

TIDEWATER BARGE LINES, INC.
RATE SCHEDULE NO. 800-A

NAMING

LOCAL RATES, RULES AND REGULATIONS

GOVERNING THE TRANSPORTATION OF:

BULK
FERTILIZER and PETROLEUM PRODUCTS
(As Described in Item 60)

Via BARGE

| Between Points and Ports On the Following Rivers: | | | |
|--|-----------------|--------------|-------------------|
| Clearwater | Columbia | Snake | Willamette |

RULES AND REGULATIONS OUTLINED HEREIN WILL APPLY UNLESS SUPERSEDED BY CUSTOMER SPECIFIC CONTRACTS, PRICING SCHEDULES, OR TARIFFS CONTAINING EXCEPTIONS TO ITEMS IN THIS SCHEDULE.

ISSUED: Dec. 9, 2011

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Vancouver, WA 98666-1210

RATE SCHEDULE NO. 800-A

Tidewater Barge Lines, Inc.

For additional copies of this publication

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

ALSO AVAILABLE AT

WWW.TIDEWATER.COM

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Tidewater Barge Lines, Inc.

Revision 4

EFFECTIVE: April 1, 2011

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▲ Items 320, 420, and 520 have been deleted.

EXPLANATION of ABBREVIATIONS and REFERENCE MARKS USED in THIS SCHEDULE

| | |
|-------------------------------------|---|
| bbls barrels | WA Washington |
| concl., conc, concl concluded | WT Weight |
| cont., cont continued | ◆ Reduction |
| ID Idaho | ◆ Increase |
| MIN Minimum | § Addition |
| OR Oregon | ▲ Denotes changes in wording which result in neither increases nor reductions in charges |
| Viz. Namely | ■ Page without substantive changes |

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CHECK SHEET

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SECTION 1
APPLICATION OF RATES
RULES AND REGULATIONS

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RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | |
|---|--------------------------------|
| Original Page | EFFECTIVE: November 1, 2004 |
| SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS | ITEM |
| <u>APPLICATION of RATES – GENERAL</u> | |
| <p>Except as otherwise specifically provided, rates referencing this Schedule:</p> <p>A: Are named in cents per gross barrel.</p> <p>B: Apply from one consignor at one point of origin for delivery to one consignee at one point of destination.</p> <p>C: Are subject to a minimum shipment computed on full-loaded shell gallonage capacity or fully loaded draft gallonage capacity of barges. Lesser quantities will be accepted for transportation only at the carrier's option.</p> <p>D: All charges will be computed on gross barrels, except for Group "C" Commodities as defined in item 60.</p> <p>E: Shall require the shipper to deliver bulk products to the ship's tackle on the carrier's barge, and include delivery to the ship's tackle at destination.</p> <p>F: Shall include interchange facilities as provided in Item 220 and redelivery into transportation facilities designated by the cargo owner or its nominees.</p> <p>G: Include loading barge at point of origin and unloading barge into storage tanks at destination or from shipside into ships storage tanks</p> | 10 |
| <u>ACCOUNTABILITY</u> | |
| <p>A: The accountability of the carrier for all losses or shortages involving any products transported and/or handled under the provisions of this schedule, except such losses as are caused by marine accidents, shall be determined in the following manner:</p> <p>1: The liability, if any, of any parent, subsidiary and/or affiliated companies of the carrier shall not exceed that herein provided for the carrier.</p> <p>2: The water carrier shall be charged with the quantity of products delivered by the shipper to it hereunder at loading point, as determined by the gauge of the barge or barges (certified calibration) into which deliveries are made, or by meter maintained in connection with the loading facility or by shore tank gauges. The method used shall be mutually agreed upon between the shipper and the carrier.</p> <p>3: The water carrier shall be credited with the quantity of products delivered to terminal interchange facilities provided by the carrier or third party, as determined by the gauge of the barge or barges (certified calibration) out of which deliveries are made, or by meter maintained in connection with the off-loading facility or by shore tank gauges. The method used shall be mutually agreed upon between the shipper and the carrier.</p> <p>4: All quantity determinations of petroleum products handled hereunder shall be adjusted for temperature variations to 60 degrees Fahrenheit in accordance with the standard abridged volume correction table for petroleum oils, as approved by the American Petroleum Institute. All meters and calibration for determining quantities hereunder shall be subject to check by either party at any time upon request, after reasonable notice has been given of the desire for checking.</p> <p style="text-align: center;">(Continued on next page)</p> | 20 |
| Refer to page 1 for explanation of abbreviations and reference marks not explained on this page | |
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Tidewater Barge Lines, Inc.

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SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS

ITEM

ACCOUNTABILITY, (Concluded)

B: The carrier shall be allowed handling and/or evaporation loss allowance on Group "A" Commodities of three-quarters (3/4) of one per cent and on Group "B" and "C" Commodities of one-quarter (1/4) of one per cent of the quantity handled hereunder. These allowances are to apply except when, due to the closure of the navigation channel, the transfer of cargo is required for a period exceeding five days. Then the allowance to the carrier for handling and/or evaporation loss on the entire quantity so transferred shall be one (1) per cent on Group "A" Commodities and three-eighths (3/8) of one per cent on Group "B" and "C" Commodities. The carrier will advise the shipper in writing of the effective dates of channel closures or openings within three days thereof. The handling and evaporation loss sustained shall be calculated on an annual basis in the following manner:

20
conc.

The total handling and evaporation loss permitted for the fiscal year shall be deducted for the actual handling and evaporation loss which the carrier sustained. If the actual losses of any commodity in Groups "A", "B" and "C" for the year are less or more than the total handling and evaporation allowance so calculated for the year, the credit of excess loss shall be reduced to a monetary value as provided in Paragraph C – 2 of this Item as a set-off against the monetary value of any excess losses or credits in excess on the total handling and evaporation allowance permitted and similarly calculated for all groups of commodities at all terminals for the year.

Only in the event that the net figure for Groups "A", "B" and "C" Commodities calculated as above indicated represents a loss in excess of the total handling and evaporation allowance permitted shall the carrier be indebted to the shipper under the accountability provisions of this Item. In such event, the net figure so calculated for all Groups "A", "B" and "C" Products at all terminals shall constitute the amount of the indebtedness and shall be payable within sixty (60) days following the close of the fiscal year.

- C: 1: The carrier shall render to the shipper on or before the tenth (10th) day of each month a report of the quantity on hand in interchange facilities for the preceding month, showing the opening stock inventory on the first day of the month, as determined by tank gauges, receipts and withdrawals during the month, and the closing inventory as determined by tank gauges corrected to 60 degrees Fahrenheit. Representatives of the shipper shall be accorded the opportunity to check tank inventories at all reasonable times.
- 2: All handling and evaporation losses shall be calculated yearly at the end of each calendar year beginning with January 1st and ending December 31st of the year following, or as mutually agreed, and the carrier shall pay the shipper an amount equal to the handling or evaporation losses sustained in excess of the amounts herein provided for maximum handling and evaporation allowances valued at the shipper's lowest posted tank car price for the products involved. Such price is to be exclusive of Federal and State Taxes, as posted by the shipper at its terminal in the Portland, Oregon harbor area on December 31st of the fiscal year for which adjustment is made.

BASIS OF CHARGES

Soundings of Barge compartments will be recorded before and after loading by shipper's and carrier's agents. Unloading soundings will be made by carrier's and receiver's agents to insure no product retention in barge. Invoice for freight to be made by shipper's measurements taken at point of loading, either from shore tank readings, meters or calibrated barge readings.

30

BILL of LADING

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 8 thru 13), 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.

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|--|-----------------------------|
| Original Page | EFFECTIVE: November 1, 2004 |
| SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS | |
| <p style="text-align: center;"><u>CANCELING ORIGINAL and REVISED PAGES, METHOD of</u></p> <p>When this Schedule is amended by revised pages, the cancellation of prior pages will be affected by means of this rule.</p> <p>Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.</p> <p>Examples: "First Revised Page 1" will cancel Original Page 1; "4th Revised Page 2" will cancel 3rd Revised Page 2 as well as any earlier version of Page 2.</p> <p style="text-align: center;"><u>NOTATION FOR REVISION and REISSUE DATES</u></p> <p><u>DATES ON TOP OF PAGE</u> (Page revision date)</p> <p>The upper right hand corner shows the date of the last revision of a given page. If it matches the Effective date shown on the bottom, then that page was changed when the schedule was last reissued. Different pages may show different revision dates.</p> <p><u>DATES ON BOTTOM OF PAGE</u> (Schedule reissue date)</p> <p>The rate schedule will be reissued in its entirety when there are any changes to the schedule. The Effective date of the current Schedule is shown in the bottom right corner of each page, with all pages bearing the same Issue date and the same Effective date.</p> | 50 |
| <p style="text-align: center;"><u>COMMODITIES, DESCRIPTION of</u></p> <p>Rates named in this Schedule apply on the following Commodities in Bulk:</p> <p>GROUP "A" Aviation Gasoline Ethanol Gasoline</p> <p>GROUP "B" Distillate Fuel Oils, Viz.: Diesel Fuel; Jet Fuel; Stove Oil</p> <p> Petroleum Oil, (Not Otherwise Specified), Viz.: Contaminated (Transmixed), (See Note 1).</p> <p>GROUP "C" Liquid Fertilizers, in bulk</p> <p>NOTE 1: The term "Contaminated (Transmixed) Group "A" and "B" Commodities" means gasoline and/or Aviation Gasoline Blending Stock designated as Group "A" Commodities Mixed (Co-Mingled) with one or more of the Distillate Fuel Oils listed above as Group "B".</p> | 60 |
| Refer to page 1 for explanation of abbreviations and reference marks not explained on this page. | |
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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 transshipped 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 Transshipped 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 _____ For the Master

MEMO COPY

Form No.47

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

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BILL OF LADING - 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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BILL OF LADING - 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.

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

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Tidewater Barge Lines, Inc.

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EFFECTIVE: November 1, 2004

BILL OF LADING - 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.

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

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EFFECTIVE: November 1, 2004

BILL OF LADING - 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.

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ISSUED BY:
Dennis McVicker, President
P.O. Box 1210
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RATE SCHEDULE NO. 800-A

Tidewater Barge Lines, Inc.

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EFFECTIVE: November 1, 2004

BILL OF LADING - 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.

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

RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | |
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| SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS | ITEM |
| <p style="text-align: center;"><u>DEFINITION of TERMS</u></p> <p><u>Barrel:</u> 42 (forty-two) U.S. gallons.</p> <p><u>Carrier:</u> The vessel (as defined by the Bill of Lading), her owner Tidewater Barge Lines, Inc., the master, operator, charterer, and any substituted carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee.</p> <p><u>Portland Harbor:</u> That area on the Columbia and Willamette Rivers from the north end of Ross Island, at Portland, OR: thence north on the Willamette River to its confluence with the Columbia River; Thence east on the Columbia River to and including Kaiser Shipyard at Vancouver, WA.</p> <p><u>Shipment:</u> 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.</p> <p><u>Tariff:</u> A <u>Schedule of Rates</u> or <u>Rate Schedule</u>; to be used interchangeably herein with the term Schedule.</p> <p><u>Terminal Interchange Facility:</u> The tanks, pipelines, pumps, fill-stand, and other related facilities necessary to effect the transfer between water and land conveyance.</p> <p><u>Ton:</u> A short ton consisting of 2000 pounds.</p> | 70 |
| <p style="text-align: center;"><u>DEMURRAGE, BARGE</u></p> <p>The shipper and/or the consignee will be charged \$250.00 per hour for demurrage on the carrier's barge for the excess time when the total loading or unloading time exceeds the time that would be required to load or unload an average of 2,000 bbls per hour. Computation will be from the time the barge is placed at the designated dock in a position for loading or unloading and until plant personnel are notified of the time of the release of the barge by the shipper or the consignee for departure.</p> <p>Demurrage charges named herein are ONLY applicable when the delay is caused by the shipper, consignee or their agents.</p> <p>The time consumed by the shipper in inspecting the barge prior to loading or unloading to insure that it is in proper condition for loading or unloading and the time consumed in connecting and disconnecting hoses, taking meter readings for shore tank gauges, preparing and signing shipping papers, gauging barge tanks and applying seals shall be considered loading operations and shall be included in loading time.</p> <p>Demurrage will also be charged for standby time ordered by the shipper or the consignee.</p> <p>Any delay or interruption to the loading or unloading operation through fault of the carrier shall be deducted from the total loading or unloading time.</p> <p>The barge manifest shall record the time the barge is placed in position to load or unload and the time of release of the barge by the shipper or the consignee for departure. The manifest shall be signed by the shipper's or the consignee's representative and the carrier's barge man. This record of loading or unloading time shall be the governing record for computing all excess loading or unloading time for demurrage purposes. Fractions of hours will be pro-rated. No charge will be made for delays of fifteen (15) minutes or less.</p> | 80 |
| <p>Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.</p> | |
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RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | | | | | | | | | | | | |
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| SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS | | | | | | | | | | | | |
| | ITEM | | | | | | | | | | | |
| <p style="text-align: center;"><u>EQUIPMENT, LOADING AND UNLOADING, FURNISHING OF</u></p> <p>In transferring bulk petroleum products and other articles from or to tanks and barges, except at the carrier's terminal, consignors or consignees are required to furnish all necessary hose, hose connections, and/or fittings. Where barges are equipped with six-inch receiving and discharge pipes, consignors or consignees must furnish six-inch hose or adaptors to fit the six-inch pipes. Terminals and vessels are responsible for hose connections to their facilities: barge winches and booms may be utilized. Consignor or consignee shall assume all responsibility for loss or damage from oil spills beyond end of barge hose after it is secured to riser at point of delivery.</p> | 90 | | | | | | | | | | | |
| <p style="text-align: center;"><u>EXPLOSIVES and DANGEROUS ARTICLES</u></p> <p>The rates published in this Schedule for the transportation of explosives and other dangerous articles are subject to the regulations governing the transportation and handling of such articles fixed by the United States Departments of Transportation and Commerce as published in the Code of Federal Regulations of the United States of America.</p> | 100 | | | | | | | | | | | |
| <p style="text-align: center;"><u>FRACTIONS OF HOURS, DISPOSITION OF</u></p> <p>Except as may be otherwise specifically provided in applying the hourly rates published in this schedule, fractions of hours will be disposed of as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">MINUTES</th> <th rowspan="2" style="text-align: center;">CHARGE IN HOURS</th> </tr> <tr> <th style="text-align: center;">OVER</th> <th style="text-align: center;">NOT OVER</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">30</td> <td style="text-align: center;">½</td> </tr> <tr> <td style="text-align: center;">30</td> <td style="text-align: center;">60</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> | MINUTES | | CHARGE IN HOURS | OVER | NOT OVER | 0 | 30 | ½ | 30 | 60 | 1 | 110 |
| MINUTES | | CHARGE IN HOURS | | | | | | | | | | |
| OVER | NOT OVER | | | | | | | | | | | |
| 0 | 30 | ½ | | | | | | | | | | |
| 30 | 60 | 1 | | | | | | | | | | |
| <p style="text-align: center;"><u>FURNISHING OF INTERPRETER</u></p> <p>When shipments are transported to or from a vessel of foreign registry, it is the responsibility of such vessel to have from the time a barge of the carrier approaches the foreign vessel until the barge leaves the vessel, a person who is fluent in the English language. If the foreign vessel does not provide such a person, the carrier will furnish an interpreter fluent in the language of the country of the vessel's registry as well as English and the cost of employing such interpreter will be assessed in addition to all other charges herein.</p> | 120 | | | | | | | | | | | |
| <p style="text-align: center;"><u>IMPRACTICABLE OPERATIONS</u></p> <p>Nothing in this Schedule shall be construed as making it binding on a carrier to perform services at locations from or to which it is impracticable to operate boats on account of strikes or riots, unusual weather, the conditions of the waterway, or other conditions beyond the control to the carrier. The carrier shall decide what constitutes impracticable operations.</p> | 130 | | | | | | | | | | | |
| <p>Refer to page 1 for explanation of abbreviations and reference marks not explained on this page.</p> | | | | | | | | | | | | |
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| <u>INTERMEDIATE APPLICATION</u> | ITEM |
| <p>When rates are not published to/from a point which is directly intermediate to a point to/from which rates are published, apply to the intermediate point the rate to/from the next point beyond.</p> <p>When, by reason of tributary waterways, there are two or more “next beyond” points, apply the rate to/from, as the case may be, the next beyond point which produces the lower charge.</p> | 140 |
| <u>MARINE CARGO INSURANCE</u> | ITEM |
| <p>A: Rates named in this Schedule do NOT include Marine Cargo Insurance. The carrier will, however, upon written request of the shipper, owner or consignee, provide Marine Cargo Insurance, as described hereinafter. The cost thereof will be charged to the shipper, owner or consignee, as the case may be, in addition to all other transportation charges applicable.</p> <p>The cargoes of bulk petroleum and fertilizer products can be insured subject to the following and/or as may be determined by the shipper, owner or consignee:</p> <p>Insured against all risk of physical loss or damage from any external cause excluding the risks excepted by the F.C. & S. “Free of Capture & Seizure” Warranty; also excluding claims for shortage, leakage and/or contamination unless caused by or arising out of:</p> <ol style="list-style-type: none"> 1: fire or explosion, howsoever or wheresoever occurring; 2: the vessel or craft being stranded, sunk, burned or in collision or in contact with any substance or thing (ice included) other than water; 3: a forced discharge of cargo, <p><u>PROVIDED</u>, however, that notwithstanding the foregoing, Underwriters shall be liable for:</p> <ol style="list-style-type: none"> a: contamination resulting from heavy weather; and b: loss of the liquid insured from connecting pipe lines, flexible or otherwise, in loading, transshipment or discharge; and <p><u>PROVIDED</u>, further, that from all claims payable hereunder, a deduction shall be made for normal shortage.</p> <p>B: 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.</p> <p>C: This insurance is free from any claim:</p> <ol style="list-style-type: none"> 1: for loss of market, damage or deterioration arising from delay, 2: arising out of inherent vice, wear and tear, gradual deterioration, latent defects, or contamination, 3: arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination, 4: for damage arising prior to cargo loading onto Carrier’s barge or after cargo is discharged from Carrier’s barge. | 150 |
| (continued) | |
| Refer to page 1 for explanation of abbreviations and reference marks not explained on this page. | |
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RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | |
|---|-------------------------------------|
| ■ 1st Revised Page | EFFECTIVE: December 29, 2008 |
| SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS | ITEM |
| <u>MARINE CARGO INSURANCE (concluded)</u> | |
| <p>D: In the event the shipper, owner or consignee shall elect to procure Marine Cargo Insurance other than that made available by the carrier, it or they shall and hereby do agree to name as a co-assured with the shipper, owner or consignee as the case may be, with full waiver of subrogation as against the carrier, its agents, employees, servants and the carrying and/or towing vessel or vessels.</p> <p>E: In the event the shipper, owner or consignee shall elect to move said cargo without Marine Cargo Insurance, it or they agree that it or they shall be deemed as self-insurers and thereby agree to waive any and all claims for loss, damage or destruction of said cargo which would otherwise have been covered by the said insurance provided by the carrier.</p> | 150 concl |
| <u>MAXIMUM CHARGE</u> | |
| In no case shall the charge for any shipment from and to the same points via the same carrier be greater than the charge for a greater quantity of the same commodity at its applicable rate and minimum quantity. | 160 |
| <u>PAYMENT of CHARGES – EXTENSION of CREDIT</u> | |
| <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 billing.</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 4 and 5 of this Item, a late payment charge of 1% of the original amount of the freight bill per month will be assessed.</p> | 170 |
| <u>PROPER MOORAGE</u> | |
| The carrier will not undertake to place barges for loading or unloading at places where proper moorage facilities are not available, where sufficient depth of water is not available or where other unsafe or impracticable conditions exists. | 180 |
| Refer to page 1 for explanation of abbreviations and reference marks not explained on this page. | |
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RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | |
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| 1 st Revised Page | EFFECTIVE: December 29, 2008 |
| SECTION 1 – APPLICATION OF RATES – RULES AND REGULATIONS | |
| | ITEM |
| <u>RETURNED OR RECONSIGNED SHIPMENTS</u> | 190 |
| <p>If the entire shipment or any portion thereof is not accepted at destination, the consignee or his agent shall within two (2) hours of such occurrence direct the carrier to return the non-accepted portion of the shipment to the point of origin or to another point of diversion for the completion of such discharge. In the event said diversion is not directed within the two (2) hours specified and additional charge shall be made for the tug and barge at the rate of \$310.00 per hour.</p> <p>The charge to deliver the non-accepted portion of the shipment to the point of origin shall be at rates in Item 400.</p> | |
| <u>SCHEDULES</u> | 200 |
| <p>The carrier assumes no obligation to transport shipments or to perform towage on any particular trip or vessel, and carrier is not bound to perform towage or to transport property in time for any particular market.</p> | |
| <u>STANDBY of TUG at PLACE of LOADING or UNLOADING</u> | 210 ◆ |
| <p>When the shipper, the consignee, or their agent requires the tug to stand by while the barge(s) are being loaded or unloaded, an additional charge of \$415.00 per hour will be assessed.</p> | |
| <u>TERMINAL INTERCHANGE FACILITIES</u> | 220 |
| <p>Except as otherwise provided in individual Items, terminal interchange facilities as defined in item 70 will be provided at the carrier's terminals (where such facilities exist) at destination, subject to Notes 1 to 5.</p> <p>NOTE 1: Terminal interchange facilities will be provided ONLY at the carrier's option.</p> <p>NOTE 2: Shippers will be required to make the necessary arrangements for use of terminal interchange facilities with the carrier before tendering shipments, including entering into contracts, lease agreements, or other agreements as required. Otherwise shipments will NOT be accepted for transportation.</p> <p>NOTE 3: No insurance is provided for commodities held in terminal interchange facilities and the owners thereof must make all arrangements for insurance coverage.</p> <p>NOTE 4: The carrier accepts legal responsibility for contamination of petroleum products while in its care, custody or control.</p> <p>NOTE 5: When shipments are accepted by the carrier at its interchange facility from another carrier, the rates shown in Items 630 or 640 shall be assessed.</p> | |
| <u>WARRANTY DISCLAIMER</u> | 230 |
| <p>The tug operator neither expressly nor impliedly warrants that workmanlike service will be performed and such a warranty is expressly excluded. The liability of the tug operator is limited to such consequences and damages as the operator would be legally liable for in the absence of any warranty of workmanlike service being rendered by the tug operator.</p> | |
| <u>WEIGHTS, DETERMINATION of</u> | 240 |
| <p>Weights on commodities as described in Group "C" of Item 60 shall be as customarily determined in the industry.</p> | |
| Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page. | |
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RATE SCHEDULE NO. 800-A

Tidewater Barge Lines, Inc.

■ Revision 11

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SECTION 2
COMMODITY RATES

ISSUED: Dec. 9, 2011

EFFECTIVE: Jan. 1, 2012

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P.O. Box 1210
Vancouver, WA 98666-1210

RATE SCHEDULE NO. 800-A

Tidewater Barge Lines, Inc.

Revision 11

EFFECTIVE: Jan. 1, 2012

SECTION 2 – COMMODITY RATES

UPRIVER PETROLEUM TRANSPORTATION Rates are in Cents per Barrel, subject to Notes 1 to 4 and Surcharge Item 310

ITEM

COMMODITIES described in Groups A and B of Item 60

300
◆

| POINTS | | RATES (Cents per Barrel) | | MINIMUM SHIPMENT in Barrels |
|-------------------------------------|-------------------|-----------------------------|---------|------------------------------------|
| BETWEEN | AND | Group A | Group B | |
| Pasco, WA | Wilma, WA | 173 | 194 | 5,000 |
| | Umatilla, OR | 85 | 94 | |
| Portland, OR or Vancouver, WA | Wilma, WA | 275 | 306 | |
| | Pasco, WA | 212 | 237 | |
| | Umatilla, OR | 199 | 224 | |
| | Port Westward, OR | 98 | N/A | 20,000 |

- NOTE 1:** When shipments moving under rates named in this Item are, at the request of the shipper, accorded the use of the carrier's terminal interchange facilities, (See Item 220), the rates named in Item 600 are to be added to the rates named herein.
- NOTE 2:** When shipments are consigned to or from vessels, the shipment shall be subject to a surcharge of \$0.10 per barrel.
- NOTE 3:** For shipments of ethanol, the shipment shall be subject to a surcharge of \$0.06 per barrel.
- NOTE 4:** For shipments of gasoline requiring vapor recovery, the shipment shall be subject to a surcharge of \$0.04 per barrel.

FUEL SURCHARGE

310

Rates in Item 300 shall be subject to a fuel surcharge calculated as follows:

On the first business day of every month, the Oil Price Information Service (OPIS) for Gross Ultra Low Sulfur Red Dye Distillate (2D15) 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 \$0.05 per gallon higher than the base price of \$1.50 per gallon, the transportation rates in Item 300 will be increased by 1.00% for each \$0.05 change up to \$2.25 per gallon. Starting at \$2.25 per gallon the rates will increase 1.00% for every \$0.06 in the average fuel price change above \$2.25 per gallon for the immediately following month. As an example, on March 1, February posting data will be used to determine the surcharges for the month of April.

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

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RATE SCHEDULE NO. 800-A

Tidewater Barge Lines, Inc.

Revision 9

EFFECTIVE: Jan. 1, 2012

SECTION 2 – COMMODITY RATES

PORTLAND HARBOR PETROLEUM TRANSPORTATION
 Except as otherwise noted, rates are in Cents per Barrel, and subject
 to Notes 1 to 3 and Surcharge Item 410

ITEM

COMMODITIES described in Groups A and B of Item 60

400



POINTS

BETWEEN

AND

RATES

**NO. OF BARRELS
PER SHIPMENT**

Portland Harbor as
defined in Item 70

Portland Harbor as
defined in Item 70

\$ 5530 per shipment.

7500 or less

\$ 5530 plus 61 cents per barrel for all
barrels above 7,500

7501 or more

Note 1: When shipments are consigned to or from vessels, the shipment shall be subject to a surcharge of \$0.10 per barrel as well as the minimum stated in Item 400.

Note 2: For shipments of ethanol, the shipment shall be subject to a surcharge of \$0.06 per barrel as well as the minimum stated in Item 400.

Note 3: For shipments of gasoline requiring vapor recovery, the shipment shall be subject to a surcharge of \$0.04 per barrel as well as the minimum stated in Item 400.

Examples of the above tariff calculations:

1. A 5,000 barrel shipment at the convenience of the shipper will cost \$ 5530.
2. A 7,500 barrel shipment will cost \$ 5530.
3. A 10,000 barrel shipment will cost \$ 5530 plus 61 cents per barrel for 2,500 barrels (10,000 – 7,500) or \$ 5530 plus 2,500 x 0.61 (\$ 1525) which equals \$ 7055.
4. A 10,000 barrel shipment consigned to or from a vessel will cost \$ 7055 (example 3) plus 10,000 x .10, or \$ 7055 plus \$1000 which equals \$8055.
5. A 5,000 barrel shipment consigned to or from a vessel at the convenience of the shipper will cost \$ 5530 (example 1) plus 5,000 x .10, or \$ 5530 plus \$500 which equals \$ 6030.

FUEL SURCHARGE

410



Rates in Item 400 shall be subject to a fuel surcharge calculated as follows:

On the first business day of every month, the Oil Price Information Service (OPIS) for Gross Ultra Low Sulfur Red Dye Distillate (2D15) for Portland, OR will be obtained for all the weekly postings of the immediately preceding month. If the average of these weekly postings is at least \$0.05 per gallon higher than the base price of \$1.25 per gallon the transportation rates in Item 400 will be increased by 0.75% for each \$0.05 change in the average fuel price above the base price for the immediately following month. As an example, on March 1, February posting data will be used to determine fuel surcharges for the Month of April.

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

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RATE SCHEDULE NO. 800-A

Tidewater Barge Lines, Inc.

| | | | | |
|---|----------------------------------|--------------------------------|-------------------------|----------------|
| Revision 9 | | EFFECTIVE: Jan. 1, 2012 | | |
| SECTION 2 – COMMODITY RATES | | | ITEM | |
| FERTILIZER TRANSPORTATION | | | 500 | |
| Rates are in Cents per Ton, and subject to Notes 1 to 3 and Fuel Surcharge Item 510 | | | ◆ | |
| COMMODITIES described in Group C of Item 60 | | | | |
| POINTS | | RATE | MINIMUM SHIPMENT | |
| BETWEEN | AND | (Cents per Ton) | in Tons | |
| Columbia City, OR | Central Ferry, WA | 1384 | 1,000 | |
| | Finley, WA or Pasco, WA | 1225 | | |
| | Longview, WA or Rainier, OR | 594 | | |
| | Wilma, WA | 1576 | | |
| | Portland, OR or Vancouver, WA | 576 522 | | |
| | Umatilla, OR | 1195 | | 2,500 1,000 |
| Finley, WA or Pasco, WA | Central Ferry, WA | 820 | 1,000 | |
| | Finley, WA or Pasco, WA | 527 496 | | |
| | Wilma, WA | 1095 | | |
| | Longview, WA or Rainier, OR | 1258 | | |
| | Portland, OR or Vancouver, WA | 1195 | | |
| | Umatilla, OR | 576 522 | | 1,000 2,500 |
| Longview, WA or Rainier, OR | Central Ferry, WA | 1416 | 1,000 | |
| | Wilma, WA | 1603 | | |
| | Portland, OR or Vancouver, WA | 607 556 | | |
| | Umatilla, OR | 1225 | | 2,500 1,000 |
| | | | | |
| Portland, OR or Vancouver, WA | Central Ferry, WA | 1353 | 1,000 | |
| | Wilma, WA | 1543 | | |
| | Portland, OR or Vancouver, WA | 527 496 | | |
| | Umatilla, OR | 1163 | | 2,500 1,000 |
| | | | | |
| <p>NOTE 1: Rates in this Item are stated in cents per ton of 2,000 pounds.</p> <p>NOTE 2: Rates named in this Item are point-to-point rates and do NOT include rates or charges on commodities handled through the carrier's facilities.</p> <p>NOTE 3: Shipments consigned to or from vessels are subject to the following charges which are in addition to the rates otherwise provided in this Item: Add \$1.00 per ton, subject to a Maximum Additional Charge of \$1,700.00 per barge.</p> | | | | |
| FUEL SURCHARGE | | | 510 | |
| <p>Rates in Item 500 shall be subject to a fuel surcharge calculated as follows:</p> <p>On the first business day of every month, the Oil Price Information Service (OPIS) for Gross Ultra Low Sulfur Red Dye Distillate (2D15) 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 \$0.05 per gallon higher than the base price of \$1.50 per gallon, the transportation rates in Item 500 will be increased by 1.00% for each \$0.05 change up to \$2.25 per gallon. Starting at \$2.25 per gallon the rates will increase 1.00% for every \$0.06 in the average fuel price change above \$2.25 per gallon for the immediately following month. As an example, on March 1, February posting data will be used to determine the surcharges for the month of April.</p> | | | | |
| Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page. | | | | |
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RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | |
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| Revision 9 | EFFECTIVE: Jan. 1, 2012 |
| SECTION 2 – COMMODITY RATES | |
| TERMINAL INTERCHANGE FACILITIES | ITEM |
| Except as otherwise provided, rates are in Cents per Barrel and apply to Groups A, B, and C Commodities as defined in Item 60. | |
| TERMINAL INTERCHANGE | |
| Except as otherwise provided in Item 630, rates in this Item are for the use of the carrier's facilities, subject to Item 220. Rates in this Item are to be added to the rates named in Item 300 when the use of said facilities are requested by the shipper. | |
| TO or FROM CARRIER'S FACILITIES AT: | RATE GROUPS A & B COMMODITIES |
| Umatilla, OR | 38 cents/barrel |
| Wilma, WA | 56 cents/barrel |
| Pasco, WA | Shipments IN by Barge or Pipeline, OUT by Pipeline 35 cents/barrel |
| | All other shipments 38 cents/barrel |
| IN TANK TRANSFER FEE | |
| Rate in this item will be charged to the seller when product is transferred from owner to another owner in tank. | 10 cents per barrel |
| PUMP-OVER FEE | |
| Rate in this item will be charged to the party having ownership of product in the Tidewater Facility when product is transferred to or from storage tanks at Northwest Terminal Company. | 4 cents per barrel |
| DIESEL DYEING CHARGE | |
| Rate in this item is for the supply, injection, mixing and accounting for red dye when it is added by the carrier's facilities into the customer's low sulfur diesel fuel oil or low sulfur stove oil either at the carrier's facility truck rack or in the facility's tanks for the purpose of meeting IRS regulations pertaining to non-taxable diesel fuel. | 15 cents per barrel of dyed product |
| LOW SULFUR DIESEL LUBRICITY ADDITIVE CHARGE | |
| Rate in this item is for the supply, injection, monitoring and accounting for lubricity additive when it is added by the carrier's facilities into the customer's low sulfur diesel fuel oil or low sulfur stove oil either at the carrier's facility truck rack or in the facility's tanks for the purpose of meeting ASTM D975 lubricity specifications for diesel fuel. | 17 cents per barrel of additized product |
| COLD FLOW ADDITIVE CHARGE | |
| Rate in this Item is for the supply, injection, monitoring and accounting for cold flow additive when it is added by the carrier's facilities into the customer's diesel fuel at the carrier's rail loading rack at a customer's request. | 38 cents per barrel of blended product |
| GASOLINE ADDITIVE CHARGE | |
| Rate in this Item is for the supply, injection, and accounting for facility's EPA required deposit control additive when it is injected into the customer's gasoline blends at the facility's truck rack. | 14 cents per barrel of additized gasoline |
| CUSTOMER PROVIDED ADDITIVE CHARGE | |
| Rate in this item is for the injection and accounting for customer provided additive when it is injected into the customer's product blends at the facility's truck rack or rail loading rack. | 6 cents per barrel of blended product |
| ETHANOL BLENDING CHARGE | |
| Rate in this item is for blending services associated with ethanol and is applied to each barrel of total blended product when gasoline is blended with ethanol. | 6 cents per barrel of blended product |
| Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page. | |
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RATE SCHEDULE NO. 800-A

| Tidewater Barge Lines, Inc. | | |
|--|---|---|
| Revision 9 | EFFECTIVE: Jan. 1, 2012 | |
| SECTION 2 – COMMODITY RATES | | |
| TERMINAL INTERCHANGE FACILITIES | | ITEM |
| Except as otherwise provided, rates are in Cents per Barrel or Cents per Ton, as applicable, and apply to Groups A, B, and C Commodities as defined in Item 60. | | |
| <u>ENVIRONMENTAL SECURITY FEE</u> | RATE GROUPS A & B COMMODITIES | 628 |
| Rate in this item will be charged to assist facility in compliance with ongoing environmental and security programs to meet regulatory requirements. | 2.0 cents per barrel | |
| <u>ADDITIONAL FACILITIES</u> | | 630 ◆ |
| Rates in this Item are for the use of additional facilities when the use of said facilities is requested by the shipper or consignee, subject to Item 220: | | |
| (1) Apply rates in Item 600, subject to an additional charge of \$ 65.56 per truckload. (2) Apply rates in Item 600, subject to an additional charge of \$ 88.51 per railcar loaded. (3) Apply rates in Item 600, subject to an additional charge of \$ 152.98 per railcar pumped. | | |
| APPLICATION: | RATE GROUPS A, B, and C COMMODITIES | |
| Shipments IN and OUT by Truck | (1) | |
| Shipments OUT by Rail | (2) | |
| Shipments IN by Rail | (3) | |
| <u>DOCKAGE</u> | | 640 |
| Rates in this Item apply for the use by the shipper of the carrier's wharves, docks and discharge facilities when Tidewater Barge Lines, Inc. is NOT the carrier transporting the shipment. Rates include Dockage, Line Handling and Other Services required to discharge the vessel, subject to Notes 1, 2 and 3 and Item 220. | | |
| NOTE 1: Shippers are required to give the carrier 48 hours notice of the desired use of the facilities. | | |
| NOTE 2: Use of facilities is contingent upon the carrier's operations and plans. No guarantee is made that facilities will be present or will be made available. | | |
| NOTE 3: The shipper or the tug and barge company performing the transportation shall be responsible for providing a qualified tankerman or person in charge of the barge. The carrier will perform the unloading and reloading operation. The carrier does not guarantee that unloading or reloading will be performed within any time period. The carrier shall not be responsible for demurrage during unloading, reloading, or at any other time. | | |
| USE of FACILITIES AT: | RATE GROUP C COMMODITIES (Cents per Ton) | RATE GROUPS A & B COMMODITIES (Cents per Barrel) |
| Umatilla, OR | 185 | 35 |
| Wilma, WA | 185 | 46 |
| Pasco, WA | 185 | 35 |
| Vancouver, WA | 185 | N/A |
| Refer to Page 1 for explanation of abbreviations and reference marks not explained on this page. | | |
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