

LICENSE AND OPERATING AGREEMENT

BETWEEN

PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS

AND

GRANITE STATE MINERALS INC.

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EXHIBITS TO LICENSE

Exhibit

- "A" STORAGE AREA
- "B" SCHEDULE OF TERMINAL CHARGES (effective January 24, 2017)
- "C" LIST OF ENVIRONMENTAL LAWS AND REGULATIONS
- "D" PDA-DPH "Tenant Security and Safety Guide"

## LICENSE

THIS LICENSE AND OPERATING AGREEMENT ("License") is made by and between the PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS ("PDA-DPH") 55 International Drive, Portsmouth, New Hampshire 03801 and GRANITE STATE MINERALS INC. ("GSM") - 134 Middle St., Suite 210, Lowell, MA 01852. (PDA-DPH and GSM may be referred to jointly as the "Parties".)

## RECITALS

A. PDA-DPH is an agency of the State of New Hampshire established pursuant to RSA ch. 12-G, "Pease Development Authority", and is authorized to enter into this License pursuant to the provisions contained therein.

B. GSM is a Delaware corporation organized and existing under the laws of the State of Delaware and is registered to do business in New Hampshire.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, PDA-DPH and GSM hereby agree as follows:

## ARTICLE 1. STORAGE AREA

1.1. Description of Storage Area. PDA-DPH, for and in consideration of the fees and covenants herein specified to be paid and performed by GSM, hereby grants to GSM a non-exclusive license to use a three +/- (3 +/-) acre storage area (the "Storage Area" or "Premises"), as generally depicted on the attached **Exhibit A**, at the Market Street Terminal, 555 Market Street, Portsmouth, New Hampshire ("Terminal"); provided, however, that subject to the terms and conditions of this License the storage area may be relocated as assigned from time to time by the DPH Director within the existing paved area controlled by DPH, which shall be used only for the purpose of storing and transportation of rock salt for use in connection with GSM's contract for sale of road de-icing salt. The assignment of such alternate storage area(s) shall be made only as is required for the orderly operation of the DPH property, as determined by the PDA-DPH in its sole discretion.

1.2. Scale House and Truck Scale. PDA-DPH, for and in consideration of the fees and covenants herein specified to be paid and performed by GSM, hereby grants to GSM a non-exclusive license to use the scale house and truck scale located in the DPH facility (the "Scale House").

1.3. Main Wharf. PDA-DPH, for and in consideration of the fees and covenants herein specified to be paid and performed by GSM, hereby grants to GSM a non-exclusive license to use the Main Wharf for ship docking and cargo discharge (the "Main Wharf").

PDA-DPH agrees to accept vessel nominations by GSM to accommodate the docking of ocean going bulk carrier ocean and/or self-unloader vessels and the Salt in such vessels, provided there is no conflict with other previously scheduled vessels and the vessel is suitable to unload at the Subject Location, as determined by PDA-DPH. GSM will nominate each vessel a minimum of fifteen (15) days prior to arrival at the Terminal. PDA-DPH agrees to communicate the prevailing terminal conditions to the nominated vessel agents and GSM prior to accepting nominations.

1.4. DPH Common Use Areas. GSM shall have the right, in common with others, to use the common areas of the DPH facilities for ingress, egress and access to its Premises, the Scale House, and as required to exercise the non-exclusive rights granted to GSM under this License.

All of the foregoing facilities described in this Section 1.4 may be referred to collectively as the "DPH Common Use Areas".

1.5. All of the rights granted GSM to the areas and/or facilities described in Sections 1.1, 1.2, 1.3, and 1.4 shall be subject to the additional restrictions set forth in Article 9 and other pertinent provisions of this License.

## ARTICLE 2. CONDITION OF STORAGE AREA

2.1. GSM acknowledges that it has inspected the Storage Area and the DPH Common Use Areas, including all improvements and other facilities thereon, as of the date of execution of this License and that it has determined that the said Storage Area and DPH Common Use Areas are in apparent good and tenantable condition. GSM accepts said Storage Area and DPH Common Use Areas in their present condition and without any representation or warranty by PDA-DPH as to their condition or as to the use or occupancy which may be made thereof and without obligation on the part of PDA-DPH to make any alterations, repairs or additions to said Storage Area and the DPH Common Use Areas that has not been fully set forth in this License. Further, PDA-DPH shall not be responsible for any latent or other defect not known by PDA-DPH or change of condition in said Storage Area and DPH Common Use Areas, and the rent and fees hereunder shall in no event be withheld or diminished on account of any such defect nor any such change in their condition, nor, except as provided herein, for any damage occurring thereto.

## ARTICLE 3. TERM - COMMENCEMENT AND EXPIRATION

3.1. This License shall be for a base term of a one (1) year and six (6) month period from November 1, 2022 to April 30, 2024 ("Base Term"). GSM is granted three (3) one (1) year options to extend the License through April 30, 2027. This License shall commence on November 1, 2022 ("Term Commencement Date") and expire on April 30, 2024, unless terminated earlier or extended in accordance with the provisions of this License. Any extension of the term through exercise of an annual extension option shall be upon the same terms and conditions applicable to the Base Term, not including its duration, but subject to any applicable changes in fees as enacted from time to time by the PDA-DPH in accordance with the provisions of NHRSA 12-G and applicable state law.

3.2. All Licenses in excess of six months require the formal approval of the Pease Development



Authority Board of Directors ("Board"), which approval was granted by the Board on November 18, 2021.

3.3. PDA-DPH may terminate this License without cause or without penalty upon providing three hundred and sixty-five (365) days written notice delivered to GSM pursuant to the provisions of Article 17.

3.4. Unless the context clearly indicates otherwise when used in this License the phrase "term of this License" shall mean the Base Term plus any duly exercised allowable annual extensions thereof.

#### ARTICLE 4. STORAGE FEES - SCALE HOUSE FEES - TERMINAL CHARGES - GUARANTEED PAYMENT - UTILITIES - SECURITY - REPORTS

4.1. In consideration of the License herein granted, GSM agrees to pay PDA-DPH the following amounts during the term of this License. References to CPI shall mean the Consumer Price Index for All Urban Consumers applicable to the Boston area (all items 1982 - 1984 = 100) most recently published by the United States Department of Labor, Bureau of Labor Statistics prior to the commencement of the option term (the "Index"):

a) Storage Fees. During the Base Term of this License, GSM shall pay to PDA-DPH a monthly storage fee at an annual rate of \$63,000.00 per acre ("Storage Fee") for the Storage Area. The Storage Fee for each option term shall be the Storage Fee annual rate for the prior term plus an annual adjustment equal to the lesser of CPI or 3% per year.

The Storage Fee due under this Section 4.1 shall commence upon the Term Commencement Date. The annual Storage Area Rent shall be payable in each case in equal monthly installments, in advance on the first day of each month without offset in lawful money of the United States at the office of PDA-DPH or at such other address as PDA-DPH may hereafter designate. In addition, GSM agrees to pay when due, such other amounts that may be required to be paid as additional rent. GSM's storage fee obligation for any fractional portion of a calendar month at the beginning or end of the term of this License shall be a similar fraction of the rental due for an entire month.

b) Scale House Fee. During the Base Term of this License, GSM shall pay to PDA-DPH for non-exclusive use of the Scale House a monthly Scale House fee at the annual rate of \$12,000.00 ("Scale House Fee"). The Scale House Fee for each option term shall be the annual Scale House Fee rate for the prior term plus an annual adjustment equal to the lesser of CPI or 3% per year.

The Scale House Fee due under this Section 4.1 shall commence upon the Term Commencement Date. The Scale House Fee shall be payable in each case in equal monthly installments, in advance on the first day of each month without offset in lawful money of the United States at the office of PDA-DPH or at such other address as PDA-DPH may hereafter designate. In addition, GSM agrees to pay when due, such other amounts that may be required to be paid as additional rent. GSM's storage fee obligation for any fractional portion of a calendar month at the beginning or end of the term of this License

shall be a similar fraction of the rental due for an entire month.

c) Terminal Charges. During the Base Term of this License, GSM shall pay to PDA-DPH Terminal Charges, to include without limitation, dockage and wharfage, at rates established from time to time by the PDA-DPH. As of the Term Commencement Date, the Terminal Charges in effect are attached hereto as Exhibit B. PDA-DPH shall prepare and email to GSM an invoice setting forth terminal charges for each vessel. Terminal Charges shall be paid on or within thirty (30) days of the invoice date in the manner provided in Section 4.1(a) for the payment of any storage fees. In connection with PDA-DPH's right to dockage and wharfage, PDA-DPH shall have the right to review any applicable ship's manifest and documents including draft surveys.

d) Guaranteed Payment. For the Base Term, GSM agrees to provide PDA-DPH with minimum annual guaranteed revenue of \$675,000 to include dockage, wharfage, and storage area rental at an annual rate of \$63,000 per acre. For any extension period, GSM agrees to provide PDA-DPH with minimum annual guaranteed revenue of \$450,000 to include dockage, wharfage, and storage area rental at an annual rate of \$63,000 per acre as may be increased pursuant to Section 4.1.a.

e) Utilities. GSM agrees to pay for all utilities used at the Terminal in connection with GSM's operations including but not limited to water and electricity. No later than the 15<sup>th</sup> of each month PDA-DPH shall prepare and email to GSM an invoice setting forth the utility charges for the prior month. Charges shall be paid on or within thirty (30) days of the invoice date.

f) Security. PDA-DPH shall provide access control and security at the Terminal's main entrance and security lighting during regular business hours at no cost. Any additional security provided to GSM outside of the regular business hours, including Transportation Workers Identification Credential ("TWIC") escorts, shall be provided by PDA-DPH. GSM agrees to pay for the additional security based on the security rate established by PDA-DPH. No later than the 15<sup>th</sup> of each month PDA-DPH shall prepare and email to GSM an invoice setting forth the security charges for the prior month. Charges shall be paid on or within thirty (30) days of the invoice date. As used in this License, regular business hours are defined as 6:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

## ARTICLE 5. IMPOSITIONS

5.1. During the Term of this License, GSM shall pay when due, all taxes, charges, excises, license and permit fees, assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind and nature whatsoever, which during the term of this License are assessed or imposed upon or become due and payable thereof, or any personal property, equipment or other facility used in GSM's operations at the DPH (all of which taxes, charges, excises, fees, assessments and other governmental charges are hereinafter collectively referred to as "Impositions"). If, by law, any such Imposition is payable, or may at the option of GSM be paid in

installments, GSM may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Any Imposition relating to a fiscal period of the taxing authority a part of which period is included prior to the commencement of the term of this License, shall be prorated as between PDA-DPH and GSM so that GSM shall pay only the portion thereof attributable to any period during the Term. Notwithstanding the preceding paragraph, the Parties acknowledge that PDA-DPH shall have no right to assess any rentals, charges, fees or other obligations in PDA-DPH's proprietary capacity (as distinct from its governmental capacity) against GSM other than as specified or allowed in other sections of this License.

5.2. GSM covenants to furnish to PDA-DPH within fourteen (14) days of receipt of a written request from PDA-DPH, official receipts of the appropriate taxing authority, or other proof satisfactory to PDA-DPH, evidencing the payment thereof.

#### ARTICLE 6. SURRENDER OF STORAGE AREA AND SCALE HOUSE

6.1. On the expiration or termination of this License, GSM shall surrender to PDA-DPH the Storage Area and Scale House, including any improvements thereon, in the same or better condition as existed at the commencement of this License; free of all storage materials, and in good order, condition and repair; reasonable wear and tear excepted. GSM's obligation under this Article 6 shall survive the expiration or termination of this License.

#### ARTICLE 7. INSURANCE

7.1. A. Insurance. During the term of this License and Operating Agreement, GSM, its subcontractors and agents shall at their expense carry and maintain:

(i) Commercial General Liability insurance, including operating liability insurance against claims for personal injury, bodily injury, death or property damage, occurring upon, in or about the Storage Area and other portions of the DPH utilized by GSM including, without limitation, any improvements thereon and the common areas, sidewalks, streets, parking areas and passageways, such insurance to afford immediate minimum protection at the time of the Term Commencement Date, and at all times during the Term, to a limit of not less than Four Million Dollars (\$4,000,000.00) with respect to damage to property and Four Million Dollars (\$4,000,000.00) with respect to personal injury or death to any one or more persons.

(ii) Automobile liability insurance in and amount not less than One Million Dollars (\$1,000,000.00) combined single limit for owned, hired and non-owned automobiles;

(iii) Worker's compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this License;

(iv) Longshore and Harbor Workers Compensation Act insurance in such amounts as may be required in connection with GSM's operations and as required by State and Federal law;



(v) Environmental and Pollution liability insurance covering gradual and sudden & accidental events to a limit of not less than \$5,000,000.00 per occurrence.

7.2. All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this License, issued by insurers of recognized responsibility. The policies of insurance required in Section 7.1 shall be for the mutual benefit of PDA-DPH and GSM with PDA- DPH and the State of New Hampshire named as an additional insured. Upon the execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy required pursuant to this Article) GSM shall provide PDA-DPH with certificates of insurance setting forth requisite coverages and coverage amounts for each policy required pursuant to Section 7.1. The requirement to produce certificates of insurance shall be in lieu of producing copies of the underlying insurance policies.

7.3. All policies of insurance shall: a) with the exception of the workers compensation policy, name the PDA-DPH and the State of New Hampshire as additional insureds; b) with the exception of the workers compensation policy, include a waiver of subrogation in favor of PDA-DPH and the State of New Hampshire; c) be primary and non- contributing with respect to any coverages, self - insured or otherwise, carried by PDA-DPH and the State; and d) include a thirty day notice of cancellation provision, with the exception of circumstances involving the non-payment of a premium, in which case ten (10) days' notice will be accepted.

#### ARTICLE 8. PDA-DPH'S RIGHT TO PERFORM GSM'S COVENANTS

8.1. If GSM shall at any time fail to pay when due any Imposition or other charge or to pay for or maintain any of the insurance policies required under Article 7, or to make any other payment or perform any other act on GSM's part required by this License, then PDA-DPH, after ten (10) days' written notice to GSM (or, in case of any emergency, without notice, or with such notice as may be reasonable under the circumstances) and without waiving or releasing GSM from any obligation of GSM hereunder, may (but shall not be required to):

- (i) pay such Imposition or other charge, or
- (ii) pay for and maintain such insurance policies, or
- (iii) make such other payment or perform such other act on GSM's part to be made or performed as provided in this License and may enter upon the Storage Area for such purpose and take all such action as may be deemed or appropriate by PDA-DPH to correct such failure or GSM.

8.2. All sums so paid by PDA-DPH and all reasonable costs and expenses incurred by PDA- DPH in connection with the performance of any such act (together with interest thereon at the rate specified in Section 26.1 from the respective date(s) of PDA-DPH's making of each such payment or incurring of each cost or expenses) shall constitute additional rent payable by GSM under this License and shall be paid by GSM to PDA-DPH on demand.

#### ARTICLE 9. USE OF STORAGE AREA - OBLIGATIONS IN CONNECTION WITH SUCH USE

9.1. The purposes for which GSM may use the Storage Area are: Storage, sale, and transportation of rock salt.

Except as otherwise specifically provided herein, or otherwise consented to in writing by the PDA-DPH, the following terms and conditions shall be applicable to GSM's use of the Premises and Scale House:

1. The rights of Licensee under this License shall be subordinate to PDA-DPH's rights to manage the DPH facility and other common areas and roadways, which rights shall include, without limitation, the right to impose reasonable rules and regulations relating to use of the common areas and roadways and the right to add, delete, alter or otherwise modify the designation and use of all DPH facilities and parking areas, entrances, exits, roadways and other areas of the DPH, to the extent all of the foregoing are not part of the Premises; provided, however, that Licensee shall continue at all times to have reasonable access to and use of the Premises and the areas available for common use.

PDA-DPH may, at its sole discretion, authorize GSM to conduct any uses not expressly authorized under this License subject to the execution of an appropriate agreement which shall include a provision requiring the payment of established fees and charges that may be applicable to any such additional uses consented to by PDA-DPH. GSM is prohibited from any use of the Storage Area and DPH Common Use Areas not specifically granted in this Section 9.1.

GSM recognizes that the uses authorized in Section 9.1 are not granted on an exclusive basis and that PDA-DPH may enter into licenses, subleases or other agreements with other tenants or users at areas of the DPH, including any area not in actual use by GSM, for similar, identical, or competing uses. No provision of this License shall be construed as granting or authorizing the granting of an exclusive right.

PDA-DPH represents and warrants that it holds an Environmental Protection Agency ("EPA") National Pollutant Discharge Elimination System ("NPDES") General Sector "Q" Stormwater Permit that, upon information and belief, allows for operations at the terminal and the use contemplated under this License. Should it be determined by applicable Governmental Authorities that GSM's use of the Premises as contemplated under this License is not permitted under the PDA-DPH's General Sector "Q" Stormwater Permit, then GSM may terminate this License upon thirty (30) days written notice to the PDA-DPH.

GSM warrants that it holds all certificates, permits, licenses or other entitlements required by federal, state or local laws in order to allow GSM to conduct the permitted uses hereunder, and that the same are and will be kept current, valid and complete. GSM further warrants that it shall at all times abide by and conform with all terms of the same and that it shall give immediate notice to PDA-DPH of any additions, renewals, amendments, suspensions or revocations. In the use and occupation of the Storage Area and the conduct of such business thereon and in the DPH Common Use Areas, GSM, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions and boards, any national, state or local Board of Fire Underwriters, or any other body

exercising functions similar to those of any of the foregoing.

9.2. GSM, its employees, contractors, subcontractors, agents, servants and invitees shall comply with all federal, state and local laws, rules and regulations which apply to the conduct of the uses contemplated herein. GSM, its employees, agents, contractors, subcontractors or assigns shall also comply with any rules and regulations promulgated by PDA-DPH for operation of the DPH as the same may be from time to time established or amended. PDA-DPH assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority.

9.3. Notwithstanding any other provision of this License, the rights of GSM herein shall be subordinate to PDA-DPH's rights to manage the DPH property and other common areas and access, which rights shall include, without limitation, the right to impose rules and regulations or issue management directives relating to use of the DPH Common Areas, and DPH roadways and the right to add, delete, alter or otherwise modify the designation and use of all common areas, parking areas, entrances, exits, roadways and other areas of the DPH.

#### ARTICLE 10. RIGHT OF PDA-DPH TO INSPECT AND REPAIR

10.1. GSM will permit PDA-DPH and its authorized agents and representatives to enter the Storage Area at all reasonable times and upon reasonable notice for the purpose of: (i) inspecting the same; and (ii) making any necessary repairs and performing any other work that may be necessary.

10.2. Although not obligated to do so, PDA-DPH may undertake construction, repair or other activities related to the operation, maintenance and repair of the DPH property, including the Premises and DPH Common Areas, which will require temporary accommodation by GSM. Unless an emergency requiring more immediate action, as determined by the PDA-DPH, PDA-DPH will provide GSM at least ninety (90) days' notice prior to any construction, repairs or other activities that may impact GSM's activities in any form. GSM agrees to accommodate PDA-DPH in such matters, even though GSM's own activities may be inconvenienced or partially impaired, and GSM agrees that no liability shall attach to PDA-DPH, its members, employees or agents by reason of such inconvenience or impairment, unless such activities of PDA-DPH hereunder are performed in a negligent manner.

#### ARTICLE 11. GENERAL INDEMNIFICATION

11.1. In addition to any other obligation of GSM under this License to indemnify, defend and hold harmless PDA-DPH, GSM agrees to indemnify, defend and hold harmless PDA-DPH against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the DPH, damages for the loss or restriction on the use of the DPH, sums paid in settlement of claims, (collectively, "Losses") resulting or arising during the term of this License:

- (1) from any condition of the DPH resulting from GSM's occupancy of the DPH or exercise of any of its rights under this License;
- (2) from any breach or default on the part of GSM in the performance of any covenant or



- agreement on the part of GSM to be performed pursuant to the terms of this License, or from any act or omission of GSM, or any of its agents, contractors, servants, employees, sublessees, licensees or invitees; or
- (3) from any accident, injury, death or damage whatsoever caused to any person by the acts or omissions of GSM occurring during the term of this License, on or about the Storage Area or any portion of the DPH.

Notwithstanding the preceding provisions of this Section 11.1, GSM shall be under no obligation to indemnify PDA-DPH to the extent such matters included in this Section: (i) were in existence prior to the effective date of this Agreement; or (ii) arise out of the negligence or willful misconduct of PDA-DPH, its officers, agents or employees.

In the event that any action or proceeding is brought against PDA-DPH, GSM, upon notice from PDA-DPH, covenants to resist or defend such action or proceeding with counsel acceptable to PDA-DPH, as its interests may require.

11.2. The term "Person" as used in this Article and Article 19 shall include individuals, corporations, partnerships, governmental units and any other legal entity entitled to bring a claim, action or other demand or proceeding on its own behalf or on behalf of any other entity.

## ARTICLE 12. ALTERATIONS

12.1. GSM shall not place or construct any improvements, changes, structures, alterations or additions (cumulatively referred to in this Article as "Alterations") in, to or upon the Storage Area or at any other area of the DPH without PDA-DPH's prior written consent, which consent shall be at PDA-DPH's sole and exclusive discretion.

## ARTICLE 13. DESTRUCTION AND RESTORATION

13.1. In the event any portion of the Storage Area, DPH Common Use Areas, storage areas or other improvements or facilities located at the DPH, (but excluding movable trade fixtures, furniture and equipment), shall be damaged by fire or other casualty to such an extent as to preclude GSM from conducting its operations at the DPH, or to reduce the total level of utilization for its operations by a factor greater than fifty percent (50%), as determined solely and reasonably by an independent recognized expert in related operations, acceptable to the Parties, GSM shall have the election to terminate this License.

13.2. In the event GSM elects to terminate this License as allowed in Section 13.1, it shall provide written notice of such termination to PDA-DPH within thirty (30) days following the occurrence of such damage or destruction, which termination shall be effective on the thirtieth (30<sup>th</sup>) day following the date of receipt of such notice.

13.3. Except as otherwise expressly provided in this Article, no destruction of, or damage to the Storage Area, DPH Common Use Areas, storage areas or other improvements or facilities located on the DPH by fire or any other cause shall permit GSM to surrender this License or shall relieve GSM



from its obligations to pay the rent and fees payable under this License or from any of its other obligations under this License, and GSM waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this License or the Storage Area or any suspension, diminution, abatement or reduction of rent or fees on account of any such destruction or damage other than as allowed under this Article.

#### ARTICLE 14. DEFAULT BY PDA-DPH

14.1. The occurrence of the following events shall constitute a default and breach of this License by PDA-DPH ("Event of PDA-DPH Default"):

The failure by PDA-DPH to observe or perform any covenant required to be observed or performed by it where such failure continues for thirty (30) working days after written notice thereof by GSM to PDA-DPH, provided that if the default is such that the same cannot reasonably be cured within such thirty (30) day period, PDA-DPH shall not be deemed to be in default if it shall have commenced the cure and thereafter diligently prosecutes the same to completion.

14.2. If an Event of PDA-DPH Default occurs, GSM may elect among any of the following remedies:

1. termination of this License by written notice to PDA-DPH;
2. a rental abatement based on the degree of uninhabitability (as determined by agreement of the Parties) of the Storage Area caused by PDA-DPH's default which abatement will be calculated from the date the Premises become uninhabitable in whole or in part;
3. subject to available legal and factual defenses,
  - a decree or order of a court of competent jurisdiction compelling specific performance by PDA-DPH of its obligations under the License; or
  - a decree or order by a court of competent jurisdiction restraining or enjoining the breach by PDA-DPH of any of its obligations under the License.

14.3. No delay or omission of GSM to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by PDA-DPH.

#### ARTICLE 15. DEFAULT BY GSM

15.1. The occurrence of any of the following events shall constitute a default and breach of this License by GSM ("Event of GSM Default"):

A. The failure by GSM to pay when due any payment required to be made by GSM to PDA-DPH hereunder where such failure continues for thirty (30) working days after written notice

thereof by PDA-DPH to GSM.

B. The abandonment or vacation of the Storage Area by GSM while in breach or default of any provision of this License or that lasts for seven (7) days or more.

C. The failure by GSM to observe and perform any other material provision of this License (including without limitation compliance with federal, state and local laws and regulations) to be observed or performed by GSM, where such failure continues for seven (7) working days after written notice thereof by PDA-DPH to GSM; provided that if the nature of such default is such that the same cannot reasonably be cured within such seven (7) day period, GSM shall not be deemed to be in default if GSM shall within such period commence such cure and thereafter diligently prosecutes the same to completion, and provided further, that if the nature of any breach creates, in PDA-DPH's sole determination, danger of injury to persons or property, GSM shall cure such breach as expeditiously as feasible following receipt of notice from PDA-DPH. **Notwithstanding** the foregoing, the failure to maintain insurance as required under Article 7 is not subject to the notice and cure provisions herein and constitutes an immediate Default.

D. The making by GSM of any general assignment for the benefit of creditors; the filing by or against GSM of a petition to have GSM adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy where possession is not restored to GSM within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of GSM's assets located at the DPH or of GSM's interest in this License, where such seizure is not discharged within thirty (30) days.

E. The occurrence of a breach and failure of GSM to cure within the specified time under any other agreement to which GSM and PDA-DPH are parties.

15.2. If an Event of GSM Default occurs, PDA-DPH may elect among any one or more of the following remedies, without limiting any other remedies available to PDA-DPH:

- (1) subject to available legal and factual defenses,
  - a decree or order of a court of competent jurisdiction compelling specific performance by GSM of its obligations under the License;
  - a decree or order by a court of competent jurisdiction restraining or enjoining the breach by GSM of any of its obligations under the License;and
- (2) to the extent allowed by law, the right to undertake to cure GSM's default, in which event GSM shall pay PDA-DPH the reasonable costs incurred in such undertaking. Except for emergency conditions, PDA-DPH shall provide GSM with five (5) business days' prior written notice of its intent to exercise the right to undertake to cure GSM's default. In the event GSM commences to cure such default within this two day period and diligently prosecutes the same to completion, PDA-DPH shall refrain from exercising the right to undertake its own cure of GSM's default.

In exercising any right to cure under this Section, PDA-DPH may enter upon the Storage Area for such purpose and take all such action as may be deemed or appropriate by PDA-DPH to correct such failure of GSM.

Nothing herein shall imply any duty upon the part of PDA-DPH to do any such corrective action and performance thereof by PDA-DPH shall not constitute a waiver of GSM's default in failing to perform the same. PDA-DPH may during the progress of such work keep and store in or on the Storage Area all necessary materials, tools, supplies and equipment. PDA- DPH shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of GSM by reason of making such repairs or the performance of any such work, on or account of bringing materials, tools, supplies or equipment into or through the Storage Area during the course thereof and the obligations of GSM under this License shall not be affected thereby.

- (3) termination of this License by the provision of written notice to GSM.

In the event that PDA-DPH shall elect to so terminate this License, then PDA-DPH may recover from GSM:

- (i) Any unpaid fees up to the effective date of termination; plus
- (ii) Any other amount necessary to compensate PDA-DPH for all the damages directly and proximately caused by GSM's default of its obligations under this License; plus
- (iii) PDA-DPH shall provide GSM with notice of any damage claims sought to be asserted by PDA-DPH under this section within six (6) months of the effective date of termination and will assert such claim within one (1) year of this notice.

15.3. The various rights and remedies reserved to PDA-DPH, including those not specifically described under this License, shall be cumulative, and, except as otherwise provided by New Hampshire statutory law in force and effect at the time of the execution of this License, PDA-DPH may pursue any or all of such rights and remedies, whether at the same time or otherwise.

15.4. No delay or omission of PDA-DPH to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by GSM.

15.5. Notwithstanding any other provision of this Lease in the event the breach by GSM in the reasonable opinion of PDA-DPH affects or is likely to affect the efficient operation of the DPH or give rise to public safety concerns, in addition to any other remedy it may have under this Lease, PDA-DPH shall also be entitled (but shall not be obligated) to take whatever actions is deemed necessary by PDA-DPH to abate or cure such situation and GSM shall reimburse PDA-DPH for all costs incurred by PDA-DPH in taking such action.



## ARTICLE 16. PROHIBITION AGAINST TRANSFERS - BANKRUPTCY

16.1. GSM shall not have the right to delegate any of its responsibilities or obligations, to assign any of its rights, or to mortgage or otherwise transfer any of its rights or interests under this License or to mortgage any portion of the Storage Area or any other portion of the DPH.

16.2. If a petition is filed by or against GSM for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and GSM (including for purposes of this Section GSM's successor in bankruptcy, whether a trustee or GSM as debtor-in-possession) assumes and proposes to assign, or proposes to assume and assign, this License pursuant to the provisions of the Bankruptcy Code to any person or entity who has made a bona fide offer to accept an assignment of this License, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the License, shall be given to PDA-DPH by GSM no later than twenty (20) days (or such other period of time as the court may allow) after GSM has made or received such offer, but in no event later than thirty (30) days (or such other period of time as the court may allow) prior to the date on which GSM applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Any person or entity to which this License is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of GSM's obligations arising under this License on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to PDA-DPH an instrument confirming such assumption. No provision of this License shall be deemed a waiver of PDA-DPH's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this License, to require a timely performance of GSM's obligations under this License, or to regain possession of the Premises if this License has neither been assumed nor rejected within sixty (60) days after the date of the order for relief or within such additional time as a court of competent jurisdiction may have fixed. Notwithstanding anything in this License to the contrary, all amounts payable by GSM to or on behalf of PDA-DPH under this License, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

## ARTICLE 17. NOTICES

Whenever PDA-DPH or GSM shall desire to give or serve upon the other any notice, demand, request or other communication with respect to this License or with respect to the Storage Area each such notice, demand, request or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the party or parties to whom such notice, demand, request or other communication is directed or by mailing the same to such party or parties by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to PDA-DPH: Pease Development Authority  
55 International Drive  
Portsmouth, NH 03801-2833 Attention:  
Executive Director



With a copy to: Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03801  
Attention: Division of Ports and Harbors Director

If to GSM: Granite State Minerals, Inc.  
134 Middle St. Suite 210  
Lowell, MA 01852  
Attention: Shelagh Mahoney, President

or at such other address or addresses as PDA-DPH or GSM may from time to time designate by notice given by certified mail.

Every notice, demand, request or communication hereunder sent by mail shall be deemed to have been given or served as of the second business day following the date of such mailing.

#### ARTICLE 18. QUIET ENJOYMENT

PDA-DPH covenants and agrees that GSM, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, agreements, and conditions of this License on its part to be observed and kept, shall quietly have and enjoy the Storage Area during the term of this License without hindrance or molestation by anyone claiming by or through PDA-DPH, subject to the terms of this License, including but not limited to the provisions of Article 19, Environmental Protection.

#### ARTICLE 19. ENVIRONMENTAL PROTECTION

19.1. GSM and any sublessee or assignee of GSM shall comply with all federal, state, and local laws, regulations, and standards that are or may become applicable to GSM's or sublessee's or assignee's activities at the DPH, including the Storage Area, including but not limited to, any applicable environmental laws and regulations identified in Exhibit C, as amended from time to time.

19.2. GSM understands that PDA-DPH holds the current NPDES General Sector "Q" Stormwater Permit for the Terminal, which GSM operates under. Therefore, GSM agrees to manage its stormwater runoff pursuant to the applicable requirements of the Permit, and to maintain required stormwater pollution prevention measures. GSM is solely responsible for all costs associated with maintaining its stormwater pollution measures on the Premises. Should PDA-DPH receive a communication from the New Hampshire Department of Environmental Services that negatively impacts GSM's ability to operate under said Permit at the Premises, it shall endeavor to provide GSM notice of such communication within three (3) business days of receipt, and may work with GSM in good faith to address any compliance requirements. Notwithstanding the foregoing, GSM, and any sublessee or assignee of GSM, shall be solely responsible for obtaining at their cost and expense any environmental permits required for their operations under this License or any sublease or assignment, independent of any existing DPH permits.

19.3. GSM shall indemnify, defend and hold harmless PDA-DPH against and from all claims,

judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage or disposal of any substance or matter, or any other action by GSM giving rise to PDA-DPH liability, civil or criminal, or responsibility under federal, state or local environmental laws.

Subject to the preceding paragraph, this indemnification of PDA-DPH by GSM includes, without limitation, any and all claims, judgment, damages, penalties, fines, costs and expenses, liabilities and losses incurred by PDA-DPH in connection with any investigation of site conditions, or any remedial or removal action or other site restoration work required by any federal, state or local governmental unit or other person for or pertaining to any discharges, emissions, spills, releases, storage, or disposal of Hazardous Substances arising or resulting from any act or omission of GSM at the DPH, including the Storage Area after the date GSM takes possession of the Premises under this Agreement.

The provisions of this Section shall survive the expiration or termination of the License, and GSM's obligations hereunder shall apply if PDA-DPH incurs costs or liabilities for GSM's actions of the types described in this Article.

19.4. As used in this License, the term "Hazardous Substances" means any hazardous or toxic substance, material or waste oil or petroleum product which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is: (i) defined as a "hazardous waste," under New Hampshire RSA ch.147-A; (ii) defined as a "hazardous substance" under New Hampshire RSA ch.147-B; (iii) oil, gasoline or other petroleum product, asbestos; (iv) listed under or defined as hazardous substance pursuant to Part Hc. P 1905 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules; (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. '1317); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903); (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. '9601 et seq. (42 U.S.C. '9601); and (viii) so defined in the regulations adopted and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively "Hazardous Substance Laws").

As used in this License, the terms "release" and "storage" shall have the meanings provided in RSA 147-B:2, as amended, and the term "disposal" shall have the meaning provided in RSA 147- A:2.

19.4. PDA-DPH's rights under this License specifically include the right for PDA-DPH to inspect the Storage Area and improvements thereon for compliance with environmental, safety, and occupational health laws and regulations, whether or not PDA-DPH is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections and shall be made in accordance with Article 12.

19.5. GSM, and any sublessee or assignee of GSM whose operations utilize Hazardous Substances, shall have a completed and approved plan for responding to Hazardous Substances spills prior to

commencement of operations on the DPH, including the Storage Area. Such plan shall be independent of, but not inconsistent with, any plan or other standard of PDA-DPH applicable to the DPH and except for initial fire response and/or spill containment, shall not rely on use of the DPH or PDA-DPH personnel or equipment. Should PDA-DPH provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise, on request of GSM, or because GSM was not, in the opinion of PDA-DPH, conducting timely cleanup actions, GSM agrees to reimburse PDA-DPH for its costs.

19.6. Unless GSM provides sufficient evidence to the contrary of its actual date of entering or taking possession of the Premises, the date set forth in Article 3 shall be construed as the date on which GSM enters or takes possession of the Premises.

#### ARTICLE 20. MISCELLANEOUS

20.1. All rent and all other sums which may from time to time become due and payable by GSM to PDA-DPH under any of the provisions of this License shall be made payable to the "Pease Development Authority - Division of Ports and Harbors" and forwarded by GSM direct to PDA-DPH's Executive Director at the address specified in Article 17. All such rent and other sums if not paid on the due date or the date by which payment is made after notice shall bear interest from and after the due date thereof at the higher of the then current rate applied to legal judgments by the courts of the State of New Hampshire or the rate of eighteen percent (18%) per annum; provided, however, that such interest shall in no event exceed the maximum rate permitted by law.

20.2. In all cases the language in all parts of this License shall be construed simply, according to its fair meaning and not strictly for or against PDA-DPH or GSM.

20.3. The word titles underlying the Article designations contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any part of this instrument.

20.4. If GSM should remain in possession of the Storage Area after the expiration of the term of this License and without executing a new license, then such holding over shall be on the same terms and conditions as this License, provided, however, that the rates for each of the fees or other charges due to PDA-DPH shall increase by two hundred percent (200%) and PDA-DPH shall have a right to cure GSM's holdover by removal of the remaining stored materials at the sole cost and expense of GSM and in accordance with the provisions of this License.

20.5. Each individual executing this License on behalf of GSM represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of said corporation, and that this License is binding upon said corporation in accordance with its terms.

20.6. This License covers in full each and every agreement of every kind or nature whatsoever between the Parties hereto concerning the Storage Area and other rights at the DPH and all preliminary negotiations and agreements of every kind or nature whatsoever with respect to the Storage Area and other rights at the DPH; and no other person, firm or corporation has at any time had any authority from PDA-DPH or GSM to make any representations or promises on behalf of PDA-DPH or GSM, and PDA-DPH and GSM expressly agree that if any such representations or promises have been made by PDA-DPH or GSM or others, PDA-DPH and GSM hereby waive all right to rely thereon. No verbal



agreement or implied covenant shall be held to vary the provisions hereof, any statute, law, or custom to the contrary notwithstanding. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. GSM and PDA-DPH acknowledge that they have read this Section and understand it to be a waiver of any right to rely on any representations or agreements not expressly set forth in this License.

20.7. Subject to the provisions hereof, this License shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and wherever a reference in this License is made to either of the Parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the successors and assigns of such party, as if in every case so expressed.

20.8. Nothing contained in this License shall be deemed or construed by the Parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between PDA-DPH and GSM, and neither the method of computation of rent nor any other provision contained in this License nor any acts of the Parties hereto shall be deemed to create any relationship between PDA-DPH and GSM other than the relationship of Licensor and Licensee.

20.9. Each party hereto warrants to the other that it has no dealings with any real estate broker or agent in connection with the negotiation of this License.

20.10. This License shall be construed and enforced in accordance with the laws of the State of New Hampshire.

20.11. Any actions or proceedings with respect to any matters arising under or growing out of this License shall be instituted and prosecuted only in courts located in the State of New Hampshire. Nothing contained in this Article or any other provision of this License shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, to the State of New Hampshire, provided, however, that PDA-DPH agrees to waive immunity for contractual claims under this License to the extent allowed under NH RSA 491:8, as the same may be amended.

20.12. This instrument may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20.13. GSM shall faithfully observe and comply with such rules and regulations as PDA- DPH may adopt for the operation of the DPH, which rules and regulations are reasonable and **nondiscriminatory** as well as all modifications thereof and additions thereto. PDA-DPH shall not be responsible to GSM for the violation or **nonperformance** by any other tenant of PDA-DPH of any of such Rules and Regulations.

20.14. All obligations of GSM or PDA-DPH to indemnify, defend and hold harmless PDA- DPH or GSM, respectively, and to make any monetary payment to PDA-DPH or GSM, shall survive the termination or expiration of this License.

20.15. GSM shall abide by the provisions of the PDA-DPH "Tenant Security and Safety Guide", attached hereto as **Exhibit D**, and as may be amended from time to time, during the term of this License.

[SIGNATURE PAGE FOLLOWS]



EXECUTION

IN WITNESS WHEREOF, PDA-DPH and GSM have executed this License effective as of the 2nd day of December, 2022.

**GRANITE STATE MINERALS INC.**

By: Shelagh E. Mahoney  
Print/Type Name: Shelagh E. Mahoney  
Title: President

**PEASE DEVELOPMENT AUTHORITY**

By: Paul E. Brean  
Print/Type Name: Paul E. Brean  
Title: Executive Director

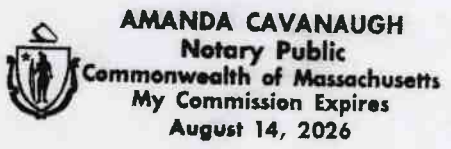
ACKNOWLEDGMENT

STATE OF Massachusetts

COUNTY OF Middlesex : ss.

On this 2nd day of December, 2022, before me, Amanda Cavanaugh, a Notary Public in and for said County and State, personally appeared <sup>Shelagh E. Mahoney</sup> personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of GRANITE STATE MINERALS INC., and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Amanda Cavanaugh  
Notary Public in and for said County and State  
Printed Name: Amanda Cavanaugh  
My Commission Expires: 8/14/26



STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM : ss.

On this 12<sup>th</sup> day of December, 2022 before me, Raeline A. O'Neil, a Notary Public in and for said County and State, personally appeared **Paul E. Brean**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the **PEASE DEVELOPMENT AUTHORITY**, and oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Raeline A. O'Neil  
Notary Public in and for said County and State  
Printed Name: Raeline A. O'Neil  
My Commission Expires: 9/21/2027

EXHIBIT "A"

STORAGE AREA

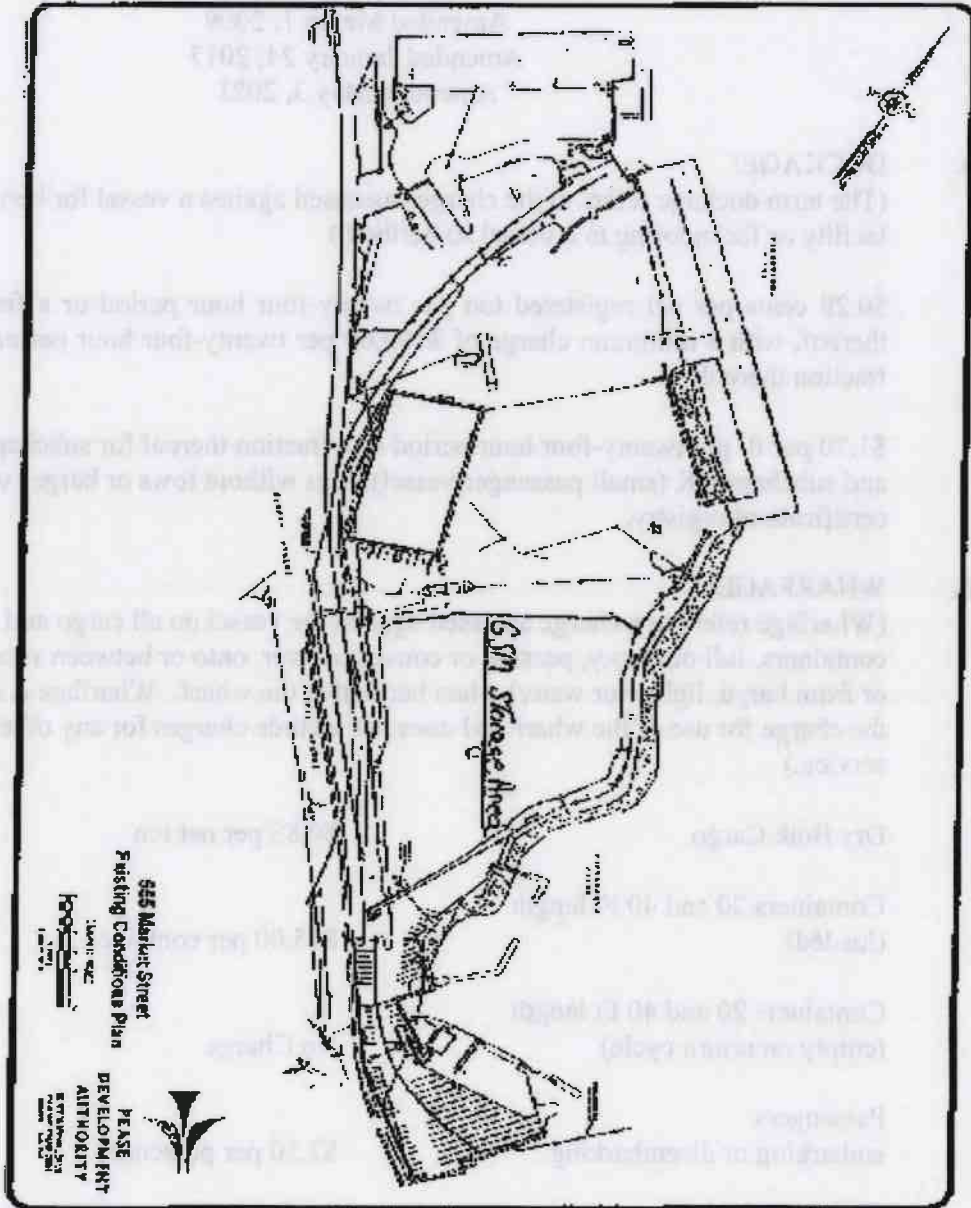


EXHIBIT "B"  
SCHEDULE OF TERMINAL CHARGES

PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS  
555 MARKET STREET - PORTSMOUTH, NH 03801  
603-436-8500

TERMINAL CHARGES

January 01, 2007

Amended March 1, 2009

Amended January 24, 2017

Amended May 3, 2021

A. DOCKAGE:

(The term dockage refers to the charges assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.)

\$0.29 cents per net registered ton per twenty-four hour period or a fraction thereof, with a minimum charge of \$500.00 per twenty-four hour period or a fraction thereof.

\$1.70 per ft. per twenty-four hour period or a fraction thereof for subchapter T and subchapter K (small passenger vessel), tugs without tows or barges without certificate of registry.

B. WHARFAGE:

(Wharfage refers to a charge assessed against the vessel on all cargo and containers, full or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at the wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.)

Dry Bulk Cargo \$0.85 per net ton

Containers 20 and 40 Ft length (loaded) \$15.00 per container

Containers 20 and 40 Ft length (empty on return cycle) No Charge

Passengers embarking or disembarking \$2.50 per passenger

Heavy Lift Cargo \$300.00 minimum per pick, charges to be determined in advance

Cargo, NOS \$1.75 per net ton  
Minimum Charge per Vessel \$300.00



Trucks, Buses, Vans  
any size to ships' side \$120.00 each entry onto the terminal.

Parking  
Trucks, buses, vans \$20.00 per day  
passenger cars \$5.00 per day

C. VESSEL DOCK LINES:

Line handlers are arranged by the Ship's Agent(s) or representative. All contractors are required to meet all insurance requirements of the PDA-DPH.

PDA/DPH reserves the right to approve or reject line handling procedures and additional lines may be required according to prevailing circumstances.

D. MOORING MASTER

PDA/DPH reserves the right to require an approved Mooring Master be onboard any vessel while at the terminal for a period of time determined by the PDA-DPH, according to prevailing circumstances, including but not limited to, size of vessel, velocity of current, wind and weather conditions. The cost of the Mooring Master is the responsibility of the vessel owner or charterer, in accordance with the terms of the charter.

E. TERMINAL LABOR:

Arranged by cargo owner, consignee, contractors or subcontractors. All contractors are required to meet all insurance requirements of the PDA-DPH.

F. SECURITY and TWIC ESCORT:

\$37.00 per hour

G. CRANE RENTAL:

All cranes are the responsibility of the customer either by rental or ownership. Documentation of crane certifications and certificates of insurance must be produced for inspection. Certified operators only.

H. FORKLIFT/SMALL EQUIPMENT RENTAL;

All equipment is the responsibility of the customer either by rental or ownership. Documentation of certifications (where applicable) and certificates of insurance must be produced for inspection. Certified operators only.

I. LIGHTS:

\$100.00 per night

J. WAREHOUSE SPACE:

\$6.50 per sq. ft., per annum, net of utilities

K. FRESH WATER

\$20.00 per 100 cubic feet, \$100.00 minimum per delivery.

L. FLUIDS TRANSFER:

See PDA-DPH fuel/bunkers ROE contracts with vendors.

- M. **ELECTRICAL:**  
Available. Price to be determined. All service installation(s) and disconnects for shippers account.
- N. **NON-HAZARDOUS WASTE DISPOSAL:**  
Outside contract/vessel.
- O. **STORAGE**  
To be arranged in advance of cargo delivered to terminal. Outside paved, uncovered.  
\$63,000.00 per acre per annum
- P. **FREE TIME:**  
5 days beginning at 0800 hrs on the day following discharge for inbound cargo or entry into the terminal for outbound cargo excluding weekends and holidays.
- Q. **POINT OF REST:**  
To be determined by the PDA/DPH prior to arrival of cargo/equipment.
- R. **MINIMUM INSURANCE REQUIREMENTS:\***

All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of any work on PDA-DPH property. The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
6. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
7. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors  
555 Market St.  
Portsmouth, NH 03801
8. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.

9. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
- 10 **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
- 11 **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

\*Coverage amounts may be greater, subject to nature of activities conducted on PDA-DPH property

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ITEMS A - R ARE FOR INFORMATIONAL PURPOSES

ALL FINAL CONTRACTUAL AGREEMENTS ARE SUBJECT TO APPROVAL BY THE PEASE DEVELOPMENT AUTHORITY IN ACCORDANCE WITH NEW HAMPSHIRE STATUTE

ANY ADDITIONAL/UNFORESEEN COSTS OTHER THAN WHAT IS STATED ABOVE IS TO BE PAID FOR BY THE CUSTOMER

ALL PROJECTS ARE SUBJECT TO THE AVAILABILITY OF THE FACILITIES AT THE TIME

TERMS ARE NET, COMPLETION OF THE PROJECT; UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE FOR CREDIT

A DEPOSIT MAY BE REQUIRED BEFORE THE BEGINNING OF ANY PROJECT

THE PDA/DPH IS TO BE NAMED AS AN ADDITIONAL INSURED FOR ALL CARGO AT THE TERMINAL AND FOR SHIP LOADING OPERATIONS

CERTIFICATES OF INSURANCE MUST BE RECEIVED BEFORE THE RECEIPT OF CARGO AND START OF WORK

**FUEL AND BUNKERS DELIVERIES:**

In accordance with current **BULK FUEL DELIVERY CONTRACTS** all fuel and bunkers deliveries are by PDA-DPH approved vendors only. GASOLINE IS PROHIBITED. Proof of compliance with applicable sections of 33 CFR and 46 CFR required. The following flow fee for fuel and bunkers deliveries is currently in effect:

- \$0.01(one cent) per gallon for up to 50,000 gallons
- \$0.005 (one half cent) per gallon in where the delivery exceeds 50,000 gallons

EXHIBIT "C"  
LIST OF ENVIRONMENTAL LAWS AND REGULATIONS

- Air Quality:
- (a) Clean Air Act & Amendments, 42 U.S.C.7401-7642
  - (b) 40 CFR Parts 50-52, 61, 62, 65-67, 81
  - (c) RSA ch. 125-C, Air Pollution Control, and rules adopted thereunder
  - (d) RSA ch. 125-H, Air Toxic Control Act, and rules adopted thereunder
- Hazardous Materials:
- (a) Hazardous Materials Transportation Act 49 U.S.C. 1801-1813, and Department of **Transportation** Regulations thereunder
  - (b) Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001-11050
  - (c) 49 CFR Parts 100-179
  - (d) 40 CFR Part 302
  - (e) RSA ch. 277-A, Toxic Substances in the Workplace, and rules adopted thereunder
- Hazardous Waste:
- (a) Resource Conservation and Recovery Act (RCRA) of 1976 and RCRA Amendments of 1984, 42 U.S.C. 6901-6991i
  - (b) Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C.9601-9675
  - (c) 40 CFR Parts 260-271, 300, 302
  - (d) RSA ch. 147-A, Hazardous Waste Management and rules adopted thereunder
- Water Quality:
- (a) Federal Water Pollution Control Act (Clean Water Act) and Amendments, 33 U.S.C. 1251-1387
  - (b) Safe Drinking Water Act, as amended, 42 U.S.C. 300f-300j-26
  - (c) 40 CFR Title 100-143, 401 and 403
  - (d) RSA ch. 146-A, Oil Spillage in Public Waters, and rules adopted thereunder
  - (e) RSA ch. 485, New Hampshire Safe Drinking Water Act, and rules adopted thereunder
  - (f) RSA ch. 485-A, Pollution and Waste Disposal, and rules adopted thereunder



EXHIBIT "D"

Port Authority of the  
State of New Hampshire

Tenant Security and Safety Guide



NH Port Authority  
555 Market Street  
Portsmouth, NH 03801  
Phone: 603.436.8500  
Fax: 603.436-2780  
E-mail:  
[t.shattuck@pease-dev.org](mailto:t.shattuck@pease-dev.org)

August 2022

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## EMERGENCY CONTACT NUMBERS

Title or Agency	Name	Phone	Email
Security Kiosk	Guard on Duty	(603) 766-9847	
Port Director	Geno Marconi	(603) 365-0503	g.marconi@peasedev.org
Assistant Port Director	Grant Nichols	(603) 397-9213	g.nichols@peasedev.org
Chief Harbor Master	Tracy Shattuck	(603) 365-0505	t.shattuck@peasedev.org
Deputy Chief Harbor Master	TBD		
Operations Manager	Whit Anderson	(603) 812-1426	w.anderson@peasedev.org
Security Supervisor	Dan Pollinger	(603) 812-3777	d.pollinger@peasedev.org
Main Office		(603) 436-8500	
Portsmouth Police Dept.	Dispatch	(603) 431-1500*	
Portsmouth Fire Dept.	Dispatch	(603) 431-1515*	
Rockingham County Sheriff	Dispatch	(603) 772-4716*	
US Coast Guard-Newcastle	Duty Officer	(603) 433-7324	
US Coast Guard	Duty Officer	(207) 767-0303	

**\*CALL 911 FOR EMERGENCY SITUATIONS**

## ENTRY CONTROL

**Introduction:** The Code of Federal Regulations under Title 33, Part 105 (CFR,) and the Marine Terminal Facility Security Plan (FSP) contain stringent requirements which require the New Hampshire Port Authority (NHPA) to;

- C. Control access to the facility;
- D. Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and to;
- E. Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC, or is escorted by an authorized person with a valid TWIC.

CFR 105.255, (a), (1)- (4).

With these three basic mandates in mind and in contemplation of the rules and regulations contained within the CFR and the FSP, the NHPA has created this security guide for tenant organizations and contracted companies conducting business at the Market Street Marine Terminal.

**Identification required:** All who seek entry into the facility are required to produce some form of government issued identification when entering, e.g. Transportation Worker Identification Credential (TWIC); Port Authority issued identification card; State issued driver's license or non-drivers identification; Passport; Military identification, etc.

The guard is required to log the name, time and date, and vehicle information of everyone who enters the facility. Over time, the guards posted at the gate will come to learn your name, the company you work for and your purpose on the terminal which will make your entry to the facility much quicker.

**Escorting Requirements:** All who enter the facility must be either in possession of a TWIC or be escorted by a person with a TWIC. A TWIC holder may escort up to 10-people within secured areas of the facility and up to 5-people in restricted areas. Please refer to the attached TWIC ESCORT GUIDE on Page 3 for further information on the requirements.

**Random Vehicle Inspections:** All vehicles entering the facility may be subjected to an inspection. These inspections are conducted in both the inbound and outbound lanes at a random rate which is determined by Department of Homeland Security (OHS) rules in the CFR and the facility's FSP.

**Visitors and Deliveries:** Visitors are generally prohibited unless their visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery service that will be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, email or phone.

**Emergencies:** Call 911 in all emergencies. As time allows, call 436-8500 to report the situation to the Port Authority.



## TWIC Escort Guide

### PURPOSE

The purpose of this guide is to provide the reader with the information necessary to meet the Market Street Marine Terminal requirements for Transportation Worker Identification Credential (TWIC) holders who escort non-TWIC holders in secure and restricted areas. Upon review of this guide, the reader should have a basic understanding of the following:

- C. Background and purpose of the TWIC program;
- D. Definitions of Secure and Restricted Areas, Escorting, Monitoring and Physical side-by-side accompaniment;
- E. Knowledge of the Port of New Hampshire Tenant Facility escorting procedures;
- F. Quick response measures and contingency plans if an escorted individual is engaged in activities other than those for which escorted access was granted.

### BACKGROUND

The Maritime Transportation Security Act (MTSA) of 2002 and Security and Accountability for Every (SAFE) Port Act of 2006 required the Department of Homeland Security to establish rules to prevent an unauthorized person from getting into a secure area of a vessel or facility that has a security plan.

The law requires the use of a standardized identification card. This ID is known as the "Transportation Worker Identification Credential" or "TWIC". The TWIC stores the holder's identifying information, to include certain information collected from the holder's fingerprint. This "biometric" information allows for the positive identification of the person in possession of the TWIC. To get a TWIC, an applicant must pass a Security Threat Assessment (STA) performed by the federal government. The assessment helps federal authorities decide if an applicant poses a security risk to the transportation industry.

Once the holder receives their TWIC, they may be granted unescorted access to secure and secure-restricted areas within a facility. *However*, having a TWIC does not give a person seeking entry authority to unescorted access to *all* marine terminals and facilities. Regardless of the TWIC holder's desire or need to enter a given facility, a person holding a TWIC must also have permission from the Facility Security Officer (FSO) or his/her designee for unescorted access.

There are some people who do not need to have a TWIC for unescorted access. These include Federal officials, State or local law enforcement officers, or State or local emergency responders, all of whom may access secure and restricted areas unescorted in the course of performing their official duties.

### SECURE AND SECURE-RESTRICTED AREAS

Under MTSA rules, an owner or operator *must* designate certain areas of their facility as secure or secure-restricted. These designations are made based on the business performed at the facility.

A **secure area** is an area that has security measures in place for access control.

A **restricted area** is a part of a secure area that needs more limited access and higher security. See Pg. 8 for a list and map of the restricted areas existing at Market Street Terminal.

**Note: Being in a secure or secure-restricted area without authorization is a breach of security and is against the law.**

### **ESCORTING IN A SECURE BUT NON-RESTRICTED AREA**

Under federal law, the escorting requirement in **secure but non-restricted areas** is met through the physical accompaniment of no more than ten (10) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must ensure that an individual they are escorting is not engaging in activities other than those for which access was granted.

In all cases, there must be an ability to communicate a breach of security in accordance with the existing approved facility security plan. At the terminal, tenants meet this requirement by communicating with hand-held radios, cellular phones and land-line telephones.

Side by side physical accompaniment is not always necessary as the federal law allows for **Monitoring within a secured area**. Monitoring of non-TWIC holding personnel within secure areas is conducted through a combination of lighting, security guards, and surveillance equipment. Bridge workers, landscapers, delivery drivers and others who do not hold a TWIC are often monitored by security personnel via the terminals camera system as they conduct their business.

### **ESCORTING IN A RESTRICTED AREA**

Under federal law, escorting in a **restricted area** can be accomplished only by side-by-side escort with an escort ratio of not more than five (5) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must be near and able to see the escorted individual(s) at

all times he/she is in the restricted area. The authorized escort must provide reasonable

assurance that the individual(s) under escort is/are not engaging in activities other than those for which access was granted. In all cases, there must be the ability to communicate a breach in security in accordance with the existing approved facility security plan which, just like the secure area, is accomplished with hand-held radios, cellular phones and land-line telephones.

### **ESCORTING FROM A VEHICLE**

When conducting an in-vehicle tour of terminal grounds the escort ratio requirements are waived provided that no person(s) under escort exits the vehicle while on premises. Therefore, one TWIC holder could escort a bus full of personnel in any area of the terminal, provided no one exits the vehicle.

### **ESCORT QUICK-RESPONSE MEASURES**

As an escort, you must plan to respond quickly if the individual you escort (a) enters an area without authority or (b) does something that you have not authorized. In the event the escorted individual(s) departs from the escort and/or exhibits suspicious behavior, or fails to comply with the escort procedure, you should attempt to gain compliance by a verbal request. If the individual does not comply, there has been a BREACH OF SECURITY and you are required to take the following measures:

- Immediately contact the Chief Harbor Master/FSO at the port office by phone (436-8500) or, call 911 if no one is available.
- Report the precise location and nature of the incident.
- From a safe distance, attempt to maintain visible contact with the individual;

Remember, never attempt to detain an individual during a breach of security. For your safety, always let the Chief or Deputy Chief Harbor Master, the local Police or Coast Guard personnel assess and resolve the situation.



## **TERMINAL TRAFFIC MONITORING PLANS**

As noted previously, escorts who hold a valid TWIC may escort or monitor up to 10 non-TWIC holding visitors within the secure area. With this requirement in mind, the following plan has been devised in order to facilitate the movement of traffic while complying with the federal rules.

### **GENERAL DAY TO DAY OPERATIONS**

(Entire Terminal is considered a "Secure" area)

#### **Morton and GSM Salt**

1. Drivers who are picking up salt are checked in, and then monitored by the Gate Guard as they travel between the Guard Kiosk and the Scale House for weighing.
2. Drivers are then monitored by the clerk as they leave the Scale House enroute to the loading points at the salt piles.
3. Drivers are monitored by the front end loader operators at the loading points.
4. Finally, drivers are monitored by the guard who checks them out as they leave the facility.

**Summary:** Guards, Clerks and personnel off-loading the trucks are all TWIC holders. They physically monitor the drivers as they travel through the process while the guard monitors ALL activities via the security camera system. The Guard, Clerk, and equipment operators will communicate by land line, cellular phone or hand-held portable radio should the need arise.

#### **Contractors and Tenants in General**

1. Guards collect vehicle, driver and passenger information and record it in the entry control log.
2. TWIC holding employees are allowed unescorted access to the facility after being checked in.
3. In the event a Contractor or Tenant employee does not have their TWIC in their possession or they are a new employee, the employee will be escorted by a TWIC holder.

#### **Deliveries**

1. Pre-announced deliveries – Guards will collect vehicle and driver information and record it in the entry control log. They will then be permitted to make their delivery. The Guard will keep track of how long the driver is on the terminal and will call to check on their status if they have not left in a reasonable amount of time.
2. Unannounced deliveries – Guards will call the appropriate tenant to verify the delivery. The guard has the option to require a physical escort in all circumstances, but may monitor the driver after conversing with the tenant receiving the delivery.

#### **Ship in Port**

(Pier becomes a "Secure-Restricted" area once the ship is alongside with the rest of the terminal retaining the "Secure" area designation)

1. Employees who are contracted to work either a salt ship or a cargo ship that do not hold a TWIC, are checked in by the Gate Guard and monitored as they travel between the security kiosk and their respective work area where they will be met by their Tenant company TWIC escort.
2. The Tenant provides as many TWIC holders as necessary to monitor non-TWIC holders in the secure area (1 TWIC holder to every 10 non-TWIC holders).

3. The Tenant provides as many TWIC holders as necessary to escort non-TWIC holders on the main pier which is a **secure-restricted** area when a ship is in (1 TWIC holder to every 5 non-TWIC holders). See **sample** plan on Pg. 9.
4. Guard monitors all **activities** within both the secure area and the **secure-restricted** area via the security camera system, but primary **escorting** responsibilities fall on the tenant organization.

**Summary:** Movement within the "Secure" area where loading of cargo or **off-loading** of salt takes place is monitored by TWIC holders from the responsible Tenant company. As the vehicles needing to be loaded or carrying product move on to the pier in which the vessel is secured, they are entering a "**Secure-Restricted**" area. The ratio of TWIC holding escorts in the Secure-Restricted area is 1 to 5 as explained in "3" above. Though the Coast Guard **advises** they will use discretion during inspection activities, it is important for the responsible Tenant Company to make every effort to **maintain this 1 to 5 escort ratio**.

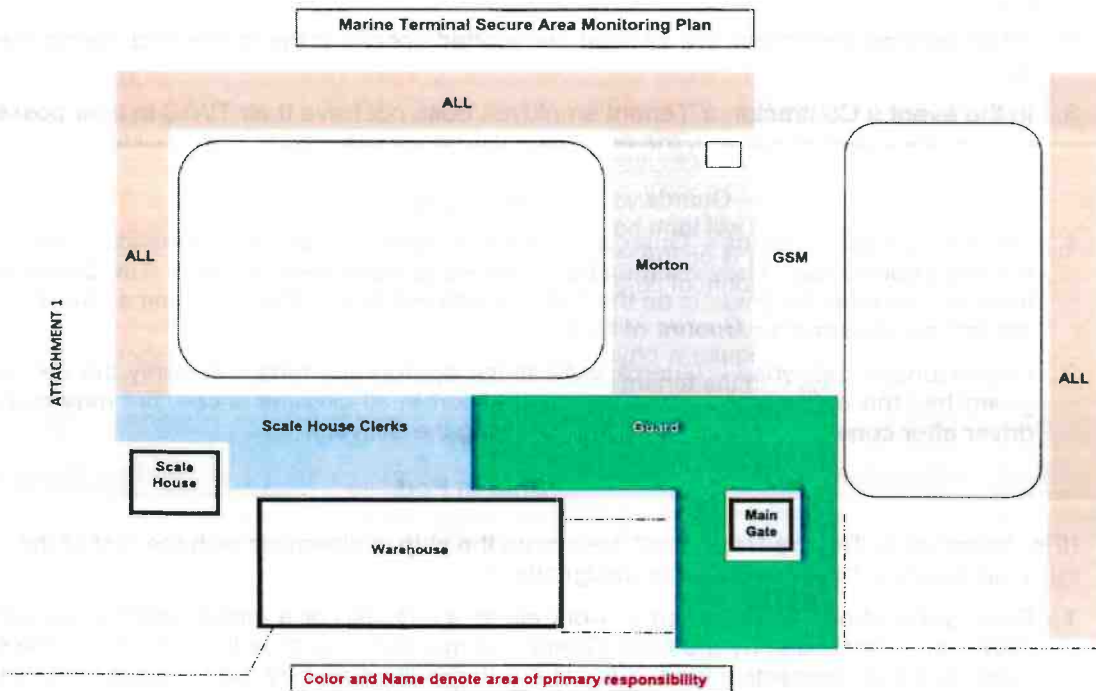
The Guard, Clerk and Supervisory employees of the responsible tenant companies will communicate by land line, cellular phone or hand-held portable radio as needed. **Additionally**, the Guard, when posted, will monitor activities within the "**Secure-Restricted**" area via the security camera system.

--The graphic below **indicates** the areas of monitoring responsibility of the tenant organizations, **all** personnel and the security officer.

--The graphic on Pg. 7 shows the general traffic pattern for all operating within the terminal.

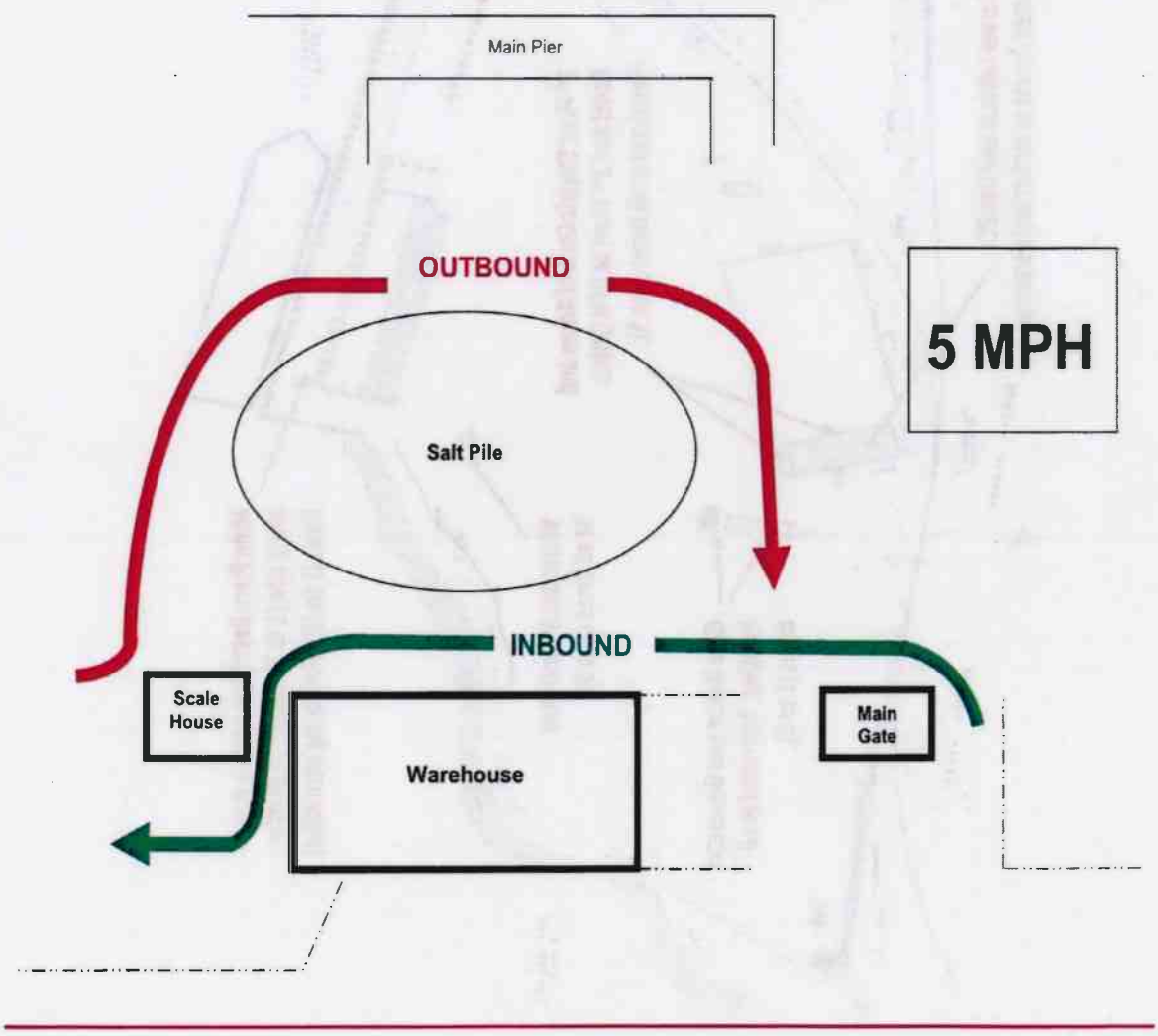
--Page 8 describes the Divisions **Secure-Restricted** Areas.

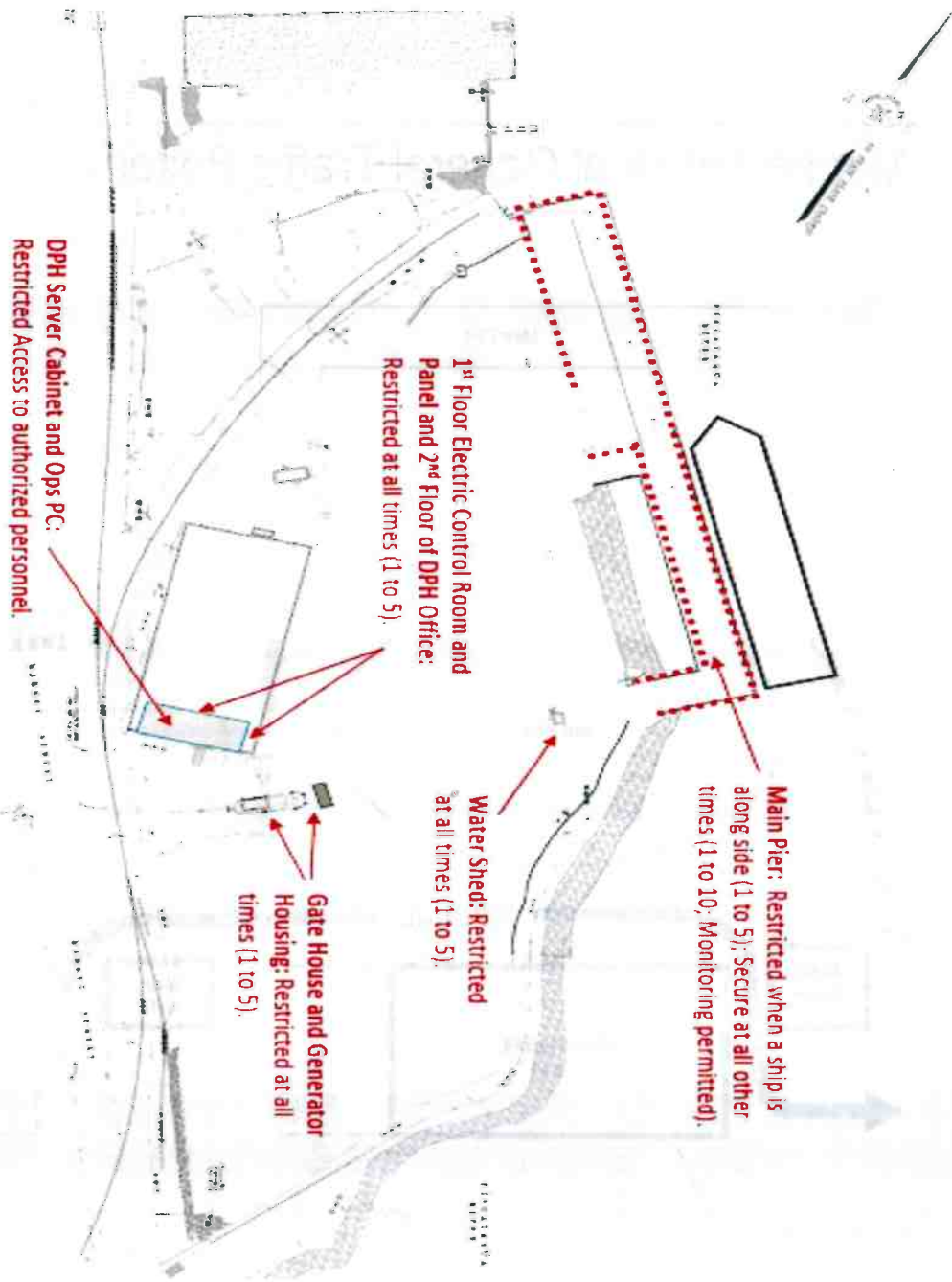
--Page 9 shows sample plans for tenants employing **Secure-Restricted** Area escorts for salt operations.





# Marine Terminal General Traffic Pattern





## Sample Main Pier Secure-Restricted Area Escorting Plan for Contracted TWIC Escorts

**Introduction:** Your Company has been hired to provide TWIC escort for truck drivers moving salt within the terminal. The Coast Guard requires that an authorized and trained person with a valid TWIC be posted within the Secure-Restricted Area to escort personnel who are not in possession of a TWIC.

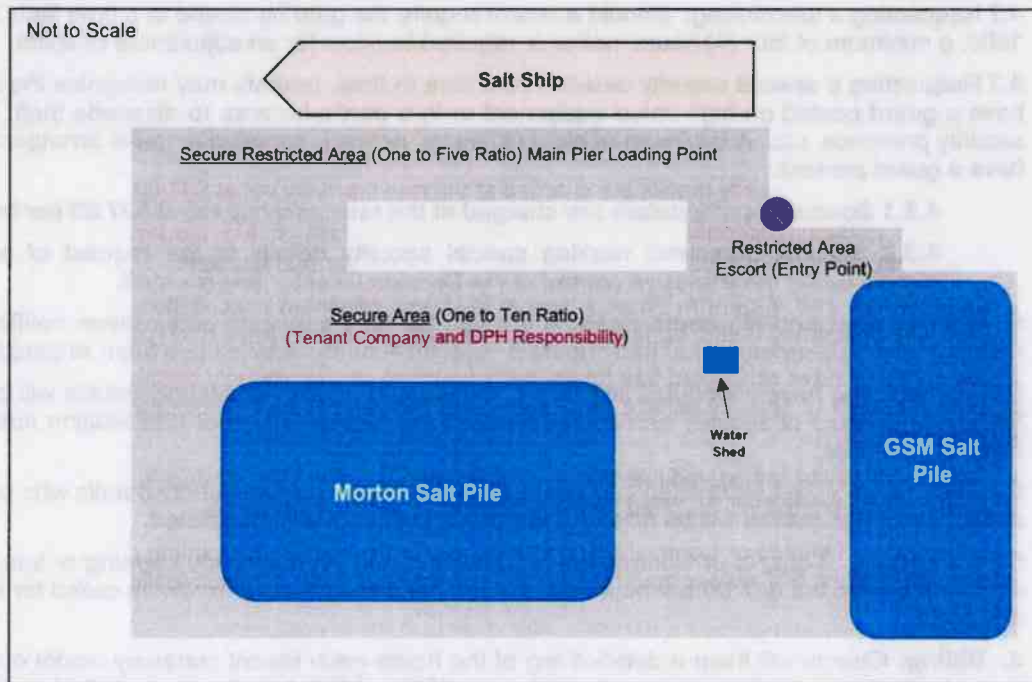
Drivers who do not have a TWIC will have a Red placard readily visible from the inside of the cab of their truck that says "NO TWIC". You should familiarize yourself with the trucks operating within the yard with drivers without a TWIC before starting your shift.

Should a Port Authority employee or USCG personnel ask you to point out who you are escorting at a given moment, please be able to answer their question in a timely fashion.

If you discover a violation or suspicious activity during your shift immediately call the security gate at (603) 766-9847 and report your observations to the guard.

Vehicles operating in the Secure area are the responsibility of authorized (Company Name) employees and DPH personnel who will monitor drivers that do not maintain a TWIC.

**Remember.** There should only be FIVE people on the main pier without a TWIC at any one time. If there are five personnel without a TWIC on the main pier operating and a sixth person without a TWIC attempts to enter the main pier, they must be advised to wait until at least one person without a TWIC leaves.





## **SECURITY HOURS OF OPERATION, REQUIREMENTS FOR REQUESTING EXTENDED HOURS AND BILLING PROCESS**

**1. Normal Hours of Operation:** The Port Authority provides a guard to control entry to the facility Monday through Friday, 0600 – 1600 (50-Hours), holidays excluded.

**2. Extended Hours:** Port Authority security personnel are available beyond the normal work schedule and on holidays at a rate which is currently set at \$37.00 per hour.

**3. Use of Port Authority personnel required:** As the "Owner or operator" of the Market Street Marine Terminal as defined in 33 CFR 105.200, and being empowered as the "Port Terminal Operator" responsible for "the security of the premises" under RSA 12-G:42, Para. V, the Division Director is responsible to; (1) Control access to the facility, (2) Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and, (3) Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC or is escorted by an authorized person with a valid TWIC, CFR 105.255, (a), (1) – (4).

3.1 Security personnel working extended hours at the request of a tenant remain under the exclusive control of the Division Director and his staff.

**4. Requesting Extended Hours:** All requests must be made through the Division Director, Chief or Deputy Chief Harbor Master, the Operations Manager or the Security Supervisor. In all cases, the Chief or the Deputy Chief Harbor Master should be notified as soon as practicable as they serve as the primary and alternate Facility Security Officers and are ultimately responsible for the scheduling of security personnel.

4.1 Requesting an early opening: Should a tenant require the gate be opened prior to 0600, a minimum of twelve (12) hours' notice is required to make arrangements to have a guard present.

4.2 Requesting a late closing: Should a tenant require the gate be closed at a time later than 1600, a minimum of four (4) hours' notice is required to allow for an adjustment of shifts.

4.3 Requesting a special security detail: From time to time, tenants may recognize the need to have a guard posted on high value equipment or in a particular area to dissuade theft, show a security presence, etc. A minimum of eight (8) hours' notice is required to make arrangements to have a guard present.

4.3.1 Special security details are charged at the rate currently set at \$37.00 per hour.

4.3.2 Security personnel working special security details at the request of a tenant remain under the exclusive control of the Division Director and his staff.

**5. Cancellation and Minimum Fees:** A twelve (12) hour minimum cancellation notification is required when extended hours, early hours or special security details have been requested.

5.1 Tenants who have scheduled late hours, early hours or special security details will be billed for three (3) hours of security service requested if the twelve (12) hour cancellation notification has not been met.

5.2 Tenants who have scheduled late hours, early hours or special security details who cancel a detail once it has started will be billed for the entire shift originally requested.

5.3 Exceptions: Tenants or Contractors requesting a one (1) hour early opening or late closing will be subject to the \$37.00 per hour rate, but not the three (3) hour minimum called for in 5.1 of this section.

**6. Billing:** Guards will keep a detailed log of the hours each tenant company works outside of normal gate hours which as previously noted are, 0600 – 1600, Monday through Friday, Holidays excluded. The log will be reviewed by Port Authority staff on the last business day of each month then forwarded to the Pease Development Authority finance office for billing.

## COMPLIANCE WITH SAFETY RULES AND REGULATIONS

The New Hampshire Port Authority is committed to fostering a safe working environment for our employees, tenants and visitors. The Authority's safety manual requires that *"Any non-employee providing a service or contract work within our facility must be familiar with and observe safety rules and regulations"* (PDA Safety Manual, Section XXII). With our manuals mandate in mind, we require the following from our visitors, tenants and their sub-contractors and all others doing business within the facility;

- **Personal Protective Equipment (PPE) required:** At a minimum, **all** who enter the facility are required to wear a High-Visibility jacket, shirt or vest. If your duties require it, a U.S. Coast Guard approved personal flotation device, an approved safety helmet, **steel** or composite toed boots, work gloves, safety glasses and ear protection may **also** be required. **Please** refer to *"Pease Development Authority – Safety Equipment Requirements"* found on the next page.
- **Visitors in the Work Area:** Visitors are generally prohibited unless **their** visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery **service that will** be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, **email** or phone.
- **Housekeeping and Trash Removal:**
  - **Trash-** All sweepings, solid or liquid wastes, **refuse**, and garbage shall be removed in such a manner as to avoid creating a **menace** to **health** and as **often** as necessary to maintain good sanitary conditions.
  - **Housekeeping-** Form and scrap lumber with protruding nails and all other debris **shall** be kept clear from all work areas; Combustible scrap and debris shall be removed from work areas daily; the work area will be kept orderly, safely maintained, and free from trip hazards.
- **Safety Training and Pre-Operational Safety Meetings:**
  - **Safety Training-** OSHA and the NH Department of Labor require employers to **provide** their employees **initial** and follow-up training during their employment. It is expected that all organizations working on any Port Authority property meet the minimum safety training standards of their industry as required by federal or state law, whichever is appropriate.
  - **Pre-Operations Safety Meetings-** **Before** starting any operation a **pre-operational** meeting is required between the **Authority** and all involved parties, so that everyone is clear about their **roles** and responsibilities. Topics to be covered include;
    - Employees should be alert at all times and never walk under a suspended lift.
    - Respect the right for **EVERYONE** to call a **FULL STOP** if a possible safety issue is **identified**.
    - The requirement that appropriate PPE is worn at **all** times.
    - Never enter a **working** area under the **influence** of drugs or alcohol.
    - Report **all** incidents, accidents and injuries to your immediate supervisor.
    - Exchange of **contact** information for Port and Company leadership.



**Pease Development Authority – Safety Equipment Requirements**

**Safety Equipment**

A. Eye Protection; Shatterproof	K. Safety Observer
B. Hearing Protection; Earplugs or Earphones	L. <b>Long-Sleeved</b> Clothing
C. <b>Gloves</b> ; Protective Leather or Canvas	M. Gloves, <b>Specifically</b> Designed for Welding
D. Gloves; Rubber or Latex, Gauntlet Length	N. Kevlar Pants; <b>Blade</b> binding
E. Breathing Protection; Mask or Respirator	O. Hard-hat with Face Screen and Ear Protection
F. Hard-hat	P. Hot Stick
G. <b>Steel</b> or Composite Toed Footwear	Q. <b>Rubber Mat</b>
H. Welder's Face Mask	R. Latex Gloves
I. Safety Harness	S. Tyvek Pesticide Suit
J. <b>Safety-Line Attached</b>	T. Back Brace
<b>Activity</b>	<b>Safety Equipment Required</b>
<b>Air Cleaning (Compressed Air)</b>	<b>A, B</b>
<b>Chain Saw Operation (Two Person Operation)</b>	<b>A,B,C,F,O,N (O may be substituted for B and F)</b>
<b>Cleaning with Solvents</b>	<b>A,L,P (Follow Manufacturer guidelines)</b>
<b>Climbing (Greater than 10')</b>	<b>C,F,I,J,K</b>
<b>Nail Guns</b>	<b>A,B,C,G</b>
<b>Handling Dead Animals</b>	<b>R</b>
<b>High-Voltage Work (Two Person Operation)</b>	<b>A,B,D,F,L,P,Q</b>
<b>Jack Hammering or Heavy Equipment</b>	<b>A,B,C,G</b>
<b>Leaf Blowers</b>	<b>A,B</b>
<b>Mowing (Push Mower)</b>	<b>A,B,G</b>
<b>Mowing (Riding Mower)</b>	<b>B,G</b>
<b>Painting (Airless Sprayer)</b>	<b>A,B,E</b>
<b>Pesticide Application</b>	<b>A,B,D,E,S</b>
<b>Power Tools (Drills, Saws, Grinders, etc)</b>	<b>A,B, E</b>
<b>Sanding</b>	<b>A,E</b>
<b>Torch Cutting</b>	<b>H,L,M</b>
<b>Welding</b>	<b>H,L,M (Contact Lenses Are Forbidden)</b>
<b>Wood Chipping</b>	<b>A,B,C,F,G,N (O may be substituted for B and F)</b>
<b>Work On or Near the Water*</b>	<b>USCG Approved Work or Life Vest</b>

\*29 CFR § 1917.95,(b), **Personal flotation devices (PFDs)**. (1) The employer shall provide, and shall direct the wearing of PFDs for those employees, such as line handlers, who are engaged in work in which they may be pulled into the water: (i) When such **employees** are working in isolation, or (ii) Where physical limitations of available working space creates a hazard of falling into the water, or (iii) Where the work area is obstructed by cargo or other obstacles so as to prevent employees from obtaining safe footing for their work. (2) PFDs (life preservers, life **jackets**, or work vests) worn by each affected employee must be United States Coast Guard (USCG) approved pursuant to 46 CFR part 160 (Type I, II, III, or V PFD) and marked for use as a work vest, for commercial use, or for use on vessels. (3) Personal flotation devices **shall** be maintained in **safe** condition and shall be considered unserviceable when damaged so as to affect buoyancy or fastening capability.

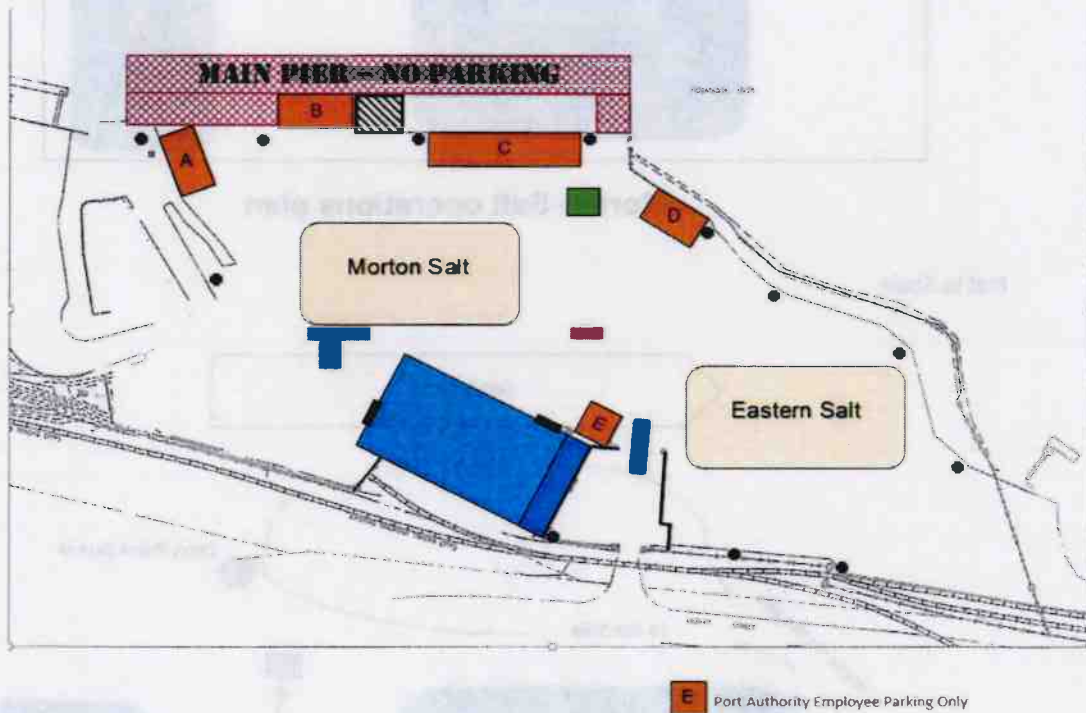
## General Parking Plan

It is a best practice from both a safety and security perspective to designate specific areas of the terminal as authorized parking areas. With that in mind, the Authority has designated five (5) areas where parking is authorized based on the prevailing business conditions within the terminal. **Parking areas may be altered with very little notice depending on operations.**

### Parking Prohibited

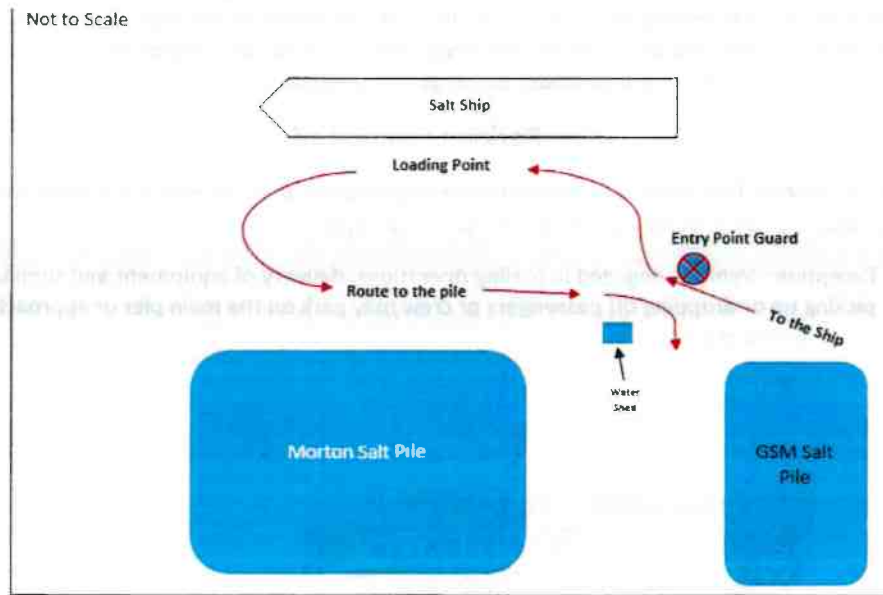
Parking on the Main Pier and the Approach Bridge is prohibited at all times in accordance with the Directors orders and OSHA regulation 29 CFR Part 1917.16(a).

Exception: Vehicles engaged in fueling operations, delivery of equipment and supplies or picking up or **dropping** off passengers or crew may park on the main pier or approach bridge until the task is complete.



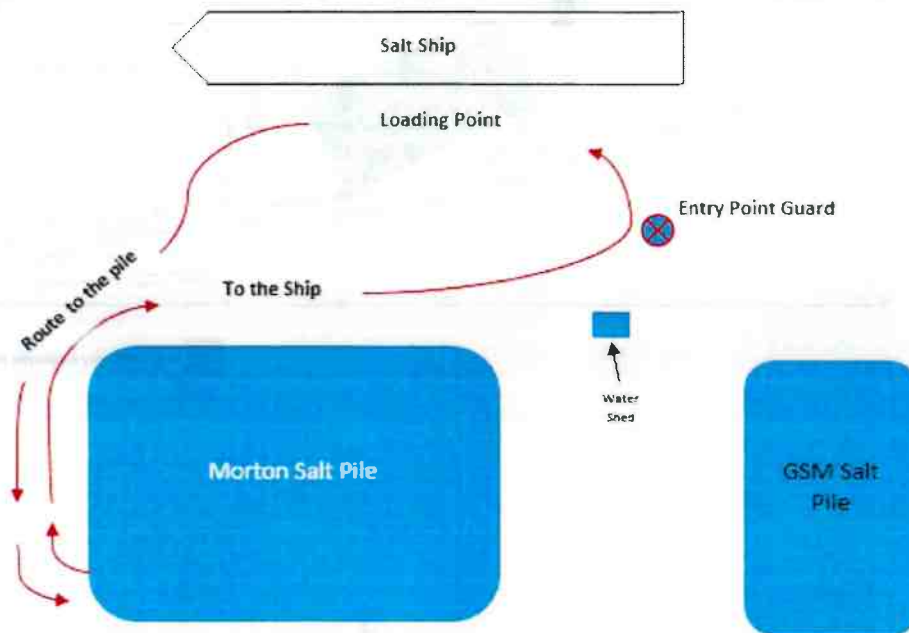


### GSM Salt operations plan.



### Morton Salt operations plan

Not to Scale



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