

TARIFF FOR STORING AND HANDLING GRAIN  
U.S. LICENSED AND BONDED WAREHOUSEMAN

*Interstate Grain Port Terminal Elevator*  
Corpus Christi, Texas

AMENDMENT NUMBER 9

TO

**Grain Tariff Number 2**  
AMENDED EFFECTIVE DATE:  
NOVEMBER 1, 1993

**Effective April 1, 2004**

ITEM No. 11 - *DOCKAGE AND WHARFAGE*

"Dockage shall be charged on the Gross Registered Tonnage (GRT) of the vessel as shown in Lloyd's Register of Shipping. Where additional gross tonnages are assigned to certain vessels, the highest tonnage as shown in Lloyd's Register will apply for purpose of assessment of dockage charges.

The dockage charge applicable to all vessels is 49 cents per Gross Registered Ton (GRT) for each 24 hour period regardless of whether working or not with a minimum 3 day (72 hour) charge.

After the expiration of the 3 day minimum charge vessels using dock twelve hours or less will be charged for one-half day; over twelve hours, vessel will be charged for the full day."

License #3-7671  
Code #9-8067

UNDER AUTHORITY OF  
THE U.S. WAREHOUSE ACT  
ACCEPTED 3-15-04  
BY *[Signature]*  
LICENSING BRANCH - WLED

TARIFF FOR STORING AND HANDLING GRAIN  
U.S. LICENSED AND BONDED WAREHOUSEMAN

*Interstate Grain Port Terminal Elevator*  
Corpus Christi, Texas

**Grain Tariff Number 2**

AMENDED EFFECTIVE DATE:  
November 1, 1993

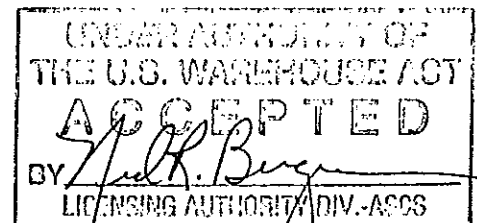
*1/2 4th Amendment  
1-1-97.*

**Naming**  
**Rates, Rules and Regulations**

**Applying at**  
**Interstate Grain Port Terminal Elevator**

**Operated by**  
**Interstate Grain Corporation**  
**(Owner)**

**Tel: (512) 289-5651**  
**Fax: (512) 289-5653**



**Mailing Address:**  
**P.O. Box 9924**  
**Corpus Christi, Texas 78469**

**Location:**  
**5700 Upriver Road**  
**Corpus Christi, Texas 78407**

INTERSTATE GRAIN PORT TERMINAL ELEVATOR  
Tariff No. 2

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INTERSTATE GRAIN PORT TERMINAL ELEVATOR  
Tariff No. 2  
Issued November 1, 1993

Pages contained in this tariff identify the extent of revision of each page. The list of all pages set forth below reflects the current status of all such revised pages.

<u>Page</u>	<u>Status</u>
1	Original
2	Original
3	Original
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12	Original

INTERSTATE GRAIN PORT TERMINAL ELEVATOR

CORPUS CHRISTI, TEXAS

GRAIN TARIFF NUMBER 2

**DESCRIPTION OF INTERSTATE GRAIN PORT TERMINAL ELEVATOR:**

The Elevator operates under USWA License No 3-7671.

Interstate Grain Port Terminal Elevator is located on the South Side of the Inner Harbor deep water ship channel. The Elevator is serviced by the Union Pacific Railroad connecting service from the Southern Pacific Transportation Company and the Texas-Mexican Railway Company.

A major highway connects with several entry roads to assure free access by motor truck to the Elevator parking area.

**ELEVATOR CAPACITY**  
6,428,000 Bushels  
184 Concrete Silos  
2 Flat Houses

The grain shipping gallery extends 350 feet along the face of the 900 foot ship's berth with 37 foot water depth at the berth.

**RECEIVING FACILITIES**

Rail: One rail pit permits up to 20,000 bushels per hour of unloading capacity (6 cars per/hour)

Truck: Three truck dumps permit 38,000 bushels per hour of unloading capacity (40 trucks per hour)

**Total Maximum Receiving Capacity 58,000 BPH**

**SHIPPING FACILITIES**

Vessel Loading: Five automated spouts capable of delivering 55,000 bushels per hour to the vessel.

Rail Loading: Seven cars per hour

Truck Loading: Truck Loading facilities are available

INTERSTATE GRAIN PORT TERMINAL ELEVATOR

DEFINITIONS

A. **Grain:** As used in the Tariff means Corn, Grain Sorghums and Wheat .

B. **All Other Commodities:** Oats, Barley, Rye, Soybeans and Flaxseed.

C. **Rates:** As noted refer to Grain only. Rates to cover handling, storing/treating of Other Commodities will be quoted by Elevator Management upon request.

D. **Receiving Charge:** Includes Insurance

E. **Day:** A consecutive 24 hour period or fraction thereof

F. **Dockage:** The charge assessed against a vessel for berthing at the Interstate dock whether working or not.

G. **Depositor:** Designates the owner or other party responsible for the grain to be handled and or stored at Interstate Grain Port Terminal Elevator.

INTERSTATE GRAIN PORT TERMINAL ELEVATOR

RATES

- A. **RECEIVING:**  
Corn, Grain Sorghums and Wheat  
From: Railroad cars or Trucks  
..... .04 cents per bushel  
All other commodities by special arrangement
  
- B. **SHIPPING:**  
Corn, Grain Sorghums and Wheat  
To: Railroad cars or Trucks  
..... .04 cents per bushel  
To: Vessels  
Self-Trimming Bulk Carrier ..... .03 cents per bushel  
Trimmed, wingtanks or separation  
..... .03 1/2 cents per bushel  
All other commodities by special arrangement
  
- C. **STORAGE:**  
Corn, Grain Sorghums and Wheat  
..... 1/8 cent per bushel per day  
All other commodities by special arrangement  
Special binning or identity preserved grain quoted upon request
  
- D. **SHRINKAGE:**  
A shrinkage assessment of 1/4 of 1% (.0025) will be taken against the incoming weight on all Wheat and Grain Sorghums. A shrinkage assessment of 1/2 of 1% (.0050) will be taken against the incoming weight on all Corn.
  
- E. **VOLUME RATES:**  
Interstate Grain reserves the right to enter into special contracts at rates other than stated in this tariff for definite quantities of grain and for definite storage periods if applicable. Such rates under the same terms will be made available to all depositors.
  
- F. **TREATING, CONDITIONING, CLEANING AND SCREENING:**
  - 1. Malathion treatment of all Grain and other commodities  
..... .01 cents per bushel
  
  - 2. Treating for insect infestation in railroad cars or Elevator  
..... .03 1/2 cents per bushel
  
  - 3. Mixing or Turning (all weight loss borne by owner)  
..... .01 cents per bushel

4. Cleaning or Separating (all weight loss borne by owner) ..... .03 cents per bushel

**G. OVERTIME RATES:**

Monday - Friday 1700 HRS - 0800 HRS	\$600.00 per hour
Saturdays	\$600.00 per hour
Sundays, Holidays	\$700.00 per hour
Meal Hour	\$800.00 per hour

**H. GOVERNMENT RATES:**

The Elevator may enter into written contracts with the United States Government or any agency thereof, providing for storage and service rate charges other than storage and service rates provided herein.

**RATES, RULES AND REGULATIONS**

**ITEM NO. SUBJECT**

- |   |  |   |
|---|--|---|
| 1 | <b>INSPECTION,<br/>WEIGHING,<br/>GRADING</b>         | All grain shall be inspected and graded in accordance with standards established under the United States Grain Standards Act before received into and discharged from the Elevator. Fees for inspection and grading to be set by the Corpus Christi Grain Exchange on inbound grain. All outbound grain to be graded by Federal Grain Inspection Service. All inspections and grading expenses to be borne by the owner.  |
| 2 | <b>UNLOADING<br/>GRAIN INTO<br/>THE<br/>ELEVATOR</b> | The Elevator management reserves the right to refuse any grain which in its opinion is unmerchantable or in unfit condition for storage, transfer or handling. The primary purpose of the Elevator is for the transfer of grain from railroad cars and trucks to ships and will be used for storage of grain only to the extent not required for such primary purpose; therefore, the management reserves the right to preferentially unload those cars and/or trucks for which outward shipping space has been engaged and is available. |

In furnishing the services provided for herein, the Elevator assumes no

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TARIFF FOR STORING AND HANDLING GRAIN  
U.S. LICENSED AND BONDED WAREHOUSEMAN

*Interstate Grain Port Terminal Elevator*

Corpus Christi, Texas

AMENDMENT NUMBER 3

TO

**Grain Tariff Number 2**

AMENDED EFFECTIVE DATE:

NOVEMBER 1, 1993

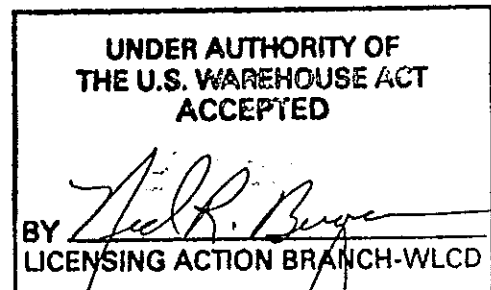
*Following effective October 1, 1996:*

ITEM No. 7 - *INSURANCE*

"Insurance on all grain stored under the above Schedule of Charges will be carried by the Elevator operator against loss or damage by Fire and Extended Coverage perils (windstorm, lightning, hail, explosion, riot, riot attending a strike, civil commotion, smoke, vehicles and aircraft) for its market value at time of loss, to the extent that such insurance is procurable. The cost of such insurance is included in the charges for receiving and shipping grain. Loss by any other insurable cause shall be at the owner's risk.

License #3-7671

Code #9-8067



- responsibility whatsoever for any demurrage on railcars, trucks or vessels.
- 3     **STORING  
REGARDLESS  
OF  
OWNERSHIP**     Grains will be placed in bins containing the same kind and grade regardless of ownership. Preserving of identity or special binning will be done only by special arrangements. The rate for storing such grain shall be higher than the rate otherwise provided herein.
- 4     **GRAIN AT  
OWNERS RISK**     All grain placed in the Elevator is at owners risk of depreciation in grade from heating, insects or any other cause including natural increase in dockage content resulting from repeated handling under normal grain Elevator operational practices and methods. All loss in weight from handling will be charged against the owner's account.
- 5     **CONDITION-  
ING GRAIN**     The Elevator management reserves the right after due diligence to treat, dry or otherwise recondition any grain in the Elevator which in its judgment is in need of such handling without prior knowledge or consent of the owner. Necessity of such handling to be concurred in by a Corpus Christi Grain Exchange inspector. Owner of grain so handled will be liable for payment of all charges resulting therefrom as well as weight shrinkage of the grain.
- 6     **REMOVAL OF  
GRAIN**     If any grain in the Elevator should become out of condition, the Elevator reserves the right to order same out on *Ten* (10) days notice and if not removed from the Elevator before expiration of that time, the Elevator management shall have the right to remove and dispose of such grain at the expense and for the account of owner.
- 7     **INSURANCE**     Insurance on all grain stored under the above Schedule of Charges will be carried by the Elevator operator against loss or damage by Fire and Extended Coverage perils (windstorm, lightning, hail, explosion, riot, riot attending a strike, civil commotion, smoke, vehicles and aircraft) for its market value, to the extent that such insurance is

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**TARIFF FOR STORING AND HANDLING GRAIN  
U.S. LICENSED AND BONDED WAREHOUSEMAN**

***Interstate Grain Port Terminal Elevator***

Corpus Christi, Texas

AMENDMENT NUMBER 5

TO

**Grain Tariff Number 2**

AMENDED EFFECTIVE DATE:

NOVEMBER 1, 1993

**Effective September 1, 1998:**

**ITEM No. 11 - DOCKAGE AND WHARFAGE**

"Dockage shall be charged on the Gross Registered Tonnage (GRT) of the vessel as shown in Lloyd's Register of Shipping. Where additional gross tonnages are assigned to certain vessels, the highest tonnage as shown in Lloyd's Register will apply for purpose of assessment of dockage charges.

The dockage charge applicable to all vessels is .40 cents per Gross Registered Ton (GRT) for each 24 hour period regardless of whether working or not. A minimum charge of \$1,000.00 per 24 hour period or fractional part thereof.

Dockage will be based on a twenty-four hour day. After the expiration of the first full day, vessels using docks twelve hours or less will be charged for one-half day; over twelve hours, vessel will be charged for the full day."

License #3-7671

Code #9-8067

UNDER AUTHORITY OF  
THE U.S. WAREHOUSE ACT  
ACCEPTED

BY   
LICENSING ACTION BRANCH-WLCD

procurable. The cost of such insurance is included in the charges for receiving and shipping grain. Loss by any other insurable cause shall be at the owner's risk.

- 8 **CONGESTION/  
PREFEREN-  
TIAL UN-  
LOADING** In the event of congestion of railroad cars or trucks or in the judgment of the Elevator operator conditions necessitate, right is reserved to give preference to the unloading into the facilities of those conveyances containing commodities for which Elevator accommodations or outbound transportation is first available, without liability to the elevator operator for loss, damage or demurrage that may be incurred because of such order of unloading.
- 9 **TRIMMERS** Mechanical grain trimmers are available at the Elevator dock for use on all cargoes loaded. Rental charges in the amount of 15 cents per gross ton on all cargoes loaded, plus a charge of \$20.00 per hour for required maintenance personnel.
- 10 **PERFORMANCE  
(Force  
Majeure)** The Elevator will undertake to furnish all services specified in the tariff with reasonable promptness but it is not obligated to furnish services, nor is it liable for failure to do so in event of Government intervention, labor troubles, war conditions or other cause beyond its control.
- 11 **DOCKAGE AND  
WHARFAGE** Dockage shall be charged on the Gross Registered Tonnage (GRT) of the vessel as shown in Lloyds Register of Shipping. Where additional gross tonnages are assigned to certain vessels, the highest tonnage as shown in Lloyd's Register will apply for purpose of assessment of dockage charges.

The dockage charge applicable to all vessels is .30 cents per Gross Registered Ton (GRT) of vessel for each 24 hour period regardless of whether working or not. A minimum charge of \$1000.00 per 24 hour period or fractional part thereof.

Dockage will be based on a twenty-four

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hour day. After the expiration of the first full day, vessels using docks twelve hours or less will be charged for one-half day; over twelve hours, vessel will be charged for the full day.

12 APPLICATION  
TO OCCUPY  
BERTH

All vessels, their owners or agents, desiring berth at this facility shall file with the Elevator office an Application for Berth on forms provided by the Elevator. This application should be filed as far in advance as possible but in no case should such filing be later than 5:00 P.M. on the business day preceding the day the vessel desires to berth. The filing of this application shall have no bearing on the time that the vessel will be placed on turn for the berth as this will be governed by Item 13 of this Tariff.

13 BERTHING OF  
SHIPS

Except as otherwise provided in this Tariff, vessels awaiting berth at the Elevator will load in turn after presentation of a National Cargo Surveyor's pass, satisfactory condition report by the Federal Grain Inspection Service and Application to Occupy Berth at the Elevator. The Elevator management reserves the right to change the turn of vessels when confronted with congestion, the urgent need to load a particular grade of grain or to otherwise facilitate Elevator operations. Any vessel ordered to vacate the berth for such reasons will return to berth after the vessel loading immediately thereafter, if any, completes loading or vacates the berth for other reasons, provided the aforesaid circumstances requiring the vessel to vacate the berth is found by Elevator management no longer to exist.

14 VESSELS  
REQUIRED TO  
WORK  
OVERTIME

To obtain maximum utilization of the Grain Elevator, whenever there are ships or rail ready and waiting to load and there is, in the Elevator Manager's judgment, a need to work overtime to avoid congestion, vessels, their owners or charterers, will work such overtime at their own expense when requested to do so by the Elevator Manager. Any vessel,

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14 VESSELS  
REQUIRED TO  
WORK  
OVERTIME  
cont'd

their owners or charterers, refusing to work overtime at their owner's or charterer's expense shall vacate the berth on order of the Elevator Manager and will again be placed on turn at his discretion. Should any vessel fail to vacate the berth when ordered to do so under these circumstances or under the circumstances set forth in Item 12, a dockage charge of \$800.00 per hour for each hour or fraction thereof, will be assessed against the vessel and/or its owners, and agents, after notice to vacate has been given the vessel and/or its owners, agents, master or mate. This charge shall not affect the right of the Elevator to effect removal of the vessel from the berth by any lawful means, at vessel's risk and expense. A vessel losing its right to berth by refusal to work overtime shall lose its turn in favor of the next vessel that is willing to work overtime, which vessel shall retain the berth so long as it is willing to work successive straight times and overtime periods until loading is completed. The vessel so losing its turn shall be entitled to berth first available thereafter, subject to the same overtime provisions set forth above if the circumstances requiring overtime work are then found to exist by the Elevator management. When vessel is not required to work overtime but desires to at owner's expense, such desires must be made known to Elevator manager by 1500 hours of the day the overtime is to be worked. The Elevator reserves the right to refuse to operate the Elevator during overtime hours.

15 GENERAL  
REGULATIONS  
ON VESSELS

- (1) The Elevator operator shall not be liable for demurrage, damages for delay or loss of dispatch time incurred by any vessel or charterer thereof for any causes other than willful or grossly negligent acts of the Elevator operator.
- (2) The Elevator operator shall not be responsible for marine loss or damage to grain or to barges, ships or their waterborne vessels moored to the Elevator dock.

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GENERAL  
REGULATIONS  
ON VESSELS  
cont'd

- (3) In all other matters, the Elevator operator shall not be responsible for delay or damages of any nature whatsoever caused by any cause beyond its control, however or wherever arising.
- (4) Any vessel in berth shall at all times maintain appropriate officers and crew aboard to permit reception of cargo at any time of day or night, including Saturdays, Sundays, and Holidays.
- (5) If in the opinion of the Elevator operator the weather conditions so wariant, any vessel in berth may be ordered at any time of the day or night to vacate said berth and anchor in the approved anchorage area until such time as weather conditions permit the vessel to return to berth. Appropriate officers and crews shall be maintained aboard the vessel for this purpose.

16 RESPONSIB-  
ILITY FOR  
PAYMENT OF  
CHARGES

All invoices for charges are due upon presentation of invoice and payable in Corpus Christi, Texas. Unless otherwise provided by special arrangement with the Elevator management, the responsibility for payment of invoices for dockage, overtime, provisions including water or services provided by this facility shall, in the first instance, be that of the local agent in Corpus Christi, Texas, who orders or authorizes such provisions or services as well as of the vessel and vessel owner.

When necessity calls for enforcement of Item 14 of this Tariff, the charges incurred thereby shall have the effect of being authorized by the local agent of the vessel and/or shipper and/or charterer and responsibility for payment of such charges shall be that of the local agent.

The Elevator reserves the right to refuse to berth and load ships of any local agent having unpaid accounts thirty days old

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- or older until such account is paid in full.
- 16 RESPONSIBILITY FOR PAYMENT OF CHARGES cont'd
- The Elevator management reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and/or agents, other Users of the facilities, or against cargo loaded or discharged by such vessels or other Users of facilities, whose credit has not been properly established with the Elevator Management, or who have habitually been on the delinquent list. Use of the facilities may be denied unless such advance payments or deposits are made.
- 17 STRAIGHT TIME AND OVERTIME
- (A) Straight time or regular working hours of Interstate Grain Port Terminal Elevator are from 0800 hours to 1200 hours and 1300 hours to 1700 hours daily except Saturdays, Sundays and Holidays as listed in Item 18.
- (B) Work performed by the Elevator at all other times will be subject to overtime charges as provided in the Tariff, in addition to all charges in Tariff otherwise applicable.
- Elevator management reserves the right to refuse to operate the Elevator during overtime hours.
- (C) If Elevator labor is called out for work, the following minimum hourly periods will be assessed at overtime rate. 0700 HRS Call Out-1 hour minimum; except Saturdays, Sundays or Holidays at which time, 4 hours overtime will be the minimum. 1900 HRS Call Out-2 hours minimum. Overtime rate at \$800.00 per hour will be assessed for time required to work during meal hours, 1200 HRS to 1300 HRS, 1800 HRS to 1900 HRS and 2400 HRS to 0100 HRS and will continue until relieved for meals.
- (D) Meal Periods are:
- |                     |                     |
|---------------------|---------------------|
| 2400 HRS - 0100 HRS | 1200 HRS - 1300 HRS |
| 0600 HRS - 0700 HRS | 1800 HRS - 1900 HRS |



## 18 HOLIDAYS

The following days shall be recognized as Holidays by this facility and all work on these designated days will be performed at the discretion of the Elevator management and at overtime rates as provided in Item No. 17 of this Tariff.

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

In addition to the days specifically listed above, we shall also recognize as Holidays, with work performed under the conditions of this time, all days subsequently designated as Holidays or overtime days by the United States Government, the State of Texas, the City of Corpus Christi or other entity having lawful jurisdiction.

Should any Holiday fall on Saturday, the preceding Friday will be observed as a Holiday. Should any Holiday fall on Sunday, the following Monday will be observed as a Holiday.

No work will be scheduled or performed on Labor Day or Christmas Day except in cases of emergency such as fire, or where the property of the Company and/or its customers are in danger or serious injury.

19 RENTAL AND  
USE OF  
ELEVATOR  
EQUIPMENT

(A) General - All vessels, their owners, agents and stevedores, or others, hereinafter called "user", renting or using the Elevator equipment, shall be upon and subject to the following conditions and charges, the renting or use of which shall constitute an agreement with Interstate Grain Port Terminal to pay such charges and be bound by such conditions.

## (B) Condition and Responsibility

- (1) Equipment of Elevator is presumed to be in good condition when turned over to user, but Interstate Grain Port Terminal does not warrant the

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- mechanical condition thereof.
- (2) By receiving possession thereof, user of Elevator equipment agrees that upon termination of the period of use, it will be returned in same condition as when received, ordinary wear and tear alone accepted.
- 19 RENTAL AND USE OF ELEVATOR EQUIPMENT cont'd
- (3) User assumes sole responsibility and liability for injury to or death of any person whomsoever, or damage or destruction of property of any person incident to or arising out of or connected with user's possession, use or operation of Elevator equipment, or failure of such equipment to operate; and user shall protect, indemnify, and save harmless the Interstate Grain Port Terminal from and against any and all liability for in and respect of the same.
- (C) The facility or equipment usage (except mechanical trimmers but including spouting equipment) fee shall be 10 cents per Short Ton (2000 pounds) of all grain loaded per vessel.
- 20 VESSEL'S RESPONSIBILITY
- Vessels in Elevator berth shall at all times maintain taut lines to avoid damage and injury to Elevator property and personnel.
- 21 RIGHT TO CONTRACT WITH THE GOVERNMENT
- Interstate Grain Port Terminal may enter into contracts in writing with the United States of America or any agency thereof, providing for storage and service rates other than storage and services rates provided herein, applicable only to grain, or a commodity defined in any such contract as grain, in which the United States of America, or the agency thereof contracting with the undersigned warehouseman as aforesaid, has an interest.
- 22 WATER AND ELECTRICITY
- If water and/or electricity are provided to a vessel, charges will be assessed at prevailing utility rates plus normal connecting fees.