

CHS Myrtle Grove Terminal Elevator Tariff

Tariff Number **26**

Effective December 1st 2018

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SECTION I - General Rules and Regulations

Notice to Public

Item No. 1

This CHS Myrtle Grove Terminal Elevator (hereinafter referred to interchangeably as "CHS", "CHS Inc.", "CHS Elevator", "CHS Terminal", "CHS Facility", "the Elevator", "the Terminal", "the Facility") Tariff constitutes due notice to the public, shippers and carriers that the rates, charges, rules and regulations apply to all general traffic without specific notice, quotation to or arrangement with shippers or carriers (except as otherwise stated herein). Use of the facilities and services covered by this Tariff shall constitute consent to the terms and conditions of the Tariff and shall be evidence of an agreement on the part of all users of the facilities and services to pay all charges specified herein and be covered by all the rules and regulations printed in this Tariff.

Property, Dock and Vessel Security

Anyone entering company property at any time without the consent and approval of CHS shall be considered to be trespassing and shall be reported to proper authorities and prosecuted as such. Entering CHS Terminal is deemed valid consent to screening, inspection or search. Failure to consent will result in denial or revocation of authorization to enter.

Landing of helicopters on CHS property is strictly prohibited.

IF AT ANY TIME THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY DECLARES THAT THERE EXISTS A HOMELAND SECURITY ALERT OF MARSEC LEVEL 2 OR HIGHER, NO ONE SHALL BE PERMITTED ON THE CHS TERMINAL PROPERTY UNLESS DECLARED ABSOLUTELY ESSENTIAL TO THE LOADING OF THE VESSEL AT BERTH BY CHS MANAGEMENT STAFF. ALL CREW SHALL BE RESTRICTED TO THE VESSEL EXCEPT IN EMERGENCIES. NO DELIVERIES SHALL BE ALLOWED TO THE VESSEL EXCEPT IN EMERGENCIES.

Amendments

Item No. 2

Amendments to this Tariff may be issued from time to time. This Tariff is subject to change without notice and in accordance with applicable law.

Interpretation

Item No. 3

CHS shall be the sole judge as to the interpretation of this Tariff.

Insurance

Item No. 4

The Warehouse Operator agrees to each of the following requirements:

- (1) **secure**, in their own name, insurance on stored grain against loss or damage by fire, lightning, windstorm, cyclone, tornado, or inherent explosion and other special peril risks under forms of policies which automatically attach for the full replacement value of stored grain, as soon as such grain is placed in their legal custody, and continue such insurance in effect so long as the grain remains in their legal custody. Arrangements between the Warehouse Operator and insurers concerning indemnification of waivers of deductibles are acceptable as long as an insurer covers any loss fully or the Warehouse Operator indemnifies deductibles with a letter of credit, additional bonding or other financial assurance in favor of USDA. DACO may accept consolidated blanket insurance policies of parent companies that separately identify the insurance coverage of the Warehouse Operator as a subsidiary and include the full replacement value of stored grain;
- (2) **keep** a general insurance account showing the policy number, issuing company, amount binding, exclusions, limits of liability, and expiration dates of all insurance policies and in each instance show the property covered by such policies. These insurance policies may be issued by one or more

insurance companies;

(3) **submit** such reports to underwriters as may be required under the terms of such policies;

(4) **submit** copies of such reports to DACO, as required;

(5) **include** in the rules and schedule of charges (tariff) the conditions under which stored grain will be insured against loss or damage by fire, lightning, windstorm, cyclone, tornado, or inherent explosion and other special peril risks; and

(6) **provide** DACO with written notice not less than 30 calendar days before the insurer(s) intends to cancel property and/or stock (inventory) coverage.

Inspection and Weighing

Item No. 5

Determination and certification of the grain quality and quantity will be performed by personnel of the United States Department of Agriculture, at its' established rates. The expense of such certification will be borne by the depositor of the grain or the owner of the warehouse receipt. All grain shall be inspected and graded before being unloaded into or out of the Elevator. Such inspection and grading shall have been fixed and established under the United States Grain Standards Act. All grain received and shipped must have supervised weights. Supervision of grade and weight shall be accomplished by the Federal Grain Inspection Service or by others in accordance with the United States Warehouse Act and certification shall be issued reflecting the grade and weight.

Basis of Charges

Item No. 6

On grain received or unloaded into the Elevator, the gross In-weight shall be used in assessing elevation, cleaning and storage charges. The gross out turn weight of grain shall be the basis for the assessment of handling and loading out charges.

Safe Access

Item No. 7

All vessels using and/or visiting the CHS Elevator (see definitions) are to furnish at all times while in berth, safe access on, off and aboard the vessel (in accordance with the U.S. Department of Labor and/or U.S. Coast Guard and/or Federal Grain Inspection Service Standards and/or applicable law). The crews, owners, charterers, operators and managers of such vessels shall have exclusive responsibility for this obligation, regardless of any equipment CHS Group (see definitions) may provide to facilitate safe access. Any delays (including FGIS Vessel Inspection delays) resulting from failing to furnish safe and immediate access aboard will be charged to the vessel in accordance with the rate provided in Item No. 53, and any claims for loss, damage and/or expense in any way related to the failure to provide safe access will be subject to the provisions of Item 22 A.

Dust Emission

Item No. 8

It will be the responsibility of the vessels to take all reasonable steps to minimize dust emissions during loading, including the use at vessel expense, where feasible, of dust-arresting tarpaulins, and/or partial hatch closings.

Responsibility for Vessel or Grain Damage, Demurrage, Delays or Loss of Despatch

Item No. 9

CHS Group shall not be responsible for marine loss and/or damage to grain, barges, ships or other waterborne vessels moored to the Elevator wharf. CHS will use its best efforts to receive, load, unload, handle or deliver grain, but does not undertake to do so within any particular time except to the extent required by applicable statutes, rules and regulations. In furnishing any services or performing any acts hereunder, CHS Group shall not be responsible for any demurrage or other damages for delay or loss of despatch time or any other damages incurred by any vessel, its owners, operators, charterers, managers and agents or their cargo for any cause.

Elevator Overtime

Item No. 10

All rates set forth in this Tariff for services involving labor are based upon payment of labor at basic straight-time wages. Overtime involved in the loading of ocean vessels will be assessed to the vessel at the rates provided in this Tariff and overtime charges shall commence with first line and cease with last line.

Remedies for Enforcement of Tariff

Item No. 11

CHS Group shall have all remedies available to it at law, in equity or under maritime law to enforce the rules and regulations of this Tariff, including, but not limited to, canceling a vessel's filing or ordering a vessel from berth. CHS Group shall also have all remedies available at law, in equity or under maritime law to collect charges and liquidated damages, including, but not limited to, a maritime lien against the vessel for such charges and liquidated damages. In the event of any legal proceedings by CHS Group to enforce any provision of this Tariff, CHS Group shall be entitled to recover its expenses incurred in such proceedings, including attorney's fees and costs.

Shipper's Requests and Complaints

Item No. 12

Requests and complaints on matters relating to rates, rules and regulations contained in this Tariff must be made in writing to Plant Manager of CHS, at 434 East Ravenna Road, Belle Chasse, LA 70037

Grain Application of Rates

Item No. 13

The rates, charges, rules and regulations set forth in this Tariff, and any additions, revisions or supplements thereto, shall apply on grain received at CHS' grain terminal Elevator located at Myrtle Grove, Louisiana, and shall apply on any grain on hand at the effective date of this Tariff. The inclusion of rates, charges or conditions in this Tariff is not to be interpreted as a guarantee that such services can or will be performed, but only that such services may be performed at CHS' discretion, as the facilities are equipped or prepared to perform such services.

Incoming Grain

Truck, Rail Unloading

Item No. 14

Rail cars (other than hopped rail cars) will be unloaded only by special arrangement made prior to receipt of the car. There are no truck unloading facilities at the Terminal. (Please see Additional Services, Rates and Charges, *Unloading*, for current rates).

Barge Unloading

Item No. 15

The berthing of a barge shall constitute a contract between the Elevator and the barge, her owner, operator, charterer and agent (jointly and severally) to abide by the regulations of, and to be liable for the charges in this tariff.

All barges must be presented in a seaworthy condition, and comply in all respects with all applicable regulations issued pursuant to the Occupational Safety and Health Act of 1970.

Any barge that spills cargo from the cargo hold when the barge covers are lifted or removed, shall be considered over filled. Any shipper who supplies the Terminal a barge that is overfilled shall:

1. Be responsible for the cargo weight that falls into the river and;
2. Be charged \$200.00 to remove the cargo from the barge walkways and if possible reintroduce that cargo back to the cargo hold.

The barge unloading equipment at the Elevator is designed to work in barge holds with a floor width and cargo access of 28 feet. The Elevator Management reserves the right to refuse to unload barges of lesser width. (Please see Additional Services, Rates And Charges for current rates).

Each individual barge cover must have four lifting rings or other suitable devices for attaching lifting cables. Failure to comply with this condition will result in rejection of the barge until such failure is remedied by the carrier, or at the Elevator operator's option, installation of such rings by the Elevator operator for the account of the carrier.

Barge Ordering

Item No. 16

The carrier or his local agent will be notified in advance of an unloading appointment. Failure to present the barge at that appointment time may result in delay until a new appointment can be scheduled. CHS will not be responsible for any costs associated with failure to deliver equipment in twenty-four (24) hours as ordered, subsequent cancellation of the original order, or be responsible for demurrage on barge if barge is not delivered in twenty-four (24) hours from original ordering time.

Barge Release

Item No. 17

A barge which has been unloaded must be picked up within twenty-four (24) hours. FGIS weight certificates denote the time the barge is empty, this noted time shall start the 24 hour free time.

Fleet Closure

Item No. 18

CHS reserves the right to close its fleet without notice and transfer, at the barge owner's expense, any barges in the fleet to other nearby commercial fleet operations when or if:

- 1) inclement weather is either in the area or predicting to be in the area;
- 2) CHS, in its own opinion does not have the tug power to service the fleet adequately and;
- 3) or as CHS deems necessary to protect its interest.

Right To Refuse Grain

Item No. 19

The Elevator Management reserves the right, without any responsibility for any loss, damage, or demurrage that may arise, to refuse any grain because in the opinion of the Elevator Management, it is diseased, infested, unmerchantable, or in unfit condition for storage, transfer, or handling; or because of lack of space facilities or equipment; or for any other sound reason based on the judgment of the Elevator Management.

Fumigation

Item No. 20

Fumigation of grain by Elevator Management is at its option and it may perform or contract for the service at the expense of owner or consignee of the grain. Right is reserved by Elevator Management to refuse to unload grain infested by weevil or other insects or to refuse to unload such grain until such grain has been fumigated to the satisfaction of Elevator Management and a Gas Free Certificate issued.

Elevator Responsibilities

Item No. 21

CHS assumes responsibility of grain only from the time it enters an unloading system until it leaves the loading spout except to the extent its responsibilities for grain are further limited herein. All rates and charges of this Tariff shall apply subject to this clause.

Warehouse Responsibility

Item No. 22

The Elevator is operated as a licensed public warehouse under the United States Warehouse Act, and this tariff is subject to the Regulations for Warehousemen Storing Grain promulgated by the Secretary of Agriculture pursuant to the United States Warehouse Act. All grain received is considered to be deposited for storage under the terms of said United States Warehouse Act, unless the owner of the grain, or his agent, requests otherwise at or prior to the time of its receipt, and the Elevator operator agrees thereto.

Liability Waiver and Indemnity

Item No. 22 A

All vessels using and/or visiting the CHS Elevator, and such vessels' owners, operators, charterers, managers and agents, and other users of the Elevator, and their agents (all the foregoing collectively "Indemnitors"), hereby agree to defend, indemnify and hold harmless CHS Inc., its affiliated and related companies, and the respective directors, officers, employees, contractors, subcontractors, agents, assets and insurers of all of the foregoing, and all persons, firms or other entities which may manage, own or control the operations of said Elevator and wharf, and the respective directors, officers, employees, contractors, subcontractors, agents and insurers of all of the foregoing (individually and collectively "CHS Group"), from and against any and all claims, actions, damages, losses, liabilities and expenses, including court costs and attorney's fees (collectively "Claims"), in any way related to the vessel's presence on the Mississippi River or at its anchorages and berths and/or in any way related to Indemnitors' operations at or use of the CHS Group wharf, CHS Group or vessel gangways or other CHS Group or vessel facilities, equipment and property, and/or third party equipment and property, including, but not limited to, claims for loss of life, bodily injury, damage to or loss of property, pollution, demurrage, lost despatch, economic loss and government fines and penalties, regardless of any sole or partial negligence, fault or strict liability by CHS Group, or any unseaworthiness of any CHS Group vessel, causing or contributing to the losses, damages or Claims. No other provision of this Tariff or any contract executed by CHS Group with the above vessel, persons or entities will be deemed to limit the scope or application of this Item, unless agreed in writing by CHS, with specific reference to this Item.

Commencement of Storage Charges

Item No. 23

Storage charges shall commence on the date of deposit of the grain and shall accrue to and include the date it was loaded out of the Elevator.

Binning

Item No. 24

Grain shall be stored on a commingled basis in bins containing the same kind of grade, regardless of ownership, unless otherwise prearranged.

Special Binning

Item No. 25

Upon request and space permitting, grain will be stored in special bins (identity preserved) at a rate of 50% above all regular Tariff charges, but if any bin is not used to full capacity, such increased storage charges may be assessed on such full capacity. Risk of reduction of grade and risk of loss of weight are for owner's account.

Turning

Item No. 26

All expenses for turning of grain are for the account of the owner and any resulting shrinkage or loss in weight of grain must be borne by the owner.

Aeration

Item No. 27

Upon request and space permitting, CHS will aerate grain in special bins equipped with fans. The charge for this service is in addition to the charge for transferring the grain into and out of the aeration bins.

Sample Grade

Item No. 28

Grain graded as "Sample Grade" will be stored at owner's expense in special bins and will be subject to the Elevator's rules for special binning, unless owner authorizes storage with other grades.

Right Reserved to Terminate Storage

Item No. 29

CHS reserves the right to terminate storage and to order the removal of any grain which from its inherent nature or otherwise may in the judgment of CHS, cause damage to other grain or become offensive to the premises. CHS, at the expense of the owner may remove such grain not removed by owner within the time specified in the Notice To Remove.

ADDITIONAL SERVICES, RATES AND CHARGES

Unloading

Item No. 30

From barges, or hopped rail cars per bushel - eight (\$0.08) cents. By-products by special arrangement.

Official or certified inbound weighing charge will be assessed to the shipper as follows:

BARGES: \$300.00 Per Barge: for all barges with lift cover, steel or fiberglass covers.
 \$1,300.00 Per Barge: for all barges with roll top covers.

Any barge that spills cargo from the cargo hold when the barge covers are lifted or removed, shall be considered over filled.

Any shipper who supplies the CHS Terminal a barge that is overfilled shall:

1. Be responsible for the cargo that spills into the river and the lost weight of the unweighed spilled cargo;
2. Any cargo that falls onto the barge walkways shall be removed by CHS at a cost to the barge supplier of \$200.00 per barge. If possible, and if the spilled cargo is deemed salvageable, CHS shall reintroduce this cargo back to the cargo hold.

RAIL CARS: Batch weighed \$30.00 per car (10 or more cars)
 Single weighed \$35.00 per car
 Official Weights available at additional hourly cost and by special arrangement only.

Loading

Item No. 31

On vessels per bushel - eight (\$0.08) cents. Barges, rail cars, trucks or by-products by special arrangement.

Aeration & Storage

Item No. 32

Aeration:

Per bushel, (based on licensed bin capacity), per day, (as of midnight) - one (\$0.01) cent.

Storage:

1. Per bushel, per day (on inventory as of midnight) .167 of a cent.
2. Identity preserved on a per bin basis by special arrangements.
3. Non whole grain products per bin basis by special arrangements.

Fumigating

Item No. 33

A fumigant will be applied to all lots of infested grain after completion of loading or before unloading. The expense for this service will be borne by the depositor of the grain or the owner of the warehouse receipt or the charterer. The Elevator may also, in its sole judgment, reject any infested barge. Fumigation charge shall be per bushel.

Drying

Item No. 34

Drying grain will be per bushel, per percent of moisture reduction, by special arrangement only. The depositor or owner of the warehouse receipt so handled shall be liable for weight shrinkage.

Liens

Item No. 35

All lawful charges made by or due to the Elevator shall constitute a lien in favor of the Elevator upon the grain and against any barge or vessel for such charges to the full extent as permitted by law.

SECTION II - Vessel Filing

Filing Vessel

Item No. 36

All vessels, their owners, operators, charters or agents intending to load at the Myrtle Grove Elevator, shall file a Berth Application in person (Exhibit A) at the Elevator, 434 E. Ravenna Road, Belle Chasse, LA 70037, respectively, between 9:00 a.m. and 4:00 p.m. Mondays through Fridays, and between 9:00 a.m. and 12:00 noon Saturdays, all exclusive of the Holidays, as defined herein, and Sundays. There shall be no exceptions to the above filing times.

Common Carriers

Common carriers by water. (Usually referred to as liners), as defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act, will not be accepted for loading at the CHS Elevator. According to section 3(6) of the Shipping Act, a common carrier is "a person holding itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country... except that the term does not include a common carrier engaged in ocean transportation by...Ocean tramp..." CHS Elevator is a private elevator within the meaning of said Act.

Signed Berth Application

Item No. 37

The signed Berth Application, when acknowledged in writing during the times indicated in Item No. 36 by the CHS authorized representative at the Elevator, or the berthing of the vessel, shall constitute a contract between CHS and the vessel, her owner(s), operator(s), charterer(s) manager(s) and agent(s) (jointly and

severally) to abide by all terms, conditions and provisions of this Tariff, and to be liable for the charges of whatsoever kind or nature in this Tariff.

The signed application for berth shall also constitute an affidavit by the vessel, its owner(s), operator(s), charterer(s) manager(s) and agent(s) that the vessel is not a common carrier, as that term is defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act.

Certification for Filing

Item No. 38

The following certificates, documents and Vessel Deposit, (or proof of wire transfer) must be presented in person to file the Berth Application at the Elevator. For all such certificates, documents and deposits, Facsimile transmissions will not be accepted. The vessel must be available to berth when the berth application is accepted and must maintain a ready to load condition at all times to retain its current filing and load rotation position.

Unless otherwise agreed in writing, filing of a Berth Application shall constitute a waiver by the vessel of any and all claims against CHS Group for freight or other charges for cargo shipped.

THE RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES SHALL BE, IN THE FIRST INSTANCE, THAT OF THE LOCAL AGENT OF RECORD FOR THE VESSEL WHO HAS SIGNED THE BERTH APPLICATION. THE ELEVATOR RESERVES THE RIGHT TO DENY USE OF THE FACILITY TO ANYONE FAILING TO COMPLY WITH PAYMENT REQUIREMENTS AS INVOICED, AND STATED IN THIS TARIFF.

1. Original Berth Application signed by authorized representatives of vessel owner, Captain/Master of vessel and vessel seal must be affixed thereto;
2. Copy of Stowage Examination Certificate issued by the United States Department of Agriculture ("USDA") that all cargo compartments "are free of insect infestation and objectionable odor, and are clean and dry, and fit for the cargo...". Vessels filing a Berth Application at the Elevator shall obtain a Stowage Examination Certificate from the New Orleans Office of the USDA;
3. Copy of Certificate of Readiness as to all compartments, issued by a representative of the New Orleans office of the National Cargo Bureau, Inc.;
4. A copy of the Notice of Readiness signed by charterer or his agent;
5. A copy of International Tonnage Certificate or custom form 1301;
6. If spoon trimming or bleeder loading is required, the Elevator must be notified in writing. No hand trimming permitted.
7. A proposed stowage plan which includes grain cubic capacity by hold;
8. The master's proposed load rotation, by commodity, certified by ship seal;
9. All tankers and OBO class vessels coming out of oil must present a copy of Gas-Free Certificate to the Elevator when the Berth Application is filed;
10. The Deposit required under Item 47 hereof;
11. A list of the (a) name, (b) address, (c) telephone number and (d) reason for visit of each visitor for the vessel (the Visitor List) and or shore leaves. Said lists shall be supplemented as needed

and furnished in advance of the visit to the Elevator, in writing, between 9:00 a.m. and 4:00 p.m., Monday through Friday, and between 9:00 a.m. and 12:00 noon, Saturday, all exclusive of Holidays, as defined herein, and Sunday. The Elevator reserves the right to deny access to those individuals or entities whom the Elevator, in its sole discretion, deems may result in a liability that is uninsured and/or unacceptable. All vessel visitors, including vendors, must have their own safety glasses, hard hat, proper insurance certificate and picture identification, otherwise, access shall be denied.

12. All agents are required to furnish a telephone to the vessel while at berth with the required telephone number listed on the Berth Application.
13. Terminal Vessel Interface and Security Agreement must be complete and properly stamped with vessel seal.
14. Bunkering request form (optional)

Renewal

Item No. 39

Elevator shall require inspection renewal of cargo compartments by Federal Grain Inspection Service personnel if vessel has not commenced loading within seven (7) days of date of execution by applicant of original signed Berth Application.

Re-filing

Item No. 40

If any vessel that is filed at Elevator is ordered to berth by Elevator Management and is unable to or refuses to accept a loading berth due to any reason whatsoever or otherwise fails to comply with this Tariff or departs the berth for any reason, without written Elevator approval, the Elevator Management may, at its sole discretion, cancel its original filing. If filing is canceled, the vessel must re-file and will be assigned a rotation in the Elevator lineup based on the new filing time. Any cost incurred by CHS due to the vessels refusal or inability to make the berth call shall be for the vessel account and must be paid in full prior to coming to berth.

Closest Available Anchorage

Item No. 41

Vessels filing a Berth Application at the Elevator will be required to anchor at Davant, Anchorage, or closest available anchorage to Myrtle Grove, Louisiana.

In the event a vessel fails to comply with these requirements and another vessel or vessels, although filed later, that are anchored at an anchorage closer to Myrtle Grove than the subject vessel, Elevator Management may, at its discretion and without liability to anyone, bypass the subject vessel. If the vessel is ordered to berth and a delay in delivery of the vessel to berth occurs in excess of two (2) hours from the time that the berth is no longer occupied (last line of vessel departing berth) due to circumstances or conditions within the control or due to the fault of the vessel, its owner(s), operator(s), charterer(s), agent(s) or employees, the vessel its owner(s), operator(s), charterer(s) and/or agent(s) shall be responsible for a dead berth charge of \$9,000.00 for each hour, or fraction thereof, until the vessel is moored in berth (last line), regardless of intervening circumstances of any nature, which shall be assessed as liquidated damages.

Notwithstanding any other contract, agreement or tariff provision to the contrary, CHS Inc. does not warrant the safety of the Port of New Orleans (which shall be defined for this section as the city of New Orleans to the mouth of the Mississippi River), or any anchorage or berth contained therein. The vessel and its crew shall have sole responsibility for ensuring that the vessel can safely navigate, moor, anchor, berth, lie and float within the Port.

Berthing Prior to Certification

Item No. 42

At the sole discretion of the Elevator Management, a vessel may be allowed to tie up at the Elevator berth prior to having received all of the certificates requested under Item No. 38 hereof. Laytime shall not commence until all holds assigned to the Terminal to load have passed and filed regardless of loading commencement time. If said vessel fails to supply such certificates prior to loading commencement, the vessel still must vacate the berth within three (3) hours of being ordered to do so by the Elevator manager. Should such vessel fail or decline to vacate the berth, upon arrival of the tugs and pilots and no more than three (3) hours after receipt of notice to vacate, then such vessel shall be subject to liquidated damages at a rate of \$9,000.00 for each hour, or fraction thereof from one (1) hour after receipt of the notice to vacate until vacation occurs, regardless of any intervening circumstances of any nature.

Shiphold Fumigation

Item No. 43

The owners/masters/agents of vessels presenting a 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. 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 of the vessel shall be responsible for any and all resulting costs, damages, delays

and expenses. Any crew member(s) wishing to vacate the vessel while fumigation takes place will do so at the expense of vessel's owner.

Agents, and All Other Ship Vendors Insurance

Item No. 44

Agents and all other ship vendors shall be required to procure and maintain during the duration of their work hereunder insurance as set forth below:

- | | |
|---|--|
| A. Workers Compensation/
Employers Liability | <ol style="list-style-type: none">1. Statutory workers compensation in compliance with the laws of the state in which the work may be performed by the agents/ship vendors hereunder, with a minimum Employer's Liability policy limit of USD \$1,000,000.00 each person and each occurrence.2. Include United States Longshore and Harbor Workers' Compensation Act coverage where applicable.3. Include voluntary compensation coverage.4. Include occupational disease coverage.5. Include borrowed servant or alternate employer endorsement naming the CHS Group as the alternate employer and stating that an action brought against any member of the CHS Group under the theory of "statutory employer", "borrowed servant" or "alternate employer" or any similar theory will be treated as a claim against agent/ship vendor..6. Include maritime employers liability endorsement, including transportation, wages, maintenance and cure. |
| B. Comprehensive
General Liability | <ol style="list-style-type: none">1. Minimum policy limit of USD \$2,000,000.00 per occurrence/aggregate.2. Include sudden and accidental pollution coverage.3. Include completed operations hazard coverage.4. Include broad form property damage coverage. |

5. Deletion of all watercraft exclusions.
 6. Blanket contractual liability coverage applicable to all liability, indemnity and hold harmless provisions assumed under this Tariff.
 7. Include independent contractors coverage.
- C. Automobile
1. Minimum policy limit of USD \$1,000,000.00 combined single limit per occurrence or accident.
 2. Covering all owned, non-owned, hired and/or rented automotive equipment for bodily injury and/or property damage.
- D. Protection & Indemnity and Pollution (as applicable)
1. Primary protection and indemnity insurance, including contractual liability, collision/tower's liability and pollution buy-back endorsement subject to the terms and conditions of not less than the P&I SP-23 (Revised 1/56) form of policy or its equivalent with limit of \$5,000,000.00 applicable to any one accident or occurrence.
 2. Pollution insurance subject to an amount not less than \$5,000,000.00 and conditions available through the Water Quality Insurance Syndicate for OPA, CERCLA and other substances coverages.
- E. Excess Umbrella Liability
1. Excess liability insurance following form with the underlying coverages providing limits of liability of no less than USD \$3,000,000.00 per occurrence over coverages and limits provided under Items 44A through 44D.

CHS Group shall be named as an additional insured, with the exception of workers' compensation and employer's liability, and with waivers of subrogation in each of the foregoing policies. Each of the foregoing policies shall contain a requirement that the Elevator will receive thirty (30) days' notice of material change or cancellation, and all such policies shall be endorsed as primary to any coverage carried by any member of the CHS Group with each CHS Group member's insurance being non-contributory. Sufficient evidence of coverage shall be furnished to the Elevator prior to the commencement of work hereunder. A current Certificate of Insurance evidencing the above coverage must be on file at the Elevator office.

Dockage and Port Charges

Item No. 45

Dockage on all Self Trimming Bulk Carrier Vessels will be assessed at a rate of \$3.70 per International Gross Registered Metric Ton for the duration of the loading.

All Tween Decker, Container Carrier, and Ocean Going Barges, Vehicle Carrier Vessels and or vessels requiring any type of trimming (excluding bleeders) will be assessed at a rate of \$4.15 per International Gross Registered Metric Ton for a maximum of four (4) days and thereafter \$0.85 per International Gross Registered Metric Tonnage per day or fraction thereof. This amount shall be charged per twenty-four (24) hour period or fraction thereof, for the duration of the loading (i.e., from first mooring line on the berth through final mooring line off the berth).

All dockage shall be paid in advance. Dockage shall be calculated and charged based upon the highest international Gross Registered Tonnage as reflected in Lloyd's Register of Shipping or the International Tonnage Certificate tendered at filing. For Tanker Vessels and Tween Deck Vessels, the Elevator will estimate in advance the length of time which these vessels will be at berth, and require advanced payment for same.

The minimum dockage charge assessed for all vessels will be \$34,000.00. A minimum contingency fee of \$30,000.00 will be assessed to all vessels to help cover unexpected costs. If this fee is not used it will be refunded

Port Charges applicable to Vessels and Barges: Per Port Terminal Tariff of the Plaquemines Port Harbor Terminal District.

Water

Item No. 46

Water, when available, will be charged at a flat rate of \$1,250.00 per request. Vessels taking water in excess of the minimum are billed accordingly. The Elevator will supply water to the valve on the wharf and Vessel takes responsibility for monitoring water intake. Lines carrying water from valves to vessel are to be supplied by the vessel. CHS assumes no liability for the quality of the water.

Charges Due

Item No. 47

Terms are cash. All charges and advances are due and payable as arranged. CHS reserves the right to demand payment of charges in advance or to require posting a bond to secure payment of charges. There shall be deposited with the Elevator Management forty-eight (48) hours prior to berthing of the vessel, a sum determined by the Elevator Management, to ensure cash payment of all charges that occur in accordance with the terms of this Tariff. If such prior deposit is not made, the Elevator Management reserves the right to refuse berthing of the vessel and to suspend running of laytime until such time as deposit is made.

Notwithstanding the deposit and original calculation of estimated charges, CHS reserves the right to re-compute the cash advance estimate in the event the charges incurred may overrun the original estimate. The additional moneys required must be deposited at least four (4) hours prior to the estimated time of vessel completion. If such estimated charges or re-computed charges have not been received at least four (4) hours prior to the estimated time of vessel completion, Elevator Management may immediately cease loading and suspend running of laytime until such time as deposit is made or order vessel to vacate berth, with all costs and expenses incurred to be for the account of vessel owner/agent. All charges in excess of prior deposits are refundable within a reasonable time after completion vessel loading and the computation of the related charges. Any vessel which does not vacate the berth within one (1) hour after notice to vacate the berth is delivered to the vessel's master, mate or agent shall be subject to liquidated damages at a rate of \$9,000.00 for each hour, or fraction thereof, after receipt of the notice to vacate until vacation occurs regardless of intervening circumstances of any nature.

The elevator reserves the right to deny use of the Facility to those failing to comply with payment requirements as stated here with. A vessel will not be allowed to berth if there is an outstanding payable in excess of sixty (60) days due CHS from the agent of record, owner/s or charterer/s agent or from the vessel due to a previous docking of the vessel. Any and all expenses caused by this action shall be for the account of the party refusing to settle payment with CHS. These expenses shall include but not be limited to loss of vessel despatch, vessel demurrage, any and all owner/s and/or charterer/s claims, barge demurrage, plant downtime expense, liquidating damages and attorney fees for any proceeding necessary to collect these expenses.

The responsibility for the payment of all charges shall be that of the local agent of record for the vessel. If any agent of record has an outstanding balance due as billed by CHS, CHS has the right to off-set future refunds due that agent.

Special Contracts

Item No. 48

Contracts for service or items not specifically provided for in this Tariff or for charges not specifically provided shall be commensurate with the extent and nature of the contract involved and will be set by CHS

when such need occurs. The rates and charges set forth in this Tariff do not apply to the United States Government or any agency thereof with whom special contracts executed from time to time may require different rates and charges.

SECTION III - Loading

Berthing

Item No. 49

Upon berthing, vessel shall immediately and at all times provide adequate lighting, equipment and appropriate officers and crew aboard to permit reception of cargo at any time of the day or night, including Saturdays, Sundays and Holidays. At least one crew member with proficient English-speaking ability must be available at all times for communication purposes with the Elevator.

All vessels loading grain at the Elevator berth are subject to USDA regulations which require all vessels to be re-inspected by their inspection department just prior to loading alongside wharf and this inspection is considered by the USDA to be the final inspection prior to the vessel receiving grain. All inspections prior to this final inspection are classified as preliminary inspections.

If a vessel is turned down for any reason at time of final inspection alongside wharf, such vessel may have its original filing canceled and be ordered to vacate the berth within three (3) hours after the notice to vacate the berth is delivered to the vessel's master, mate or agent. If a vessel refuses or fails to vacate the berth within three (3) hours after receipt of the notice to vacate, CHS shall be entitled to charge and recover as liquidated damages, the sum of \$9,000.00 per hour for each hour, or fraction thereof, after receipt of the notice to vacate until vacation occurs regardless of intervening circumstances of any nature. A vessel having its original filing canceled must re-file at the Elevator upon passing re-inspection in its entirety according to terms and conditions of the Elevator Tariff.

If a vessel is ordered to berth by CHS and accepts the berth but cannot arrive within two (2) hours from the time of the order due to any reason other than river or weather conditions, CHS may, in CHS's sole discretion, cancel the original filing, order a second vessel to berth, and assess the cancelled vessel, her owner(s), operator(s), charter(s) and agent(s) a dead berth charge of \$9,000.00 (the 'Dead Berth Charge') for each hour or fraction thereof until a licensed pilot boards the second vessel, regardless of intervening circumstances of any nature, which shall be assessed liquidated damages. A vessel having its original filing canceled must re-file at the Elevator upon passing re-inspection in its entirety according to terms and conditions of the Elevator Tariff.

Line Handling

Item No. 50

All line handling at the Elevator will be handled by CHS. A charge will be assessed each time the lines are handled, a crew is scheduled, or a vessel moved at berth. The charges will be assessed against the vessel/owner and/or agent.

Vacating Berth

Item No. 51

Whenever a vessel is unable or refuses to load, the Elevator Management may order the vessel to vacate the berth within three (3) hours after notice to vacate is delivered to the vessel's master, mate or agent. If a vessel refuses or fails to vacate the berth within three (3) hours after receipt of the notice to vacate, CHS shall be entitled to charge and recover as liquidated damages the sum of \$9,000.00 per hour for each hour, or fraction thereof, from one (1) hour after receipt of the notice to vacate until vacation of the berth occurs regardless of any intervening circumstances of any nature. Furthermore, CHS reserves the right to order, at its sole discretion, any vessel to vacate the berth. Should the vessel fail to vacate the berth when so ordered, a charge of \$9,000.00 per hour, for each hour, or fraction thereof, that the vessel remains in berth, shall be assessed against the vessel and/or its owners and agents as liquidated damages, which charge of \$9,000.00 per hour shall be assessed continuously until the vessel vacates the berth, regardless of intervening circumstances. If the vessel does not vacate the berth when so ordered, the vessel will be subject to, in addition to the liquidated damages above, all costs (including but not limited to attorney's fees) and expenses in connection with the moving of the vessel, which costs and expenses (and liquidated damages) shall be for the account of and the full risk of the vessel, its owner(s) and/or operator(s) and/or charterer(s) and agent(s).

Loading Rotation

Item No. 52

The Elevator Management may alter the turn of vessels to be loaded when, in its sole judgment, this is in the best interest of Elevator operations.

Continuous Readiness

Item No. 53

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 and to comply with the directions of Elevator Management. Vessel will be allowed 30 minutes starting from the time last line is called to secure gangway, open hatch covers and/or reposition cranes as directed by the Elevator staff. Any delay in loading by vessel or refusal to follow directions of Elevator Management shall subject vessel to a charge of \$9,000.00 for each hour, or fraction thereof, of delay which shall be assessed as liquidated damages regardless of intervening circumstances of any nature. Any and all delay caused by weather shall be at the direction of the Federal Grain Inspector Service.

On those vessels requiring that artificial separations be built, or vessels requiring dozer work, a rate of \$5,000.00, per hour, or part thereof, will be charged during any period(s) of time that such building of separations or required dozer work causes loading restrictions and/or delay of any nature, regardless of the reason causing that delay. If dozer work or building a separation would completely halt all loading, the vessel would be charged a delay at a rate of \$9,000.00 per hour or fraction thereof.

Trimming/Discharge

Item No. 54

If it is necessary for a vessel to trim in accordance with National Cargo Bureau Regulations or request of vessel, the Elevator Management must be notified upon filing Beth Application. Trimming includes vessels designed with bleeders that must be used to fill the hold voids. Any re-topping of full holds due to grain settlement while at berth will be considered trimming services and charged per tariff rates. The Elevator Management may discharge cargo which Elevator previously loaded when requested by the shipper, or required by law or regulation, or when, in its sole discretion, this is in the best interest of Elevator operations.

Overtime

Item No. 55

Overtime requested by vessels may be granted or denied by Elevator Management in its sole discretion.

Continuous Loading

Item No. 56

The Elevator Management reserves the right to require continuous loading of grain vessel through twenty-four (24) hours per day. The cost of overtime is for the account of vessel unless accepted by the chartered or shipper. Such estimated overtime expense will be paid prior to berthing of vessel. Any vessel refusing to work overtime may, at Elevator Management's sole discretion, lose its berth privilege in favor of the next vessel that is willing to work overtime. The vessel so losing its berth privilege shall be entitled to the berth first available thereafter, subject to the same overtime provisions set forth above.

There will be one thirty (30) minute period allowed for each vessel for the purpose of checking such items as draft, stability and to determine the vessel's cargo requirements. For any delays beyond this one thirty (30) minute period, the vessel will be charged \$2,250.00 per each fifteen (15) minute period or fraction thereof. In addition to the \$2,250.00 charge, any time used past the first thirty (30) minutes will be deducted from and shall not count as laytime.

Vacation of Berth Upon Completion of Loading

Item No. 57

Vessel shall vacate the berth within one (1) hour of completion of loading. Signing of Elevator Mates Receipt by an officer of the vessel, shall confirm such vessel has ceased loading operations having utilized all its available cubics to reach vessel's desired draft. If a vessel refuses or fails to vacate the berth within one (1) hour after completion of loading, determined by the PRESENTATION of the Mates Receipt by the Elevator, CHS shall be entitled to charge and recover as liquidated damages, the sum of \$9,000.00 per hour for each hour, or fraction thereof, from one (1) hour after presentation of the Mates Receipt or one-half hour after pilot is on board, whichever is first, until the vacation of the berth occurs, regardless of any intervening circumstances of any nature. If Vessel does not timely vacate the Elevator berth, the vessel will be subject to, in addition to the liquidated damages above, all costs (including but not limited to attorney fees) and expenses in connection with the moving of the vessel, which costs and expenses (and liquidated damages) shall be for the account of and the full risk of the vessel, its owner(s) and/or operator(s) and/or charterer(s) and agent(s).

Should any vessel refuse to sign an unclausured mates receipt presented to it by the Elevator operator, liquidated damages shall be assessed against the vessel and/or its owners and agents as stated above in this item.

Weather Conditions

Item No. 58

When, in the Elevator Management's opinion, weather conditions threaten the structural integrity of the dock, the vessel shall vacate the berth immediately if requested by the Elevator Management to do so until such time as weather conditions permit it to return. If vessel does not promptly leave the Elevator berth when so ordered, all costs (including but not limited to attorney's fees to pursue relief) and expenses in connection with the moving of the vessel, shall be for the account of and at the full risk of Indemnitors (as defined in Item 22 A). The Indemnitors shall defend, hold harmless and indemnify CHS Group (as defined in Item 22 A) pursuant to the provisions of Item 22 A., which indemnity shall extend to any and all costs, losses and/or damages sustained as a consequence of a failure or refusal to move the vessel, including, but not limited to, claims by any person or entity for personal injury, death, property damage, economic loss, demurrage, lost despatch, tug charges and port charges, regardless of any sole or partial negligence, fault or strict liability by CHS Group causing or contributing to the losses, damages or Claims. No liability will result for CHS Group through action or inaction under the terms of this provision.

Shifting Costs

Item No. 59

Shifting costs for coming in and out of the berth or while at the berth shall be at the expense of the vessel, its owner(s) and/or operator(s) and/or charterer(s). Any shifting while at berth will require the assistance of tugs as outlined in Item 60, pilot and linesman.

Use of Tugs

Item No. 60

All tug services to be used by vessels at the Facility must be arranged through the tug service company identified by the Facility (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 CHS.

CHS safety regulations and policies require all vessels to utilize tug assistance when berthing or departing the berth. Any vessel 450 feet in length or longer require 2 tugs to assist in berthing vessel or departing the berth. At certain river stages CHS reserves the right to require 3 tugs and/or hold in tugs at vessel expense. Failure to abide by CHS's safety regulations and policies pertaining to tug usage requirement as required by the terminal will result in a penalty charge assessed against the vessel in the amount of \$9,000.00 per safety infraction plus any and all costs incurred due to any damages caused as a result of the violation of CHS's safety regulations and policies.

The number and characteristics of the tugs used shall be determined first and foremost by number of tugs needed to maximize the safety of the berth. All vessels are required to make use of a sufficient number of tugs to safely accomplish this intended task, including, but not limited to, the use of reasonable care with regard to the size of the vessel, the current river conditions and the current weather conditions. All vessels being placed Head Down at berth will require the use of at least one tractor tug and will be charged as below. Vessel agents will be solely responsible for arranging tug service from the Designated Tug Company. All tug services shall be at the vessel's expense.

Current rates for all tug services can be found on the Facility's Designated Tug Company website:

<https://www.bissotowing.com/tariff/>

CHS Inc. reserves the right to assess fuel or other surcharges at the sole discretion of management.

If a vessel refuses to order tugs, the Elevator Manager shall order tugs and deduct tug cost from the ship deposit.

All vessels will be required to deposit with CHS Inc. 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 upon the filing of an Application for Berth. CHS 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 incurred by the Vessel at the stated tariff rates above.

Notwithstanding the requirements herein, CHS 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.

Security Fee

Item No. 61

Due to costs and expenses associated with the implementation of and compliance with the Maritime Transportation Security Act of 2002, 46 U.S.C. 70101 et seq., and implementing regulations, 33 C.F.R. 101, 104, effective July 1, 2004, each vessel calling at the Elevator shall be assessed a security fee of \$1,200.00 per day, or fraction thereof, due and payable in advance.

Vessel Work or Repair in Berth

Item No. 62

There shall be no work or repair of any nature on a vessel in berth when such work or repair involves welding, burning, scraping, or any "hot work", nor any work or repair where there is a possibility of flame or sparks unless prior express written approval is obtained from CHS.

Blowing Tubes

Vessels shall not "blow out their tubes" in the vicinity of the Elevator dock. A fine in accordance with the provisions of local ordinances shall be levied against any vessel, its Owner/s, Operator/s, Charterer/s, and/or Agent/s jointly and severally agree to defend, indemnify, and reimburse CHS Group for and against any claim, suit or loss CHS Group may suffer as the result of such violation pursuant to the provisions of Item 22A.. If "blowing out tubes" occurs while vessel at berth, CHS will request the vessel to immediately depart the berth at the expense of vessel, Owner/s, Operator/s, Charterer/s and Agent/s jointly and severally.

Port Log/Statement of Facts

Item No. 63

Upon completion of loading, the vessel agent shall supply the Port Log/Statement of Facts to the Elevator for its review and/or additions and/or revisions, if any, prior to same being signed by any party.

Prohibition of Delivery of Bunkers to Vessel in Berth

Item No. 64

Delivery of bunkers to vessel in berth is prohibited.

Vessels may be allowed to take on bunkers in an emergency situation while in berth, on a case-by-case basis, provided they submit a signed Bunkering Agreement (in the form provided by the Elevator operator) in advance. Bunkering charges are provided in the Bunkering Agreement form.

Prior to berthing, vessels loading at the Facility 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, spill, containment, control and procedures. 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.

Facility Usage

Item No. 65

An Elevator Facility Usage Charge (Item No. 69) is assessed all stevedores operating at the Elevator for benefits delivered from the use of the terminal facilities and for services performed by CHS.

Stevedore for Loading

Item No. 66

Unless CHS or St. Paul Maritime Corp. is appointed to perform the stevedoring, the vessel shall have engaged a stevedore prior to berthing.

The Elevator does not provide trimming machines. Hand trimming is NOT permitted.

Any and all trimming, dozing and/or separation(s) must be arranged with the Stevedoring Company performing the loading, prior to berthing of the vessel.

Stevedore, Agents, and All Other Ship Vendors Dock Access, and Work Rules

Item No. 67

The regulations for access to and use of the dock facilities and the conduct of stevedore, agents and all other ship vendors' operations at the Elevator are set forth in standard forms of agreement with individual stevedores, agents, and all other ship vendors. The Elevator, upon request, will furnish copies of such agreements.

All vessel vendors not required, in the opinion of CHS, for the vessel loading at CHS dock, that request access to the vessel via CHS property, shall be assessed by CHS, at a flat rate of \$500.00 per request. This shall apply to any and all persons, with the exception of vessel Agents, Crew, NCB, Pilots and State or Federal Regulatory personnel and Stevedores, All access appointments must be made at the Elevator office between the hours of 08:00 a.m. to 16:00 hours p.m. Monday through Friday. Such person wishing access across CHS dock must have in his possession a letter from the master (Vessel Seal Affixed) stating the Vessel agrees to pay the Tariff Charges necessary to get the person or persons aboard the vessel across the CHS dock. Vendors not required by the vessel, requesting vessel access via CHS dock, shall be required to pay cash before access shall be permitted. CHS reserves the right to forbid any vessel vendor access in a situation which, in CHS' sole judgment, interferes with operations, or presents safety or environmental risk, or conflicts or is restricted or prohibited by applicable laws or the vendor has not filed the proper Insurance Certificate. Without limiting its general application to all users under this Tariff, Item No. 22 A, Liability Waiver and Indemnity, applies to the vessel and any person participating in access to Vessel across CHS dock. Anyone accessing CHS dock to board a vessel at berth must be cleared by CHS Management Office and issued the appropriate passes or person(s) will be considered trespassers and will be dealt with accordingly.

Overtime

Item No. 68

Regular working hours are 7:00 a.m. - 3:00 p.m. (0700 - 1500), Monday through Friday
Overtime is 3:00 p.m. - 7:00 a.m. (1500 - 0700), Monday through Friday, Saturday, Sunday, and Holidays
Overtime rates shall commence with first line and cease with last line.

All overtime - \$1,250.00 per hour, or fraction thereof, which shall exclude the current overtime differential for USDA/FGIS weighing and inspection personnel.

By filing a berth application, the vessel and/or owner/s and/or operator/s and/or agent agrees either to work overtime if required by the Elevator or to vacate the berth assigned if ordered by the Elevator.

Facility Usage Charges

Item No. 69

Per long ton of 2,240 pounds loaded on vessel; Self Trimming Bulk Carriers - \$0.40; Bulk Carriers that require Trimming - \$0.45; Tween Deckers and Tankers - \$0.65; including all other vessels, unless special arrangements would predicate higher rates are necessary.

Meal and Pellet loading: Bulker - \$0.55 Per Long Ton; Tanker and Tweek Decker - \$0.65 Per Long Ton

Trimming

Item No. 70

Spoon trimming: \$2,300.00 per hour (includes cost of spoon, does not include Stevedore labor)

Re-topping: \$2,300.00 per hour (method for re-topping to be determined by the Stevedores)

CHS does not own a Trimming Machine and will not perform this type of trimming.
Hourly trimming charges are based on per hold assessments.

Butterworks, Bleeders and Wing Tank Trimming \$4,500.00 Per Hour.

Dozer trimming: \$5,000.00 Per Hour or fraction thereof.

Vessels in excess of 106 foot beam will receive trimming at vessel expense to facilitate loading. Method of trimming will be determined by the Elevator staff and will include "spoon" or "dozer" trimming whichever is more practical

Pontoons

Item No. 71

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 one dollar (\$1.25) per long ton of *cargo*.

Gangway/Stairway/Ladder Provision and/or Rental

Item No. 72

When a gangway, stairway and/or ladder is provided by CHS Group, Indemnitors (as defined in Item 22 A) agree to the terms of the Gangway Rental Agreement, which terms are supplemental to, and not a limitation of, Indemnitors' obligations under other provisions of this Tariff, including, but not limited to, Items 7, 11 and 22 A. Indemnitors also agree to assume full responsibility for loss of or damage to the leased and/or provided gangway, stairway and/or ladder which occurs during the term of this rental agreement and agree to pay all costs to replace and/or repair said gangway, stairway and/or ladder, regardless of the cause of the loss or damage. Indemnitors agree to assume full and exclusive responsibility to assure safe gangway/stairway/ladder ingress and egress to/from vessel, and use, at all times. Indemnitors agree to assume any and all liability that arises concerning safe ingress and egress to/from vessel while at anchor, and while present at or secured to CHS Group's wharf, and agree to indemnify CHS Group pursuant to the provisions of Items 7, 11 and 22 A. Gangway Rental rates are as follows:

Minimum One Day Charge - \$600.00
Includes Placement / Removal
\$600.00 for each additional day or fraction thereof.

One Spout Loading

Item No. 73

Vessel load sequences and/or stowage that requires less than two (2) loading spouts (of the four (4) available), shall be charged \$2,250.00 per one-half hour, or fraction thereof, for all time used in excess of the first one-half hour.

Grading and Weighing

Item No. 74

Determination and certification of grain quality and quantity will be performed by personnel of the Federal Grain Inspection Service of the United States Department of Agriculture at its established rates. The expense of such certification will be borne by the depositor of the grain or the owner of the warehouse receipt. Weighing and inspection fees shall be for the account of Owners/Masters/Agents in accordance with United States Department of Agriculture Federal Grain Inspection Service charges.

Line Handling

Item No. 75

Per each handling of lines - \$950.00. Stand-by time or time used in excess of two (2) hours will be at a charge of \$350.00 per hour or fraction thereof.

Clean Up Charges

Item No. 76

Each vessel will be charged \$475.00 for Wharf Clean Up.

Dust Arresting Tarpaulins

Item No. 77

Each vessel will be charged \$500.00 per hold plus stevedore labor to install for use of dust arresting tarpaulins if deemed necessary by CHS to control loading emissions.

SECTION IV - Definitions and Notes

Dockage

Item No. 78

The charge assessed against vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

Storage

Item No. 79

The service of providing warehouse facilities for the storing of inbound or outbound grain.

Loading or Unloading

Item No. 80

The service of loading or unloading grain between any place on the terminal and railroad cars, trucks, barges or any other means of conveyance to or from the Facility.

Grain

Item No. 81

The term "Grain" shall include wheat, corn, oats, barley, rye, grain sorghum, soybeans, and any other grain for which standards may be established under provisions of the United States Grain Standards Act.

Elevator

Item No. 82

The terms "CHS Elevator" and "Elevator", wherever used in this Tariff, shall mean the CHS Terminal Elevator at Myrtle Grove, Louisiana, including the wharf, plant and all movable and immovable property owned or operated by CHS Group.

Straight-Time

Item No. 83

Straight-time work shall be between the hours of 7:00 a.m. and 3:00 p.m. (0700 - 1500), Monday through Friday. All other time shall be considered overtime hours.

Overtime Hours

Item No. 84

Overtime work shall be between the hours of 3:00 p.m. and 7:00 a.m. (1500 - 0700), Monday through Friday, Saturdays, Sundays, and Holidays. All other time shall be considered straight-time hours. Overtime charges shall commence with first line and cease with last line.

Holidays

Item No. 85

New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Presidents Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Columbus Day, All Saints Day, Election Day, Veterans Day, Thanksgiving Day, Acadian Day, Christmas Eve Day, Christmas Day and New Year's Eve Day. If any holiday falls on a Saturday, the Friday prior shall be considered a holiday. If any holiday falls on a Sunday, the following Monday also shall be considered a Holiday under this Tariff, and any other day that shall be ordered or proclaimed as a holiday by the governments of the United States or the State of Louisiana.

CHS reserves the right to declare other special Holidays at its discretion by informing the berth user scheduled for the declared special Holiday not less than 7 days in advance.

Berth

Item No. 86

That section of a wharf, including mooring facilities used by a vessel while docked.

"Vessels" Acceptable for Loading

Item No. 87

Wherever the word "vessel" or "vessels" appears in this Tariff, it is understood that it is reference only to dry cargo ocean vessels of a type customarily engaged in the carriage of grain. Other vessels including liners as defined by the Shipping Act of 1916 as amended will not be accepted for loading except at the convenience of the Elevator and under the terms, rates and conditions to be negotiated in such instance.

Trimming

Item No. 88

Distributing cargo in a ship so that the load will not shift and in order to ensure that the weight will be properly distributed, or whenever any equipment is attached to the loading spout or mechanical diversion of grain flow onto ship, or any vessel loading that requires restrictive flow of product on any one of the ship loading spouts.

Users

Item No. 89

The term "user" or "users" shall include all vessels, barges, trucks, railroad cars and other means of conveyance which utilize the services and/or facilities of the Elevator, including the owners, operators, charterers, managers and agents of the foregoing.

Charterer

Item No. 90

The term "Charterer" or "Charterers" shall mean all bareboat, demise, time and voyage charterers of a vessel covered by this tariff, other than CHS.

CHS Group

Item No. 91

The term "CHS Group", wherever used in this Tariff, shall mean, individually and collectively, CHS Inc., its affiliated and related companies, and the respective directors, officers, employees, contractors, subcontractors, agents, assets and insurers of all of the foregoing, and all persons, firms or other entities which may manage, own or control the operations of said Elevator and wharf, and the respective directors, officers, employees, contractors, subcontractors, agents and insurers of all of the foregoing.

SECTION V - Miscellaneous

Topic Headings

Item No. 92

Topic headings are used for convenience, and shall not be construed to alter or limit the terms and provisions of this tariff.

Conflicting Contracts

Item No. 93

In the event CHS Group and any other person or entity bound by this Tariff are parties to another contract, the terms of this Tariff shall supersede the terms of such other contract executed prior to the berth application where there is a conflict, making the terms of this Tariff applicable to the extent there is a conflict between the provisions of the Tariff and such other contract. Non-conflicting terms shall remain unaffected.

Law and Jurisdiction

Item No. 94

Any and all claims, causes of action and/or disputes directly or indirectly related to a vessel's call in the Port of New Orleans (as defined above) or at the CHS Facility, including those of the owners, operators, managers, charterers and agents of such vessel, and other users of the Facility, which cannot be resolved amicably, will be subject to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana. If that court lacks subject matter jurisdiction, then exclusive jurisdiction shall rest with the Twenty Fifth Judicial District Court for the Parish of Plaquemines, State of Louisiana. Disputes will be resolved under United States statutory and general maritime law, in the absence of which Louisiana state law will apply. In the event CHS must move to dismiss a lawsuit filed in violation of this provision, the reasonable attorney's fees and costs incurred by CHS shall be paid by the plaintiff(s) in that action.

Billing and Collection

Item No. 95

In the event an advance deposit on behalf of a vessel is, in CHS' determination, insufficient to cover all costs, charges, obligations and liabilities established by this Tariff or applicable law, and in the event CHS does not demand payment of same before the vessel's departure, CHS shall have the right to issue an invoice to the vessel's owners, charterers, operators, managers and/or agents, which must be paid within 30 days of issuance. If the invoice is not paid within 30 days, interest shall accrue on the invoice from the date of issuance at the rate of 1.5% per month or fraction thereof. All invoice disputes must be made within 30 days of issuance. In the event legal action is required to obtain payment of the invoice, CHS shall be entitled to recover its reasonable attorney's fees and costs.

Force Majeure

Item No. 96

Neither party shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by a Force Majeure event. The term "Force Majeure" as used herein will mean any event, wherever occurring, that is not reasonably within the control of the party claiming Force Majeure and which by the exercise of due diligence, the affected party is unable, wholly or in part, to prevent or overcome, including without limitation, acts of God; unusual weather conditions; tsunamis; strikes, lockouts, or boycotts of regional or national origin not directed solely at the parties; nationwide material or labor shortages; transportation accidents; restrictions imposed by any governmental authority; terroristic threat or act; and civil riot. The party claiming Force Majeure will give prompt written notice to the other of any such event or circumstance, and each party will cooperate in good faith with the other to mitigate the impact of any such event or occurrence and do all things commercially reasonable under the circumstances to achieve such goal.

SECTION VI - SCHEDULE OF CHARGES

Receiving

	<u>Per Bushel</u>
1. All grain by hopper rail car or barge:	8 cents
2. By-products by rail, barge:	by special arrangement

Official or certified inbound weighing charge will be assessed to the shipper as follows:

BARGES:	\$300.00 Per Barge: for all barges with lift cover, steel or fiberglass covers
	\$1300.00 Per Barge: for all barges with roll top covers

Any barge that spills cargo from the cargo hold when the barge covers are lifted or removed, shall be considered over filled.

Any shipper who supplies the Terminal a barge that is overfilled shall:

1. Be responsible for the cargo that spills into the river and the lost weight of the unweighed spilled cargo;
2. Any cargo that falls onto the barge walkways shall be removed by CHS at a cost to the barge supplier of \$200.00 per barge. If possible, and if the spilled cargo is deemed salvageable, CHS shall reintroduce this cargo back to the cargo hold.

RAILCARS:	Batch Weighed \$30.00 Per Car (10 or more cars)
	Single Weighed \$35.00 Per Car
	Official Weights available at additional hourly cost and by special arrangement only.

Loading

Vessels per bushel	8 cents
Barges, rail cars, trucks or by-products	by special arrangement

As to all grain loaded out of the warehouse into vessels, there shall be additional charges, Payable by the vessel, for stevedoring services at the rates set forth in this tariff.

Aeration

Per bushel, (based on licensed bin capacity), per day, (as of midnight) – one \$0.01 cent.

Storage

1. Per bushel, per day (on inventory as of midnight)	.167 of a cent.
2. Identity preserved on a per bin basis	by special arrangement only
3. Non whole grain products per bin basis	by special arrangement only

Special Services (Conditioning)

DRYING

Drying grain will be per bushel, per percent of moisture reduction by special arrangement only

SHRINKAGE

The depositor or owner of the warehouse receipt so handled shall be liable for weight shrinkage.

Potable Water

Water, when available, will be charged at a flat rate of \$1250.00 per request. Vessels taking water in excess of the minimum are billed accordingly. The Elevator will supply water to the valve on the wharf and Vessel takes responsibility for monitoring water intake. Lines carrying water from valves to vessel are to be supplied by the vessel. CHS assumes no liability for the quality of the water.

Elevator Overtime

Monday through Friday 15:00 to 07:00: \$1,250.00 per hour

All Day Saturday, Sunday & Holidays: \$1,250.00 per hour

Overtime rates shall commence with first line and cease with last line.

All overtime- \$1,250.00 per hour, or fraction thereof, which shall exclude the current overtime differential for USDA/FGIS weighing and inspection personnel.

Dockage

Dockage will be assessed at the following rates:

Self-Trimming Bulk Carrier Vessels - \$3.70 per international Gross Registered Ton for the duration of the loading. The gross tonnage of vessels used for calculation of the dockage charges will be based on the INTERNATIONAL TONNAGE CERTIFICATE. If this certificate is not available, CUSTOMS FORM 1301 will be required. A copy of the INTERNATIONAL TONNAGE CERTIFICATE or CUSTOMS FORM 1301 will be required when presenting the berth application.

Tween Decker, Container Carrier, Ocean Going Barge, Vehicle Carrier Vessels and or vessels requiring any type of trimming (excluding bleeders) will be assessed at a rate of \$4.15 per International Gross Registered Metric Ton for a maximum of four (4) days and thereafter \$0.85 per International Gross Registered Metric Ton per day or fraction thereof per 24 hour period or fraction thereof, for the duration of the loading (i.e., from first mooring line on the berth through final mooring line off the berth.) For Tanker Vessels and Tween Deck Vessels, the elevator will estimate in advance the length of time which these vessels will be at berth, and require advanced payment for same.

The minimum dockage charge assessed for all vessels will be \$34,000.00. A minimum contingency fee of \$30,000.00 will be assessed to all vessels to help cover unexpected costs. If this fee is not used it will be refunded.

Port Charges applicable to Vessels and Barges per *Port Terminal Tariff of the Plaquemines Port Harbor Terminal District*.

Security Charges

Due to costs and expenses associated with the implementation of and compliance with the Maritime Transportation Security Act of 2002, 46 U.S.C. 70101 et seq., and implementing regulations, 33 C.F.R. 101, 104, effective July 1, 2004, each vessel calling at the Elevator shall be assessed a security fee of \$1,200.00 per day, or fraction thereof, due and payable in advance.

Facility Charges

Facility charges are based per long ton (2240 pounds).

Self-Trimming Bulk Carriers - \$0.40

Bulk Carriers that require Trimming - \$0.45

Tween Deckers and Tankers - \$0.65 including all other vessels, unless special Arrangements would predicate higher rates are necessary.

Meal and Pellet loading:

Bulker: \$0.55 per Long Ton
Tanker and Tween Decker: \$0.65 per Long Ton

Clean Up Charges

Each vessel will be charged \$475.00 for cleanup of wharf.

Dust Arresting Tarpaulins

Each vessel will be charged \$500.00 per hold plus stevedore labor to install for use of dust arresting tarpaulins if deemed necessary by CHS to control loading emissions.

Trimming

Spoon trimming: \$2,300.00 Per Hour (includes cost of spoon, does include Stevedore labor)

Re-topping: \$2,300.00 per hour (method for re-topping to be determined by the Stevedores)

Butterworks, Bleeders and Wing Tank Loading / Trimming: \$4,500.00 Per Hour

Dozer trimming: \$5,000.00 Per Hour or fraction thereof

Vessels in excess of 106 foot beam will receive "spoon" and/or dozer trimming at vessel expense to facilitate loading.

The Elevator does not provide trimming machines.

Any and all trimming, dozing and/or separation(s) must be arranged with the Stevedoring Company performing the loading, prior to berthing of the vessel.

Pontoon Hatches

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 \$1.25 per long ton of cargo.

Line Handling

Per each handling of lines - \$950.00. Stand-by time or time used in excess of two (2) hours Will be at a charge of \$350.00 per hour or fraction thereof.

Rates for Tug Service

Current rates for all tug services can be found on the Facility's Designated Tug Company website: <https://www.bissotowing.com/tariff/>

CHS Inc. reserves the right to assess fuel or other surcharges at the sole discretion of management.

Shifting

Shifting costs for coming in and out of the berth or while at the berth shall be at the expense of the vessel, its owner(s), and/or operator(s) and/or charterer(s). Any shifting requires the assistance of tugs, pilot and linesmen.

Gangway Rental

Rental of Elevator gangway (includes placement/removal)
\$600.00 - Minimum One Day Charge
\$600.00 - Each additional day or fraction thereof