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FEDERAL MARITIME COMMISSION

Original Title Page
SAMTC Agreement
FMC Agreement No. 8455-002
Second Edition

South Atlantic Marine Terminal Conference Agreement

FEDERAL MARITIME COMMISSION
Agreement No. 8455-002

Original Effective Date: June 30, 1960



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SAMTC Agreement
FMC Agreement No. 8455-002
Second Edition

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South Atlantic Marine Terminal Conference Agreement

WHEREAS, the South Atlantic Marine Terminal Conference (hereinafter the "SAMTC"), formerly an association known as the South Atlantic Ports Association, desires to revise and restate its Agreement, first entered on June 30, 1960 (FMB Agreement No. 008455) and further amended on January 10, 1967 (FMC Agreement No. 008455-001), to be in conformance with the Shipping Act of 1984 and the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, said revision and restatement to be set forth as the Second Edition of the Agreement;

WHEREAS, each of the Parties to the SAMTC and the Agreement is a public marine terminal operator and either owns, administers, leases and/or operates public wharves, docks, warehouses and/or other terminal facilities in connection with ocean common carriers;

WHEREAS, the interests of the shipping public at ports on the South Atlantic Coast of the United States can be more adequately served and just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports can be more adequately addressed and maintained by the Parties' continued participation in a conference agreement;

NOW, THEREFORE, the Parties hereto, in consideration of the benefits, advantages and privileges to be derived from continued participation in a conference agreement as permitted under Sections 4 and 5 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, hereby revise and restate the Agreement that was formed in 1960 and amended in 1967; rename the association the South Atlantic Marine Terminal Conference; and severally agree as follows:

ARTICLE 1. FULL NAME OF AGREEMENT

This Agreement shall be known as the South Atlantic Marine Terminal Conference Agreement ("Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The undersigned public marine terminal operators ("Parties") hereby associate themselves in the SAMTC in order to more adequately serve the interests of the shipping public at terminals owned or operated by them on the South Atlantic Coast of the United States, and to establish and maintain just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports.

ARTICLE 3. PARTIES TO THE AGREEMENT

The Parties to this Agreement are public marine terminal operators engaged in the United States in the business of furnishing wharfage, dock, warehouse, or other terminal

facilities in connection with an ocean common carrier, or in connection with an ocean common carrier and a water carrier subject to subchapter II of chapter 135 of title 49, U.S. Code. The names and addresses of the Parties are listed in Appendix A.

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement is among public marine terminal operators located at ports on the South Atlantic Coast of the United States from Virginia to Florida. Public marine terminal operators are marine terminal operators owned, operated, and/or created by a state or a political subdivision of a state.

ARTICLE 5. AGREEMENT AUTHORITY

The Parties to this Agreement intend to exercise, from time-to-time, any and all of the following authorities:

A. To meet to discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, port administration, and on matters of concern to the shipping public regarding marine terminal operations.

B. To establish and maintain, for the purpose of promoting and ensuring stability, terminal rates, charges, classifications, rules and/or practices for or in connection with traffic handled by the Parties in interstate and foreign commerce.

C. To establish and maintain just and reasonable regulations and practices with respect to all terminal and accessorial services, including security related services and measures, performed at the Parties' docks and marine terminals.

D. To meet with other marine terminal operators, carriers, conferences of carriers or other persons as a single party for the purpose of discussing matters of mutual interest, but no agreement, understanding or arrangements with persons not Parties to this Agreement shall be implemented until the same has been filed with, and deemed effective by, the Federal Maritime Commission.

ARTICLE 6. MEMBERSHIP AND WITHDRAWAL

A. By consent of the majority of all Parties hereto, a public marine terminal operator at said South Atlantic Coast Ports, may hereafter become a Party to the SAMTC and this Agreement upon written acceptance of its terms and conditions and by affixing its signature to a counterpart hereof. The Agreement shall be amended to include the new Party's name and contact information and said amendment shall be filed with the Federal Maritime Commission. The Agreement, as amended, shall become effective as to such additional Party upon filing with the Federal Maritime Commission in accordance with the provisions of the Shipping Act of 1984, the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act

of 1998, and the Federal Maritime Commission's regulations. The admission of any such marine terminal operator shall not be denied without just and reasonable cause. Prompt advice of any such denial, together with a full statement of the reasons therefor, shall be furnished to the Federal Maritime Commission.

B. Any Party to this Agreement may withdraw from the SAMTC and this Agreement at any time upon giving not less than thirty (30) days' written notice to the SAMTC's Secretary. An amendment to the Agreement reflecting the withdrawal shall be filed with the Federal Maritime Commission.

ARTICLE 7. VOTING

All action under this Agreement shall be by majority vote of the SAMTC members, limited to one vote per membership, except as otherwise specifically provided in the Agreement. A quorum at all meetings of the SAMTC shall consist of two-thirds of the members. Voting on any matter may be accomplished by voice vote at meetings, by telephone polls, by facsimile or by electronic communications. A record of the vote of each individual member, by name, shall be retained by the SAMTC Secretary for at least two years.

ARTICLE 8. DURATION AND TERMINATION

A. This Agreement shall remain in effect indefinitely.

B. This Agreement may be terminated at any time upon the mutual agreement of the Parties or if all but one Party withdraws from the Agreement.

ARTICLE 9. PROHIBITED ACTS

The SAMTC and its Parties shall not engage in any prohibited acts identified in Section 10(d) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

ARTICLE 10. PROCEDURE FOR CONSULTATION RE SHIPPERS' REQUESTS AND COMPLAINTS

A. In the event of a controversy, claim, or dispute of a commercial nature arising out of or relating to this Agreement, the SAMTC, through its Chairman, shall attempt to resolve the dispute in an amicable manner with the opportunity for direct discussion with the claimant. The services of impartial third parties, including the Federal Maritime Commission's conciliation service provided for at 46 C.F.R. §§ 502.401-502.406, may be used at the discretion of the Chairman.

B. Shippers' requests and complaints may be made by filing a statement with the Chairman. Such statements shall be submitted to each Party of the SAMTC and to the SAMTC Tariff Committee. The SAMTC Tariff Committee shall review the statement and

submit its conclusions and recommendations to the SAMTC for determination. The SAMTC Secretary shall, in writing, advise the filing party of the action taken by the SAMTC.

ARTICLE 11. INDEPENDENT ACTION

No changes in said rates, charges, classifications, rules, regulations and practices shall be made under this Agreement without five (5) days prior notice of such proposed changes to members of the SAMTC, who shall have opportunity for consultation relative to such changes and before publication thereof; provided that nothing in this Agreement shall be construed as limiting or affecting the right of individual parties hereto to take action independently of the SAMTC in establishing or changing terminal rates and/or practices for its own account after such notice. Provided, however, that when one (1) or more Party(s) gives notice of any such change the other Parties, after having an opportunity for consultation, may make similar change, and changes for all Parties so desiring shall be effective the same date.

ARTICLE 12. MEETINGS AND ADMINISTRATIVE MATTERS

A. SAMTC meetings shall be held from time-to-time at the request of the Chairman or of any two members of the SAMTC at places, dates, and hours to be mutually agreed upon by the Parties.

B. While it is intended that meetings will occur in person with all members present, if possible, meetings may also be held by telephone conference or video conference. Meetings may be chaired by any person designated by the Parties.

C. The SAMTC shall, by a majority vote, elect a Chairman who shall serve without compensation for one year or until his/her successor has been elected and installed.

D. The SAMTC may employ an agent and/or a Secretary who shall, under the supervision and direction of the SAMTC Chairman, act on behalf of the SAMTC, or its individual members.

E. The SAMTC shall establish a Tariff Committee and such other committees as the SAMTC deem necessary or appropriate and such committees shall meet as necessary to accomplish their assignments.

F. The SAMTC's Secretary or agent shall file with the Federal Maritime Commission all SAMTC meeting minutes. The content of the minutes shall include: the date, time, and place of the meeting; a list of all participants and entities represented; notice of any change in the Chairman, Secretary, or other SAMTC officers' identities and positions; and a description of the nature and extent of the discussions, and, where applicable, any decisions reached, to the extent required under the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the Federal Maritime Commission's regulations. These meeting minutes, and any report, circular, notice, statistical compilation, analytical survey, or

other work distributed, discussed or exchanged at the meeting, shall be filed within 21 days after such meetings and shall be certified by the Secretary of the SAMTC as to their accuracy and completeness.

G. All reports, circulars, notices, statistical compilations, analytical surveys, or other works distributed in whatever form to the Parties which relate to matters within the scope of this Agreement shall be retained by the Secretary for at least two years.

H. Each Party shall bear its own expenses for travel to and attendance at meetings. General expenses for meetings and other Agreement expenses, including, but not limited to, legal and regulatory expenses, shall be apportioned by the Parties on such terms as they may from time-to-time agree.

I. Additional contributions as may be necessary to defray expenses of the SAMTC shall be borne by the Parties in accordance with the proportions fixed by them from time-to-time.

ARTICLE 13. AMENDMENTS

This Agreement shall not be amended or modified except by unanimous consent of all Parties. This Agreement, or any amendment or modification thereof, shall be in writing, shall be signed by the Parties, shall be filed with the Federal Maritime Commission, and shall become effective in accordance with the provisions of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

ARTICLE 14. NOTICES

Any notice permitted or required under this Agreement shall be in writing and served on each Party at the address set forth herein, either by first class certified mail, return receipt requested or by overnight delivery service.

ARTICLE 15. CONFIDENTIALITY

The Parties agree that information exchanged under this Agreement may contain non-public, confidential business information. The Parties shall treat all information exchanged hereunder as confidential. The Parties recognize that such confidentiality may be limited by legal requirements applicable to each individual Party under Federal or local statutory requirements. In the event a Party withdraws, the withdrawing Party shall return or certify the destruction of any confidential information exchanged under this Agreement.

ARTICLE 16. FILING AGENT

A. Each of the Parties to this Agreement hereby appoints the SAMTC Secretary or agent as its representative authorized on behalf of the Party to file the following documents

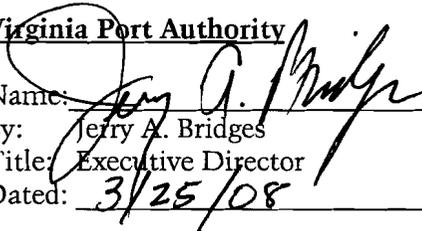
with the Federal Maritime Commission: this Agreement; each amendment to this Agreement; and all minutes, reports, circulars, notices, statistical compilations, analytical surveys, or other works distributed to the Parties at SAMTC meetings.

B. This Agreement and each amendment to or republication of this Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one Agreement, notwithstanding that all Parties are not signatory to the same counterpart.

SIGNATURE PAGE

IN WITNESS WHEREOF, the SAMTC Parties have caused this Agreement to be executed, in multiple copies, by their respective officials, as of the day, month, and year as set forth below:

Virginia Port Authority

Name: _____
By:  Jerry A. Bridges
Title: Executive Director
Dated: 3/25/08

Jacksonville Port Authority

Name: _____
By: Rick Ferrin
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
Dated: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the SAMTC Parties have caused this Agreement to be executed, in multiple copies, by their respective officials, as of the day, month, and year as set forth below:

Virginia Port Authority

Name: _____
By: Jerry A. Bridges
Title: Executive Director
Dated: _____

Jacksonville Port Authority

Name: _____
By: Rick Ferrin
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: 7/23/08

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
Dated: _____

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IN WITNESS WHEREOF, the SAMTC Parties have caused this Agreement to be executed, in multiple copies, by their respective officials, as of the day, month, and year as set forth below:

Virginia Port Authority

Name: _____
By: Jerry A. Bridges
Title: Executive Director
Dated: _____

Jacksonville Port Authority

Name: _____
By: Rick Ferrin
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eagar
Title: Executive Director
Dated: July 7, 2008

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
Dated: _____

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Name: _____
By: Jerry A. Bridges
Title: Executive Director
Dated: _____

Jacksonville Port Authority

Name: _____
By: Rick Ferrin
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: 
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: 21 MARCH 2008

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
Dated: _____

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Name: _____
By: Jerry A. Bridges
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Georgia Ports Authority

Name: D. Marchand
By: Doug Marchand
Title: Executive Director
Dated: 4/25/08

Jacksonville Port Authority

Name: _____
By: Rick Ferrin
Title: Executive Director
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

Port of Palm Beach District

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
Dated: _____

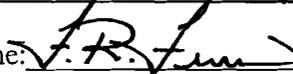
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Title: Executive Director
Dated: _____

Jacksonville Port Authority

Name:  _____
By: Rick Ferrin
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
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Jacksonville Port Authority

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Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: 7/31/08

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: _____
Title: _____
Dated: _____

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By: Rick Ferrin
Title: Executive Director
Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Department of Broward County
Port Everglades Port Authority

Name:  _____
By: ~~Phil Allen~~ Phillip C. Allen
Title: ~~Executive Director~~ Port Director
Dated: 7/9/08

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

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Dated: _____

Virginia International Terminals

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By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

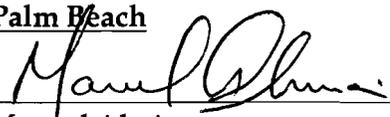
Port Everglades Port Authority

Name: _____
By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name:  _____
By: Manuel Almira
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: _____
By: Bill Johnson
Title: Port Director
Dated: _____

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Jacksonville Port Authority

Name: _____
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Dated: _____

Virginia International Terminals

Name: _____
By: Joe Dorto
Title: General Manager
Dated: _____

Port Canaveral Authority

Name: _____
By: J. Stanley Payne
Title: CEO
Dated: _____

North Carolina State Port Authority

Name: _____
By: Tom Eager
Title: Executive Director
Dated: _____

Port Everglades Port Authority

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By: Phil Allen
Title: Executive Director
Dated: _____

South Carolina State Ports Authority

Name: _____
By: Bernard Groseclose
Title: President & Chief Executive Officer
Dated: _____

Port of Palm Beach

Name: _____
By: Lori Baer
Title: Executive Director
Dated: _____

Georgia Ports Authority

Name: _____
By: Doug Marchand
Title: Executive Director
Dated: _____

Port of Miami

Name: Bill Johnson
By: Bill Johnson
Title: Port Director
Dated: 4/17/08

APPENDIX A
South Atlantic Marine Terminal Conference (SAMTC) Tariff Committee

Membership Roster as of July 2008

Virginia Port Authority

P. O. Box 1387
Norfolk, VA 23501
Jerry A. Bridges, Executive Director
Designee:
757-440-7115
jbridges@portofvirginia.com
www.vaports.com

Virginia International Terminals

P.O. Box 1387
Norfolk, VA 23501
Joe Dorto, General Manager
jdorto@vit.org
(757) 440-7212
www.vaports.com
www.vit.org

North Carolina State Port Authority

P. O. Box 9002
Wilmington, NC 28402
Tom Eagar, Executive Director
Designee: Steven W. Haynes
Director of Commodity Marketing & Sales
(910) 343-6386
steve_haynes@ncports.com
www.ncports.com

South Carolina State Ports Authority

P. O. Box 2228
Charleston, SC 29413
Bernard Groseclose, Executive Director
Designee: Ron Chestnut
Manager, Pricing & Tariffs
(843) 577-8106
rchestnut@scspa.com
www.scspa.com

Jacksonville Port Authority

P. O. Box 2110
Jacksonville, Florida 32206
Rick Ferrin, Executive Director
Designee: Deborah Lofberg
Director, Marketing Services
(904) 357-2072
deborah.lofberg@jaxport.com
www.jaxport.com

Canaveral Port Authority

P. O. Box 267
Cape Canaveral, Florida 32920
J. Stanley Payne, CEO
Designee: Shannon Feeley
Manager, Business Development
321-783-7831 x 211
sfeeley@portcanaveral.org
www.portcanaveral.org

Port Everglades Department of Broward County

1850 Eller Drive
Fort Lauderdale, Florida 33316
Phillip C. Allen, Port Director
Designee: Robert Flint
Director of Operations
(954) 763-4643
rflint@broward.org
www.broward.org/port

Port of Palm Beach District

One East 11th Street, Suite 400
Riviera Beach, Florida 33404
Manuel Almira, Executive Director
Designee: Jarra Kaczvara
Sr. Director, Business Development
561-842-4201
jkaczvara@portofpalmbeach.com
www.portofpalmbeach.com

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SAMTC Agreement
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Georgia Ports Authority
P. O. Box 2406
Savannah, GA 31402
Doug Marchand, Executive Director
Designee: Robert Prescott
Manager, Tariffs & Pricing
(912) 963-5506
rprescott@gaports.com
www.gaports.com

Port of Miami
1015 N. American Way
Miami, FL 33132
Bill Johnson, Port Director
Designee: Khalid Salahuddin
Assistant Port Director
(305) 347-4896
khalid@miamidad.gov
www.miamidade.gov

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