

LEVIN-RICHMOND TERMINAL CORPORATION

LRTC TARIFF NO. 5 (Cancels LRTC Tariff No. 4)

RATES, CHARGES, RULES AND REGULATIONS

AT THE

CARGO MARINE TERMINALS

LOCATED AT

RICHMOND, CALIFORNIA

ISSUED: May 16, 2005

EFFECTIVE: July 1, 2005

ISSUED BY

Gary M. Levin, CEO
Levin-Richmond Terminal Corporation
402 Wright Avenue
Richmond, CA 94804

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Issued: May 16, 2005

Effective: July 1, 2005

Section I - GENERAL RULES

CANCELLATION NOTICE

ITEM: 10

Levin-Richmond Terminal Corporation ("LRTC") Tariff No. 5 supersedes Levin-Richmond Terminal Corporation Tariff No. 4 in its entirety.

Provisions formerly shown in Levin-Richmond Terminal Corporation Tariff No. 4 and not brought forward in Levin-Richmond Terminal Corporation Tariff No. 5 are hereby cancelled .

EXPLANATORY STATEMENTS

ITEM: 20

The LEVIN-RICHMOND TERMINAL CORPORATION "LRTC" operates as a Bulk Cargo terminal ("Terminal"). The location of the property comprising the Terminal wherein the provisions of this tariff apply is as follows:

The general boundaries of the Terminal are:

Cutting Blvd. on the North; South 4th Street on the East; approximately 195.27 feet of Wright Avenue on the North; Kaneb Terminals on the East; Santa Fe Channel on the South, and the West bank of Lauritzen Canal on the West.

The wharf section line along Santa Fe Channel is designated as Berth "A" and the wharf section line along Lauritzen Canal is designated as Berth "B" and Berth "C".

The office of the LEVIN-RICHMOND TERMINAL CORPORATION "LRTC" is located within the property described above at the following address: 402 Wright Avenue, Richmond, California 94804.

The official designation of the Terminal is "Port of Richmond, Terminal RCH21 & RCH20" commonly known as 402 Wright Avenue, Richmond, CA 94804

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Issued: May 16, 2005

Effective: July 16, 2003

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STAFF

ITEM: 30

The management staff responsible for the Terminal's operations are:

Gary M. Levin	President & Chief Executive Officer
William E. Buffalow	Director of Operations
James W. Cannon	Director of Marketing – Capital Projects
Michael R. McCoy	Director of Marketing – Bulk Cargo
John L. Cockle	Operations Superintendent

APPLICATION OF THIS TARIFF

ITEM: 40

- (A) This Tariff applies at the Terminal and to all its properties and facilities engaged in the commerce of handling inbound and outbound cargo; including receiving, storing and distributing cargo in maritime transportation.
- (B) Use of the properties and facilities described in (A), above, constitutes acceptance of this Tariff and all applicable rules, regulations and charges with respect to the Tariff. Where users of such properties and/or facilities have entered into written contracts or agreements with LRTC, the terms of such contracts or agreements shall prevail over this Tariff to the extent they are inconsistent with the Tariff.

Section I - GENERAL RULES

UNITS OF WEIGHT AND MEASURE

ITEM: 50

Customary international (metric) and U.S. units of weight and measure governing the determination of rates and charges assessed under this Tariff are as follows:

1 Acre	43,560	Square Feet
1 Kilogram	000002.2046	Pounds
1,000 Kilograms	2,204.62	Pounds
1 Metric Ton (Tonne)	1,000	Kilograms
1 Short Ton	2,000	Pounds
1 Foot	00000.3048	Meter
1 Cubic Foot	00000.0283	Cubic Meters
1 Cubic Meter	00035.315	Cubic Feet
1 Bushel Grain (US) 60 pounds	00027.216	Kilograms
1 Barrel (US) 42 gallons	00159.09	Liters

METRIC CONVERSION GUIDE

TO CHANGE	TO	MULTIPLY BY
Cubic Feet	Cubic Meters	0.0283
Cubic Meters	Cubic Feet	35.3145
Cubic Meters	Cubic Yards	1.3079
Cubic Yards	Cubic Meters	0.7646
Feet	Meters	0.3048
Gallons (US)	Liters	3.7853
Gallons (US)	Tons	0.003784
Kilograms	Pounds	2.2046
Meters	Feet	3.2808
Meters	Yards	1.0936
Metric Tons	Long Tons	0.9842
Metric Tons	Short Tons	1.1023
Miles	Kilometers	1.6093
Pounds	Kilograms	0.4536
Square Feet	Square Meters	0.0929
Square Meters	Square Feet	10.7639
Square Yards	Square Meters	0.8631
Tons (Long)	Metric Tons	1.0160
Tons (Short)	Metric Tons	0.9072
Yards	Meters	0.9144

Section I - GENERAL RULES

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ITEM: 60

A.M.	Ante Meridiem (before Noon)
DOT	U.S. Department of Transportation
e.g.	For example
ETA	Estimated Time of Arrival
Etc.	And so forth
Hr	Hour
i.e.	That is
IMO	International Maritime Organization
LOA	Length Overall
Lb	Pound
MT	Metric Ton
No	Number
N.O.S.	Not Otherwise Specified
O/T	Overtime
P.M.	Post Meridiem (after Noon)
S/T	Straight Time
Tariff	This Tariff No. 5
Terminal	Bulk Cargo Terminal described in Item 20
LRTC	Levin-Richmond Terminal Corporation
U.S.	United States
\$	U.S. dollars(s)
%	Percent
(i)	Denotes increase
(a)	Denotes addition

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Section I - GENERAL RULES

DEFINITION OF TECHNICAL TERMS

ITEM: 70

APPLICATION FOR BERTHING DATE: Form submitted by LRTC's customers to nominate a vessel and laydays for acceptance by LRTC. Also referred to as "berthing application".

BULK CARGO OR CARGO IN BULK: Commodities which, by nature of their unsegregated mass, are usually handled by shovels, scoops, buckets, forks, magnets or mechanical conveyors, and which are loaded or unloaded and carried without wrappers or containers and received and delivered by carriers without transportation mark or count.

CARGO: Merchandise, freight, material, mail, live animals, fuel, vessel's stores and supplies and any and all property not specifically described, unless otherwise specifically provided in individual items in this Tariff.

DIRECT: Continuous operation between barge, car or truck and vessel when performed by vessel's stevedores.

DOS: Declaration of Security.

DOCKAGE: Charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure, or bank, or for mooring to a vessel so berthed.

FREE TIME: Specified period during which cargo may occupy Terminal space assigned to it, free of wharf demurrage or terminal storage charges.

GENDER REFERENCE: Except as otherwise specified in this Tariff, references to the male gender shall be considered to apply to the female gender, and vice versa.

HAZARDOUS CONDITION: Any condition that could adversely affect the safety of the vessel, the Terminal facility or shore area or environmental quality of the Terminal's waters. This condition includes but is not limited to fire, explosion, leakage or damage of the vessel or dangerous or hazardous cargoes transported by the vessel.

HAZARDOUS MATERIALS AND/OR DANGEROUS CARGOES: For the purpose of this Tariff, Hazardous Materials and/or Dangerous Cargoes are defined as materials which have been designated by the U.S. Department of Transportation (DOT), the International Maritime Organization (IMO), the City of Richmond Fire Chief, Director of Operations or any other federal, state or municipal regulatory agency, as capable of posing a risk to health, safety or property when transported or stored, or which qualify as hazardous and/or dangerous by reason of their characteristics or because referenced as such in the governing publications listed in Item 124 of this Tariff.

Section I - GENERAL RULES

(continuation of DEFINITION OF TECHNICAL TERMS)

**ITEM: 70
(CONTINUED)**

HOLIDAYS: Shall include the following:

New Year's Eve*	New Year's Day*	President's Day
Memorial Day	Independence Day	Labor Day
Thanksgiving Day*	Day After Thanksgiving Day	
Christmas Eve Day*	Christmas Day*	

and any other legal holiday(s) that may be proclaimed by State or Federal authority.

* indicates "No Work Days" when no work shall be performed.

NOTE: When any holiday falls on Sunday, the Monday following will be observed as a holiday.

HOT WORK: Any operation involving oxyacetylene or electric welding, burning, cutting or other heat producing activities.

INBOUND CARGO: Cargo that has been discharged from a vessel.

LAYDAYS: Number of days prior to and following vessel's nominated ETA, when vessel is scheduled to arrive at Terminal berths. Vessels arriving within accepted laydays can commence "time to count" upon the expiration of "turn time" per written agreement between Terminal and customer.

LIGHTER: Barges or any other type of vessel which have neither power nor steering equipment.

MARSEC: Maritime Security

OCEAN TERMINAL: Refers to the wharf designed to accommodate ocean-going vessels and their facilities subject to this Tariff adjacent thereto, operated by LRTC.

OUTBOUND CARGO: Cargo which is being or is loaded to a vessel.

PLACE OF REST: That area at the Terminal which is assigned for the receipt of Inbound Cargo from a vessel and from which Inbound Cargo may be delivered to the consignee and that area which is assigned for the receipt of Outbound Cargo from shippers for vessel loading.

TARIFF: This Tariff No. 5.

TERMINAL: Includes all wharves, docks or other terminal structures and facilities operated by Levin-Richmond Terminal at Richmond, California.

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Issued: May 16, 2005

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(continuation of DEFINITION OF TECHNICAL TERMS)

**ITEM: 70
(CONTINUED)**

LRTC: Levin-Richmond Terminal Corporation.

TERMINAL STORAGE: Service of providing Bulk Cargo stockpiling, warehouse or other terminal facilities for the storing of Inbound or Outbound Cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage after storage arrangements have been made.

WHARFAGE: Charge for use of wharves or wharf premises and does not include charges for any other service or use of facilities.

WHARFAGE AREA: Any pier, wharf, bulkhead, bulkhead wharf, quay wharf, seawall, seawall structure, embankment, thoroughfare and other Terminal areas, alongside of which vessels may lie or which are suitable for and are to be used in the loading, unloading, assembling, distribution or handling of Inbound or Outbound Cargo.

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Issued: May 16, 2005

Effective: July 1, 2005

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APPLICATION OF RATES, RULES AND REGULATIONS

ITEM: 100

- (A) Except as otherwise provided, the applicable rates, charges, rules and regulations under this Tariff shall be those in effect at the time the charge is incurred.
- (B) The rates, charges, rules and regulations for all charges shall be as follows:

INBOUND CARGO: The rates, charges, rules and regulations in effect on the date of commencement of discharge of cargo from the vessel.

OUTBOUND CARGO: The rates, charges, rules and regulations in effect on the date of commencement of loading cargo on the vessel.
- (C) The rates, rules and regulations contained in this Tariff apply to all vessels docking at the wharves of the Terminal.
- (D) Use of the Terminal and/or delivery of cargo to the Terminal shall constitute acceptance of this Tariff and the terms and conditions set forth herein, unless otherwise provided by written agreement between LRTC and customer.

MINIMUM CHARGE

ITEM: 105

Except as otherwise provided in this Tariff, the minimum charge for any service or combination of services, under this Tariff, shall be Four Hundred Dollars (\$400.00).

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Issued: May 16, 2005

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PAYMENT OF CHARGES

ITEM: 110

- (A) All charges for services rendered by LRTC or for the use of the Terminal are due and payable as they accrue by the vessel, its owners or agents, or by the owner, shipper or consignee of cargo before cargo leaves the custody of LRTC. LRTC reserves the right to require payment of charges in advance, as follows:
- (1) By the vessel, its owners or agents, before vessel commences loading or discharging operations.
 - (2) By the owner, shipper or consignee before cargo leaves the custody of the Terminal.
 - (3) When cargo is accepted for wharf storage by LRTC, and in the opinion of LRTC, has a value less than the amount of charges, which will be incurred with respect to such cargo in utilizing the facilities of the Terminal.
- (B) Vessels, their owners, agents, masters, and owners, shippers or consignees of cargo docking at, or using the facilities covered by this Tariff, agree to be responsible, jointly and severally, for the payment of charges assessed in accordance with this Tariff. The rates, rules and regulations named in the Tariff will apply irrespective of the provisions of any third party bills of lading, charter party, agreement, contract, or any other conflicting provision (except by written agreement between the Terminal and customer).
- (C) In any action, for the recovery of any amount due LRTC, if LRTC prevails in the action, it shall be entitled to recover in addition to the amount due, the expenses in pursuing such action, including reasonable attorneys' fees, plus interest at 18% per annum from the date due on all unpaid amounts.

DAMAGE TO PROPERTY

ITEM: 115

- (A) Every person and every vessel responsible for any damage or destruction to any real or personal property of any kind or character owned by LRTC shall be held liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. The expense of repairing said damage including all surveys shall be charged against the person or vessel, or both, responsible therefore.
- (B) In the event any damage is done to any wharf, wharf premises, facility, or other property owned by LRTC, the person or persons causing, responsible for, or in any way connected with such damage, and the person or persons to whom the wharf, wharf premises, facility or other property have been assigned, or by whom it is being used and the master, owner, operator, or agent of any vessel, vehicle, or other instrumentality involved in such damage, shall promptly give a full report thereof to the Director of Operations. Such report shall include the date and hour the damage occurred, the name and address, or if unknown, a description of witnesses and other persons, vessels or instrumentalities involved in the damage, as well as all other pertinent facts and information that may be available. No such person or party shall refuse, neglect or fail to make or give any such report in the form and manner aforesaid. In addition to the general penalties prescribed in this Tariff, any such person or party who so refuses, neglects or fails, may be refused the use of any wharf or other facility until LRTC has been fully reimbursed for any damage.

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Issued: May 16, 2005

Effective: July 1, 2005

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BULK HAZARDOUS MATERIALS AND/OR DANGEROUS CARGOES

ITEM: 120

- (A) Bulk Hazardous Materials and/or Dangerous Cargoes shall not be transported or transferred from one tank or container to another in the Terminal without first receiving written permission from the City of Richmond Fire Chief and the Director of Operations, or his designee. LRTC will only handle such cargo in an emergency.
- (B) All transfers of bulk liquid or gaseous dangerous or hazardous cargoes or products, including ship's stores and bunkers and lubricating oils, shall be in accordance with all federal, state and municipal laws and regulations as applicable, including the following:

33 CFR 96 International Safety Management Code
33 CFR 125 – 127 Waterfront Facilities Regulations
33 CFR 151 – 159 Pollution Regulations
Oil Pollution Act of 1990
Lempert-Keene-Seastrand Oil Spill Prevention & Response Act
49 CFR 30 – 39 Tank Vessel Regulations

Any vessel requiring emergency bunker fuel and/or lubricating oils delivered aboard by hose from the Terminal's dock or from a vendor barge alongside the vessel must:

- Have an approved Oil Pollution Response Plan in effect.
- Have delivered to LRTC a copy of the U.S. Coast Guard authorization to operate under OPA 90 or similar certificate.
- Follow all terms of the Response Plan regarding booming and spills.
- Have approved schedule of delivery from the Director of Operations, or his designee.
- Provide LRTC with Material Safety Data Sheet (MSDS) on all products.

Requirements above apply to the transfer of contaminated ship ballast and/or bilge water.

- (C) The transfer of any hazardous liquids and/or gasses is expressly prohibited.
- (D) No person, firm, association, corporation, vessel or other entity or party shall handle, transport, load, discharge, stow or retain any class of explosives, Hazardous Materials and/or other Dangerous Cargoes aboard any vessel within the Terminal, or permit or cause to be permitted any flammables, corrosives, explosives, or other dangerous cargo as defined in the Governing Publications in Item 124, or any applicable federal, state or municipal laws or regulations, to remain overnight on any dock, wharf, bulkhead area or in any transit shed, or elsewhere at the Terminal or within such places and in such manner except as may be approved by the Director of Operations and the City of Richmond Fire Chief.

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Issued: May 16, 2005

Effective: July 1, 2005

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DISCHARGE AND DUMPING PROHIBITED

ITEM: 121

- (A) No person, firm, association, corporation, vessel, or any other entity or party shall discharge, pump into, dump, or in any way or manner allow or cause oil, other pollutants or any discharge to escape into the waters of the Port of Richmond.
- (B) No substance or object that will sink or form an obstruction to navigation or become a nuisance shall be deposited into or upon the waters of the Port of Richmond.
- (C) Vessels requiring discharge of oily waste shall contract directly with a licensed contractor to receive, haul and dispose of oily waste. Such contractor shall obtain and maintain a current "Certificate of Adequacy" issued by the Coast Guard.
- (D) Any licensed oily waste contractor is required to present such current "Certificate of Adequacy" upon request, to Coast Guard, City of Richmond Fire Department and/or LRTC's staff.

INTERNATIONAL SAFETY MANAGEMENT CODE

ITEM: 122

All vessels must comply with the International Safety Management Code (ISM) governing safety and anti-pollution standards and the U.S. Coast Guard regulations at 33 CFR 96 (1998), or any other applicable laws and regulations.

FACILITIES REQUIREMENTS

ITEM: 123

Anyone using the Terminal facilities or property, prior to handling dangerous cargoes, shall meet all conditions of a "Designated Waterfront Facility" as prescribed in "Handling of Explosive Materials or Other Dangerous Cargoes Within or Contiguous to Waterfront Facilities" (33 CFR 126). All users are responsible to ensure adequate operational and safety requirements in compliance with this Tariff and all applicable federal, state and municipal laws and regulations.

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GOVERNING PUBLICATIONS

ITEM: 124

In addition to any state, municipal laws and regulations and LRTC's rules and regulations, the following publications specifically regulate the handling and storage of hazardous and dangerous cargoes:

10 CFR	0 – 199	Nuclear Regulatory Commission
33 CFR	125 – 126	Waterfront Facilities Regulations
33 CFR	151 – 159	Pollution (MARPOL 73/78 Rule)
40 CFR	116 – 117	Environmental Protection Agency Requirements
40 CFR	140	Marine Sanitary Standards
40 CFR	260 – 280	Hazardous Waste: Generators of hazardous Waste
40 CFR	302 – 305	Oil and Hazardous Substances
46 CFR	30 – 39	Tank Vessels
46 CFR	146 – 154 (a)	Dangerous Cargoes
49 CFR	100 – 195	Hazardous Materials
49 CFR	420 – 453	Cargo Containers
IMO CODE		"Dangerous Goods" International Maritime Organizations (IMCO or IMO) Dangerous Goods Code.
33 USC	1201 et seq.	Federal Water Pollution Control Act

MARINE INSURANCE

ITEM: 125

All vessel owners must have protection and indemnity insurance (P & I) covering the liability of vessel owners.

Section I - GENERAL RULES

HOT WORK PROHIBITED

ITEM: 126

- (A) Hot Work is any operation involving oxyacetylene or electric welding, burning, cutting or other heat producing activities.
- (B) No Hot Work shall be conducted on any waterfront facility or vessel moored thereto in the Terminal area unless a properly executed and valid Richmond Fire Department Welding and Hot-Work Permit is on file at the Terminal and advance notification has been given to the Director of Operations and the City of Richmond Fire Chief.

LABELING, PACKAGING AND DOCUMENTATION REQUIREMENTS

ITEM: 127

- (A) In order to comply with DOT regulations (49 CFR, Parts 100 - et seq), the following data are required for the delivery of Hazardous Materials and/or Dangerous Cargoes to the Terminal.
 - (1) Complete shipper's name and address, and, when possible the telephone number for emergencies.
 - (2) Carrier's name and address.
 - (3) Complete consignee's name and address, to include the overseas port of destination on exports.
 - (4) Proper DOT or IMO shipping name; i.e., the technical name of the cargo being shipped as listed in 49 CFR and IMO.
 - (5) Hazard Class of the material being shipped.
 - (6) Kind and number of containers, applicable container number(s), number of packages, individual weights and total weight.
- (B) All cargo shall be labeled in accordance with the foregoing DOT regulations.
- (C) Shippers Certification: A shippers certification must appear on every bill of lading or shipping document provided. The correct wording of this certification is as follows:

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

The certification is to be accompanied by a legible signature of the person certifying above and the typed name and title of the signatory.
- (D) All cargo shall be accompanied by properly documented special instructions, exceptions or exemption information, if required under the DOT regulations.

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RIGHT OF REFUSAL

ITEM: 128

- (A) For the purpose of this paragraph (A), the Director of Operation's authority shall not be delegated except in accordance with the express written authorization of LRTC. The Director of Operations is hereby authorized and empowered to refuse permission to any vessel carrying explosives, hazardous or other dangerous cargo to berth at any dock, wharf, bulkhead area or alongside any transit shed, or to any person, firm, association, corporation, vessel or other entity or party transporting explosives, hazardous or dangerous cargo to, or storing such materials at any dock, wharf, bulkhead area or in any transit shed within or at the Terminal, if in his sole judgment, such berthing or use in or at the Terminal would be dangerous or hazardous.
- (B) The Director of Operations may, at any time, cause any dangerous cargoes to be removed at the expense of the vessel, cargo owner or consignee.

TECHNICAL ADVICE: HANDLING AND PACKAGING, CHEMICAL HAZARDS, CLEAN-UP PROCEDURES

ITEM: 129

Questions concerning procedures for handling or packaging, chemical hazards and clean-up procedures may be referred to the following industry sponsored organizations:

- (1) For information on handling and packaging of dangerous material:

U.S. Department of Transportation, Hazardous Material Transportation Bureau
(202) 366-4481

- (2) For information on chemical hazard and clean-up procedures:

CHEMTREC
(800) 424-9300

or

Contra Costa County, Department of Environmental Health
(925) 646-5225.

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Issued: May 16, 2005

Effective: July 1, 2005

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VARIANCES FROM TERMINAL REGULATIONS APPLYING TO DANGEROUS OR HAZARDOUS CARGOES

ITEM: 130

Request for variances of any requirements outlined in this Tariff pertaining to the handling of dangerous or hazardous cargoes shall be directed to the Director of Operations.

ACCIDENT REPORTING REQUIREMENTS

ITEM: 135

(A) All accidents involving dangerous spills of corrosives, explosives or other flammable or dangerous cargoes must be reported immediately to:

- (1) National Response Center (800) 424-8802
- (2) United States Coast Guard Captain of the Port, San Francisco Bay (510) 437-3073
- (3) City of Richmond Fire Department, Dispatcher (510) 233-5223
- (4) Levin-Richmond Terminal Corporation (510) 232-4422
 - Director of Operations (510) 307-4034
 - Superintendent (510) 307-4075
 - Security Office (510) 307-4021

(5) CHEMTREC (Chemical Hazards) (800) 424-9300

(B) As soon as any supervisory person in charge of a vessel or LRTC has knowledge of any discharge of oil or a hazardous substance from that vessel or facility or accidental release of dangerous cargo, shall report the same immediately to:

- (1) National Response Center (800) 424-8802
- (2) United States Coast Guard Captain of the Port, San Francisco Bay (510) 437-3073
- (3) City of Richmond Fire Department, Dispatcher (510) 233-5223
- (4) Levin-Richmond Terminal Corporation (510) 232-4422
 - Director of Operations (510) 307-4034
 - Superintendent (510) 307-4075
 - Security Office (510) 307-4021

(C) Vessels enroute to the Terminal which have a hazardous condition shall not proceed into the Terminal area until notifying the Director of Operations and the City of Richmond Fire Chief about the nature of the hazardous condition present. Vessels with hazardous conditions shall follow the directions outlined by the Director of Operations and the City of Richmond Fire Chief.

LEVIN-RICHMOND TERMINAL CORPORATION

Levin-Richmond Terminal Corporation
402 Wright Avenue
Richmond, CA 94804
Phone:(510) 232-4422 Fax:(510) 236-0129

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Issued: May 16, 2005

Effective: July 1, 2005

Section I - GENERAL RULES

NO CARGO INSURANCE BY LRTC

ITEM: 140

LRTC does not provide property or cargo insurance coverage of any kind to any other persons, including those using the Terminal property, facilities, and/or services. Rates under this Tariff do not include the cost of any such insurance. Rates have been determined on the basis of the applicability of Items 140, 145 and 150 and all other provisions under this Tariff limiting the liability of the Terminal. Such rates would be higher if Items 140, 145, 150 and the other provisions under this Tariff limiting the liability of LRTC were not applicable.

NON-LIABILITY FOR LOSS OR DAMAGE

ITEM: 145

- (A) LRTC will not be responsible or liable for loss, damage, expenses or delays caused by fire or extinguishment thereof; explosion, frost, heating, leakage, evaporation, natural shrinkage, seepage, wastage or decay, pilferage, animals, rats, mice or other rodents, insects, moths and weevils, leakage or discharge from fire protection systems, collapse of wharves, piers or other structure, breakdown of plant, machinery or equipment, floats, logs, or piling required in breasting vessels away from wharves or piers, dampness, floods, combinations, riots or sabotage, labor disturbances, including lockouts, picketing and strikes of any persons in its employ or in the service of others or for any consequences arising therefrom, labor shortage, insurrection, or war, insufficient notification, the elements, violation, and/or infraction of law as imposed by any governmental regulatory body or agency, and any causes unavoidable or beyond control and without the negligence of LRTC, its directors, officers, agents, or employees. In particular but without limitation, LRTC will not be responsible for damage by elements to goods or property.
- (B) In instances in which LRTC's negligence causes or contributes to the cause of any liability as set forth in this item or any other item in this Tariff, the obligation to exculpate or indemnify and hold harmless LRTC pursuant to this Tariff shall be limited to that portion of the liability on a percentage basis, which is not attributable to LRTC's negligence.

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Section I - GENERAL RULES

NON-LIABILITY FOR SHIPPER'S FAILURE TO RESERVE SPACE OR CARRIER'S FAILURE TO LOAD GOODS

ITEM: 150

LRTC shall not be liable for loss, damage expenses or delay arising from failure of the shipper to arrange for space on the transporting vessel, or from the failure of any carrier to load and transport cargo on the particular date or vessel nominated by the shipper or owner of such cargo. In the event of such failure, such cargo shall be held subject to all of the applicable charges and provisions of this Tariff.

WHARF CLEANUP OR REMOVAL OF RESIDUAL CARGO

ITEM: 155

The Shipper/Receiver will be responsible for the cleanup of cargo from the dock(s) within 24 hours after completion of loading or discharging of cargo and within 24 hours after stockpiled cargo has been removed from the dock. Failure to comply will serve as authority for LRTC to arrange to clean residue for the account of Shipper/Receiver and to invoice on a cost basis, plus a markup of 50%.

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<p>SHIPPER'S REQUESTS AND COMPLAINTS</p> <p>Requests or complaints from shipper on matters relating to the rates, rules and regulations contained in this Tariff must be made to LRTC at the address shown below.</p> <p style="padding-left: 40px;">LEVIN-RICHMOND TERMINAL CORPORATION 402 Wright Avenue RICHMOND, CA 94804</p> <p style="padding-left: 40px;">ATTENTION: Director of Marketing - Bulk Cargo</p> <p style="padding-left: 40px;">Phone: (510) 307-4009 Email: marketing@levinterminal.com</p>	ITEM: 160	
<p>ACCESS TO SHIPPING DOCUMENTS</p> <p>Vessel agents, owners and masters, will be required to make shipping documents available to LRTC for the purpose of obtaining the necessary data to permit correct assessment of charges.</p>	ITEM: 165	
<p>RIGHT TO REFUSE FREIGHT</p> <p>LRTC reserves the right without responsibility or liability for storage, loss, damage, and/or expenses of any kind whatsoever to refuse to accept, receive, unload or to permit vessel to discharge, all cargo for which prior arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier. Further, LRTC hereby gives notice that it refuses to accept any cargo, the handling of which would result in a violation of any applicable governmental law or regulation including (without limitation) any law or regulation concerning the environment.</p>	ITEM: 170	
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Section I - GENERAL RULES

INDEMNITY

ITEM: 175

(A) Users shall at all times, defend, indemnify, protect and hold harmless LRTC, related companies and any and all of the members of the board, officers, agents, representatives, and employees of LRTC from any and all judgments rendered, claims, and legal actions, including attorneys' fees and other expenses incurred in defending against legal actions, claims and liability for death of, or injury to persons, damage to property or civil fines and penalties that may, in whole or in part, arise from or be caused, directly or indirectly by:

- (1) Any dangerous, hazardous, unsafe, defective or other condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Terminal facilities or services by users of the Terminal facilities or services or their officers, agents, customers, employees, tenants, sub-tenants, contractors, subcontractors, licensees or invitees;
- (2) Any operation conducted upon or any use or occupation of the Terminal facilities by user, its officers, agents, customers, employees, tenants, sub-tenants, contractors, subcontractors, licensees or invitees under or pursuant to the provisions of an agreement or otherwise;
- (3) Any failure of user, its officers, agents, customers, employees, tenants, sub-tenants, contractors, subcontractors, licensees or invitees to comply with any of the terms or conditions of the operating agreement or contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; or

(B) Users also agree to indemnify LRTC and related companies and pay for all damages or loss suffered by LRTC, including but not limited to damage to or loss of LRTC's property, to the extent not insured by LRTC and loss of LRTC's revenue from any source, caused by or arising out of the conditions, operations, use, occupation, acts, omissions or negligence referred to in this Tariff. The term "persons" as used in this Tariff shall include but not be limited to officers and employees of user.

(C) User and user's insurance carrier waives all rights of subrogation for loss or damage to contents of works, structures and improvements on the premises.

(D) In instances in which LRTC's negligence causes or contributes to the cause of any liability as set forth in this Item 175, the obligation to exculpate or indemnify and hold harmless LRTC, related companies and any and all members of the board, officers, agents, representatives, and employees of LRTC and related companies hereunder shall be limited to that portion of the liability on a percentage basis, which is not attributable to LRTC's negligence.

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<p>COMPLIANCE WITH GOVERNMENT REGULATIONS</p> <p>Any users of the Terminal's services or facilities shall at all times, at their own expense, use or occupy the Terminal in such manner as will maintain the Terminal in a clean, wholesome and sanitary condition and in compliance with any and all present and future laws, ordinances and general rules or regulations related to sanitation, pollution, or public health, safety or welfare and shall obey and comply with all applicable laws, rules and regulations adopted by federal, state, local and other governmental bodies, departments, agencies, or officers thereof.</p>	ITEM: 180	
<p>MARINE SECURITY</p> <p>(A) A Declaration of Security (DOS) shall be signed and implemented by the Terminal and a vessel prior to the commencement of cargo handling operations to ensure that security concerns are properly addressed.</p> <p>(B) In the event that the United States Coast Guard declares MARSEC LEVEL 3, "a fully enhanced security posture with a high risk that a specific threat exists to the marine domain or marine transportation system" in the San Francisco Bay Area, the Terminal will take the following action:</p> <ul style="list-style-type: none"> • The Terminal shall contact Vessel Agent and advise Vessel Master to depart the berth as quickly and as reasonably as possible. • The Terminal's security employees shall be posted at the gangway. A Vessel's crewmember shall be assigned to patrol the Vessel until the Vessel departs. • Terminal shall provide personnel with responsibility of implementing Security Measures on site. • Terminal shall lock all gates and conduct only necessary business. 	ITEM: 185	
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Section II - VESSEL BERTHING, DOCKAGE AND WHARFAGE

BERTHING ARRANGEMENTS

ITEM: 200

- (A) No vessel or other floating object will be permitted to berth or lay at a wharf or dock of the Terminal without first submitting an "APPLICATION FOR BERTHING DATE" and without such berthing application having been accepted by LRTC. Any unauthorized berthing of vessels, lighters, barges, or tugs will be invoiced at twice the dockage rates provided in Item 240, but not less than \$1,000.00 per day or fraction thereof. The Terminal reserves the right to remove such vessels, lighters, barges, or tugs from the facility at owner's expense. The party making the berthing application must also acknowledge responsibility for payment of charges. Application may be made no more than 60 days before and not less than 72 hours prior to the anticipated estimated time of arrival (ETA) of a nominated vessel at the Terminal. If the vessel can be accommodated, LRTC, for good and sufficient reasons, may waive this minimum requirement of 72 hours.
- (B) Vessels shall be scheduled for berthing as within the laydays accepted by LRTC.
- (C) In the event a vessel; 1) is renamed or substituted, 2) fails to arrive within the scheduled laydays, or 3), is not ready to load or discharge on schedule when her designated berth is available, such vessel shall lose her turn on berth and shall be required to make application for a new berthing date.
- (D) LRTC reserves the right to order a vessel to shift her position or vacate a berth with all expenses incurred and all risk of damage for the account of the vessel. When a vessel fails to shift or vacate a berth as ordered by LRTC, the vessel shall be subject to dockage charges of \$500.00 per hour. The dockage charges specified herein shall commence at the time written orders are handed to the master or other officer of the vessel and shall continue until said orders have been obeyed.
- (E) LRTC reserves the right to require a vessel occupying a berth to work, at vessel's expense, a minimum of two (2) shifts per calendar day with the maximum gangs practical, feasible and available. Should a vessel refuse or be unable to work as indicated above, she shall forfeit her turn on berth and/or be ordered off berth in favor of the next vessel scheduled to work. A vessel losing her turn on berth under these conditions must re-apply for a new berthing date.
- (F) LRTC may change the berthing order of vessels or order a vessel off berth at the expense of the vessel when confronted by an urgent need to receive or load any particular grade or type of cargo.

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Section II - VESSEL BERTHING, DOCKAGE AND WHARFAGE

APPLICATION OF DOCKAGE RATES AND CHARGES

ITEM: 210

- (A) Except as otherwise provided by written contract or agreement with LRTC, dockage charges shall be assessed against all vessels in all trades at the full dockage rates.
- (B) The full dockage shall be assessed against all vessels when berthed offshore.

DOCKAGE PERIOD

ITEM: 220

- (A) Dockage shall commence for a vessel upon "taking lines" to a wharf pier, seawall structure or bank, or moored to a vessel so berthed and shall continue until such vessel is "releasing lines" from and has vacated the berth.
- (B) A full day's dockage is charged for each 24 hour period or fraction thereof, including Saturdays, Sundays, and Holidays. Dockage is charged notwithstanding inability of vessel to vacate the berth because of weather conditions or other circumstances beyond the control of LRTC (i.e. events of force majeure).

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Section II - VESSEL BERTHING, DOCKAGE AND WHARFAGE

BASIS FOR COMPUTING DOCKAGE CHARGES

ITEM: 230

- (A) Dockage shall be based on overall length of the vessel as shown in Lloyd's Register. If length is not shown in Lloyd's Register, the ship's Certificate of Registry showing length of vessel will be accepted.
- (B) Vessels for which the overall length is not available in either Lloyd's Register or the Certificate of Registry will be measured at the direction of the Director of Operations, by a bona fide Marine Surveyor or Naval Architect, and either lettered, numbered, or named and registered so that identification may be easily established; otherwise, such vessels shall be denied the use of the wharves and other facilities provided by LRTC. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel, measured as parallel to the base line of the vessel to the most distant point on the stern.
- (C) In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:
- One-half (1/2) meter or less, discard.
 Over one-half (1/2) meter, increase to the next whole figure.

DOCKAGE RATES PER DAY (OR FRACTION THEREOF)

ITEM: 240

VESSEL LENGTH (IN METERS)		
OVER	NOT OVER	RATE PER 24 HOUR DAY Effective July 1, 2005
0	105	\$ 770.00
105	120	\$1,100.00
120	135	\$1,500.00
135	150	\$1,900.00
150	165	\$2,400.00
165	180	\$2,950.00
180	195	\$3,550.00
195	210	\$4,200.00
210	225	\$5,000.00
225	240	\$5,750.00
240	255	\$6,600.00

NOTE: To convert feet to meters: multiply by 0.3048 or divide by 3.2808
 To convert meters to feet: multiply by 3.2808

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Section II - VESSEL BERTHING, DOCKAGE AND WHARFAGE

WHARFAGE

ITEM: 260

Wharfage rate for all cargo is \$2.00/MT except as otherwise provided for in written contracts or agreements between LRTC and customers of LRTC.

LEVIN-RICHMOND TERMINAL CORPORATION

Section III - MISCELLANEOUS CHARGES

MOORING, TAKING, RELEASING, AND SHIFTING OF LINES

ITEM: 300

(A) LRTC reserves the right to perform the service of taking, releasing, or shifting of vessel's lines on its Terminal facilities. Charges for the performance for these services shall be determined as follows:

(1) Compute the time from when men report for duty, as called at the request of the vessel master or vessel's agent, until the vessel is tied up or let go, or until a vessel berthed alongside has completed shifting from one berth to another, as applicable.

(2) Apply the rates set forth in table below that are applicable during the hours in which the men are required to report for duty to perform the service, subject to a minimum charge per gang shown in connection therewith. When the time extends over two or more periods, in which different charges are provided, the charge shall be computed upon the basis of the highest rate.

(3) Rates per gang, given on the table below, are based on a gang of 4 men per gang **releasing lines** and 6 men per gang **taking lines** for vessels less than 183 meters LOA (approximately 600 ft.) and on a gang of 6 men per gang **releasing lines** and 8 men per gang **taking lines** for vessels greater than 183 meters LOA. When additional men are required or requested for taking or releasing lines, the rates, subject to the applicable minimum hours, will be increased in proportion to the number or additional linemen used.

	Taking Lines		Releasing Lines	
	<u>6 men</u>	<u>8 men</u>	<u>4 men</u>	<u>6 men</u>
(a) Monday through Friday, except holidays:				
Weekdays between 0800 and 1659.....	\$1,950	\$2,600	\$1,300	\$1,940
Inclusive of 2 hour minimum				
(b) Weekdays between 1700 and 0759				
Saturday/Sunday/Holiday anytime.....	\$3,700	\$4,950	\$2,470	\$3,700
Inclusive of 4 hour minimum				

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Section III - MISCELLANEOUS CHARGES

SUPPLYING FRESH WATER TO VESSELS

ITEM: 310

Fresh water shall be provided by LRTC at the rate listed herein, upon the request of a vessels' Master, First Officer or Agent. Water quantity shall be determined by the difference between initial and final meter readings and converted to metric tons.

Minimum charge for fresh water: Two Hundred Dollars (\$200.00) per vessel

WATER.....\$3.80/MT

Section III - MISCELLANEOUS CHARGES

EQUIPMENT FURNISHED WITH TERMINAL OPERATING PERSONNEL

ITEM: 320

All equipment is to be operated by LRTC personnel. A minimum charge of four (4) hours per day shall apply.

	<u>S/T</u> <u>\$ PER HR</u>	<u>SATURDAYS</u> <u>& O/T</u> <u>\$ PER HR</u>	<u>SUNDAYS</u> <u>& HOLIDAYS</u> <u>\$ PER HR</u>
AIR COMPRESSOR.....	125.00	150.00	185.00
BACKHOE.....	220.00	250.00	290.00
BOBCAT LOADER.....	150.00	175.00	210.00
DOZER, D-6 (TRACKED)	300.00	330.00	370.00
DOZER, 455	220.00	250.00	290.00
FORKLIFT – UNDER 15 TONS.....	170.00	195.00	230.00
FORKLIFT – 15 TONS OR LARGER.....	190.00	215.00	250.00
IT MACHINES.....	220.00	250.00	290.00
KOMATSU LOADERS.....	300.00	330.00	370.00
966 LOADERS	220.00	250.00	290.00
988 LOADERS.....	300.00	330.00	370.00
MANLIFT.....	220.00	250.00	290.00
MOBILE CRANES.....	190.00	215.00	240.00
RAILROAD LOCOMOTIVE.....	500.00	535.00	570.00
SHORE CRANES.....	1,200.00	1,235.00	1,270.00
TENNANT SWEEPER.....	170.00	195.00	230.00

Section III - MISCELLANEOUS CHARGES

PERSONNEL – HOURLY RATES

ITEM: 330

(A) Where personnel are required to perform services at the request of third parties or when rates are not specified by contract or agreement, the man-hour rates appearing in Paragraph (B) Item: 330 shall be charged for personnel so engaged. A minimum of charge of four (4) hours per day shall apply.

(B) HOURLY RATE FOR OPERATING ENGINEERS:

	S/T \$ PER HR	SATURDAYS & O/T \$ PER HR	SUNDAYS & HOLIDAYS \$ PER HR
BACKHOE OPERATOR.....	85.00	120.00	155.00
BOBCAT LOADER OPERATOR.....	85.00	120.00	155.00
CONVEYOR TENDER.....	70.00	95.00	130.00
CRANE OPERATOR.....	90.00	125.00	160.00
ELECTRICIAN.....CONTRACTOR *			
FORKLIFT OPERATOR - UNDER 15 TONS.....	85.00	115.00	155.00
FORKLIFT OPERATOR - 15 TONS AND OVER.....	90.00	115.00	155.00
HATCH TENDER.....	70.00	95.00	130.00
HEAVY DUTY REPAIRMAN (SPECIALIST)CONTRACTOR *			
LOADER OPERATOR.....	85.00	120.00	155.00
LOCOMOTIVE OPERATOR.....	90.00	125.00	160.00
MECHANIC.....	90.00	125.00	160.00
OILER.....	70.00	95.00	130.00
SWITCHMAN.....	70.00	95.00	130.00
TRACK MACHINE OPERATOR.....	90.00	125.00	160.00
UTILITYMAN.....	70.00	95.00	130.00
WELDER.....	90.00	125.00	160.00

* CONTRACTOR COST PLUS 15%

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Section III - MISCELLANEOUS CHARGES

CARGO STORAGE

ITEM: 340

All storage of cargo shall be pre-arranged with LRTC prior to the arrival of cargo at Terminal.

Storage Charges

- (1) Inbound Cargo: LRTC shall provide temporary storage for a period of ten (10) days commencing upon the completion of vessel discharge. Charges for storage will accrue at the rate of \$1.00 per metric ton per month for all tonnage remaining in storage for the first thirty (30) days following the initial ten (10) day period. Thereafter, storage charges shall accrue at a rate of \$2.00 per metric ton per month for all remaining tonnage in storage. Monthly storage charges shall be on the basis of the following tonnage calculation:

$$\text{ENDING INVENTORY} + \frac{1}{2} (\text{BEGINNING INVENTORY} - \text{ENDING INVENTORY})$$

- (2) Outbound Cargo: LRTC shall provide temporary storage for thirty (30) days prior to arrival of vessel for loading. Additional storage requires arrangements to be made with LRTC at negotiated rates.

WEIGHING ON TRUCK SCALES

ITEM: 350

RATE

Truck or Trailer, N.O.S. (One weigh only).....	\$ 10.00
Truck or Trailer N.O.S. (weighed light and heavy).....	\$ 20.00
Over or Under weighed vehicle (each scale weigh).....	\$ 10.00
Axle weighing (each axle weigh).....	\$ 10.00

NOTE: Unless specifically requested otherwise, all weights are certified.

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Section III - MISCELLANEOUS CHARGES

DISPOSAL FEES

ITEM: 360

(A) Where vessels at berth are required to dispose of oil based products or garbage while alongside Terminal's berths, only certified and approved contractors shall be used to receive and haul away debris from vessels.

(B) The cost of providing contractors is for the account of the vessel's owner(s). These charges are in addition to all other applicable charges in this Tariff.

(C) Vessel's agents shall be responsible for coordinating contractor's services for meeting the scheduling requirements of the Terminal.

TERMINAL SECURITY FEE

ITEM: 370

(A) Due to increased security requirements and costs for complying with MARSEC regulations imposed by the Office of Homeland Security, as implemented by the United Coast Guard, LRTC will assess a Security Fee on all vessels docking at LRTC's berths.

(B) The Security Fee shall be effective as of April 1, 2005 at the rate of \$400.00 per 24-hour period, or any part thereof.

(C) The Security Fee includes LRTC's costs of complying with requirements for visitor and vehicle screening, security patrols, establishing restricted areas, personnel identification, access controls, and installation of surveillance equipment.

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Section III - MISCELLANEOUS CHARGES

LOADING VESSEL'S STORES (EXCLUDING STORES SUBJECT TO ITEM 120)

ITEM: 380

(A) Loading of vessel's stores requires 24 hours advance notification and approval by LRTC. The following information is needed: a detailed manifest of all stores, delivery vehicle driver information, and vehicle's registration number.

(B) Delivery time is at the discretion of LRTC's operating personnel.

(C) The fee for loading stores is \$400 per hour, 2 hours minimum, regardless of how the stores are loaded aboard the vessel.

(D) Loading of vessel's stores is prohibited during MARSEC Level 2 & Level 3