

Louis Dreyfus Corporation

Grain Tariff

(supersedes all previous LDC tariffs)

Rates, Rules and Regulations Governing the Louis Dreyfus Corporation Houston Export Elevator Houston, Texas

Operated by
Louis Dreyfus Corporation, LESSEE

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January 11, 2010

Section I
Revised 01/11/2010

Section I – General Terms and Conditions

Item No. 1 – Description of Facilities

Elevator Location:	1500 South Main St., Galena Park, Texas
Elevator Storage Capacity:	6,362,000 Bushels
Rail Facilities:	The Elevator is served by the Union Pacific Railroad Company. Elevator service tracks can hold 120 cars with additional space for approximately 180 cars in the West Yard.
Unloading:	Three (3) hopper bottom car pits with a capacity of eighteen (18) hoppers per hour. The elevator is unable to unload air-flow hoppers designed for pneumatic unloading, gondolas with solid bottoms, tank cars or Class L special type cars.
Loading:	One loading spout with a capacity of six (6) cars per hour. The Elevator is able to load hopper cars.
Truck Facilities:	The Elevator has a parking area with a capacity of approximately 160 trucks.
Unloading:	Two (2) covered hydraulic lift truck dumps with a capacity of thirty (30) trucks per hour. The Elevator can unload trucks with a maximum length of sixty (60) feet from front axle to rear axle and a maximum weight of 100,000 gross pounds.
Loading:	One (1) loading spout with a capacity of 4,000 bushels per hour. The Elevator is able to load open-top Trucks.

Section I

Revised 01/11/2010

Vessel Facilities:	The Elevator is located on the North side of The Houston Ship Channel. The project depth of the channel from the sea to the elevator is 40 feet (12.2 meters) at mean tide, including the elevator berth, however no guarantee is implied. Water has variable density, typically brackish to fresh.
Berth:	The Elevator berth is approximately <u>600 ft</u> long but will accommodate vessels up to as much as <u>750ft</u> .
Loading:	The Elevator can load approximately 120,000 bushels (3,265 metric tons) per hour through three (3) automated gantry-type telescopic spouts. The Gantry Control Operator controls all spout movements, including spout-trimming with the aid of hydraulic deflectors.
Unloading:	There are no facilities at the Elevator for the discharge of ocean vessels.
Barge Facilities:	The same facilities exist for loading barges as for ocean-going vessels. No equipment exists for barge unloading.

Item No. 2 – Ownership of the Elevator

The Port of Houston Authority gained ownership of the Elevator on December 30, 1992. This facility was formerly known and operated as Woodhouse, Inter- Continental Terminal (ITC), AGRI EXPORT Cooperative, Goodpasture Elevator, and Houston Public Elevator #2 (HPE). It was constructed in 1979 and has been continuously modified and upgraded since that time. It is, by all measures, a state of the art Facility with high speed handling capabilities. On January 5, 2000, Louis Dreyfus Corporation became the Operator of the elevator through a lease from the Port of Houston Authority.

Item No. 3 – Grain

The term “grain” when used in this tariff shall mean all commodities defined as grain, except for sunflowers, in the regulations promulgated by the Secretary of Agriculture under the United States Warehouse Act.

Section I

Revised 01/11/2010

Rates quoted in this tariff apply only to wheat, corn, grain sorghum and soybeans. Rates to cover handling, storage and/or treating of other commodities will be supplied by LDC upon request.

Item No. 4 – Application of Tariff

A.) This tariff, published and filed by LDC, in accordance with legal requirements, is due notice to the general public, shippers, and carriers that the rates, rules, and regulations apply to all general traffic without specific notice, quotation to or arrangement with either shippers or carriers. LDC shall be the sole judge of the interpretation of this tariff.

The use of facilities and services, as mentioned herein, shall constitute consent to the terms and conditions of this tariff, and evidence of an agreement on the part of all users of such facilities and services to pay all charges specified herein, and to be governed by all rules and regulations in this tariff.

B.) The rates, rules, and regulations contained in this tariff shall apply equally to all users of the Elevator and grain shall be received, stored, and handled subject to the provisions of this tariff.

C.) LDC may enter into written contracts with the United States of America or any agency thereof, providing for storage and service rates other than the storage and service rates provided herein. This shall be only applicable 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 LDC, has an interest.

D.) LDC may enter into a written contract with any person, firm or corporation on terms and conditions and for storage and service charges other than as set forth in this tariff, provided that such person, firm or corporation makes certain guarantees with respect to volume or otherwise. LDC will enter in similar contracts on an equal basis with any other person, firm or corporation subject to the handling capacity of the Elevator.

E.) LDC will undertake to furnish all services and/or facilities specified in this tariff with reasonable promptness.

F.) The most recent revised LDC Grain Tariff supersedes all previous LDC Grain Tariffs and takes precedence over The Port of Houston Authority's Tariff #8. In the event that any item or circumstance arises that is not addressed in the LDC Grain Tariff, the Port of Houston's Tariff #8 will be applicable.

G.) A security surcharge will be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities at the Port of Beaumont in accordance with the notice filed with the Federal Maritime

Section I
Revised 01/11/2010

Commission by the Gulf Seaports Marine Terminal Conference. The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required implementing and maintaining surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against vessels and barges as a percentage of the total dockage charged and as a tonnage fee against cargo. The rates for these security fees will be those published in the Port of Beaumont's Tariff #006. These fees will be collected by LDC or the Port of Beaumont by direct invoicing to the vessel's agent.

Item No. 5 – Responsibility for Loss

LDC will not be responsible for any loss or damage to grain while in storage or being handled from any cause whatsoever, including but not limited to, flood, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, birds, rodents, insects, leakage or discharge from sprinklers or fire protection systems, collapse of buildings or structures, breakdown of plant, machinery or equipment, or by floats, bumpers, logs or pilings required in breasting vessels away from the wharf.

LDC shall not be responsible for any loss, damage or delay arising from war, insurrection, Acts of God, shortage of labor, combination, riots or strikes of any persons in its employ or in the service of others or from any consequence arising therefrom, or from any cause not reasonably within its control, except where such loss or damage is solely a result of negligence on the part of LDC.

LDC shall not be responsible for any special or consequential damages suffered by any party including, but not limited to, demurrage, detention, loss of despatch time, or inability to fulfill contracts with third parties.

Item No. 6 – Receipt of Grain

All grain will be received, stored, handled, and loaded from the Elevator subject to the rules, conditions and charges provided in this tariff. All rates and charges published in this tariff cover work performed on a straight time basis. Overtime work will only be performed as hereinafter provided.

All grain received is considered to be deposited for storage in accordance with the U.S. Warehouse Act unless the owner of the grain or his agent requests otherwise prior to the time of the receipt of the grain and LDC agrees thereto. This tariff is subject to the regulations for Grain Warehousemen promulgated by the Secretary of Agriculture under and pursuant to the U.S. Warehouse Act.

Section I
Revised 01/11/2010

Item No. 7 – Insurance

LDC will provide fire and extended coverage insurance for the market value of grain stored in the Elevator and in railroad cars on railroad tracks adjacent to and within one hundred yards of the Elevator. The cost of such insurance is included in the rate for receiving grain as enumerated in Section III, Item No. 1 A.) and B.). This insurance coverage shall not include any freight, demurrage, storage or other charges that may have accrued prior to or subsequent to the date of unloading of the grain.

Item No. 8 – Sampling and Inspection

All grain received into the Elevator must be sampled and inspected before being received into the Elevator. Such sampling and inspection must be performed by representatives of the USDA or by a private inspection agency as designated by the owner of the grain and approved by LDC.

All grain being loaded out of the Elevator for export must be sampled and inspected by representatives of the USDA.

All fees for sampling and inspection are in addition to the charges specified in this tariff and may be assessed directly against the owner of the grain, but if such charges are assessed to or directly paid by LDC, such payment shall be for the account of the owner of the grain.

Item No. 9 – Weighing

All grain received into the Elevator must be weighed on the Elevator scales under the supervision of a state licensed Public Weigher employed by or under the supervision of LDC.

All grain being loaded out of the Elevator for export must be weighed by a licensed Public Weigher and supervised by representatives of the USDA.

All fees for weighing are in addition to the charges specified in this tariff and may be assessed directly against the owner of the grain, but if such charges are assessed to or directly paid by LDC, such payment shall be for the account of the owner of the grain.

Item No. 10 – Storage and Binning

In the absence of specific instructions for special binning, grain will be commingled in bins containing the same kind and grade of grain regardless of ownership.

Section I

Revised 01/11/2010

Upon request by the owner of the grain, LDC may agree to store grain in special bins ("Identity Preserved"). In such case, charges which are negotiated between LDC and the owner of the grain, will apply rather than the regular tariff charges.

The grain depositor acknowledges that minimal weight losses arise from the handling process (shrink) and that such loss, not exceeding .25% of the total weighed volume received shall be deducted from the official or certified weights.

Item No. 11 – Transferring, Turning, and Cleaning of Grain

The transferring, turning, or cleaning of grain will be performed when requested by the owner of the grain and agreed to by LDC, or as deemed necessary by LDC without prior knowledge or consent of the owner of the grain at the rates specified in this tariff. All expenses of such operations are for the account of the owner of the grain.

Any shrinkage or loss in weight, protein or grade resulting from transferring, turning, or cleaning of grain shall be borne by the owner of the grain.

Item No. 12 – Infested Grain

LDC reserves the right to refuse to accept or unload grain infested by insects until such grain is fumigated to the satisfaction of LDC. The cost of such fumigation shall be for the account of the owner of the grain.

Fumigation of infested grain in the Elevator will be performed when requested by the owner of the grain and agreed to by LDC, or as deemed necessary by LDC without prior knowledge or consent of the owner of the grain at the rates specified in this tariff. All expenses of such fumigation shall be for the account of the owner of the grain.

Item No. 13 – Unmerchantable or Out of Condition Grain

LDC reserves the right to refuse any grain which, in its judgement, is unmerchantable or unfit to be received and stored in the Elevator. If LDC elects to receive such unmerchantable or unfit grain into the Elevator, all charges shall be set by LDC taking the actual condition of the grain into account.

If any grain becomes infested or otherwise goes out of condition while in store, LDC reserves the right to terminate storage and to order the removal of such grain. If such grain is not removed within the time specified in the Notice to Remove, LDC shall have the right to remove and dispose of such grain at the expense of the owner of the grain.

Section I

Revised 01/11/2010

Item No 14– Warehouse Receipts

Warehouse receipts will be issued, upon request, at the time the grain is received. Grain will be delivered only upon written instructions from the owner of the grain, surrender of the warehouse receipt(s), properly endorsed, and payment of all accrued charges on the grain.

Item No. 15 – Payment of Charges

All invoices issued by the LDC are due and payable upon presentation to vessels, their agents, or any other firms, persons or corporations utilizing an LDC owned or operated facility. Any invoice issued by LDC, which is unpaid thirty (30) days from the date the invoice was issued, shall be considered to be delinquent. Any invoices that are or become delinquent on or after thirty (30) days will be assessed an interest charge of twelve (12%) percent per annum of the amount of the invoice and shall be due and owing from the date of delinquency until paid. Such interest charges shall be calculated on a per annum basis of three hundred sixty five (365) days.

Additionally, should it become necessary for LDC to file suit to collect any delinquent invoices or to enforce any provision of this tariff, the party not prevailing from such suit shall be obligated to pay reasonable attorney fees incurred by the prevailing party.

Item No. 16 – Sequence of Unloading

To the extent practicable, all rail cars and trucks will be unloaded in the order in which they arrive at the Elevator. However, LDC reserves the right to alter the unloading sequence at any time when in LDC's opinion such alteration would be in the best interest of the Elevator's efficient operation.

Item No. 17 – Owner's Liability

All grain, from the time it is received into the Elevator until it is delivered therefrom, is placed in the Elevator at the owner's risk of depreciation in quality and loss in weight from any causes whatsoever that could not have been avoided by the exercise of a degree of care which a reasonably careful owner would exercise under similar conditions and circumstances.

Item No. 18 – Liability for Property Damage

All users of any of the Elevator facilities shall be held responsible for any and all damage to the property occasioned by them. Any such damage shall be repaired and the costs of such repairs shall be for the account of the person responsible for the damage.

Section I

Revised 01/11/2010

Repairs may be made by contract, in which instance the actual cost to LDC will be invoiced to the responsible party. For repairs performed by LDC repairs made be made by LDC, the cost of labor and materials plus twenty (20) percent will be invoiced to the responsible party.

Item No. 19 – Holidays

With regard to this tariff, the following days shall be designated as holidays:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day Eve
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	

If a holiday occurs on a Saturday, the preceding Friday shall be deemed a holiday. If a holiday occurs on a Sunday, the following Monday shall be deemed a holiday.

Item No 20 – Straight Time Hours

Straight time hours are 0700 hours to 1200 hours and 1300 hours to 1600 hours, Monday through Friday, holidays excepted.

If labor is called for a straight time period, there will be a four (4) hour minimum elevator work guarantee for each ordering period.

Item No. 21 – Overtime Hours

Overtime shall be considered to be any hours per day in excess of 8 hours on Weekdays (Mon-Fri), Saturday, Sundays, or holidays as defined herein, Section I, Item No. 19.

If labor is called for an overtime period, there will be a four (4) hour minimum elevator work guarantee for each ordering period.

Whenever, in LDC's judgement, it shall be deemed necessary to perform any services or operations on overtime, LDC reserves the right to perform such services or operations and all costs for such shall be for the account of the owner of the grain.

Section I/II
Revised 01/11/2010

LDC reserves the right to refuse to work overtime even though such has been requested by the owner of the grain.

Section II – Vessel Terms and Conditions

Item No 1 - Definition of Vessel

Wherever the word “vessel” appears in this tariff, it shall mean only a dry cargo self-trimming bulk carrier of a type customarily engaged in the carriage of grain. Other types of vessels will only be accepted for loading at the discretion of LDC and under such terms, conditions, and rates as are negotiated in each instance.

Item No. 2 – Berth Application/**Notice of Readiness**

Prior to occupying a berth at the Elevator, the vessel must apply to LDC to receive permission to occupy the berth **via an LDC Berth Application. The vessel shall be considered ready to load when the signed berth application is acknowledged in writing by LDC, and the Notice of Readiness (NOR) has been tendered to LDC, or LDC’s designated representative, and accepted.**

The filing of such berth application and supporting certificates shall constitute an agreement that the Master, owner’s manager, operator or other duly authorized representative of the vessel shall deliver to LDC signed, written **Mate’s Receipt acknowledging the quantity received onboard according to the Elevator’s description and tally with no qualifications whatsoever.**

Also, the filing of such berth application and its acceptance by LDC shall constitute a contract between LDC and the vessel and/or her owners and/or her agents confirming their agreement to abide by the rules, regulations and rates of this tariff.

Whenever one or more vessels are waiting to load or whenever the elevator is declared by its management to be threatened with congestion, the elevator management, in its sole discretion, may require a vessel to work overtime at the vessel’s expense. Any vessel, their owner’s or charterer’s, refusing to work overtime at their expense shall vacate the Elevator berth on order of the Elevator Manager and will again be placed on turn at his discretion. Any ship or barge, her owner’s or charterer’s, failing to timely vacate the elevator berth when so ordered shall be subject to payment of additional dockage charges at the rate of \$1000.00 per hour or fraction thereof.

Subject to the provisions set forth below, vessels shall be assigned a berth for the purpose of loading grain in the order in which they file the following documents with LDC:

Section II
Revised 01/11/2010

- (A.) A properly executed LDC berth application form, as provided by and filed with LDC, along with appropriate advance funds as determined by LDC Management.
- (B.) A National Cargo Bureau Certificate of Readiness indicating that the vessel's holds have been prepared in accordance with the Regulations of the United States Coast Guard and the Code of Federal Regulations so far as applicable, and in accordance with the recommendations of National Cargo Bureau, Inc.
- (C.) A USDA Stowage Examination Worksheet indicating that the holds in which grain is to be loaded are found to be substantially clean, dry, free of insect infestation, and suitable to maintain the quality of the grain.
- (D.) Evidence that the vessel has been entered at the United States Customs House.
- (E.) Evidence that the vessel has been tendered to and accepted by the charterer or his agent.
- (F.) The tendering of a Notice of Readiness (NOR) to LDC, or LDC's designated representative.
- (G.) Any other documentation that may be required by law, custom, regulation or elevator rules.
- (H.) After being accepted into the Elevator loading line-up or during the course of loading, the Vessel shall maintain in a "current" status, without lapses, all of the above mentioned items in Section II, Item 2, A through G. Failure to maintain this status may result in the berth Application and NOR being canceled, and the vessel subsequently being ordered to vacate the berth or lose its position in the loading rotation.

Item No. 3 – Tug Assistance

All vessels docking or undocking at the Elevator shall be required to use tug assistance in these operations. LDC, at its sole discretion, may waive this requirement upon request.

Section II
Revised 01/11/2010

Item No. 4 – Loading Rotation

All vessels shall be loaded in the order in which they have filed a berth application with LDC. However, LDC, at its sole discretion, may alter the loading rotation of any vessel for the convenience and efficient operation of the Elevator.

Item No. 5 – Reinspection

Despite the issuance of the certificates described in Section II, Item No. 2, LDC, at its sole discretion, may require, either before or during loading, a reinspection of the vessel by the USDA to replace the original certificates.

Additionally, LDC may require certification from a competent and acceptable marine chemist or laboratory that all compartments designated for receiving grain are free from any unsafe or contaminating gases or odors.

Should the vessel be determined to be unsuitable for loading upon such reinspection, LDC reserves the right, in its sole discretion, to withdraw the berth assignment for such vessel, or if the vessel is in berth, to order the vessel to vacate the berth.

Item No. 6 – Overtime Work

LDC, at its sole discretion, may require a vessel to work overtime at the vessel's expense at any time. Any vessel which refuses to work such overtime shall vacate the berth in favor of the next vessel which is willing to work overtime. Vessels which request overtime work shall do so no later than 1300 hours of the day preceding the last straight time work day prior to the start of the requested overtime period.

Item No. 7 – Liability and Indemnification

All vessels, their owners and/or their agents, shall be liable for all damages resulting from their use of the Elevator facilities. LDC reserves the right to repair or contract for repair of such damages in accordance with Section I, Item No. 18 of this tariff. LDC reserves the right to detain any vessel responsible for any damage until security acceptable to LDC has been given in the amount of the damage.

All vessels, their owners and/or their agents, agree to indemnify and hold LDC harmless from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including all court costs and attorney's fees incident to or resulting from their operations at the Elevator and use of the Elevator's facilities.

Section II
Revised 01/11/2010

Item No. 8 – Notice to Vacate the Berth and Liquidated Damages

Whenever a vessel is unable to load, refuses to load, or for any other reason is **unable or unwilling to receive cargo, LDC may cancel the NOR and/or the Berth Application and subsequently** order the vessel to vacate the berth within one (1) hour after such notice is delivered to the master, mate or agent of the vessel. Upon receipt of such notice the master shall sign, or cause to be signed, a clean Mate's Receipt with no notations whatsoever for the amount of cargo on board at that time.

If the vessel refuses or fails to vacate the berth within one (1) hour after receipt of such notice, LDC shall be entitled to charge and recover as liquidated damages \$2,500.00 per hour, or fraction thereof, that the vessel remains in berth. Application for, and use of, the berth shall constitute agreement of the vessel that the aforementioned amount of liquidated damages accurately represents the loss to LDC from its inability to use the berth for loading.

LDC's right to recover liquidated damages shall not impair its right to compel removal of the vessel from the berth by any lawful means, nor constitute a waiver by LDC of any greater actual damages (including special or consequential damages) it may have sustained as a result of the vessel's refusal to vacate the berth.

If the vessel fails or refuses to vacate the berth when ordered by LDC, dockage charges in accordance with Section III, Item No. 6 of this tariff shall continue to accrue.

If the vessel fails or refuses to vacate the berth when ordered by LDC, LDC may cause removal of the vessel by any lawful means and LDC shall be entitled to recover all expenses incurred in doing so from the vessel and/or its agents. LDC shall not be responsible for any damage to or loss incurred by the vessel in the course of removing the vessel from the berth in accordance with the pertinent provisions of this tariff.

Vessels shall promptly vacate the berth after the completion of loading. Any delays in vacating the berth shall be subject to the terms and conditions defined herein Section II, Item No. 8 (pertaining to liquidated damages, etc.).

Item No. 9 – Strikes

If a strike or other labor disturbance (whether by the vessel's crew or otherwise) involving a vessel at the berth or waiting for the berth will, in the sole judgement of LDC, impede operations at the Elevator, LDC may order such vessel to vacate the berth or refuse to accept it at the berth. If the vessel refuses to vacate the berth, it will be liable for liquidated damages in accordance with Section 2, Item No. 8.

Section II
Revised 01/11/2010

Item No. 10 – Loading

Immediately upon berthing and at all times, the vessel shall provide and/or maintain a safe and adequate gangway from the vessel to the dock, adequate lighting equipment and appropriate officers and crew aboard to permit loading of cargo on any day and at any time of the day or night. Vessels in the berth shall maintain taut lines at all times in order to avoid damage and injury to Elevator personnel and property.

The Elevator can provide a gangway for the vessel when so requested by the vessel's agent. A charge of \$1,000 to set and remove the gangway with Elevator labor will be assessed to the vessel's via the vessel's agent.

The owners, operators, master and/or agents of the vessel shall insure that the vessel will be loaded in such a manner that it will remain in seaworthy trim throughout the loading in order to permit shifting out of the berth should such become necessary.

Item No. 11 – Repair Work

There shall be no work or repairs of any kind to a vessel in the berth where such work or repairs may involve welding, burning, scraping or any "hot work" where there may be a possibility of sparks without the express written consent of LDC. If LDC approves such work, a gas free certificate issued by a competent marine chemist must be obtained and filed with LDC prior to the commencement of work.

Item No. 12 – Bunkering and Supplies

Bunkering or loading of any other materials while the vessel is at the berth is prohibited without the express written consent of LDC. The vessel or its agent must make its request for bunkering at least twenty-four (24) hours prior to berthing by submitting a request for bunkering or supplies **in writing to LDC Management.**

Should any vessel which is berthed at the Elevator take on bunkers or supplies without receiving consent of LDC, the vessel and/or its agents shall be liable for a wharfage fee in the amount of \$5,000.00 per day for the duration of the time that the vessel occupies the berth.

Item No. 13 – Loading Delays

In order to minimize or avert delays on loading, vessels at the Elevator berth shall be subject to standby charges in accordance with Section III, Item No. 8 of this tariff in the specific delay situations described below:

Section II
Revised 01/11/2010

A.) Ballasting/Air Draft

Prior to the vessel's arrival at the loading berth, Elevator management will inform the vessel's agent that the vessel must arrive not exceeding a prescribed air draft limitation (water line to top of hatch combing).

The vessel shall adjust ballast appropriately **in advance** so that loading and completions will not be delayed nor such condition unreasonably interfering with the loading process.

B.) Opening/Closing of Hatches

A vessel has fifteen (15) minutes to open all hatches and be load-ready after the hour for which labor has been called. Those vessels whose equipment does not permit opening of the hatches within fifteen (15) minutes must open their hatches prior to the labor call and be ready to load within fifteen (15) minutes after the hour for which labor has been called. Any delays, which occur because the vessel's hatches are not open within fifteen (15) minutes after the hour for which labor has been called, will subject the vessel to standby charges in accordance with this tariff.

C.) **The Vessel shall not unduly delay the progression of the loading of the Vessel in a safe and expeditious manner by the Stevedore. Any such delays can result in the Elevator placing the Vessel on notice and standby charges in accordance with this Tariff being invoked.**

D.) Checkpoints

At the end of loading or near completion of loading, a vessel is allowed one fifteen (15) minute period for the purpose of checking draft, stability, and any other factors necessary to determine the exact cargo to be loaded. Any delays, which are caused by the vessel using more than one (1) fifteen (15) minute period for checking draft, stability, etc., will subject the vessel to standby charges in accordance with this tariff.

Item No. 14 – Shifting

LDC may at any time order a vessel to shift from the berth, or along the berth, to accommodate another vessel, to better receive cargo or for any other reason whatsoever. The cost of such shifting, both to and from the berth, and along the berth, shall be at the sole expense of the vessel.

During docking, undocking, shifting and while the vessel is lying in the berth, the vessel shall provide adequate tug assistance at its own expense to assure the safety of the wharf and related Elevator facilities, the vessel and other vessels in the vicinity.

Section II/III
Revised 01/11/2010

In order to minimize or avert delays in loading, the vessel will be allowed a maximum of thirty (30) minutes to shift after receiving such order from LDC. Any delays, which are caused by the vessel taking more than thirty (30) minutes to shift, shall subject the vessel to standby charges in accordance with this tariff.

Item No. 15 – Stevedoring

In order to expedite the vessel loading process and maximize the efficiencies of the Houston Grain Elevator, LDC Management will establish the services of a “House Stevedore”. This LDC designated Stevedore will have exclusive stevedoring rights at the Houston Elevator for the loading of all vessels for the duration of term designated by LDC. LDC will issue invoices directly to the Vessel’s agents for stevedoring services rendered on vessels when the provisions of the cargo’s contract designate that the Vessel is responsible for stevedoring costs. Stevedoring rates are designated in Section 3, Item 10, and Page 19 of this Tariff. Facility Use Charge is inclusive in the stevedoring rates.

Section III – Rates and Charges

Item No. 1 - Receiving and Delivering Grain

- A.) Receiving from trucks\$0.07per bushel
- B.) Receiving from railcars\$0.07 per bushel
- C.) Delivering to trucks or railcars\$0.06per bushel
- D.) Delivering to self-trimming
bulk carrier vessel\$0.05 per bushel
- E.) Delivery to other vessels \$0.06 per bushel

Item No. 2 – Storage

Storage shall be charged at the rate of \$0.0015 per bushel per day. Storage charges shall commence on the first day following receipt of grain into the elevator and shall be charged for each calendar day, or fraction thereof, that the grain remains in the Elevator.

Item No. 3 – Treating, Cleaning and Turning

- A.) Treating grain for infestation\$0.03 per bushel
- B.) Cleaning grain\$0.05 per bushel
Note: any screenings generated by cleaning of grain shall be the property of the owner of the grain and shall be subject to terms of this tariff. Also any loss in weight resulting from cleaning grain shall be for the account of the owner of the grain.
- C.) Turning grain\$0.03 per bushel

Section III
Revised 01/11/2010

Item No.4 – Minimum Elevator Call-Out

Whenever LDC has scheduled labor based on the scheduled berthing of a vessel/barge for loading, and for any and all reasons not to the fault of the elevator, the vessel fails to arrive or can not load cargo, the vessel shall be responsible for all costs associated with the failure to load. This includes expenses for any USDA inspectors, longshore and stevedore's expense, and a four-hour call out charge of \$600 per hour for Elevator labor.

Item No. 5 – Overtime

Overtime shall be considered any hours of operations in excess of 8 hours on weekdays, Saturday, Sundays, and holidays as defined herein Section I, Item No. 19.

A) Vessel Loading (Does not include the cost of USDA/grain inspection & supervision)

1. Weekdays (Mon-Fri) & Saturdays..... \$1,250.00
2. Sundays, Holidays..... \$1,500.00

B.) Rail unloading ...\$1,000.00 per hour or fraction thereof, minimum of four (4) hours guaranteed.

C.) Truck unloading ...\$600.00 per hour or fraction thereof, minimum four (4) hours guaranteed.

Item No. 6 – Dockage

A.) Ocean Vessels

Dockage for vessels, including ocean-going barges, loading bulk grain at the Elevator shall be charged at the rate of \$0.60 per GRT. Tankers and 'Tween Deckers shall be charged at a rate of **\$0.65** per GRT. Dockage rates are per calendar day, or fractional part thereof. Gross registered long tons (GRT) are determined by Lloyd's Register of Shipping. There shall be a minimum dockage charge of **\$15,000.00** per calendar day.

B.) Barges

Dockage for shallow-draft barges loading bulk grain at the Elevator shall be charged at the rate of \$0.6 per bushel.

Section III

Revised 01/11/2010

- C.) Admeasure of Vessel GRT. (Barges Excluded)
 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 of all such tonnages shown in Lloyd's Register of Shipping shall be applicable in determining gross tonnage for the purpose of assessment of dockage charges under this Tariff Circular. However, LDC reserves without question the right to admeasure any vessel when deemed necessary and use such measurements as basis of the charge.
- D.) Vessels which are not engaged in grain commerce and which desire to utilize the Elevator as lay berth may apply to do so by submitting a Berth application to the Elevator Manager. The assignment and use of the lay berth will be determined based on berth availability and grain vessel traffic. Lay berth rates are available and are negotiable with the Elevator Manager.

Item No. 7 – Vessel Mooring

Louis Dreyfus Corporation reserves the right to designate and/or appoint a line handling company to perform exclusive mooring services for all vessel/barge activity at the Elevator berth. **Should LDC make this line handler designation, LDC will invoice the vessel's agents directly for these services.**

Item No. 8 – Vessel Loading/Standby Time

Standby time, in accordance with Section II, Item No. 13 of this tariff shall be charged at the rate of \$2,000.00 per hour, pro rata in fifteen (15) minute increments.

Item No. 9 – Facility Use Charge

A facility use charge shall be charged to the stevedore loading the vessel as follows and shall be calculated on the quantity shown on the Mate's Receipt:

- A.) Self-trimming bulk carriers\$0.21 per long ton
- B.) Vessels with multiple decks (Tween-decks)...\$0.30 per long ton
- C.) Tankers.....\$0.26 per long ton
- D.) Use of mechanical trimmers\$0.25 per long ton

Note: This charge shall apply in addition to the charges shown in (A.), (B.), and (C.) above, but shall only be assessed on the total quantity loaded in any hatch where mechanical trimmers are used.

Section III
Revised 01/11/2010

E.) Wing Tanks.....\$0.20 per long ton
Note: This charge is in addition to charges shown in A), B), and C) above,
but shall only be assessed on the total quantity loaded into wing tanks.

Item No. 10 – Security Fees

Security fees will be assessed and collected as per the Port of Houston's
Tariff #8. Please see Section I, Item 4 (G) of this Tariff for more detail.

Item No. 10- Stevedoring Rates

- A.) Bulk Carriers.....\$1.15 per metric ton
- B.) Tankers.....\$1.75 per metric ton
- C.) Tween-deck vessels.....\$1.45 per metric ton
- D.) Stand-by (loading delay other than weather)...\$350.00 per hour
- E.) Any other special requirements such as separations, partitions,
hand trimming, etc will be quoted separately on a case-by-case
basis.
- F.) Facility charges are included in the above rates