

ZEN-NOH GRAIN CORPORATION

8886 HIGHWAY 44

CONVENT, LOUISIANA 70723

DOCK TARIFF NO. 6

EFFECTIVE NOVEMBER 1, 2015

(SUBJECT TO REVISION WITHOUT NOTICE)

GENERAL OFFICE

ZEN-NOH GRAIN CORPORATION

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**ZEN-NOH GRAIN CORPORATION
CONVENT, LOUISIANA**

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SECTION II	VESSELS AND FILING
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SECTION I

GENERAL RULES AND REGULATIONS

1. Notice to Public

This Tariff constitutes due notice to the public, and to all vessels and their owners, operators, charterers, masters, crewmembers, agents, inspectors, visitors, suppliers, repairmen and contractors, that use or propose to use the facilities or services of the Zen-Noh Grain Corporation ("ZGC") export grain elevator terminal ("Terminal") in Convent, Louisiana, that the rates, charges, rules and regulations herein apply without specific notice, quotation to or arrangement with Users (excepting as otherwise specified herein). Use of the Terminal's facilities and/or services shall constitute an agreement by Users to abide by the rules and regulations provided in this Tariff and to be jointly and severally liable for the charges in this Tariff and any liabilities that arise thereunder.

2. Private Port/Common Carriers Prohibited

The Terminal is a private port under the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act, and implementing regulations. Common carriers by water will not be accepted for loading at the Terminal. According to section 3(6) of the Shipping Act, as amended, a common carrier is defined as "a person that holds itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country for compensation . . . but . . . does not include a carrier engaged in ocean transportation by . . . ocean tramp ."

3. Limitation of Liability

ZGC shall not be liable for marine or other types of losses or damages to grain or to vessels and their contents, directly or indirectly arising out of or during the vessel's presence at or use of the Terminal's facilities, unless caused solely and directly by ZGC's negligence or willful misconduct. As to any other matter, ZGC shall not be liable to the vessel, its owner(s), operator(s), charterer(s), master, crewmembers, agent(s), contractors or invitees (collectively, "Users"), for bodily injury or illness, loss of life or economic loss directly or indirectly arising out of or during any User's presence at or use of the Terminal's facilities, equipment or services, unless caused solely and directly by ZGC's gross negligence or willful misconduct.

4. Waiver of Demurrage, Loss of Despatch and Delays

ZGC will undertake to furnish all services specified in this Tariff with reasonable promptness, but is not obligated to furnish services and does not undertake to do so within any particular time period except to the extent required by applicable statutes, rules and regulations. ZGC shall not be liable for any

demurrage, loss of despatch or other damages for delays incurred by a vessel, its owner(s), operator(s), charterer(s) or agent(s), unless solely and directly caused by ZGC's willful misconduct or gross negligence; nor shall ZGC be in any way liable for losses, costs or expenses related to or arising from ZGC's insistence on, or adherence to, any provisions in this Tariff.

5. Vessel Liability

The vessel and its owners, charterers, operators and agents shall be liable for the cost of restoration, replacement and repair for damage to or destruction of Terminal property or equipment caused by any User, and for any loss of revenue to ZGC caused thereby. ZGC reserves the right to repair, contract for repair, or otherwise cause to be repaired, any and all damages, at the expense of the vessel owner.

6. Hold Harmless and Indemnification

The vessel and its owners, charterers, operators and agents shall defend, indemnify and hold harmless ZGC, its parents, subsidiaries, divisions, affiliates, joint ventures and/or insurers, and their respective officers, directors, and employees, from and against all claims, suits, damages, losses, fines, penalties, liabilities and expenses (including without limitation attorney fees and court costs), in connection with any bodily injury or illness, loss of life, damage to or loss of property, pollution, economic loss and government fines and penalties, by any cause directly or indirectly arising out of or related to the vessel's visit to the Terminal, including without limitation: (i) the vessel's presence at or adjacent to the Terminal; (ii) berthing at or deberthing from the Terminal; (iii) any User's use of the Terminal's facilities, equipment or services; (iv) transportation or movement of any User to or from the Terminal, by vessel, air or motor vehicle; (v) any User's breach of any obligation in this Tariff; (vi) any User's negligence, misconduct, illegal activity or failure to observe applicable laws or regulations; (vii) the unseaworthiness of any vessel; (viii) the acts or omissions of any tug, midstream loader or any other third party; (ix) any stowaway or asylum-seeker; (x) detention of the vessel at the Terminal by any governmental authority; (xi) inclement weather or river conditions; (xii) the loading of grain or stores onto the vessel; and/or (xiii) any defect or deficiency, hidden or otherwise, of Terminal facilities, berth or equipment; except where caused solely and directly by ZGC's gross negligence or willful misconduct, or in the case of losses of damages to grain or the vessel and its contents, ZGC's negligence. No other provision of this Tariff shall be deemed to limit the scope or application of this hold harmless and indemnification.

7. Security

In accordance with the Maritime Transportation Security Act and implementing regulations, ZGC has implemented the Alternate Security Plan ("ASP") published by the North American Grain Export Association. Anyone entering the Terminal at any time without the consent and approval of ZGC will be considered to be trespassing and will be reported to proper authorities. Entering the Terminal is deemed to be valid and informed consent to screening, inspection or search. Failure to consent will result in denial or revocation of authorization to enter. **In the event that the United States Department of Homeland Security announces a Homeland Security alert of MARSEC Level 2 or higher, ZGC will impose the restrictions required by the ASP, and any other restrictions as directed by the Captain of the Port.**

8. Choice of Law and Jurisdiction

Any and all claims, disputes or liabilities arising directly or indirectly from the use of the Terminal's facilities or services, or otherwise arising under this Tariff, shall be resolved under the general maritime law of the United States, in the absence of which Louisiana state law shall apply, and shall 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 23rd Judicial District Court for the Parish of St. James, State of Louisiana.

9. Remedies for Enforcement of Tariff

ZGC shall have all remedies available to it at law, in equity and/or under maritime, federal or state law to enforce the rules and regulations of this Tariff, including but not limited to canceling a vessel's Application for Berth or ordering a vessel from berth. ZGC shall also have all remedies available at law, in equity and/or under maritime, federal or state law to collect charges, damages, liquidated damages and indemnities, including but not limited to a maritime lien against the vessel and its cargo. ZGC shall be entitled to recover its attorney fees, expenses and costs incurred in any legal proceeding to enforce any provision of this Tariff.

10. Interpretation

ZGC reserves the right to interpret and apply the Tariff at its own discretion, subject only to the requirement to do so in good faith.

11. Amendment

ZGC reserves the right to amend this Tariff at any time. Amendments shall be effective immediately upon publication, except that any amendment which adds a new rate or changes an existing rate and results in increased cost to a shipper shall be effective 30 days after publication.

SECTION II

VESSELS AND FILING

1. Filing of Berth Application

Any vessel, owner, operator, or charterer desiring to berth at the Terminal must file an original Berth Application in person at the Terminal or, in ZGC's sole discretion, at ZGC's general office located at 1127 Service Road East, Hwy. 190, Covington, Louisiana (the "General Office"), on the form provided by ZGC, between 9:00 a.m. and 4:00 p.m. Monday through Friday, and between 9:00 a.m. and 12:00 noon Saturday, excluding Holidays. The Berth Application may not be filed unless and until the vessel is located at or above the 12-mile anchorage or the closest available anchorage to the Terminal. The original Berth Application must be signed by the vessel master, stamped with the vessel seal and signed by the vessel agent, and must include the following to be deemed complete:

- a. Copy of Stowage Examination Certificate issued by the Federal Grain Inspection Service, Destrehan Field Office, certifying that all cargo compartments to be loaded at the Terminal have been inspected and are free of insect infestation and objectionable odor, clean, dry and fit for cargo;
- b. Copy of Certificate of Readiness as to all compartments, issued by a local representative of the National Cargo Bureau, Inc.;
- c. Copy of International Tonnage Certificate or customs form 1301;
- d. Evidence to the effect that the vessel has been entered at the United States Customs House, Gramercy District;
- e. Copy of Original Notice of Readiness, certifying that the vessel has been tendered and accepted by the charterer, signed by the charterer's agent;
- f. Copy of the vessel master's stowage plan, acceptable to ZGC;

- g. Copy of the vessel master's proposed load rotation, by commodity, certified by the vessel seal and acceptable to ZGC;
- h. For all tankers and oil bulk ore (OBO) class vessels, a copy of Gas-Free Certificate certifying that all compartments are completely free from petroleum odor;
- i. Copy of Vessel Security Plan;
- j. Original Letter of Receipt, signed by the vessel master, certifying receipt of a color copy of the Terminal dock diagram; and
- k. The Vessel Deposit, if requested by ZGC pursuant to Section IV.9.

ZGC reserves the right, in ZGC's sole discretion, to accept an original Berth Application filed at the Terminal or General Office after hours, on weekends or Holidays, but will have no obligation to do so. ZGC reserves the right to refuse a Berth Application that does not conform to this Section II.1 or is filed by or on behalf of any vessel or person who fails timely to pay charges as invoiced, and stated in this Tariff.

2. Contract Formed

A contract between ZGC and the vessel, her owner(s), operator(s), charterer(s) and agent(s) (jointly and severally) to abide by all terms, conditions and provisions of the Tariff, and to be liable for all charges of whatsoever kind or nature in this Tariff and for any liabilities arising thereunder, shall be formed by the earlier of (1) filing a Berth Application in conformance with Section II.1 above, accepted in writing by the authorized representative of ZGC, and (2) berthing of the vessel.

3. Responsibility for Payment of Charges

The vessel agent who signs the berth application shall be responsible, in the first instance, for payment of all charges incurred by the vessel under this Tariff. Payment of such charges shall be the responsibility of the vessel, her owner(s), operator(s) and charterer(s) should the agent fail timely to pay charges as invoiced, and stated in this Tariff.

4. Waiver of Freight and Other Charges

Unless otherwise agreed in writing, filing of a Berth Application shall constitute a waiver by the vessel of any and all claims against ZGC, its parent, subsidiary and affiliated companies, for freight or other charges for cargo shipped and/or carried aboard the vessel.

5. Representations and Warranties

By filing a signed Berth Application, the vessel, her owner(s), operator(s), charterer(s), manager(s) and agent(s) represent and certify that:

- a. 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;
- b. The owner(s), operator(s) and charterer(s) of the vessel have adequate and appropriate insurance to cover damages associated with or resulting from a transportation security incident (as that term is defined in the Maritime Transportation Security Act of 2002) or terrorist act arising from or in any way related to the vessel's berthing at the Terminal;
- c. The vessel is located at the closest available anchorage to the Terminal or at the Terminal itself (unless otherwise excepted by ZGC);
- d. The vessel is available to berth at the Terminal and ready to load;

- e. The vessel is duly entered with United States Custom and Border Protection;
- f. Any and all stowaways have been removed from the vessel into the custody of the United States Citizenship and Immigration Services;
- g. The vessel has certificates showing that its cargo handling gear, if any, meets the applicable gear certification requirements of 29 C.F.R. 1918 and 1919;
- h. The vessel will work overtime if required to do so by ZGC;
- i. The vessel will timely vacate the berth if ordered to do so by ZGC;
- j. Bagging, strapping and fitting are not necessary;
- k. The vessel, its owner, operator, charterer and master are not a Specially Designated National (“SDN”) under any export sanctions enforced by the U.S. Office of Foreign Asset Control;
- l. The vessel will defend, indemnify and reimburse ZGC for and against any claim, suit or loss ZGC may suffer as a result of a breach of any of these warranties; and
- m. The vessel, her owner(s), operator(s), charterer(s), manager(s) and agent(s) have read, understand and agree to the limitations of liability, indemnifications, liabilities and charges provided in this Tariff.

6. Berthing Prior to Certification and/or Application

ZGC reserves the right, in ZGC’s sole discretion, to instruct a vessel to proceed directly to berth prior to passing inspections and/or prior to submitting a complete, original Berth Application in conformance with Section II.1 above. In all such circumstances, lay time shall not commence until the vessel passes all required inspections and a complete, original Berth Application has been submitted and accepted by ZGC; nonetheless, berthing of the vessel shall constitute formation of a contract between ZGC and the vessel, her owner(s), operator(s), charterer(s) and agent(s) pursuant to Section II.2 above. ZGC reserves the right to order the vessel to vacate the berth if the vessel fails timely, in ZGC’s sole discretion, to pass any required inspection or submit a complete, original Berth Application, in which case the vessel must vacate the berth within one (1) hour of being ordered to do so by Terminal management. Should the vessel fail or decline to vacate the berth within one (1) hour after receipt of notice to vacate, the vessel shall be subject to liquidated damages in the amount of \$7,500.00 per hour, or fraction thereof, from receipt of the notice to vacate until the vessel actually vacates the berth, regardless of any intervening circumstances of any nature. Any vessel so ordered to vacate the berth will be placed in the line-up upon submittal of a complete, original Berth Application pursuant to Section II.1 above. If ZGC does not order the vessel to vacate the berth, lay time will not commence until the vessel passes all inspections and files a complete, original Berth Application pursuant to Section II.1 in this Tariff.

7. Re-Inspection

ZGC reserves the right, at ZGS’s sole discretion, to require re-inspection of all compartments by Federal Grain Inspection Service personnel and renewal of the Stowage Examination Certificate if, for any reason whatsoever, vessel has not commenced loading within seven (7) days of the date of execution of the original Berth Application.

8. Closest Available Anchorage

Vessels desiring to berth at the Terminal must anchor at the closest available anchorage to the Terminal, and in no event below the 12 Mile anchorage, unless otherwise specifically excepted by ZGC in its sole discretion. In the event a vessel fails to comply with this requirement, and another vessel(s), though

filed later, anchors at an anchorage closer to the Terminal than the subject vessel, ZGC may, at ZGC's sole discretion and without liability to anyone, bypass the subject vessel. ZGC does not, however, warrant the safety of any anchorage. 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 of South Louisiana.

9. Dead-Berth Charge

If a vessel is ordered to berth by ZGC 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, ZGC may, in ZGC's sole discretion, take the vessel off-hire, order a second vessel to berth, and assess the vessel off-hire, her owner(s), operator(s), charterer(s) and agent(s) a dead berth charge of \$7,500 (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 as liquidated damages.

10. Notice to Terminal

After filing in conformance with Section II.1 above, a vessel must inform ZGC immediately of any event, including but not limited to bunkering, repairs, labor unrest, or government restrictions, arrest or other action, that may prevent the vessel from coming to berth and being loaded immediately when called. In such events ZGC may, in ZGC's sole discretion, suspend lay time, alter the order of loading or cancel the filing and require the vessel to re-file.

11. Refusal or Inability to Berth

If, after filing a Berth Application and being ordered to the berth by ZGC, a vessel is unable or refuses to accept the berth for any reason whatsoever or otherwise fails to comply with this Tariff, ZGC may, in its sole discretion, cancel the filing. If the filing is cancelled, the vessel must re-file a complete original Berth Application pursuant to Section II.1 above, and will be assigned a rotation in the Terminal line-up based on the new filing time. If the filing is not canceled, lay time will be deemed to have stopped at the time the berth is refused and will not commence until the vessel actually commences loading. Any cost incurred by ZGC due to the vessel's refusal or inability to take the berth shall be for the vessel's account.

12. Order of Loading

ZGC, in its discretion, may alter the order of vessels to be loaded when, in ZGC's sole judgment, it is in the best interest of Terminal operations.

SECTION III

VESSEL LOADING

1. Officers and Crew Members Required

Vessels berthed at the Terminal shall at all times maintain appropriate officers and crew aboard to permit safe reception of cargo, shifting and, if ordered to do so, vacating the berth, at any time of day or night.

2. Dropping Anchor

Vessels are prohibited from dropping anchor at the Terminal.

3. Line Handling

All dock-side line handling at the Terminal will be provided by ZGC, with charges to be assessed against the vessel, its owner(s), operator(s), charterer(s) and agent(s) each time lines are handled or the vessel is moved at berth.

4. Seaworthy Trim

The vessel owner(s), operator(s), charterer(s), master and agent(s) must at all times ensure that the vessel will be and is loaded so as to remain in seaworthy trim throughout the loading operation.

5. Continuous Readiness

Assignment of berth under this Tariff is predicated upon vessel's compliance with the directions of Terminal Management and continuous readiness to receive cargo at the Terminal's full normal rate 24-hours per day throughout the entire time at berth, except as provided in Section III.6 below. Vessel, its owner(s), operator(s), charterer(s) and agent(s) shall be subject to a charge of \$7,500.00 for each hour, or fraction thereof, of delay caused by vessel's failure to comply with directions or maintain continuous readiness. This charge shall be assessed as liquidated damages for each hour of delay or fraction thereof regardless of intervening circumstances of any nature. Delays caused by or deemed to be a failure to comply with directions or maintain continuous readiness will not count as lay time or time on demurrage. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

6. Reduced Loading Rates

If vessel master's stowage plan or load rotation requires one spout loading, or vessel requires a reduced loading rate for any reason, including but not limited to filling bleeders, ZGC may, in ZGC's sole discretion, assess against vessel a surcharge of \$4,500.00 for each hour, or fraction thereof, of one-spout or reduced-rate loading.

7. Overtime

ZGC, in its sole discretion, may require vessel to work overtime at vessel's expense. ZGC may, at ZGC's sole discretion, deem refusal to work overtime as directed to be a failure to comply with directions subject to liquidated damages as provided under Section III.5 above, or order the vessel to vacate the berth at the vessel's own expense as provided under Section III.10 below, or both.

Overtime requested by vessels may be granted or denied by ZGC in its sole discretion

8. Loading Delays

If vessel stops or delays loading operations for any reason whatsoever except the Terminal's inability to load, such stoppage or delay shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages for delay as provided in Section III.5 above, accruing immediately upon the stoppage or delay. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

9. Inability to Receive Cargo

If loading is delayed, stopped or interrupted by any person for any reason attributable to the condition of the vessel or its ability to receive cargo, including without limitation failure to pass final preloading inspection by the Federal Grain Inspection Service or objectionable odor coming from a hold, such delay, stoppage or interruption shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages for delay as provided in Section III.5 above, accruing immediately. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

10. Draft Check

Each vessel will be allowed a maximum of one period, not to exceed thirty (30) minutes, for the purposes of checking draft and stability calculations. This draft-check period is for charging detention time only and does not reflect on lay time calculations. Additional draft-checks and/or exceeding the allowed 30 minutes in the initial draft-check will be deemed a failure to maintain continuous readiness and be subject to liquidated damages for delay as provided in Section III.5 above, accruing immediately. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

11. Vacating the Berth after Loading

Vessels shall vacate the berth within one (1) hour of completion of loading. Should a vessel fail, for any reason whatsoever, to present to the Terminal a clean, original Mates Receipt and vacate the berth within one (1) hour of completion of loading, a charge of \$7,500.00 for each hour, or fraction thereof, that the vessel remains in berth shall be assessed against the vessel, its owner(s), operator(s), charterer(s) and agent(s). This charge shall be assessed as liquidated damages for each hour of delay or fraction thereof regardless of intervening circumstances of any nature. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

12. Continuous Nature of Liquidated Damages for Delay

Any time that the \$7,500.00 per hour liquidated damages for delays is assessed under this Tariff, the charge shall be assessed continuously until the issue is resolved to the satisfaction of ZGC or the vessel vacates the berth, without regard to intervening circumstances of any nature or cause. Liquidated damages for delay shall be assessed in addition to any other charges provided in this Tariff. Liquidated damages for delay represent a reasonable estimate of what the actual damages are, and are not in any way to be construed as a penalty.

13. Vacating the Berth as Ordered

ZGC reserves the right to order any vessel from the berth for any reason whatsoever, at ZGC's sole discretion. An order to vacate the berth shall not vitiate or otherwise diminish any accrued charges or liquidated damages for delay, and the assessment of such damages shall not preclude ZGC from ordering a vessel to vacate the berth. If ZGC so orders a vessel to vacate the berth, the vessel master or agent shall immediately acknowledge receipt of any cargo already loaded by signing and presenting to the Terminal a clean original Mates Receipt (if not already presented), and vessel must vacate the berth at vessel's expense within three (3) hours of receiving the order to vacate or within one (1) hour of the pilot arriving, whichever is sooner. Failure to present the signed original clean Mates Receipt and/or timely to vacate the berth when ordered shall be deemed a failure to comply with directions and be subject to liquidated damages for delay provided in Section III.5 above, accruing immediately. ZGC may, in ZGC's sole discretion, cancel the vessel's filing and require the vessel to re-file the Berth Application. The vessel, its owner(s), operator(s), charterer(s) and agent(s) shall be jointly and severally liable for all costs incurred in connection with moving the vessel, including but not limited to attorney fees and expenses, in addition to the liquidated damages for delay provided in Section III.5 above. Any such movement of the vessel shall be at the risk and expense of the vessel, its owner(s), operator(s), charterer(s) and agent(s), who shall be jointly and severally responsible for any and all damages or injuries to any person, the vessel, the Terminal's facilities or equipment, and/or any vessels or equipment owned by third parties arising in any way out of the vessel's failure to vacate the berth when ordered.

14. Tug Assistance

All vessels entering (docking), leaving (undocking), shifting while in berth, or while lying at the berth shall use only the tug service provider designated by ZGC, at vessel's expense and at the rates set forth in the Schedule of Charges in this Tariff. Vessels shall be required to make use of a sufficient number of tugs at the vessel's risk and expense. The number of tugs used shall be at the discretion of the vessel master and/or pilot, but never fewer than two (2) tugs for vessels shorter than 500 feet and three (3) tugs for vessels 500 feet or longer. Excess deposits will be refunded after final undocking. Notwithstanding the above, ZGC shall not be liable for costs, expenses, damages or delays caused by the acts or omissions of the designated tug service provider, the tug or the tug pilot.

15. Safe Mooring

Vessels shall be solely responsible for their safe and proper mooring at the Terminal, and must furnish, maintain and constantly tend an adequate number of mooring lines of sufficient size at all times while the vessel is berthed at the Terminal. The vessel shall further have the responsibility to use, at vessel's risk and expense, any number of additional tugs necessary or appropriate to maintain safe mooring given the size of the vessel and current weather and river conditions. If in ZGC's discretion conditions warrant, ZGC reserves the right to require a vessel to use additional tugs when docking, undocking, shifting or lying at berth, at vessel's expense.

16. Bunkers

Vessels are prohibited from taking bunkers while berthed at the Terminal without prior written authorization from ZGC, which ZGC may withhold at ZGC's sole discretion.

17. Discharges

Vessel discharges at the Terminal must comply with all applicable state and federal environmental laws and regulations. Any discharge must be planned sufficiently in advance so that loading and completion will not be delayed. Any delay resulting from discharges shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages as provided in Section III.5 above, accruing immediately. In addition to delay damages, and without regard to whether any delay occurs, the vessel, its owner(s), operator(s), charterer(s) and agent(s) will be subject to liquidated damages in the amount of \$5,000 for any discharge in violation of applicable state or federal environmental laws or regulations while berthed at the Terminal, and shall defend, indemnify and hold harmless ZGC for any claim, suit, enforcement action, loss, damages, cost, fine or penalty ZGC may suffer as a result of such discharge. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

18. Blowing Tubes

Any vessel that has filed a Berth Application shall not "blow its tubes" after being ordered to berth or while berthed at or in the vicinity of the Terminal. Any delay resulting from tube blowing shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages as provided in Section III.5 above, accruing immediately. In addition to delay damages, and without regard to whether any delay occurs, any vessel that "blows its tubes" in violation of this policy, its owner(s), operator(s), charterer(s) and agent(s) will be subject to liquidated damages in the amount of \$5,000, and shall defend, indemnify and hold harmless ZGC for any claim, suit, enforcement action, loss, damages, cost, fine or penalty ZGC may suffer as a result of such violation. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

19. Repairs in Berth

There shall be no work or repair of any nature on a vessel in berth when such work or repair involves welding, burning, grinding, scraping, or any other possibility of flame or sparks, without prior written approval from ZGC. Any delay in loading or completion caused by such work or repair, even though approved by ZGC, shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages as provided in Section III.5 above. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

20. Bagging, Strapping and Fitting

ZGC will not accept a Berth Application if the vessel requires bagging, strapping or fitting. Any condition that requires bagging, strapping or fitting for a vessel already at berth shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages as provided in Section III.5 above, accruing immediately. The assessment of liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

21. Abuse of Terminal Facilities

Abuse of Terminal facilities and equipment will not be tolerated. The vessel, its owner(s), operator(s), charterer(s) and agent(s) will be held responsible for the repair or replacement, at ZGC's sole discretion, of any damaged or destroyed facilities or equipment.

22. Shifting Costs

Shifting costs for coming in and out of berth or shifting while in berth, shall always be at the vessel's risk and expense.

23. Fumigation

By filing a Berth Application, the vessel owner(s), master and agent(s) consent to and authorize fumigation of vessel holds and/or cargo in accordance with applicable U.S. Coast Guard or Federal Grain Inspection Service regulations and instructions and warrant that the vessel is fit for such fumigation should ZGC, in its discretion, elect to fumigate. Should a vessel refuse to allow such fumigation to be conducted, the vessel owner(s) and agent(s) 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 the vessel's owners/operators.

Vessel owner(s), master and agent(s) further agree not to arrange for fumigation independently of the Terminal.

Only State of Louisiana licensed fumigators who are approved by ZGC will be allowed to perform fumigation services.

24. Water

The Terminal will supply water, at the charge provided in this Tariff, upon request by the vessel master or agent. The Terminal will supply water to the valve on the dock. Lines carrying water from the valve to the vessel are to be supplied by the vessel. ZGC makes no warranty concerning, and assumes no liability for, the quality of the water supplied.

25. Stowage Plan Changes

The dockage charge provided in Section IV.1 below presumes only one review, by ZGC, of the vessel master's stowage plan in conjunction with filing of the Berth Application is filed. Once the Berth Application has been accepted by ZGC, the stowage plan may not be revised unless and until such revision is approved, in writing, by the vessel master, NCB and ZGC. ZGC may, in ZGC's sole discretion, assess against the vessel an administrative charge of \$3,500.00 for each such change. In addition to

such administrative charge, any loading delays caused by a stowage plan change shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages as provided in Section III.5 above, accruing immediately. The assessment of such administrative charge and/or liquidated damages shall not preclude ZGC from ordering the vessel to vacate the berth at the vessel's own expense.

26. Weather-Related Delays

Rain, fog and other weather-related delays for official time-keeping purposes under this Tariff will be kept by the Terminal or Federal Grain Inspection Service employees stationed at the Terminal.

27. Stores

The delivery of stores and supplies to the vessel across the Terminal's dock is not permitted and may only be made by launch. The delivery of stores or supplies prohibited by or contrary to applicable law, or which may interfere with operations or present a safety or environmental risk, is not permitted.

28. Non-Waiver

The decision or failure of ZGC to assess or collect any charge or liquidated damages or to exercise any other remedy or right provided under this Tariff shall not be deemed to be waiver of the charge, liquidated damage, remedy or right.

**SECTION IV
SCHEDULE OF CHARGES**

1. Dockage

The following dockage charges shall be assessed against and be payable by all vessels and barges and shall apply during the time the vessel or barge is tied alongside the dock, whether working or not:

- A. \$3.55 per gross registered ton for the duration of the loading time of the vessel.
- B. Minimum dockage charge on any vessel or barge is \$30,000.00.
- C. Dockage charges will be assessed based on the g.r.t. shown in the International Tonnage Certificate.

2. Line Handling

Mooring lines will be handled by the elevator at a charge of \$1,000.00 each time the lines are handled by linesmen on the dock.

3. Water

Water will be supplied from shipside connections at the master's request, when available, by arrangement only. Charges will be assessed at \$5.00 per short ton with a minimum of \$1,000.00.

4. Tractoring Holds

\$1,000.00 per hold plus overtime rate per hour for each hour worked when ordered by the vessel, national cargo bureau, owners and/or agents.

- 5. Spoon/ Machine Trimming**
Spoon/ machine trimming will be performed only at the discretion of Terminal management. Rates and fees for such services must be negotiated in advance in writing with elevator management.
- 6. Wing Tank Loading**
\$1,000.00 per hold plus overtime rate per hour for each hour worked.
- 7. Pontoon Covers**
Vessels having pontoon covers, will be assessed a charge of \$1.00 per long ton on cargo loaded.
- 8. Gangway Rental**
\$750.00 per day or fraction thereof.
- 9. Advanced Payment of Charges**
The elevator reserves the right to estimate and collect in advance, dockage, line handling, elevator overtime, water charges, tug charges and any other charges or liquidated damages allowed under this Tariff. Payment must be presented to ZGC along with the application for berth prior to vessel berthing. Any overpayment can be applied to any outstanding invoice(s).
- 10. Electric Current**
Electric current for power and lighting purposes from shipside plug receptacles will be supplied, when available, by arrangement only.
- 11. Payment of Invoices**
All invoices for charges are due and payable upon presentation and failure to pay when presented shall cause the name of the user to be placed upon a "delinquency list", at the discretion of the elevator management, users appearing on said list may be denied further use of the facility. The elevator reserves the right to estimate and collect in advance all charges which may become due and payable. Use of the facility may be denied to any user until such advance payment(s) are made. Any payment received may be applied in whole or in part against the oldest invoices rendered the user. Invoices not paid within the 30 day net due period will be assessed a 1½% service charge per 30 day period or fraction thereof. If the elevator refers the charges to an attorney, the vessel and/or its owner shall be responsible for such fees and cost which are agreed to be (10%) percent of the amount of the invoice.
- 12. Tugs**
All tug service will be handled by ZGC's designated tug provider. Only the designated tug company will be allowed to provide tug services to vessels calling at ZGC. Cost of services are as follows and are due and payable in advance:

Dock/undock ships:
\$3,212.00 per tug plus tonnage charge of \$22.63 per 1,000 grt.

Tug charges will be assessed based on the g.r.t. shown in the vessel's International Tonnage Certificate.

Shifting alongside berth:	\$3,212.00 per tug
Plus tonnage charge of \$22.63 per 1,000 grt.	
Stand by time:	\$ 660.00 per hour per tug
Hold-ins:	\$ 745.00 per hour per tug
Reporting charge:	\$ 1,460.00 per tug
Towage not covered above:	\$ 745.00 per hour per tug

ZGC reserves the right to impose a fuel or security surcharge in the event that circumstances warrant such a charge, at the sole discretion of ZGC.

13. Security Charge

Due to costs and expenses associated with the implementation of and compliance with the Maritime Transportation Security Act of 2002, 46 USC §70101 et seq. and implementing regulations, ZGC will assess a security fee of \$2,000.00 upon each vessel calling at the elevator, due and payable in advance.

14. Reduced Loading Rate Surcharge

\$4,500.00 for each hour, or fraction thereof, that vessel master's stowage plan or load rotation requires one-spout loading or vessel requires reduced loading rate for any reason, including but not limited to filling bleeders.

15. Stowage Plan Change Review

\$3,500.00 for each change to the vessel master's stowage plan after the Berth Application has been accepted by ZGC.

14. Overtime

Loading vessels on overtime will be performed only at the discretion of Terminal management and the charges therefore shall be assessed against the party ordering the overtime work, except as otherwise provided above. The charges for overtime, which shall include overtime cost of both Terminal personnel and Federal Grain Inspection Service personnel, shall be as follows:

All overtime \$1,200.00 per hour

All overtime will be charged in ¼ hour increments

Basic straight time hours are:

0800 hrs to 1200 noon and 1300 hrs to 1700 hrs

Monday thru Friday except Holidays

16. Elevator Holidays

New Years Eve	New Years Day
All Saints Day	Mardi Gras
Good Friday	Easter Sunday
Memorial Day	Independence Day (Fourth of July)
Labor Day	Thanksgiving Day
Acadian Day (day after Thanksgiving)	Christmas Eve
Christmas day	

and any other days designated as holidays by the United States, the State of Louisiana, St. James Parish or other governmental authority having lawful jurisdiction. Should any of the above Holidays fall on Saturday, the preceding Friday will also be observed as a holiday. If the preceding Friday is already a Holiday the Saturday Holiday will be observed as a Holiday. Should any of the above Holidays fall on a Sunday, the following Monday shall also be observed as a Holiday. If the following Monday is already a Holiday the Sunday Holiday will be observed on the following Tuesday.

ZGC reserves the right to declare other special holidays at its discretion by informing its customers not less than (7) days prior to such declaration.