy of twelve hours or less will be billed at one half of that day's dockage. Approval or disapproval will be given on an individual ship basis by the Director of Operations.

B. Barges berthed at the barge dock No. 4 will be charged at a rate of $234.55 per 24-hour period. No more than two barges are permitted at the barge dock at one time.

C. Dockage on barges, intercoastal or river barges shall be charged at the length overall (LOA) rate of the vessel, with a minimum of $234.55 per 24-hour period.

D. Any vessel berthed in an unauthorized manner or unassigned berth without submission and approval of a berth application or that has been shifted without the approval of the Director of Operations shall be subject to a payment of dockage in an amount equal to twice the published rate. Such vessel may be moved at the Director of Operation's request to a properly designated berth without notice at the owner's risk and expense.

RETURN TO TABLE OF CONTENTS

E. Flat rates on supply boats for offshore operations will be billed $1,172.83 per day regardless of how many trips in and out (this is a per vessel rate).

F. Dockage shall not be charged on the following:

1. Government vessels visiting the Port as part of celebrations at the discretion of the Chief Executive Officer.

2. Pleasure craft not carrying passengers for hire, docking to load or discharge passengers and promptly vacating berth, provided such charge is expressly waived by the Chief Executive Officer.

ITEM 420(I)
SHED HIRE

Issued: September 1, 2015
Effective: October 1, 2026

A. This charge will not apply to vessels loading or discharging cargo direct from car, truck, or barge to vessel.

B. Shed hire shall be charged against a vessel loading or discharging cargo based on the quantity of cargo loaded or discharged as follows:

1.	Up to 500 net tons	$548.60
2.	501 to 1,000 net tons	$768.33
3.	1,001 to 5,000 net tons	$1,017.06
4.	5,001 net tons and over	$1,479.99

ITEM 425(C)
PILOTAGE RATES

Issued: December 1, 1997
Effective: November 1, 2017

For pilot rates contact:
Brazos Pilots Association
118 That Way
Lake Jackson, TX 77566.
(979) 233-1120
office@brazospilots.com
www.brazospilots.com

RETURN TO TABLE OF CONTENTS

SUBJECT: SPACE RENTALS, FREE TIME, AND PENALTIES

ITEM 430(C)
CONDITIONS GOVERNING MERCHANDISE

Issued: December 30, 1993
Effective: October 1, 2026

Port Freeport does not engage in the warehousing of property on its wharves or premises. All property landed or received on the wharves or premises of Port Freeport is thereafter at the risk of the owner, except as provided in ITEM 355.

ITEM 435(C)
FREE TIME

Issued: September 1, 2015
Effective: October, 1 2026

OPEN STORAGE OR WAREHOUSE STORAGE
No free time allowance unless otherwise agreed. Arrangements for the use of this facility must be made with the Chief Executive Officer or their designee in advance of cargo arrival at Port Freeport. See ITEM 586 for storage fees or the contact Port Freeport's Trade Development Department.

Container Units arriving to Velasco Terminal are permitted 7 days Free Time. See ITEM 586 (A)

Railcars arriving to Port Freeport are permitted 7 days Free Time. See ITEM 586 (B)

RETURN TO TABLE OF CONTENTS

SUBJECT: EQUIPMENT CHARGES

ITEM 440
DAMAGE BY EQUIPMENT

Issued: December 30, 1993
Effective: November 1, 2017

Equipment with lugs or steel treads must be kept off concrete wharf by suitable mats. The Director of Operations is to specify such protection. Failure to so provide shall make User liable for damages.

ITEM 445(I)
EQUIPMENT CHARGES

Issued: September 1, 2015
Effective: October 1, 2026

A. The following equipment is available for rent with a 2-hour minimum rental. Billing shall be assessed in half hour increments beginning at the time of pick-up and rounded to the nearest quarter hour, subject to the following:

Hourly Rates

1. Forklift Machine – 5,000 to 6,000 lb. capacity – $33.16
2. Yard Truck – $51.13
3. Power Sweeper – $51.13
4. Street Sweeper – $197.30 (includes operator)
5. 80-foot Manlift – $124.96
6. 135-foot Manlift – $210.45
7. Scissor Lift – $65.77

B. Pallets: Port Freeport will furnish pallets in good order when requested by customers. Pallet uses rate is $1.71 per ton. Before return, user will clean pallets of all foreign material and repair all damaged boards and runners with comparable dimension hardwood. If pallets are not cleaned or repaired, the cost of cleaning and repairing will be assessed to the user plus 20%.

C. Gantry Crane – User will furnish a certified crane operator. Electricity and maintenance shall be furnished by Port. Billing shall be assessed in half-hour increments, subject to the following:

1. A rate of $1,020.61 per crane per hour with a 4-hour minimum during straight time hours.

2. A rate of $1,048.96 per crane per hour will apply during over time hours.

3. Ordering or cancelling of Gantry Cranes to be the same as ordering or cancelling of labor.

4. Gang detention expenses caused by gantry crane failure will be administered on the following basis:
   a. After the first half-hour of gang detention, the Port will credit, upon application, the Vessel Operator's account at the rate of $162.16 per five-minute increment for each five-minute increment of each gang which is eligible for a credit for gang detention expenses. Any time in excess of a five-minute period which is not a full five minutes will not be credited. The time

RETURN TO TABLE OF CONTENTS

for each container gang which is entitled to credit for gang detention expenses shall be computed separately and shall not be cumulated.

b. All applications for gang detention must be received within six months of Vessel completion. Applications received after six months, will be denied. In the event any party other than the Vessel Operator may be entitled to credit or reimbursement for gang detention expenses, that party shall make application to the Vessel Operator, who shall be solely responsible for issuing such credit or reimbursing such expenses to the requesting party.

c. No credits will be given for:

i. Gantry Crane failure brought about by abuse by the User of the Wharf Crane

ii. Yard Crane failure, yard congestion, or other operational terminal delays

iii. Service area power failures

iv. Acts of God

ITEM 450
REMOVAL OF OBJECTS FROM CHANNEL

Issued: December 30, 1993
Effective: October 1, 2022

Contractors, stevedores, or others shall be liable for the removal of any articles dropped in basin or channel and Port Freeport reserves the right to remove such articles, on a basis of cost-plus twenty percent (20%), at the expense of contractor, stevedore, or others responsible for the vessel.

ITEM 455(C)
RESPONSIBILITY OF USER ON EQUIPMENT RENTED FROM PORT FREEPORT

Issued: April 17, 2003
Effective: May 1, 2019

A. All Users (including steamships, their owners, agents and stevedores and others) renting or using freight handling machinery or equipment on Port Freeport's property, shall be under and subject to the following conditions and charges. The renting or use of Port's property or equipment shall constitute an agreement with Port Freeport to pay such charges and be bound by such conditions.

B. Condition of, and Responsibility for Leased Equipment: Port Freeport does not warrant the condition of Port Freeport equipment that is made available to Users. Users are responsible for (i) inspecting Port Freeport equipment at the time it is first turned over to the User to determine whether it is in good and safe operating condition, and (ii) reporting any existing damage, defects or need for repair of such equipment to Port Freeport in writing prior to using such equipment. Port Freeport's sole responsibility shall be to furnish mechanic(s) believed to be competent to make such repairs if User notifies Port Freeport of a breakdown or need for repairs. Port Freeport will not be responsible for delays caused by breakdown of equipment or other causes. Port Freeport reserves the right to stop operation of equipment at any time to make repairs that appear to be necessary.

RETURN TO TABLE OF CONTENTS

C. By receiving possession thereof, a User of Port Freeport's equipment agrees that upon termination of the period of use it will be returned to Port Freeport in the same condition as when received, ordinary wear and tear accepted.

D. Cranes and/or other equipment rented to or otherwise operated by a User are under the User's control and supervision and the User accepts sole responsibility and liability for any damage or injury of whatever nature to property or persons caused by the operation of such cranes and/or equipment, including damages to Port Freeport property. User agrees to indemnify, defend and hold harmless Port Freeport from any and all liability from personal injuries or property damage occasioned by the operations, use or possession of such cranes and/or other equipment, without regard to who shall have caused the damage or injury, except to the extent of any damage or injury that is ultimately determined to have been caused by the negligence of Port Freeport.

ITEM 460
USE OF PRIVATELY OWNED CRANES

Issued: September 1, 2015
Effective: November 1, 2017

Privately owned cranes may be used on the property of Port Freeport by permission of the Director of Operations or their designee.

RETURN TO TABLE OF CONTENTS

SUBJECT: CHARGES FOR ELECTRIC CURRENT, LIGHTS, ICE AND WATER

ITEM 465
ELECTRIC CURRENT

Issued: August 30, 1996
Effective: May 1, 2019

Electric Current Supplied: Electric current normally would be supplied direct to users by the retail electricity provider of their choosing. Port Freeport may be able to supply electric current, pursuant to request to and arrangements with Port Freeport's Director of Operations.

ITEM 470
ICE

Issued: December 1, 1995
Effective: November 1, 2017

Contact the Director of Operations for availability of ice.

ITEM 475(I)
WATER

Issued: September 1, 2015
Effective: October 1, 2026

A. A charge for water shall be made of $30.00 per 1,000 gallons. The rate at which water is charged may be adjusted as necessary to cover Port Freeport's actual costs.

B. Minimum sale of water to be $150.00 per service for vessels.

C. Service Charge:

1. For each connection – $68.41

2. For each connection on overtime – $125.27

3. For hoses supplied – $100.94

D. A watchman will be required and provided at rate shown for special watchman when water is supplied on overtime.

RETURN TO TABLE OF CONTENTS

SUBJECT: MISCELLANEOUS

ITEM 480(I)
PATROL SERVICES

Issued: September 1, 2015
Effective: October 1, 2026

A. Vessels calling Port Freeport will be assessed a charge of $135.00 per day for patrol services.

ITEM 485(I)
INFORMATION TECHNOLOGY FEES

Issued: October 1, 2017
Effective: October 1, 2026

Port Freeport will assess technology fees as set forth herein. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff:

Radio Communications:
Dedicated Talk Group: $257.50 annually

Radio Usage Fee: $10.30 per radio per month

Additional Services:
EOC Datacenter Rack Space: $154.50per month per 1U (1.75”)

Port Freeport Pair of fiber (From EOC Datacenter to Warehouse): $154.50per month

Port Freeport is not responsible for power loss, loss of internet connection or data loss for any circumstance.

Port Freeport does not provide internet services. Please contact your internet service provider.

Port Freeport does not provide any devices or cables.

RETURN TO TABLE OF CONTENTS

SUBJECT: SPECIAL SERVICES

ITEM 495(C)
LIMITS OF LIABILITY

Issued: December 30, 1993
Effective: October 01, 2026

Port Freeport is a conservation and reclamation district, a body politic, and a corporate and governmental agency of the State of Texas. As such, Port Freeport enjoys broad governmental immunity under the Texas Constitution and the laws of the State of Texas. Nothing in this tariff will be deemed or construed to limit or waive Port Freeport's governmental immunity.

ITEM 500(I)
INCIDENTAL SERVICES

Issued: September 1, 2015
Effective: October 1, 2026

A. Any special services not covered in this tariff shall be provided at actual cost-plus twenty percent (20%).

B. The labor rate shall be $74.93 per hour per person with two (2) hour minimum.

ITEM 505(I)
TRUCK SCALE

Issued: September 1, 2015
Effective: October 1, 2026

Port Freeport maintains, for use of its clients, a 70 foot, 200,000 lb capacity platform truck scale. One copy of weight certificates will be supplied. Charges for use of the scale are Charge Per Truck - $15.45

RETURN TO TABLE OF CONTENTS

SUBJECT: LOADING/UNLOADING REGULATIONS

ITEM 515
APPLICATION OF TIME

Issued: April 17, 2003
Effective: May 1, 2019

All times covered herein apply to guaranteed times. Straight time applies from 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., except on Saturdays, Sundays, and labor holidays. Local Union guarantee shall apply for all call outs.

Overtime applies from 1:00 a.m. to 6:00 a.m., 7:00 a.m. to 8:00 a.m., 5:00 p.m. to 6:00 p.m., and 7:00 p.m. to 12:00 midnight, and on Saturdays, Sundays, and labor holidays.

Double time applies from 6:00 a.m. - 7:00 a.m.; 12:00 noon - 1:00 p.m.; 6:00 p.m. - 7:00 p.m.; 12:00 midnight - 1:00 a.m.

Where fractional hour requires full hour charge, fractional hour straight time or overtime will be applied to fill out fractional hour overtime or double time on a continuous period of operation.

ITEM 520
APPLICATION OF RATES

Issued: December 30, 1993
Effective: May 1, 2019

The rates named herein apply on the specific commodities and in the specific packaging shown.

ITEM 525
BAD ORDER OR OVERLOADED/IMPROPERLY LOADED CARS

Issued: December 30, 1993
Effective: October 1, 2020

All cars placed by the railroad will be accepted as good-order cars and will be loaded or unloaded except those cars improperly loaded will not be handled at regular tariff rates. The person responsible for loading/unloading the car will be called and a special contract entered into covering the unloading of improperly loaded cars.

ITEM 535
LOADING AND UNLOADING TRUCKS

Issued: December 30, 1993
Effective: November 1, 2017

Motor trucks delivering direct to transit shed or receiving cargo in transit shed shall be charged the loading and/or unloading rates in this tariff unless contractually agreed otherwise.

RETURN TO TABLE OF CONTENTS

ITEM 545
ORDER AND RELEASE OF RAIL CARS

Issued: December 30, 1993
Effective: October 01, 2024

Port Freeport does not order or release railroad cars. It is the responsibility of the Tenant, consignee, or cargo owner to order and release from the railroad and notify Director of Operations. All charges are the responsibility of the Tenant, consignee, or cargo owner. If Port Freeport is requested to release railcars by a Tenant, consignee or cargo owner on their behalf and Port Freeport is able to release the railcars, then Port Freeport shall assess an administration fee of $500.00 plus $50.00 per railcar released. Port Freeport shall not be responsible for demurrage fees for railcars. If Port Freeport receives an invoice for demurrages fee, Port Freeport shall invoice the Tenant, consignee or cargo owner the demurrage fees plus an administrative fee of 20% of the total amount of the invoice.

RETURN TO TABLE OF CONTENTS

SUBJECT: WHARFAGE APPLICATION AND REGULATIONS

ITEM 575(I)
BULK COMMODITIES

Issued: September 1, 2015
Effective: October 1, 2026

A. Bulk commodities, dry or liquid, import or export will be charged a wharfage rate of $0.98 per ton.

B. Domestic Milled rice that exits the Port via truck or rail will be assessed a rate of $0.96 per ton.

C. Crude and/or petroleum products (NOS) of all kinds (including but not limited to methane, LPG, propane, gasoline, diesel, and/or jet fuel) that enter or exit the Port via tank trucks will be assessed a rate of $27.10 per truck.

ITEM 585
RESPONSIBILITY FOR PAYMENT

Issued: December 30, 1993
Effective: November 1, 2017

All vessels and their owners receiving any commodity on a wharf or in a transit shed or loading or unloading any commodity while at a wharf, thereby contract to pay and are responsible for the wharfage on such commodities, at the rate provided herein, to be collected either from vessels, their owners, or their agents.

ITEM 586(I)
TERMINAL USE CHARGES

Issued: September 1, 2015
Effective: October 1, 2026

Charges quoted herein are in addition to wharfage when applicable, and such other charges as may accrue under terms of this tariff.

A. A terminal use charge of $62.00 per container unit, whether full or empty, loaded to or discharged from ocean going vessels. Includes 7 days free time and $6.25 per TEU per day thereafter on Velasco Terminal.

B. A terminal use charge of $255.440 per loaded railroad car will be assessed on commodities arriving to or departing from Port facilities. Includes 7 days free time and $17.35 per car per day thereafter.

C. A terminal use charge of $1.08 per ton will be assessed on commodities handled to or from terminal sheds to or from motor trucks.

D. A charge of $4,422.00 per acre or portion thereof will be assessed on a per month basis against cargo landing in designated storage area and / or located on leased space after the lease has been terminated. This includes any commodity or cargo imported, exported and domestic requiring storage on Port

RETURN TO TABLE OF CONTENTS

facilities. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

E. A charge of $0.61 per square foot per month or portion thereof will be assessed on a per month basis against cargo landing in designated covered storage area inside warehouse. This includes any commodity or cargo imported, exported and domestic requiring storage on Port facilities. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

F. A charge of $5.53 per square foot per month or portion thereof will be assessed for designated office space (when available). The cost of electricity and water shall be included. The cost of internet, telephone and housekeeping shall be the responsibility of the occupant. All other rules within Port Freeport Tariff No. 005 will apply. Designation of area will be determined by availability and discretion of Chief Executive Officer or designee.

G. A terminal use charge of $2.76 per ton will be assessed to 3rd parties (stevedores/terminal operators) using Port facilities on commodities handled to or from ocean containers to or from over the road trucks (also known as a swing/trans load/ transfer), for the use of port truck dock facilities or port rail sidings. This will also apply to commodities handled for USDA and CBP Inspections. The port will allow 7-days free time of storage within a warehouse. After the expiration of free time, cargo remaining in the warehouse will be invoiced daily per ITEM 586 (E).

H. RORO Cargo arriving to the terminal that is not stored within the Leased Premises of a port tenant shall be invoiced Storage Fees of:
    1. $8.00 per unit per day for OEM / POV's
    2. $16.00 per unit per day for High & Heavy pieces and Mafi Trailers
    3. These Storage Fees are in lieu of above ITEM 586 (D) and storage shall be arranged with Port Freeport's Director of Operations or their designee in advance.

ITEM 600

GENERAL RULES & REGULATIONS ON CONTAINERIZED & RORO CARGO

Issued: December 1, 1996
Effective: October 1, 2021

Facility use and services will be provided at tariff rates, rules and regulations equal in terms and applications to all users. Use of the facilities shall constitute a consent to conditions herein contained, evidencing thereby agreement on the part of all vessels, roll-off cargo their owners and agents, and other users however described to pay all charges specified and be governed by all such rules and regulations. Except as to these specific provisions provided in this Section, governing rules, regulations, and charges are set forth in other portions of this tariff. Stevedoring services, cargo handling rates and charges are provided by others and are not included as part of this tariff.

RETURN TO TABLE OF CONTENTS

ITEM 625(R)(C)
WHARFAGE ON CONTAINERS

Issued: September 1, 2015
Effective: October 1, 2026

Wharfage on all containerized cargo or empty containers moved through the terminal shall be charged at the following rates

$80.00 per loaded container or $20.00 per empty container

A. This charge is assessed per container unit regardless of the unit size and is in addition to all other applicable charges.
B. Containerized cargo received into Port Freeport's Container Terminal by rail or truck, and subsequently forwarded from the terminal by rail or truck for movement beyond Freeport, is subject to the wharfage charge applicable on export or import containerized cargo.

ITEM 635(I)
WHARFAGE CHARGES

Issued: September 1, 2015
Effective: October 1, 2026

All commodities NOS shall be charged a wharfage rate of:

$3.35 per ton or per cubic meter whichever greater

ITEM 640(I)
RORO CARGO

Issued: September 1, 2015
Effective: October 1, 2026

New and Used Passenger Vehicles: $9.32 per unit

All other RORO Cargo: $5.26 per ton

CARGO THAT ARRIVES INTO THE PORT AND DEPARTS THE PORT NOT ON A VESSEL
New and Used Passenger Vehicles:
$18.10 per unit transit fee plus $3.50 per unit security fee

Agricultural and Construction Equipment or High & Heavy cargo:
$10.52 per ton transit fee plus $11.15 per unit security fee

RETURN TO TABLE OF CONTENTS

ITEM 710(I)
RICE

Issued: September 1, 2015
Effective: October 1, 2026

Wharfage: $3.09 per ton

ITEM 720(I)
PROJECT CARGO – NOT SPECIFIED

Issued: September 1, 2015
Effective: October 1, 2026

Project cargo will be charged a wharfage rate of:

$3.35 per ton or per cubic meter whichever is greater.

RETURN TO TABLE OF CONTENTS

SUBJECT: PIPELINE RIGHT OF WAY

ITEM 724(I)
TEMPORARY DREDGE PIPELINE RIGHT OF WAY CHARGES

Issued: March 23, 2017
Effective: October 1, 2026

Licenses For Temporary Dredge Pipelines

Application fee of $626.70 in addition to pipeline fees listed below:

A. A minimum $5,625.96 refundable deposit for potential damages due to temporary dredge pipeline placement will be required at the time of application. Such deposit will be refunded subject to final inspection after temporary dredge pipeline has been removed. Port Freeport reserves the right to request a greater deposit based on the estimated length of the temporary dredge pipeline.

B. For temporary dredge pipeline installations along, across, under or within railroad right-of-way, submerged lands, and other properties the following rates shall be charged:

   1. Pipeline not over 8” diameter: $3.48 per LF per pipe.

   2. Over 8” but not over 16” diameter: $4.81 per LF per pipe

   3. Over 16” but not over 32” diameter: $9.21 per LF per pipe

C. The term of the license shall terminate the earlier of the following dates:

   1. Completion of the project

   2. One (1) year from the date the access agreement is executed. This item does not apply to pipelines carrying any substance other than dredge materials.

For Qualification for Pipeline License and Application please click this link.

RETURN TO TABLE OF CONTENTS