

**RATE SCHEDULE NO. 4-B**

Original Title Page

**TIDEWATER BARGE LINES, INC.**

**RATE SCHEDULE NO. 4-B**

**NAMING**

**LOCAL RATES, RULES AND REGULATIONS**

**GOVERNING THE TRANSPORTATION OF:**

**GRAIN**

**(As Described in Item 90)**

**Via BARGE**

<b>Between Points and Ports On the Following Rivers:</b>			
<b>Clearwater</b>	<b>Columbia</b>	<b>Snake</b>	<b>Willamette</b>

**BULK GRAIN RATE SCHEDULE**

**ISSUED: October 1, 2009**

**EFFECTIVE: November 1, 2009**

**ISSUED BY:**  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

**RATE SCHEDULE NO. 4-B**

Tidewater Barge Lines, Inc.

**CALL or FAX**

**TEL# (360) 693-1491 – FAX# (360) 694-8981**

**For additional copies of this publication**

**ISSUED: October 1, 2009**

**EFFECTIVE: November 1, 2009**

**ISSUED BY:  
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P.O. Box 1210  
Vancouver, WA 98666-1210**

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

**1<sup>st</sup> Revised Page**

**EFFECTIVE: July 1, 2004**

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### EXPLANATION of ABBREVIATIONS USED in THIS SCHEDULE

AKA ..... Also Known As	WA ..... Washington
Cor ..... Correction	WT ..... Weight
ID ..... Idaho	◆ ..... Reduction
MIN ..... Minimum	◆ ..... Increase
No(s) ..... Number(s)	§ ..... Addition
OR ..... Oregon	▲ -----Denotes changes in wording which result in ..... neither increases nor reductions in charges
Viz. .... Namely	■ ..... Page contains no substantive changes

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1<sup>st</sup> Revised Page

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**FOR FUTURE APPLICATION**

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## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

7th Revised Page

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### CHECK SHEET

All of the pages contained in this Schedule are listed consecutively. REV# indicates Revision Number. "O" in the REV# column indicates an original page.

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**RATE SCHEDULE NO. 4-B**

Tidewater Barge Lines, Inc.

■ 2nd Revised Page

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## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

<b>2nd Revised Page</b>		<b>EFFECTIVE: October 1, 2006</b>
<b>APPLICATION of RATES – RULES AND REGULATIONS</b>		<b>ITEM</b>
<b><u>AGREEMENT</u></b>		
<p>This Rate Schedule governs the transportation of grain as described herein. The loading of grain aboard carrier's barges shall constitute an agreement by the consignor and consignee to all of the rates, charges, rules and regulations, which are set forth herein, and an agreement that said rates, charges, rules and regulations shall control over any conflicting or different grain tariff of the consignor and consignee.</p>		<b>10</b>
<b><u>ABSORPTION</u></b>		
<p>The carrier will not absorb any charges for dockage, wharfage or any other loading or unloading charges, which may be assessed against the vessel or cargo by the consignor or consignee unless specifically ordered by the carrier.</p>		<b>20</b>
<b><u>ALLOWANCE FOR LOADING ON SATURDAY, SUNDAY OR HOLIDAYS</u></b>		
<p>When, at the request of carrier shipper agrees to load and release a barge on a Saturday, Sunday or Holiday (as defined in Paragraph (F) of Item 160), carrier will make an allowance of \$600.00 per barge to such shipper (See Exception).</p> <p>EXCEPTION: The allowance provided in this item will NOT apply to barges set prior to 8:00 a.m. of the business day immediately preceding such Saturday, Sunday or Holiday.</p>		<b>30</b>
<b><u>APPLICATION OF RATE SCHEDULE</u></b>		
<p>Except as otherwise specifically provided, rates named in this rate schedule:</p> <p>A. Apply on commodities described in Item 90, in straight shipments.</p> <p>B. Are named in cents per ton of 2,000 pounds.</p> <p>C. Apply on total net weight.</p> <p>D. Apply from elevators, docks, or wharves at point of origin to one consignee at elevators, docks, or wharves at point of destination and do not include elevation, loading, unloading, handling, slow discharge penalties or any other charges at point of origin or destination.</p> <p>§E. Do not include cargo loading or discharge. All costs and liability for loading and discharge to be for shipper's sole account.</p>		<b>40</b>
<b><u>AVAILABILITY OF BARGES</u></b>		
<p>Carrier will accept orders for specific size barge(s) for the shipment of wheat subject to the availability thereof.</p>		<b>50</b>
<b><u>BILL of LADING</u></b>		
<p>When property is transported subject to the provisions of this schedule, the acceptance and use is required of the carrier's bill of lading, (a sample of which is provided on pages 7 thru 12), provided, however, that where the applicable rates do not include the loading or unloading of cargo, the carrier shall not be liable for any loss or damage to the cargo during the loading and/or unloading thereof, the provisions of the carrier's bill of lading to the contrary notwithstanding.</p>		<b>60</b>
<b><u>BOOKING, PRIOR</u></b>		
<p>Carrier will not be bound to furnish transportation as provided for herein unless arrangements therefore satisfactory to the carrier have been previously arranged for with the carrier.</p>		<b>70</b>
<b><u>COMMODITIES, CONTAMINATION OF</u></b>		
<p>For the transportation of commodities as described in Item 90, barges furnished by Carrier shall be generally suitable for the carriage of such commodities. Such barges shall be furnished for loading in a generally clean and dry condition within the customary practice of the local industry. Where Shipper desires that the barges be cleaned to a higher than customary standard, such requirements must be communicated to and accepted by the Carrier in advance and in writing. Charges for special cleaning shall be for the account of the Shipper. Shipper has the right to inspect any barge tendered by carrier. Any exception taken by Shipper to any condition of the barge must be delivered to the Carrier in writing and in advance of loading. Loading of the barge shall constitute Shipper's acceptance of the condition and suitability of the barge for carriage of the cargo.</p> <p>In the event foreign material is mixed with grain, any costs incurred by carrier because of contamination by such other foreign material – Viz. – rock, rags, dirt, dust, water or other foreign materials shall be for the account of the loading elevator. Such costs include but are not limited to additional barge demurrage, barge cleaning, tug services and switching costs.</p>		<b>80</b>
<b>Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.</b>		
<b>ISSUED: October 1, 2009</b>		<b>EFFECTIVE: November 1, 2009</b>
<p><b>ISSUED BY:</b>  <b>Dennis McVicker, President</b>  <b>P.O. Box 1210</b>  <b>Vancouver, WA 98666-1210</b></p>		

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

5th Revised Page

EFFECTIVE: November 1, 2009

### APPLICATION of RATES – RULES AND REGULATIONS

ITEM

#### COMMODITIES, DESCRIPTION OF

Rates, rules, regulations and other provisions published in this schedule apply ONLY on GRAIN and RELATED COMMODITIES, Viz:

Shelled Corn, Barley, Buckwheat, Emmer, Oats, Rye, Spelt or Wheat (thrashed), Soy Beans, Canola Seed, and Other related grains and seeds; air dried or otherwise dried, in bulk. Such material is of a free flowing nature.

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#### DEFINITION OF TERMS

##### CARRIER

The term "carrier" shall be understood as meaning "Tidewater Barge Lines, Inc."

##### SHIPMENT

The term "shipment" shall be understood as meaning a lot received from one shipper, on one Shipping Order or Bill of Lading, at one point, at one time, for one consignee, at one destination.

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#### FUEL SURCHARGE PROCEDURE

Transportation rates in Items 170 & 180 shall be subject to a fuel surcharge calculated as follows:

On the first business day of every month, the Oil Price Information Service for ▲ Gross No. 2 NRLM Distillate for Portland, Oregon will be obtained for all the weekly postings of the immediately preceding month. If the average of these weekly postings is at least 5 cents per gallon higher than the base price of \$1.25 per gallon, the transportation rates in Items 170 & 180 will be increased by 1.00% for each 5 cent change in the average fuel price above the base price for the immediately following month.

Note: The effective starting date for the diesel fuel surcharge will be October 1, 2009. On August 1, July posting data will be used to determine surcharge for the month of September.

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▲Gross No. 2 NRLM Distillate Price (dollars & cents)	Adjustment
1.25	0
1.30	1.0%
1.35	2.0%
1.40	3.0%
1.45	4.0%
1.50	5.0%
1.55	6.0%
1.60	7.0%

#### MARINE CARGO INSURANCE

Rates named in this Schedule include Marine Cargo Insurance. Carrier will in no event be responsible for indirect or consequential damages, including without limitation extra expense, loss of profits, loss of use of property, delay or damages consequential upon loss of use, whether resulting from negligence, breach of this contract or otherwise by Carrier and even if the possibility of such damages was foreseeable by Carrier or Shipper had advised Carrier of the possibility of such damages.

This insurance is free from any claim:

- A. For loss of market, damage or deterioration arising from delay.
- B. Arising out of inherent vice, wear and tear, gradual deterioration, latent defects, rot, decay, or contamination.
- C. Arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination or from any chemical, biological, biochemical or electromagnetic weapon.
- D. Arising out of improper or insufficient loading or discharging of cargo.
- E. For damage arising prior to cargo coming under Tidewater's care, custody and control or after cargo leaves Tidewater's care, custody, and control.

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Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.

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# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

■ 1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

## STRAIGHT BILL OF LADING

Received by TIDEWATER BARGE LINES, INC. Hereinafter Called the Carrier

At \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_

For Transportation on Barge \_\_\_\_\_ B/L No. \_\_\_\_\_

From \_\_\_\_\_ PRQ. No. \_\_\_\_\_

hereinafter called the Shipper, the goods or packages said to contain goods, hereinafter mentioned, in apparent good order and condition unless otherwise indicated in this Bill of Lading, to be transported by the barge named herein subject to all the terms and conditions of this Bill of Lading to the port of discharge or so near thereunto as the barge can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges due thereon, with liberty, in the discretion of the Carrier before or after shipment or loading, and whether or not the goods, in whole or in part, are shut out from the barge(s) named herein for any cause, to substitute, or forward the whole or any portion of the goods under the terms of this Bill of Lading by any other barge(s) or barge(s) although prior or subsequent, of the Carrier's own line, or at the option of the Carrier, of any other line.

(Mail Address-Not for Purpose of Delivery)

Consigned to \_\_\_\_\_  
 \_\_\_\_\_

Destination of Goods \_\_\_\_\_ Port of Discharge from Barge \_\_\_\_\_  
 (if Goods to Be Transhipped at Port of Discharge)

Routing Beyond Port of Discharge \_\_\_\_\_  
 Particulars Furnished By Shipper of Goods

Quantity or Number of Pieces or Pkgs.	DESCRIPTION OF GOODS AND LEADING MARKS	GALLONAGE		Gross Wt. Pounds
		Gross	Net	
Unless otherwise stated herein, the description of the goods, and the particulars of the packages mentioned herein, are those furnished to the Carrier in writing by the Shipper, and the Carrier shall not be responsible for the correctness of leading marks, or of the number, quantity, weight, gauge, measurement, contents, nature, quality or value of the goods.		Collect Freight From		

It is agreed that the custody and carriage of the goods are subject to all of the terms and conditions of this Bill of Lading (whether set forth on the face or reverse hereof) and to all of the terms and conditions of all the provisions of carrier's applicable, published tariffs and rules pertaining thereto which may or may not be filed with the Interstate Commerce Commission or other regulatory body, all of which shall govern the relations, whatsoever they may be, between the Carrier, on the one hand, and the Shipper, consignee and goods on the other, in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or abandonment of the voyage, or of unseaworthiness of the barge at the time of loading or inception of the voyage or subsequently, and none of the terms or conditions of this Bill of Lading shall be deemed to have been waived by the Carrier, except by express waiver in writing signed by a duly authorized agent of the Carrier.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_  
 \_\_\_\_\_ per \_\_\_\_\_

IN WITNESS WHEREOF, the Master or Agent of the barge has signed this Bill of Lading

\_\_\_\_\_  
 Shipper

TIDEWATER BARGE LINES, INC.  
 \_\_\_\_\_  
 Carrier

By \_\_\_\_\_

By \_\_\_\_\_  
 For the Master

MEMO COPY

Form No.47

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
 Dennis McVicker, President  
 P.O. Box 1210  
 Vancouver, WA 98666-1210

# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

## TERMS AND CONDITIONS

1. **CLAUSE PARAMOUNT.** This Bill of Lading and the applicable tariff of Carrier shall have effect while the goods are in the custody of the Vessel or Carrier, its agents, servants and independent contractors. When this Bill of Lading governs, it is subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936 ("COGSA"), which are incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights, immunities, or limitations or an increase of any of its responsibilities or liabilities under COGSA. If any term of this Bill of Lading is repugnant to COGSA to any extent such term shall be void to that extent, but no further. COGSA shall govern throughout the time the goods are in the custody of or are the responsibility of Carrier, including before the goods are loaded on and after they are discharged from the Vessel.

The terms of this Bill of Lading shall be separable, and if any part of term hereof is invalid or unenforceable, such circumstance shall not affect the validity or enforceability of any other part or term hereof.

Carrier shall be entitled to the full benefits of all rights and immunities and all limitations of, and exemptions from, liability provided in or authorized by 46 USC Sections 181 to 186 inclusive and 188. Carrier shall also be entitled to the full benefits of all rights and immunities and all limitations of, or exemptions from, liability contained in any law of the United States or any other country or place whose laws shall be applicable. This Bill of Lading shall not be deemed to give rise to a personal contract of Carrier. Nothing in this Bill of Lading, expressed or implied, shall be deemed to waive or operate to deprive Carrier of or lessen the benefits of any such rights, immunities, limitations or exemptions.

2. **DEFINITIONS.** In this Bill of Lading the word "Vessel" shall include the barge named in this Bill of Lading, its towing tug or tugs, any substitute vessels and any craft, lighter, towboat, or other vessel used in the performance of this Bill of Lading. The word "Carrier" shall include the company named as carrier on the face side of this Bill of Lading, the Vessel as defined herein and her owners, operators, and demise charterers, any substituted carrier, and also any time charterer or person to the extent bound by this Bill of Lading, whether acting as carrier or bailee. The word "Shipper" shall include the person named as such in this Bill of Lading, the shipper, the consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped. The word "goods" means the cargo accepted from Shipper and includes the containers and/or rolling equipment not supplied by or on behalf of Carrier. The word "person" shall include an individual, corporation, partnership and any other entity. The word "charges" shall include freight and all general average, salvage, special charges, expenses, amounts and money obligations whatsoever payable by or chargeable to or for account of the goods or Shipper regardless of whether sustained, incurred or paid by Carrier in the first instance. The word "package" shall include any piece, shipping unit, machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk, provided however that, in the case of goods carried in containers, vans or trailers, the word "package" shall mean the container, van or trailer.

3. **SCOPE OF VOYAGE/LIBERTIES.** The scope of voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The Vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once. The Vessel may for matters occurring before loading the goods, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry-dock with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores in any quantity at the discretion of Carrier, remain in port, sail with or without pilots, tow and be towed, and go to the assistance of vessels in distress to save or attempt to save life or property; and all the foregoing are included in the contract voyage and shall not be considered deviations. All derelicts and salvage shall be for the sole benefit of Carrier. Carrier may substitute another vessel for the named vessels at any time prior to or during the voyage. Carrier makes no warranties as to the time of delivery of the goods or that the goods will be delivered for any particular use or market.

4. **TRANSSHIPMENT.** Carrier may transship and forward all or any part of the goods whenever they are consigned to a place where the Vessel does not expect to discharge, or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at the port of shipment, or at any other place or places, whether or not within the voyage contracted for above, and may be made by any vessel or vessels or any other means of water, land or air transportation or combinations of such means selected by Carrier, whether operated by Carrier or not, and regardless of actual or scheduled time of arrival or departure as compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regular bill of lading, freight note, contract or other shipping document of the oncarrier, whether issued or not, even though less favorable to Shipper in any respect whatsoever than this Bill of Lading and even though Carrier's own through bill of Lading has been issued, in which case such issuance is for convenience only and does not bind Carrier after the goods have been discharged from Carrier's vessel. In all matters whatsoever connected with transshipment or forwarding, Carrier shall act solely as Shipper's forwarding agent and without any further responsibility. Shipper expressly authorizes Carrier, as such agent, to arrange with the oncarrier for the lowest valuation of the goods or limitations of liability contained in such bill of lading or other documents of the oncarrier. Pending or during transshipment, Carrier may store the goods in any place, ashore or afloat, at their own risk and expense, and in so doing shall be considered solely the agent of Shipper. Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss or damage after the goods have been discharged from Carrier's vessel. The goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, cartage, handling charges or increase in oncarrying rates beyond those used in computing freight charges on this shipment.

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# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

## TERMS AND CONDITIONS (continued)

Carrier or the master, in the exercise of its or his discretion, may at any time, whether or not customary and without notice, require the goods to be lightered to or from the Vessel at the risk and expense of the goods, and, in this event, Carrier or the master may make arrangements for lighterage or use of craft but, in so doing, shall be considered solely as the agent of Shipper and without any other responsibility whatsoever. Carrier shall not be responsible for the choice of condition, seaworthiness or manning of such lighter or craft nor for any loss or damage to the goods while on such lighter or craft or in the custody of the lightermen who shall be considered agents of the Shipper.

If Carrier elects to lighter the goods in or with lighters or crafts operated or controlled by it, Carrier shall have the benefit of all the liberties, rights, exemptions, immunities and limitations contained in this Bill of Lading with respect to such lighterage and may collect the cost thereof from Shipper.

5. ON DECK CARRIAGE. Transportation hereunder will be accomplished by the use of an unmanned barge or barges without motive power of their own, to be towed by a towing vessel or vessels on a single, double or multiple tow basis. All goods accepted hereunder may be carried without notice to Shipper either under the covered deckhouse (if any) or on deck or on the roof of the deckhouse (if any) of said barge or barges at Carrier's option, any custom or practice of the trade to the contrary notwithstanding. Goods so carried shall be subject to the provisions herein and shall participate in general average. All risk of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1(c) thereof.

6. SPECIAL CIRCUMSTANCES. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of carrier or the master is likely to give rise to risk of capture, seizure, detention, damage, delay (howsoever long or short) or disadvantage to or loss of the Vessel or any part of her cargo, or to make it unsafe, imprudent, unlawful or impossible for any reason to commence or proceed on or continue the voyage, or to enter or discharge or continue to discharge the goods at the port of discharge, or to give rise to any delay (howsoever long or short) or difficulty in arriving, discharging or continuing to discharge or leaving the port of discharge. Carrier or the master may before loading or before the commencement of the voyage, require Shipper to take delivery of the goods at the port of shipment, and upon failure to do so may discharge and warehouse the goods at Shipper's risk and expense; or Carrier or the master, whether or not proceeding toward or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the goods, may discharge the goods and/or unpack the containers at the port of shipment or at any other port in depot, lighter, craft or other place or may discharge and forward them by any means (rail, water, land or air) at the risk and expense of Shipper to any port or place whatsoever at Carrier's or the master's sole discretion and Carrier or the master in making arrangements for any such forwarding shall be the forwarding agent of Shipper; or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at Carrier's or master's sole discretion and discharge the goods or any part thereof at any such port, or Carrier may retain same on board until the return trip or until such time as Carrier or the master thinks advisable and discharge them at any place whatsoever as herein provided.

Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and Carrier shall be freed from any further responsibility. When the goods are discharged from the Vessel as provided in this clause they shall be at the risk and expense of Shipper and all charges incurred shall be payable by Shipper. When the place of delivery is named herein and the goods are oncarried by Carrier from the port at which they are discharged from the Vessel as provided in this clause to such place of delivery Shipper shall pay all additional charges and transport costs in connection therewith.

7. GOVERNMENTAL OR OTHER ORDERS. Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment or movements, or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival, routes, zones, ports of call, stoppages, discharge destination, delivery or in any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority, including any de facto government or local authority, or by any person or body acting or purporting to act as or with the authority of any such government or authority, or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In complying therewith, Carrier shall have, but shall not be limited to, the liberties as to disposition of the goods contained in Clause 6 hereof, Carrier and the Vessel may carry goods declared by any belligerent to be contraband, persons belonging to, or intending to join, the armed forces or government services of any belligerent, explosives, munitions, war-like stores or hazardous cargo, and may sail armed or unarmed, with or without convoy. In addition to all other liberties herein, Carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods, and the goods shall be solely at their risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be a lien on the goods.

8. DESCRIPTION OF GOODS. Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the goods is as furnished by Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the Vessel against all losses, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

ISSUED: October 1, 2009

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ISSUED BY:  
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P.O. Box 1210  
Vancouver, WA 98666-1210

# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

## TERMS AND CONDITIONS (continued)

9. COOPERAGE, FINES. Shipper shall be liable for all expenses for mending cooperage, bailing or reconditioning of the goods of packages and gathering of loose contents of packages, also for any payment, expense, fine, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of Shipper to procure consular or any other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

10. CARRIAGE AFFECTED BY CONDITIONS OF GOODS. If it appears to Carrier or the master at anytime that the goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the container or the goods or any part thereof, Carrier or the master may, without notice to Shipper, take any measure(s) and/or incur any reasonable additional expertise to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. Shipper shall indemnify Carrier against any reasonable additional expense so incurred.

### 11. DANGEROUS GOODS, CONTRABAND.

(1) Carrier undertakes to carry goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon Carrier's acceptance of a prior written application by Shipper for the carriage of such goods. Such application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous with the full names and addresses of the shipper and consignee.

(2) Shipper shall undertake that the nature of the goods referred to in the preceding paragraphs distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by Carrier.

(3) Whenever the goods are discovered to have been received by Carrier without complying with paragraph (1) or (2) above or the goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during the transport, Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such goods.

(4) Carrier may exercise or enjoy the right or benefit conferred upon Carrier under the preceding paragraph whenever it is apprehended that the goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, vessel, cargo, persons and/or other property.

(5) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of Shipper.

12. EARNED FREIGHT. Full freight and charges hereunder to port of discharge named herein shall be considered completely and irrevocably earned upon commencement of loading whether the freight be stated or intended to be prepaid or to be collected at destination; and Carrier shall be entitled to all freight and charges due hereunder whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, Vessel and/or goods lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of loading or elsewhere, any forwarding of the goods or any part thereof shall be at the risk and expense of the goods.

Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharge weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by Shipper, but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, Shipper and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods.

Freight, demurrage and other charges shall be paid to Carrier in United States currency, without discount or sell-off of any kind, at such place and in such manner as Carrier may direct.

Carrier shall have a lien on the goods for all charges payable to Carrier under this contract and for the cost of recovering the same, and Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper. Shipper shall remain responsible for payment of such sums due hereunder.

13. BOTH TO BLAME COLLISIONS. If the vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligence or other fault on the part of Carrier or its servants or subcontractors, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Shipper paid or payable by the other or non-carrying vessel or her owners to Shipper and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provision shall also apply where the owners, operators or those in charge of any vessels or objects other than or in addition to the colliding vessels or objects are at fault in respect of a collision or contract.

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

## TERMS AND CONDITIONS (continued)

14. GENERAL AVERAGE/NEW JASON CLAUSE. General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, excluding Rule 22, at such port or place in the United States as may be selected by Carrier, and as to matters not provided for by these Rules according to the laws and usages of the port of San Francisco. Notwithstanding Rule 10(b) of said York-Antwerp Rules, however, it is expressly agreed that the cost of handling, discharging and restowing cargo shall be admitted as general average when reasonably necessary for the safe prosecution of the voyage as well as under the circumstances set forth in said Rule.

In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by Carrier, must be furnished before delivery of goods. Such cash deposit as Carrier or its agent may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall, if required, be made by the goods and Shipper to Carrier before delivery. Such deposit shall, at the option of Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which Carrier is not responsible by statute, contract or otherwise, the goods and Shipper shall contribute with Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by Carrier, salvage shall be paid for as fully and in the same manner as if such salvage ship or ships belonged to strangers.

15. STRIKE CLAUSE. If an actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppages and restraints of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from the loading port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading berth until the master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the goods pursuant to this Bill of Lading, to depart the loading berth with whatever goods have been loaded aboard the Vessel, or with Shipper's consent to load the goods at Shipper's expense at an alternative port. If an actual or threatened labor disturbance of any kind including strikes, lockouts, stoppages and restraints of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the unloading berth until termination of said disturbance or to discharge the goods or a portion thereof at an alternative port, the next scheduled port of call or the loading port which discharge shall constitute complete delivery under this Bill of Lading.

16. ICE CLAUSE. If ice or the threat thereof will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from the loading port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading port until the master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the goods pursuant to this Bill of Lading, to depart the loading port with whatever goods have been loaded aboard the Vessel, or with Shipper's consent to load the goods at Shipper's expense at an alternative port. If ice or the threat thereof will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage to the vessel or her cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the unloading berth until termination of said ice condition or to discharge the goods or a portion thereof at an alternative port, the next scheduled port of call, or the port of loading which discharge shall constitute complete delivery under this Bill of Lading.

17. NUCLEAR CLAUSE. Notwithstanding any provision whether written or printed contained in this Bill of Lading, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from the cargo permitted to be loaded or carried under this Bill of Lading. This exclusion does not apply to radio isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes, provided Carrier's prior approval has been obtained to the loading thereof.

18. EXCEPTIONS CLAUSE. Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder arising or resulting from the happening and/or threat and/or aftereffects of one or more of the following: act of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, pirates or assailing thieves, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Shipper, his agent or representative, strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general riots or civil commotions, act, neglect, or default of the master, pilots, mariners or other servants of Carrier in the navigation or management of the Vessel; barratry; ice, fire unless caused by the actual fault or privity of the Carrier; explosion, collision, stranding, perils, dangers and accidents of the sea or other navigable waters; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; insufficiency or inadequacy of marks; bursting of boilers, breakage of shafts or any latent defect in hull, equipment machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence on the part of Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied, saving or attempting to save life or property at sea or any deviation in rendering such service; loss of or material damage to the Vessel; any other similar or dissimilar cause beyond the control of Carrier.

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

## TERMS AND CONDITIONS (concluded)

19.

NOT APPLICABLE

20. VALUATION. Carrier shall not be liable in any event for any loss, damage, misdelivery or delay with respect to the goods in an amount exceeding \$500.00 lawful money of the United States per package, or in the case of goods not shipped in packages, per customary freight unit, unless the nature of the goods and a valuation thereof higher than \$500.00 is declared in writing by Shipper on delivery of the goods to Carrier and inserted in the Bill of Lading and extra freight is paid thereon as required by the applicable tariff to obtain the benefit of such higher valuation, in which even Shipper agrees that the value of the goods shall not exceed such declared value, and any partial loss or damage shall be adjusted pro rata on the basis thereof. It is understood that the word "package" includes any piece, shipping unit, machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk. In the case of goods carried in container, vans or trailers, the word "package" shall mean the container, van or trailer. Carrier shall in no event be responsible for indirect or consequential damages, including without limitation extra expense, loss of profits, loss of use of property, delay or damages, consequential upon loss of use, whether resulting from negligence, breach of this contract or otherwise by Carrier, and even if the possibility of such damages was foreseeable by Carrier, or Shipper had advised Carrier of the possibility of such damages. Carrier shall have the option of replacing any lost goods and replacing or reconditioning any damaged goods. No oral declaration or agreement shall be evidence of a value different from that provided herein.

21. NOTICE OF LOSS OR DAMAGE - TIME FOR SUIT. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or his agents before or at time of delivery of the container(s) or the goods to Shipper, such delivery shall be prima facie evidence of the receipt by Shipper of the container or the goods as described in this Bill of Lading. If the loss or damage is not apparent the notice must be given within 3 days of the delivery. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered. Suit shall not be deemed brought against Carrier or Vessel unless jurisdiction shall have been obtained over Carrier or Vessel, or both, by service of process on Carrier or a written agreement by Carrier to appear.

22. LUMBER, TIMBER, PLYWOOD, ETC. Neither Carrier nor the Vessel shall be responsible for stains, discoloration, shakes, holes, chafage, breakage or splitting of lumber, timber, plywood or wood products, whether or not unprotected or partly covered.

23. NO VALUABLES. Shipper agrees not to ship; bank bills, coin or currency, deeds, drafts, notes or valuables papers of any kind, jewelry other than costume or novelty jewelry, postage stamps or letters and packets of letters with or without postage stamps affixed; United States Post Office Department mail of any class; precious metals or articles manufactured therefrom; precious stones; revenue stamps; antiques; or other related or unrelated old, rare or precious articles of extraordinary value.

24. FIRE. Carrier shall not be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

25. EXTENSION OF BENEFITS. All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading or by COGSA or by any applicable statute for the benefit of the Vessel or Carrier shall also apply to and for the benefit of the master, officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or Carrier as employees, servants, agents or contractors of Carrier (including, without limitation, stevedores and terminal operators), and the directors, officers, employees, servants, agents and subcontractors of such parties.

26. HEADINGS FOR CONVENIENCE. The heading of the above clauses are for the convenience of reference only and shall not affect the interpretation of terms of this Bill of Lading.

27. FURTHER AGREEMENTS. All prior agreements or freight engagements for the shipment of the goods are superseded by this Bill of Lading. If required by Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods.

It is specifically agreed that during any rail or motor vehicle carriage prior to or subsequent to the time the water carrier has custody of the goods or containers such carriage shall be governed by and subject to the terms and conditions of rail or motor vehicle carrier's bill of lading.

It is also agreed that the carriage of the goods hereunder is subject to all the terms and provision of the tariffs on file with the Federal Maritime Commission, the Interstate Commerce Commission or other regulatory body which govern the particular portions of carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

2<sup>ND</sup> Revised Page

EFFECTIVE: July 1, 2008

### APPLICATION OF RATES – RULES AND REGULATIONS

ITEM

#### MINIMUM WEIGHTS

The minimum weight per barge shall be the minimum weight opposite its designated number below, except, when in the opinion of the carrier, the perils of navigation (such as high or low water or other operating conditions) make light loading necessary. At no time are barges to be loaded to a draft greater than 14 feet (See Note) In such instances carrier may, at its option, accept for transportation barge load lots of lesser quantities at the rates named in items making reference hereto.

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NOTE: Carrier will refuse barges when loaded to a draft greater than 14 feet and said barges will be subject to demurrage charges in Item 160 until draft is reduced to 14 feet or less.

BARGE DESIGNATION	MIN. WT. PER BARGE (TONS)			BARGE DESIGNATION	MIN. WT. PER BARGE (TONS)	
	WHEAT	ALL OTHER GRAINS			WHEAT	ALL OTHER GRAINS
36	1850	1660		91	3500	3100
37	1850	1660		92	3500	3100
38	2650	2340		93	3500	3100
39	2750	2465		165	3400	3040
41	2600	2340		166	3400	3040
42	2600	2340		167	3400	3040
43	2600	2340		168	3400	3040
44	2600	2340		§ 410	2950	2650
45	2600	2340		§ 420	3400	3040
46	2950	2650		§ 430	3400	3040
47	2950	2650		§ 440	3400	3040
48	2950	2650		§ 450	3400	3040
49	2950	2650		§ 460	3400	3040
51	2950	2650		§ 470	3400	3040
52	2950	2650		550	2450	2230
53	2950	2650		551	2450	2230
54	2950	2650		552	2450	2230
55	2950	2650		553	2450	2230
56	2950	2650		600	2950	2650
57	2950	2650		601	2950	2650
58	2950	2650		602	2950	2650
61	2950	2650		603	2950	2650
62	2950	2650		700	3500	3070
63	2950	2650		701	3500	3070
64	2950	2650		702	3500	3070
71	3400	3040		703	3500	3070
72	3400	3040		704	3500	3070
73	3400	3040		705	3500	3070
74	3400	3040		706	3500	3070
75	3400	3040		707	3500	3070
76	3400	3040		708	3500	3070
77	3400	3040		709	3500	3070
78	3400	3040		1007	2950	2620
79	3400	3040				
81	3400	3040				
82	3400	3040				
83	3400	3040				

Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

APPLICATION OF RATES – RULES AND REGULATIONS	ITEM
<b><u>PAYMENT of CHARGES – EXTENSION of CREDIT</u></b>	
<p>A. Except as the granting of credit and conditions of payment are provided for in this rule, the carrier shall deliver or relinquish possession of freight transported ONLY after all rates and charges applicable to the shipment as stated herein have been paid.</p> <p>B. After taking the necessary precautions to assure timely payment of rates and charges stated herein, the carrier may, at its discretion, deliver or relinquish possession at destination freight transported in advance of receiving actual payment.</p> <p>C. When the freight bill is originally presented for payment to either the shipper or consignee, the credit period shall begin from the first 12:00 o'clock midnight following presentation and extend for a period of twenty calendar days.</p> <p>D. In cases where the original total charges of the freight bill have been paid and thereafter additional freight charges are presented to either the shipper or consignee, the carrier may extend credit in the amount of the additional charges for a period of twenty calendar days, to be computed from the first 12:00 o'clock midnight following presentation of the subsequent filling.</p> <p>E. Payment of freight charges will be valid checks, drafts, money orders or other tender satisfactory to the carrier.</p> <p>F. When the freight charges are not paid within the credit period in paragraphs D and E of this Item, a late payment charge of 1.5% of the original amount of the freight bill per month may be assessed.</p>	<b>130</b>
<b><u>SHRINKAGE</u></b>	
<p>Carrier will NOT be responsible for loss due to natural shrinkage and the following will govern all loss from this source:</p> <ol style="list-style-type: none"> <li>1. When liability is established, there shall be deducted from the loss in weight on all Grain one-fourth of one percent of the total weight of the contents of barge.</li> <li>2. This deduction represents reasonable shrinkage due to evaporation or other natural causes and is to be made from shipping weights.</li> <li>3. Claims will be adjusted by carrier in accordance with the law that governs.</li> <li>4. In case of a disputed claim the records of both the claimant and the carrier shall be available to both parties.</li> </ol>	<b>140</b>
<b><u>SPLIT PICKUP by BARGES</u></b>	
<p>Upon request, the carrier will make pickup of a single shipment at not more than two docks, subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. Split pickup will be provided ONLY when the split pickup point is directly intermediate between the original point of origin and the point of destination.</li> <li>2. The charge for the extra pickup shall be \$1,500, which shall be in addition to all other applicable in Paragraph (3) below.</li> <li>3. MINIMUM CHARGE: The minimum charge at each point of pickup shall be the charge resulting from multiplying the rate applicable from the point of pickup times the weight loaded thereat but NOT less than the rate times 50 percent of the minimum weight specified in Item 120 for the barge used.</li> </ol>	<b>150</b>
<b>Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.</b>	
<b>ISSUED: October 1, 2009</b>	<b>EFFECTIVE: November 1, 2009</b>
<p><b>ISSUED BY:</b>  <b>Dennis McVicker, President</b>  <b>P.O. Box 1210</b>  <b>Vancouver, WA 98666-1210</b></p>	

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: July 1, 2004

### APPLICATION OF RATES – RULES AND REGULATIONS

ITEM

#### UNLOADING TIME, ALLOWANCES OR CHARGES FOR

160

All shipments of Grain as described in Item 90 are accepted for transportation subject to the following conditions with respect to dispatch or delay in unloading of carrier's barges:

- A. The carrier shall notify the consignee or unloading terminal, by telephone, fax, or e-mail if previously agreed to no later than 2:00 p.m., of barges which are or will be available for discharge at consignee's or unloading terminal's dock at 8:00 a.m. of the following day. (See Note 1).
- B. The following allowances or charges will be made to the consignee dependent upon the time taken to discharge the carrier's barge(s):

**IF BARGE DISCHARGE IS COMPLETED WITHIN THE STATED PERIOD OF TIME AFTER THE FIRST 8:00 A.M.**

**AN ALLOWANCE OR CHARGE WILL BE MADE TO THE CONSIGNEE AS FOLLOWS: (See Note 2)**

**FOLLOWING ARRIVAL**

**ALL BARGES**

TIME IN HOURS (See Paragraphs (E) and (F))

See Item 120

OVER

NOT OVER

0

24

Allowance 20¢ per ton

24

48

Allowance 10¢ per ton

48

72

No Charge

72

96

Charge 25¢ per ton

96

120

Charge 50¢ per ton

120

-

Add 100 ¢ per ton, to the charge shown for over 96 hours but not over 120 hours, for each additional 24-hour period or fraction thereof in excess of 120 hours.

- C. The weight to be used in determining the number of tons on which the allowance or charge is to be based shall be the weight upon which the freight charges are assessed.
- D. All allowances or charges are for the account of the original consignee. On shipments diverted enroute, all charges applicable to the shipment whether accrued or accruing must be guaranteed by the original consignee to the carrier before reconsignment will be made.
- E. In computing the time shown in Paragraph (B) above, if the barge has not been available for discharge for 48 hours prior to 8:00 a.m. on Sunday, then that Sunday shall not be counted as time taken to unload carrier's barge.
- F. In computing the time shown in Paragraph (B) above, the following Holidays shall not be counted as time taken to unload the carrier's barge(s):

New Year's Day	Independence Day	December 24
Martin Luther King Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	

- G. Barges shall be allowed one (1) free spot and pickup, if at the request of the Consignee, a barge is to be removed prior to discharge, an additional spot charge of \$500.00 will be assessed. This charge shall be in addition to all other applicable rates and charges.

When any of the above named holidays fall on a Sunday, the following Monday shall not be counted as time taken to unload the carrier's barge(s).

When there is a conflict as to what day the holiday shall be observed, the day to be observed shall be the same day as that determined by the Portland, Oregon Office of The Pacific Maritime Association.

NOTE 1: All barges consigned to Kalama, WA will be considered to be available for discharge when considered available for discharge at Portland, OR.

NOTE 2: When consignee has 4 or more barges on demurrage or awaiting discharge, carrier will not provide additional transportation service for such consignee. Carrier may also embargo such consignee by refusing to accept new billing or diversion orders of additional barges to such consignee until the backlog of barges on hand has been reduced to not more than 3. Carrier may, for its convenience, restore service if arrangements satisfactory to carrier have been agreed upon between carrier and consignee.

**Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.**

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

**RATE SCHEDULE NO. 4-B**

**Tidewater Barge Lines, Inc.**

**1<sup>st</sup> Revised Page**

**EFFECTIVE: July 1, 2004**

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**FOR FUTURE APPLICATION**

**ISSUED: October 1, 2009**

**EFFECTIVE: November 1, 2009**

**ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210**

# RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.

1<sup>st</sup> Revised Page

EFFECTIVE: October 1, 2006

## PORT – PORT RATES

Rates in this section apply for the transportation of GRAIN, as described in Item 90, and are stated in cents per ton of 2,000 pounds, subject to the minimum weight for the applicable barge as specified in Item 120.

Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page.

ISSUED: October 1, 2009

EFFECTIVE: November 1, 2009

ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.				
2nd Revised Page		EFFECTIVE: April 1, 2009		
SECTION 1 – PORT-TO-PORT COMMODITY RATES				
APPLICATION			ITEM	
Rates apply on BARLEY AND OTHER GRAIN RELATED COMMODITIES described in Item 90, and are stated in cents per ton of 2000 pounds. The minimum weight per barge is shown in Item 120.			170 ◆	
TO	FROM	RATES IN CENTS PER TON		
		BASE RATE		
		BARLEY		
Kalama, WA Longview, WA Portland, OR Vancouver, WA	The Dalles, OR	612		
	Biggs, OR	673		
	Arlington, OR Roosevelt, WA	744		
	Boardman, OR Hogue Warner, OR	750		
	Umatilla, OR	762		
	Port Kelley, WA Wallula, WA	769		
	Burbank, WA Kennewick, WA Pasco, WA	776		
	Sheffler, WA	839		
	Windust, WA	844		
	Monumental, WA	872		
	Lyons Ferry, WA	901		
	Central Ferry, WA	953		
	Almota, WA	957		
	Wilma, WA Clarkston, WA Lewiston, ID	998		
		BETWEEN	AND	RATES IN CENTS PER TON
		Kalama, WA Portland, OR Vancouver, WA	Kalama, WA Portland, OR Vancouver, WA Longview, WA	346
<p>NOTE 1: The rates named in this item apply only during periods when the U.S. Corps of Engineers maintain water levels of at least 14 feet in the navigable channel of the Columbia-Snake River System.</p> <p>NOTE 2: Shipments to Longview are subject to an additional charge of 75 cents per ton.</p>				
Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page.				
ISSUED: October 1, 2009		EFFECTIVE: November 1, 2009		
<p>ISSUED BY: Dennis McVicker, President P.O. Box 1210 Vancouver, WA 98666-1210</p>				

## RATE SCHEDULE NO. 4-B

Tidewater Barge Lines, Inc.					
3 <sup>rd</sup> Revised Page			EFFECTIVE: April 1, 2009		
SECTION 2 – PORT-TO-PORT COMMODITY RATES					
APPLICATION				ITEM	
Rates apply on WHEAT AND OTHER GRAIN RELATED COMMODITIES described in Item 90, and are stated in cents per ton of 2000 pounds. The minimum weight per barge is shown in Item 120. EXCEPTION: The rates named in this item apply only during periods when the U.S. Corps of Engineers maintain water levels of at least 14 feet in the navigable channel of the Columbia-Snake River Systems.  The BASE RATE applies to that portion of the barge load, which does NOT exceed the base weight shown opposite the applicable barge used, subject to the minimum weight shown in Item 120. The EXCESS RATE applies to that portion of the lading which exceeds the base weight.				<b>180</b> ◆	
TO			FROM	RATES IN CENTS PER TON	
Kalama, WA Longview, WA Portland, OR Vancouver, WA				WHEAT	
				BASE RATE	EXCESS RATE
			The Dalles, OR	541	271
			Biggs, OR	592	297
			Arlington, OR	656	328
			Roosevelt, WA		
36, 37	1950	2075	Boardman, OR	665	333
			Hogue Warner, OR		
38	2800	2900	Umatilla, OR	673	337
			Port Kelley, WA	677	339
39	2900	3025	Wallula, WA		
			Burbank, WA	687	344
41-45	2725	2875	Kennewick, WA		
			Pasco, WA		
46-64, 410	3050	3200	Sheffler, WA	743	371
			Windust, WA	749	375
71-83	3550	3725	Monumental, WA	775	387
			Lyons Ferry, WA	796	399
91-93	3600	3800	Central Ferry, WA	842	422
			Almota, WA	846	424
165-168	3550	3710	Wilma, WA	881	440
420-470	3550	3710	Clarkston, WA		
550-553	2625	2750	Lewiston, ID		
600-603	3050	3200			
700-709	3600	3750	BETWEEN	AND	RATES IN CENTS PER TON
1007	3080	3200			
			Kalama, WA Portland, OR Vancouver, WA	Kalama, WA Portland, OR Vancouver, WA Longview, WA	307
NOTE 1: Shipments to Longview are subject to an additional charge of 75 cents per ton. NOTE 2: The optimum Weight Column above is for informational purposes only. This is the weight which can normally be loaded into each designated barge without exceeding its carrying capacity or maximum weight. The maximum weight is determined by the maximum allowable draft of 13 feet 6 inches. NOTE 3: The optimum weight shown for this referenced barge (38) is the maximum weight allowed for this barge.					
<b>Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page.</b>					
ISSUED: October 1, 2009			EFFECTIVE: November 1, 2009		
<b>ISSUED BY:</b> <b>Dennis McVicker, President</b> <b>P.O. Box 1210</b> <b>Vancouver, WA 98666-1210</b>					

**RATE SCHEDULE NO. 4-B**

**Tidewater Barge Lines, Inc.**

■ 1<sup>st</sup> Revised Page

**EFFECTIVE: October 1, 2006**

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**FOR FUTURE APPLICATION**

**ISSUED: October 1, 2009**

**EFFECTIVE: November 1, 2009**

**ISSUED BY:  
Dennis McVicker, President  
P.O. Box 1210  
Vancouver, WA 98666-1210**