

**CARGILL, INCORPORATED  
SCHEDULE OF CHARGES**

**for**

**TERRE HAUTE ELEVATOR**

Reserve, Louisiana  
("Terre Haute")

INCLUDING

**CARGILL WESTWEGO ELEVATOR**

Westwego, Louisiana  
("Westwego")

**Licensed under the United States Warehouse Act**  
**3-6646/9-4049/9-1370**

**TARIFF NO. TWENTY-TWO**

**EFFECTIVE November 1, 2023**

This Tariff Supersedes Tariff No. Twenty, Effective August 1, 2022

This Tariff covers warehouses at locations other than the principal location named on the license. Delivery of GRAIN to the grain Owner will take place at the location where initially deposited or such other location mutually agreeable to the warehouseman (Cargill) and the grain Owner.

**Table of Contents**

		<u>Page</u>
<b><u>SECTION A:</u></b>	<b><u>DEFINITIONS</u></b>	6
<b><u>SECTION I:</u></b>	<b><u>STORAGE CHARGES</u></b>	
<b><u>Subsection A:</u></b>	<b><u>Rates</u></b>	
1	<u>Storage Rates</u>	6
2	<u>CCC Interest</u>	6
<b><u>Subsection B:</u></b>	<b><u>Terms</u></b>	
1	<u>Sound Grain Only</u>	7
2	<u>Responsibility</u>	7
3	<u>Right of Transfer</u>	7
4	<u>IP Storage</u>	7
5	<u>Charges Start</u>	7-8
6	<u>Charges Due</u>	8
7	<u>Insurance</u>	8
8	<u>Special Contracts</u>	8
9	<u>Act Governs</u>	9
10	<u>Prepayment</u>	9
11	<u>Interpretation</u>	9
12	<u>Force Majeure</u>	9
<b><u>SECTION II:</u></b>	<b><u>OTHER CHARGES</u></b>	
<b><u>Subsection A:</u></b>	<b><u>Government Loan Grain</u></b>	
1	<u>Contracts</u>	9
<b><u>Subsection B:</u></b>	<b><u>Intra-Elevator Grain Handling</u></b>	
1	<u>Transferring</u>	9
2	<u>Mixing</u>	9
3	<u>Screening</u>	9
4	<u>Fees</u>	9

**SECTION II: OTHER CHARGES**

**Subsection C: Terms**

1	<u>Charges Due</u>	10
2	<u>Sound Grain Only</u>	10
3	<u>Shrinkage</u>	10

**SECTION III: RECEIVING AND SHIPPING**

**Subsection A: Receiving**

1	<u>Rates</u>	10
---	--------------	----

**Subsection B: Shipping**

1	<u>Rates</u>	10
2	<u>Stevedoring</u>	10
3	<u>Straight-Time</u>	11
4	<u>Holidays</u>	11
5	<u>Overtime</u>	11
6	<u>Possible Increase</u>	11
7	<u>Overtime Rate</u>	11
8	<u>Overtime Deadline</u>	12
9	<u>Ordering Overtime</u>	12
10	<u>Overtime Includes</u>	12
11	<u>Overtime Rules</u>	12
12	<u>Rain, Fog, &amp; Other Weather-Related Delays</u>	12
13	<u>Pollution Control Laws</u>	12
14	<u>Terminal Access</u>	13
15	<u>Fresh Water</u>	13
16	<u>Security Fee</u>	13

**Subsection C: Berthing Terms**

1	<u>Berth Application</u>	13-14
2	<u>Legal Effect</u>	14
3	<u>Anchorage Requirements</u>	15
4	<u>Dead Berth Charge</u>	16
5	<u>Berth Assignment</u>	16-18

**SECTION III: RECEIVING AND SHIPPING**

**Subsection C: Berthing Terms**

6	<u>Stowage Plans</u>	18
7	<u>Terminal May Change Turn</u>	18
8	<u>Notice to Terminal</u>	19
9	<u>Strikes</u>	19
10	<u>Vacate the Berth</u>	19
11	<u>Refusal or Inability to Berth</u>	20
12	<u>Gangway, Lights, Crew</u>	20
13	<u>Liability</u>	20
14	<u>Losses and Damages</u>	20
15	<u>User Liability</u>	20-21
16	<u>Fire Signal</u>	21
17	<u>Shifting Costs</u>	21
18	<u>Payment</u>	21-22
19	<u>Fitting Operations</u>	22
20	<u>Tankers and Bulk Ore Carriers, Oil Bulk Ore Carriers</u>	22-23
21	<u>Misc. Costs/Losses/Expenses</u>	23
22	<u>Vessel Loading</u>	23
23	<u>Ballast</u>	23
24	<u>Fumigation</u>	23-24
25	<u>Vessel Bunkering</u>	24
26	<u>Dockage</u>	24
27	<u>Line Handling</u>	24
28	<u>Dust Reducing Tarpaulins</u>	24
29	<u>Vessel Waste Disposal</u>	24-25
30	<u>Trimming</u>	25
31	<u>Draft Surveys</u>	25
32	<u>Pontoons</u>	25
33	<u>Stores Delivery</u>	26
34	<u>Hot Work</u>	26
35	<u>Vessel Equipment</u>	26
36	<u>Safe Access</u>	26



**TERRE HAUTE ELEVATOR**

(including Cargill Westwego Elevator)

**TARIFF NO. TWENTY-TWO****3-6646/9-4049/9-1370**

Page 5

**SECTION III: RECEIVING AND SHIPPING****Subsection D: Tug Terms**

1	<u>Designated Tug Company</u>	27
2	<u>Number of Tugs</u>	27
3	<u>Terminal Tug Rates</u>	27-28
4	<u>Vessel Deposit of Funds</u>	28
5	<u>Disclaimer of Liability</u>	28

**Subsection E: Stevedore Terms**

1	<u>Stevedore Rules</u>	29
2	<u>Standard of Care</u>	29
3	<u>Care in Operations, Insurance</u>	29
4	<u>Insurance</u>	30
5	<u>Stevedore Agreement</u>	31
6	<u>Personnel</u>	31
7	<u>Trimming</u>	31
8	<u>Facility Charge</u>	31
9	<u>Clean-Up Charge</u>	32
10	<u>Equal Employment</u>	32-33

**SECTION A**

**DEFINITIONS**

<u>“Act”</u>	means the United States Warehouse Act
<u>“CCC”</u>	means Credit Commodity Corporation
<u>“FGIS”</u>	means the Federal Grain Inspection Service of the USDA
<u>“Grain”</u>	means all agricultural commodities defined as Grain in the regulations promulgated by the Secretary of Agriculture under the Act
<u>“Loading or Unloading”</u>	means the service of loading or unloading grain between any place in the Terminal and covered hopper cars, trucks, lighters, vessels, barges, or any other means of conveyance to, or from, the Terminal.
<u>“NCB”</u>	means National Cargo Bureau, Inc.
<u>“Secretary”</u>	means the United States Secretary of Agriculture
<u>“Storage”</u>	means the service of providing warehouse facilities for the storing of inbound or outbound grain after the expiration of free time.
<u>“Tariff”</u>	means Schedule of Charges
<u>“Terminal”</u>	means Terre Haute Elevator including Cargill Westwego Elevator
<u>“USDA”</u>	means the United States Department of Agriculture
<u>“Vessel”</u>	means the physical vessel and when this Tariff refers to “vessel” with respect to obligations, it means the vessel’s Master, crew, Owner, charterer, and Agents, jointly and severally.

**SECTION I**

**STORAGE CHARGES**

**Subsection A**

**Rates**

<u>Item</u>	<u>Subject</u>	
1	<u>Storage Rates</u>	Storage rates on grain in bulk shall be one-seventh of one cent (1/7¢) per bushel for each day, or part thereof, during which the grain remains in good condition. Storage will be waived for ten (10) days from date of unload.
2	<u>CCC Interest</u>	Warehouseman may charge lower storage rates on grain pledged as security for a CCC price support loan. Storage will be waived for ten (10) days from date of unload.

**SECTION I**

**STORAGE CHARGES**

**Subsection B**

**Terms**

**Item**   **Subject**

1   Sound Grain Only

The above storage rates cover sound grain only. Terminal shall not be required to receive for storage grain which is out of condition or becoming so, or which is infested or adulterated. The storage rate on any such grain, which Elevator may agree to receive for storage, will be higher than the rate of storage provided for elsewhere herein, and the exact rate will depend upon the condition of the grain. Grain which, though sound when received, is going out of condition, may be dealt with by Elevator in accordance with regulations issued by the Secretary under and pursuant to the Act. In the event grain submitted for storage should become infested with insects during storage, Terminal reserves the right to fumigate the grain after delivery to receiving container pursuant to FGIS rules and regulations regarding such fumigation.

2   Responsibility

The responsibility of Terminal shall be deemed to commence when grain enters the elevating leg or unloading pit, and to cease when it leaves the loading spout.

3   Right of Transfer

Terminal reserves the right to transfer commingled storage grain at their expense for which receipts have, or have not, been issued, to another licensed warehouse for continued storage. Subject to terms and conditions derived by the Secretary, the Owner of the grain will receive delivery at this warehouse unless other mutually agreeable arrangements are made.

4   IP Storage

Grain will not be accepted for storage in, transferred to, or stored in "identity-preserved" bins unless Terminal's consent is procured and the necessary arrangements are made in advance. Charges for identity-preserved storage will be specified according to circumstances in each case.

5   Charges Start

Storage charge shall commence on the date of deposit of the grain and shall accrue to and include the first business day upon which all of the following have been done:

- (a) The warehouse receipt or receipts have been surrendered, properly endorsed for cancellation and accompanied by tender of all charges due, and include written instructions covering shipping and loading;
- (b) Vessels or barges chartered by the Owner of the warehouse receipt or receipts have been spotted at the dock of the warehouse; and

**SECTION I**

**STORAGE CHARGES**

**Subsection B**

**Terms**

**Item**   **Subject**

5   Charges Start (cont.)

(c)   The grain represented by such warehouse receipt or receipts has been loaded out of the warehouse by Terminal with due diligence;

provided, however, the notwithstanding performance of acts (a) and (b) immediately above by the Owner of the warehouse receipt or receipts, Terminal shall not be obligated to load out grain, nor shall storage charges terminate if, despite the exercise of due diligence, Terminal is prevented from loading out grain by strikes, work stoppage, riots, civil commotion, war, floods, acts of God, acts of government, or causes beyond Terminal's control. If Terminal shall fail to exercise due diligence in the loading of any such grain, storage charges shall accrue to, and include the first business day upon which all of the acts hereinabove required to be done by the Owner of the warehouse receipt or receipts, have been done.

6   Charges Due

Charges for storage and elevation shall be due and payable not later than upon surrender of the grain by Terminal.

7   Insurance

Insurance on all grain stored under this Schedule of Charges (excepting only grain stored for the United States of America or any agency thereof (the "U.S. Government") under Section II, Subsection A, Item 1, hereof, as to which the applicable contract will govern) will be carried by Terminal for the account of the depositor or Owner of the warehouse receipt against loss or damage by fire, lightning, tornado, inherent explosion, windstorm and cyclone for its full value, to the extent that such insurance is procurable. The depositor or Owner of the warehouse receipt shall reimburse Terminal for the actual cost of such insurance to Terminal at the time other lawful charges against, or on account of the grain are paid, or become payable. All amounts due to Terminal under this section will constitute a lien upon the grain, in the same manner as other lawful charges thereon.

8   Special Contracts

Pursuant to contract made in advance, Terminal will make space available to depositors for the storage and handling of specific quantities of grain for specific periods of time, at rates which shall not exceed normal tariff rates, excepting named special variety grains handled on an identity-preserved basis. Rates specified in such contracts shall be payable whether or not the space is utilized by the depositor. Subject to the limitations of the available space, Terminal will make such space available to all depositors on equal terms. Such contracts shall be subject to the approval of the Act Administration prior to execution thereof.

**SECTION I**

**STORAGE CHARGES**

**Subsection B**

**Terms**

**Item**   **Subject**  
9   Act Governs

All grain received is considered to be deposited for storage in accordance with the Act, unless the Owner of the grain or their Agent requests otherwise at, or prior to the time of its request. This Tariff is subject to the Regulations for Grain Warehouses promulgated by the Secretary under and pursuant to the Act.

10   Prepayment

Terminal reserves the right to require prepayment of any charges specified in this Tariff.

11   Interpretation

Terminal reserves the right to interpret and apply the Tariff at its own discretion.

12   Force Majeure

Terminal will undertake to furnish all services specified in this Tariff with reasonable promptness, but is not obligated to furnish services, nor is it liable for failure to do so in the event of Government intervention, labor troubles, war conditions, civil commotion or other causes beyond the control of Terminal.

**SECTION II**

**OTHER CHARGES**

**Subsection A**

**Government Loan Grain**

**Item**   **Subject**  
1   Contracts

Terminal may enter into contracts in writing with the U.S. Government, providing for special storage and service rates lower than the storage and service rates provided herein, applicable only to grain or a commodity defined in any such contract as grain, in which the U.S. Government, contracting with Terminal as aforesaid, has an interest.

**Subsection B**

**Intra-Elevator Grain Handling**

**Item**   **Subject**  
1   Transferring

A charge of one-half cent (1/2¢) per bushel will be made for transferring.

2   Mixing

A charge of one-half cent (1/2¢) per bushel will be made for mixing or blending more than one lot or grain into one lot or grade according to the Owner's instructions.

3   Screening

A charge of three cents (3¢) per bushel will be made for screening grain.

4   Fees

Inspection and weighing fees will be paid by the depositor or Owner of the grain, except as otherwise provided herein.

**SECTION II**

**OTHER CHARGES**

**Subsection C**

**Terms**

**Item**   **Subject**

1   Charges Due

Charges for services shall be due and payable upon their performance by Terminal.

2   Sound Grain Only

The charges stipulated above cover sound grain only. Charges for services not specifically provided for in this Tariff, and to grain other than sound grain, will be furnished upon application and commensurate with the extent and nature of the work involved.

3   Shrinkage

In the case of identity-preserved grain, all loss or shrinkage in handling will be for the account of the depositor, or Owner of the grain. Terminal shall not be responsible for any decrease in the number of net bushels, or increase in dockage due to the handling of the grain.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection A**

**Receiving**

**Item**   **Subject**

1   Rates

A charge of seven cents (7¢) per inbound bushel will be made for unloading grain in bulk into the warehouse from covered hopper cars or barges. A charge of \$1,200.00 per barge will be assessed to the shipper for all barges with roll top covers.

**Subsection B**

**Shipping**

**Item**   **Subject**

1   Rates

A charge of seven cents (7¢) per outbound bushel will be made for loading grain in bulk out of the warehouse into barges.

A charge of five cents (5¢) per outbound bushel will be made for loading grain in bulk out of the warehouse into vessels.

2   Stevedoring

The Terre Haute and Westwego Terminals will perform, or contract to perform, all stevedoring services except where the grain has been purchased on FOB delivery terms, in which case the vessel may contract for stevedoring services with the respective facility or with third parties meeting the requirements of this Tariff (See Section III, Subsection E). The vessel's Owner or Agent to contact Terminal Management on qualifying stevedores.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection B**

**Shipping**

**Item**   **Subject**

3   Straight-Time   Straight-time work shall be between the hours of 8:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays, and holidays.

4   Holidays   Holidays shall be:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
All Saints Day	New Year's Eve Day
Juneteenth	Easter Sunday

and any other days designated as holidays by the State of Louisiana, the U.S. Government or other governmental authority having lawful jurisdiction, and all holidays designated by BIMCO, which are not included above. Terminal reserves the right at its discretion, upon not less than seven (7) days notice to declare other special holidays in addition to those listed above. Should any of the stipulated holidays fall on a Sunday, the following Monday shall be deemed as that holiday. If a holiday falls on a Saturday or Sunday, the Holiday(s) shall be observed bases the chart below:

Actual Holiday(s)	Also Observed as Holiday(s)
Saturday	Friday
Friday & Saturday	Thursday
Saturday & Sunday	Friday & Monday
Sunday	Monday
Sunday & Monday	Tuesday

5   Overtime   Overtime hours shall be all those hours not included in Item 3, above.

6   Possible Increase   Overtime rates are based on, and subject to, present wage scales and working conditions existing at the Terminal. In the event of an increase in such wage scales, or a change in present working conditions in addition to the overtime expense of operating the Terminal, the rates specified herein shall be proportionately increased.

7   Overtime Rate   The overtime rate shall be \$1,600.00 per plant overtime hour. This rate shall include the cost of overtime charges for the licensed grain inspectors and weighing supervisors. A minimum charge of eight (8) hours shall be applicable if a new crew is used or ordered.



**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection B**

**Shipping**

**Item**   **Subject**

- |    |  |   |
|----|--|---|
| 8  | <u>Overtime Deadline</u>                             | Vessels requesting overtime should do so not later than 11:00 a.m. the day proceeding a weekend or holiday.   |
| 9  | <u>Ordering Overtime</u>                             | Terminal may order a vessel to work overtime at the vessel's expense whenever:<br><br>(a) Other vessels are waiting to load, or<br><br>(b) Terminal anticipates that other vessels will be waiting to load when the overtime period in question begins, or<br><br>(c) The Terminal is threatened with congestion.   |
| 10 | <u>Overtime Includes</u>                             | Such expense shall include the overtime charges of the Terminal. The vessel is further obligated, at its expense, to hire the necessary labor to work such ordered overtime.  |
| 11 | <u>Overtime Rules</u>                                | Should a vessel not desire to work overtime when ordered, it shall lose its turn in favor of the next vessel, in order, that does desire to work overtime. This next vessel shall retain the berth through subsequent straight-time periods and subsequent overtime periods for which it is willing to pay overtime. The Terminal may order a vessel in berth to vacate if it refuses to pay overtime. Any vessel losing its turn shall be entitled to a berth when first available thereafter, subject to losing its turn again, as above, if unwilling to work overtime. The Terminal shall not be forced to work overtime even if requested by the vessel or their Agents. |
| 12 | <u>Rain, Fog, &amp; Other Weather-Related Delays</u> | Rain, fog, and other weather-related delays for official time keeping purposes will be kept by independent port sources, Terminal control room, stevedores, or by independent guard service employed by the Terminal.   |
| 13 | <u>Pollution Control Laws</u>                        | Vessels shall comply with all applicable air pollution laws, which require that vessel operations, including but not limited to, vessel smokestack emissions, do not violate applicable air emissions limitations.  |



**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection B**

**Shipping**

**Item**   **Subject**

14   Terminal Access

Landing of helicopters on Terminal property is strictly prohibited.

15   Fresh Water

Potable water will be supplied from shipside connections at Master's request, when available. Water will be supplied to the vessel at a charge of five dollars (\$5.00) per short ton, with a minimum charge of one thousand dollars (\$1,000.00) regardless of the amount supplied. The Terminal will supply the water to the wharf valves, and the vessel shall supply all lines needed to carry water from these valves to the vessel. Terminal makes no warranties concerning, and shall assume no liability for, the quality of the water supplied.

16   Security Fee

Due to the cost of implementing and complying with the Maritime Transportation Security Act of 2002 as codified in 46 U.S.C. §§ 70101 et. seq. and the implementing regulations at 33 C.F.R. §§ 101 et. seq. Terminal will assess a security charge of \$1,700.00 per vessel calling at the Terre Haute and Westwego Terminals.

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

1   Berth Application

All vessels intending to receive cargo at the Terminal shall, prior to loading, but after anchoring in accordance with Section III, Subsection C, Item 3, "file" (meaning, present in person) a written application for berth, in duplicate, at the office of the Terminal Management, in duplicate, on forms supplied by Terminal. By filing the berth application, the vessel represents and warrants at the time of filing (as set forth in the berth application) that the vessel:

- (a) Is duly entered with United States Custom and Border Protection;
- (b) Has certificates showing that its cargo handling gear, if any, meets the gear certification requirements of 29 C.F.R. §§ 1918 et. seq. (Safety & Health Regulations for Longshoring);

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

1   Berth Application  
(cont.)

- (c) Is accepted under the charter party of the charterer, or alternatively have permission from the charterer to commence loading prior to formal acceptance;
- (d) Is in compliance with the vessel security requirements of the Maritime Transportation Security Act of 2002 as codified in 46 U.S.C. §§ 70101 et. seq. and the implementing regulations at 33 C.F.R. §§ 101 et. seq;
- (e) Is, at the time of filing this berth application, anchored at the location set forth in Section III, Subsection C, Item 3 below, is ready in all respects to load the intended cargo and has tendered a written, valid Notice of Readiness;
- (f) If vessel is loading more than one hold of by-product, need vessel to confirm by or before filing this berth application of vessels ability or inability to safely accommodate two (2) floating rigs/cranes while alongside terminal without interrupting terminal operations.

Applicant agrees that the vessel will defend, indemnify, and reimburse Terminal for and against any claim, suit, or loss Terminal may suffer as a result of a breach of any of these warranties or as a result of the acts or omissions of the applicant, or the applicant's Agents, contractors, or invitees.

2   Legal Effect

Upon vessel's filing, in duplicate, of the berth application, and upon Terminal's acceptance thereof, a contract shall have been entered into between Terminal and the vessel, pursuant to which the parties agree that they shall be bound by the terms and conditions set forth in this Tariff.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

<b><u>Item</u></b>	<b><u>Subject</u></b>
3	<u>Anchorage Requirements</u>

A vessel desiring berth at the Westwego or Terre Haute Terminals must, prior to filing its berth application (per Section II, Subsection C, Item 1, above), anchor at the nearest anchorage to the intended Elevator within the following respective areas (each area, an “Anchorage Range”), and state its anchorage position on the berth application:

<b><u>Intended Elevator</u></b>	<b><u>Anchorage Area</u></b>
Terre Haute	Grandview Anchorage/Bonnet Carre Anchorage
Westwego	Kenner Bend Anchorage/12 Mile Anchorage

In the event no anchorages, including layberths, in the applicable Anchorage Range are available, and the vessel nevertheless files its Berth Application from outside the Anchorage Range, then vessel accepts responsibility and shall in fact be responsible for all Dead Berth charges that may result if vessel fails to arrive at berth within the specified two hours as required by Section III, Subsection C Item 4. As soon as an anchorage, including layberths, in the applicable Anchorage Range becomes available, the vessel must shift to such newly available anchorage (and will be responsible for any and all shifting costs).

Vessels electing to file from an anchorage above the respective Terminal but within that Terminal’s Anchorage Range, will be responsible for any and all shifting costs.

In the event a vessel fails to comply with these requirements (a “noncompliant vessel”), and another vessel or vessels, although filed later, are anchored at the closest anchorage available in the applicable Anchorage Range (each a “compliant vessel”), then Terminal may, at its discretion, bypass the noncompliant vessel if, in Terminal’s judgment, loss of berth time may be avoided thereby.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

4   Dead Berth Charge

In the event a vessel is ordered to berth and does not arrive within two (2) hours from the time of the order, the vessel shall be liable for a dead berth charge of \$8,000.00 for each hour or fraction thereof that the berth remains unoccupied by the vessel or a substitute vessel (the "Dead Berth Charge"). Terminal may call a substitute vessel to the berth when, in Terminal's discretion, it has reasonable grounds to believe that the vessel called will not be able to moor in berth within the two (2) hour period after the initial order or, in Terminal's discretion, within a reasonable period after the end of the two (2) hour period. The Dead Berth Charge applies notwithstanding the reason for the delay, whether due to river current, or river bottom conditions, or any other event or cause, even if the event or cause is beyond the vessel's control. Terminal makes no warranty concerning the safety of any anchorage, including any anchorage in the anchorage areas identified in Section III, Subsection C, Item 3, above. This Dead Berth Charge is intended to compensate the elevator for time lost in operating and elevating goods. At Terminal's discretion, this Dead Berth Charge shall also apply if vessel has refused or otherwise interfered with loading operations. As actual damages incurred for time lost are substantial, but difficult to determine for any hour of time lost, the Dead Berth Charge is assessed as liquidated damages.

5   Berth Assignment

- (a) Except as otherwise provided in this Tariff, vessels shall be assigned a berth in the chronological order in which all the following have been filed at (meaning delivered in person) and accepted by the office of the Terminal Management, thereby establishing loading order:
- (1) The original berth application described in Section III, Subsection C, Item 1, above, and loading sequence;
  - (2) A Certificate of Readiness or Certificate of Cleanliness, which ever applies, issued by the local National Cargo Bureau, Inc. (NCB) representative showing vessel's readiness to load in all compartments, and specifying the exact location of all bins and feeders. Any change in a vessel's Certificate of Readiness, or Certificate of Cleanliness, after filing, may result in vessel's loss of position in loading sequence. Should this occur after berthing, Terminal may require the vessel to vacate the berth at the vessel's expense;

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

5   Berth Assignment  
(cont.)

- (3) An Official Stowage Examination Certificate issued by FGIS, New Orleans Field Office at Destrehan, Louisiana. All such certificates must certify that all cargo compartments are free of insect infestation and objectionable odor, and are clean, dry, and fit for the intended cargo;
- (b) Notwithstanding the foregoing:
- (1) If a vessel is allowed to berth for its initial USDA and NCB inspections and the vessel fails one or both inspections in berth, lay time will not commence. Vessel must re-file its berth application, USDA Stowage Examination Certificate and/or NCB Certificate of Readiness or NCB Certificate of Cleanliness, and Terminal Management may, at its discretion, order vessel to vacate the berth and impose the Dead Berth Charge.
- (2) If a vessel has passed inspection at anchorage and subsequently fails USDA inspection at berth (considered the final governing inspection), lay time will be suspended until the problem is rectified. If the problem is not rectified to Terminal's satisfaction from time of rejection, Terminal may cancel the vessel's filing and/or order the vessel to vacate the berth. The vessel must then re-file with the Terminal and take a position in the Terminal line-up based upon the new filing time.
- (c) The documents described in Section III, Subsection C, Items 1-5 above, that are to be filed with the Terminal, must be presented and filed in person simultaneously at the office of the Terminal Management between the hours of 9:00 a.m. and 4:00 p.m. Monday through Fridays (local load port time), and between 9:00 a.m. and 12:00 noon on Saturdays (local load port time). Sundays and holidays as described in this Tariff are excluded as filing days. Work papers are not acceptable substitutes for the documents required to be filed.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

5   Berth Assignment  
(cont.)

- (d) If a vessel has to wait for a loading berth in excess of seven (7) days, the vessel may, at the discretion of the Terminal, be required to be re-inspected and passed entirely by the inspection service performing the initial inspections for USDA Stowage Examination Certificate and/or the NCB Certificate of Readiness or NCB Certificate of Cleanliness. Vessel's original position in the Terminal lineup will be maintained if vessel passes all inspections. In the event the vessel fails to pass, the vessel retains the right to berth at the next available time after passing, subject to all other provisions of this Tariff and/or NCB Certificate of Readiness or NCB Certificate of Cleanliness.
- (e) Further, Terminal has the right to assign any vessel to load at its Liquids Terminal berth in Terre Haute, Louisiana, at the CCI Reserve Buoys near Laplace, Louisiana, and to load such vessel using a floating crane rig or by any other means. Any such grain byproduct vessel assigned to load at either the Liquids Terminal berth or at the CCI Reserve and Azalea buoys at the direction of Terminal is subject to all terms and conditions of this Tariff.

6   Stowage Plans

At the time the berth application for the vessel is filed with the Terminal, the Vessel Agent of record will file with the office of the Terminal Management, a copy of the International Tonnage Certificate, a copy of the final stowage plan for the vessel as approved by the Master ("Stowage Plan"), and a copy of the NCB Grain Stability Calculation, Ship and Cargo Calculations, Fuel and Water Calculation, Heeling Moment Calculation, Stability Summary, and Loading Sequence Forms. The Stowage Plan shall show the quantities of all commodities to be loaded in the individual compartments, and shall include information as to slack holds, whether additional cargo is to be loaded in holds used at other facilities, and whether separations will be required. The Stowage Plan must also indicate the need for bundling or strapping and must comply with Section III, Subsection C, Item 24 Fumigation of this Tariff. Any changes to the Stowage Plan made after filing must be approved by the Master and NCB. Such changes and approvals must also be provided to and approved by the office of the Terminal Management, in writing. In the event of a change to the Stowage Plan after filing, a \$3,500.00 Stowage Plan Change Charge may be charged to the vessel and due in accordance with this Tariff. Any delays or increased costs to Terminal resulting from a change to the Stowage Plan after filing, and not otherwise covered by this Tariff, may also will be charged to the vessel.

7   Terminal May Change  
Turn

Terminal, in its sole discretion, may change the turn of vessels whether berthed or not, or assign a berth to vessels passed in specific compartments, when confronted by an urgent need to receive or ship a particular grade or kind of grain or when, in its judgment, conditions at the dock or in the Terminal will be facilitated thereby.



**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**    **Subject**

8    Notice to Terminal

After filing at the Terminal, the vessel must inform Terminal Management immediately if any event renders the vessel not ready for loading in all respects, or not able to come to berth when called. This shall include, but is not limited to, bunkering, repairing, U.S. Coast Guard restrictions or arrest, vessel class issues, etc. In such events Terminal Management may in its sole discretion, change the vessels position in the lineup, cancel its filing, suspend laytime and/or impose dead Berth Charges.

9    Strikes

If a strike or other labor disturbance involving a vessel at berth or waiting for berth (whether by the vessel's crew or otherwise) will, in Terminal's judgment, tie up or impede operations at the dock, Terminal may order such vessel out of berth or refuse to accept it at the berth.

10    Vacate the Berth

At any time, Terminal may order any vessel in berth to vacate the berth as provided in any other part of this Tariff, or if in Terminal's opinion: (i) weather conditions warrant, with the berth to remain vacated- until such time as Terminal deems weather conditions to have sufficiently improved to permit the vessel to return to berth: (ii) vessel is not continuously ready to receive grain at a full normal rate throughout the entire time in berth; or (iii) vessel is unable or refuses to load, for any reason whatsoever, or (iv) vessel has completed loading. In such event, Terminal will notify the vessel to vacate the berth. Vessel must vacate the berth within two (2) hours of its receipt of such notice. If vessel fails or refuses to vacate when so ordered for whatever reason, vessel must be shifted to any applicable anchorage or layberth in the Anchorage Range, and Terminal shall be entitled to charge and recover as liquidated damages \$8,000.00 per hour for each hour, or fraction thereof, commencing two (2) hours after vessel's receipt of the notice to vacate, until vessel leaves berth regardless of intervening circumstances of any nature. Appropriate officers and crew shall be maintained on board at all times to enable vessel to leave the berth. Any expenses incurred in vacating and re-berthing will be for the vessel's account. The parties agree that this amount represents a minimum estimate of damages to Terminal because of the failure or refusal to vacate. This charge shall not constitute a waiver by Terminal of the greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Such failure or refusal to vacate shall constitute a trespass entitling Terminal to compel removal from the berth.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

- |    |                                      |  |
|----|--------------------------------------|--|
| 11 | <u>Refusal or Inability to Berth</u> | If, after filing a Berth Application and being ordered to the berth by Terminal Management, a vessel is unable or refuses to accept the berth for any reason whatsoever or otherwise fails to comply with this Tariff, Terminal Management may, in its sole discretion, cancel the filing. If the filing is cancelled, the vessel must re-file a complete original Berth Application, and will be assigned a rotation in the Terminal line-up based on the new filing time. If the filing is not cancelled, lay time will stop at the time the berth is refused and will not commence until the vessel actually commences loading. Any cost incurred by the Terminal due to the vessel's refusal or inability to take the berth shall be for the vessel's account. |
| 12 | <u>Gangway, Lights, Crew</u>         | Upon berthing, vessels shall immediately and at all times provide a safe and adequate gangway from the vessel to the dock, adequate lighting equipment, rodent control shields on all mooring lines, and safe and clear deck access free from dunnage, and appropriate officers and crew aboard to permit receipt of cargo at any time of the day or night, including Saturdays, Sundays, and holidays. Failing this, Terminal may order the vessel to vacate the berth.   |
| 13 | <u>Liability</u>                     | Terminal shall not be liable for demurrage, damages for delay, detention, or loss of dispatch time incurred by any other party for any cause, other than where caused solely and directly by the negligent acts of Terminal; nor shall Terminal be in any way liable for losses, costs or expenses related to or arising out of Terminal's insistence on, or adherence to, any provisions in this Tariff.  |
| 14 | <u>Losses and Damages</u>            | Terminal assumes no responsibility whatsoever for marine or other types of losses or damages to vessel or their contents during vessels entire time within the load port, this includes transit within the load port, while vessel is at anchorage, transit to/from the berth, while vessels are moored at the loading berth, loading or awaiting loading instructions and departure of vessel from loading berth/port, except to the extent such losses or damages result solely and directly from negligence of Terminal.  |
| 15 | <u>User Liability</u>                | A "user" of the Terminal for purposes of this Tariff includes, but is not limited to, vessel Owner and its employees (including the Master and crew), Agents, representatives, guests, invitees, and contractors retained directly or indirectly by vessel for any purpose including, but not limited to, the supplying, servicing, repairing, inspecting, or surveying of the vessel or cargo.  |

All users of the Terminal, including without limitation the Master, officers, and crew of any vessel and their Agents and representatives, must comply with all Terminal rules and policies, including, but not limited to, rules and policies concerning safety, security, and the maintenance of a harassment-free work environment. These policies are available for inspection or copying at the Terminal offices.



**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

15   User Liability  
(cont.)

Any user causing damage to or destruction of Terminal's property or equipment shall be liable for the cost and expenses of restoration, replacement, repair, and any loss of revenue to Terminal caused thereby. Terminal reserves the right to repair, contract for same, or otherwise cause to be repaired, any and all damages, at the expense of the user.

Vessel Owner will indemnify, defend and hold harmless Terminal, its successors and assigns, and its employees, Agents, directors, officers, representatives and affiliates, from and against all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees and court costs), or injuries (or death) to any persons or property arising out of or resulting from: (i) the acts or omissions of any user; (ii) the use of, occupancy, and/or presence upon the Terminal facility by any user; (iii) the breach by any user of any obligation or covenant contained in this Tariff, including the failure of any user to comply with the Terminal policies and procedures; and/or (iv) any user's negligence, misconduct, illegal activity, or failure to observe applicable laws or regulations. Notwithstanding the foregoing, Vessel Owner shall not be responsible for losses resulting solely and directly from the negligence of Terminal.

16   Fire Signal

In the event of fire occurring on board any vessel while in berth, such vessels shall sound five (5) prolonged blasts of the whistle or siren as an alarm, indicating fire on board or at the berth to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitution, but may be used in addition, to other means of reporting a fire.

17   Shifting Costs

Shifting costs for coming in and out of berth, occasioned at the berth in order to receive cargo, whether under the provisions set forth above or otherwise, shall be at the vessel's expense. During all docking and undocking operations, shifting in berth, or during the course of loading operations, the vessel shall provide adequate tug service in accordance with tug service provisions (Section III, Subsection D) to insure that no undue hazard is caused to Terminal's facility.

18   Payment

Terms are automated clearing house ("ACH") or cash (with Terminal's consent), with all charges being due and payable as they accrue. Vessel, directly or through its local Agent of record, is responsible for depositing with the Terminal or its business office, a sum determined by Terminal for estimated services including, but not limited to, dockage, line handling and tug service. If such deposit is

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**  
18   Payment  
      (cont.)

not made, Terminal reserves the right to bypass the vessel with the next available vessel until such time as the above requirement is met. All charges in excess of the deposit are due and payable upon completion of vessel loading. All charges in excess of the deposit shall be refunded promptly after completion of loading and vessel having vacated the berth. If payment of the vessel obligations is not made within thirty (30) days after invoicing date, interest from invoice date will be charged at the New York prime rate plus one percent (1%), but not to exceed the maximum rate allowed in this State for obligations incurred under written contracts. The responsibility for the payment of all charges shall be that of the local Agent of record for the vessel. The Terminal reserves the right to deny use of the facility to those failing to comply with payment requirements, as stated above.

19   Fitting Operations

Vessel loading will not be permitted to engage in fitting operations, including strapping or bundling, while in berth. In the event a vessel must be partially loaded before all such operations can be completed, the vessel will be required to vacate the berth and return after completion of fitting operations, with all shifting expenses for the account of the vessel Owners. Vessels requiring strapping or bundling must advise the Terminal at filing of berth application, and present a stowage plan illustrating same.

20   Tankers & Bulk Ore  
      Carriers, Oil Bulk Ore  
      Carriers

In addition to the USDA Stowage Examination Certificate and NCB Certificate of Readiness, or NCB Certificate of Cleanliness, whichever applies, all tankers and Bulk Ore Carriers, or Oil Bulk Ore Carriers presenting themselves to load at the Terminal, must also obtain USDA Certificates showing that all compartments are ready for loading, and a Gas Free Certificate showing that it is completely free of petroleum odor.

Should the vessel be delayed in loading due to congestion/delays at the Terminal between the time of filing a berth application and the time when berth becomes available, new USDA and/or NCB certificates will be required prior to the vessel being permitted to dock and commence loading.

Thereafter, if loading operations should cease, or be interrupted due to petroleum odor emanating from the vessel or vessel's compartments, or due to any other reason attributable to the condition of the vessel or its suitability to receive grain or oil, vessel will forthwith:

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item Subject**

20 Tankers & Bulk Ore  
Carriers, Oil Bulk Ore  
Carriers (cont.)

- (a) Immediately vacate the loading berth at the Owner's expense;
- (b) Issue a clean mate's receipt for the cargo already loaded.

Owners, Master, and Agents guarantee the above by virtue of signing and filing their berth application with the Terminal, and failing to do so will result in the vessel not being permitted to berth.

Prior to berthing, vessels loading at Terminal's facility(ies) must be in compliance with the Oil Pollution Act of 1990 (OPA), the Federal Water Pollution Control Act (FWCPA), and state and local laws and requirements pertaining to pollution liability, spills, containment, control and procedures.

21 Misc. Costs/Losses/  
Expenses

All costs, losses, and expenses attributed to an oil spill from, or an incident caused by a vessel, will be for the vessel's account.

22 Vessel Loading

The Owners, Master, and Agents will insure that the vessel is loaded in such a manner as to remain in safe seaworthy trim throughout the loading operation to permit shifting out of berth should it become necessary. The elevator is fully capable of loading a full feed through two (2) and/or three (3) spouts at all times. For those vessels whose loading sequences and/or stowage require one (1) spout loading or loading at a reduced rate, a charge of \$4,000.00 per hour or fraction thereof, will be assessed during the time such restricted loading takes place. Once the vessel has notified the Terminal that the loading of a given lot or vessel hold is complete, the vessel shall not request Terminal to load additional cargo relating to such completed lot or hold, the Terminal shall have no obligation to load any such additional cargo, and the Terminal shall have no liability whatsoever, including but not limited to dead freight charges, to vessel or others in the event Terminal refuses to load additional cargo relating to a lot or hold that was previously declared complete.

23 Ballast

If a vessel loading grain at the Terminal finds it necessary to discharge or shift ballast or clean or dry cargo holds, such actions must be planned sufficiently in advance so that loading, completion, or departure will not be delayed. Any delays resulting from failure to pre-plan as described above, or failure to pre-advise Terminal accordingly, will be charged against the Vessel Owners at the rate of \$8,000.00 per hour, or fraction thereof, that loading is delayed thereby. In addition any time spent cleaning or drying holds will not be counted as lay time or time on demurrage.

24 Fumigation

The Owners, Master, and Agents of vessels berthing at the Terminal authorize ship hold fumigation of the cargo in the normal manner as described by FGIS regulations, and warrant that such vessels are suitable for such fumigation.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

24   Fumigation  
(cont.)

Vessel Owners, Master, and Agents further agree not to arrange for fumigation independently of Terminal.

Only State of Louisiana licensed fumigators, who are approved by Terminal shall be permitted to perform fumigation services.

25   Vessel Bunkering

Bunkering in berth is not allowed.

26   Dockage

Dockage shall be calculated and charged based upon the highest gross registered tonnage as reflected in Lloyd's Register of Shipping or Rightship.

Dockage on all Self Trimming Bulk Carriers, as defined in Lloyd's Register of Shipping or Rightship, will be assessed at a rate of \$3.95 per gross registered metric ton for the duration of the loading.

Dockage on vessels that include (but not limited to) stanchions, kingpoles, booms or other fixed structures that impedes with the normal movement of Terminal's shiploading equipment will be assessed at a rate of \$4.45 per gross registered metric ton for the duration of the loading.

Dockage on all other vessels not listed as Self Trimming Bulk Carriers in Lloyd's Register of Shipping or Rightship will be assessed at a rate of \$4.45 per gross registered metric ton for the duration of loading. This rate will also apply to vessels that do not load as Self Trimming Bulk Carriers.

Minimum contingency fee of \$24,000.00 will be assessed all vessels. If not used, Terminal will refund. Minimum dockage charge assessed vessels will be \$32,000.00.

27   Line Handling

Mooring lines will be handled only by authorized line handlers who comply with Terminal safety regulations, and who are authorized in advance by Terminal Management. Vessel will be charged at a rate of \$1,450.00 each time the lines are handled by the linesman on the dock. In addition, there will be a 5% high water surcharge when the river is above 12.0 on the Carrollton gauge.

28   Dust Reducing  
Tarpaulins

Each vessel will be charged \$500.00 per hold for use of tarpaulins that Terminal, in its sole discretion, deems necessary to reduce dust emissions.

29   Vessel Waste Disposal

In order to comply with the laws governing vessel waste disposal, Terminal Management must receive twenty-four (24) hour written preadvise by any vessel requesting garbage disposal while at berth. Garbage reception charge shall be the actual cost to Terminal for disposal, plus fifty percent (50%).

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berthing Terms**

**Item**   **Subject**

29   Vessel Waste Disposal  
(cont.)

Vessel Owner(s) and their Agent(s) represent and warrant that only garbage, as defined in 33 C.F.R., § 158.120, shall be placed into the garbage receptacles, or otherwise tendered to Terminal for disposal. In the event any hazardous or medical wastes, as defined by Federal, State, or local laws or regulations, are placed into the garbage receptacles, or are otherwise tendered to Terminal by the vessel, vessel Owner(s) and Agent(s) agree, jointly and severally, to reimburse Terminal for all costs relating to the disposal of such wastes in accordance with Federal and State Law, including any legal fees or other incidental fees related to the testing or disposal of the waste. Vessel Owner(s) and Agent(s), also jointly and severally, agree to reimburse Terminal for any fines, penalties, and costs resulting from the attempted improper disposal of hazardous or medical waste.

30   Trimming

A charge of \$3,000.00 per hold will be assessed to vessel if “spoon” trimmed or if spout trimmed at a reduced rate into wing spaces or bleeders. Advance payment to be based on estimated number of holds trimmed. Vessels in excess of 106-foot beam will receive “spoon” trimming at vessel expense to facilitate loading.

No machine trimming or hand/shovel trimming allowed.

31   Draft Surveys

Each vessel loading at the Terminal will be allowed one (1), thirty (30) minute period for all draft surveys, and for checking the stability, free of charge. Any delay in excess of the one (1), thirty (30) minute period used by the vessel will (i) be charged to the vessel and/or Owner(s) at the rate of \$8,000.00 for each thirty (30) minute period, or fraction thereof, and (ii) will not count as lay time or time on demurrage. This shall include delays due to draft surveys and/or calculations performed by the vessel’s crew, independent surveyors and/or surveyors of the NCB. The delay time for these surveys will be monitored by the stevedore on board the vessel and their calculation, absent obvious error, will be final. The delay time will start counting once cargo stops pouring inside a cargo hold in order to perform the draft survey, and will end once cargo resumes pouring inside a cargo hold following completion of the draft survey or the Master indicates in writing that normal vessel operations can continue.

32   Pontoons

Vessels utilizing “pontoon” hatch covers shall be subject to an additional charge of one dollar (\$1.00) per long ton of cargo.

Vessels must notify the Terminal no later than the presentation of Berth Application if pontoon hatch covers will be utilized.



**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection C**

**Berth Terms**

**Item**   **Subject**

33   Stores Delivery

The delivery of stores and supplies to the vessel will not be permitted across Terminal's dock and may only be made by launch. Terminal reserves the right to forbid any stores delivery in a situation which, in its sole judgment, interferes with operations, or presents safety or environmental risk, or conflicts or is restricted or prohibited by applicable laws. Without limiting its general application to all users under this Tariff, the User Liability clause in Section III, Subsection C, Item 15, applies to the vessel and any person participating in the delivery of stores and supplies to the vessel.

34   Hot Work

Without the express written approval of the Terminal Manager or Plant Superintendent, there shall be no work or repairs of any nature on a vessel in berth when such work or repair may involve welding, burning, scraping or hot work, or any work, activity or repair where there may be a possibility of spark. The vessel will be held fully responsible for any violations of this regulation.

35   Vessel Equipment

Vessel is responsible for providing qualified personnel necessary to operate vessel equipment, including but not limited to, operating vessel cranes and hatch covers. In addition to remedies set forth in Section III, Subsection C, Item 10, Terminal may suspend lay time for any delay in loading vessel due to insufficient personnel to operate vessel equipment. If local service providers are hired to operate vessel equipment or seal the hatches, vessel must notify Terminal Management in advance identifying the service provider and what services will be performed. Any delays resulting from failure to pre-plan as described above, or failure to pre-advise Terminal accordingly, will be charged against the Vessel Owners at the rate of \$8,000.00 per hour, or fraction thereof, that loading is delayed thereby.

36   Safe Access

Vessel is to furnish at all times while in berth, safe access onboard in accordance with United States Department of Labor and/or U.S. Coast Guard and/or FGIS standards ("safe access"). Any delay (including FGIS final inspection delays) resulting by failing to furnish safe access aboard, the vessel will be charged \$8,000.00 per hour or fraction thereof, until approved safe access is provided.

Vessel shall at all times provide safe access to holds including, but not limited to, requirements for leveling, tractor, loading, unloading of separation materials and equipment. If non-compliant, the vessel may be ordered off berth at its expense including, but not limited to, lost lay time.

At all times vessel decks must be free from obstructions to both stevedoring personnel and stevedoring equipment. These obstructions include but are not limited to: loose cargo, supplies, fixed or movable vessel equipment (kingpoles, stanchions, booms, conveyors, etc.). Vessels found to have equipment that obstructs or delays Terminal spout access or movement between holds will be subject to non-STBC dockage charges as outlined in Section III, Subsection C, Item 26.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection D**

**Tug Terms**

**Item**   **Subject**

1   Designated Tug Company

All tug service to be used by vessels at the Terminal must be arranged through the tug service company identified by the facility (currently E. N. Bisso & Son, Inc.) (the “Designated Tug Company”). The Designated Tug Company shall be used for all necessary tug assistance, including vessel docking, undocking, shifting while in berth, or while lying at the berth. Other tug service companies may only be used with the express prior consent of Terminal.

2   Number of Tugs

The number and characteristics of the tugs used shall be at the discretion of the vessel and/or pilot. However, Terminal reserves the right in its sole discretion to require additional tugs and/or hold-in tugs to be in attendance to ensure the safety of the Terminal, and all such costs incurred are for the vessel’s account.

3   Terminal Tug Rates

Vessel Agents will be solely responsible for arranging for tug services from the Designated Tug Company. All tug services shall be at the vessel’s expense. The following rates shall apply for tug services:

Docking & Undocking & Shifting Alongside Berth: The rate for such services provided to all vessels calling at Terminal’s facility(ies) is equal to seventy-three percent (73%) of: (i) the zone charge, and (ii) Gross Registered Ton charge set forth in the general tariff or fee schedule of the Designated Tug Company, as follows:

<u>Charge Type</u>	<u>Designated Tug Company Charge</u>	<u>Multiplied by</u>	<u>Equals Elevator Charge</u>
<u>Zone Charge</u>	Terre Haute: \$5,195.00 per tug Westwego: \$4,600.00 per tug	x 73% x 73%	\$3,792.35 per tug \$3,358.00 per tug
<u>GRT Charge</u>	\$38.00 per 1000 GRT (rounded up to the nearest 1000 GRT)	x 73%	\$27.74/1000 GRT

<u>Fuel Surcharge</u>	See “Designated Tug Company’s” Fuel Surcharge Table and Terms (as set forth in “Designated Tug Company’s” general tariff or fee schedule). Fuel Surcharge Table and Terms are subject to change pursuant to “Designated Tug Company’s” general tariff or fee schedule at the time the service is performed.
-----------------------	---

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection D**

**Tug Terms**

**Item**   **Subject**

3   Terminal Tug  
Rates (cont.)

Other tug assist charges:

<u>Charge Type</u>	<u>Designated Tug Company Charge = Elevator Charge</u>
<u>Standby Time</u>	\$1,125.00 per hour per tug
<u>Hold-in Tugs</u>	\$1,245.00 per hour per tug unless tractor tug specifically requested. Then hold in tug rate is \$1,470.00 per hour per tug
<u>Reporting Charges</u>	75% of billing charge
<u>Fuel Surcharge</u>	See Designated Tug Company's Fuel Surcharge Table and Terms (set forth in Designated Tug Company's general tariff or fee schedule)
<u>Other Tug Service</u>	\$1,245.00 per hour per tug unless tractor tug specifically requested. The hold in tug rate is \$1,470.00 per hour per tug.

- 4   Vessel Deposit of Funds   All vessels will be required to deposit with Elevator funds sufficient to cover the use of the proper number of tugs (as determined by the facility based on the current conditions) for entering the berth, leaving the berth, and any additional anticipated tug usage. Funds must be deposited via ACH before the filing of a Berth Application. Elevator shall pay the tug service company on behalf of the vessel with the deposited funds, and shall return to the vessel Agents any deposit in excess of the charges actually incurred by the vessel.
- 5   Disclaimer of Liability   Notwithstanding the requirements herein, Elevator shall not be liable for any costs, expenses, damages or delays caused by the acts or omissions of the Designated Tug Company, the vessel or the vessel pilot.



**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection E**

**Stevedore Terms**

**Item**   **Subject**

1   Stevedore Rules

This Subsection E is applicable only when the vessel contracts for a third party (“Stevedore”) to provide stevedoring services (“Stevedoring Services”), pursuant to Section III, Subsection B, herein.

2   Standard of Care

Stevedore represents and warrants that Stevedoring Services will be conducted under proper and adequate supervision, and in a good and workmanlike manner consistent with prudent industry practices. Consistent with this standard of care, Stevedores will perform stevedoring operations so as to prevent injury to, or death of any person, and damage to or destruction, or loss of property, whether of Terminal, of the vessel being stevedored, or of third parties, and to utilize available equipment and take all reasonable steps to minimize dust emissions during loading. Stevedores will comply with all safety rules in effect at the Terminals.

3   Care in Operations,  
Insurance

Stevedores will indemnify, defend and hold harmless Terminal, its successors and assigns, and its employees, Agents, directors, officers, representatives and affiliates, from and against all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys’ fees and court costs), or injuries (or death) to any persons or property arising out of or resulting from: (i) the acts or emissions of any Stevedore (for purposes of this Section “Stevedore” shall include its affiliates, employees, contractors, Agents), (ii) the use of, occupancy, and/or presence upon the Terminal by any Stevedore; (iii) the breach by any Stevedore of any obligation or covenant contained in this Tariff or Stevedore Agreement, including the failure of any user to comply with Terminal policies and procedures; and/or (iv) any Stevedore’s acts, omissions, negligence, misconduct, illegal activity, or failure to observe applicable laws or regulations. Notwithstanding the foregoing, Stevedore shall not be responsible for losses resulting solely and directly from the negligence of Cargill.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection E**

**Stevedore Terms**

<b><u>Item</u></b>	<b><u>Subject</u></b>
4	<u>Insurance</u>

Stevedores will provide to Elevator prior to work commencing policies of insurance protecting in part against such liability with limits of at least the following:

- (a) Workmen's Compensation – as required by law including coverage as required by the Federal Longshoremen's and Harbor Worker's Compensation Act;
- (b) Employer's Liability coverage with limits of \$1,000,000.00;
- (c) Auto Liability with combined single limits of \$1,000,000.00;
- (d) Commercial General Liability coverage, with the watercraft exclusion deleted, and including contractual liability with \$1,000,000.00 limits of liability;
- (e) Stevedore's liability with a limit of \$1,000,000.00 per occurrence;
- (f) Excess Liability with a limit of \$4,000,000.00 per occurrence in excess of each of the above coverages or combined primary and excess limits of \$5,000,000.00.

Stevedore agrees that its policies will be primary without right of contribution from Terminal or its insurance policies. Stevedore further agrees to waive its right of subrogation against Terminal. The above insurances will not be invalidated for Terminal by any action, inaction or negligence of the insured.

Such liability policy shall include broad contractual liability coverage, and coverage for property in Stevedore's care, custody, or control. All such policies shall be written with companies licensed to do business in the State of Louisiana, and with the exception of Workers Compensation, will name Terminal, Cargill, Incorporated as an additional insured, with Certificates evidencing such coverage. Such policy shall so state that it will not be cancelled or modified without thirty (30) days prior written notice to Terminal.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection E**

**Stevedore Terms**

**Item**   **Subject**

- |   |                            |   |
|---|----------------------------|---|
| 5 | <u>Stevedore Agreement</u> | A Stevedore Agreement must be signed and confirmed prior to operations, provided that in the event one is not, the terms of this Tariff will govern any stevedoring activities at the Terminals.  |
| 6 | <u>Personnel</u>           | Stevedoring Services must be carried out so as to assume maximum utilization of the dock and Terminal to full capacity. If, in the reasonable opinion of Terminal Management, such operations would be facilitated by employment of additional crews, gangs, or supervisory personnel, the Stevedore must employ such. As it is difficult to arrive at an accurate evaluation of the damages sustained by Terminal if the Stevedore fails to employ such additional crews, Terminal will assess a penalty of \$500.00 per hour for failure or refusal to provide such additional crews. To secure, in part, any such liability, a deposit of \$5,000.00 is required, which will be held in a separate account by Terminal to satisfy amounts due under this provision, the interest on which will be credited to the Stevedore's account. In the event of termination of said Stevedore Services at the Terminal, the balance along with interest will promptly be returned to the Stevedore. |
| 7 | <u>Trimming</u>            | No machine trimming or hand/shovel trimming allowed.  |
| 8 | <u>Facility Charge</u>     | A charge of twenty-five cents (25¢) per long ton on grain loaded to bulk carriers and O/B/O-type vessels, and a charge of forty cents (40¢) per long ton on grain loaded to tankers and tween deck-type vessels, will be assessed to the Stevedore for availability of all other Terminal furnished equipment, facilities, and services in, on, and about the Terminal. Such charges will be assessed for all grain shown going aboard the vessel according to figures kept by Terminal, which will, upon request, be made available to the Stevedore. Payment of this charge will be made promptly upon billing, and in the event the Stevedore is in default of payment, it will be denied access to the Terminal until such delinquent account is satisfied. Terminal reserves the right to require payment of estimated charges in advance. Any overage will be refunded immediately, and any shortfall is due and payable immediately.   |

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection E**

**Stevedore Terms**

**Item Subject**

9 Clean-Up Charge

A dock clean-up charge in the amount of \$300.00 per vessel will be assessed against the Stevedore.

10 Equal Employment

Where applicable, Stevedores shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended, in performing the services hereunder. To the extent applicable to Stevedore's work for, or on behalf of, Terminal, Stevedore also agrees to comply fully with all applicable federal, state, and local laws and regulations concerning nondiscrimination and affirmative action, including those enforced by the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) and/or the U.S. Equal Employment Opportunity Commission (EEOC). As applicable, Stevedore agrees to comply with Executive Order 11246, as amended. Terminal is an equal opportunity employer, and this Tariff is subject to the rules and regulations imposed upon contractors and subcontractors pursuant to 41 CFR Chapters 60 and 61. Unless this Order is exempt, there is incorporated herein by reference 41 CFR 60-1.4, 60-250.5 and 61-250.10. 29 C.F.R. Part 471, Appendix A to Subpart A is also incorporated herein by reference. **Elevator and Stevedore shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractor and subcontractor to employ and advance in employment qualified individuals with disabilities. Terminal and Stevedore shall abide by the requirement of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** Stevedore specifically agrees to refrain from engaging in unlawful discrimination when acting for or on behalf of Terminal, to engage in and document appropriate good faith efforts to recruit and refer qualified women, minorities, covered veterans, and individuals with disabilities, and to retain all records required by applicable OFCCP and EEOC regulations.

**SECTION III**

**RECEIVING AND SHIPPING**

**Subsection E**

**Stevedore Terms**

**Item**   **Subject**

10   Equal Employment  
(cont.)

Stevedore also agrees to provide Terminal with access to, and copies of, those records that Terminal is required to produce pursuant to an OFCCP audit or EEOC investigation, as well as those records and data that Terminal may require to periodically analyze its recruitment and selection practices.

**CARGILL, INCORPORATED**

By:  58F96861BEAF40B...

Mary K. Tozer, U.S. Regulatory & Compliance Specialist

Operating the Terre Haute Elevator, Reserve, Louisiana, as a licensed public warehouse under the United States Warehouse Act. (Includes Westwego, Louisiana).

License No. 3-6646