Item 1.0: Introduction

The term "Port" used hereinafter shall be held to mean The Port of Kalama, Kalama, Washington, USA.

Item 2.0: Application of Tariff

Filed 12/01/99

2.1 Notice to Public

This tariff is notice to the public that the rates, charges, rules and regulations apply at the Port.

2.2 Tariff Effective

The rates, charges, rules and regulations named in this tariff shall apply on all vessels received at the terminals or wharves of the Port on and after the effective date of this tariff or any amendment thereto.

2.3 Use of Terminals Deemed Acceptance of Tariff

Use of any of the terminal facilities of the Port shall be deemed an acceptance of this tariff.

2.4 All Rights Reserved

Right is reserved by the Port to furnish all equipment, supplies and material and to perform all services on the terminals under rates and conditions named herein.

2.5 Terminal Use Permits

The services of cargo handling, car loading, car unloading, or other terminal services may be provided by independent agents of the Port of Kalama under terminal use permits issued by the Port of Kalama Commission. These permits are available to any qualified agent desiring to provide terminal services at the Port of Kalama and required by the Port of Kalama.

2.6 Shippers' Requests and Complaints

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this tariff must be made to the Northwest Marine Terminal Association, PO Box 86414, Portland, OR 97286.

2.7 Reservation of Agreement Rights

The Port reserves the right to enter into agreements with carriers, shippers, and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state, and federal laws governing the civil and business relations of all parties concerned.

2.8 Automatic Fee Escalation

All Port user fees not established by contract including, but not limited to, dockage, wharfage, storage, handling and service and facilities charges may be increased by five percent (5%) July 1st of each year. Further, the Port will review all such user fees every five (5) years in order to determine if such fees are comparable to the prevailing fees in the marketplace and shall have the option to increase such fees to those prevailing in said marketplace.

Further, the Port has the option to waive or postpone any increase described herein, however such waiver or postponement of any increase shall not impair the Port's authority to increase user fees at any subsequent fee increase anniversary (July 1st of each year), or designated review date occurring before the July 1st, fee increase anniversary. Upon the July 1st, anniversary or designated date prior to the July 1st, anniversary, the Port maintains the right of fee increases to a fee level that could have otherwise been put into effect.

If any provision of this tariff or its application to any person or circumstance is held invalid, any portion of the tariff or the application of the provision to other persons or circumstances shall not be affected. If any increase is ruled invalid, then the last valid price will remain in effect.

Item 3.0: Claims

3.1 Claims against the Port for loss of or damage of freight must be filed with the Port, in writing within six (6) months following initial receipt at the Port. The Port will not be liable for claims for loss or damage to freight or merchandise when claimant is dealing with a lessee of the Port or with owners of business or industries in the Port, unless the loss is due to negligence of the Port.

3.2 Claims for recovery of overcharges must be filed in writing with the Port within six (6) months following the date of billing against which overcharge is claimed.

3.3 Himalaya Clause: It is hereby expressly agreed between the Port of Kalama and any carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Kalama, as well as any and all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitation on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves.

Item 4.0: Acceptance of Freight

4.1 Right to Refuse Freight

The Port reserves the right to refuse to permit vessels to discharge:

4.1.1 Freight for which previous arrangements have not been made with the Port.

4.1.2 Freight deemed offensive, perishable, or hazardous.

4.1.3 Freight, the value of which may be determined as less than the probable terminal charges.

4.1.4 Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port and all expense, loss or damage incident thereto shall be for account of shipper, consignee, or carrier, unless damage or loss is due to the negligence of the Port.

4.2 Right to Withhold Delivery of Freight

Right is reserved by the Port to withhold or cause to be withheld the delivery of freight until all accrued terminal charges and advances against said freight have been paid in full.

Item 5.0: Collections and Guarantees of Charges

5.1 Collection and Guarantee of Charges

The vessel, its owner and charterer jointly and severally and the berth assignee guarantee and are liable for the payment of all charges whether or not collected by such vessel, its owner, charterer, agent or the berth assignee. The use of a municipal wharf or wharves by the vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgment of the liability for and guarantee of such charges.

5.2 Terms of Payment

Terms are cash in advance, unless credit is extended by the Port. No pending or alleged claims against the Port will be allowed as an offset.

5.3 The Port reserves the right to refuse use of the Port facilities to any user whose account(s) are in arrears.

Item 6.0: Delays and Waiver of Charges

Vessel delays arising from combinations, riots or strikes of any persons in the employ of the Port or in the services of others or arising from any other cause, not reasonably within the control of the Port will not entitle owners, shippers, consignees, or carriers to waiver of wharf demurrage or any other terminal charges of expenses that may be incurred.

Item 7.0: Insurance

Rates Do Not Include Insurance: No insurance is included in the rates named in this tariff.

Item 8.0: Hold Harmless & Indemnity

8.1 Hold Harmless and Indemnify

Except for that portion resulting from the negligence of the Port, if any, owners, shippers, consignees, and carriers shall indemnify and save harmless the Port from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of Port facilities.

8.2 Responsibility Limited

The Port will not be responsible for any loss or damage caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, lots or pilings required in breasting vessels away from wharf, nor will it be answerable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots, or strikes of any persons in its employ or in service of others or from any consequences arising therefrom, except, the Port shall not be relieved from liability for its own negligence.

Item 9.0: Dockage

9.1 Definition

The charges assessed against ocean or river vessels for berthing at a wharf, piling structure, pier, bulkhead structures, or bank, or for mooring to a vessel so berthed.

9.2 Types of Facilities

Two types of berthing facilities exist at the Port of Kalama:

9.2.1 One general cargo terminal currently exists at North Port Terminal.

9.2.2 One grain elevator terminal currently exists at TEMCO.

9.3 Calculation

The period of time upon which dockage will be assessed for berths shall commence when the vessel is made fast and shall continue until departure.

No deductions from dockage assessed will be allowed for weekends, holidays, or because of weather or other conditions which occur during the dockage period.

9.4 Basis for Computing Charges

9.4.1 At the North Port Terminal, dockage charges shall be based on the overall length of the vessel as published in the most current edition of *Lloyds' Register of Shipping* at the time the vessel is berthed. Should length figures not be available from that source, the Port may accept information from the vessel's official papers or measure the vessel. At the TEMCO Terminal, dockage charges shall be based on gross registered tonnage as published in the most current edition of *Lloyds' Register of Shipping* at the time the vessel is berthed. Should tonnage figures not be available from that source, the Port may accept information from the vessel's official papers.

9.4.2 Vessels berthed at terminals may request lay status at idle berths. Lay status may be granted, at the discretion of the Port, at idle berths prior to or after the conclusion of cargo loading. The request for lay status must be received by the Port, prior to the vessel's departure. The dockage charge for lay berth status shall be calculated at 50% of the applicable dockage rates as published in this item or a minimum of $686.00 for the TEMCO Terminal or $618.00 for the North Port Terminal per 12-hour period or fraction thereof, which ever creates the greater revenue.

9.4.3 Vessels on lay status seven (7) consecutive days or longer may be granted special lay berth status when berths are available.

9.5 Periods

Dockage shall be assessed in 12-hour increments or fractions thereof for all berths.

9.6 Minimum Charges

The minimum charge will be:

TEMCO	$1,400.00
North Port Terminal	$1,234.00

9.7 Late Charges

For all invoices not paid within 60 days from date of billing, there will be assessed a 1.5% charge per month of the total billing.

9.8 TEMCO Terminal

Dockage shall be calculated at a rate of $3.50 per gross registered ton for the first 48-hour period for all cargos. For each 24-hour period thereafter, dockage shall be calculated at a rate of $1.00 per gross registered ton. Once cargo operations have ceased, lay berth rates as described in Section 9.4.2 apply.

9.9 North Port Terminal

Over			Not Over		Rate Per 12 Hours
Feet	Meters		Feet	Meters	General Cargo Terminal
0	0		350	107	$1,234
350	107		375	114	$1,529
375	114		400	122	$1,686
400	122		425	130	$1,864
425	130		450	137	$2,069
450	137		475	145	$2,231
475	145		500	152	$2,451
500	152		525	160	$2,782
525	160		550	168	$2,990
550	168		575	175	$3,245
575	175		600	183	$3,607
600	183		625	191	$4,111
625	191		650	198	$4,778
650	198		675	206	$5,436
675	206		700	213	$6132
700	213		725	221	$7,109
725	221		750	229	$8,133
750	229		775	236	$9,228
775	236		800	244	$10,358
800	244		850	259	$11,898
850	259		900	274	$13,538
900	274		950	290	$15,251

To compute the dockage rate for vessels in excess of 950 feet (290 meters) in length overall, add $1,234.00 per 12 hours or fraction thereof for each fifteen meters or portion thereof of length overall in excess to the dockage rate shown for vessels over 274 meters and not over 290 meters in length overall.

Item 10.0: Linesmen

Lines service charges will be assessed against the vessel by the Port using the fee table listed below:

Lines Services	Regular Time	Overtime	Weekends and Holidays
Taking lines (8 men); minimum call 2 hours each and $15 travel time	$2,539	$3,246	$3,669
Taking lines (6 men); minimum call 2 hours each and $15 travel time	$1,905	$2,434	$2,752
Letting go lines (4 men); minimum call 2 hours each and $15 travel time	$1,270	$1,623	$1,835
Waiting or work time beyond the 2 hour minimum per hour per man	$144	$188	$214
Dispatcher calls per call	no charge	$397	$454
Placing or removing gangway at time of tie up or let-go	$72	$94	$107

Item 11.0: Berthing Arrangements

11.1 No vessel will be permitted to berth at a wharf or terminal facility of the Port of Kalama without having first made application for a berth assignment and without such an assignment having been granted by the Port for the General Cargo Berth. Applications for General Cargo berth assignment must be made six (6) days in advance of the arrival of vessel and must specify ETA, ETD and the nature and quantity of freight to be loaded or discharged. The application for vessel berth reservation form for the Port of Kalama General Cargo Berth is in Item 11.7 of this tariff.

11.2 Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port of Kalama to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel for a specific time period.

11.3 Berth assignments made by the Port are subject to alterations and revocation under the following conditions:

11.3.1 Vessel assigned lay status may be ordered to vacate when the Port, at its sole discretion, determines the berth is required for a vessel desiring to load or discharge cargo.

11.3.2 Any vessel experiencing delays for any reason in cargo loading or discharging operations may be ordered to vacate the berth at the sole discretion of the Port.

11.3.3 Whenever the Port determines that a congested condition exists, any vessel on berth may be required to work around the clock. Should there be a refusal to comply, the Port may order the vessel to vacate the berth.

11.3.4 All costs of additional or overtime labor, or equipment, pilotage, tug-hire, linesmen or those of any description arising from the requirement of the Port under these rules shall be for the vessel's account.

11.4 Vessels Required to Vacate a Berth

11.4.1 Orders to vacate a berth shall be tendered in a timely manner. Not less than eight (8) hours will be given a vessel to comply with the order to vacate.

11.4.2 Whenever an Order to Vacate is tendered by the Port and said order is refused or not complied with in the specified time, the Port may assess a penalty dockage rate of $500.00 per hour for each hour the vessel remains on berth.

11.4.3 The Port at its option may affect the removal of a vessel from the berth at the time period specified in the Order to Vacate with all risks, liability and expense for the vessel's account.

11.5 Assignees Liable for Damage

All persons to whom berths have been assigned shall be responsible and liable to the Port for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the Port Director may immediately revoke the assignment to any such person without notice and may refuse the use of any wharf, berth or facility to any such person until the Port has been fully reimbursed for any such damage.

11.6 Liability of the Port on Berth Assignments

11.6.1 Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned berth.

11.6.2 The granting of a berth assignment is not an implication or a guarantee of labor to work a vessel. Assignment, allocation or source of labor is beyond the control of the Port.

11.7 Berthing Application (See Port of Kalama's main Tariff page under Item 11)

11.8 Condition of Berth

Upon vacation of berth, Assignee shall ensure that the condition of the Port facility is in the same condition found upon arrival (ie. clear of all dirt and debris). If the Port facilities are not cleaned to the Port's standards, the Port will clean them and assess charges as provided for under Items 14.1 and 14.2.

Item 12.0: Wharfage-General Cargo Berth

12.1 Definition for General Cargo Berth

A charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge or lighter) when berthed at a wharf, pier, bank or ship moored in a slip adjacent to wharf.

12.2 Assessment

12.2.1 Basis for Assessing Wharfage

Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per kiloton unless otherwise stated in individual tariff items.

When the wharfage rate unit of measure is expressed in either cubic meters or kilotons, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.

12.2.2 Wharfage Assessed Against Direct Transfer Services Rail cars or Trucks

All cargoes moved directly from rail cars or trucks to vessels or vice versa is subject to full wharfage assessments.

12.2.3 Wharfage Assessed Against Overside Vessel Operations

Cargo discharged or loaded overside a vessel directly to or from another vessel, barge, raft, or the water while the vessel is berthed or moored in a wharf, shall be assessed one-half (½) the normal wharfage due according to ships' manifest and the respective tariff and commodity classifications of the cargo.

12.2.4 Cargo Not Loaded to Vessel

When cargo in transit is received on a wharf from car or dray and it is not delivered to a vessel but is loaded out again to car or dray, full wharfage will be assessed.

12.2.5 Wharfage Limitations

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

12.2.6 Ships' Stores

Ships' stores and fuel handled over side vessels, repair materials, and supplies all when intended for vessels use, consumption or repairs will be exempt from wharfage assessments unless wharf employees are required to receipt for same.

12.2.7 Wharfage Minimum Charge

The minimum charge shall be $39.63 per ocean bill of lading.

12.3 Wharfage Rates

All rates are in U.S. dollars per 1,000 kilos unless otherwise specified.

12.3.1 Freight NOS

Commodity	Wharfage
Freight NOS all trade routes	$15.67 (1)W/M which ever produces the greater revenue

12.3.2 Iron or Steel NOS

Commodity	Wharfage
Iron or steel articles NOS	$15.24 (2)

12.3.3 Iron or Steel Specified

Commodity	Wharfage
Slabs, coils, plates, sheets, channels, bars angles, or beams in bundles or packages not less than 1,000 kilos each	$13.76 (2) (3)

(1) Rates may be negotiated on single cargo movements of more than 1,500 revenue units or on a calendar year volume of more than 10,000 revenue units.

(2) When total steel cargo handled during a calendar year reaches 20,000 metric tons via any steamship line wharfage charges may be open to negotiations as to rates and payment.

(3) Packages, bundles or coils each weighing 10,000 kilos or more use the rate of $11.56 per kiloton.

12.4 Grain Elevator Wharfage

Wharfage for grain elevator terminals is assessed by TEMCO and Kalama Export through tariffs maintained by each entity.

Item 13.0: Receipt and Delivery of Cargo

13.1 Checking Cargo

13.1.1. Definition

"Checking Cargo" is the service of checking and tallying cargo against appropriate documentation for the accounting of the cargo, carrier or party requesting the service.

13.1.2 Limited Responsibility

Checking is limited to visual inspection of the cargo. The terminal will not accept responsibility for concealed damage, condition of packages or cases or count and contents of packages or cases whether or not receipts issued so state.

13.1.3 Optional Service

The service of checking, receiving and delivery of freight is optional and at the sole discretion of the terminal. The terminal may permit or request the carrier, their agents or operators or owners to perform checking services at their expenses.

13.1.4 Checking Rates

Checking services will be assessed at the man-hour rates (refer to item number 14.1).

13.2 Car Loading and Unloading

13.2.1 Definition

The service of loading and unloading cargo between any place on the terminal and rail cars, trucks, lighters or barges or other means of conveyance to or from the terminal facility. The charges are assessed against the cargo when not paid by the carrier.

13.2.2 Responsibility

The loading and unloading is the responsibility of the cargo owner or carrier. Should the terminal perform the service at the request of the responsible party, the service will be assessed at the man- hour and equipment rates as provided for in 14.1 and 14.2.

Item 14.0: Miscellaneous Services (Current)

14.1 Labor

With the exception of lines handling, the Port does not provide labor services for cargo operations. The owner or agent of the cargo is responsible for arranging labor with a stevedoring service provider. The owner or agent is responsible for providing the Port with a contract or other documentation indicating that labor services have been arranged with the vessel berth application form.

14.2 Equipment

The Port does not provide equipment for cargo handling. The owner or agent of the cargo is responsible for making the arrangements for appropriate equipment sufficient to safely perform the work.

14.3 Marine Fire and Safety Association

The Marine Fire and Safety Association was formed by agencies and firms located on the Columbia River and Willamette River Systems. The purpose of this Association is to enter into contracts with local fire districts along these river systems, and to reimburse them for training and supplies to combat marine fires. To fund this Association, a charge of $270 per vessel will be assessed each ocean-going (or deep draft) vessel upon each initial arrival within the Columbia River at a participating Association member's location.

14.4 Fresh Water (Applicable only to the General Cargo Terminal)

Fresh water will be charged at the rate of $1.69 per metric ton plus a $100.00 service fee. Fresh water minimum charge $300 plus $100.00 service fee.

Item 15.0: Demurrage and Free Time (Current)

15.1 Storage Free Time

15.1.1 Definition

The period of time which cargo may occupy the apron adjacent to the wharf, free from charges for wharf demurrage or terminal storage while awaiting loading to vessel or after discharge from vessel.

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15.1.2 Free Time Calculation

Free time begins at 6:00 am the first day that cargo has been received to the apron from truck or rail. Cargo received from vessel will begin free time 6:00 am the first day after the vessel has completed unloading.

15.1.3 Free Time Periods

All cargoes inbound or outbound are granted 2 days of free time.

15.2 Wharf Demurrage

15.2.1 Definition

Charges assessed against cargo remaining on the apron after the expiration of free time.

15.2.2 Wharf Demurrage Rates

Except as otherwise provided, wharf demurrage rates are:

	2-7 days	7 days or more
NOS Cargo Inbound/ Outbound per metric ton per day, or per cubic meter per day, whichever produces the greatest revenue	$.93	$1.36
Steel Coil per metric ton per day	$.83	$1.62

Item 16.0: Security Fees

16.1 Fees

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard Regulation 33CFR105, the Port of Kalama will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the U.S. Department of Homeland Security, and security costs associated with adding security personnel for other security protocols dictated by the FSP or requested by responsible parties.

The Minimum Port Security Fee is $1849.68 per vessel per day.

16.2 Escorting Personnel without TWIC Credentials

16.2.1 Agents/Ship Owner Representatives

Vessel agents/owners, that have a valid TWIC in their possession, are allowed on the marine terminal unescorted, including the restricted area, upon completion of a safety briefing. Agents and owners holding valid TWIC credentials may also receive training to serve as an escort for non -TWIC credentialed personnel. Training as an escort can be performed at the guard shack and requires signature on a training form at the completion of training. An agent /owner may escort up to four individuals at a time to or from the vessel.

16.2.2 Vessel Suppliers/Vendors

Only suppliers and vendors authorized by the ship agent or owner will be allowed into secured areas. Arrangements must be made with Port security prior to access to all secured areas. Timing of access to the terminal is at the discretion of Port security based on operational and safety requirements. All personnel must hold valid TWIC credentials to access the marine terminal unescorted. The vessel agent/owner may escort up to four individuals to and from the vessel upon completion of escort training. If the agent/owner is unable to serve as an escort, escort services may be obtained through Port security.

16.2.3 Vessel Personnel and Visitors

Vessel personnel that have been cleared by Customs may exit the vessel under the escort of approved, trained personnel. Visitors, and personnel joining the crew, that are not TWIC credentialed, must be escorted by approved, trained personnel. A vessel agent owner may escort up to 4 crewmen or visitors at a time, to or from the vessel. If the agent /owner is unable to serve as an escort, escort services may be obtained through Port security.

16.2.4 Escort Fee

The fee for escort services is $77.07/hour with a four-hour minimum call out**.** *Agents/owners must make arrangements with Port security in advance of services being provided.*