

**GRAIN TARIFF
(As CHS Inc.)**

CHS Inc.

SCHEDULE OF CHARGES

for

CHS Inc. SUPERIOR ELEVATOR

Licensed Under the United States Warehouse Act

Effective June 05, 2017

WAREHOUSE CCC CODE #3-8423

License #3-5549

ITEMS REVISED:

**Revision - Page 6, Section 3, Subsection B, Item 12, letter e
Rate to be increased to \$1.10 per gross registered ton**

**Revision - Page 6, Section 3, Subsection B, Item 13
Rate to be increased to \$1.10/GRT per 24 hour period or fraction thereof**

**Revision - Page 7, Subsection B, Item 14
The vessel shall be assessed a security fee of \$1200 per day, or fraction thereof, due and payable upon receipt of invoice.**

**Revision - Page 7, Subsection C, Item 1
Deleted 'Save certificates showing that its cargo handling gear, if any, meets the standards set forth in Title 29 C.F.R. part 1504.12 of the Secretary of Labor's Safety and Health Regulations for Longshoring.'**

CHS Inc. SUPERIOR TARIFF NO. (1)

SECTION 1

STORAGE CHARGES

Subsection A

Rates

Item Subject

- | | | |
|---|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Storage Rates
(including insurance
and conditioning) | The storage rate on grain in bulk, including sunflower seed shall be twenty three hundredths of one cent (.23 ct) per bushel per day or part thereof except for oats. The storage rate for oats shall be sixteen hundredths of one cent (.16 ct) per bushel per day or part thereof. |
|---|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Subsection B

Item Subject

- | | | |
|---|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Sound Grain Only | The above storage rates cover sound grain only. CHS Inc. shall not be required to receive for storage grain which is out of condition or becoming so. The storage rate on any such grain which CHS Inc. 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 CHS Inc. in accordance with Regulations issued by the Secretary of Agriculture under the pursuant to the United States Warehouse Act. |
| 2 | Responsibility | The responsibility of CHS Inc. shall be deemed to commence when grain enters the elevating leg or unloading pit, and to cease when it leaves the loading spout. |
| 3 | I.P. Storage | Grain will not be accepted for storage in, transferred to, or stored in "identity-preserved" bins unless CHS Inc.'s consent is procured and necessary arrangements are made in advance. Charges for identity-preserved storage will be specified according to circumstances in each case. |
| 4 | Charges Start | Storage charges shall commence on the date of the 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 and properly endorsed for cancellation, are accompanied by tender of all charges due and written instructions covering shipping and loading.

(b) Empty hopper cars ordered by the owner of the warehouse receipt or receipts, and ready to load, have been delivered to the warehouse or vessel chartered by the owner of the warehouse, receipt or receipts have been spotted at the dock of the warehouse;
and |

<u>Item</u>	<u>Subject</u>	
4	Charges Start (cont)	<p>(c) The grain represented by such warehouse receipt or receipts has been loaded out of the warehouse by CHS Inc. with due diligence; provided, however, that notwithstanding performance of acts (a) and (b) immediately above by the owner of the warehouse receipt or receipts, CHS Inc. shall not be obligated to load out grain, nor shall storage charges terminate if, despite the exercise of due diligence, CHS Inc. is prevented from loading out grain by strikes, work stoppages, riots, civil commotion, war, floods, acts of God, acts of government, or causes beyond CHS Inc.'s control.</p> <p>If CHS Inc. shall fail to exercise due diligence in the loading of any such grain, storage charges shall accrue only 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.</p>
5	Charges Due	<p>Charges for storage and elevation shall be due and payable not later than surrender of the grain by CHS Inc.</p>
6	Insurance	<p>All grain will be insured upon receipt for full market value at time of loss against loss or damage by fire, lighting, windstorm, cyclone, tornado and inherent explosion.</p>
7	Special Contracts	<p>Pursuant to contract made in advance, CHS Inc. will make space available to depositors for the storage and handling of specific quantities of grain for specific period of time. Rates specified in such contracts shall be payable whether or not the space is utilized by the depositor and shall not exceed normal tariff rates. Subject to the limitations of available space, CHS Inc. shall make such space available to all depositors on equal terms. Such contracts shall be subject to approval of the United States Warehouse Act Administration prior to the execution thereof.</p>
8	U.S.W.A. Governs	<p>All grain received is considered to be deposited for storage in accordance with the U.S. Warehouse Act unless the owner of the grain, or his agent, requests otherwise at, or prior to the time of its receipt. This tariff is subject to the Regulations for Grain Warehouseman promulgated by the Secretary of Agriculture under and pursuant to the United States Warehouse Act.</p>
9	Prepayments	<p>CHS Inc. reserves the right to require prepayment of any charges specified in this tariff.</p>

SECTION 2

OTHER CHARGES

Subsection A

Government Loan Grain

Item Subject

- | | | |
|----------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | CONTRACTS | CHS Inc. may enter into contracts in writing with the United States or any agency thereof, 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 United States or any agency thereof, contracting with CHS Inc. as aforesaid, has an interest. |
|----------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Subsection B

Intra-Elevator Grain Handling

Item Subject

- | | | |
|----------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Transferring | A charge of one and one-half cents (1-1/2 ct) per bushel will be made for transferring. |
| 2 | Mixing | A charge of one cent (1 ct) per bushel will be made for mixing or blending more than one lot or grade into one lot or grade according to the owners instructions. |
| 3 | Fumigating | A charge of two and one-half cents (2-1/2 ct) per bushel will be made for fumigating grain. |
| 4 | Cleaning | A charge of one and one-half cents (1-1/2 ct) per gross bushel will be made for cleaning grain. |
| 5 | Fees | Inspection and weighing fees will be paid by the depositor or owner of the grain, except as otherwise provided herein. |

Subsection C

Terms

Item Subject

- | | | |
|----------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Charges Due | Charges for services shall be due and payable upon their performance by CHS Inc. |
| 2 | Sound Grain Only | The charges stipulated above cover sound grain only. Charges for services not specifically provided for in this Schedule of Charges, 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 i.p. grain, all loss or shrinkage in handling will be for the account of the depositor or owner of the warehouse receipt. Flax shall be stored only on a gross bushel basis. CHS Inc. shall not be responsible for and decrease in the number of net bushels or increase in dockage due to the handling of any grain. |

SECTION 3

RECEIVING AND SHIPPING

Subsection A

Elevation

Item Subject

1 Rates

A charge of eight cents (8 ct) per inbound bushel will be made for unloading grain, except sunflowers, into the warehouse. A charge of nine cents (9 ct) per bushel will be made for unloading sunflowers into the warehouse.

A charge of eight cents (8 ct) per bushel will be made for loading grain, except sunflowers, from the warehouse. A charge of nine cents (9 ct) per bushel will be made for loading sunflowers from the warehouse.

Charges for delivering grain on which title has changed in-store by delivery on futures contracts may be different than the above delivery charges. Load-out charges for grain which is tendered in satisfaction of futures contracts will be the same as the maximum load-out charge allowed by the applicable Board of Trade or Exchange.

2 Government Rates

Rates for storage and the handling of grain to which the Uniform Grain Storage Agreement with Commodity Credit Corporation (CCC Form 25-2, as amended and / or revised) is applicable, shall be provided in said Agreement from time to time. If, at any time, CCC transfers title to grain instore (other than to another Government agency), such grain shall cease to be covered by the terms of the Uniform Grain Storage Agreement, as of the date of such transfer, except than any prepaid charges for services not performed prior to the transfer of title shall insure to the benefit of the purchase. The rights and obligations of subsequent owners of grain so transferred shall be subject to the terms and conditions of this tariff.

Subsection B

Terms

Item Subject

1 Regulations

All vessels calling at the Port of Duluth / Superior shall be subject to the provisions

of this tariff and the "GENERAL RULES FOR THE HANDLING OF VESSELS LOADING BULK GRAIN IN THE PORT OF DULUTH / SUPERIOR" issued by the Duluth / Superior Grain Terminals, Exporters and Marine Association.

This tariff shall take precedence if there is any conflict between it and the above specified "General Rules".

Overtime and berth assignment regulations are contained in said "General Rules" to which vessels are referred.

Item Subject

- 2 Stevedoring The elevator contracts for stevedoring operations.**
- 3 Straight - Time Straight - time work shall be between the hours of 8:00 A.M. to Noon, and between the hours of 12:30 P.M. to 4:30 P.M. daily, except Saturdays, Sundays and Holidays. Should work commence at 7:00 A.M. straight time work shall be between the hours of 7:00 A.M. and Noon, and between 12:30 P.M. and 3:30 P.M. daily, except Saturdays, Sundays, and Holidays.**
- 4 Holidays Holidays shall be:**
- | | |
|---------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Independence Day, July 4 | New Year's Eve Day |
- and any other days designated as holidays by the City of Duluth, the State of Minnesota, the United States Government, or their governmental authority having lawful jurisdiction.**
- Should any of the stipulated holidays fall on a Saturday, the preceding Friday will be observed. If that Friday is a holiday, Thursday will be observed. If any of the holidays fall on a Sunday, the following Monday shall be observed. If that Monday is a holiday, Tuesday shall be observed.**
- 5 Double - Time Double time hours shall be daily between the hours of 8:00 P.M. and 7:00 A.M. and all Sundays.**
- 6 Time and One-half Time and one-half shall be those hours not included above, except holidays**
- 7 Possible Increase Overtime rates are based on and subject to present wage scales and working conditions existing at the elevator. In the event of an increase in such wage scales, or a change in present working conditions adding to the overtime expense of operating the elevator, the rates specified herein shall be proportionately increased.**
- 8 Rates For time and one-half hour the rate shall be \$ 625.00 per plant overtime hour. For double-time hours, including Sundays, the rate shall be \$ 850.00 per plant hour. For holidays the rates shall be \$ 950.00 per plant hour between 8:00 A.M. AND 4:30 p.m. and \$ 1000.00 per hour per plant hour after 4:30 P.M. In addition, \$ 25.00 per man hour shall be charged for each man working in the elevator on Sundays and / or holidays. None of these rates include the cost of overtime charges of the licensed grain inspectors, weighers, and / or their working supervisors, which shall be billed in addition.**

Item Subject

- 9 CHS Inc. May Order CHS Inc. may order a vessel to work overtime at the vessel's expense whenever:**
- (a) Other vessels are waiting to load, or**
 - (b) CHS Inc. anticipates that other vessels will be waiting to load when the overtime period in questions begins or**
 - (c) The elevator is threatened with congestion.**
 - (d) The Company reserves the right to require continuous loading or unloading of grain to or from ocean vessels through twenty-four (24) hours per day. All overtime or penalty time accruing during such loading or unloading is for the account of the vessel.**
- 10 Overtime Includes The vessel is further obligated, at its expense, to hire the necessary stevedores to work such ordered overtime.**
- 11 Service & Facility U.S. \$.20 (cents) per long ton of 2240 pounds loaded on board vessel will be charged to the stevedore.**
- 12 Dockage Vessels assigned a berth at the elevator shall be assessed dockage as follows:**
- a. Dockage Definition: The charges assessed against ocean and lake vessels for berthing at a wharf, piling structure, pier, bulkhead structures, or bank, or for mooring to a vessel so berthed.**
 - b. Dockage period-how calculated: The period of time upon which dockage will be assessed shall commence when the vessel is made fast and until one hour after completion of loading. No deductions will be allowed for Sundays, Holiday, or because of weather or other conditions.**
 - c. Basis for computing charges: Dockage charges shall be based on the highest gross registered tonnage of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should tonnage figures not be available from that source, the Elevator may accept information from the vessel's official papers or it may use any other available information.**
 - d. Rate assessed is a flat rate.**
 - e. Dockage Rates: \$ 1.10 per gross registered ton**
- 13 Lay berth status At the discretion of CHS Inc. a vessel may be permitted to moor at or remain idle at the elevators berth on lay status. If a vessel wishes to remain at elevator berth longer than 1 hour after loading is complete then a request for layberth status must be made in writing prior to the idle period. Vessels granted lay status shall be charged 50% of the set dockage rate of 1.10/GRT per 24 hour period or fraction there of.**

Item Subject

- 14 Security Fee Due to costs and expenses associated with the implementation of and compliance with the Maritime Transportation Security Act of 2002, 48 U.S.C. 7010 et seq., and implementing regulations, 33 C.F.R. 101, 104, effective July 1, 2004, each vessel calling at CHS Inc. Superior, WI The vessel shall be assessed a security fee of \$1200 per day, or fraction thereof, due and payable upon receipt of invoice.

Subsection C

Berthing Regulations

Item Subject

- 1 Berth Applications Except as otherwise provided in these regulations, vessels shall be assigned a berth in the chronological order in which they file with the elevator office, in duplicate, a signed APPLICATION FOR BERTH. Such applications will contain the warranties that the vessel has already, or will prior to berthing:
- (a) Certificate issued by the Federal Grain Inspection Service Inc. , that all cargo compartments are free of insect infestation and objectionable odor, and are clean and dry, and fit for the cargo.
 - (b) Certificate of Readiness in all compartments, issued by a local representative of the National Cargo Bureau, Inc.
 - (c) Evidence to the effect that the vessel has been entered at the United States Custom House.
 - (d) Evidence to the effect that the vessel has been tendered to and accepted by the charterer.

For breach of any of these warranties, the vessel, its owner, master and agent agree to defend, indemnify and reimburse CHS Inc. for and against any claim, suit or loss CHS Inc. may suffer as the result of such breach.

- 2 Fumigation The owners / Master / agents of the vessel presenting berth application to load at the elevator thereby authorize shiphold fumigation in accordance with applicable U.S. Coast Guard, and Federal Grain Inspection Service regulations and instructions and insure that such vessels are fit for such fumigation. The vessel must have a prefumigation certificate authorizing on board fumigation by licensed fumigator in accordance with all

- 2 Fumigation (cont)**

United States and Canadian regulations. Should any vessel refuse to allow shiphold fumigation to be conducted in accordance with procedures set forth in the U.S. Coast Guard, and Federal Grain Inspection Service regulations or instructions, the owners / Master / agents shall be responsible for any and all resulting costs, damages, delays, and expenses in addition to the penalty set forth in Subsection C, Item 8. Any crew wishing to vacate the vessel while fumigation takes place will do so at the expense of the vessel's owner. Any costs, damages, delays and expenses resulting from a vessel requiring a "gas free" certification after fumigation shall be for the vessel's owners
- 3 Contract**

Upon the filing, in duplicate, of the berth application, and upon the vessel's entering berth, a contract shall be deemed to have been entered into between CHS Inc. and the vessel, its owner and master who agree to abide by the regulations of this tariff.
- 4 CHS Inc. May**

CHS Inc., 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 elevator will be facilitated thereby.
- 5 Discharging Ballast, Fuel, & Fresh Water**

Should a vessel loading grain at CHS Inc.'s berth find it necessary to discharge ballast, fuel, or fresh water, such discharging must be planned sufficiently in advance so that loading and completion will not be delayed. Any such loading delays resulting from discharge of ballast will be charged against the vessel, her owner and / or agents at the rate of \$ 1,000.00 for each hour of loading delay.
- 6 Labor Disturbances**

If a strike or other labor disturbance involving a vessel at the berth, or waiting for the berth (whether by the vessel's crew or otherwise) will, in CHS Inc.'s judgment, tie up or impede operations at the dock, CHS Inc. may order such vessel out of berth or refuse to accept it at berth. Should any vessel refuse to vacate, it will be liable for the liquidated damages deccribed in Item 7, below.
- 7 Liquidated Damages**

Should any vessel fail or refuse to vacate the berth when ordered to do so, a charge in the amount of \$ 1,000.00 per hour, after vacating notice has been given the vessel's owner, agent, master, or mate, will be assessed the liquidated damages, and the parties are agreed that this amount represents a minimum estimate of damages to CHS Inc. because of failure or refusal to vacate. This charge shall not constitute a waiver by CHS Inc. of the greater actual damages it may sustain as a result of the vessel failure or refusal to vacate. Such failure or refusal to vacate shall constitute a trespass entitling CHS Inc. to compel removal of the vessel from the berth.

<u>Item</u>	<u>Subject</u>	
8	Vessel Congestion	Whenever one or more vessels are waiting to load or whenever the elevator is declared by the elevator management to be threatened with congestion the elevator management, in its sole discretion, may require vessels to work overtime at vessels expense. Any vessel then in berth which refuses to work overtime shall vacate the berth on order of the elevator management. Should any vessel fail to vacate the berth when ordered to do so under these circumstances, a charge of \$ 1,000.00 per hour for each hour, or fraction thereof, will be assessed against the vessel and / or its owners, and agents, after notice to vacate has been given the vessel, owner, agents master, or mate. This charge shall not affect the right of the elevator to effect the removal of the vessel from the berth by any lawful means, at the vessels risk and expense. Vessel refusing to work overtime, shall lose its turn in favor of the next vessel that is willing to work overtime, which the vessel shall retain the berth so long as it is willing to work successive straight time and overtime periods until loading is completed. The vessel so losing its turn shall be entitled to the berth first available thereafter, subject to the same overtime provisions set forth above if the circumstances requiring overtime work are then found to exist by the elevator management.
9	Vacating Berth	Vessel shall vacate the berth within one (1) hour of completion of loading. Should any vessel fail to vacate the berth within this allowed time, vessel will be subject to the conditions, charges, and damages outlined in Item 8 above. IF THE VESSEL SHALL NOT PROMPTLY LEAVE THE ELEVATOR BERTH WHEN SO ORDERED, ALL COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND EXPENSES IN CONNECTION WITH THE MOVING OF THE VESSEL, SHALL BE FOR THE ACCOUNT OF THE OWNERS / MASTER / AGENT AND AT THE FULL RISK OF THE OWNERS MASTER / AGENT.
10	Tubes Blow Out	Vessel shall not "BLOW OUT THEIR TUBES" in the vicinity of the elevator dock. A fine of \$ 1,000.00, in addition to any damage which results shall be levied against the owner of the vessel violating this rule.
11	Bagging	When bagging, strapping, or bundling is necessary, a vessel may, at the discretion of the elevator management, be ordered to vacate the berth at its own expense.
12	Gangway, Lights, Crew	Upon berthing, vessels shall immediately, and at all times, provide a safe and adequate lighting equipment, and appropriate officers and crew aboard to permit reception of cargo at any time of day or night, including Saturdays, Sundays and Holidays. Failing this, CHS Inc. may order the vessel to vacate the berth for safety's sake. Should and vessel refuse to vacate, it will be liable for the liquidated damages described in Item 7 above.

Item Subject

- 13 Liability** **CHS Inc. shall not be liable for demurrage, damages for delay, detention, or loss of dispatch time incurred by a shipper, vessel, charterer, or any other party for any cause other than grossly negligent acts by CHS Inc. nor shall CHS Inc. be in any way liable for insistence on or adherence to any provisions of this tariff.**
- 14 Shifting Costs** **Shifting costs for coming in and out of berth, or 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.**
- 15 Right of Transfer** **We reserve the right to transfer commingled storage grain at our expense for which receipts have or have not been issued to another licensed warehouse for continued storage, subject to the terms and conditions prescribed by the Secretary of Agriculture. The owner of the grain will receive delivery at this warehouse unless other mutually agreeable arrangements are made.**
- 16 Pontoons** **Vessels utilizing "pontoon" hatch covers, or hatch cover arrangements that require manual removal or replacement or interferes in any way with the loading process shall be subject to an additional charge of thirty-five (\$0.35) cents per metric ton of cargo to be loaded.**
- 17 Moveable Bulkheads** **Vessels utilizing moveable bulkheads that require position changes during loading and in any way interfere with the loading process shall be subject to an additional charge of thirty-five (\$0.35) cents per metric ton of cargo to be loaded.**
- 18 Trimming** **If it is necessary for a vessel to trim in accordance with the National Cargo Bureau regulations or request of vessel, elevator management must be notified prior to filing berth application. Any delay in loading by vessel shall be subject to a charge of \$1000 per hour or fraction thereof.**
- 19 Continuous Load** **Assignment of berth under this Tariff is predicated upon vessel's continuous readiness to receive grain at full normal rate throughout the entire time in berth. Any delay in loading by vessel shall be subject to a charge of \$1000 for each hour or fraction thereof regardless of intervening circumstances of any nature which sum shall be assessed as liquidated damages.**
- There will be one thirty minute period allowed for each vessel for the purpose of checking such items as draft, stability and to determine the the vessel's cargo requirements. For any delays beyond this one thirty (30) minute period, the vessel will be charged \$1000.00 per each fifteen (15) minute period or fraction thereof . In addition to the \$1000.00 charge, any time used past the first thirty (30) minutes will be deducted from and shall not count as laytime.**

SECTION D

Payment of Invoices

Item Subject

- 1 Payment** **All invoices for charges are due and payable upon presentation. The elevator reserves the right to estimate and collect in advance all charges which may be due and payable. Use of the facilities may be denied to any user until such advance payments are made.**

- 2 Interest** **If payment of vessel obligations are not made within thirty (30) days after invoicing date, interest from invoice date will be charged at the New York prime rate plus two and one-half percent (2-1/2 %) but not to exceed the maximum rate allowed in this state for obligations incurred under written contracts.**

CHS Inc.

By  _____

**Operating the CHS Inc. Superior Elevators (no. 1 and 2)
Superior, Wisconsin as licensed public warehouses under
the United States Warehouse Act.**

License No. 3-5549