

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
		(D) 01105
Assembled Cargo	Any commodity or commodities, from one shipper to one consignee, moving on one vessel.	01110
Board	The Board of Port Commissioners of the City of Oakland, a municipal corporation of the State of California, also herein referred to as the Port of Oakland or Port, shall be understood as being interchangeable with the term "City of Oakland", said Board being the legislative and administrative body of said city with authority to act for and represent it in all matters pertaining to the operation and governing of the Port and its facilities. The Executive Director is and shall be in respect to the matters herein mentioned the chief executive and administrative officer of said Board.	01115
Break-Bulk Cargo	General cargo conventionally stevedored and stowed; as opposed to bulk, unitized, or containerized cargo.	01120
Bulk Cargo or 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. (Will not apply when subject to piece count.)	01125

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 2, 2003

EFFECTIVE: January 1, 2004

**THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A**

1st REVISED PAGE 14
Cancels
ORIGINAL PAGE 14

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Captain of the Port	U.S. Coast Guard Officer Commanding a Captain of the Port (Marine Safety) Zone as specified in 33 CFR Part 3.60. The Captain of the Port Zone for San Francisco comprises the land masses and waters of California North of Santa Barbara, Kern and San Bernardino Counties and selected parts of Nevada and Utah. For the purposes of this tariff, the Captain of the Port is the Captain of the Port Zone for San Francisco.	01130
Cargo	Goods, wares, freight, liquids, articles and materials of every kind whatsoever, including bulk materials, cargo containers as described in Item 01145 of this tariff, live animals, vessel's stores, supplies and bunkers.	01135
Checking	The service of counting and checking cargo against appropriate documents for the account of cargo or the vessel.	01140
Container or Cargo Vans	"Containers" or "Cargo Vans" (including cargo containerized for "shipper's or vessel's convenience",) shall mean a single-rigid, non disposable, intermodal, dry cargo, insulated, refrigerated, flat, liquid tank or open-top container, demountable, having not less than 6.37 cubic meters capacity, certified and marked in accordance with international regulatory conventions, furnished or approved by an ocean carrier specifically and primarily for the ongoing transport of cargo aboard its vessels. It also includes flat racks and collapsible containers (open-sided, usually designed with corner post for structural supports) used for the carriage of special commodities such as lumber, tractors, etc.	(*) 01145

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: February 20, 1996

EFFECTIVE: March 1, 1996

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.																													
Container Size	Container size means the exterior length of a container (See Item 01145 for definition of Container). Per container charges will be based on the overall exterior length of the container as defined below:	01150																													
	Container Length in feet:		Includes Container Being:																												
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">OVER</th> <th colspan="2" style="text-align: center;">BUT NOT OVER</th> </tr> <tr> <th style="text-align: center;">FEET</th> <th style="text-align: center;">METERS</th> <th style="text-align: center;">FEET</th> <th style="text-align: center;">METERS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">20'</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0.000</td> <td style="text-align: center;">20'0"</td> <td style="text-align: center;">6.096</td> </tr> <tr> <td style="text-align: center;">24'</td> <td style="text-align: center;">24'0</td> <td style="text-align: center;">7.315</td> <td style="text-align: center;">27'0"</td> <td style="text-align: center;">8.230</td> </tr> <tr> <td style="text-align: center;">40'</td> <td style="text-align: center;">35'0</td> <td style="text-align: center;">10.668</td> <td style="text-align: center;">40'0"</td> <td style="text-align: center;">12.192</td> </tr> <tr> <td style="text-align: center;">Over 40'</td> <td style="text-align: center;">40'0</td> <td style="text-align: center;">12.192</td> <td style="text-align: center;">---</td> <td style="text-align: center;">---</td> </tr> </tbody> </table>	OVER		BUT NOT OVER		FEET	METERS	FEET	METERS	20'	0	0.000	20'0"	6.096	24'	24'0	7.315	27'0"	8.230	40'	35'0	10.668	40'0"	12.192	Over 40'	40'0	12.192	---	---
	OVER		BUT NOT OVER																												
FEET	METERS	FEET	METERS																												
20'	0	0.000	20'0"	6.096																											
24'	24'0	7.315	27'0"	8.230																											
40'	35'0	10.668	40'0"	12.192																											
Over 40'	40'0	12.192	---	---																											
Direct	A continuous operation between barge, car or truck and vessel when performed by vessel's stevedores.	01155																													
Dockage	The charge, calculated in accordance with the dockage rates named in this tariff, assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.	01160																													
Executive Director	<p>(a) Whenever the term "Executive Director" is used in this tariff, such term shall be understood as being interchangeable with the term "Chief Executive Officers" and shall include his duly authorized representative, agent or designee.</p> <p>(b) Whenever this tariff gives or vests in the Executive Director power or authority to do or perform any act, his duly authorized designee shall have like power and authority.</p> <p>(c) Any action taken by the duly authorized designee of the Executive Director under or pursuant to this tariff shall be of the same force as if taken by the Executive Director.</p>	01165																													

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: April 16, 1991

EFFECTIVE: July 1, 1991

**THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A**

3rd REVISED PAGE 16
Cancels
2nd REVISED PAGE 16

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Free Time	Specified number of days or part thereof during which cargo received on wharf may occupy wharf premises without payment of wharf demurrage of wharf storage charges.	01170
Hazardous Materials	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 Oakland Fire Marshall, Captain of the Port 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 by reason of their characteristics and as dangerous and/or hazardous and referenced in the governing publications listed in Item 03110.	01175
Handling	Handling means the service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of the ship's tackle.	01180
Heavy Lift	Cargo exceeding normal loading equipment design capacities and requiring special equipment or rigging techniques for handling such cargo.	01185
Holiday	<p>The term "Holiday" shall mean and include the following:</p> <p>January 1, New Years Day January, the third Monday - Martin Luther King's Birthday February 12, Lincoln's Birthday February, the third Monday - Washington's Birthday May, the last Monday - Memorial Day July 4th, Independence Day July - Bloody Thursday September, the first Monday - Labor Day September 9th, Admission Day November 11th, Veteran's Day November the fourth Thursday - Thanksgiving Day^ December 25, Christmas Day;</p> <p>And, any other Holiday that may be proclaimed by State or Federal Authority. When any Holiday falls on Sunday, the Monday following will be observed as the Holiday.</p>	(^) 01190

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 17, 1995

EFFECTIVE: November 1, 1995

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 17

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Inbound Cargo	Cargo which is being or has been discharged from a vessel.	01195
Item Number	The numbers used herein opposite any line or paragraph in the column bearing the heading of "Item Number" shall be understood as indicating the item numbers of this ordinance. Omitted numbers are reserved for such future addition of item or items as may be required. Amendments to any of the provisions of this ordinance shall be made and published in the manner provided by Section 210 of the Charter of the City of Oakland, by referring to the appropriate item of the ordinance so amended, added or repealed.	01200
Loading and Unloading	Loading and unloading means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.	01205
Local	The term "Local" applies on cargo originating or destined to ports and points in the states of Alaska, Washington, Oregon, California, Arizona, Nevada, Utah, Idaho, Wyoming, and ports and points in the provinces of Saskatchewan, Alberta, British Columbia and the Yukon territory.	01210
Non-operative facility	Any wharf, pier, seawall structure, bank, mooring and port terminal facility area, as determined by the Executive Director, alongside of which vessels may lie that are not actively working vessels for the loading, unloading, assembling, distribution or handling of cargo.	01215
Non-operative vessel	A vessel to be scrapped, in the process of being scrapped or not intended for any future use in handling cargo.	01220
OCP Territory (Overland Common Points)	OCP means Overland Common Point. For the purpose of this tariff Overland and OCP are synonymous. OCP Territory is defined as, and OCP rates apply to, cargo with origins or destinations in the states of North Dakota, South Dakota, Nebraska, Colorado, New Mexico and States east thereof; and ports and points in the provinces of Manitoba and Northwest Territories and provinces east thereof.	01225

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

THE BOARD OF PORT COMMISSIONERS
 PORT OF OAKLAND
 TARIFF NO. 2-A

ORIGINAL PAGE 18

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Outbound Cargo	Cargo which is being loaded, or is waiting to be loaded to a vessel.	01230
Package	The producer's or manufacturer's covering wrapper which uniformly seals and contains cargo units. The package may be, but is not limited to, a carton, bag, barrel, drum, crate, bale, box, bundle, pail, flask or basket. Cargo may be conveyed in its package or as packages in a container (defined in Item 01145) or as unitized cargo (defined in Item 01300)	01235
Person	The term "person" shall be construed to include any person, firm, corporation, association, carrier or terminal operator, singular or plural.	01240
Pipeline	The rates made subject to this Item will only apply when the cargo involved is handled through a stationary pipeline direct between vessel and shore storage facilities; or, private loading or unloading facilities.	01245
Port	For the purpose of this tariff, Port shall be construed to mean the Board and the Port of Oakland as defined in Item 01115.	01250
Port Area	For the purpose of this tariff, the Port Area is that area in the Charter of the City of Oakland defined as the Port Area, as enlarged or diminished by Ordinances of the City Council and the Board of Port Commissioners, within which exist facilities for the transshipment of cargo from, to and between domestic carriers and/or carriers engaged in coastwide, intercoastal, or foreign trade.	01255
Space Assignments	The assignment of space, areas, facilities, land or buildings that are under the jurisdiction of the Port of Oakland.	01260

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.										
Terminal	(a) The term "Terminal" as used herein includes all piers, wharves, docks, public landings, or other terminal structures owned or operated by, or under lease or assignment from the Board of Port Commissioners of the City of Oakland. (b) Except as otherwise specifically provided, the term "terminal facility" shall not include the facilities of the Metropolitan Oakland International Airport.	01265										
Terminal Storage	The service of providing warehouse of other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time; including wharf storage, shipside storage, closed or covered storage and refrigerated storage, after storage arrangements have been made. See also Item 01335, Wharf Storage.	01270										
Ton	(a) The term "Weight Ton" means 1,000 kilograms, gross weight, unless otherwise specified. (b) The term "Measurement Ton" means one (1) cubic meter, unless otherwise specified. Measurement Tons may be based on water carrier cargo freight bills and/or ship's manifest or computed by using the full outside dimensions of all sides of the package, unless otherwise specified. (c) The term "Revenue Ton" when used as a basis for assessing charges or recording tonnage (see also page 11, Standard Factors for Converting to Revenue Tons), is defined as either a weight ton (1,000 kilograms), a measurement ton (1 cubic meter), or combination thereof.	01275										
"TEU"	Twenty - foot equivalent container (as defined in item 01145) unit. This is used to facilitate the conversion of the various sizes (lengths) of containers in service into equivalent container units to provide a common basis for comparison. Rates per TEU are assessed as follows:	01278										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Container Length In Feet</th> <th style="width: 50%; text-align: center;">Assessment Per TEU</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">20'</td> <td style="text-align: center;">1 Times Tariff Rate Per TEU</td> </tr> <tr> <td style="text-align: center;">24'</td> <td style="text-align: center;">1.2 Times Tariff Rate Per TEU</td> </tr> <tr> <td style="text-align: center;">40'</td> <td style="text-align: center;">2 Times Tariff Rate Per TEU</td> </tr> <tr> <td style="text-align: center;">45'</td> <td style="text-align: center;">2.25 Times Tariff Rate Per TEU</td> </tr> </tbody> </table>	Container Length In Feet	Assessment Per TEU	20'	1 Times Tariff Rate Per TEU	24'	1.2 Times Tariff Rate Per TEU	40'	2 Times Tariff Rate Per TEU	45'	2.25 Times Tariff Rate Per TEU	
Container Length In Feet	Assessment Per TEU											
20'	1 Times Tariff Rate Per TEU											
24'	1.2 Times Tariff Rate Per TEU											
40'	2 Times Tariff Rate Per TEU											
45'	2.25 Times Tariff Rate Per TEU											

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: April 18, 1995

EFFECTIVE: June 1, 1995

THE BOARD OF PORT COMMISSIONERS
 PORT OF OAKLAND
 TARIFF NO. 2-A

ORIGINAL PAGE 20

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Transferred Cargo	Cargo received at a Port of Oakland terminal from rail car, truck or other land vehicle and removed from a Port of Oakland terminal by rail car, truck or other land vehicle.	01280
Transshipped Cargo	Cargo discharged from a vessel at a Port of Oakland terminal and then reloaded to another vessel from the same or another Port of Oakland terminal.	01285
U.S. Government Sponsored Cargo	U.S. Government Sponsored Cargo is defined as cargo moving under U.S. Government contracts, where the shipper bears direct responsibility for the payment of all charges until title passes to the U.S. Government. Cargo moving under this definition is considered commercial cargo, and subject to published tariff rates and charges.	01295
Unitized Cargo	Cargo secured to pallets, platforms or skids, when the individual component shipping packages are banded, shrinkwrapped or otherwise securely held together to form a single unit that has been prepared by the shipper, in order to facilitate handling, weighing not less than 907 kgs. nor more than 2,041 kgs. and which can be handled with mechanical equipment. The weight of the pallets, platforms or skids will be excluded when computing the weights on which charges are assessed.	01300

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

THE BOARD OF PORT COMMISSIONERS
 PORT OF OAKLAND
 TARIFF NO. 2-A

ORIGINAL PAGE 21

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Usage	Usage means the use of terminal facility by any person when such person performs their own car, lighter or truck loading or unloading, or the use of any facilities for any other gainful purpose for which a charge is not otherwise specified.	01305
Wharf	Any pier, wharf, quay, landing or other structure to which a vessel may make fast or may be utilized in the transit or handling of cargo. It includes all the area between the pierhead and bulkhead lines; except, however, such locations as may be designated and set apart as public landings or for private use.	01310
Wharfage	Charge assessed against the cargo passing or conveyed over, onto, or under any wharf or wharf premises. Said charge also applies on cargo passage between vessels (to or from barge, lighter, or water) when berthed at wharf or when berthed adjacent to vessel so berthed or moored. Wharfage is assessed solely for use of wharf and does not include charges for any other service or facility.	01315
Wharf Area (Premises)	Defined to mean and include, in addition to the area included in the terra "Wharf" (Item 01310), other Port Terminal Facility areas, alongside of which vessels may lie or which are suitable for and are used in the direct loading, unloading, assembling, distribution or handling of cargo under, over, or onto a wharf.	01320

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

**THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A**

1st REVISED PAGE 22
Cancels
ORIGINAL PAGE 22

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Wharf Assignment	<p>(a) A PREFERENTIAL WHARF ASSIGNMENT gives the assignee the right to preferential non-exclusive use of a certain berth, wharf, wharf area or facility as designated in the assignment application and on a month to month basis.</p> <p>(b) SECONDARY WHARF ASSIGNMENT gives the assignee the right to secondary use of a certain berth, wharf, wharf area or facility as designated in the assignment application. Such right is subordinate to that of a preferential assignee. The secondary assignee must share with the preferential assignee, by agreement, the costs and expenses incidental to the Assignment as herein provided, if so requested by the preferential assignee.</p> <p>(c) A TEMPORARY WHARF ASSIGNMENT gives the assignee the right to temporary use of a certain berth, wharf, wharf area or facility as designated in the assignment application. The assignment shall be for the single berthing of vessel, on a ship-by-ship basis. A Temporary Wharf Assignment shall apply to berthing of non-operative vessels when so specified on the Temporary wharf Assignment Form (Form MT-150 Standard Application Form for Tariff Assignment and Tariff Assignment).</p>	01325
Wharf Demurrage	<p>Penalty charge assessed against cargo which remains on wharf premises beyond specific free time.</p> <p>NOTE: Does not include demurrage assessed by the ocean carrier. Equipment owned or leased by ocean carrier(s) for the transportation of cargo is subject to demurrage (or detention) charges and free time provisions as provided for in individual ocean carrier tariffs.</p>	^ 01330
Wharf Storage	Charges assessed against cargo after expiration of free time, when it has been declared and accepted for storage, on either a daily or monthly basis.	01335

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 6, 1989

EFFECTIVE: July 7, 1989

SECTION I: DEFINITION OF TECHNICAL TERMS

ITEM
 NO.

CLASSIFICATION OF TRADES

For the purpose of applying certain rates and provisions of this tariff, vessels and the cargo handled are classified in trades in which the vessels are engaged and the cargo transported (See Note 1).

CLASSIFICATION	SERVICE BETWEEN THE PORT OF OAKLAND AND:	
FOREIGN		
European	Western Europe, Central Europe, Balkan Countries, European Countries Bordering the Mediterranean Sea	
Far East	Japan, Hong Kong, Korea, Taiwan (Does not include Eastern Russia nor People's Republic of China)	
Other Asia	East Indies (Singapore, Malaysia, Indonesia, Papua New Guinea, Brunei, Borneo), Pacific Islands (does not include Hawaiian Islands or Guam), Eastern Russia, People's Republic of China, Philippines, India, Thailand, Burma	01340
Australia and New Zealand	Australia, New Zealand, Tasmania	
+Other Foreign	Middle East, Canada, Mexico, Central America, South America, Africa	
DOMESTIC		
Hawaii	Hawaiian Islands	
Inland Waterways	U.S. Inland Waterways	
Other Domestic	Guam, Alaska, U.S. East Coast, U.S. Gulf Coast, Coastwise (Ports on the Pacific Coast of California, Oregon, and Washington), Puerto Rico.	

NOTE 1: When transshipment is substituted for direct call of vessel the charge on cargo so handled shall be the same as that applicable to cargo handled on direct vessels.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: January 17, 1989

EFFECTIVE: January 20, 1989

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">APPLICATION OF RATES, RULES AND REGULATIONS</p> <p>(a) Except as otherwise provided in individual items, the applicable rates, charges, rules and regulations under this tariff shall be those in effect at the time the charge is incurred.</p> <p>Rates, rules and regulations contained in this tariff apply in connection with:</p> <ul style="list-style-type: none"> (1) Vessels docking at the wharves of the Port of Oakland (2) Cargo handled over, onto or under facilities of the Port of Oakland (3) Use of Port cranes or other land buildings or facilities of the Port of Oakland and services incidental thereto <p>(b) In the absence of a specific commodity rate for the assessment of wharfage, demurrage and storage charges the commodity not specified in this tariff shall be rated as "Cargo, N.O.S.".</p> <p>(c) The Executive Director reserves the right to determine the applicable rates, charges, rules and regulations in this tariff; and, to enforce any such rates, charges, rules and regulations in accordance with any such interpretation.</p> <p>(d) The Executive Director may waive the assessment of all or any portion of any charge for wharfage, dockage, wharf demurrage, wharf storage or any other charge or fee which may be due from any source or cause as provided for in this tariff which may be associated with cargo destined to provide emergency relief which is directly attributable to natural disasters. The cargo must be shipped by and destined to bonafide relief organizations and must not be intended for resale.</p>	02105
<p style="text-align: center;">COMPLIANCE WITH GOVERNMENT REGULATIONS</p> <p>Any users of the Port Terminals shall, at their own expense, operate or use the Port premises in a clean, wholesome and sanitary condition. Such operation will be in compliance with any and all present and future laws, ordinances, general rules, or regulations related to sanitation, pollution, public health, safety or welfare. Users will also comply with all applicable laws, rules and regulations adopted by Federal, State, local and other governmental agencies or departments or offices thereof, including without limitation laws, rules and regulations pertaining to air quality, water quality, noise pollution, odor, soil and other environmental regulations.</p>	(^) 02110
<p>For explanation of abbreviations and reference marks see Page 10.</p>	
ADOPTED: February 16, 1999	EFFECTIVE: April 1, 1999

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 25

SECTION II: GENERAL RULES AND REGULATION	ITEM NO.
<p style="text-align: center;">AUTHORIZATION</p> <p>The Executive Director is authorized to compile the provisions herein and schedule of rates in the form of a tariff to be known as Tariff No. 2-A of the Port of Oakland and subsequent reissues thereto for the convenience of the shippers as well as other uses of the Port, and to provide for furnishing the same to applicants therefore upon their request.</p>	<p style="text-align: center;">02115</p>
<p style="text-align: center;">PENALTY FOR UNAUTHORIZED USE OF PORT FACILITIES</p> <p>No person shall collect any toll, wharfage, dockage or other charge, or land ships at or remove any property upon or from any of the wharves, piers, docks landings or other facilities owned or operated by the Board without being authorized by it to do so. Any person, vessel, or its owners, agent or operators using any unassigned wharf or other wharf area without first securing an assignment therefore from the Port shall be subject to penalties as provided in Item 02125.</p>	<p style="text-align: center;">02120</p>
<p style="text-align: center;">VIOLATIONS OF ORDINACE</p> <p>Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment in the city prison for a period of not more than six (6) months, or by both such fine and imprisonment. All the remedies herein provided for shall be cumulative.</p>	<p style="text-align: center;">02125</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	EFFECTIVE: November 1, 1988

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">TERMS AND CONDITIONS OF PAYMENT</p> <p>(a) Use of Port facilities and/or services is conditioned upon assurance satisfactory to the Executive Director that all applicable charges will be paid when due. Except as otherwise provided, all charges contained in this tariff are due and payable as they are incurred or upon completion of service or use.</p> <p>(b) The Executive Director may require payment of charges in advance as follows:</p> <ul style="list-style-type: none">(1) By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.(2) By the cargo owner, shipper, consignee or wharf assignee before cargo leaves off the terminal.(3) For all charges on perishable cargo, household goods and personal effects or cargo of doubtful value. <p>(c) Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness satisfactory to the Executive Director or has posted adequate security acceptable to the Executive Director and has thereby been relieved of cash payment requirements by the Executive Director as set forth in Port of Oakland Form MT-150, Standard Application Form for Tariff Assignment and Tariff Assignment.</p> <p>(d) The provisions of this item govern the terms of payment by, and liability of, an agent acting on behalf of a disclosed principal for charges owing from said principal as a user of Port facilities, notwithstanding any other provision to the contrary in this tariff of in any form issued pursuant to this tariff. If written reports required of Assignee or customer are delayed by Assignee or customer, the Port may bill assignee or customer upon the Port's estimates of accrued tariff revenues.</p>	02130
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	EFFECTIVE: November 1, 1988

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 27

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

- (a) Use of Port terminals, facilities or equipment by any person pursuant to this tariff shall constitute acceptance of the provisions of this tariff and an agreement upon the part of such user that he is responsible for providing statements within the period specified and shall pay all charges assessed in accordance with this tariff.
- (b) A vessel agent or other person requesting wharf or crane assignment ("requestor") shall, as part of the assignment process, provide to the extent of his knowledge all information requested by the Port with respect to the vessel's estimated arrival and departure, amount(s) and type(s) of cargo to be worked (loaded/discharged) and estimate the amount of each category of Port charges, as enumerated, and party responsible therefore. The submission of a form, signed by the requestor, shall constitute the requestor's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the requestor at the time of submission; and the Port shall hold requestor personally liable for any loss occasioned by the requestor's failure to report accurately the information as previously provided to the requestor.
- (c) The wharf Assignee shall be responsible for collection of all dockage, wharfage, crane use, wharf demurrage, wharf storage and any other charges in this tariff made and assessed against a vessel or cargo, and shall guarantee and be liable to the Port for the payment of such charges, whether or not actually collected, within the time required by this tariff. All persons using Port terminals, equipment, facilities or provided services, however, are responsible for payment of charges, including delinquency payments, for said use and services. Such person's actual and direct payment of a charge or a delinquency payment to the Port shall relieve the wharf Assignee of his responsibility for collection and payment of such charge or delinquency payment.

02135

(Item 02135 Continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 28

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

PAYMENT OF CHARGES

- (d) The Executive Director, at his discretion may, unless Wharf Assignee otherwise requests in writing, solely as an accommodation to the Wharf Assignee, provide billing information directly to a Port terminal or facility user, but said accommodation shall in no way negate or modify the Wharf Assignee's primary responsibility to collect and timely pay to the Port all charges incurred, including delinquency payments.
- (e) Upon Wharf Assignee's payment to Port of all charges assessed against a vessel or cargo, the Port shall be deemed to have assigned to the Wharf Assignee the Ports lien rights against the vessel and cargo, and the Executive Director, upon request of the Wharf Assignee, shall execute whatever formal documentary evidence of such assignment that the The Wharf Assignee may reasonably request.
- (f) For the purpose of enforcing the payment of charges named in this tariff, on cargo handled over or stored on Port facilities, the Port may take possession of such cargo and may remove and store the same at the risk and expense of the owner, shipper or consignee thereof, or may sell the goods at public auction or pursue such other remedies as may be provided by law.
- (g) Charges billed and not received by the Port by the due date specified are delinquent and are subject to a delinquency payment as provided in Item 02140.
- (h) In the event additional charges are discovered to be due to the Port through audit, additional statements, review of manifests and bills of lading, supplemental billings will be prepared by the Port for such additional charges. Additional charges are due and payable upon date that such supplemental billings are prepared. Any person incurring such additional charges must, on or before the 30th day after the Port billing date, pay the amount of any and all such charges incurred.

02135

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

DELINQUENCY AND PENALTIES

All charges contained in this tariff shall be subject to a delinquency payment charge as follows:

- (a) All dockage and wharfage charges that remain due and unpaid for forty-five (45) calendar days after they are incurred shall be subject to a delinquency payment for violation of this item and for damages equal to six one-hundredths of one percent (0.06%) of said charges per day for each day from a date forty-five (45) days after they are incurred until the charges have been paid. Said delinquency payment is in addition to all other remedies that the Port may have that are provided by this tariff or otherwise by law to enforce payment of charges that have been incurred and have not been paid.
- (b) All other charges that remain due and unpaid for thirty (30) calendar days after they are incurred shall be subject to a delinquency payment for violation of this item and for damages equal to six one-hundredths of one percent (0.06%) of said charges per day for each day from a date thirty (30) calendar days after they are incurred until the charges have been paid. Said delinquency payment is in addition to all other remedies that the Port may have that are provided by this tariff or otherwise by law to enforce payment of charges that have been incurred and have not been paid.
- (c) The Executive Director may, upon request, extend time of up to fifteen (15) days beyond the original due date of charges before delinquency penalty payments are assessed in accordance with paragraph (a) above if three (3) or more vessel calls per week by a single water carrier are made at the Port of Oakland and such carrier is precluded from submitting written reports for billing purposes which coincide with the Port's cycle of billing practices in order that it may give priority to the uninterrupted flow of cargo and is conducting its operations in such an expedient manner to prevent terminal congestion.
- (d) The Executive Director may, upon request, extend time of up to five (5) days beyond the original due date of charges before delinquency payments are assessed any person in accordance with paragraph (b) above if such delinquency results from a delay in the original assessment of charges due to the Port's billing cycle: or, when due to irregularities in terminal or vessel operations written reports for billing purposes required of such person(s) cannot be submitted to coincide with the Port's regularly scheduled billing cycle.

(*)
02140

(NOTE: Provisions of paragraphs (c) and (d) expire January 1, 1991).

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 26, 1990

EFFECTIVE: July 6, 1990

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

CREDIT RULES

- (a) The Executive Director may release any person from the obligation of paying dockage, wharfage, crane use, wharf demurrage, wharf storage and other charges immediately as incurred and provided herein, provided such person:
- (1) Deposits and maintains on deposit with the Port sums sufficient to guarantee payment of any and all bills for any of said charges incurred, or;
 - (2) Has made written application to be placed on the Credit List and has agreed to pay, upon presentation, any and all bills for any of said charges incurred by, for or on behalf of such person and to deliver statements as required.
- (b) If such application is granted, the Executive Director may require a deposit to be made and maintained to cover the probable amount of charges due from any such person in any one calendar month.
- (c) Persons not on the Credit List may, in lieu of making a deposit, or application as provided above, with the consent of the Executive Director, be relieved of paying any charges that may be assessed against any person at the times as provided and required herein, upon producing and filing with the Executive Director a written agreement signed by a person on the Credit List or who has a sufficient deposit with the Executive Director to guarantee payment of such charges, wherein such person agrees and promises to pay, on presentation, any and all bills of such charges assessed. Thereupon, bills for such charges assessed against such vessel or person shall be sent to such person for collection and payment.
- (d) In case of failure to furnish statements within the period specified in Item 05110: Manifests and Statements; and to pay charges incurred within the period specified in Item 02140: Delinquency and Penalties; such person may be stricken from the Credit List and any money deposited may be applied as payment on any and all such charges due.

02145

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 31

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">INSURANCE</p> <p>Rates named herein do not include any form of insurance.</p>	<p style="text-align: center;">02150</p>
<p style="text-align: center;">NON-LIABILITY OF THE PORT FOR LOSS OR DAMAGE</p> <p>The Port shall not be liable for loss or damage to any cargo in or upon, or moving or being moved over, in, through, or under any wharf or other structure or property owned, controlled, or operated by the Port, resulting from any cause whatsoever, including the loss or damage which in any manner is caused by or results from the following: pilferage; animals, including rats, mice and other rodents; insects, including moths and weevils; shrinkage; wastage; decay; seepage; leaky containers; heating; evaporation; fire, or extinguishment thereof; explosion; leakage; discharge from fire protection system; dampness; rain; floods; freezing, frost or other action of the elements; collapse of wharves, piers, or other structures; breakdown of plant, machinery or equipment; floats, logs, or piling required to break vessels away from wharves; combinations; sabotage; insurrection; revolution; war; riots; strikes; or any act of God. Nothing herein shall be deemed to relieve the Port from liability for loss or damage to goods or property it may have by law as the result of its own negligence.</p>	<p style="text-align: center;">02155</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	EFFECTIVE: November 1, 1988

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 32

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p data-bbox="321 310 1198 363" style="text-align: center;">NON-LIABILITY FOR SHIPPER'S FAILURE TO RESERVE SPACE OR CARRIER'S FAILURE TO LOAD GOODS</p> <p data-bbox="133 405 1247 604">The Port will not be liable for loss, damage 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 goods on the particular date of vessel designated by the shipper or owner of such goods. In the event of any such failure, such goods shall be held subject to all of the applicable charges and provisions of this tariff.</p>	02160
<p data-bbox="289 667 1149 693" style="text-align: center;">REMOVAL OF PERISHABLE OR UNDESIRABLE CARGO OR MATERIALS</p> <p data-bbox="138 730 1247 898">(a) The Executive Director may, at his discretion, cause the removal of perishables, cargo which is liable to damage other cargo, bulky freight or other undesirable cargo or material, with or without notice, to another location within the terminal facility or to private facilities at the risk and expense of the cargo owner.</p> <p data-bbox="138 940 1247 1056">(b) The Assignee under tariff assignment with the Port is responsible for removal of rubbish, dunnage and other waste material from the assigned area. Otherwise, it will be removed by the Port at the expense of the Assignee.</p>	02165
<p data-bbox="438 1119 945 1144" style="text-align: center;">SHIPPER'S REQUEST AND COMPLAINTS</p> <p data-bbox="138 1182 1247 1266">(a) Requests and complaints from shippers on matters relating to the rates, rules and regulations contained in this tariff must be made to the Executive Director.</p> <p data-bbox="138 1308 1247 1444">(b) The Port of Oakland is a member of the California Association of Port Authorities, 1510-14th Street, Sacramento, California 95814. A shipper may refer to the Association any request or complaint not satisfied by the Port of Oakland, by submitting all available data in writing to the Association.</p>	02170
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	
EFFECTIVE: November 1, 1988	

**THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A**

2nd REVISED PAGE 33
Cancels
1st REVISED PAGE 33

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">ESTIMATED WEIGHTS - PETROLEUM AND PETROLEUM PRODUCTS</p> <p>When not shipped in containers, and when actual weight or measurement is not shown on the package or on shipping documents, petroleum and petroleum products shall be subject to an estimated weight of .791 kilograms per liter (6.6 pounds per gallon), except that crude fuel or gas oil shall be subject to estimated weight of .887 kilograms per liter (7.4 pounds per gallon).</p>	02175
<p style="text-align: center;">PERSONS ON BOARD VESSELS TO ACT ON ORDERS OF EXECUTIVE DIRECTOR</p> <p>(a) Vessels must at all times have on board at least one person in charge with authority to take such action in any emergency as may be deemed necessary by the Executive Director.</p> <p>(b) A vessel must shift or go into the stream at its own expense, when so ordered by the Executive Director who shall have the power to enforce removal at the expense of the vessel.</p> <p>(c) The master, agent or owner of a vessel refusing or neglecting to obey the orders of the Executive Director in any manner pertaining to the regulation of the harbor, or removal or stationing of such vessel, is guilty of a misdemeanor, and is liable to a fine or imprisonment or both.</p>	02185
<p style="text-align: center;">LIGHTS AT NIGHT</p> <p>All vessels, barges, cranes and other equipment, while anchored, moored or installed at the Port must show lights in accordance with applicable Federal, State and municipal laws, rules and regulations.</p>	02190
<p style="text-align: center;">SPECIAL AND ADDITIONAL SERVICES</p> <p>(a) When rules and regulations of Federal, State, or local authorities require the Port to provide services in connection with operations of the Port or with cargo at or moving through Port owned or controlled facilities, the Port may arrange for and assess the cost of such services for the account of cargo or terminal operator as deemed appropriate by the Port.</p> <p>(b) When a person requests special services to be performed, the Director of Maritime or his/her designee may, at his/her discretion, arrange for and assess the cost of such service to the requesting party.</p>	(^) 02195

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02195 transferred to PAGE 33

USE OF PORT-OWNED OR PORT LEASED FACILITIES

- (a) All persons desiring to use Port-owned or Port-leased facilities shall, as far in advance of the date of use as possible, make application, on forms provided by the Port, to the Director of Maritime, or his/her designee, specifying the date of use, nature and quantity of cargo to be handled, the estimated length of use and the nature of use. Such application and subsequent use shall be subject to the applicable rules, terms and conditions of this tariff, Port of Oakland Form MT-150, Standard Application Form for Tariff Assignment and Tariff Assignment and individual terminal agreements as duly filed with the Federal Maritime Commission. Assignee's use of such assigned facilities and equipment shall constitute acceptance of applicable rates, rules and regulations referenced by this tariff.
- (b) Port-owned or Port-leased facilities turned over to Assignee are under Assignee's supervision, direction and control, and Assignee assumes sole responsibility and liability for injury to or death of any person whomsoever, or damage to or destruction of property, including employees and property of the Port, incident to, arising out of, or caused by Assignee's possession, use of or operation of handling equipment and shall protect, indemnify and save harmless the Port of Oakland, the Board of Port Commissioners, and their officers and employees from and against any and all suits, claims, demands, loss, expense and liability of any kind or nature whatsoever for said injury to or death of persons or damage to or destruction of property, and that may be, in whole or in part, incident to, arise out of, or be caused, directly or indirectly, through negligence or otherwise, by the Assignee's possession, use of operation of said handling equipment, whether by Assignee, its officers, agents or employees, or by any person or persons acting with the knowledge and consent, express or implied of Assignee, and the use of Port assigned facilities shall constitute acceptance and acknowledgement by the Assignee of this liability and obligation. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.
- (c) Port-assigned facilities are presumed to be in good physical and operating condition when turned over to the Assignee. However, the Port does not warrant the condition thereof. The Port will not be responsible for delays to vessels or land carriers and or their equipment, nor to cargo caused by breakdown of equipment, by shut-off of electric current or any other causes whatsoever.

(^)
02200

(Item 02200 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

USE OF PORT-OWNED OR PORT LEASED FACILITIES

- (d) All facilities must be operated within the rated operating capacity and the premise load limits and restrictions established by the Port's Chief Engineer or his designee as well as any other conditions which may be prescribed by federal, state, or local authorities. The Executive Director reserves the right to refuse the handling of any commodity which, in his opinion, exceeds the facility's prescribed load limits. The Executive Director further reserves the right to order the Assignee to cease use of the premises or stop operations at any time to require repairs, to correct an unsafe condition when, in his opinion, Assignee's operation of assigned facilities is not in accordance with the terms and conditions of this tariff, the Assignment or whenever it is necessary for the best interests of the Port.
- (e) Any and all vessels berthed at a Port-owned or Port-leased facility, after completion of loading or discharging may, at the discretion of the Executive Director, be required to vacate the berth whenever another vessel is standing by awaiting the use of the berth. Should any vessel fail to vacate the berth under the above conditions when requested, the Executive Director shall have the right, authority and privilege to order the vessel moved at the vessel's risk and expense.
- (f) Unless otherwise provided by prior contractual arrangements with the Port, or by the terms of lease or preferential assignment, the vessel first arriving in Oakland's Port Area will have first right to use a specified berth, provided that cargo operations will be commenced no later than the first available working day shift upon arrival. Notwithstanding the above, whenever another vessel is standing by, awaiting the use of a berth, the vessel on berth will be requested to continue loading and discharging operations utilizing all available work shifts including overtime shifts as required, at its own expense, until such time as cargo operations have been completed. The vessel will promptly vacate the berth upon completion of cargo operations. Any vessel which refuses to comply with this request will be required to vacate the berth upon order of the Executive Director or his/her designee, provided sufficient water is available to permit safe transit and such vessel will be required to wait until a berth is made available to complete their cargo operations.

(^)
02200

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2007

EFFECTIVE: July 1, 2007

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p data-bbox="349 310 1162 338" style="text-align: center;">USE OF EQUIPMENT ON PORT-OWNED OR LEASED FACILITIES</p> <p data-bbox="168 373 1341 636">(a) Assignee is responsible for providing all cargo handling equipment and supplemental equipment which may be required. Assignee will obtain all necessary permits to operate and will conduct an operation in strict compliance with said permits to operate as set forth by the permit authority. Assignee will furnish all labor and operate all equipment in a safe manner and as prescribed by the terms and conditions set forth in this tariff and in compliance with manufacturers' specifications and applicable Federal, State and local regulations.</p> <p data-bbox="168 674 1341 995">(b) All equipment used on Port premises must be operated within the rated operating capacity of the equipment and the premise load limits and restrictions established by the Ports Chief Engineer or his designee as well as any other conditions which maybe prescribed by Federal, State or local authorities. The Executive Director further reserves the right to order the Assignee to cease use of the premises or equipment or stop operations at any time to require repairs, to correct an unsafe condition when, in his opinion, Assignee's operation of such equipment is not in accordance with the terms and conditions of this tariff, the assignment or whenever it is necessary for the best interests of the Port.</p> <p data-bbox="168 1033 1341 1295">(c) When circumstances warrant, the Executive Director may authorize Assignee to use Port-owned or leased equipment including, but not limited to transformers, trailers, light sets, generators, portable reefer units and ramps. Such Port equipment is presumed to be in good physical and operating condition when turned over to the Assignee. However, the Port does not warrant the condition thereof. The Port will not be responsible for delays to vessels or land carriers and or their equipment, nor to cargo caused by breakdown of equipment, by shut-off of electric current or any other causes whatsoever.</p> <p data-bbox="168 1333 1341 1444">(d) Assignee shall, in the use of Port owned equipment, conduct its operation expeditiously and shall cease use and return the equipment, in like condition, to the control of the Port without delay upon the conclusion of the equipment's authorized use.</p>	02205
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: September 20, 1988	EFFECTIVE: November 1, 1988

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

USE OF EQUIPMENT ON PORT-OWNED OR LEASED FACILITIES

- (e) Port equipment turned over to Assignee is under Assignee's supervision, direction and control, and Assignee assumes sole responsibility and liability for injury or death of any person whomsoever, or damage to or destruction of property, including employees and property of the Port, incident to, arising out of, or caused by Assignees possession, use or operation of handling equipment and shall protect, indemnify and save harmless the Port of Oakland, the Board of Port Commissioners, and their officers and employees from and against any and all suits, claims, demands, loss, expense and liability of any kind or nature whatsoever for said injury to or death of persons or damage to or destruction of property, that may be, in whole or in part, incident to, arise out of, or be caused, directly or indirectly, through negligence or other-wise, by the Assignee's possession, use of operation of said handling equipment, whether by Assignee, its officers agents, employees, or by any-person or persons acting with the knowledge and consent, express or implied of Assignee, and the use of such assigned equipment shall constitute acceptance and acknowledgement by the Assignee of this liability and obligation. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

02205

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 7, 1993

EFFECTIVE: September 8, 1993

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(a) **Definitions:**

Definition of terms used in this Item are contained in this Paragraph (a) and elsewhere in this Tariff. Those definitions shall apply unless otherwise provided in this Item or otherwise reasonably required given the context in which a term is used in this Item. In the event of any inconsistency between the definition given in this Item for a term, and the definition given elsewhere in this Tariff for that term, the definition given in this Item shall control.

"Assignee": Any person occupying or using Port property under an Agreement or under circumstances where an Agreement is required for such occupancy or use.

"Agreement": Any agreement between a Person and the Port for occupying or using any Port property, including any assignment under Items 10105 through 10160 of this Tariff, or any other assignment, lease, license, license and concession agreement, lease or right of entry agreement, whether or not otherwise specifically referred to or provided for in this Tariff. Reference in this Item to "the Agreement" with regard to an Assignee means the Agreement between the Assignee and the Port.

"Assignee Representative": Assignee's subtenants, subassignees, agents, employees, licensees, contractors and invitees, including all of Assignee Representative's invitees and all Assignee-designated secondary users. All conduct of each Assignee Representative shall be considered to be Assignee's conduct for purposes of this Item, and Assignee shall be fully responsible for all conduct of each Assignee Representative the same as if the conduct of the Assignee Representative were the conduct of Assignee.

"Clean-up": Investigation, testing, feasibility studies, removal, remediation and monitoring of Toxic Materials.

(*)
02210

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (a) continued from Page 37A

(a) **Definitions:**

"Laws": All federal, state and local laws, statutes, ordinances, codes, regulations and orders, including this Tariff, and the Uniform Fire Code as adopted by the City of Oakland, relating to the handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release, treatment, and disposal of any Toxic Materials.

"Permitted Toxic Materials": Toxic Materials consisting of ordinary 02210 office and janitorial supplies in amounts reasonably necessary for their intended purpose, substances in cooling systems (e.g., refrigerators and air conditioning units), automobiles and cargo handling equipment and the standard contents therein, used in the ordinary course of a Person's permitted uses under this Tariff or Agreement, and cargo handled at a Terminal, so long as said items are stored, used, handled and disposed of in accordance with all Laws; provided, however, that with respect to cooling systems, automobiles, and cargo handling equipment and the standard contents therein the foregoing Permitted Toxic Materials shall not include the storage or use of any Toxic Materials outside of a cooling system, an automobile, or cargo handling equipment unless such storage or use otherwise qualifies as Permitted Toxic Materials under this definition. Permitted Toxic Materials shall also include Toxic Materials used by Assignee for a purpose included within the general uses authorized in use provisions of the Agreement with the Port, provided that the Toxic Materials are disclosed in the chemical inventory that accompanies a Hazardous Materials Business Plan (HMBP) that Assignee has filed with the appropriate regulatory agencies.

(*)
02210

"Person": In addition to Item 01240, "Person" includes any entity, any Port assignee or lessee, and any Person to whom this Tariff applies by its terms or by contract with the Port.

"Premises": The Port property occupied or used by any Assignee.

"Toxic Materials": (i) Substances that are toxic, corrosive, flammable or ignitable; (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related hazardous materials; (iv) noxious fumes, vapors, soot or smoke; and

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (a) continued from Page 37B

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(a) **Definitions:**

"Toxic Materials": (v) substances which now or in the future are defined by applicable Laws, including local, State or federal law as "hazardous substances," "hazardous materials," "hazardous wastes," "reproductive toxins," or "toxic substances," or regulated under applicable Laws, including local, state or federal law and including those so defined in or regulated under any of the following: 15 U.S. Code Section 2601, et seq. (the Toxic Substances Control Act); 33 U.S. Code Section 1251, et seq. (the Federal Water Pollution Control Act); 42 U.S. Code Section 6901, et seq. (the Resource Conservation and Recovery Act); 42 U. S. Code Section 7401, et seq. (the Clean Air Act); 42 U.S. Code Section 9601, et seq. - (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U. S. Code Section 1801, et seq. (the Hazardous Materials Transportation Act); California Health & Safety Code ("H&S Code") Section 25100, et seq. (Hazardous Waste Control); H&S Code Section 25300, et seq. (the Hazardous Substances Account Act); H&S Code Section 25404 et seq. (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); H&S Code Section 25531 et seq. (Hazardous Materials Management); H&S Code 18901 et seq. (California Building Standards); California Water Code Section 13000, et seq. (the Porter-Cologne Water Quality Control Act); local fire codes; the regulations adopted and promulgated pursuant to such statutes, and any regulations adopted pursuant to such statutes after the effective date of this Item, as well as any subsequently enacted Laws, including federal or California statute relating to the use, release or disposal of toxic or hazardous substances, or to the remediation of air, surface waters, groundwater, soil or other media contaminated with such substances; and any other substance designated by the Port as a Toxic Material, upon a finding by the Executive Director and notice to the Assignee, that the substance poses a hazard to human health, safety, or the environment.

(*)
02210

(b) **General Prohibitions:**

(1) No Toxic Materials; Exceptions: Assignee shall not cause or permit any Toxic Material to be brought upon, remain, kept or used in or about the Premises or other Port property by Assignee or any Assignee Representative, except for permitted Toxic Materials.

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (b) continued from Page 37C

(b) General Prohibitions:

(2) Storage Tanks: Assignee shall not install, operate or remove any underground storage tank, above ground storage tank or other similar storage facility whatsoever containing Toxic Materials (including Permitted Toxic Materials) without the Port's prior written approval, which approval may be given, conditioned, or withheld in the Port's sole discretion. Any such installation, operation or removal of such tanks or other storage facilities shall be subject to all of the other applicable provisions of this Tariff.

(3) Wells and Groundwater: Assignee shall not install, operate or remove any well, or use any groundwater, on the Premises without the Port's prior written approval which approval may be given, conditioned, or withheld in the Port's sole discretion. Any such installation, operation, removal or use shall be subject to all of the other applicable provisions of this Tariff.

(*)
02210

(c) Compliance With Laws:

Assignee shall comply, at its sole cost, with all Laws relating to Toxic Materials that Assignee or any Assignee Representative brings upon the Premises. It shall be the sole obligation of Assignee to obtain and maintain any permits and approvals required pursuant to such Laws.

(d) Disposal of Toxic Materials:

Assignee shall not dispose of any Toxic Materials, regardless of quantity or concentration, within the storm and/or sanitary sewer drains and plumbing facilities within the Premises, or other property of the Port. All disposal of Toxic Materials shall be in approved and labeled containers and removed from the Premises only by duly licensed and insured carriers and in compliance with all Laws.

(e) Material Safety Data Sheets:

Assignee shall maintain Material Safety Data Sheets, as required under the Hazard Communication Standard in 29 CFR 1910.1200, and any other Law. Such information shall be kept current at all times and shall be kept in a place accessible to the Port and other regulatory agencies including the Oakland Fire Department at any time for inspection and in the event of emergency.

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 continued from Page 37D

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(f) Clean Water Act; NPDES Permits and SWPPPs:

Assignee shall comply with all applicable Laws regarding discharges to water, including without limitation obtaining and complying with any required individual National Pollutant Discharge Elimination System ("NPDES") permit, requesting coverage under and complying with any applicable General Permit and preparation and complying with any required site-specific Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to an SWPPP, with respect to Assignee's operations or activities on the Premises.

(g) Entry and Inspection:

(1) Port's Entry and Inspection Rights: The Port and its authorized representatives and consultants shall have the right, but not the obligation, to enter the Premises at any reasonable time (i) to confirm Assignee's compliance with the provisions of this Item, including the right to physically investigate the condition of the Premises and review all permits, reports, plans, and other documents regarding the use, handling, storage or disposal of Toxic Materials, and (ii) to perform the Port's obligations under this Item. The Port's said right shall include the right to inspect, investigate, sample and/or monitor the Premises, including any air, soil, surface water, groundwater or other sampling or any other testing digging, drilling or analysis to determine whether Assignee is complying with the terms of this Item. Assignee shall pay the costs of Port's consultants' fees and all other costs incurred by Port if said fees and costs result from Assignee's failure to carry out its obligations under this Item or the Agreement, or result from Assignee's occupancy or use of Premises during any time the term of the Agreement has expired or there is no Agreement in effect. The Port shall use reasonable efforts to minimize any interference with Assignee's business carried on pursuant to the Agreement, which is caused by Port's entry onto the Premises, but for these purposes the Port shall not be responsible for any interference caused thereby.

(*)
02210

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (g) continued form page 37E

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(g) **Entry and Inspection:**

(2) Environmental Audit: The Port shall have the right, but not the obligation, to require, annually during the term of the Agreement and again within thirty (30) business days after the termination or expiration of the Agreement, or at any reasonable time if Assignee occupies or uses Premises after the term of the Agreement expires or there is no effective Agreement between the Port and Assignee, that a detailed review ("Environmental Audit") be undertaken to determine whether the Premises and Assignee's and Assignee's Representatives' use handling, storage or disposal of all Toxic Materials comply with this Item. The Environmental Audit shall be conducted by independent, qualified, licensed environmental consultant(s) selected by Assignee and pre-approved by the Port; or if a pre-approved Port consultant is not selected by Assignee within 30 days after request by the Port of Assignee, then by such consultants selected by the Port. The Environmental Audit shall include an inspection of the Premises, interviews with the occupants of the Premises and any other matters which the consultants believe, in the exercise of their professional judgement, are reasonably necessary to ascertain whether the Premises are in compliance with this Item, including the installation of monitoring wells, and the sampling and analysis of soil, surface water and groundwater. Assignee shall fully cooperate with the consultants and comply with all information requests. After the completion of the Environmental Audit, a written report shall be prepared and copies shall be distributed to both Assignee and the Port. The cost of the Environmental Audit shall be at the Port's cost and expense, except that (1) the cost related to matters involving Assignee's non-compliance with this Item shall be borne solely by Assignee and (2) the cost of an Environmental Audit if Assignee occupies or uses premises after the term of the Agreement expires or if there is no effective Agreement between the Port and Assignee shall be borne solely by Assignee.

(3) Required Compliance: If Assignee has failed to maintain the Premises in compliance with Assignee's obligations in this Item, Assignee shall, at its cost, promptly take all reasonable action necessary to cure such non-compliance, including all Clean-up.

(Item 02210 continued on Next Page)

(*)
02210

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 continued from Page 37F

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(h) Indemnity:

(1) Basic Obligation: Assignee shall be solely responsible for and shall indemnify, protect, defend (with counsel acceptable to the Port) and hold harmless the Port and the Port's Commissioners, agents, employees, representatives, contractors, Port-designated secondary users of the Premises directors and officers (collectively hereinafter referred to as the "Indemnitees") from and against any and all claims, costs, penalties, fines, liabilities or losses which arise out of Assignee's failure to comply with this Item, including without limitation

(i) diminution in value of the Premises and of any other Port property;

(ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises (including without limitation deed restrictions), or any other Port property;

(iii) damages arising from any adverse impact on marketing of space in the Premises or other Port property; (iv) increased costs of maintenance, construction, repairs or major improvements to the Premises, or any other Port property; (v) Clean-up cost; and (vi) sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, damages, injuries, causes of action, judgements, taxes and expenses.

(2) Notice and Opportunity: The Port shall give to Assignee occupying or using Premises under Agreement with the Port reasonable notice of the Port's knowledge of Toxic Materials affecting the Premises, and the Port's knowledge of any third party's claim in relation thereto, for which Assignee may be responsible hereunder. In addition, subject to the limitations and conditions set forth in Paragraph (h) (5) below, the Port shall allow Assignee a reasonable opportunity to promptly and diligently indemnify, protect, and defend the Port, and to undertake appropriate Clean-up for which Assignee is responsible hereunder; provided, however that all Clean-up activities by Assignee or any Assignee Representatives shall be with the Port's prior written approval, which shall not unreasonably be withheld.

(3) Action: Assignee's indemnification obligation under this Paragraph (h) shall commence in no event later than any notice of any claim whether by regulatory notice (which shall be deemed to include without limitation notice by a governmental agency of an informational request, or to take investigative, remedial, removal or other action), threatened legal action, arbitration, mediation, administrative proceeding or lawsuit ("Action")

(Item 02210 continued on Next Page)

(*)
02210

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (h) continued from Page 37G

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(h) Indemnity:

(4) Notice; Defense Action: The Port, shall within a reasonable time after receipt of notice of an Action against the Port or after the Port otherwise has discovered an event or condition which would give rise to Assignee's indemnification obligation hereunder, shall give written notice thereof to Assignee. The failure to so notify Assignee shall not relieve Assignee of any liability it may have to the Port. The Port shall give notice to Assignee of the commencement of an Action, and Assignee shall be entitled to participate therein. The Port may, in its sole discretion, assume control of the defense of any Action brought against the Port, and Assignee shall be responsible for payment and/or reimbursement of all defense cost for which Assignee is responsible under this Item. Except to the extent Assignee establishes they are unreasonable, defense cost shall include all legal and attorneys fees (including cost attributable to in-house attorneys), legal overhead cost, court costs, fees and costs of experts retained as consultants or expert witnesses, in-house environmental staff costs, fees and costs charged by governmental entities for such items as oversight or review fees. The defense of an Action shall be deemed to include pre-litigation defense costs, the response to any request, directive or order by a governmental agency, and the cost associated with tendering claims to insurance carriers for defense and indemnity. Assignee and the Port shall cooperate with each other in the defense against any Action, including, without limitation, the tendering of claims to Assignee's insurance carriers for defense and indemnity.

(5) Settlements: No compromise or settlement of any Action affecting the Premises may be effected by Assignee without the Port's prior written consent, which the Port shall not unreasonably delay or withhold; provided, that such Port consent shall not constitute any release or waiver by the Port of any obligation of Assignee or right of the Port under the Agreement.

(Item 02210 continued on Next Page)

(*)
02210

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (h) continued form Page 37H

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(h) Indemnity:

(6) Right to Defend: With respect to any Action by a governmental agency, and with respect to all other claims as to which the Port determines in good faith that there is a reasonable probability that such Action or claim may materially and adversely affect the Port other than as a result of monetary damages or that the monetary damages are likely to exceed the amount which Assignee is obligated to indemnify under this Paragraph (h), the Port may, by notice to the Assignee, participate to the extent of the Port's interests to defend, compromise or settle such action without prejudice to its rights to indemnification hereunder.

(*)
02210

(7) Survival: Assignee's indemnification obligation under this Paragraph (h) shall survive expiration or other termination of any Agreement.

(8) Pre-Existing Contamination: Notwithstanding any other provision of this Item, Assignee shall not be responsible for any Toxic Materials that were on the Premises prior to Assignee's taking possession or commencing use or occupancy of the Premises except as follows:

(1) Assignee shall be responsible to the extent that the scope, boundaries or level of contamination, or the cost of Clean-up of any such Toxic Materials is increased as a result of Assignee's failure, after Assignee knows, or a reasonable person in Assignee's circumstances would have known, that Toxic Materials are on the Premises or other Port property, promptly and reasonably to (A) notify the Port in writing of such Toxic Materials (B) take precautionary measures (directed or approved in advance by the Port in writing) to alter its operations and the activities of other parties (including Assignee's Representatives) on the Premises in order to assure that such operations or activities do not increase such scope or cost; and (C) provide the Port prompt and adequate access to the Premises in order to undertake all Clean-up activities that the Port, at its sole discretion, may take; (2) Assignee shall be responsible for any such Toxic Materials on the Premises prior to Assignee's taking possession or commencing occupancy or use, of the Premises if such Toxic Materials were present on the Premises due to the negligent or intentional acts or omission of Assignee or any Assignee Representative; and

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (h) continued from Page 37I

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(h) Indemnity:

(8) Pre-Existing Contamination: (3) Assignee shall be responsible for any Toxic Material that is discovered, released or disturbed as the result of any excavation or other subsurface activity made or undertaken on the Premises by Assignee or any Assignee Representative, unless the Port has given to Assignee in writing prior approval for such excavation or subsurface activity (which approval may be given or withheld in the Port's sole discretion and which approval may also be conditioned upon Assignee's compliance with the Port's directive to modify Assignee's excavation or subsurface activity plans so as to minimize the excavation, release or disturbance of Toxic Materials on, under or beneath the Premises)

(*)
02210

(i) Cleanup:

If Assignee or any Assignee Representative causes contamination or surface water, groundwater or soil or other portions of the Premises by Toxic Materials, then Assignee shall promptly take any and all actions necessary, including such actions as may be necessary in addition to actions required by regulatory agencies, to complete Clean-up of such contamination. Prior to taking such action, except in case of an emergency, Assignee shall provide Port with written notification of all actions proposed to be taken by Assignee, and shall proceed with such action only upon receipt of approval by the Port for such action. If Assignee fails to take such action after approval by the Port, or if the Port does not approve Assignee's proposed action, Port may, but shall not be obligated to, take Clean-up actions. In such event, all cost incurred by Port with respect to such Clean-up activities, except to the extent Assignee establishes that such cost are unreasonable, shall be for the account of Assignee.

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATION

ITEM
NO.

* Provisions of Item 02210 continued from Page 37J

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(j) Notices:

In addition to Assignee's obligations to report spillage, discharge, release and disposal of Toxic Materials to local, state and federal agencies, Assignee shall immediately provide Port with telephonic notice, which shall later promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Toxic Materials onto or within the Premises or other Port property and any injuries or damages resulting directly or indirectly therefrom, regardless of whether reporting to a governmental agency is required. Further, Assignee shall give the Port written notice of any Action against Assignee or any Assignee Representative, and shall deliver to Port each and every notice or order received by Assignee or any Assignee Representative from governmental agencies concerning Toxic Materials and the possession, use and/or disposal thereof, promptly upon receipt of notice of such Action or receipt of each such notice or order, respectively.

(*)
02210

(k) Fees, Taxes and Fines:

Assignee shall pay, prior to delinquency, any and all fees, taxes (including excise taxes) and fines which are charged upon or incident to any responsibility of Assignee under this Item, and shall not allow such obligations to become a lien or charge against or upon the Premises or the Port.

(1) Delivery of Documentation:

(1) Copies to Port: If Assignee makes any disclosure, or provides any report, to any governmental agency concerning Assignee's storage, use, generation or disposal of Toxic Materials on the Premises or other Port property, Assignee shall concurrently also provide a copy of such disclosure or report to the Port.

(Item 02210 continued on Next Page)

(*) All items on this page transferred to Original Page 37R

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (1) continued from Page 37K

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(1) Delivery of Documents:

(2) Business Plan: At any time Assignee's business conducted within the Premises requires the establishment and implementation of a business plan pursuant to California Health and Safety Code 25500 et seq. or any other Laws concerning the handling of Toxic Materials, or to prepare an inventory pursuant to any Laws, Assignee shall (i) timely comply with such requirement, (ii) promptly give written notification to Port that Assignee's business is subject to the business plan requirement of the Code or other Laws, (iii) promptly advise the Port whether the business is in compliance with the Code and the Laws, and (iv) simultaneously deliver to the Port and the appropriate regulatory agency any such business plan.

(*)
02210

(3) Clean Water Act Documents: Assignee shall deliver to the Port a copy of all registration forms, reports, policies, its site-specific SWPPP, any revised or updated SWPPP and documents submitted to a government agency or prepared or maintained by Assignee, required to be prepared pursuant to the Clean Water Act.

(4) Proposition 65: Assignee shall deliver to Port a copy of any notices posted, distributed or published pursuant to Proposition 65, Chapter 6.6, Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.5 et seq.

(5) Documents: Assignee shall maintain for periodic inspection by the Port and deliver to Port upon request (unless required by other provisions of this Item or by the Laws, without the stated requirement for a Port request) true and correct copies of the following documents (hereinafter referred to as the "Documents") related to the handling, storage, disposal and emission of Toxic Materials, concurrently with the receipt from or submission to a governmental agency:

Permits; approvals; spill reports; reports and correspondence; storage and management plans; spill prevention control and countermeasures plans; other spill contingency and emergency response plans; documents relating to taxes for toxic materials; manifests for disposal or treatment of Toxic Materials; notice of violations of any Laws; plans relating to the installation of any storage tanks to be installed in, under or around the Premises;

(Item 02210 continued on Next Page)

(*) All items on this page transferred to original Page 37S

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p>* Provisions of Item 02210 (1) continued from Page 37L</p> <p style="text-align: center;">HANDLING, STORAGE AND USE OF TOXIC MATERIALS</p> <p>(1) Delivery of Documentation</p> <p>and all closure plans or any other documents required by any and all federal, state and local governmental agencies and authorities for any storage tanks or other facilities installed or Toxic Materials located in, on or under the Premises.</p> <p>Assignee is not required, however, to provide Port with any portion (s) of the documents containing information of a proprietary nature which, in and of itself, does not contain a reference to any Toxic Materials or hazardous activities which are not otherwise identified to the Port in such Document, unless any such Document names the Port as an "Owner" or "Operator" of the facility in which Assignee is conducting its business. It is not the intent of the foregoing, unless necessary for the Port to comply with Laws or to enforce provisions of this Item or otherwise secure the Port's right's to provide Port with information which could be detrimental to Assignee's business should such information become possessed by Assignee's competitors.</p> <p>(m) Expiration of Term of Agreement:</p> <p>(1) Periodic Monitoring: Surrender: Assignee regularly shall monitor and inspect the Premises and all activities thereon with the objectives of discovering any Toxic Material that Assignee is required under the terms of this Item to Clean-up or to remove upon expiration or termination of the Agreement and of making reasonable and adequate provisions for assuring that removal of any Toxic Materials is accomplished before such expiration or termination. This paragraph (m) is not intended to and shall not be construed to delay any Clean-up that is required by Laws or other provision of this Item to be undertaken before expiration or termination of the Agreement. In all cases where reasonably possible, before expiration or termination of the Agreement, and in all other cases promptly after the scheduled date of expiration or termination of the Agreement, Assignee shall take any arid all action required to be taken under this Item and the Laws in order to (i) surrender the Premises to the Port in a condition which would be free, to the extent necessary as determined by the Port in its reasonable business judgment to avoid any material adverse impact on the use or value of the Port's property, of any and all Toxic Materials for which Assignee has Clean-up responsibility under this Item, and (ii) close or remove any storage tanks in, on or under the Premises installed or operated by Assignee or any Assignee Representative (said items (i) and (ii) herein referred to as "Agreement Closure")</p> <p style="text-align: center;">(Item 02210 continued on Next Page)</p>	<p>(*) 02210</p>
<p>(*) All items on this page transferred to original page 37T</p>	

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (m) continued from Page 37M

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(m) Expiration of Term of Agreement:

(2) Actions to Accomplish Closure: Notwithstanding any lesser standard of removal or remediation which might be allowable under the Laws or governmental policies, Assignee shall perform or cause to be performed all actions necessary, as determined by the Port in its reasonable business judgement, to ensure that Agreement Closure has been completed, including inspection, testing and post-Agreement Closure monitoring, and shall provide to the Port copies of such notices of compliance, clearances, "no further action" notices or other notices or approvals from appropriate governmental agencies as may be reasonably required by the Port to evidence Assignee's completion of its Agreement Closure obligations. Assignee, at its own expense, shall repair any damage caused by such work and unless otherwise requested by the Port, shall destroy, at the completion of all testing and monitoring, in accordance with applicable Laws, any and all monitoring wells installed as a result of or in connection with Assignee's occupancy of the Premises or otherwise installed by Assignee, or at Assignee's direction.

(3) Failure to Comply: Assignee shall be liable to the Port and the Port may recover from Assignee the diminution in value, damages, costs and sums paid listed in clauses (i) through (vi) of Paragraph (h) (1) resulting from Assignee's failure to surrender the Premises in the condition required and to complete any required Agreement Closure before the scheduled date of expiration or termination of the Agreement or resulting from the Port actions to complete the Clean-up or closure or removal of storage tanks which was included in Assignee's Agreement Closure obligations. Assignee shall notify the Port in writing promptly after Assignee becomes aware that Assignee likely will not complete required work before the scheduled date of expiration or termination of the Agreement.

(4) Closure Plans: Assignee shall submit to the Port for review, comment and approval its closure plans relating to Agreement Closure and to the remediation of Toxic Materials or to the closure and removal of any storage tanks at least twenty one (21) business days prior to the commencement of the work.

(Item 02210 continued on Next Page)

(*)
02210

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 (m) continued from Page 37N

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

(m) Expiration of Term of Agreement:

(5) Certificates: Upon the expiration or earlier termination of the Agreement, Assignee, at its sole cost, shall reasonably from the Premises remove and remediate all Toxic Materials for which Assignee has Clean-up responsibility under this Item, from the Premises and shall provide a certificate to the Port certifying Assignee has done so. If Assignee fails to so surrender the Premises as required herein, Assignee shall indemnify, protect, defend and hold the Port harmless from all damages resulting from such failure as provided in Paragraph (m) (3) hereof.

(*)
02210

(6) Storage Tanks: With regard to underground and/or aboveground storage tanks, if any, at least 90 days, but not more than 120 days, before expiration of the term of the Agreement, or, in the event of earlier termination, prior to the date of termination, Assignee shall give the Port written notice expressly referring to the provisions herein and stating Assignee's intention either to close or to remove any storage tank. The Port may elect by written notice to Assignee, given at any time not later than 30 days after receipt of notice of Assignee's intention to require Assignee either (i) to remove said tanks or (ii) to leave the tanks in place in operating condition, provided, however, that if the Port requires Assignee to leave the tanks in place in operating condition, Assignee shall provide Port with documentary evidence that the tanks have been modified to comply with the upgrade requirements for underground storage tanks, spill and overflow prevention and underground piping pursuant to Chapter 6.7, Underground Storage of Hazardous Substances, Health and Safety Code, that the tanks have passed Tank Tightness Integrity Tests for the past five (5) years, and provide to the Port soil and groundwater monitoring data verifying that there has been no release of Toxic Materials from the tanks and all other monitoring records, equipment testing or maintenance records required by California Code of Regulations Title 23, Chapter 16, Section 2610 et seq. If the Port gives notice of election to Assignee during said 30-day period, Assignee shall handle the tanks in accordance with Port's intention as stated in its notice to the Assignee. If no notice of election is given to Assignee, Assignee shall remove said tanks as required by Law.

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02210 continued form Page 370

HANDLNG, STORAGE AND USE OF TOXIC MATERIALS

(n) Consultants and Contractors:

All consultants or contractors performing work on behalf of Assignee concerning Toxic Materials on the Premises shall be qualified and licensed to undertake the applicable work and as to any consultants or contractors selected by Assignee, Port shall be notified of the selected consultants or contractors at least ten (10) business days prior to the commencement of any work by such consultants or contractors (except in an emergency, in which case Port shall be notified within one (1) business day after the selection of the consultants or contractors). All work shall be performed in a good, safe and workmanlike manner and, with regard to work performed at or near the end of the term of the Agreement, in a manner that will not interfere with Port's use, operation, leasing or sale of the Premises.

(*)
02210

(o) Spill Response Plan:

Assignee shall at all times maintain with the Port and post in an appropriate location on the Premises a complete copy of spill notifications forms required from time-to-time by the Port. Assignee shall comply with all notifications and procedural requirements for Port tenants set forth in any applicable Port spill plan in effect from time-to-time.

(p) Asbestos Notification:

Assignee shall comply with all asbestos notification requirements, asbestos management plans, and asbestos handling requirements required by Law and as set forth (but not limited to) Health and Safety Code Chapter 10.4 Asbestos Notification, sections 25915, et seq. Assignee is required to provide written notice to its employees of known asbestos containing materials. Assignee is also required to enact asbestos management plans, and post warnings with respect to any construction, maintenance or remodeling conducted in the building area where there is a potential for employees to come into contact with, or release, or disturb asbestos or asbestos containing construction materials. Assignee shall comply with asbestos survey and monitoring requirements as required by Law.

(Item 02210 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 24, 2000

EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02210 continued from Page 37P	
<p style="text-align: center;">HANDLING, STORAGE AND USE OF TOXIC MATERIALS</p> <p>(q) Port's Claims:</p> <p>Nothing in this Item shall be construed to prohibit or restrict the Port or Assignee from pursuing any and all claims, causes of action, proceedings, and the like, against insurance carriers and against any other person or entity which the Port or Assignee may believe caused or otherwise contributed to the claims, demands, causes of action, damages and liabilities of any kind arising directly or indirectly out of any Toxic Materials on the Premises.</p>	<p>(*) 02210</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: October 24, 2000	EFFECTIVE: November 1, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

BALLAST WATER

- (a) No vessel using Port terminal facilities shall discharge water ballast from the vessel into San Francisco Bay or the Gulf of the Farrallones National Marine Sanctuary offshore of San Francisco Bay, including open waters within the Port Area of the city of Oakland, unless the vessel immediately before arrival in San Francisco Bay has carried out an ocean ballast water exchange to limit the possibility of transferring non-indigenous species into San Francisco Bay. Exchange shall occur in the ocean westerly of the western boundaries of established marine sanctuaries adjacent to the West Coast of California.
- (b) The following shall be exceptions to the subsection (a) above:
- (1) Vessels arriving from ports located between the southern boundary of Baja California and the northern boundary of Alaska, if the ballast water to be discharged originated from those waters;
 - (2) Vessels for which satisfactory proof is submitted to the Port of implementation of approaches to control the introduction of non-indigenous species as described in International Maritime Organization Resolution A.868 (20): Guidelines for the Control and Management of Ships' Ballast Water to Minimize the Transfer of Harmful Organisms and Pathogens.
 - (3) Where ocean exchange was not made because of stress of weather or stability or hull stress concerns.
- (c) Each operator or owner of a vessel using Port terminal facilities during any calendar year shall provide to the Port by December 31 of that calendar year a copy of the operator's or owner's then-prevailing policy or policies applicable to ballast water management of its vessels.
- (d) Records of ballast water practices shall be provided to the Port at or before the time of each vessel call on a Ballast Water Reporting Form prescribed from time to time by the Executive Director of the Port. Confirmation of receipt is required. The Ballast Water Reporting Form must show the details of ocean exchange and the details of actual or planned discharge within the San Francisco Bay and the Gulf of the Farallones National Marine Sanctuary, including:
- (1) Latitude and Longitude or Port where ballast water was originally taken;
 - (2) Latitude and Longitude of ocean ballast water exchange;

02215

(Item 02215 continued on Next Page)

(*) All items on this page transferred from 1st revised Page 37K

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 5, 2000

EFFECTIVE: September 15, 2000

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

BALLAST WATER

- (3) Total ballast water capacity of the ship, total amount of ballast water carried on board, total amount of ballast water exchanged in the ocean, and total amount of ballast water discharged or to be discharged in San Francisco or the Gulf of the Farallones National Marine Sanctuary;
- (4) Identification of ballast tanks which have had water exchanged;
- (5) If ballast water was not exchanged in the ocean because of stress of weather, or vessel stability or hull stress concerns, the facts supporting such reason (s); and
- (6) If there are any differences between actual ballast water discharges and the discharge information reported, the operator or owner of a vessel shall provide an amendment to the Ballast Water Reporting form prior to departing San Francisco Bay.

(^)
02215

If the Ballast Water Reporting Form containing the required information is not provided to the Port, no ballast water from the vessel may be discharged into San Francisco Bay or the Gulf of the Farallones National Marine Sanctuary, including open waters within the Port Area, until the ballast water is sampled and analyzed at the cost of the vessel operator, and the Executive Director of the Port determines that the ballast water meets Port test standards. Port test standards shall be prescribed from time to time by the Executive Director of the Port to reduce the risk of introduction of exotic species contained in ballast water into San Francisco Bay.

- (e) The provisions of subsection (d) above that prohibit certain discharges of ballast water if the required Ballast Water Reporting Form is not provided to the Port shall not apply until August 1, 2000, in order to allow for adequate dissemination and observation of this item.
- (f) Effective upon the date that the Port is no longer required by regulatory permits to apply Sections (a) through (e) of this Item, or Section (g) of this Item, as the case may be, Sections (a) through (e), or Section (g), as the case may be, shall not be applicable unless and until the Board of Port Commissioners by ordinance determines that Chapter 491, California Statutes of 2003, or other State or Federal legal requirements at least as effective as Sections (a) through (e), or Section (g), as the case may be, in protecting the environment from the potential impacts of discharge of ballast water, do not apply to vessels using Port terminal facilities.

(Item 02215 continued on Next Page)

(*) All items on this page transferred from 1st revised Page 37L

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: April 6, 2004

EFFECTIVE: April 6, 2004

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

BALLAST WATER

(g) Subject to such exceptions or waivers as may be determined appropriate from time-to-time by the Executive Director, any vessel using Port terminal facilities shall provide reports to the Port, prior to vessel departure from terminal facilities, regarding the discharge of ballast water into San Francisco Bay or the Gulf of the Farallones National Marine Sanctuary that originates from within the U.S. Exclusive Economic Zone (EEZ) of the U.S. Mainland west coast, whether or not the vessel is carrying or has discharged ballast water that originates within the EEZ. Such reports shall be provided to the Port on forms prescribed from time to time by the Executive Director.

02215

SECURITY OF MARITIME FACILITIES

(a) Purposes

The purposes of this Item No. 02220 are to provide for efficient, coordinated and effective action in order to reduce the risk and to mitigate the results of an act that threatens the security of personnel, the Port's facilities, private property and the public, to comply with requirements mandated by the Federal Maritime Transportation Security Act of 2002 ("MTSA") and the federal regulations implementing the MTSA ("MTSA Regulations") and to set forth the respective rights and obligations as between the Port and Port assignees, tenants, permittees, contractors and operators on Port facilities (collectively "Operators", each an "Operator") with respect to the MTSA and the MTSA Regulations.

(Item 02220 continued on Next Page)

(+)
02220

(*) Item 02215 on this page transferred from 1st revised page 37M

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 continued from Page 37T

SECURITY OF MARITIME FACILITIES

(b) Port Facility Security Plan

The Executive Director is hereby authorized and directed to cause to be prepared and to approve a Port Facility Security Plan in accordance with this Item No. 02220 covering all Port of Oakland facilities for which a facility security plan is required by the MTSA and the MTSA Regulations and for which an Operator Facility Security Plan is not prepared by an Operator and approved by the appropriate Federal agency designated in the MTSA and the MTSA Regulations ("USA"). The Port Facilities Security Plan shall comply with the requirements of applicable law, including but not limited to the MTSA, the MTSA Regulations and this Item No. 02220.

(+)
02220

(c) Designation of Port Facility Security Officer

The Executive Director is hereby authorized and directed to designate a person as Port Facility Security Officer ("PFSO") on behalf of the Port. The designated PFSO shall be qualified as, and shall have the duties of, a facility security officer under the MTSA and the MTSA regulations with respect to those maritime terminal facilities for which the Port, instead of an Operator, prepares a facility security plan. The PFSO shall also be responsible on behalf of the Port for coordinating and maintaining communications with Operators and the USA regarding the interests of the Port in the security of all Port facilities without relieving third parties, including Port Operators or other persons of their responsibilities under any facility security plan, the MTSA, the MTSA Regulations, this Tariff or any other law, regulation or any contract.

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (c) continued from Page 37U

SECURITY OF MARITIME FACILITIES

(c) Designation of Port Facility Security Officer

The Executive Director's designation of a PFSO also shall not relieve any owner or Operator of any Port facility from any requirement for that owner or Operator to designate a qualified person to perform the duties of facility security officer under the MTSA or the MTSA Regulations. The PFSO shall be responsible for: preparing, in accordance with the MTSA and the MTSA Regulations, a Port Facility Security Assessment for inclusion in the Port Facility Security Plan and a Port Facility Security Plan, for all Port facilities for which an Operator Facility Security Plan is not prepared and approved by the USA which the PFSO shall submit to the Executive Director for approval; submitting the Port Security Plan to the USA for approval after approval of the Port Security Facility Plan by the Executive Director; implementing the Port Security Plan; periodically auditing and updating the Port Security Facility Assessment and the Port Facility Security Plan as required by the MTSA and the MTSA Regulations; assuring that adequate training is provided to Port personnel responsible for Port facilities; ensuring that Port facilities are operated in accordance with the applicable provisions of the Port Facility Security Plan and the provisions of the MTSA and the MTSA Regulations; coordinating and communicating with Operators with respect to Operator Facility Security Plans in accordance with this Item No 02220; and such other related Port facility security matters as the Executive Director may assign the PFSO from time to time.

(+)
02220

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 continued from Page 37V

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(1) Subject to an exemption made in accordance with the immediately succeeding Paragraph (d)(1)(i) below, every Operator of a facility on Port-owned or controlled land for which a facility security plan or an amended facility security plan is required by the MTSA or the MTSA Regulations, shall prepare and have approved by the USA in accordance with the MTSA and the MTSA Regulations, an Operator Facility Security Plan, or an amended facility security plan, respectively, for the facility.

(i) Upon a written request by an Operator, the PFSO may exempt an Operator from the requirement to prepare an Operator Facility Security Plan if the PFSO reasonably determines in writing that exemption is appropriate in consideration of the nature and character of the Operator's activities or Port facilities and other reasonable factors. The PFSO may grant an exemption subject to such reasonable written terms and conditions as the PFSO determines are appropriate.

(ii) Subject to any applicable exemption made in accordance with the immediately preceding paragraph (d)(1)(i), each person who is an Operator of a Port facility as of the effective date of this Item No. 02220 shall submit its Operator Facility Security Plan to the USA by December 31, 2003, or such later date as may be approved in writing by the PFSO.

(Item 02220 continued on Next Page)

(+)
02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 (d) continued from Page 37W

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(iii) Subject to any applicable exemption made in accordance with paragraph (d)(1)(i) above, no person may become an Operator of any Port facility after December 29, 2003, unless the Operator shall have complied with the applicable provisions of this Item No. 02220, the MTSA and the MTSA Regulations regarding a Facility Security Plan for the Port facility.

(+)
02220

(2) Each Operator shall provide to the PFSO:

(i) Written notice of the Operator's submission to the USA of any Operator Facility Security Plan, and any amendment to any Operator Facility Security Plan, relating to any Port facility, contemporaneously with the Operator's submission to the USA. The Operator's written notice to the Port may be a copy of the Operator's written document transmitting the Operator Facility Security Plan, or amendment, to the USA, but the Operator is not required to include the Operator Facility Security Plan, or amendment, except as provided in Paragraph (d)(3) below.

(ii) A copy of all other written communications between the Operator (including any person acting on behalf of the Operator) and the USA, regarding any Operator Facility Security Plan, any amendment to any Operator Facility Security Plan, any approval or disapproval by the USA of any Operator Facility Security Plan or amendment thereto, any report of a breach of security or security incidents, and any notice by the USA of a violation or suspected violation of the MTSA or the MTSA Regulations, relating to any Port facility.

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (d) continued from Page 37X

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

The copy of each written communication shall be provided to the Port either contemporaneously with the transmission of the written communication to the USA or the Operator, or promptly after the Operator sends or receives the written communication. To the extent the written communication involves sensitive security information that must be protected in accordance with 49 Code of Federal Regulations Part 1520, the Operator may delete that information from the copy provided to the Port, but the Operator shall provide to the Port all other information in the communication.

(+)
02220

(3) Subject to the immediately succeeding sentence, an Operator may not include in any Operator Facility Security Plan, or amendment thereto, any provision which is inconsistent with this Tariff or with the Operator's agreement with the Port for the Operator's use or occupancy of a Port facility, or which represents that the Port will be responsible for any matter with respect to the Operator Facility Security Plan, or amendment thereto, unless the Port in the Operator's agreement with the Port or in this Tariff has expressly assumed responsibility for such matter. If the Operator believes that the MTSA, the MTSA Regulations, or other statute or regulation by operation of law conflicts with and supersedes certain provisions of the Operator's agreement with the Port or of this Tariff, and require that the Operator Facility Security Plan, or amendment thereto, include provisions which are inconsistent with the Operator's agreement with the Port or with this Tariff, or impose responsibility on the Port for any matter with respect to the Operator Facility Security Plan, or amendment thereto, notwithstanding that the Port does not expressly assume such responsibility in the Operator's agreement with the Port or in this Tariff, then, before the Operator facility Security Plan, or amendment thereto, is submitted to the USA, the Operator shall:

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 (d) continued from Page 37Y

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(i) Give written notice to the PFSO which identifies in detail each conflict the Operator believes exist and each matter for which the Operator believes the Port is required to assume responsibility, the provisions of the MTSA Regulations, or other statute or regulation, and the provisions of the Operator's agreement with the Port or this Tariff which the Operator believes are in conflict or require the Port to assume responsibility and why the Operator believes the claimed conflict or Port responsibility requires the Operator Facility Plan, or amendment thereto, to include provisions that are inconsistent with the Operator's agreement with the Port or this Tariff or provide that the Port has responsibility; and

(ii) Meet and confer with the PFSO to discuss the matter and seek to develop a resolution mutually acceptable to the Operator and the Port. If a mutually acceptable resolution is not reached, then the Operator may submit the Operator Facility Security Plan, or amendment thereto, to the USA for approval, with the provisions therein which are inconsistent with the Operator's agreement with the Port or this Tariff, or which provide for Port responsibility, without prejudice to any Port rights with respect to the Operator submitting an Operator Facility Security Plan, or amendment thereto, which is inconsistent with the Operator's agreement with the Port or this Tariff, or which provides for Port responsibility, and the Operator shall, at the same time it submits its Operator Facility Security Plan, or amendment thereto, to the USA, submit to the Port a copy of those portions of the Plan or amendment which conflict with the Operator's agreement with the Port or this Tariff or which provide that the Port is responsible for a matter.

(Item 02220 continued on Next Page)

(+)
02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (d) continued from Page 37Z

SECURITY OF MARITIME FACILITIES

(d) Operator Facility Security Plans

(4) Each Operator shall comply with all provisions of the MTSA, the MTSA Regulations, this Tariff, the Port Facility Security Plan approved by the USA (to the extent the Operator has been provided the Port Facility Security Plan or notice of the applicable compliance requirement(s) in the Plan) and, subject to paragraph (d)(1)(i) and (d)(3)(ii) above, the Operator's Facility Security Plan, which apply to any Port facility occupied or used by the Operator.

(+)
02220

(e) Compliance With Facility Security Plans

Each person entering upon or using any Port facility shall comply with the Port Facility Security Plan and any Operator Facility Security Plan that applies to the facility (to the extent such person has been provided such plans or notice of the applicable compliance requirement(s) in such plans).

(f) Indemnification

Each Operator who operates at a Port facility for which the Operator has obtained from the USA approval of an Operator Facility Security Plan shall be fully responsible for all compliance with the MTSA and the MTSA Regulations with respect to the Port facility and shall indemnify and hold the Port harmless from and against claim, costs, losses and liabilities, including attorney's fees and costs of defense, arising out of any violation of the MTSA or the MTSA Regulations, arising out of the Operator's failure to comply with its Operator Facility Security Plan.

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: December 16, 2003

EFFECTIVE: December 16, 2003

SECTION II: GENERAL RULES AND REGULATIONS

**ITEM
NO.**

* Provisions of Item 02220 (f) continued from Page 37AA

SECURITY OF MARITIME FACILITIES

Each Operator and other person entering upon or using any Port facility shall indemnify and hold the Port harmless from and against all claims, costs, losses and liabilities, including attorney's fees and costs of defense, arising out of, respectively, the Operator's or such other person's failure to comply with this Item No. 02220. In the event of any inconsistency between this Paragraph (f) and an agreement between the Port and an Operator, the agreement shall prevail.

(+)
02220

For purposes of this Paragraph (f), and with respect solely to the Port's rights as to the USA, the USA shall not be considered an "Operator" or "other person", but the Port does not release the USA or waive the Port's rights with respect to the USA as to any legal obligation of the USA to the Port or the Port's legal rights against the USA.

(g) Operator's Grant of Occupancy Rights to USA

(1) Notwithstanding any other provision in a Port agreement with an Operator for the Operator's use of Port terminal facilities, the Operator may grant to the USA the right to occupy or use the terminal facilities for purposes of carrying out USA security and inspection functions necessary for the Operator's use of the facilities, subject to: (i) providing a copy of the grant of the right to the Port and securing the written consent of the Executive Director to the grant, which consent will not unreasonably be withheld or delayed; and (ii) compliance with all other applicable provisions of the terminal facilities agreement between the Port and the Operator and other legal requirements, including without limitation, securing any necessary building permits from the Port.

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: February 17, 2004

EFFECTIVE: February 17, 2004

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02220 (g) continued from Page 37AB

SECURITY OF MARITIME FACILITIES

(g) Operator's Grant of Occupancy Rights to USA

(2) With the Executive Director's consent the USA's occupancy rights may continue beyond termination of the Port's terminal facilities agreement with the Operator, subject to the right of the Executive Director to terminate the rights upon 30 days written notice to the USA.

(3) Subject to the written approval of both the Board and the Operator, the Port through its own forces or contractors may construct and install necessary security facilities at the Operator's Port terminal facilities for purposes of the USA's security and inspection functions.

(+)
02220

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: February 17, 2004

EFFECTIVE: February 17, 2004

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

IPI CONTAINER RATE REDUCTION AND OCEAN COMMON CARRIER IPI INCENTIVE PROGRAM

Definitions:

Definition of terms used in Items 02305 and 02310 are contained in this Item 02300 and elsewhere in this Tariff. The following definitions shall apply to Items 02305 and 02310 unless otherwise provided herein or otherwise reasonably required given the context in which a term is used in those Items. In the event of any inconsistency between the definition given in this Item for a capitalized term, and the definition given elsewhere in this Tariff for that term, the definition given in this Item shall control for purposes of interpreting Items 02305 and 02310 hereinbelow. All capitalized terms not otherwise defined in this Item 02300 shall have the meaning given in Section I or elsewhere in this Tariff.

(+)
02300

"Baseline Volume": The number of TEUs of loaded IPI Containers handled by an Ocean Common Carrier through the Port of Oakland between May 1, 2008 and April 30, 2009.

"Claimed Period": Either (i) the period beginning January 1, 2009 to June 30, 2009 or (ii) any month following June 30, 2009 (as the case may be) for which a rate reduction amount is claimed in accordance with Item 02305 below. Except for the period from January 1, 2009 to June 30, 2009, no Claimed Period shall be for more than one month.

"IPI Container": An intact loaded Cargo Container that either:(a) is transported by rail from a point outside California directly to a rail facility in Alameda County for subsequent delivery directly to the Terminal Tenant's premises for Loading onto an ocean-going vessel; or (b) is transported by rail to a point outside California directly from a rail facility in Alameda County after transport directly from the Terminal Tenant's premises after Unloading from an ocean-going vessel.

"IPI Incentive Program": The Ocean Common Carrier IPI Incentive Program as described and set forth in Item 02310 of this Tariff below.

"IPI Incentive Program Period": The period beginning on May 1, 2009 and ending on April 30, 2010, which period shall apply only to the IPI Incentive Program.

"IPI Incentive Program Period Volume": The number of TEUs of loaded IPI Containers handled by an Ocean Common Carrier through the Port of Oakland during the IPI Incentive Program Period.

"Net New Loaded IPI Container Volume": Means the amount of loaded IPI Containers equal to the IPI Incentive Program Period Volume minus the Baseline Volume.

(Item 02300 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2009

EFFECTIVE: May 18, 2009

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02300 continued from Page 37AD	
<p>Definitions:</p> <p>"Ocean Common Carrier": A vessel-operating common carrier as defined in the Shipping Act of 1984.</p> <p>"Rate Reduction Program": The IPI Container Rate Reduction Program as described and set forth in Item 02305 of this Tariff below.</p> <p>"Rate Reduction Program Period": The period beginning on January 1, 2009 and ending on December 31, 2009, which period shall apply only to the Rate Reduction Program.</p> <p>"Terminal Agreement": Either (i) an existing and current non-exclusive preferential assignment agreement or (ii) a concession and lease agreement with the Port for the use and occupancy of one or more Terminals and related back-lands within the Port Area for the purpose of Loading and Unloading loaded or empty cargo Containers onto or from ocean-going vessels to and from such Terminals and related back-lands.</p> <p>"Terminal Tenant": An entity that has entered into and is in good standing under a Terminal Agreement for the use and occupancy of one or more Terminals within the Port Area.</p>	(+) 02300
<p style="text-align: center;">IPI CONTAINER RATE REDUCTION PROGRAM</p> <p>Terminal Tenants may participate in the Rate Reduction Program by submitting a written claim for such rate reduction on loaded IPI Containers brought to or from a Terminal Tenant's Terminal for the purpose of Loading on to or Unloading from an ocean-going vessel during the Claimed Period. All claims under the Rate Reduction Program must be submitted within the time periods set forth hereinbelow. All late claims will be rejected and disqualified from participating in the Rate Reduction Program for the Claimed Period for which the late claim was submitted.</p> <p>In order to obtain the rate reduction, Terminal Tenants must submit to the Port a written claim within the applicable time periods set forth hereinbelow. All claims must be signed by a duly authorized representative of the Terminal Tenant and must contain necessary information for each Wharfage invoice</p> <p style="text-align: center;">(Item 02305 continued on Next Page)</p>	(+) 02305
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: May 15, 2009	EFFECTIVE: May 18, 2009

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02305 continued from Page 37AE

IPI CONTAINER RATE REDUCTION PROGRAM

(+)
02305

issued by the Terminal Tenant at the premises occupied and used by such Terminal Tenant pursuant to a Terminal Agreement during the Rate Reduction Program Period, including without limitation, the number of IPI Containers, destination, and Container numbers, and any other information that may be reasonably required by the Director of Maritime for the Port. To obtain a rate reduction for the period January 1, 2009 through June 30, 2009, Terminal Tenants must submit a written claim by no later than 5:00 p.m. of the fifth (5th) Port business day of the month of July, 2009. To obtain a rate reduction for each month following June 30, 2009, Terminal Tenants must submit a claim by no later than 5:00 p.m. of the fifth (5th) Port business day of the month immediately following the Claimed Period. By way of example only, if a Terminal Tenant wishes to obtain a rate reduction for the month of July, 2009, then such Terminal Tenant must submit a claim by 5:00 p.m. of the fifth Port business day of August.

Each Terminal Tenant who makes a claim for a rate reduction must also agree to allow the Port to audit any of Terminal Tenant's records the Port may reasonably request in connection with any Claimed Period for which the Terminal Tenant claimed a rate reduction pursuant to this Rate Reduction Program. The Port's right to audit such Terminal Tenant's records shall continue for up to three (3) years following the expiration of the Rate Reduction Program Period.

If a Terminal Tenant timely submits a written claim containing all necessary information to the Port, the Port shall determine the rate reduction as follows. First, the Port shall determine the total number of TEUs of loaded IPI Containers claimed for the Claimed Period. Second, the Port shall calculate the product of the total number of TEUs of loaded IPI Containers claimed for the Claimed Period times Five Dollars (\$5.00). If any time within three (3) years after the expiration of the Rate Reduction Period, the Port conducts an audit of the Terminal Tenant's records and such audit discloses that the Terminal Tenant claimed more TEUs of loaded IPI Containers for a Claimed Period than such Terminal Tenant actually handled, then such Terminal Tenant shall

(Item 02305 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2009

EFFECTIVE: May 18, 2009

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02305 continued from Page 37AF	
<p style="text-align: center;">IPI CONTAINER RATE REDUCTION PROGRAM</p> <p>repay to the Port an amount equal to Five Dollars (\$5.00) times the number of TEUs of loaded IPI Containers such Terminal Tenant over-claimed together with interest at the rate of six percent (6%) per annum for such Claimed Period within ten (10) business days following such Terminal Tenant's receipt of an invoice from the Port.</p>	(+) 02305
<p style="text-align: center;">OCEAN COMMON CARRIER IPI CONTAINER INCENTIVE PROGRAM</p> <p>An Ocean Common Carrier may participate in the IPI Incentive Program by proving to the reasonable satisfaction of the Port that it contributed Net New Loaded IPI Container Volume for the Port of Oakland during the IPI Incentive Program Period.</p> <p>Ocean Common Carriers may submit documentation of Net New Loaded IPI Container Volume at any time after May 1, 2010 and before July 1, 2010. Upon verification of Net New Loaded Intermodal Container Volume for the Port of Oakland, the Port will pay to such Ocean Common Carrier Twenty Dollars (\$20.00) for each TEU of Net New Loaded Intermodal Container Volume that such Ocean Common Carrier delivered or received at a Terminal within the Port Area.</p> <p>Each Ocean Common Carrier who participates in the IPI Incentive Program must also agree to allow the Port to audit any of such Ocean Common Carrier's records the Port may reasonably request in connection with any Net New Loaded IPI Container Volume that such Ocean Common Carrier claims for the IPI Incentive Program Period. The Port's right to audit such Ocean Common Carrier's records shall continue for up to three (3) years following the expiration of the IPI Incentive Program Period. If the Port conducts an audit of the Ocean Common Carrier's records and such audit discloses that the Ocean Common Carrier claimed more Net New Loaded IPI Container Volume for the IPI Incentive Program Period than such Ocean Common Carrier actually handled in the Port Area, then such Ocean Common Carrier shall repay to the Port an amount equal to Twenty Dollars (\$20.00) times the number of TEUs of loaded IPI Containers such Terminal Tenant over-</p> <p style="text-align: center;">(Item 02310 continued on Next Page)</p>	(+) 02310
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: May 15, 2009	EFFECTIVE: May 18, 2009

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 37AH

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02310 continued from Page 37AG

OCEAN COMMON CARRIER IPI CONTAINER INCENTIVE PROGRAM

claimed together with interest at the rate of six percent (6%) per annum for such Claimed Period within ten (10) business days following such Terminal Tenant's receipt of an invoice from the Port.

(+)
02310

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: May 15, 2009

EFFECTIVE: May 18, 2009

Correction No.

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

COMPREHENSIVE TRUCK MANAGEMENT PLAN (CTMP)

Definitions:

Definition of terms used in Items 02405, 02410 and 02415 are contained in this Item 02400 and elsewhere in this Tariff. The following definitions shall apply to Items 02405, 02410 and 02415 unless otherwise provided herein or otherwise reasonably required given the context in which a term is used in those Items. In the event of any inconsistency between the definition given in this Item for a capitalized term, and the definition given elsewhere in this Tariff for that term, the definition given in this Item shall control for purposes of interpreting Items 02405, 02410 and 02415 hereinbelow. All capitalized terms not otherwise defined in this Item 02400 shall have the meaning given in Section I or elsewhere in this Tariff.

(+)
02400

"CARB": California Air Resources Board

"CARB Drayage Truck Regulation": Refers to Title 13 of the California Code of Regulations section 2027.

"CTMP": The Maritime Comprehensive Truck Management Program, adopted by the Oakland Board of Port Commissioners on June 16, 2009.

"Drayage Truck": Any in-use on-road diesel-fueled heavy-duty truck with a gross vehicle weight rating (GVWR) more than 33,000 pounds used to transport waterborne cargo, empty containers, empty chassis, or other equipment used to transport waterborne cargo to or from or within Seaport facilities. This definition excludes yard trucks/hostlers and military vehicles.

For additional information, please consult Title 13 of the California Code of Regulations section 2027.

"LMC" or "Licensed Motor Carrier": A trucking company that hires or contracts with drivers and that dispatches those drivers and drayage trucks to transport waterborne cargo to or from Seaport facilities. Such companies are typically distinguished by possession of an interchange agreement with the owner of the container/chassis equipment.

"Marine Terminal": A facility on Port property with water access used for the transfer of cargo from one mode to another, including container terminals, break-bulk terminals, and dry-bulk terminals.

"Marine Terminal Operator": An entity with contractual authority from the Port of Oakland to operate or with preferential access to a Marine Terminal.

(Item 02400 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 37AI

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

Correction No.

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
* Provisions of Item 02400 continued from Page 37AI	
<p>Definitions:</p> <p>"Seaport Facility": Includes Marine Terminals, rail yard, and other facilities where drayage trucks operate in the Port of Oakland Seaport. For the purposes of this section, this definition does not include any railyard located off Port property, truck parking or maintenance facilities.</p> <p>"Seaport Facility Operator": An entity that operates and maintains a Seaport Facility on Port property.</p> <p>"STEP Agreement": The Secure Truck Enrollment Program Agreement that each LMC that dispatches drayage trucks that transport waterborne cargo to or from Seaport Facilities must submit annually.</p>	(+) 02400
<p style="text-align: center;">COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)</p> <p>Port Registry:</p> <p><u>1. Overview</u></p> <p>The Oakland Board of Port Commissioners adopted the Maritime Comprehensive Truck Management Program ("CTMP") on June 16, 2009. One core component of the CTMP is the Port Registry, a component designed to increase the Port's maritime security operations and domain awareness. The Port Registry has two elements: the STEP Agreement and the Port Registry database. The Port Registry is for security, domain-awareness purposes and is separate from and independent of the CARB requirements and regulations and the Port's truck ban.</p> <p><u>2. Implementation Timeline and Applicable Deadlines</u></p> <p>Phase 1: October 1, 2009 - January 1, 2010</p> <ul style="list-style-type: none"> • LMCs are required to execute a STEP Agreement with the Port of Oakland. (Note: LMCs new to the Port after January 1, 2010 must immediately execute the STEP Agreement.) • No specific action is required by Seaport Facility Operators under the Port Registry during this time period. <p style="text-align: center;">(Item 02405 continued on Next Page)</p>	(+) 02405
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: October 20, 2009	EFFECTIVE: November 9, 2009

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
<p>* Provisions of Item 02405 continued from Page 37AJ</p> <p style="text-align: center;">COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)</p> <p>Port Registry:</p> <p>Phase 2: January 1, 2010 - April 1, 2010</p> <ul style="list-style-type: none"> • LMCs are required enter information into a Port Registry database during this time period. • The Port will issue STEP registration labels and certificates to registered LMCs. • Seaport Facility Operators should develop plans for fulfilling their responsibilities in implementing the Port Registry. <p>Phase 3: April 1, 2010 - June 1, 2010</p> <ul style="list-style-type: none"> • All Seaport Facility Operators should determine how they will address Port Registry compliance, and how they will handle non-STEP registered trucks. • Seaport Facility Operators must submit their plans for fulfilling their responsibilities for implementing the Port Registry to the Port's Chief Wharfinger by April 15, 2010. <p>Phase 3A: Effective June 1, 2010</p> <ul style="list-style-type: none"> • All Drayage Trucks seeking to enter a Seaport Facility will be required to demonstrate proof of STEP registration. • The Seaport Facility Operator can verify STEP compliance by visual observation of an affixed STEP registration label, inspection of a STEP registration certificate for the truck or other evidence that, in the judgment of the Seaport Facility Operator, adequately demonstrates STEP registration. • Drayage Trucks that are not able to demonstrate STEP registration may be either turned away or directed to the Port's Customer Service Center by the Seaport Facility Operator. At the Customer Service Center, the Port may issue a date and time-stamped Temporary STEP Pass to enable the truck to enter the Seaport Facility. Seaport Facility Operators shall permit a Drayage Truck with a Temporary STEP Pass to enter the Seaport Facility only on the date of issue of the Temporary STEP Pass. (Note: No more than 10 Temporary STEP Passes for any one driver and truck will be issued in any given calendar year, pro-rated to 5 Temporary Step Passes for the period June 1, 2010 through December 31, 2010.) <p style="text-align: center;">(Item 02405 continued on Next Page)</p>	<p>(+) 02405</p>

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 37AK

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

Correction No.

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02405 continued from Page 37AK

COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)

Port Registry:

(+)
02405

If a Seaport Facility Operator permits Drayage Trucks that cannot demonstrate STEP registration to enter the Seaport Facility between June 1, 2010 and December 31, 2010, the Seaport Facility Operator shall compile the following information in a "Non-STEP Registered Truck Log":

- Truck Entry Date and Time;
- Business and Contact Name of Dispatching Motor Carrier;
- Bill of Lading or Tracking Number;
- Truck operator's name and license number; and
- Truck's license plate number, state of issuance and vehicle identification number (VIN)

The Log must be continuously updated and provided to the Port's Chief Wharfinger within seven (7) business days of the end of the reporting periods ending August 31, 2010, and December 31, 2010.

Phase 4: Effective January 1, 2011

- No Marine Terminal Operator shall permit a Drayage Truck that is not STEP-registered to enter a Marine Terminal. Proof of STEP registration will be by the same means as in Phase 3A. All trucks that are turned away may be directed to the Port's Customer Service Center.
- All other Seaport Facility Operators may either turn away or grant entry to non-STEP registered trucks. If a truck is granted entry, the Seaport Facility Operator must record and report information in the Non-STEP-Registered Truck Log and report this information to the Port on a quarterly basis, specifically within seven (7) business days of the end of the months of March, June, September and December. All trucks that are turned away may be directed to the Port's Customer Service Center.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

SECTION II: GENERAL RULES AND REGULATIONS	ITEM NO.
--	-----------------

<p style="text-align: center;">COMPREHENSIVE TRUCK MANAGEMENT PROGRAM (CTMP)</p> <p>Drayage Truck Ban:</p> <p>January 1, 2010-Drayage Truck Deadline Consistent with and in support of CARB regulation, beginning January 1, 2010, at 12:01 a.m., Seaport Facility operators shall permit access into Seaport Facilities in the Port of Oakland only to a Drayage Truck that is compliant with the CARB regulations, as follows, unless the Drayage Truck has been exempted, or issued a waiver or extension by CARB, or issued a Port Temporary Non-Compliance Pass:</p> <ul style="list-style-type: none"> (i) a 1994 - 2003 model year engine certified to California or federal emission standards, and a level 3 Verified Diesel Emission Control Strategy ("VDECS") for PM emissions; or (ii) a 2004 or newer model year engine certified to California or federal emission standards; or (iii) a 1994 or newer model year engine that meets or exceeds 2007 model year California or federal emissions standards. 	(+) 02410
---	--------------

<p>Implementation of Drayage Truck Ban:</p> <p><u>Permissible Entry of Drayage Trucks on Seaport Facilities</u></p> <p>From January 1, 2010 to December 31, 2010, any Drayage Truck turned away from a Seaport Facility pursuant to this subsection may be directed to the Port's Customer Service Center for assistance during normal business hours. After submission of required information by the Drayage Truck owner, the Port may issue a Temporary Non-Compliance Pass so that this Drayage Truck may enter the Seaport Facility. No more than one (1) Temporary Non-Compliance Pass for any one truck will be issued.</p> <p>A Seaport Facility may permit entry of a Drayage Truck subject to the Truck Ban only in compliance with an Enforcement Plan which has been previously approved by the Port. Enforcement Plans are effective thirty (30) days after submission to the Port unless rejected by the Port prior to the expiration of the 30-day period. In addition, the Port may request further information or modification to an Enforcement Plan.</p> <p style="text-align: center;">(Item 02415 continued on Next Page)</p>	(+) 02415
---	--------------

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

THE BOARD OF PORT COMMISSIONERS
PORT OF OAKLAND
TARIFF NO. 2-A

ORIGINAL PAGE 37AN

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02415 continued from Page 37AM

Implementation of Drayage Truck Ban:

Enforcement Plan Submissions

All Seaport Facility Operators shall develop an Enforcement Plan for compliance with the reporting requirements of the CARB Regulation 13 CCR §2027 as it applies to the Seaport Facility's operations at the Port of Oakland Seaport. The Seaport Facility Operator shall submit the plan to the Port of Oakland's Chief Wharfinger on or before November 16, 2009. The Enforcement Plan will describe the Seaport Facility Operator's procedure for determining whether a Drayage Truck is in compliance with the drayage truck ban. Such procedures may include visual observation of the drayage truck ban. Such procedures may include visual observation of a CARB Compliance Label, presentation of proof of compliance, waiver, exemption or extension from CARB, or presentation of a Port-issued Temporary Non-Compliance Pass. The Enforcement Plan will also describe the steps to move Drayage Trucks through gates so as to avoid truck idling. Such a plan shall require the Seaport Facility Operator to collect the following information for each Drayage Truck that cannot demonstrate that it is CARB-compliant, subject to a CARB waiver or CARB extension, or exempt, and that the Seaport Facility Operator permits to enter any Seaport Facility.

(i) Dispatching motor carrier:

- a. business name of dispatching motor carrier;
- b. contact person's name;
- c. street address, state, zip code of the dispatching motor carrier;
- d. phone number of the dispatching motor carrier; and
- e. bill of lading or tracking number.

(ii) Drayage truck:

- a. entry date and time;
- b. registered owner's (or lessee's) name;
- c. operator's name;
- d. operator's license number;
- e. drayage truck's license plate number and state of issuance; and
- f. drayage truck's vehicle identification number (VIN).

All information collected shall be kept for a period of not less than five (5) years from the truck entry date and is to be made available to enforcement personnel of CARB or CARB Designees within seventy-two (72) hours of an official written or oral request.

(Item 02415 continued on Next Page)

(+)
02415

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009

SECTION II: GENERAL RULES AND REGULATIONS

ITEM
NO.

* Provisions of Item 02415 continued from Page 37AN

Implementation of Drayage Truck Ban:

Such information shall be reported to the Port's Chief Wharfinger quarterly, specifically within seven (7) business days of the end of the months of March, June, September and December.

Non-Covered Vehicles: Vehicles that are not within the definition of Drayage Truck as set forth are not subject to the Enforcement Plan. This includes Authorized Emergency Vehicles, Dedicated Use Vehicles, LNG-Fueled Trucks, Military Tactical Support Vehicles and yard Trucks. The CARB Drayage Truck Regulation (Title 13 of California Code of Regulations Section 2027) provides a complete list of non-covered vehicles.

Circumstances for Exempting Drayage Trucks from the Truck Ban: The Seaport Facility Operator may, but is not required to, accommodate Drayage Trucks that are not compliant with the CARB regulation where the cargo is overweight or over-dimension, requiring special permits or routes. The information required by the CARB Regulation shall be recorded for Drayage Trucks granted entry under one of these circumstances, and provided to the Port of Oakland's Chief Wharfinger quarterly as set forth above.

Adjustment of CARB Regulatory Deadline: The Seaport Facility Operator may accommodate deliveries by Drayage Trucks until the effective date of the applicable extended CARB deadline if CARB delays implementation of the January 2010 regulatory deadline past January 1, 2010 and the Port notifies the Seaport Facility Operator within twenty (20) business days of the applicable deadline.

(+)
02415

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: October 20, 2009

EFFECTIVE: November 9, 2009