

BEFORE THE FEDERAL MARITIME COMMISSION

DOCKET NUMBER 16-12

PRO TRANSPORT, INC.,
PRO TRANSPORT JACKSONVILLE, INC.,
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Plaintiffs / Complainants,

vs.

SEABOARD MARINE OF FLORIDA, INC., and
SEABOARD MARINE LTD., INC.

Defendants / Respondents.

_____/

**MEMORANDUM IN OPPOSITION TO RESPONDENT'S MOTION TO DISMISS
AND REQUEST FOR ORAL ARGUMENT**

Plaintiffs, PRO TRANSPORT, INC., PRO TRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC., and PRO TRANSPORT CHARLESTON, INC. (herein "Pro Transport"), by and through their undersigned counsel, and in accordance with 46 C.F.R. § 502.69-.70, respond to the Motion to Dismiss filed by SEABOARD MARINE OF FLORIDA, INC., and SEABOARD MARINE LTD., INC. (herein "Seaboard"), on September 16, 2016, and state as follows:

Overview

Pro Transport filed the Amended Complaint on September 2, 2016, in accordance with the Order of August 16, 2016, which stated in pertinent part:

The Complaint provides no details from which it can be determined whether Complainants contend that Respondents operated the vessels on which the shipments were transported by water between a foreign port and the United States, operated as agent for ocean common carriers that transported the shipments, operated the marine terminal at which the shipments were

loaded or discharged, or operated as one of these entities on some shipments and entities on other shipments. ...

Complainants allege that they provide transportation and transportation services to and from commercial ports and act as a motor carrier for their customers in the transportation of cargo off-loaded from and loaded onto ocean carriers. Complainants do not allege and do not provide any details from which it can be determined that they provided this transportation for the inland portions of international shipments pursuant to through bills of lading that originated at a foreign port or point with delivery at an inland point in the United States, for the inland portions of international shipments pursuant to through bills of lading that originated at an inland point in the United States with delivery at a foreign port or point, or solely pursuant to domestic bills of lading.

Therefore, on or before September 2, 2016, Complainants are ordered to file an amended complaint containing a clear and concise factual statement sufficient to inform each Respondent and the Commission with reasonable definiteness of the acts or practices alleged to be in violation of the law, and a statement showing that Complainant is entitled to relief.

The Amended Complaint satisfactorily addressed the first concern by explaining that Seaboard operates the marine terminal at the Port of Miami to and from where Pro Transport transported Seaboard's intermodal containers.¹ The seminal issue, notwithstanding the arguments in Seaboard's Motion to Dismiss, is whether the Amended Complaint satisfactorily addressed the second concern, by providing details "from which it can be determined that they (Pro Transport) provided this transportation for the inland portions of international shipments pursuant to through bills of lading that originated at a foreign port or point with delivery at an inland point in the United States, for the inland portions of international shipments pursuant to through bills of lading that originated at an inland point in the United States with delivery at a foreign port or point, or solely pursuant to domestic bills of lading."

¹ Amended Complaint, ¶¶3, 4, 5, 7, and 10.

Seaboard would have this body believe that a trucking company such as Pro Transport has no business invoking the jurisdiction of the Federal Maritime Commission (FMC). As a trucking company that transports international shipments from domestic ports to destinations within the United States, or to international destinations, Pro Transport is an integral component of international shipping, and thus falls under the provisions of the statutory scheme upon which the FMC was created to regulate and enforce.²

Within the Amended Complaint was Composite Exhibit 1, which are the five (5) Statements of Account that itemize the 128 invoices that Seaboard has refused to pay. It would have been extremely burdensome to attach all 128 invoices to the originally filed Complaint and to the Amended Complaint.³ Each invoice consists of multiple pages, some exceeding 30 pages. Within each and every invoice is a booking confirmation generated and printed by Seaboard, bills of lading, and emails confirming Seaboard's request to Pro Transport to transport the containers. As an example, and as a proffer of evidence to be considered by this body, Invoice numbers **83980**, **84113**, **84579**, **32861**, and **34011** are attached to this pleading (Composite Exhibit 1).

² See *e.g. Kawasaki Kisen Kaisha Ltd. v. Regal-Beloit Corp.*, 561 U.S. 89, 130 S.Ct. 2433, 177 L.Ed.2d 424 (2010), holding "The Board itself has concluded that ocean carriers providing intermodal transportation jointly with inland rail and motor carriers are subject to the FMC's jurisdiction rather than its own. See *Improvement of TOFC/COFC Regulations*, 3 I.C.C.2d 869, 883 (1987)." Pro Transport is not an ocean carrier, but Seaboard arguably is given that it operates a marine terminal at the Port of Miami as well as vessel(s) that transport intermodal containers such as the ones transported by Pro Transport.

³ As explained in *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308, 127 S.Ct. 2499, 168 L.Ed.2d 179 (2007), "Courts must consider the complaint in its entirety, as well as other sources courts ordinarily examine when ruling on Rule 12(b)(6) motions to dismiss, in particular, documents incorporated into the complaint by reference, and matters of which a court may take judicial notice. See 5B Wright & Miller § 1357 (3d ed.2004 and Supp.2007)."

The following summary about each Invoice may be helpful:

Invoice #83980: The “Seaboard Marine Booking Confirmation” for invoice number 83980 shows that the Port of Loading is Miami, Port of Discharge is Rio Haina, Dominican Republic, and the Destination is Rio Haina, Dominican Republic. The Bill of Lading shows the Consignor is Horizon Logistics of Lexington, North Carolina, and the Consignee is Seaboard Marine in Miami, Florida.

Invoice #84113: The “Seaboard Marine Booking Confirmation” for invoice number 84113 shows that the Port of Loading is Port Everglades (Florida), Port of Discharge is Rio Haina, Dominican Republic, and the Destination is Rio Haina, Dominican Republic. The Bill of Lading shows the Consignor is Seaboard Marine, and the Consignee is Key Largo Marine in Jacksonville, Florida.

Invoice #84579: The “Seaboard Marine Booking Confirmation” for invoice number 84579 shows that the Port of Loading is Port Everglades (Florida), Port of Discharge is Georgetown, Grand Cayman, and the Destination is Georgetown, Grand Cayman. The Bill of Lading shows the Consignor is Proctor & Gamble, Union City, Georgia, and the Consignee is Pro Transport in Medley, Florida.

Invoice #32861: The “Seaboard Marine Booking Confirmation” for invoice number 32861 shows that the Port of Loading is Port of Miami, Port of Discharge is Manzanillo, Panama, and the Destination is Manzanillo, Panama. The Bills of Lading show various Consignors and Consignees.⁴

Invoice #34011: The “Seaboard Marine Booking Confirmation” for invoice number 34011 shows that the Port of Loading is Port of Miami, Port of Discharge is Kingston, Jamaica, and the Destination is Port Au Prince, Haiti. The Bills of Lading show the Consignors were Lozier Corp. of Scottsboro, Alabama, and Pro Transport, Jacksonville, Florida, and the Consignees were FEC Jacksonville, Florida, and Lozier Corp. of Scottsboro, Alabama, respectively.⁵

If Seaboard wishes to review the remaining 123 invoices, they will be produced during discovery. Or, if this body wishes to review these 123 other invoices, they will be produced as directed. These other invoices will further demonstrate the international

⁴ Please refer also to Pages 18 and 26 of 28 of this Invoice, which include interchange tickets from Florida East Coast Railway, identifying the Shipper as Seaboard.

⁵ The Booking Confirmation for this Invoice shows that the Shipper is Seaboard. Please refer also to Page 7 of 10 of this Invoice, which is an interchange ticket from Florida East Coast Railway, also identifying the Shipper as Seaboard.

nature of Pro Transport's services to Seaboard.

Seaboard, as a marine terminal operator at the Port of Miami, and as a shipper, engages in international shipping. As explained in the Memorandum from Miami-Dade County, dated May 20, 2008 (Exhibit 2), which was generated as a result of Seaboard's request to extend its lease of land at the Port of Miami⁶:

- Seaboard averages 70 monthly sailings from the Port of Miami, by far the most of any cargo carrier at the Port
- Seaboard's emphasis on exports has helped create and maintain a healthy balance of trade between the Port and Latin America
- Approximately 60 % of all exports at the Port of Miami are handled by Seaboard

The Amended Complaint, which includes the 128 invoices that Seaboard has refused to pay, clearly demonstrates that Pro Transport has satisfactorily addressed the requirements set forth in the Order of August 16, 2016.

Seaboard's position is that the FMC lacks jurisdiction over this action because Pro Transport is not an entity entitled to protection under the FMC. That is not the correct analysis for this body. The proper analysis is whether Seaboard is subject to the jurisdiction of the FMC, which it clearly is. Once that threshold has been reached, the focus shifts to whether Pro Transport has sufficiently plead allegations that Seaboard violated certain prohibited conduct as set forth by statute. As explained below, Pro Transport believes it has sufficiently plead such allegations so as to withstand Seaboard's Motion to Dismiss.

Standard of Review

As explained by the Court in *Crowley Liner Services, Inc. v. Transtainer Corp.*, 2007 WL 433352 (S.D. Fla. Feb. 6, 2007), the standard of review for a federal court when ruling

⁶ See footnote 3

upon a motion to dismiss is:

A complaint should not be dismissed for failure to state a claim unless it appears beyond a doubt that claimant can prove no set of facts that would entitle it to relief. *Bradberry v. Pinellas County*, 789 F.2d 1513, 1515 (11th Cir.1986). In ruling on a motion to dismiss, a court must view the complaint in the light most favorable to the claimant and take its allegations as true. *Hishon v. King & Spalding*, 467 U.S. 69, 73 (1984). Finally, the issue is not whether the claimant will ultimately prevail, but “whether the claimant is entitled to offer evidence to support the claims.” *Scheuer v. Rhodes*, 416 U.S. 232, 236 (1974), overruled on other grounds by *Davis v. Scherer*, 468 U.S. 183 (1984).⁷

The Supreme Court of the United States in *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009) further explained the pleading requirements to withstand a motion to dismiss.

Under Federal Rule of Civil Procedure 8(a)(2), a pleading must contain a “short and plain statement of the claim showing that the pleader is *678 entitled to relief.” As the Court held in *Twombly*, 550 U.S. 544, 127 S.Ct. 1955, 167 L.Ed.2d 929, the pleading standard Rule 8 announces does not require “detailed factual allegations,” but it demands more than an unadorned, the-defendant-unlawfully-harmed-me accusation. *Id.*, at 555, 127 S.Ct. 1955 (citing *Papasan v. Allain*, 478 U.S. 265, 286, 106 S.Ct. 2932, 92 L.Ed.2d 209 (1986)). A pleading that offers “labels and conclusions” or “a formulaic recitation of the elements of a cause of action will not do.” 550 U.S., at 555, 127 S.Ct. 1955. Nor does a complaint suffice if it tenders “naked assertion[s]” devoid of “further factual enhancement.” *Id.*, at 557, 127 S.Ct. 1955. To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to “state a claim to relief that is plausible on its face.” *Id.*, at 570, 127 S.Ct. 1955. A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. *Id.*, at 556, 127 S.Ct. 1955. The plausibility standard is not akin to a “probability requirement,” but it asks for more than a sheer possibility that a defendant has acted unlawfully. *Ibid.* Where a complaint pleads facts that are “merely consistent with” a defendant's liability, it “stops short of the line between possibility and plausibility of ‘entitlement to relief.’ ” *Id.*, at 557, 127 S.Ct. 1955 (brackets omitted).⁸

⁷ 2007 WL 433352 at *2

⁸ These recited standards apply to FMC proceedings, as explained in *Maher Terminals, LLC v. The Port Authority of New York and New Jersey*, 2015 WL 9426189 (FMC Dec. 18, 2015).

In considering a motion to dismiss, the FMC must draw all reasonable inferences in favor of the non-moving party. See, e.g. *Maher Terminals, LLC v. The Port Authority of New York and New Jersey*, 2015 WL 9426189 * 15 (FMC Dec. 18, 2015).

The Amended Complaint surpasses these threshold pleading requirements.

Analysis of Jurisdiction and Alleged Violations of the Shipping Act

Pro Transport alleged that the FMC has jurisdiction over this action due to the Seaboard's alleged violations of the Shipping Act (the Act). Pro Transport alleged in the Amended Complaint that it is a common carrier as defined by 46 U.S.C. § 40102(6). It may well be that Pro Transport is not a common carrier as defined by the Act. That would be of no consequence.

The decision *Transpacific Westbound Rate Agreement v. Federal Maritime Com'n*, 951 F.2d 950 (9th Cir. 1991) is instructive. In this decision, the Court initially explained the authority and responsibilities of the FMC.

The Act, 46 U.S.C.App. §§ 1701–1719, authorizes the Commission to regulate ocean shipping lines operating between the United States and foreign countries. The Commission is responsible for monitoring agreements between ocean common carriers concerning rates, sailings, conditions of service, and similar matters, **and also for enforcing a number of prohibitions against discriminatory and unreasonable rates and practices**. See Act §§ 5, 6, 8, 10; 46 U.S.C.App. §§ 1704, 1705, 1707, 1709. All filed agreements are immune from the antitrust laws. Id. § 7(a), 46 U.S.C.App. § 1706(a). (emphasis added)⁹

The decision went on to explain the Act's definition of a common carrier.

The Commission rejected this interpretation, stating that “as a matter of common sense and rational regulation, there must be some geographic limit to the Commission's [regulatory] authority.” The argument is persuasive. There is nothing in the history or structure of the Act to suggest that Congress intended the Commission to engage in worldwide regulation. To

⁹ 951 F.2d at 951

the contrary, the Committee reports on the Act state that “[the] definition [of common carrier] applies only to the extent the passengers or cargo transported are loaded or discharged at a U.S. port.” S.Rep. No. 3, 98th Cong., 1st Sess. 19 (1983) (emphasis added). We therefore conclude that the Commission's narrow interpretation of common carriage “is based on a permissible construction of the statute.” *Chevron*, 467 U.S. at 843, 104 S.Ct. at 2781–82.¹⁰

Because Pro Transport is involved in the transport of cargo loaded or discharged at a U.S. port that is involved in international maritime commerce, then it may be very well be a common carrier as defined by the Act.¹¹ But the FMC's jurisdiction over this action does not rise or fall on whether Pro Transport is a common carrier as defined by the Act. The FMC's jurisdiction comes from the fact that Seaboard is a “marine terminal operator” and that it may also be an “ocean common carrier”.

46 U.S.C. § 40102(14) defines a Marine terminal operator as:

(14) Marine terminal operator.--The term “marine terminal operator” means a person engaged in the United States in the business of providing wharfage, dock, warehouse, or other terminal facilities in connection with a common

¹⁰ Id., at 953.

¹¹ See e.g. *Non-Vessel Carriers – Applicability of Section 15 to Common Carriers By Water – Status of Express Companies, Truck Lines and Other Non-Vessel Carriers*, 1961 A.M.C. 1024 (1961), holding “Motor truck companies, freight forwarders and express companies who undertake to ship personal property and household goods overseas, assuming responsibility door-to-door, are common carriers within Section 15 of the Shipping Act. Hence, agreements between such carriers inter sese fixing prices which are filed and approved by the F.M.B. are valid and excepted from anti-monopoly restraint of trade laws. However, a company which did not assume full responsibility to the shipper for the safe water transportation of his goods found a freight forwarder and not a common carrier entitled to Section 15 protection.”

Pro Transport may also be a common carrier under a more general definition. A common carrier in common law countries (corresponding to a public carrier in civil law systems, usually called simply a *carrier*) is a person or company that transports goods or people for any person or company and that is responsible for any possible loss of the goods during transport. https://en.wikipedia.org/wiki/Common_carrier

carrier, or in connection with a common carrier and a water carrier subject to subchapter II of chapter 135 of title 49.

Seaboard does not deny that it is a marine terminal operator.

46 U.S.C. § 40102(17) defines an Ocean common carrier as:

(17) Ocean common carrier.--The term "ocean common carrier" means a vessel-operating common carrier.¹²

Seaboard does not deny that it is an ocean common carrier or a common carrier.

Because Seaboard meets these definitions, the FMC has jurisdiction to determine whether Seaboard's actions, as alleged by Pro Transport in the Amended Complaint, constitute violations of several prohibitions and penalties set forth in the Act. Pro Transport has alleged that if Seaboard is deemed to be a marine terminal operator, it has violated 46 U.S.C.A. § 41106¹³, which provides:

A marine terminal operator may not—

¹² Because of the incorporation of the term "common carrier" the Act's definition of common carrier should be referenced.

(6) Common carrier.--The term "common carrier"--

(A) means a person that--

(i) holds itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country for compensation;

(ii) assumes responsibility for the transportation from the port or point of receipt to the port or point of destination; and

(iii) uses, for all or part of that transportation, a vessel operating on the high seas or the Great Lakes between a port in the United States and a port in a foreign country; but

(B) does not include a carrier engaged in ocean transportation by ferry boat, ocean tramp, or chemical parcel-tanker, or by vessel when primarily engaged in the carriage of perishable agricultural commodities--

(i) if the carrier and the owner of those commodities are wholly-owned, directly or indirectly, by a person primarily engaged in the marketing and distribution of those commodities; and

(ii) only with respect to the carriage of those commodities.

¹³ Pro Transport withdraws its allegation that Seaboard violated 46 U.S.C. §41106(1), but maintains that Seaboard violated 46 U.S.C. §41106(2)-(3).

...

(2) give any undue or unreasonable preference or advantage or ***impose any undue or unreasonable prejudice or disadvantage*** with respect ***to any person***; or

(3) ***unreasonably refuse to deal or negotiate.***

And, if Seaboard is deemed to be an (ocean) common carrier, it has violated 46 U.S.C.A. § 41104, specifically subsection (10)¹⁴, which provides:

A common carrier, ***either alone*** or in conjunction with any other person, directly or indirectly, may not--

(10) ***unreasonably refuse to deal or negotiate.***

Contrary to Seaboard's assertions, there is nothing within this statutory language that excludes companies like Pro Transport from seeking the protection and jurisdiction of the FMC when a company such as Seaboard has conducted itself as alleged by Pro Transport.¹⁵ In fact, part of this statutory language prohibits certain conduct against "any person".

Admittedly, there is a dearth of case law on these statutes. Under section 41104, there are only two reported decisions, one dealing with loyalty contracts, the other with tariffs and fees. Under section 41106, there are likewise only two reported decisions.

The authority relied upon by Seaboard does not appear to be persuasive given the limited descriptions provided in the Motion to Dismiss.¹⁶ Moreover, those decisions cited

¹⁴ Pro Transport withdraws its allegation that Seaboard violated 46 U.S.C. §41104(5) and (9), but maintains that Seaboard violated 46 U.S.C. §41104(10).

¹⁵ Seaboard claims that the pending state court action is the "appropriate forum for resolution". Page 3, Motion to Dismiss. That claim was already rejected by this body when Seaboard's Motion for a Stay was denied.

¹⁶ *American Union Transport, Inc. v. Italian Line*, 2 U.S.M.C. 553 (USMC 1941), *Sea-Land Dominicana v. Sea-Land Service, Inc.*, 26 S.R.R. 578 (FMC 1992), and *Joseph Singer v. Trans-Atlantic Passenger Conf.*, 1 U.S.S.B.B. 520 (1936).

by Seaboard do not even appear in the United State Code Annotated under the sections Pro Transport alleges Seaboard violated, and cannot be located by the undersigned on Westlaw. Pro Transport would submit that Seaboard is grasping for relevant jurisprudence. The apparent absence of jurisprudence, however, does not mean there is an absence of jurisdiction.

The fact is that the FMC may not have previously been asked to assess violations of the Act by a company such as Pro Transport against a company such as Seaboard. The statutory language is straightforward. A marine terminal operator may not give any undue or unreasonable preference or advantage *or* impose any undue or unreasonable prejudice or disadvantage with respect to any person *and/or* unreasonably refuse to deal or negotiate. And a common carrier, either alone or in conjunction with any other person, directly or indirectly, may not unreasonably refuse to deal or negotiate. These are broad terms, but they are not ambiguous. Pro Transport alleges that Seaboard's refusal to pay, and that manner and method in which it has refused to pay, is unreasonable and prejudicial.

This is a matter of simple statutory interpretation. As explained in *United States v. DBB, Inc.*, 180 F.3d 1277 (11th Cir. 1999):

There are several canons of statutory construction that guide our interpretation of the statute. The starting point for all statutory interpretation is the language of the statute itself. See, e.g., *Watt v. Alaska*, 451 U.S. 259, 265, 101 S.Ct. 1673, 1677, 68 L.Ed.2d 80 (1981). We assume that Congress used the words in a statute as they are commonly and ordinarily understood, and we read the statute to give full effect to each of its provisions. *United States v. McLymont*, 45 F.3d 400, 401 (11th Cir.1995) (per curiam). We do not look at one word or term in isolation, but instead we look to the entire statutory context. *United States v. McLemore*, 28 F.3d 1160, 1162 (11th Cir.1994) (citation omitted). We will only look beyond the plain

language of a statute at extrinsic materials to determine the congressional intent if: (1) the statute's language is ambiguous; (2) applying it according to its plain meaning would lead to an absurd result; or (3) there is clear evidence of contrary legislative intent. See *Consolidated Bank, N.A. v. Office of Comptroller of Currency*, 118 F.3d 1461, 1463–64 (11th Cir.1997) (citations omitted).

The Prohibitions and Penalties set forth in the Act are not ambiguous at all. Applying sections 41104 and/or 41106 to this action would not lead to an absurd result, because clearly Pro Transport is involved in the type of international ocean commerce the FMC regulates. And there is no clear evidence of a contrary legislative intent. If Congress had intended to limit the prohibited conduct to a certain class of entities, then additional language was required in these statutes. The fact that Congress uses the term “any person” – at least within 46 U.S.C. § 41106(2) -- means that these prohibited practices were meant to apply broadly and to essentially anyone involved with an entity subject to the jurisdiction and regulation of the FMC.

Additionally, the Complaint and Amended Complaint filed by Pro Transport against Seaboard was pursuant to 46 U.S.C. § 41301, which provides:

(a) In general.--**A person** may file with the Federal Maritime Commission a sworn complaint alleging a violation of this part, except section 41307(b)(1). If the complaint is filed within 3 years after the claim accrues, the complainant may seek reparations for an injury to the complainant caused by the violation.

(b) Notice and response.--The Commission shall provide a copy of the complaint to the person named in the complaint. Within a reasonable time specified by the Commission, the person shall satisfy the complaint or answer it in writing.

(c) If complaint not satisfied.--If the complaint is not satisfied, the Commission shall investigate the complaint in an appropriate manner and make an appropriate order. (emphasis added)

This statute authorizing the filing of a complaint uses the term “a person”, and does not use additional language limiting the class of persons who may file a complaint, as intimated by Seaboard.

WHEREFORE, Pro Transport requests that Seaboard’s Motion to Dismiss be denied and further requests an Oral Argument on Seaboard’s Motion.

DATED this 29th day of September, 2016.

Respectfully submitted

THE SHELLEY LAW FIRM, LLC,

/s/ _____

MICHAEL SHELLEY

Florida Bar No. 999016

Mailing: 500 South Pointe Drive Suite 140

Miami Beach, FL 33139

Email: Michael@shelleylawfirm.com

Tel: 305-798-5522

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of September, 2016, a true and correct copy of the foregoing pleading was served via email to:

Wayne Rohde
Cozen O’Connor
1200 19th Street N.W.
Washington, D.C. 20036
wrohde@cozen.com

/s/ _____

MICHAEL SHELLEY

Invoice Date: 01/05/2016

Invoice No. 83980

Batch No. 1001

RO TRANSPORT INC
 PO BOX 821700
 EMBROKE PINES, FL 33082

Phone (305) 884-4186
 Fax (305) 884-6254

SEABOARD MARINE LTD
 8 NW 79TH AVE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

Date	Description of Service	Amount	Total
2/29/2015	<p>Container #: SMLU8316008 45FT-102 SMLC486513</p> <p>Booking # 4224934 Ref /Load # 4224934</p> <p>IMPORT <input type="checkbox"/></p> <p>BOL # B435662 (Load Return)</p> <p>From HORIZON LINES 664 Old Hargrave Road Lexington NC</p> <p>To SEABOARD MARINE 1630 Port Blvd Miami FL</p> <p>800 MILES 1.20</p> <p style="text-align: right;">Transportation \$960.00</p> <p style="text-align: right;">Fuel Surcharge \$153.60</p> <p style="text-align: right;">Total Charges for Container No. SMLU8316008</p>		\$1,113.60
TOTAL OF INVOICE			\$1,113.60

.....
 Please remit to:
 PRO TRANSPORT INC
 PO BOX 821700
 PEMBROKE PINES, FL 33082
 Phone (305) 884-4186
 F x (3 5) 884-6254

Invoice No. 83980

SEABOARD MARINE LTD
 8001 NW 79TH AVE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

.....
PLEASE REMIT THIS STUB WITH YOUR PAYMENT FOR THIS AMOUNT

\$1,113.60



Booking Confirmation

12/29/15 KLYCONZA

.. INTERMODAL ..
.. 807 ..

BOOKING DATE . . . : 12/29/15 @ 11:50:46 BOOKING ORDER : : MIA 4234934 A
BOOKED BY : Rosa Camin

SHIPPER : APL LOGISTICS LTD (672991)
CONTACT : Joel
602/586-4800

PORT OF LOADING . : MIAMI, FL, UNITED STATES
PORT OF DISCHARGE : RIO HAINA, D.R., DOMINICAN REPUBLIC
DESTINATION . . . : RIO HAINA, D.R., DOMINICAN REPUBLIC

VESSEL/VOYAGE . . : SEABOARD RANGER 163
EST SAIL DATE/PORT: 1/03/16 MIA
EST ARR. DATE/PORT: 1/06/16 RHA

ORDER TYPE : Full Load
MOVE TYPE : DOOR/DOOR

COMMODITY : 807
PRICING REFERENCE : SVC 2015-00787

PRE CONSOLIDATOR : PRO TRANSPORT INC REFERENCE :

LINE	EQUIPMENT	REQ SIZE	REQ TYPE	REQ CLASS	POUND?	HAS?	REEFER STATUS	POUNDS	METRIC TONS
1	ENLU 831600 8	45	DWH	CON					.00
				EQUIPMENT:		1		.00	.00

ALL PERSONS ENTERING RESTRICTED ACCESS AREAS OF THE PORT MUST HAVE A VALID TWC (TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL). NO PERSONS UNDER THE AGE OF 18 WILL BE ALLOWED ENTRY.

SEABOARD MARINE STRONGLY RECOMMENDS THAT OUR CUSTOMERS CHECK AND VERIFY THE DRIVER PICKING UP THEIR CARGO BY PHYSICALLY CHECKING THE DRIVER'S TWC AND PORT IDENTIFICATION CARD (ID PHOTO) AS WELL AS, IF APPLICABLE, THE DRIVER'S SEABOARD MARINE PHOTO IDENTIFICATION. COMPARE THE ID PHOTO WITH THE DRIVER, VERIFYING THE COMPANY NAME AND EXPIRATION DATE ON THE ID PHOTO. MAKE A PHOTOCOPY OF THE I.D. PHOTOS AND KEEP THE COPY WITH YOUR DOCUMENTATION REGARDING THE LOAD. WE ALSO SUGGEST THAT CUSTOMERS RECORD THE LICENSE PLATE NUMBER OF THE TRUCKS AND NAME OF THE TRUCKING COMPANY FROM THE DOORS OF THE TRUCK. ALL COMMERCIAL VEHICLES MUST BE MARKED.

IF THERE IS ANY DOUBT, DO NOT RELEASE THE LOAD UNTIL AND UNLESS THE DRIVERS INFORMATION HAS BEEN VERIFIED THRU SEABOARD MARINE DISPATCH OFFICE.

SEABOARD MARINE PROFFERS THAT WE CAN NO LONGER SUPPLY LINE SEALS TO OUR CUSTOMERS. WE ALSO CAN NOT ACCEPT CONTAINERS WHERE CUSTOMERS HAVE APPLIED PAD LOCKS IN LIEU OF A SEAL. OUR CUSTOMERS MUST USE THEIR OWN NUMBERED EMPOSED SEAL. THANK YOU FOR YOUR COOPERATION.

**** CUSTOMER ADVISORY ****

CENSUS BUREAU REGULATIONS REQUIRE ELECTRONIC FILING OF SHIPPER'S EXPORT DECLARATION(SED) VIA THE AUTOMATED EXPORT SYSTEM (AES). THE USFPI IS REQUIRED TO PROVIDE THE EXPORTING CARRIER (SEABOARD) WITH PROOF THAT THE FILING HAS BEEN MADE AT LEAST 24 HOURS PRIOR TO LOADING OF THE CARGO ON THE VESSEL AT THE U.S. PORT. UNDER THE REGULATIONS, SEABOARD WILL BE PROHIBITED FROM LOADING CARGO IF CORRESPONDING PROOF OF FILING IS NOT RECEIVED WITHIN 24 HOURS OF SCHEDULED VESSEL LOADING. ANY PRESENTATION OF LATE DOCUMENTATION WILL RESULT IN YOUR CARGO NOT BEING LOADED. +



Booking Confirmation

12/29/15 MLYGONZA

-- INTERMODAL --
-- 807 --

BOOKING DATE . . . : 12/29/15 @ 11:50:46
BOOKED BY : Rosa Camin

BOOKING ORDER : : MIA /224934 A

DID YOU KNOW YOU CAN BOOK AND TRACK YOUR SHIPMENTS ON LINE?
VISIT WWW.SEABOARDMARINE.COM AND REGISTER TO OBTAIN YOUR PERSONAL
IDENTIFICATION CODE.

EQUIPMENT : SMLU8316008

REQ SIZE/TYP/CLS : 45'/102" WIDE DRY HC CNT
I/M MOVE TYPE : Rail
ACT SIZE/TYP/CLS : 45'/102" WIDE DRY HC CNT

DISPATCH INSTRUCTIONS

Spot to : HORIZON LOGISTICS, LLC
654 OLD HARGRAVE ROAD
LEXINGTON NC 27295
REQUEST DATE : 12/29/15 @ 10:00
CONTACT . . . : (336) 956-0300
REMARKS . . . : drop/pick

THANK YOU!!

PRINTED: 12/29/15 11:32:00 MLYGONZA

PRO TRANSPORT INC.

Tel #: (305) 576-5373
 Fax #: (305) 576-9247

All Payments must be made to:
 P.O. Box 821700
 Pembroke Pines, FL 33082-1700
 I.C.C. M.C. 340614

B/L No. _____
 Driver's No. M-106
 Date: 12/29/15

BILL OF LADING

Consignor: HORIZON LOGISTICS 664 OLD HARRIS AVE RD
(NAME) (ADDRESS) (CITY AND STATE) LEXINGTON NC

Consignee: SEABOARD MARINE HOTEL OF MIAMI FL
(NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions: TRK# 42249347

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		4
	40' Flat Bed		8
	40' Container <u>SMLU</u>	<u>831600-8</u>	6
	40' Bogle <u>SMLC</u>	<u>486513</u>	4
	20' Container		5
	20' Bogle		4
			7

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours		_____		_____		
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____		\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature

<p>RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES</p> <p>Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading) from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.</p>	<p>"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"</p> <p>"Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.</p>	<p>"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"</p> <p>Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.</p>
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CONSIGNEE _____ **CARRIER: PRO TRANSPORT INC.**
(COMPANY NAME)

RECEIVED BY _____ DRIVER CARLOS BONE

PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment, Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

Invoice Date: 01/28/2016

Invoice No. 84579

Batch No. 1085

PRO TRANSPORT INC
PO BOX 821700
PEMBROKE PINES, FL 33082

Phone (305) 884-4186
Fax (305) 884-6254

SEABOARD MARINE LTD
8001 NW 79TH AVE
ATTN INTERMODAL DEPT
MIAMI, FL 33166

Date	Description of Service	Amount	Total
01/08/2016	Container #: SMLU789772 40FTHIGHCUBE SMLC485698 Booking # 4333635 Ref /Load # 4333635 IMPORT <input type="checkbox"/> BOL # B436543 (Load Return) From PROCTER & GAMBLE CO # 1 6355 Buffington Road Union City GA To PRO TRANSPORT 10800 Nw South River Drive Miami FL 676 MILES 1.20 <div style="text-align: right;"> Transportation \$811.20 Hazardous \$75.00 Fuel Surcharge \$129.79 </div> <div style="text-align: right;"> Total Charges for Container No. SMLU789772 </div>		\$1,015.99
TOTAL OF INVOICE			\$1,015.99

Please remit to:
PRO TRANSPORT INC
PO BOX 821700
PEMBROKE PINES, FL 33082
Phone (305) 884-4186
Fax (305) 884-6254

Invoice No. 84579

SEABOARD MARINE LTD
8001 NW 79TH AVE
ATTN INTERMODAL DEPT
MIAMI, FL 33166

PLEASE REMIT THIS STUB WITH YOUR PAYMENT FOR THIS AMOUNT

\$1,015.99



Booking Confirmation

1/07/16 MLCPEREZ

-- PROVISIONAL BOOKING* --
-- INTERMODAL --
-- 807 --

BOOKING DATE . . . : 12/16/15 @ 10:55:46
BOOKED BY : EDI USER

BOOKING ORDER . . : KLA 4333635 A
CUSTOMER REF . . . : 41475450

**** CUSTOMER ADVISORY ****
CENSUS BUREAU REGULATIONS REQUIRE ELECTRONIC FILING OF SHIPPER'S EXPORT
DECLARATION(SED) VIA THE AUTOMATED EXPORT SYSTEM (AES).
THE USFPI IS REQUIRED TO PROVIDE THE EXPORTING CARRIER (SEABOARD) WITH
PROOF THAT THE FILING HAS BEEN MADE AT LEAST 24 HOURS PRIOR TO LOADING OF
THE CARGO ON THE VESSEL AT THE U.S. PORT.
UNDER THE REGULATIONS, SEABOARD WILL BE PROHIBITED FROM LOADING CARGO IF
CORRESPONDING PROOF OF FILING IS NOT RECEIVED WITHIN 24 HOURS OF
SCHEDULED VESSEL LOADING. ANY PRESENTATION OF LATE DOCUMENTATION WILL
RESULT IN YOUR CARGO NOT BEING LOADED.

DID YOU KNOW YOU CAN BOOK AND TRACK YOUR SHIPMENTS ON LINE?
VISIT WWW.SEABOARDMARINE.COM AND REGISTER TO OBTAIN YOUR PERSONAL
IDENTIFICATION CODE.

EQUIPMENT : SMLU7897720
HAZARDOUS
REQ SIZE/TYP/CLS : 40' DRY HIGH CUBE CNTR
1/3 MOVE TYPE : Rail
ACL SIZE/TYP/CLS : 40' DRY HIGH CUBE CNTR

***** HAZARDOUS INFORMATION *****

PROPER SHIPPING NAME : HYDROGEN PEROXIDE AQUEOUS SOLN
PRIMARY CLASS . . . : 5.1 UN NUMBER : 2984 PACKING GROUP : III
SUBSIDIARY RISK . . : N/A
NUMBER OF PACKAGES . : 1 PACKAGE TYPE : 1
WEIGHT : 1.00 Kilograms
LIMITED QUANTITY . . : No
FLASHPOINT : N/A
EMERGENCY CONTACT . . : (513) 953 1103
ADDITIONAL INFO . . . : 1

PROPER SHIPPING NAME : TIOK
PRIMARY CLASS . . . : 5.1 UN NUMBER : 2984 PACKING GROUP : N/A
SUBSIDIARY RISK . . : N/A
NUMBER OF PACKAGES . : 1 PACKAGE TYPE : 1
WEIGHT : 1.00 Kilograms
LIMITED QUANTITY . . : No
FLASHPOINT : N/A
EMERGENCY CONTACT . . :
ADDITIONAL INFO . . . : 1

DISPATCH INSTRUCTIONS

Spot to : Union City - SEMC
6355 Buffington Road
Union City GA 30291
REQUEST DATE : 1/07/16 @ 20:00
CONTACT . . . : Cernaime McClell (513 : 626-7948
REMARKS . . . : additional sales doc 20444 872



Booking Confirmation

1/07/16 MLCPEREZ

-- PROVISIONAL BOOKING* --
-- INTERMODAL --
-- 807 --

BOOKING DATE . . . : 12/16/15 @ 10:55:46
BOOKED BY : EDI USER

BOOKING ORDER . . : KLA 4333635 A
CUSTOMER REF . . . : 41475450

DISPATCH INSTRUCTIONS

Move to : FORT OF MIAMI
1630 PORT BLVD
DOCKE ISLAND FL 33132
REQUEST DATE : 1/05/16 @ 99:99
CONTACT . . . : Germaine McChal (.13) 636-7948
REMARKS . . . : additional sales doc 20444 872

Spot to : PORT EVERGLADES (HS)
1801 SE 28th St
(Located off of Eisenhower Blvd)
LAUDERDALE FL 33316
REQUEST DATE : 1/12/16 @ 9:00

-- PROVISIONAL BOOKING --

WHEN TRANSPORTING HAZARDOUS CARGOES THE DRAYPERSON (DRIVER) IS REQUIRED TO HAVE PERSONAL PROTECTIVE EQUIPMENT (PPE) WHICH INCLUDES, BUT IS NOT LIMITED TO PROPER CLOTHING, HARD HAT, SAFETY GLASSES AND GLOVES.

IN THE EVENT OF AN EMERGENCY, ANY ACCIDENT INVOLVING THIS SHIPMENT, OR DAMAGE TO THE CONTENTS WHICH WOULD CAUSE UNINTENTIONAL RELEASE OF CONTENT TO THE AIR, LAND, OR WATER, PLEASE REPORT THE INCIDENT IMMEDIATELY. FIRST, CONTACT THE EMERGENCY RESPONSE TELEPHONE NUMBER STATED ON THE SHIPPERS' "DANGEROUS GOODS DECLARATION FORM".

ALSO NOTIFY:

SEABOARD MARINE, HAZARDOUS MATERIALS DEPARTMENT AT: 205-530-5866.

* NOTE (1) : SEABOARD MARINE RESERVES THE RIGHT TO REVIEW ALL HAZARDOUS MATERIAL CARGO OFFERED UNDER THIS PROVISIONAL BOOKING. SEABOARD MARINE WILL EITHER APPROVE THE OFFERING OR REJECT THE OFFERING BUT IN ALL CASES WILL COMMUNICATE A RESPONSE IN WRITING TO THIS PROVISIONAL BOOKING. AN ACCEPTED HAZARDOUS MATERIAL SHIPMENT WILL BE ISSUED AN ACCEPTANCE NOTE AND THE PROVISIONAL BOOKING WILL BECOME AN APPROVED HAZARDOUS MATERIAL BOOKING.

* NOTE (2) : ALL HAZARDOUS MATERIAL COMMODITIES SHOULD BE LISTED FIRST; THEN LIST ALL NON-HAZARDOUS MATERIAL COMMODITIES, IF ANY, ON THIS PROVISIONAL BOOKING. ALL HAZARDOUS MATERIAL LISTINGS REQUIRE A BASIC DESCRIPTION & ADDITIONAL DESCRIPTION REQUIRED AS MAY BE APPROPRIATE FOR EACH HAZARDOUS MATERIAL BOOKED.

THANK YOU!!

PRINTED: 1/07/16 17:34:47 MLCPEREZ

PRO TRANSPORT INC.

Tel #: [305] 576-5373
 Fax #: [305] 576-9247

All Payments must be made to:
 P.O. Box 821700
 Pembroke Pines, FL 33082-1700
 I.C.C. M.C. 340614

B/L No. _____
 Driver's No. 921
 Date: 01-08-2016

BILL OF LADING

Consignor: P & G 6355 BURLINGTON RD UNION CITY GA
 (NAME) (ADDRESS) (CITY AND STATE)
 Consignee: PRO TRANSPORT 10300 NW SOUTH RIVER DR MEDLEY FL
 (NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions: HM

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		0
	40' Flat Bed		1
	40' Container <u>X</u>	<u>SNLW 789770</u>	<u>5</u>
	40' Bogle		<u>5</u>
	20' Container		<u>1</u>
	20' Bogle		<u>2</u>
	<u>CHASSIS</u>	<u>485698</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignee shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)
RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT
 Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee HM _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPER'S CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES
 Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's billment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"
 "Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Customs Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"
 Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change induced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE _____ (COMPANY NAME)
 RECEIVED BY _____ DRIVER _____
 PAYMENT OF CHARGES

CARRIER: **PRO TRANSPORT INC.**

All charges must be paid within 7 days except G.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if Carrier is required to file a lawsuit to collect transportation or any other applicable costs or charges due on this bill of lading, consignee/consignor shall be liable for the costs of collection including Carrier's attorney's fees and costs.

Invoice Date: 07/02/2015

Invoice No. 32861

Batch No. 350

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700

PEMBROKE PINES, FL 33082

Phone (904) 899-0007

Fax (904) 900-2099

SEABOARD MARINE LTD
 8001 NW 79TH AVENUE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

Date	Description of Service	Amount	Total
06/22/2015	<p>Container #: SMLU4355027 45FT-102 KLIZ4003271 Booking # MIA4130616A Ref /Load # MIA4130616A EXPORT <input type="checkbox"/></p> <p>BOL # B14546 (Empty Delivery) From PRO JACKSONVILLE 11859 Camden Road Jacksonville FL To DTM 4390 Stacks Rd Atlanta GA</p> <p style="text-align: right;">Transportation \$475.00 Fuel Surcharge \$118.75</p> <p style="text-align: right;">Total Charges for Container No. SMLU4355027 \$593.75</p>		
06/22/2015	<p>Container #: SMLU5454282 40FTREEFER SMLC142898 Booking # MIA4130616A Ref /Load # MIA4130616A EXPORT <input type="checkbox"/></p> <p>BOL # B14547 (Empty Delivery) From DTM 4390 Stacks Rd Atlanta GA To ATLANTA BONDED WAREHOUSE 2500 Cobb International Blvd Kennesaw GA</p> <p style="text-align: right;">Transportation \$75.00</p>		
06/22/2015	<p>BOL # B14548 (Empty Return) From ATLANTA BONDED WAREHOUSE 3000 Cobb International Blvd Kennesaw GA To DTM 4390 Stacks Rd Atlanta GA</p> <p style="text-align: right;">Transportation \$75.00</p> <p style="text-align: right;">Total Charges for Container No. SMLU5454282 \$150.00</p>		

	Container #: TRIU8267570 45FT-102 SMLC9438710 Ref /Load # MIA4130616A EXPORT <input type="checkbox"/>		
06/22/2015	BOL # B14551 (Empty Delivery) From PRO JACKSONVILLE 11859 Camden Road Jacksonville FL To SEATRUCK ATLANTA 113 Parkwest Dr Mcdonough GA 330 miles X1.20	Transportation \$396.00 Fuel Surcharge \$99.00	
	Total Charges for Container No. TRIU8267570		\$495.00
	Container #: CXRU1380174 40FTREEFER FSMLC142401 Booking # MIA4130616A Ref /Load # MIA4130616A EXPORT <input type="checkbox"/>		
06/22/2015	BOL # B14552 (Empty Delivery) From DTM 4390 Stacks Rd Atlanta GA To ATLANTA BONDED WAREHOUSE 2500 Cobb International Blvd Kennesaw GA	Transportation \$75.00	
06/23/2015	BOL # B14553 (Load Return) From ATLANTA BONDED WAREHOUSE 2500 Cobb International Blvd Kennesaw GA To FEC JACKSONVILLE 6140 Phillips Hwy Jacksonville FL 395 miles 1.20 Waiting Time approve	Transportation \$474.00 Waiting Time \$217.75 Fuel Surcharge \$118.50	
	Total Charges for Container No. CXRU1380174		\$885.25
	Container #: SMLU5460449 40FTREEFER SMLC142744 Booking # MIA4130616A Ref /Load # MIA4130616A EXPORT <input type="checkbox"/>		
06/22/2015	BOL # B14615 (Empty Delivery) From DTM 4390 Stacks Rd Atlanta GA To ATLANTA BONDED WAREHOUSE 3000 Cobb International Blvd Kennesaw GA	Transportation \$75.00	
06/23/2015	BOL # B14616 (Load Return) From ATLANTA BONDED WAREHOUSE 3000 Cobb International Blvd Kennesaw GA To FEC JACKSONVILLE 6140 Phillips Hwy Jacksonville FL	Transportation \$475.00	
	Total Charges for Container No. SMLU5460449		\$550.00
TOTAL OF INVOICE			\$2,674.00

Please remit to:
PROTRANSPORT JACKSONVILLE INC
PO BOX 821700
PEMBROKE PINES, FL 33082
Phone (904) 899-0007
Fax (904) 900-2099

Invoice No. 32861

SEABOARD MARINE LTD
8001 NW 79TH AVENUE
ATTN INTERMODAL DEPT
MIAMI, FL 33166

PLEASE REMIT THIS STUB WITH YOUR PAYMENT FOR THIS AMOUNT

\$2,674.00



Booking Confirmation

6/19/15 MLCPEREZ

-- INTERCOBAL --

BOOKING DATE . . . : 6/15/15 @ 13:38:00 BOOKING ORDER . . : MIA 4130616 A
BOOKED BY : Jesus Intrigo

FORWARDER : BDP INTERNATIONAL INC (112701)
CONTACT : Barbara Arreola
305/341-7120

SHIPPER : MARS CHOCOLATE NORTH AMERICA LLC (638017)
CONTACT : BARBARA
908/852-1000

PORT OF LOADING . . : MIAMI, FL, UNITED STATES
PORT OF DISCHARGE . : MANZANILLO, PANAMA
DESTINATION : MANZANILLO, PANAMA

VESSEL/VOYAGE . . . : MAIRA 43
EST SAIL DATE/PORT: 6/26/15 MIA
EST ARR. DATE/PORT: 7/01/15 MAN

ORDER TYPE : Full Load
MOVE TYPE : DOOR/YARD

COMMODITY : CONFECTIONARY
PRICING REFERENCE : SVC 2014 00909

FRT CONSOLIDATOR : PRO TRANSPORT INC REFERENCE :

LINE	EQUIPMENT	REQ SIZE	REQ TYPE	REQ CLASS	LOAD?	HAZ?	SEALER STATUS	POUNDS	METRIC TONS
1		40	REF	CON			RUN 60 F		.00
2		40	REF	CON			RUN 60 F		.00
EQUIPMENT:							2	.00	.00

ALL PERSONS ENTERING RESTRICTED ACCESS AREAS OF THE PORT MUST HAVE A VALID TWIC (TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL). NO PERSONS UNDER THE AGE OF 18 WILL BE ALLOWED ENTRY.

SEABOARD MARINE STRONGLY RECOMMENDS THAT OUR CUSTOMERS CHECK AND VERIFY THE DRIVER PICKING UP THEIR CARGO BY PHYSICALLY CHECKING THE DRIVER'S TWIC AND PORT IDENTIFICATION CARD ("ID PHOTO") AS WELL AS, IF APPLICABLE, THE DRIVER'S SEABOARD MARINE PHOTO IDENTIFICATION. COMPARE THE ID PHOTOS WITH THE DRIVER, VERIFYING THE COMPANY NAME AND EXPIRATION DATE ON THE ID PHOTO. MAKE A PHOTOCOPY OF THE I.D. PHOTOS AND KEEP THE COPY WITH YOUR DOCUMENTATION REGARDING THE LOAD. WE ALSO SUGGEST THAT CUSTOMERS RECORD THE LICENSE PLATE NUMBER OFF THE TRUCKS AND NAME OF THE TRUCKING COMPANY FROM THE DOORS OF THE TRUCK. ALL COMMERCIAL VEHICLES MUST BE MARKED.

IF THERE IS ANY DOUBT, DO NOT RELEASE THE LOAD UNTIL AND UNLESS THE DRIVERS INFORMATION HAS BEEN VERIFIED THRU SEABOARD MARINE DISPATCH OFFICE.

SEABOARD MARINE REQUESTS THAT WE CAN NO LONGER SUPPLY LINE SEALS TO OUR CUSTOMERS. WE ALSO CAN NOT ACCEPT CONTAINERS WHERE CUSTOMERS HAVE APPLIED PAD LOCKS IN LIEU OF A SEAL. OUR CUSTOMERS MUST USE THEIR OWN NUMBERED EMBOSSED SEAL. THANK YOU FOR YOUR COOPERATION.

**** CUSTOMER ADVISORY ****

CENSUS BUREAU REGULATIONS REQUIRE ELECTRONIC FILING OF SHIPPER'S EXPORT DECLARATION (SED) VIA THE AUTOMATED EXPORT SYSTEM (AES). THE USFPI IS REQUIRED TO PROVIDE THE EXPORTING CARRIER (SEABOARD) WITH PROOF THAT THE FILING HAS BEEN MADE AT LEAST 24 HOURS PRIOR TO LOADING OF THE CARGO ON THE VESSEL AT THE U.S. PORT. UNDER THE REGULATIONS, SEABOARD WILL BE PROHIBITED FROM LOADING CARGO IF CORRESPONDING PROOF OF FILING IS NOT RECEIVED WITHIN 24 HOURS OF SCHEDULED VESSEL LOADING. ANY PRESENTATION OF LATE DOCUMENTATION WILL RESULT IN YOUR CARGO NOT BEING LOADED.



Booking Confirmation

6/19/15 MLCPEREZ

-- INTERKODAL --

BOOKING DATE . . . : 6/15/15 @ 13:38:00
BOOKED BY : Jesus Intriago

BOOKING ORDER . . : MIA 4130616 A

DID YOU KNOW YOU CAN BOOK AND TRACK YOUR SHIPMENTS ON LINE?
VISIT WWW.SEABOARDMARINE.COM AND REGISTER TO OBTAIN YOUR PERSONAL
IDENTIFICATION CODE.

REQ SZ/TYP/CLS : 40' REEFER CONTAINER
I/M MOVE TYPE : Truck(Over the Road)
TEMPERATURE . . : 60 F

DISPATCH INSTRUCTIONS

Spot to : ATLANTA BONDED WAREHOUSE
abw2500csr@atlantabonded.com
ALWAYS CALL AHEAD 4 APPT.
2500 COBB INTERNATIONAL BLVD.
KENNESAW GA 30144
REQUEST DATE : 6/22/15 @ 13:00
CONTACT . . . : ALICIA GARNER (770) 795-4052
REMARKS . . . : REF# 5600108273 (CALL 4 APPT)

REQ SZ/TYP/CLS : 40' REEFER CONTAINER
I/M MOVE TYPE : Truck(Over the Road)
TEMPERATURE . . : 60 F

DISPATCH INSTRUCTIONS

Spot to : ATLANTA BONDED WAREHOUSE
abw2500csr@atlantabonded.com
ALWAYS CALL AHEAD 4 APPT.
2500 COBB INTERNATIONAL BLVD.
KENNESAW GA 30144
REQUEST DATE : 6/22/15 @ 14:00
CONTACT . . . : ALICIA GARNER (770) 795-4052
REMARKS . . . : REF.# 5600108274 (CALL 4 APPT)

THANK YOU!!

PRINTED: 6/19/15 11:13:10 MLCPEREZ

Eric Debrand

From: Gonzalez, Elomari <Elomari_Gonzalez@seaboardmarine.com>
Sent: Monday, June 22, 2015 1:18 PM
To: Gonzalez, Enrique; Eric Debrand; Scott Powell; Rachel Denmark; DL MARDIV Extra Charges
Cc: Perez, Christian; Jacksonville
Subject: RE: BOOKING CONFIRMATION MIA4130616A

Thanks Eric, I'm adding Enrique.

Regards,

Elomari Gonzalez Intermodal Clerk / Seaboard Marine 305-863-4710

From: Eric Debrand [mailto:Eric@protransportusa.com]
Sent: Monday, June 22, 2015 12:11 PM
To: Scott Powell; Rachel Denmark; DL MARDIV Extra Charges
Cc: Perez, Christian; Jacksonville
Subject: RE: BOOKING CONFIRMATION MIA4130616A

Adding extra charges.

Best Wishes,

Eric M. DeBrand

Dispatch Planner/Fleet Manager
Pro Transport
Jacksonville, FL
Ph# - 904-899-0007 EXT: 08
Fax# - 904-900-2099
eric@protransportusa.com

PLEASE SEND ALL CONFIRMATIONS TO jacksonville@protransportusa.com!!

We now have GPS tracking in our fleet.



"Pro Transport Inc- Celebrating 15 years of Excellence"

Let the **Pro's** move it!

Did you know we have offices in Tampa FL, Miami FL, Charleston SC, Jacksonville FL and Savannah GA to handle all your inland transport needs?

Contact
Charleston 843-225-4211
Jacksonville 904-899-0007
Miami 305-884-4186
Tampa 813-241-6576
Savannah 912-944-4442

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From: Scott Powell
Sent: Monday, June 22, 2015 11:59 AM
To: Rachel Denmark
Cc: Perez, Christian; Jacksonville; Eric Debrand
Subject: Re: BOOKING CONFIRMATION MIA4130616A

It would be 75.00 each way for a total of 150.00 it's a 80 mile round trip.

Sent from my iPhone

On Jun 22, 2015, at 11:40 AM, Rachel Denmark <rachel@protransportusa.com> wrote:

Good Morning Christian,

Per your conversation with Scott this morning, please approve an additional \$75.00 for the bad plug on the reefer that came from DTM. Please confirm that rate below as well!! Thank you!!

Many Thanks,

Rachel Denmark
Pro Transport
Jacksonville, FL
Customer Service
Ph# - 904-899-0007 EXT: 41
Fax# - 904-900-2099
rachel@protransportusa.com

PLEASE SEND ALL CONFIRMATIONS TO jacksonville@protransportusa.com!!

We now have GPS tracking in our fleet.

<image002.jpg>

From: Rachel Denmark
Sent: Friday, June 19, 2015 12:20 PM
To: Perez, Christian; Scott Powell; Jacksonville; Eric Debrand
Subject: RE: BOOKING CONFIRMATION MIA4130616A

Good Afternoon Chris,

Please see below rate and approve as soon as possible!! Thank you!!

Rate: \$948.00 **legal weight/non haz**
Fuel: SBFSC
Additional Stop: \$75.00

O/w: \$50.00 per state
Detention: 1st 2 hours are free, any additional is \$65.00 per.

Please approve as soon as possible!! ☺

Many Thanks,

Rachel Denmark
Pro Transport
Jacksonville, FL
Customer Service
Ph# - 904-899-0007 EXT: 41
Fax# - 904-900-2099
rachel@protransportusa.com

PLEASE SEND ALL CONFIRMATIONS TO jacksonville@protransportusa.com!!

We now have GPS tracking in our fleet.



From: Perez, Christian [mailto:Christian_Perez@SeaboardMarine.com]
Sent: Friday, June 19, 2015 11:20 AM
To: Scott Powell; Jacksonville; Eric Debrand; Rachel Denmark
Subject: FW: BOOKING CONFIRMATION MIA4130616A

4130616 Please spot 2x40ft Reefers on Monday 6/22 at 1PM under Ref # 503384765M and Monday 6/22 at 2PM under Ref # 503384773M. Please have both drivers take 45ft containers to DTM Atlanta, GA and then have the drivers pick up the 40ft Reefers there.

Thanks
Christian Perez
Seaboard Marine
Intermodal Supervisor
Christian_Perez@seaboardmarine.com

RECEIVING LOAD <input type="checkbox"/>	EMPTY <input checked="" type="checkbox"/>	DELIVERING LOAD <input type="checkbox"/>	EMPTY <input type="checkbox"/>	IN <input checked="" type="checkbox"/>	OUT <input type="checkbox"/>	DATE
CONTAINER TRAILER NUMBER <i>SMU 435507-7</i>		CHASSIS NUMBER <i>KLIC 400327-1</i>		SHIPPER SEAL NUMBER		TCI SEAL NUMBER
BOOKING NUMBER	PORT	VESSEL & VOYAGE	BILL OF LADING NUMBER		SCALE WEIGHT	
LABEL	TRACTOR WEIGHT	CUSTOMS DOCUMENTS NUMBER		SEABOARD SEAL NUMBER		

FROM:	TO:
<i>ProTransport # 583</i>	<i>B14546</i>
	<i>DTM</i>
NAME (PRINT)	SIGNATURE

TRUCKING SECTION

SEABOARD TRUCKING CO.	OUTSIDE TRUCKING CO. FOR SEABOARD	OUTSIDE TRUCKING CO.
TIME IN	TIME OUT	WAITING TIME
EXPLANATION		

EQUIPMENT SECTION

<input checked="" type="checkbox"/> 20'	<input checked="" type="checkbox"/> 40'	<input type="checkbox"/> 42'	<input type="checkbox"/> 45'	<input type="checkbox"/> OT	<input type="checkbox"/> F/B	<input type="checkbox"/> HC	<input type="checkbox"/> L. BOY	<input type="checkbox"/> F. RACK	<input checked="" type="checkbox"/> CONT	<input type="checkbox"/> RACK	<input type="checkbox"/> TRLR	<input type="checkbox"/> REFR	OTHER _____
REEFER INFORMATION									PULP TEMP	FUEL LEVEL			
RUNNING <input type="checkbox"/> NOT RUNNING <input type="checkbox"/> TEMP SETTING _____													
INSPECTION SYMBOLS - TRAILER/CONTAINER				B - BROKEN C - CUT	S - SCRATCH D - DENT	M - MISSING H - HOLE	ND - NEW DAMAGE OMD - OLD MARKS & DAMAGE						
LEFT SIDE	RIGHT SIDE	FRONT	BACK	TOP	DOORS	FLOOR	CONTAINER INSIDE	LOAD EMPTY					

REMARKS: *4080* *modified*

5716

FHWA NUMBER	YES <input type="checkbox"/>	NO <input type="checkbox"/>	LICENSE PLATE	STATE	EQUIP PLATE
INSPECTION SYMBOLS - TIRES			B - BALD F - FLAT	1/2 - 1/8 THREAD F - FOREIGN	N - NEW R - RECAP
TIRES	POSITION	CONDITION	POSITION	P/R - PEATED RECAP TIRE REPAIR NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO	
	L.O. FRONT		R.O. FRONT		
	L.I. FRONT		R.I. FRONT		
	L.O. REAR		R.O. REAR		
	L.I. REAR		R.I. REAR		

I HEREBY CERTIFY THAT ON THE DATE STATED, I CAREFULLY INSPECTED THE EQUIPMENT DESCRIBED ABOVE AND THAT THIS IS A TRUE AND CORRECT REPORT OF THE RESULTS OF SUCH INSPECTION AND THAT POSSESSION OF SUCH EQUIPMENT WAS TAKEN ON BEHALF OF THE CARRIER OR ABOVE NAMED STEAMSHIP LINE AT THE PLACE AND DATE INDICATED. THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENTLY EFFECTIVE TRAILER INTERCHANGE CONTRACTUAL PROVISIONS BETWEEN ABOVE STEAMSHIP LINE AND THE ABOVE MENTIONED CARRIER.

TIR SIGNATURE	CONSIGNEE/SHIPPER SIGNATURE
TRUCKER SIGNATURE	NAME (PRINT)
	SIGNATURE

EQUIPMENT CONTROL

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
Fax #: (904) 900-2099

All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393

B/L No. B14546

Driver's No. JPS
Date: 4/21/15

BILL OF LADING

Consignor: PRO Jacksonville Jacksonville FL
(NAME) (ADDRESS) (CITY AND STATE)

Consignee: OTM 4390 Stacks RD ATL GA
(NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		
	40' Flat Bed		
	40' Container	<u>SMLU 4355020 Empty</u>	
	40' Bogle		
	20' Container		
	20' Bogle		
		<u>KLIC 4003221</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature

<p>RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES</p> <p>Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.</p>	<p>"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"</p> <p>"Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.</p>	<p>"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"</p> <p>Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments imposed from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.</p>
---	--	---

CONSIGNEE _____ (COMPANY NAME) CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____ DRIVER _____ PAYMENT OF CHARGES _____

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a lawsuit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

TRAILER/CONTAINER RECEIPT & TIR

TIR # **1435559**

RECEIVING LOAD <input type="checkbox"/>	EMPTY <input checked="" type="checkbox"/>	DELIVERING LOAD <input type="checkbox"/>	EMPTY <input type="checkbox"/>	IN <input type="checkbox"/>	OUT <input type="checkbox"/>	DATE
CONTAINER TRAILER NUMBER <i>Smc 5452152</i>		CHASSIS NUMBER <i>37261252</i>		SHIPPER SEAL NUMBER		TCI SEAL NUMBER
BOOKING NUMBER	PORT	VESSEL & VOYAGE		BILL OF LADING NUMBER		SCALE WEIGHT
LABEL	TRACTOR WEIGHT	CUSTOMS DOCUMENTS NUMBER			SEABOARD SEAL NUMBER	

FROM:	TO:
<i>DM</i>	<i>B14547</i> <i>Intermark 523</i>
NAME (PRINT)	SIGNATURE

TRUCKING SECTION

SEABOARD TRUCKING CO.	OUTSIDE TRUCKING CO. FOR SEABOARD	OUTSIDE TRUCKING CO.
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TIME IN	TIME OUT	WAITING TIME	EXPLANATION
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EQUIPMENT SECTION

<input type="checkbox"/> 20'	<input type="checkbox"/> 40'	<input type="checkbox"/> 42'	<input type="checkbox"/> 45'	<input type="checkbox"/> OT	<input type="checkbox"/> F/B	<input type="checkbox"/> HC	<input type="checkbox"/> L. BOY	<input type="checkbox"/> F. RACK	<input type="checkbox"/> CONT	<input type="checkbox"/> RACK	<input type="checkbox"/> TRLR	<input type="checkbox"/> REFR	OTHER
------------------------------	------------------------------	------------------------------	------------------------------	-----------------------------	------------------------------	-----------------------------	---------------------------------	----------------------------------	-------------------------------	-------------------------------	-------------------------------	-------------------------------	-------

REEFER INFORMATION

RUNNING <input type="checkbox"/>	NOT RUNNING <input type="checkbox"/>	TEMP SETTING	PULP TEMP	FUEL LEVEL
----------------------------------	--------------------------------------	--------------	-----------	------------

INSPECTION SYMBOLS - TRAILER/CONTAINER

LEFT SIDE	RIGHT SIDE	FRONT	BACK	TOP	DOORS	FLOOR	CONTAINER INSIDE	LOAD	EMPTY
-----------	------------	-------	------	-----	-------	-------	------------------	------	-------

REMARKS: *Smc 5452152*
wire burst

FHWA NUMBER	YES <input type="checkbox"/>	NO <input type="checkbox"/>	LICENSE PLATE	1795029	STATE	EQUIP PLATE	<input type="checkbox"/> YES <input type="checkbox"/> NO
INSPECTION SYMBOLS - TIRES			B - BALD	1/2 - 1/2 THREAD	N - NEW	P/R - PEATED RECAP	TIRE REPAIR NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO
TIRES	POSITION	CONDITION	F - FLAT	F - FOREIGN	R - RECAP		
	L.O. FRONT						
	L.I. FRONT						
	L.O. REAR						
	L.I. REAR						

I HEREBY CERTIFY THAT ON THE DATE STATED, I CAREFULLY INSPECTED THE EQUIPMENT DESCRIBED ABOVE AND THAT THIS IS A TRUE AND CORRECT REPORT OF THE RESULTS OF SUCH INSPECTION AND THAT POSSESSION OF SUCH EQUIPMENT WAS TAKEN ON BEHALF OF THE CARRIER OR ABOVE NAMED STEAMSHIP LINE AT THE PLACE AND DATE INDICATED. THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENTLY EFFECTIVE TRAILER INTERCHANGE CONTRACTUAL PROVISIONS BETWEEN ABOVE STEAMSHIP LINE AND THE ABOVE MENTIONED CARRIER.

TIR SIGNATURE	CONSIGNEE/SHIPPER SIGNATURE
TRUCKER SIGNATURE	NAME (PRINT)
	SIGNATURE

EQUIPMENT CONTROL

PRO TRANSPORT JACKSONVILLE, INC.

B14547

Tel #: (904) 899-0007
Fax #: (904) 900-2099

All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393

B/L No. ~~B14547~~
Driver's No. JOS
Date: 6/21/15

BILL OF LADING

Consignor: DTM 4340 Stacks Rd ATL GA
(NAME) (ADDRESS) (CITY AND STATE)
Consignee: Atlanty Bonded Warehouse Kennesaw GA
(NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L

Nc. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		
	40' Flat Bed		
	40' Container	<u>SMLC45454282</u>	<u>Empty</u>
	40' Bogle		
	20' Container		
	20' Bogle		
	<u>Chassis</u>	<u>SMLC142898</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)
RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT
Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any tier placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@\$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@\$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50c U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50c U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Pa

Shippers Signature

<p>RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.</p>	<p>"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS" "Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.</p>	<p>"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES" Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.</p>
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CONSIGNEE _____ (COMPANY NAME) CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____ DRIVER _____ PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

RECEIVING LOAD <input type="checkbox"/>	EMPTY <input type="checkbox"/>	DELIVERING LOAD <input type="checkbox"/>	EMPTY <input checked="" type="checkbox"/>	IN <input type="checkbox"/>	OUT <input checked="" type="checkbox"/>	DATE
CONTAINER TRAILER NUMBER <i>50120142896</i>		CHASSIS NUMBER	SHIPPER SEAL NUMBER	TCI SEAL NUMBER		
BOOKING NUMBER <i>4130616A</i>	PORT	VESSEL & VOYAGE	BILL OF LADING NUMBER		SCALE WEIGHT	
LABEL	TRACTOR WEIGHT	CUSTOMS DOCUMENTS NUMBER	SEABOARD SEAL NUMBER			

FROM: *B 14548*
OTM

TO: *Intertransit #383*

NAME (PRINT) _____ SIGNATURE _____

TRUCKING SECTION

SEABOARD TRUCKING CO. OUTSIDE TRUCKING CO. FOR SEABOARD OUTSIDE TRUCKING CO.

TIME IN	TIME OUT	WAITING TIME	EXPLANATION
---------	----------	--------------	-------------

EQUIPMENT SECTION

20' 40' 42' 45' CT F/B HC L. BOY F. RACK CONT RACK TRLR REFR OTHER _____

REEFER INFORMATION

RUNNING NOT RUNNING TEMP SETTING _____ PULP TEMP _____ FUEL LEVEL _____

INSPECTION SYMBOLS - TRAILER/CONTAINER

B - BROKEN S - SCRATCH M - MISSING ND - NEW DAMAGE
 C - CUT D - DENT H - HOLE OMD - OLD MARKS & DAMAGE

LEFT SIDE RIGHT SIDE FRONT BACK TOP DOORS FLOOR CONTAINER INSIDE

LOAD EMPTY

REMARKS: *8m19 4238*

FHWA NUMBER	YES <input type="checkbox"/>	NO <input type="checkbox"/>	LICENSE PLATE	STATE	EQUIP PLATE <input type="checkbox"/> YES <input type="checkbox"/> NO
INSPECTION SYMBOLS - TIRES			B - BALD F - FLAT	1/2 - 3/4 THREAD F - FOREIGN	N - NEW R - RECAP P/R - PEAELED RECAP TIRE REPAIR NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO
TIRES	POSITION	CONDITION	POSITION	CONDITION	
	L.O. FRONT		R.O. FRONT		
	L.I. FRONT		R.I. FRONT		
	L.O. REAR		R.O. REAR		
	L.I. REAR		R.I. REAR		

I HEREBY CERTIFY THAT ON THE DATE STATED I CAREFULLY INSPECTED THE EQUIPMENT DESCRIBED ABOVE AND THAT THIS IS A TRUE AND CORRECT REPORT OF THE RESULTS OF SUCH INSPECTION AND THAT POSSESSION OF SUCH EQUIPMENT WAS TAKEN ON BEHALF OF THE CARRIER OR ABOVE NAMED STEAMSHIP LINE AT THE PLACE AND DATE INDICATED. THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENTLY EFFECTIVE TRAILER INTERCHANGE CONTRACTUAL PROVISIONS BETWEEN ABOVE STEAMSHIP LINE AND THE ABOVE MENTIONED CARRIER.

DR SIGNATURE _____

TRUCKER SIGNATURE _____

CONSIGNEE/SHIPPER SIGNATURE _____

NAME (PRINT) _____ SIGNATURE _____

EQUIPMENT CONTROL

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
 Fax #: (904) 900-2099

All Payments must be made to:
 P.O. Box 821700
 Pembroke Pines, FL 33082-1700
 I.C.C. M.C. 881393

B/L No. 14548
 Driver's No. J83
 Date: 6/22/15

BILL OF LADING

Consignor: Atlanta Bonded Warehouse Kee Warehouse GA
(NAME) (ADDRESS) (CITY AND STATE)
 Consignee: DTM 4990 Stokes Rd ATL GA
(NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions: _____

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		
	40' Flat Bed		
	40' Container	<u>SML45454282</u>	<u>Empty</u>
	40' Bogle		
	20' Container		
	20' Bogle		
	<u>Chassis</u>	<u>SMLC142898</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailers) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any item placed on the equipment shall be the carrier's or owner's actual cost of repair or cleaning the item.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours		_____		_____		
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /hr.		\$ _____		\$ _____		\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPER'S CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature _____

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES
 Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"
 "Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"
 Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless such changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such changes reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE _____ (COMPANY NAME) CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____ DRIVER _____

PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month. If carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

RECEIVING LOAD <input checked="" type="checkbox"/>	EMPTY <input type="checkbox"/>	DELIVERING LOAD <input type="checkbox"/>	EMPTY <input checked="" type="checkbox"/>	IN <input type="checkbox"/>	OUT <input checked="" type="checkbox"/>	DATE	6-22-50
CONTAINER TRAILER NUMBER SMLG 5460449		CHASSIS NUMBER SMLC 142744		SHIPPER SEAL NUMBER		TCI SEAL NUMBER	
BOOKING NUMBER 012006A	PCRT	VESSEL & VOYAGE		BILL OF LADING NUMBER		SCALE WEIGHT	
LABEL	TRACTOR WEIGHT	CUSTOMS DOCUMENTS NUMBER		SEABOARD SEAL NUMBER			

FROM: *DM*

TO: **B14615**

No Transport J83

NAME (PRINT) _____ SIGNATURE _____

TRUCKING SECTION

SEABOARD TRUCKING CO. OUTSIDE TRUCKING CO. FOR SEABOARD OUTSIDE TRUCKING CO.

TIME IN	TIME OUT	WAITING TIME	EXPLANATION
---------	----------	--------------	-------------

EQUIPMENT SECTION

20' 40' 42' 45' OT F/B HC L. BOY F. RACK CONT RACK TRLR REFR OTHER _____

REEFER INFORMATION

RUNNING NOT RUNNING TEMP SETTING _____ PULP TEMP _____ FUEL LEVEL _____

INSPECTION SYMBOLS - TRAILER/CONTAINER

LEFT SIDE RIGHT SIDE FRONT BACK TOP DOORS FLOOR CONTAINER INSIDE LOAD EMPTY

REMARKS: *SMLG 8069*

FHWA NUMBER	YES <input type="checkbox"/>	NO <input type="checkbox"/>	LICENSE PLATE	STATE	EQUIP PLATE <input type="checkbox"/> YES <input type="checkbox"/> NO
INSPECTION SYMBOLS - TIRES			B - BALD F - FLAT	1/2 - 1/2 THREAD F - FOREIGN	N - NEW R - RECAP
TIRES	POSITION	CONDITION	POSITION	CONDITION	P/R - PEALD RECAP TIRE REPAIR NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO
	L.O. FRONT		R.O. FRONT		
	L.I. FRONT		R.I. FRONT		
	L.O. REAR		R.O. REAR		
	L.I. REAR		R.I. REAR		

I HEREBY CERTIFY THAT ON THE DATE STATED, I CAREFULLY INSPECTED THE EQUIPMENT DESCRIBED ABOVE AND THAT THIS IS A TRUE AND CORRECT REPORT OF THE RESULTS OF SUCH INSPECTION AND THAT POSSESSION OF SUCH EQUIPMENT WAS TAKEN ON BEHALF OF THE CARRIER OR ABOVE NAMED STEAMSHIP LINE AT THE PLACE AND DATE INDICATED. THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENTLY EFFECTIVE TRAILER INTERCHANGE CONTRACTUAL PROVISIONS BETWEEN ABOVE STEAMSHIP LINE AND THE ABOVE MENTIONED CARRIER.

TIR SIGNATURE	CONSIGNEE/SHIPPER SIGNATURE
TRUCKER SIGNATURE	NAME (PRINT) SIGNATURE

PRO TRANSPORT JACKSONVILLE, INC.Tel #: (904) 899-0007
Fax #: (904) 900-2099All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393B/L No. 14615
14547Driver's No. J83Date: 6/22/15**BILL OF LADING**

Consignor: PTM 4590 Stacks Rd ATL Ga
(NAME) (ADDRESS) (CITY AND STATE)

Consignee: Atlanta Boldedware house Kennesaw GA
(NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.	
	40' Van Trailer			Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
	40' Flat Bed			
	40' Container	<u>SMLU 5460449</u>	<u>EMPTY</u>	
	40' Bogle			
	20' Container			
	20' Bogle			
	<u>Chassis</u>	<u>SMLC 142744</u>		

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours		_____		_____		
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50c U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50c U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____



Shippers Signature _____

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES

Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"

"Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"

Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges and under this bill of lading are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE _____ (COMPANY NAME) CARRIER: **PRO TRANSPORT JACKSONVILLE, INC.**

RECEIVED BY _____ DRIVER _____ PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
 Fax #: (904) 900-2099

All Payments must be made to:
 P.O. Box 821700
 Pembroke Pines, FL 33082-1700
 I.C.C. M.C. 881393

B/L No. 14610
B14610
 Driver's No. J83
 Date: 6/21/15

BILL OF LADING

Consignor: Atlanta Bonded Warehouse 2500 Cobb Int BLVA Kennesaw GA
 (NAME) (ADDRESS) (CITY AND STATE)
 Consignee: PEC Jacksonville 6140 Phillips Hwy Jacksonville FL
 (NAME) (ADDRESS) (CITY AND STATE)

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L.

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		
	40' Flat Bed		
	40' Container	<u>SMLU546049</u>	
	40' Bogle		
	20' Container		
	20' Bogle		
	<u>Chassis</u>	<u>SMLC142744</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)
RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT
 Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s)) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME @ \$ /hour AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature _____

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES
 Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever authority until this equipment is returned to Carrier or the owner of the equipment. In the event this equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's liability shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"
 Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Customs Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, [IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES]"
 Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless such changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE _____ (COMPANY NAME)

CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____

DRIVER _____
 PAYMENT OF CHARGES _____

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a lawsuit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

STRAIGHT BILL OF LADING-SHORT FORM

RECEIVED, subject to the individually determined rates or contract(s) that have been agreed upon between the carrier and shipper, if applicable rules established by carrier and available to shipper, on request, that are in effect on the date of the issue of the Bill of Lading.

AT: KDC KENNESAW GA
 LOADED BY SHIPPER
 From: MARS CHOCOLATE NORTH AMERICA

SMLU -
 TRAILER
 SEAL

56

ORIGINAL-NOT NEGOTIABLE-CARRIER COPY

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which is being carried by the carrier in possession of the property under the contract, agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier or to any of said property over all or any portion of said route to destination, and as to each party at any time, marked or as to any of said property, this carrier agrees to be performed Domestic Straight Bill of Lading and form: 1) in Uniform Freight Classification in effect on the date hereof, if it is a rail or a rail-water shipment, or 2) in the applicable motor carrier classification. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the class location which governs the transportation of this shipment, and the cost for himself and his assignee.

CONSIGNEE TO: MASTER BILL OF LADING: 503384765M
 TOP BRANDS INT.
 COCOSOLITO, COLON 4 ALTOS
 DESTINATION: PANAMA, .. I PAN

TO BE
 MARS
 CASS
 P. O.
 ST. L
 ATT:

FLORIDA EAST COAST RAILWAY

SMLU 546844 - SMLC 142744

INGATE: JACKSONVILLE, FL
 DATE/TIME: 06/23/2015 00:33

FINAL DEST: MIAMI, FL
 SHIPPER: SEAMARINEMIA
 L/E: LOAD
 TRUCKER: PORS TAG NO: 83

SEAL: 1. 320242
 2.

LENGTH: 40 HEIGHT: 0
 WEIGHT: 40000 T/C: T

PARK AT: CR4 N
 RAILCAR:

HAZMAT: N

HUBMETER:
 CHECKED BY: bowgac

RCD DEFECTS:
 00-NO DEFECTS

DAMAGE:

- Current-
- Scratched Side sheet - RSRT
- Scratched Side sheet - RSRB
- Dented Side sheet - RSFB
- Scratched Corner post - LS
- Scratched Corner post - RS
- Scratched Side sheet - LSRT
- Dented Side sheet - LSRB
- Scratched Side sheet - LSFT
- Dented Side sheet - LSFB
- Bent I.C.C. bumper

DATE DELIVERED

CONSIGNEE SIGNATURE:

RECD BY

NAME OF RECEIVING CARRIER:

AGENT OR DRIVER
 COMBINE REQUESTED / CARRIER PROVIDES UNLOADING / SORT AND RESHEDULE SERVICE YES NO

Maintain temp
 at 60F +/- 10F
 Advised trailer
 setpoint is 60F

**SHIPMENT RECEIVED
 IN GOOD CONDITION
 EXCEPT AS NOTED
 ON THIS STRAIGHT
 BILL OF LADING.**

THIS IS TO CERTIFY THAT THE ABOVE MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION

CUST. NO.	PURCHASE ORDER NO.	SHIPPER'S NO.	
0010208346	15-1768111-12 B	5600108273	
QUANTITY	MATERIAL CODE	*WEIGHT (SLB. TO COR.)	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS
126	10040000322525/10115313	4189	SN KS 24CT 6CS
144	10040000424311/10115486	7219	SN SINGLES 1. 8
36	10040000012310/M0123102	1667	M&MS MILK CHOC
36	10040000012327/M0123202	1756	M&MS PEANUT SI
108	10040000044014/M0440100	3967	MILKY WAY KING
112	10040000044311/M0443100	3730	M&MS MILK CHOC
192	10040000044328/M0443200	6687	M&MS PEANUT KI
168	10040000246036/M2460300	5712	3 MUSKETEERS M
200	10040000353871/M3538700	6278	TWIX CARAMEL W
36	10040000353918/M3539100	1672	TWIX CARAMEL S

B 14548

Driggers

↑ 1158 TOTAL CASES TOTAL WEIGHT 42877 ↑ TOTAL CUBE 1459 ↑

MMB001 (Rev 5/10)

PERMANENT POST-OFFICE

Mars Chocolate North America
 800 High Street
 Hackettstown, NJ 07840-1500

DRIVER SIGNATURE: *[Signature]*
 CARRIER NAME: _____
 PER PIECES: _____
 DATE: 6/23/15

V01.01



Booking Confirmation

6/19/15 MLCPEREZ

-- INTERCOBAL --

BOOKING DATE . . . : 6/15/15 @ 13:38:00 BOOKING ORDER . . : MIA 4130616 A
BOOKED BY : Jesus Intriago

FORWARDER : BDP INTERNATIONAL INC (112701)
CONTACT : Barbara Arreola
305/341-7120

SHIPPER : MARS CHOCOLATE NORTH AMERICA LLC (638017)
CONTACT : BARBARA
908/852-1000

PORT OF LOADING . . : MIAMI, FL, UNITED STATES
PORT OF DISCHARGE . : MANZANILLO, PANAMA
DESTINATION : MANZANILLO, PANAMA

VESSEL/VOYAGE . . . : MAIRA 43
EST SAIL DATE/PORT: 6/26/15 MIA
EST ARR. DATE/PORT: 7/01/15 MAN

ORDER TYPE : Full Load
MOVE TYPE : DOOR/YARD

COMMODITY : CONFECTIONARY
PRICING REFERENCE : SVC 2014 00909

FRT CONSOLIDATOR : PRO TRANSPORT INC REFERENCE :

LINE	EQUIPMENT	REQ SIZE	REQ TYPE	REQ CLASS	LOAD?	HAZ?	SEALER STATUS	POUNDS	METRIC TONS
1		40	REF	CON			RUN 60 F		.00
2		40	REF	CON			RUN 60 F		.00
EQUIPMENT:							2	.00	.00

ALL PERSONS ENTERING RESTRICTED ACCESS AREAS OF THE PORT MUST HAVE A VALID TWIC (TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL). NO PERSONS UNDER THE AGE OF 18 WILL BE ALLOWED ENTRY.

SEABOARD MARINE STRONGLY RECOMMENDS THAT OUR CUSTOMERS CHECK AND VERIFY THE DRIVER PICKING UP THEIR CARGO BY PHYSICALLY CHECKING THE DRIVER'S TWIC AND PORT IDENTIFICATION CARD ("ID PHOTO") AS WELL AS, IF APPLICABLE, THE DRIVER'S SEABOARD MARINE PHOTO IDENTIFICATION. COMPARE THE ID PHOTOS WITH THE DRIVER, VERIFYING THE COMPANY NAME AND EXPIRATION DATE ON THE ID PHOTO. MAKE A PHOTOCOPY OF THE I.D. PHOTOS AND KEEP THE COPY WITH YOUR DOCUMENTATION REGARDING THE LOAD. WE ALSO SUGGEST THAT CUSTOMERS RECORD THE LICENSE PLATE NUMBER OFF THE TRUCKS AND NAME OF THE TRUCKING COMPANY FROM THE DOORS OF THE TRUCK. ALL COMMERCIAL VEHICLES MUST BE MARKED.

IF THERE IS ANY DOUBT, DO NOT RELEASE THE LOAD UNTIL AND UNLESS THE DRIVERS INFORMATION HAS BEEN VERIFIED THRU SEABOARD MARINE DISPATCH OFFICE.

SEABOARD MARINE REGRETS THAT WE CAN NO LONGER SUPPLY LINE SEALS TO OUR CUSTOMERS. WE ALSO CAN NOT ACCEPT CONTAINERS WHERE CUSTOMERS HAVE APPLIED PAD LOCKS IN LIEU OF A SEAL. OUR CUSTOMERS MUST USE THEIR OWN NUMBERED EMBOSSED SEAL. THANK YOU FOR YOUR COOPERATION.

**** CUSTOMER ADVISORY ****

CENSUS BUREAU REGULATIONS REQUIRE ELECTRONIC FILING OF SHIPPER'S EXPORT DECLARATION (SED) VIA THE AUTOMATED EXPORT SYSTEM (AES). THE USFPI IS REQUIRED TO PROVIDE THE EXPORTING CARRIER (SEABOARD) WITH PROOF THAT THE FILING HAS BEEN MADE AT LEAST 24 HOURS PRIOR TO LOADING OF THE CARGO ON THE VESSEL AT THE U.S. PORT. UNDER THE REGULATIONS, SEABOARD WILL BE PROHIBITED FROM LOADING CARGO IF CORRESPONDING PROOF OF FILING IS NOT RECEIVED WITHIN 24 HOURS OF SCHEDULED VESSEL LOADING. ANY PRESENTATION OF LATE DOCUMENTATION WILL RESULT IN YOUR CARGO NOT BEING LOADED.



Booking Confirmation

6/19/15 MLCPEREZ

-- INTERKODAL --

BOOKING DATE . . . : 6/15/15 @ 13:38:00
BOOKED BY : Jesus Intriago

BOOKING ORDER . . : MIA 4130616 A

DID YOU KNOW YOU CAN BOOK AND TRACK YOUR SHIPMENTS ON LINE?
VISIT WWW.SEABOARDMARINE.COM AND REGISTER TO OBTAIN YOUR PERSONAL
IDENTIFICATION CODE.

REQ SIZE/TYP/CLS : 40' REEFER CONTAINER
I/M MOVE TYPE : Truck(Over the Road)
TEMPERATURE . . : 60 F

DISPATCH INSTRUCTIONS

Spot to : ATLANTA BONDED WAREHOUSE
abw2500csr@atlantabonded.com
ALWAYS CALL AHEAD 4 APPT.
2500 COBB INTERNATIONAL BLVD.
KENNESAW GA 30144
REQUEST DATE : 6/22/15 @ 13:00
CONTACT . . : ALICIA GARNER (770) 795-4052
REMARKS . . : REF# 5600108273 (CALL 4 APPT)

REQ SIZE/TYP/CLS : 40' REEFER CONTAINER
I/M MOVE TYPE : Truck(Over the Road)
TEMPERATURE . . : 60 F

DISPATCH INSTRUCTIONS

Spot to : ATLANTA BONDED WAREHOUSE
abw2500csr@atlantabonded.com
ALWAYS CALL AHEAD 4 APPT.
2500 COBB INTERNATIONAL BLVD.
KENNESAW GA 30144
REQUEST DATE : 6/22/15 @ 14:00
CONTACT . . : ALICIA GARNER (770) 795-4052
REMARKS . . : REF.# 5600108274 (CALL 4 APPT)

THANK YOU!!

PRINTED: 6/19/15 11:13:10 MLCPEREZ

8744
99/136
(817)

B14557

BOOKING

10361949-2

NORTON LILLY INTERNATIONAL
PO BOX 1209
MOBILE, AL. 36633
Phone: 904-713-0150
Fax: 904-713-0136

JTS

Reference **SC14-170** Service Contract Booked by: MIRIAN (05/18/2015 @ 12:38 PM) Bill to: SHIPPER

Job Number: 00115050-02 Line: SEAFREIGHT LINE LTD. Vessel: VECHT TRADER Voyage: 06	Departure: 06/23/2015 Arrival: 07/06/2015	Origin: N.A. Loading: JACKSONVILLE, U.S.A. Discharge: PARAMARIBO, SURINAME Final Dest: N.A.
---	--	--

Attention: ELISA AUSTELL Phone: 770-382-5534	Trucker: SEATRUCK INC Container Yard: FLORIDA TRANSPORTATION SVCS
---	--

Shipper: 31314-1 PILGRIM'S PRIDE CORPORATION 1770 PROMONTORY CIRCLE GREELEY, CO. 80634 USA	Forwarder:
Phone: _____ Fax: _____ Shipper Ref: _____	Phone: _____ Fax: _____ Forwarder Ref: _____

OTH
B 14551

Consignee: 86156-0 CIRKEL DIRECT SALES N.V. WILHELMINA STRAAT 60-62 BV. PARAMARIBO, SURINAME	Notify: SAME AS CONSIGNEE
Phone: 597-425254 Fax: 597-425191	Phone: _____ Fax: _____

Qty.	Equipment	Spotting Date / Time	Move	Spotting Instructions / Remarks	Temperature
------	-----------	----------------------	------	---------------------------------	-------------

1 X 40RH			D/P	FROZEN POULTRY ** SPOTTING INSTRUCTIONS ** > LEG: 1 06/22/2015 08:00 AM AMERICOLD 215 INDUSTRIAL PARK ROAD CARTERSVILLE, GA 30121 PHONE: 770-382-5115 ORDER 20408213 PO 0615-11 DEL 820504910 OVERWEIGHT PERMIT REQUIRED	-17.8C
----------	--	--	-----	--	--------

1 X 40RH			D/P	FROZEN POULTRY ** SPOTTING INSTRUCTIONS ** > LEG: 1 06/22/2015 08:00 AM AMERICOLD 215 INDUSTRIAL PARK ROAD CARTERSVILLE, GA 30121 PHONE: 770-382-5115 ORDER 20408214 PO 0615-12 DEL 820504911 OVERWEIGHT PERMIT REQUIRED	-17.8C
----------	--	--	-----	--	--------

6/22 8:00 AM

OK per Veronica

1 X 40RH			D/P	FROZEN POULTRY SHIPMENT #2958601 ** SPOTTING INSTRUCTIONS ** > LEG: 1 06/22/2015 08:00 AM AMERICOLD	-17.0C
----------	--	--	-----	---	--------

PRO TRANSPORT JACKSONVILLE, INC.Tel #: (904) 899-0007
Fax #: (904) 900-2099All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393B/L No. 314551Driver's No. JARDate: 6/22/15**BILL OF LADING**

Consignor: PRO TRANSPORT (NAME) JAX FL. (ADDRESS) (CITY AND STATE)
 Consignee: SEA TRUCK (NAME) ATL GA. (ADDRESS) (CITY AND STATE)

Shipper instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L.

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		
	40' Flat Bed		
	40' Container	<u>TR108221590</u>	
	40' Bogle		
	20' Container		
	20' Bogle		
	<u>CHASE</u>	<u>9438710</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause with this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@\$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges	
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge
\$ _____ /		\$ _____ per		_____ Hours		_____		_____		_____	
each way	\$ _____ /	Ticket	\$ _____	@\$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature _____

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES

Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"

*Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"

Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under the bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE _____ (COMPANY NAME)

CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____

DRIVER [Signature]
PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month. If carrier is required to file a lawsuit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

**NO
T.I.R
NECESSARY**

RECEIVING LOAD <input type="checkbox"/>	EMPTY <input type="checkbox"/>	DELIVERING LOAD <input type="checkbox"/>	EMPTY <input type="checkbox"/>	IN <input type="checkbox"/>	OUT <input checked="" type="checkbox"/>	DATE	6-22-15
CONTAINER TRAILER NUMBER 010 3007-4		CHASSIS NUMBER 3112142001		SHIPPER SEAL NUMBER		TCI SEAL NUMBER	
BOOKING NUMBER 41306144	PORT	VESSEL & VOYAGE		BILL OF LADING NUMBER		SCALE WEIGHT	
LABEL	TRACTOR WEIGHT	CUSTOMS DOCUMENTS NUMBER		SEABOARD SEAL NUMBER			

FROM:	TO:
<i>Joe + Dan</i>	<i>B14552</i> <i>1001151111#</i> <i>578</i>
NAME (PRINT)	SIGNATURE

TRUCKING SECTION

SEABOARD TRUCKING CO.	OUTSIDE TRUCKING CO. FOR SEABOARD	OUTSIDE TRUCKING CO.
-----------------------	-----------------------------------	----------------------

TIME IN	TIME OUT	WAITING TIME	EXPLANATION
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EQUIPMENT SECTION

20'	40'	42'	45'	OT	F/B	HC	L. BOY	F. RACK	CONT	RACK	TRLR	REFR	OTHER
-----	-----	-----	-----	----	-----	----	--------	---------	------	------	------	------	-------

REEFER INFORMATION

RUNNING <input type="checkbox"/>	NOT RUNNING <input type="checkbox"/>	TEMP SETTING	PULP TEMP	FUEL LEVEL
----------------------------------	--------------------------------------	--------------	-----------	------------

INSPECTION SYMBOLS - TRAILER/CONTAINER

B - BROKEN	S - SCRATCH	M - MISSING	ND - NEW DAMAGE
C - CUT	D - DENT	H - HOLE	OMD - OLD MARKS & DAMAGE

LEFT SIDE RIGHT SIDE FRONT BACK TOP DOORS FLOOR CONTAINER INSIDE LOAD EMPTY

REMARKS:

14355552

TIR - B14552

FHWA NUMBER	YES <input type="checkbox"/>	NO <input type="checkbox"/>	LICENSE PLATE	STATE	EQUIP PLATE <input type="checkbox"/> YES <input type="checkbox"/> NO
-------------	------------------------------	-----------------------------	---------------	-------	--

INSPECTION SYMBOLS - TIRES		B - BALD	1/2 - 1/2 THREAD	N - NEW	P/R - PEELD RECAP
		F - FLAT	F - FOREIGN	R - RECAP	TIRE REPAIR NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO
TIRES	POSITION	CONDITION	POSITION	CONDITION	
	L.O. FRONT		R.C. FRONT		
	L.I. FRONT		R.I. FRONT		
	L.O. REAR		R.C. REAR		
	L.I. REAR		R.I. REAR		

I HEREBY CERTIFY THAT ON THE DATE STATED, I CAREFULLY INSPECTED THE EQUIPMENT DESCRIBED ABOVE AND THAT THIS IS A TRUE AND CORRECT REPORT OF THE RESULTS OF SUCH INSPECTION AND THAT POSSESSION OF SUCH EQUIPMENT WAS TAKEN ON BEHALF OF THE CARRIER OR ABOVE NAMED STEAMSHIP LINE AT THE PLACE AND DATE INDICATED. THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENTLY EFFECTIVE TRAILER INTERCHANGE CONTRACTUAL PROVISIONS BETWEEN ABOVE STEAMSHIP LINE AND THE ABOVE MENTIONED CARRIER.

TIR SIGNATURE	CONSIGNEE/SHIPPER SIGNATURE
TRUCKER SIGNATURE	NAME (PRINT) SIGNATURE

EQUIPMENT CONTROL

503384773

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
Fax #: (904) 900-2099

All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393

B/L No. B14552
Driver's No. J78
Date: 6/22/15

BILL OF LADING

DTM

Consignor: SEA TRUCK 4390 STACKRD (ADDRESS) ATLANTA GA (CITY AND STATE)
Consignee: Atlantic Bonded Whse (NAME) 2500 COBB INTERNATIONAL BLVD (ADDRESS) KENNESAW GA. (CITY AND STATE)

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		
	40' Flat Bed		
	40' Container	<u>EXR01380174</u>	<u>EMPTY</u>
	40' Bogle		
	20' Container		
	20' Bogle		
	<u>CHASE SMLC142401</u>		

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)
RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT
Consignee shall be fully responsible to Carrier for any loss of theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any item placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@\$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@\$ _____ /Hr.	\$ _____	\$ _____		\$ _____		\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____.

Shippers Signature

<p>RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading, from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.</p>	<p>"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS" "Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.</p>	<p>"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES" Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or charged unless said charges are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.</p>
--	---	---

CONSIGNEE _____ (COMPANY NAME) CARRIER: **PRO TRANSPORT JACKSONVILLE, INC.**

RECEIVED BY _____ DRIVER [Signature] PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

STRAIGHT BILL OF LADING-SHORT FORM

RECEIVED subject to the individually determined rates or contract(s) that have been agreed upon between the carrier and shipper, if applicable, rules established by carrier and available to shipper, on request, if not in effect on the date of the issue of the Bill of Lading.

AT: KDC KENNESAW GA
 LOADED BY SHIPPER
 From: MARS CHOCOLATE NORTH AMERICA

SMLU - 9
 TRAILER:
 SEAL:

FLORIDA EAST COAST RAILWAY

CXRU 138017 SMLC 142401

INGATE: JACKSONVILLE, FL
 DATE/TIME: 06/23/2015 00:52

FINAL DEST: MIAMI, FL
 SHIPPER: SEAMARINEMIA
 L/E: LOAD
 TRUCKER: PORS TAG NO: 78

SEAL: 1. 320223
 2.

LENGTH: 40 HEIGHT: 0
 WEIGHT: 40000 T/C: T

PARK AT: CR4 N
 RAILCAR:

HAZMAT: N

HUBOMETER:
 CHECKED BY: bowgac

RCD DEFECTS:
 00-NO DEFECTS

DAMAGE:
 Current-
 Scratched Side sheet - RSRB
 Scratched Side sheet - RSFB
 Scratched Side sheet - LSRB
 Scratched Side sheet - LSFB

ORIGINAL-NOT NEGOTIABLE-CARRIER COPY

The property described below, in general good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said property, any portion or no portion in possession of the consignor, is being transported by the carrier to its usual place of delivery at said destination, it on its route otherwise to deliver to another carrier if all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every party to be so transported Domestic Shipment, Bill of Lading, set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification which governs the transportation of this shipment, and the said bill of lading and its assigns.

CONSIGNEE TO: TOP BRANDS INT.
 CACOSOLITO, COLON 4 ALTOS
 DESTINATION: PANAMA, 1 PAN

TO BE
 MARS C
 CLASS I
 P. O. B
 ST. LO
 ATTAC

CUST. NO.	PURCHASE ORDER NO.	SHIPPER'S NO.
0010208346	15-1768111-12	5600108274

QUANTITY	MATERIAL CODE	WEIGHT (SJB. TO COR.)	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS
126	10040000322525/10115313	4189	SN KS 24CT 6CS D
144	10040000424311/10115486	7219	SN SINGLES 1.86C
36	10040000012310/M0123102	1667	M&MS MILK CHOC 8
36	10040000012327/M0123202	1756	M&MS PEANUT SING
108	10040000044014/M0440100	3967	MILKY WAY KING 8
112	10040000044311/M0443100	3730	M&MS MILK CHOC K
192	10040000044328/M0443200	6687	M&MS PEANUT KING
168	10040000246036/M2460300	5712	3 MUSKETEERS MULTI-PIECE K
200	10040000353871/M3538700	6278	TWIX CARAMEL KS 3.020Z 24C
36	10040000353918/M3539100	1672	TWIX CARAMEL SNGL 1.790Z 3

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

DATE DELIVERED

CONSIGNEE SIGNATURE:

REC'D BY

NAME OF RECEIVING CARRIER
 AGENT OR DRIVER
 CONSIGNEE REQUESTED / CARRIER PROVIDE UNLOADING / SORT AND SHIP-REGATE SERVICE YES NO

Maintain temp at 60F +/- 10F
 Advised trailer setpoint is 60F

**SHIPMENT RECEIVED
 IN GOOD CONDITION
 EXCEPT AS NOTED
 ON THIS STRAIGHT
 BILL OF LADING.**

THIS IS TO CERTIFY THAT THE ABOVE MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

IN: 4/22 12:10pm
 Load Time: 14:00pm

2015 JUN 22 PM 6:21

(Huggan 5-78)

1158 TOTAL CASES 42877 TOTAL WEIGHT 1459 TOTAL CUBE

MNM001 (Rev 5/10)

PERMANENT POST-OFFICE

Mars Chocolate North America
 800 High Street
 Hackettstown, NJ 07840-1500

DRIVER SIGNATURE
 CARRIER NAME PER PIECES DATE 6/22/15

001.01

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
 Fax #: (904) 900-2099

All Payments must be made to:
 P.O. Box 821700
 Pembroke Pines, FL 33082-1700
 I.C.C. M.C. 881393

B/L No. **B14553**
 Driver's No. **598**
 Date: **6/22/15**

BILL OF LADING

Consignor: ATC WAREHOUSE MARSE (NAME) ATL GA. (ADDRESS) (CITY AND STATE)
 Consignee: FBC RAIL (NAME) JAX FL. (ADDRESS) (CITY AND STATE)

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer	13 23	
	40' Flat Bed		
	40' Container	CXRU1380174	
	40' Bogie		
	20' Container		
	20' Bogie		
	<u>C. WARE</u>	<u>SMC 142401</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)
RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT
 Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper 12:15 PM Left Shipper 6:20 AM Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature _____

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES
 Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by two owners for the lost, stolen or destroyed equipment. Consignee's liability shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"
 *Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Customs Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"
 Unless otherwise stated in writing by Carrier this shipment moves at the load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such changes reduced to writing and signed by an officer for Carrier and the consignee. Consignee/Consignor shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE _____ (COMPANY NAME)

CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____

DRIVER Michael Dyer
 PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the basis of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

Nicole Lacey

From: Gonzalez, Elomari <Elomari_Gonzalez@seaboardmarine.com>
Sent: Tuesday, June 30, 2015 1:15 PM
To: Nicole Lacey; Jacksonville
Subject: FW: DETENTION FOLLOW UP REQUEST / J78 / B14553 / CNTNR#: CXRU1380174 / BKNG: 4130616 / \$217.75
Attachments: 2015_06_30_12_34_55.pdf
Importance: High

Approve 50340

Regards,

Elomari Gonzalez Intemodal Clerk / Seaboard Marine 305-863-4710

From: Nicole Lacey [mailto:NLacey@protransportusa.com]
Sent: Tuesday, June 30, 2015 12:41 PM
To: DL MARDIV Extra Charges; Gonzalez, Elomari; Scott Powell; Jacksonville
Subject: DETENTION FOLLOW UP REQUEST / J78 / B14553 / CNTNR#: CXRU1380174 / BKNG: 4130616 / \$217.75
Importance: High

Hi Elomari,

We sent a 'head's-up' e-mail about this last week, but we now have the BOL from the driver, you will see this in your attachment above.

Thanks!!!

DETENTION

CUSTOMER: SEABOARD ...Atlanta Bonded Warehouse, Kennesaw Ga. To FEC JAX
CONTAINER: CXRU1380174
BOOKING: OR BILL OF LADING: 4130616
APPT DATE / TIME: 1:00 PM
TIME OF ARRIVAL: 12:15 PM
TIME OF DEPARTURE: 6:20 PM
CHARGE TYPE: DETENTION
AMOUNT PER HOUR: \$65.00
TOTAL: 3.35 HRS @ \$65.00 /HR = \$217.75
DESCRIPTION: DETENTION

Invoice Date: 09/25/2015

Invoice No. 34011

Batch No. 615

PROTRANSPORT JACKSONVILLE INC
 PO BOX 821700
 PEMBROKE PINES, FL 33082

Phone (904) 899-0007
 Fax (904) 900-2099

SEABOARD MARINE LTD
 8001 NW 79TH AVENUE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

Date	Description of Service	Amount	Total
09/14/2015	Container #: TGHU8875618 40FTHIGHCUBE SMLC409270 Booking # MIA4217829A Ref /Load # MIA4217829A IMPORT <input type="checkbox"/> BOL # B18882 (Load Delivery) From PRO JACKSONVILLE 11859 Camden Road Jacksonville FL To LOZIER CORPORATION 401 Taylor Street Scottsboro AL 501 miles@1.20 <div style="text-align: right;"> Transportation \$600.00 Fuel Surcharge \$126.00 </div>		
09/14/2015	BOL # B18883 (Empty Return) From LOZIER CORPORATION 401 Taylor Street Scottsboro AL To FEC JACKSONVILLE 6140 Phillips Hwy Jacksonville FL SEABOARD DETENTION APPROVAL CODE # 5020 <div style="text-align: right;"> Transportation \$600.00 Waiting Time \$408.25 Fuel Surcharge \$126.00 </div>		
Total Charges for Container No. TGHU8875618			\$1,860.25
TOTAL OF INVOICE			\$1,860.25

 Please remit to:
 PROTRANSPORT JACKSONVILLE INC
 PO BOX 821700
 PEMBROKE PINES, FL 33082
 Phone (904) 899-0007
 Fax (904) 900-2099

Invoice No. 34011

SEABOARD MARINE LTD
 8001 NW 79TH AVENUE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

PLEASE REMIT THIS STUB WITH YOUR PAYMENT FOR THIS AMOUNT

\$1,860.25



Booking Confirmation

9/11/15 MLCPEREZ

-- INTERCOBAL --

BOOKING DATE . . . : 9/03/15 * 9:25:57 BOOKING ORDER . . : MIA 4217829 A
BOOKED BY : MARIA BAYONA

CONSIGNEE : MATELEC SA (316966)

SHIPPER : SEABOARD SOLUTIONS INC (412197)
CONTACT : JANEISY
305/863-4432

PORT OF LOADING . . : MIAMI, FL, UNITED STATES
PORT OF DISCHARGE . : KINGSTON, JAMAICA
DESTINATION : PORT AU PRINCE, HAITI

VESSEL/VOYAGE . . . : GLUECKSBURG 24
EST SAIL DATE/PORT: 9/18/15 MIA
EST ARR. DATE/PORT: 9/21/15 RGT

ORDER TYPE : Full Load
MOVE TYPE : DOOR/DOOR

COMMODITY : FIXTURES
PRICING REFERENCE : QJO 959265

FRI CONSOLIDATOR : PRO TRANSPORT INC REFERENCE :

LINE	EQUIPMENT	REQ SIZE	REQ TYPE	REQ CLASS	ROADY	HASH	REEFER STATUS	POUNDS	METRIC TONS
1		40	DHC	CON					.00
				EQUIPMENT:		1		.00	.00

ALL PERSONS ENTERING RESTRICTED ACCESS AREAS OF THE PORT MUST HAVE A VALID TWIC (TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL). NO PERSONS UNDER THE AGE OF 18 WILL BE ALLOWED ENTRY.

SEABOARD MARINE STRONGLY RECOMMENDS THAT OUR CUSTOMERS CHECK AND VERIFY THE DRIVER PICKING UP THEIR CARGO BY PHYSICALLY CHECKING THE DRIVER'S TWIC AND PORT IDENTIFICATION CARD ("ID PHOTO") AS WELL AS, IF APPLICABLE, THE DRIVER'S SEABOARD MARINE PHOTO IDENTIFICATION. COMPARE THE ID PHOTOS WITH THE DRIVER, VERIFYING THE COMPANY NAME AND EXPIRATION DATE ON THE ID PHOTO. MAKE A PHOTOCOPY OF THE I.D. PHOTOS AND KEEP THE COPY WITH YOUR DOCUMENTATION REGARDING THE LOAD. WE ALSO SUGGEST THAT CUSTOMERS RECORD THE LICENSE PLATE NUMBER OFF THE TRUCKS AND NAME OF THE TRUCKING COMPANY FROM THE DOORS OF THE TRUCK. ALL COMMERCIAL VEHICLES MUST BE MARKED.

IF THERE IS ANY DOUBT, DO NOT RELEASE THE LOAD UNTIL AND UNLESS THE DRIVERS INFORMATION HAS BEEN VERIFIED THRU SEABOARD MARINE DISPATCH OFFICE.

SEABOARD MARINE REGRETS THAT WE CAN NO LONGER SUPPLY LINE SEALS TO OUR CUSTOMERS. WE ALSO CAN NOT ACCEPT CONTAINERS WHERE CUSTOMERS HAVE APPLIED PAD LOCKS IN LIEU OF A SEAL. OUR CUSTOMERS MUST USE THEIR OWN NUMBERED EMBOSSED SEAL. THANK YOU FOR YOUR COOPERATION.

**** CUSTOMER ADVISORY ****

CENSUS BUREAU REGULATIONS REQUIRE ELECTRONIC FILING OF SHIPPER'S EXPORT DECLARATION (SED) VIA THE AUTOMATED EXPORT SYSTEM (AES). THE USPEI IS REQUIRED TO PROVIDE THE EXPORTING CARRIER (SEABOARD) WITH PROOF THAT THE FILING HAS BEEN MADE AT LEAST 24 HOURS PRIOR TO LOADING OF THE CARGO ON THE VESSEL AT THE U.S. PORT. UNDER THE REGULATIONS, SEABOARD WILL BE PROHIBITED FROM LOADING CARGO IF CORRESPONDING PROOF OF FILING IS NOT RECEIVED WITHIN 24 HOURS OF SCHEDULED VESSEL LOADING. ANY PRESENTATION OF LATE DOCUMENTATION WILL RESULT IN YOUR CARGO NOT BEING LOADED.



Booking Confirmation

9/11/15 MLCPEREZ

-- INTERCOBAL --

BOOKING DATE . . . : 9/05/15 @ 9:25:57 BOOKING ORDER . . : MIA 4217829 A
BOOKED BY : MARIA BAYONA

DID YOU KNOW YOU CAN BOOK AND TRACK YOUR SHIPMENTS ON LINE?
VISIT WWW.SEABOARDMARINE.COM AND REGISTER TO OBTAIN YOUR PERSONAL
IDENTIFICATION CODE.

REQ SZ/TYP/CLS : 40' DRY HIGH CUPE CNTR
I/M MOVE TYPE : Rail

DISPATCH INSTRUCTIONS

Spot to : STORE DISPLAY- LOZIER
 : MARIA.VAZQUEZ@LOZIER.BIZ
 : 401 TAYLOR ST
 : SCOTTSBORO AL 35763
REQUEST DATE : 9/14/15 @ 7:00
CONTACT . . . : MARIA VASQUEZ (402) 457-8625
REMARKS . . . : SGS INSP/ON TIME PLS

THANK YOU!!

PRINTED: 9/11/15 8:54:05 MLCPEREZ

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
Fax #: (904) 900-2099

All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393

B/L No. B18882

Driver's No. J77
Date: 9-14-15

BILL OF LADING

Consignor: PRO JAX (NAME) (ADDRESS) (CITY AND STATE) JAX FL
Consignee: LOZIER CORP. (NAME) (ADDRESS) (CITY AND STATE) SCOTTSDORO AL

Shipper Instructions:

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		E1
	40' Flat Bed		MA
	40' Container	<u>TGHU 8875618</u>	P
	40' Bogle		T
	20' Container		Y
	20' Bogle		
	<u>CHASSIS</u>	<u>SMLC 409270</u>	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours		_____		_____		
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____		\$ _____		\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50c U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50c U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES

Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"

"Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"

Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE REFUSE TO SIGN
(COMPANY NAME)

CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____

DRIVER Joe Lane
PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

**NO
T.I.R
NECESSARY**

FREIGHT MANIFEST FROM:

Lozier Corporation
401 Taylor Street
Scottsboro, AL 35768
(800) 228-9882

TGH4

Seaboard
CARRIER: CONTAINER
DATE: 09/14/2015

TRAILER NUMBER: 8875618

ORDERS ON THIS TRAILER ARE:

47942000000
47942000200

*app. 7:00am
in 6:50am
out 3:17pm*

MANIFEST TOTALS:

SHIPMENTS: 1
PIECES: 1113
WEIGHT: 39330.059

SEAL # 83350705

SHIPPER SIGNATURE *[Signature]*

DATE: 09/14/15

CARRIER SIGNATURE _____

TIME: 15:14

DATE 9/14/15

Shipments listed on this manifest are subject to the terms and conditions of the Uniform Straight Bill Of Lading, as set forth by the NMFC, and by the applicable contract, tariffs, and classifications in effect on the pickup date. Collect shipments are being tendered subject to section 7 of conditions of applicable bill of lading and shall be delivered to the consignee without recourse on the consignor.

PRO TRANSPORT JACKSONVILLE, INC.

Tel #: (904) 899-0007
Fax #: (904) 900-2099

All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 881393

B/L No. B18883

Driver's No. J77
Date: 9-14-15

BILL OF LADING

Consignor: LOZIER CORP (NAME) (ADDRESS)
Consignee: FEC JAX (NAME) (ADDRESS)
Shipper Instructions: _____

SCOTTSDALE AL (CITY AND STATE)
JAX FL (CITY AND STATE)

Received subject to the classification and tariffs in effect on the date of issue of this B/L

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		5
	40' Flat Bed		3
	40' Container	<u>T4HU 8875618</u>	3
	40' Bogle		5
	20' Container		0
	20' Bogle		7
	<u>CHASSIS</u>	<u>SMILC 409270</u>	5

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)

RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper 6:50am Left Shipper 3:17 pm Arrived Consignee _____ Left Consignee _____

WAITING TIME (@ \$ /hour) AT Shipper Consignee _____

Authorized By: 6:28 hrs of detention (Shipper signature on separate sheet) Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50c U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50c U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES

Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owner; for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"

"Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Customs Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"

Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of the bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this cause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE REFUSE TO SIGN (COMPANY NAME) CARRIER: PRO TRANSPORT JACKSONVILLE, INC.

RECEIVED BY _____ DRIVER Jac [Signature]
PAYMENT OF CHARGES _____

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

CONTAINER NUMBER: TGH08875618

CHARGE AMOUNT: N/A

Thanks for all of your help!!!!

-Nicole Lacey

Nicole Lacey

From: Gonzalez, Elomari <Elomari.Gonzalez@SEABOARDMARINE.COM>
Sent: Tuesday, September 22, 2015 2:51 PM
To: Nicole Lacey
Cc: Jacksonville
Subject: FW: **DETENTION** 09.14.15 / J77 JOE TERRELL / B18883 / CNTNR#: TGHU8875618 / BKNG#: 4217829 /
Attachments: 2015_09_15_08_16_11.pdf

Good afternoon,

Approve #5020

Regards,

* Approved 9/22/15 *

Elomari Gonzalez Intermodal Clerk / Seaboard Marine 305-863-4710

From: Nicole Lacey [mailto:NLacey@protransportusa.com]
Sent: Tuesday, September 15, 2015 8:29 AM
To: DL MARDIV Extra Charges; Gonzalez, Elomari
Cc: Jacksonville
Subject: **DETENTION** 09.14.15 / J77 JOE TERRELL / B18883 / CNTNR#: TGHU8875618 / BKNG#: 4217829 /

Good Morning Elomari,

Yesterday I had to step out of the office a few times and handle some things. During that time, we had a driver go into detention. Eric sent an e-mail about this, so I wanted to follow up. If you have any questions or concerns, please advise.

DETENTION

CUSTOMER: SEABOARD
CONTAINER: TGHU8875618
BOOKING: OR BILL OF LADING: BKNG#: 4217829
APPT DATE / TIME: 09.14.15 7:00 A.M.
TIME OF ARRIVAL: 6:50 A.M.
TIME OF DEPARTURE: 3:17 P.M.
CHARGE TYPE: DETENTION
AMOUNT PER HOUR: \$65 / HOUR
TOTAL: 6.28 HRS @ \$65 / HOUR = \$ 408.20
DESCRIPTION: DETENTION

Below, is a preview of the e-mail Eric sent yesterday @ 10:28 a.m.....

Please note that driver is in detention as of 9:00AM Central Time.

CHARGE TYPE: DETENTION
BOOKING OR BILL OF LADING NUMBER: MIA4217829A

Invoice Date: 01/06/2016

Invoice No. 84113

Batch No. 1008

PRO TRANSPORT INC
PO BOX 821700
PEMBROKE PINES, FL 33082

Phone (305) 884-4186
Fax (305) 884-6254

SEABOARD MARINE LTD
8001 NW 79TH AVE
ATTN INTERMODAL DEPT
MIAMI, FL 33166

Date	Description of Service	Amount	Total
12/29/2015	Container #: SMLU2540690 20FTDRY TTLZ222013 Booking # 4282686 Ref /Load # 4282686 IMPORT <input type="checkbox"/> BOL # B435642 (Load Delivery) From SEABOARD MARINE 1630 Port Blvd Miami FL To KEY CARGO MARINE INC 9400 Busch Drive Xt 2601 Jacksonville FL 370 MILES 1.20 <div style="text-align: right;"> Transportation \$444.00 Fuel Surcharge \$71.04 </div> <div style="text-align: right;"> Total Charges for Container No. SMLU2540690 </div>		\$515.04
TOTAL OF INVOICE			\$515.04

Please remit to:
PRO TRANSPORT INC
PO BOX 821700
PEMBROKE PINES, FL 33082
Phone (305) 884-4186
Fax (305) 884-6254

Invoice No. 84113

SEABOARD MARINE LTD
8001 NW 79TH AVE
ATTN INTERMODAL DEPT
MIAMI, FL 33166

PLEASE REMIT THIS STUB WITH YOUR PAYMENT FOR THIS AMOUNT

\$515.04



Booking Confirmation

12/28/15 MLCPEREZ

-- INTERMODAL --

BOOKING DATE . . . : 11/27/15 @ 11:42:47
BOOKED BY : Sozaima Martinez

BOOKING ORDER . . : MIA 4282686 B

DID YOU KNOW YOU CAN BOOK AND TRACK YOUR SHIPMENTS ON LINE?
VISIT WWW.SEABOARDMARINE.COM AND REGISTER TO OBTAIN YOUR PERSONAL
IDENTIFICATION CODE.

EQUIPMENT : SMLU8308065

REQ SIZE/TYP/CLS : 45'/102" WIDE DRY HC CNT
I/M MOVE TYPE : **Rail**
ACT SIZE/TYP/CLS : 45'/102" WIDE DRY HC CNT
GROSS WEIGHT : 62,320.00 lbs
CARGO WEIGHT : 51,760.00 lbs

SEALS : 0300914
KA
W238155

DISPATCH INSTRUCTIONS

Spot to : PHILLIPS 66 CO
125 COLEMAN BOULEVARD
POOLEY GA 31408

REQUEST DATE : 11/25/15 @ 13:00
CONTACT . . . : ERIC NOVELLI (912) 233-9286
REMARKS . . . : ORDER#246046484

EQUIPMENT : SMLU8313729

REQ SIZE/TYP/CLS : 45'/102" WIDE DRY HC CNT
I/M MOVE TYPE : **Rail**
ACT SIZE/TYP/CLS : 45'/102" WIDE DRY HC CNT

DISPATCH INSTRUCTIONS

Spot to : PHILLIPS 66 CO
110 FORBES ROAD
SAVANNAH GA 31404

REQUEST DATE : 12/25/15 @ 9:00
CONTACT . . . : DAVE STRACKER (912) 790-8025
REMARKS . . . : RE SPOT NO APP NEED DROP

EQUIPMENT : SMLU2540690

REQ SIZE/TYP/CLS : 20' DRY CONTAINER
I/M MOVE TYPE : **Rail**
ACT SIZE/TYP/CLS : 20' DRY CONTAINER

DISPATCH INSTRUCTIONS

Spot to : KEY CARGO MARINE INC
9400 BOSCH DRIVE
XC 280
JACKSONVILLE FL 32218

REQUEST DATE : 12/25/15 @ 9:00
CONTACT . . . : KELIE ALEXANDER (954) 360-6900
REMARKS . . . : RE SPOT & EMPTY RETURN

THANK YOU!!



Booking Confirmation

12/28/15 MLCPEREZ

-- INTERMODAL --

BOOKING DATE . . . : 11/27/15 @ 11:42:47 BOOKING ORDER . . : MIA 4282686 B
BOOKED BY : Sozaima Martinez

CONSIGNEE : MANUEL ARSENIO URENA CXA (78103)
809/582-1151

SHIPPER : AQUA GULF TRANSPORT INC (229282)
CONTACT : ROSENDY
954/360-6900

PORT OF LOADING . . : PORT EVERGLADES, FL, UNITED STATES
PORT OF DISCHARGE . : RIO HAINA, D.R., DOMINICAN REPUBLIC
DESTINATION : RIO HAINA, D.R., DOMINICAN REPUBLIC

VESSEL/VOYAGE . . . : PAVO J 66
EST SAIL DATE/PORT: 1/06/16 VSC
EST ARR. DATE/PORT: 1/09/16 RHA

ORDER TYPE : Full Load
MOVE TYPE : DOOR/YARD

COMMODITY : L'ERICANTS NON HAZ
PRICING REFERENCE : SVC 2015-02455

FRI CONSOLIDATOR : PRO TRANSPORT INC REFERENCE :

LINE	EQUIPMENT	REQ SIZE	REQ TYPE	REQ CLASS	LOADY	HAZY	REEFER STATUS	POUNDS	METRIC TONS		
2	SMLU 630806	5	45	DWH	CON			63220.00	28.67		
3	SMLU 631372	9	45	DWH	CON				.00	EQUIP SUB	
4	SMLU 254069	0	20	DRY	CON				.00	EQUIP SUB	
EQUIPMENT:								3	63220.00	28.67	

ALL PERSONS ENTERING RESTRICTED ACCESS AREAS OF THE PORT MUST HAVE A VALID TWC (TRANSPORTATION WORKER IDENTIFICATION CARD/CRDINAL). NO PERSONS UNDER THE AGE OF 18 WILL BE ALLOWED ENTRY.

SEABOARD MARINE STRONGLY RECOMMENDS THAT OUR CUSTOMERS CHECK AND VERIFY THE DRIVER PICKING UP THEIR CARGO BY PHYSICALLY CHECKING THE DRIVER'S TWC AND PORT IDENTIFICATION CARD (ID PHOTO) AS WELL AS, IF APPLICABLE, THE DRIVER'S SEABOARD MARINE PHOTO IDENTIFICATION. COMPARE THE ID PHOTOS WITH THE DRIVER, VERIFYING THE COMPANY NAME AND EXPIRATION DATE ON THE ID PHOTO. MAKE A PHOTOCOPY OF THE I.D. PHOTOS AND KEEP THE COPY WITH YOUR DOCUMENTATION REGARDING THE LOAD. WE ALSO SUGGEST THAT CUSTOMERS RECORD THE LICENSE PLATE NUMBER OFF THE TRUCKS AND NAME OF THE TRUCKING COMPANY FROM THE DOORS OF THE TRUCK. ALL COMMERCIAL VEHICLES MUST BE MARKED.

IF THERE IS ANY DOUBT, DO NOT RELEASE THE LOAD UNTIL AND UNLESS THE DRIVERS INFORMATION HAS BEEN VERIFIED THRU SEABOARD MARINE DISPATCH OFFICE.

SEABOARD MARINE REGRETS THAT WE CAN NO LONGER SUPPLY LINE SEALS TO OUR CUSTOMERS. WE ALSO CAN NOT ACCEPT CONTAINERS WHERE CUSTOMERS HAVE APPLIED PAD LOCKS IN LIEU OF A SEAL. OUR CUSTOMERS MUST USE THEIR OWN NUMBERED EMBOSSED SEAL. THANK YOU FOR YOUR COOPERATION.

**** CUSTOMER ADVISORY ****
CENSUS BUREAU REGULATIONS REQUIRE ELECTRONIC FILING OF SHIPPER'S EXPORT DECLARATION(SED) VIA THE AUTOMATED EXPORT SYSTEM (AES). THE USPEI IS REQUIRED TO PROVIDE THE EXPORTING CARRIER (SEABOARD) WITH PROOF THAT THE FILING HAS BEEN MADE AT LEAST 24 HOURS PRIOR TO LOADING OF THE CARGO ON THE VESSEL AT THE U.S. PORT. UNDER THE REGULATIONS, SEABOARD WILL BE PROHIBITED FROM LOADING CARGO IF CORRESPONDING PROOF OF FILING IS NOT RECEIVED WITHIN 24 HOURS OF SCHEDULED VESSEL LOADING. ANY PRESENTATION OF LATE DOCUMENTATION WILL RESULT IN YOUR CARGO NOT BEING LOADED.

12/28/15 MLCPEREZ

Giny Sosa

From: Perez, Christian [Christian.Perez@seaboardmarine.com]
Sent: Monday, December 28, 2015 5:20 PM
To: Giny Sosa
Subject: FW: BOOKING CONFIRMATION MIA4282686B
Attachments: 4282686.PDF

4282686 Please have 2 drivers go to the port of Miami and pick up the below 2 loads and deliver to the addresses on the booking.

SMLU 831372
SMLU 254069

Thanks
Christian Perez
Seaboard Marine
Intermodal Supervisor
Christian_Perez@seaboardmarine.com

PRO TRANSPORT INC.

Tel #: (305) 576-5373
Fax #: (305) 576-9247

All Payments must be made to:
P.O. Box 821700
Pembroke Pines, FL 33082-1700
I.C.C. M.C. 340614

B/L No. 1756
Driver's No. 12/29/15
Date: 12/29/15

BILL OF LADING

Consignor: SEABOARD MARINE (NAME) (ADDRESS) (CITY AND STATE)
Consignee: KEY RABGO MARINE 9400 BOSCH RD JACKSONVILLE (NAME) (ADDRESS) (CITY AND STATE)
Shipper Instructions: BK MIA 4282686 B

Received subject to the classification and tariffs in effect on the date of issue of this B/L.

No. of Pkgs.	Description Of Articles	Unit Number	Empty or Seal No.
	40' Van Trailer		2
	40' Flat Bed		4
	40' Container		1
	40' Bogle		2
	20' Container <u>SMLO 2540690</u>		6
	20' Bogle <u>TT 12 222 013</u>		

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(SIGNATURE OF CONSIGNOR)
RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT
Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and containers) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

TIME: Arrived Shipper _____ Left Shipper _____ Arrived Consignee _____ Left Consignee _____

WAITING TIME (at \$ /hour) AT Shipper Consignee _____ Hrs. _____ Mins.

Authorized By: _____ Title _____

Transportation		Weight Ticket		Detention		Other Charges		Declared Value Charge		Total Charges
Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	Rate	Charge	
\$ _____ /		\$ _____ per		_____ Hours						
each way	\$ _____ /	Ticket	\$ _____	@ \$ _____ /Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (.50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (.50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is not more than \$ _____.

SHIPPERS CERTIFICATE

I do certify that the above described weighs _____ and consists of _____

Shippers Signature _____

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES
Consignee, from the time of acceptance of the equipment (including both chassis and containers) or trailer described in the bill of lading from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by Whichever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignee said consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

"IN BOND AND HAZARDOUS MATERIAL SHIPMENTS"
"Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary documents, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions."

"Special Conditions, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES"
Unless otherwise stated in writing by Carrier (the shipment moves, shipper's load, weight and count) and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced to writing and signed by an officer for Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment. Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under the bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

CONSIGNEE: Key Rabgo Marine (COMPANY NAME)

CARRIER: PRO TRANSPORT INC.

RECEIVED BY: _____

DRIVER: _____

PAYMENT OF CHARGES

All charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month, if carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum



Date: May 20, 2008

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

Agenda Item No. 14(A)(7)

From: George M. Burgess
County Manager

Resolution No. R-599-08

Subject: Resolution Authorizing Execution of Amended and Restated Terminal Agreement
between Miami-Dade County and Seaboard Marine, Ltd.

RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing the execution of an Amended and Restated Terminal Agreement ("Agreement") between Miami-Dade County ("County") and Seaboard Marine, Ltd., ("Seaboard") for marine terminal operations at the Port of Miami ("Port").

SCOPE

The Port of Miami is located within District 5 – Chairman Bruno A. Barreiro. The impact of this agenda item is countywide as the Port of Miami is a regional asset and generates employment for residents throughout all of Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

This Agreement will generate approximately \$13 million in annual revenues to the Port, of which \$9.6 million will be guaranteed. Current annual revenues from Seaboard to the Port are approximately \$9 million, of which only \$3.2 million are guaranteed. The guaranteed revenues shall increase annually at a weighted average rate of 4.1% throughout the Agreement's twenty-year initial term. This rate takes into consideration increases in Seaboard's annual commitments, based on the County's ability to meet its development obligations under the Agreement. The guaranteed revenues are a function of land rent and cargo throughput pledge.

Additionally, should the Board approve this Agreement, Seaboard will pay the County a one-time payment of \$15,000 per acre for Parcels A, B1, and B2, as shown on attached "Exhibit B", for a total of \$1,150,350, plus a one-time payment of \$500,000 to settle outstanding/disputed balances dating back to 1997. Over the life of the Agreement, the County is committing up to \$26 million in capital improvements to Seaboard's terminal area. These improvements are included in the Port's Five Year Capital Improvement Program. Funding for this commitment will come from future borrowings (to be paid from the additional revenues generated from this Agreement) and from federal and state grants.

Seaboard shall abide by Section 38 of the Agreement related to the County's Inspector General's review of this Agreement. However, it shall be exempt from the one quarter (1/4) of one percent (1%) fee assessment as this is considered a revenue generating contract.

TRACK RECORD/MONITOR

The Seaport Department staff members responsible for monitoring the Agreement are Juan Kuryla, Assistant Port Director, Maritime Services and Kevin Lynskey, Manager, Business Initiatives. Should the Board approve this Agreement and Seaboard pays the aforementioned \$500,000 settlement for disputed charges, Seaboard's accounts receivable will be current.

BACKGROUND

In 1983, Seaboard was formed for the purpose of providing ocean transportation services. Since its establishment, Seaboard has grown from 2 vessels serving Central America, to 40 vessels

servicing nearly 40 ports in more than 25 countries in the Caribbean, the United States, and Central and South America.

Seaboard's relationship at the Port began in 1987, with less than 20 acres of terminal space; and, from that time, Seaboard has continued to increase its cargo throughput in Miami. In 1998, the Board approved a 10 year (with two five year renewal options) volume-driven terminal agreement with Seaboard, which among other things, provided for (i) discounted tariff rates per each TEU in exchange for minimum guaranteed yearly throughput; (ii) approximately 55 acres of sub-conditioned land on the Port's south side as well as an additional 14 acres sublet from an existing cargo operator; (iii) preferential berthing along bays 148-172; and (iv) construction by the Port of certain capital improvements within Seaboard's terminal area to improve several acres of land. The Port has largely not lived up to its prior commitment to fund or effectuate terminal area improvements for Seaboard.

Seaboard averages 70 monthly sailings from the Port of Miami – by far the most of any cargo carrier at the Port. Since execution of the 1998 agreement, Seaboard's volumes have increased by almost 50% from 2.2 million tons (approx. 247,000 twenty foot equivalent unit ("TEU") containers to over 3.1 million tons (approx. 380,000 TEUs). These numbers represent more than 40% of the Port's current total cargo throughput. Seaboard's emphasis on exports has helped create and maintain a healthy balance of trade between the Port and Latin America and the Caribbean. This is an important factor toward the generation of jobs in the South Florida region. Approximately 80% of all exports at the Port of Miami are handled by Seaboard.

As the 1998 agreement is reaching conclusion of its initial ten year term (November 2008), and in an effort to avail Seaboard of the required space and infrastructure necessary to significantly grow its business at the Port, the parties wish to extend its relationship via the proposed Agreement. The term of the Agreement shall be for an initial twenty (20) year period, with two (2) five (5) year renewal options. Each renewal option shall be subject to a reappraisal of the land by independent appraisers using Florida's five (5) busiest container ports as comparables. Should the land appraisal determine an increase in the rental rate from the Year 20 or Year 25 rate, Seaboard shall commit to the new rate for the upcoming renewal period, plus up to 3% annual increases commencing on the first day of year two of the renewal option period. Should the appraisal determine a decrease in the land rental rate from Year 20 or Year 25, then Seaboard commits to continue paying the existing year's rent for the first year of the renewal option period plus up to 3% annual increases as stated above.

Such renewal option(s) shall be at Seaboard's election provided (i) their aggregate average TEU throughput per throughput acre for the final five (5) fiscal years of the initial term (for the first renewal option) or for the five (5) years of the first renewal option period (for the second renewal option) exceeds the aggregate average per acre TEU throughput for all Port cargo terminal operators combined during those same five (5) fiscal years or (ii) provided they have generated combined revenues to the Seaport of at least \$110 million during years 16-20 (for the first renewal option) and \$128 million during years 21-25 (for the second renewal option). Revenues from land rent, TEU throughput, harbor fees, and any new fees, if imposed on Seaboard throughout the term of the Agreement, shall count toward the \$110 and \$128 million sums. Revenues from these sources for FY 08-09 are estimated at \$11.45 million. Total revenues for FY 08-09 are estimated at \$13 million; of which \$9.6 million will be guaranteed. Crane and refrigerated plug usage fees as well as any utility or future capital development reimbursements, if any, shall not count toward the \$110 and \$128 million sums, as these fees may be reduced at

any time during the Agreement should Seaboard choose to utilize only their cranes or install their own refrigerated plugs.

The above \$110 and \$128 million thresholds were negotiated to protect the County during the out years of the Agreement, should significant, unforeseen changes in the industry occur and Seaboard's financial contribution to the Seaport turn downward toward their minimum guaranteed levels. These thresholds were calculated by escalating \$11.45 million by 4.1% compounded annually for twenty and twenty-five years. When compounded, the sum of the revenues for years 16-20 is \$113 million, while the sum for years 21-25 is \$138 million. Through negotiations, the parties agreed on \$110 and \$128 million, respectively. In effect, this mechanism requires Seaboard to generate at least 15% more revenue to the Port than its guarantee during the last five years of the Agreement and 10% more during the first renewal period for them to have unilateral renewal options. Should Seaboard not meet these revenue thresholds, the option(s) would then be exercised upon mutual consent and either party may terminate or endeavor to renegotiate any terms of the Agreement. Should the latter occur, the renegotiated agreement would be brought back for the Board's consideration. During the initial 20 year term and each renewal period, if exercised, Seaboard agrees to abide by the terms and rates shown on "Exhibit A".

Additionally, among other things, the Agreement provides for Seaboard to:

- Commit to an annual minimum throughput guarantee of 4,000 TEUs per acre with 2% (non-compounded) yearly growth, except for years six (6) through fifteen (15) of the Agreement as a stabilization period, after which the growth percentage resumes. However, almost concurrent with the commencement of this stabilization period, Seaboard's annual minimum throughput guarantee shall increase by 18% as the improvements to the land defined as Parcels B1 and B2 on "Exhibit B" are anticipated to be completed; thereby providing for the designation of such land as throughput acres and increasing the total throughput acres from 65 to 76.69. This stabilization period was agreed to by the Port as a result of the high initial throughput commitment agreed to by Seaboard. The 4,000 TEU per acre throughput guarantee is close to 80% of Seaboard's existing volume at the Port and significantly exceeds similar industry pledges which are closer to 60% of actual volumes. Notwithstanding this, the Port will still be guaranteed growth throughout this period as a result of the aforementioned conversion of 11.69 acres of current non-usable land to throughput acres. Presently, Seaboard greatly exceeds its minimum 2,000 TEU per acre guarantee. For FY 2007, Seaboard averaged approximately 5,100 TEUs per acre on its approximate 70 acres of land. This throughput figure is the highest at the Port of Miami;
- Pay the following per TEU throughput rates for dockage and wharfage combined: \$24.00 for the first 4,000 TEUs per acre, \$15.00 for TEUs 4,001 – 5,000, \$12.00 for TEUs 5,001 – 6,000, and \$10.00 for all TEUs above 6,000 TEUs per acre. These rates will escalate at a rate of 3% compounded annually commencing on October 1, 2009, as shown on "Exhibit A". This tier structure provides rate incentives for Seaboard to handle additional volume through its Miami terminal as it will generate additional revenues for them and the Port. These rates, in conjunction with the capital improvements committed under this Agreement will position both parties for significant growth and maximum utilization of the land;
- Pay \$1.00 land rent per square foot throughout its terminal area for Parcels A, B1, B2, and C as defined on "Exhibit B". This rate shall escalate up to 3% compounded yearly

commencing on October 1, 2009, through the 20th year of the Agreement. This component of the deal is the largest concession gained by the Port during negotiations and will account for more than 90% of the additional revenues generated under the terms of this Agreement. In return for this new recurring revenue, and due to the existing condition of the terminal area, the Port agreed to the length of the initial term and to fund the infrastructure improvements listed on "Exhibit C". Seaboard currently does not pay land rent;

- Contribute up to \$5 million towards the improvements defined on "Exhibit C", as well as other capital projects to be paid solely by Seaboard such as maintenance and repair buildings and cargo inspection facilities;
- Pay the Port a one-time infrastructure improvement fee of \$15,000 per acre for 76.69 acres for Parcels A, B1, and B2 shown on "Exhibit B" for a total of \$1,150,350;
- Pay a termination fee of \$20 million should Seaboard desire to terminate the Agreement on or before September 30, 2013; \$15 million should they desire to terminate after September 30, 2013, but on or before September 30, 2028; or \$9 million should they desire to terminate after September 30, 2028. The County, however, does not have a reciprocal provision within the Agreement;
- Pay an assignment fee of \$250,000 for each year remaining on the Agreement and any renewal period(s) should Seaboard elect to assign this Agreement to an entity that is neither a wholly-owned subsidiary nor affiliate of Seaboard. Such transfer or assignment shall require written consent by the County, which shall not be unreasonably withheld. Should Seaboard elect to assign this Agreement to a wholly-owned subsidiary or affiliate, it may do so upon notice to, but without prior consent of, the County; and without any assignment fee;
- At the County's request, reduce its terminal area if Seaboard's aggregate actual TEU throughput for three years falls short of its aggregate minimum guaranteed TEU throughput for those three years for reasons other than force majeure as described on the Agreement or an action by the County that is reasonably judged by the Port Director to have reduced by 10% or more Seaboard's ability to meet its minimum annual TEU guarantee. Should such a reduction take place, the minimum guaranteed TEU throughput shall be adjusted downward and the land rent shall not be payable for that land which was removed from their terminal area; and
- Pay \$1.35 per day for each County refrigerated container outlet (112 total) within their terminal area – whether utilized or not up until such time the outlets are removed.

Furthermore, Seaboard agrees to pay the Port \$500,000 to settle disputed/undocumented charges dating back from 1997 through December 31, 2007, and related late fees through the effective date of the Agreement. These charges amount to approximately \$970,000, of which more than \$200,000 was incurred between 1997 and 1999. To avoid the reoccurrence of disputed charges reaching existing levels, the parties have agreed to create a joint accounts receivable committee to review this account on a bi-monthly basis.

In return, the County agrees to:

- Make available 81.19 acres of terminal area as shown on "Exhibit B";
- Provide preferential berthing rights for bays 149 to 182, as well as 1,000 feet of gantry berth space west of bay 135, provided Seaboard utilizes at least one operable and available gantry crane;

- Construct certain infrastructure improvements as defined on "Exhibit C", in accordance with the funding schedule also shown on same; and
- Allow for the establishment of a rent credit mechanism and a reduction of project funding by Seaboard should the Port not meet its construction commitments in accordance with the schedule shown on "Exhibit C"; as well as a pro-rata reduction of Seaboard's annual minimum throughput guarantee and temporary waiver of any land rent resulting from any force majeure act mentioned in Section 28 of the Agreement. Although the terms of the force majeure provision in the Agreement are consistent with those in similar Port contracts, it does provide, however, for the temporary reduction of Seaboard's annual commitments should any of the force majeure events occur, which includes any event beyond Seaboard's reasonable control. Likewise, this provision also affords the County relief from its obligations should any event beyond the County's control occur.

Should the County complete each phase of the improvements by its target date indicated in "Exhibit C", Seaboard agrees that it will pay the County \$1 million for each phase upon final acceptance of the work by both parties for that defined phase. Should the County fail to complete any phase by its target date indicated in "Exhibit C", then Seaboard will reduce its \$1 million payment by \$100,000 for every month past the target date the respective phase remains uncompleted. If any phase is completed more than ten (10) months past its target date, then Seaboard will not make any payment towards the respective phase.

Failure by the County to complete construction of any phase by its target date as indicated in "Exhibit C" will trigger a temporary land rental rate reduction for the impacted acreage until improvements are completed as follows: a thirty-three percent (33%) rent reduction for a phase completed up to ten (10) months after its target date, a sixty-six percent (66%) rent reduction for a phase completed up to twenty (20) months after its target date, and a one hundred percent (100%) rent reduction for a phase completed up to thirty (30) months after its target date. In addition to these land rental rate reductions, failure by the County to complete construction of any phase indicated in "Exhibit C" within thirty (30) months of its target date will reduce the acreage upon which the minimum guaranteed TEU throughput is calculated for the uncompleted portion of the phase. The land rental rate reduction and the reduction of acreage from the minimum guaranteed TEU throughput calculation will remain in place until such time as individual phases are completed or until the County has completed its obligation as described in Section 7 of the Agreement, whichever occurs first.

The County has also committed to complete construction of a bulkhead adjacent to Seaboard's terminal area between bays 155 and 160 by December 31, 2010. Should the bulkhead project not be completed by June 30, 2011, the County commits to increase its maximum \$21 million contribution for the improvements shown on "Exhibit C" by \$1 million, plus additional \$1 million increments for every additional six month period which the project completion date is delayed, up to a maximum of \$5 million. These funds will only be utilized if the costs for the "Exhibit C" improvements exceed the \$21 million cap; potentially increasing the County's maximum contribution to \$26 million. To ensure adherence with the construction deadline for the bulkhead and "Exhibit C" projects, the Port will assign an existing senior level person to track and expedite, on a full-time basis, the progress of these projects.

It is worth noting that the majority of the projects in "Exhibit C" are the improvements which the Port committed to construct under the 1998 Agreement; and, as previously stated, were not completed. These types of infrastructure improvements (drainage, paving, RTG runways) as well as waterside enhancements, such as the bulkhead project, are typically funded by landlord

ports as is the case with the Port of Miami. Portions of the new land rent generated under this Agreement as well as anticipated grants will be utilized to fund these budgeted capital costs. The \$1.00 per square foot land rent is approximately twice the amount generated at competing ports for similar type land utilized for container handling terminal operations. Upon completion of these improvements, the Seaboard terminal area will be in similar condition than that of the other two terminal operators at the Port and allow Seaboard to increase its throughput capacity by stacking containers higher and wider. Any additional throughput will directly increase Seaboard's revenues to the County.

Should the Board approve this Agreement, the Seaport will generate an additional \$3.53 million annually in land rent. Additionally, under the proposed agreement, all other Port charges, including crane rental rates, will be at Port of Miami Terminal Tariff No. 010 rates. This will eliminate Seaboard's current crane rentals discount of approximately twenty percent (20%) from the Tariff rate and generate an additional \$220,000 based on their existing crane rental usage. Additionally, the Port may implement a reasonable security fee on Seaboard, but only if the security fee is equitably implemented on all other Port cargo terminal operators whose terminals are fifteen (15) acres in size or greater. The security fee shall not be applied to Seaboard if the Port's operating security budget for any one fiscal year does not exceed \$22,000,000, compounded five percent (5%) annually at the start of each fiscal year commencing on October 1, 2008. The above provision also protects the County throughout the entire term of the Agreement in the event the Port incurs substantial increases in security costs; as has occurred following the events of September 11, 2001. Since FY 2001, the Port's operating security costs have increased from approximately \$4.1 million to \$20.1 million (\$19.3 million for FY 08-09) as a result of new security requirements imposed by federal and state agencies.

As a point of reference, it is also important to note that the term of such terminal agreements in the maritime industry is determined by taking into consideration several factors including a terminal operator's operational requirements and the amount of funds it plans to spend for capital investment in leasehold improvements as well as the ability of a port to manage its capacity and long term development. One of the recent practices of the industry has been for major financial institutions, as well as investment/infrastructure firms, to buy into long term leases at major ports for the steady returns achieved through these types of operations. It has also been common practice over the last 20-25 years for terminal operators to enter into long term lease agreements with ports in order to conduct their cargo handling operations. Terminal operators with lease agreements containing terms of at least twenty-four years include Crowley (Port Everglades), APM Terminals (Jacksonville and Los Angeles), Maersk Container Service Company (Port Authority of New York and New Jersey), Seaboard Marine (Ports of New Orleans and Houston), CMA CGM (Port of Mobile), and many others. Leases of twenty plus years are desired by terminal operators as they generally are responsible for solely funding related long-term assets such as gate and security structures, maintenance and repair facilities, and in-terminal cranes or handling equipment as will be the case with Seaboard.

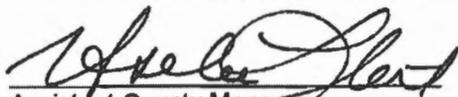
The term of the negotiated Agreement provides for (i) certainty and predictability regarding the utilization of the Port's facilities and income streams; (ii) a continuous revenue stream that will assist the Port in its efforts to borrow money to finance capital improvement projects (the dependable revenue flow provides lenders more confidence that the Port has a stable and reliable financial base); and (iii) the tenant's (in this case Seaboard) eventual consent to contribute funds towards infrastructure and capital improvement projects to enhance their cargo handling operations in their terminal area - easing the investment burden on the Port.

A possible drawback to a port entering into a long term terminal agreement is that it could be locked in, for an extended period of time, with an income stream that may not reflect future market conditions. However, this possibility would only occur if the escalation clauses in the long term agreement were too low and did not allow for prudent periodic market rate adjustments. The Agreement has addressed this concern by providing competitive annual rate adjustments as follows: (i) minimum throughput guarantee (2% increase - except for the stabilization period during years six through fifteen, after which the growth percentage resumes); (ii) TEU throughput rates for dockage and wharfage combined (3% increase compounded annually-commencing on October 1, 2009); and (iii) land rent (up to 3% increase compounded annually) plus the conversion of 11.69 acres of marginal land to productive land requiring Seaboard's annual TEU throughput commitment to increase by 18%, likely in 2013. Equally important, the Agreement provides for Seaboard to remain on Tariff for other Port charges, such as harbor fees and crane rentals (crane increases capped at 4% compounded annually) and allows for the Port to institute a security fee should a major unforeseen incident occur in the future. As previously stated, over the Agreement's twenty-year initial term, these escalation clauses will enable the Port's guaranteed revenues from Seaboard to increase annually at a weighted average rate of 4.1%. As a result, whenever the industry experiences a prolonged period of growth and profitability, the Agreement's annual rate escalations will further enable the Port to share in the upside of the business benefits reaped by Seaboard; while at the same time, safeguard the Port's revenue stream in the event of a downturn in the industry. The inclusion of the above provisions, along with the minimum revenue thresholds established to effectuate the renewal options, provide for a very solid business deal for the County, both in the short and long term. Approval of this Agreement will provide the Seaport with approximately \$4 million in additional annual revenues and the necessary financial incentives for Seaboard to increase its cargo volume at the Port of Miami. These additional funds will be critical in balancing the Port's budget for FY 2008-09 and beyond. Furthermore, this Agreement will also serve as the base for future port terminal agreements, whereby additional revenues from those existing today will be sought.

For 25 years Seaboard has maintained its headquarters in Miami-Dade County and currently employs more than 295 employees at its office in Medley, 396 employees at its Port facility, and contracts approximately 230,000 hours of annual longshoreman labor. In addition to these direct employment opportunities, Seaboard, with its focus on the Caribbean Basin and Latin America, has been a catalyst among the local freight forwarding, shipping, and international trade communities in making Miami the trade center it is today. It is estimated that Seaboard has a total economic impact of \$5 billion annually in Miami-Dade County. Seaboard's local economic impact and market placement makes them an extremely valuable business partner.

DELEGATION OF AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond those specified in the resolution. Although the Agreement provides for renewal option(s) and cancellation provisions, those are solely at Seaboard's election provided that they meet certain revenue thresholds as noted within this memorandum. Additionally, the Port Director may authorize adjustments to the boundaries of Seaboard's terminal area (not to exceed ten (10) acres) during and subsequent to the construction of improvements related to the Port Tunnel (Section 4 - Subsection G).


Assistant County Manager