

KALAMA EXPORT COMPANY LLC

GRAIN TERMINAL ELEVATOR TARIFF NO. 19

NAMING:

RATES, RULES AND REGULATIONS

APPLYING AT:

KALAMA TERMINAL

KALAMA, WASHINGTON

ISSUED: October 29, 2021

EFFECTIVE: January 1, 2022

OPERATED BY:

KALAMA EXPORT COMPANY LLC

2211 N. HENDRICKSON DRIVE
KALAMA, WASHINGTON 98625

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GENERAL RULES AND REGULATIONS

ITEM: NO. 1

NOTICE TO PUBLIC

This Tariff, published and filed in accordance with legal requirements, is due notice to the public, shippers, and carriers that the rates, charges, rules and regulations apply to all general traffic without specific notice, quotation to or (excepting as otherwise specified herein) arrangement with shippers or carriers. Use of the facilities and services covered by this Tariff shall constitute consent to the terms and conditions of the Tariff and shall be evidence of an agreement on the part of all users of the facilities and services to pay all charges specified herein and be covered by all the rules and regulations printed in this Tariff.

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

Kalama Export Company shall be the sole judge as to the interpretation of this Tariff.

ITEM: NO. 2

INSURANCE

Insurance on all grain stored here under will be carried by Kalama Export Company for the account of the depositor or owner of the grain against loss or damage by fire, lightning, internal explosion, wind storm, cyclone, or tornado for its market value at time of loss. The cost of such insurance is included in the charge for storage. Insurance for the grain will remain in effect from the time it enters an unloading system until it leaves the loading spout, unless otherwise agreed in writing. Loss by any other insurable cause shall be for the owners account.

ITEM: NO. 3

WEIGHING AND INSPECTION

Determination and certification of the grain quality and quantity will be performed by personnel of the Grain Inspection Service of the State of Washington or Kalama Export Company, at rates established for such services. The expense of such certification will be borne by the depositor of the grain or the owner of the warehouse receipt.

ITEM: NO. 4

BASIS OF CHARGES

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

ITEM: NO. 5

DEMURRAGE, DELAYS AND WAIVERS

Kalama Export Company will make its best efforts but does not undertake to receive, load, unload, handle or deliver within any particular time frame except to the extent made mandatory by applicable statutes, rules and regulations. In furnishing any services or performing any acts here under, Kalama Export Company assumes no responsibility for any demurrages or other damages for delay. Delays arising from: riots or lockouts of any persons in the employment of Kalama Export Company or in service of others, from boycotts, from any civil commotion, war, flood, Act of God, or government (including court order), tornadoes, wind storm, or any other cause or combination thereof, not reasonably within the control of Kalama Export Company shall not entitle Owners, Shippers, or Consignees of Carriers (except to the extent required by statute, rule or regulation) to waiver storage or any other expense or terminal charge that may be incurred.

GENERAL RULES AND REGULATIONS

(continued)

ITEM: NO. 6

ELEVATOR HOLIDAYS & OVERTIME

OVERTIME:

All work between 7:00 p.m. and 7:00 a.m. and all work on Saturdays, Sundays, and Holidays (including Holidays defined as a Holiday under BIMCO or the West Coast I.L.W.U.-P.M.A. Labor Agreement or this Tariff) shall be designated as overtime. When services are performed on overtime, rates for such services will be subject to advance arrangement. Vessels refusing to pay for overtime services prior to berthing shall, at the elevator operator's sole option, be passed by any vessels agreeing to pay for overtime services. Vessel's refusing to pay for overtime services when already in berthing shall, at the elevator operator's sole option, be ordered to depart from berth and may be passed by any vessels agreeing to pay for overtime services. Overtime involved in the loading of ocean vessels will be assessed to the vessel at the rates provided in the Tariff. The Tariff rates will be applied to the vessel regardless of the number of men working on the vessel or in the elevator. If labor is ordered for an overtime shift, the overtime rate shall apply for the entire shift regardless of the numbers of hours actually worked. (No prorate of costs) See Items No. 7, 34, 36, and 58.

HOLIDAYS:

Kalama Export Company celebrates the following holidays and all holidays observed by the UNITED STATES FEDERAL and/or WASHINGTON STATE GOVERNMENTS. Kalama Export Company LLC will honor any day observed as a holiday by BIMCO or the International Longshore and Warehouse Union. Said holidays if worked will be paid at the overtime rate of 1 ½ times the normal rate.

- 1 New Year's Day
- 2 Martin Luther King's Birthday
- 3 Lincoln's Birthday
- 4 Washington's Birthday/ Presidents' Day
- 5 Cesar Chavez' Birthday
- 6 Good Friday
- 7 Memorial Day
- 8 Juneteenth
- 9 Independence Day
- 10 Bloody Thursday
- 11 Harry Bridges' Birthday
- 12 Labor Day
- 13 Columbus Day
- 14 Veterans' Day
- 15 Thanksgiving Day
- 16 Christmas Eve Day
- 17 Christmas Day
- 18 New Year's Eve Day
- 19 Longshore Union STOPWORK meeting. Usually held 2nd Wednesday of each month

Laytime will cease to count for any of the above holidays regardless if the vessel works or remains idle.

Should any of the stipulated holidays fall on a Sunday, the following Monday shall also be deemed as that holiday. If a holiday falls on a Saturday, it shall also be observed on the preceding Friday.

GENERAL RULES AND REGULATIONS

(continued)

ITEM: NO. 7

RIGHT TO PERFORM OVERTIME SERVICES

Whenever, in the judgment of Kalama Export Company, it shall be deemed necessary to perform on overtime any service in connection with the loading, unloading, handling, cleaning, processing of grain, right is reserved to perform such services, or to order weighing and inspection by grain inspectors, such services will be in the name of and at the expense of the owner of the grain. See: Item No. 6, 34, 36, and 58.

ITEM: NO. 8

SHIPPER'S REQUESTS AND COMPLAINTS

Requests and complaints on matters relating to rates, rules and regulations contained in this Tariff must be made in writing to General Manager, Kalama Export Company Grain Terminal Elevator, 2211 N. Hendrickson Drive, Kalama, Washington 98625.

ITEM: NO. 9

REMEDIES FOR ENFORCEMENT OF TARIFF

The elevator operator shall have all remedies available to it at law, in equity or under maritime law to enforce the rules and regulations of this Tariff and to collect charges and liquidated damages due under this Tariff including, but not limited to, a maritime lien against the vessel for such charges or liquidated damages. In the event of any legal proceedings to enforce any provision of this Tariff, the elevator operator shall be entitled to recover its expenses incurred in such proceedings including attorneys' fees in any trial court and on any appeal.

ITEM: NO. 10

MARITIME FIRE AND SAFETY

The Marine Fire and Safety Association (MFSA) has been formed by agencies and firms located on the Columbia and Willamette River Systems. The purpose of the Association is to enter into contracts with local fire districts along these river systems, and to reimburse them for training and supplies to combat marine fires. To fund this Association, a charge as assessed by the MFSA, will be invoiced to each oceangoing (or deep draft) vessel upon its initial arrival within the Columbia River at a participating Association member's location. The Port of Kalama is a member of The Marine Fire and Safety Association.

ITEM: NO. 11

GRAIN APPLICATION OF RATES

The rates, charges, rules and regulations named in this Tariff, additions and revisions, or supplement thereto shall apply on grain received at the Kalama Export Company Grain Terminal Elevator located at Kalama, Washington, and shall apply on any grain on hand at the effective dates of this Tariff, its supplements or amendments. All charges accrued against said grain up to the effective date of this Tariff, supplements, or amendments shall be assessed at rates effective in the Tariff, in its supplement, or its amendment effective when the grain was received.

The inclusion of rates, charges, or conditions in this Tariff is not to be interpreted as a guarantee that such operations can or will be performed, but only that such service will be performed as the facility is equipped or prepared to perform it.

INCOMING GRAIN

ITEM: NO. 12

BEGINNING OF ELEVATOR RESPONSIBILITY

Except to the extent its responsibilities for grain are further limited herein, Kalama Export Company assumes responsibility of grain only from the time it enters an unloading system and discontinues responsibility when it leaves the loading spout. All rates and charges of this tariff shall apply according to this clause.

INCOMING GRAIN
(Continued)

ITEM: NO. 13

RIGHT TO REFUSE GRAIN

The elevator management reserves the right, without any responsibility for any loss, damage or demurrage that may arise, to refuse any grain be it a complete lot or part of a lot which is; (A) in the opinion of the elevator management, un-merchantable or in unfit condition for storage, transfer, or handling; or (B) because of lack of space, facilities or equipment; or (C) for any other sound reason based on the judgment of the elevator management.

ITEM: NO. 14

RESPONSIBILITY OF WAREHOUSEMAN

Kalama Export Company will not be responsible for any loss or damage caused by: frost; heating; flood; leakage; the elements; evaporation; natural shrinkage; wastage or decay; birds; animals; rats, mice or other rodents; moths; weevils or other insects; leakage or discharge from sprinklers or fire protection systems; collapse of buildings or structures; breakdown of plant, machinery, or equipment; or by floats, logs or pilings which may be required in breasting vessels from wharf. Nor will Kalama Export Company be answerable for any loss, damage or delay arising from: insufficient notification; war; insurrection; Acts of God; shortage of labor; riots; or strikes of any persons in its employment or in the service of others; boycotts, or for any consequences arising there from; or any combination thereof. Further, the warehouseman will assume no responsibility for: concealed damage; leakage; variation in weights; or for losses in weight by reason of defection or insufficient containers, whether occurring while grain is in storage or is being handled; or for failure to detect or remedy it.

ITEM: NO. 15

ADVANCING TRANSPORTATION CHARGES

Kalama Export Company, when requested by the owner of the grain, may advance freight, switching and demurrage charges. These charges are due and payable as they accrue and will be subject to a sight draft, delivery of negotiable warehouse receipt being contingent upon payment of draft.

ITEM: NO. 16

PREFERENCE UNLOADING

In the event of congestion of rail cars or barges, the elevator management reserves the right, without liability for loss, damage or demurrage, to unload first those rail cars or barges for which outward shipping space has been engaged and is available.

INCOMING GRAIN

(Continued)

ITEM: NO. 17

FUMIGATION

Fumigation of grain by Kalama Export Company is at its option. Kalama Export may perform the service or order it fumigated by owner or consignee of the grain. Right is reserved by Kalama Export Company to refuse to accept or unload grain infested by weevil or other insects or from other causes until such grain has been fumigated to the satisfaction of Kalama Export Company.

STORAGE AND HANDLING

ITEM: NO. 18

COMMENCEMENT OF STORAGE CHARGES

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

ITEM: NO. 19

BINNING

Except as provided in Item No. 20, grain shall be stored on a commingled basis in bins containing the same kind and grade, regardless of ownership.

ITEM: NO. 20

SPECIAL BINNING

Upon request and space permitting, grain will be stored in special bins (identity preserved). Regular Tariff charges plus 10% may be assessed except that if any bin is not used to full capacity storage charges may be assessed on such full capacity. Risk of grade and weight is for owner's account.

ITEM: NO. 21

TURNING

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

ITEM: NO. 22

STORAGE OF SMUTTY GRAIN CONDITIONAL

Grain containing smut will only be received for storage in the elevator subject to Kalama Export Company's acceptance and special charges.

STORAGE AND HANDLING

(Continued)

ITEM: NO. 23

AERATION

Upon request and space permitting, Kalama Export Company will aerate grain in special bins equipped with fans. The charge for this service does not include the charge for transferring the grain into and out of the aeration bins.

ITEM: NO. 24

SAMPLE GRADE

Subject to provisions of Special Binning, grain graded as "sample grade" will be stored in special bins, at owner's expense, unless owner authorizes storage with other grades. See Item No. 20.

ITEM: NO. 25

RIGHT RESERVED TO TERMINATE STORAGE

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

LOADING

ITEM: NO. 26

"VESSELS" ACCEPTABLE FOR LOADING

Wherever the word "vessel" appears in this Tariff, it is understood that it has reference only to self-trimming dry cargo ocean vessels of a type customarily engaged in the carriage of grain. Other vessels will not be accepted for loading except at the convenience of the elevator and under terms, rates and conditions to be negotiated in each instance.

LOADING
(Continued)

ITEM: NO. 27

BERTHING

For all vessels intending to load at the Kalama Export Company Grain Terminal Elevator in Kalama, Washington, the vessel's representative shall file the following documents at the office of Kalama Export Company at 2211 N. Hendrickson Drive, Kalama, Washington, 98625 between 9:00 a.m. and 4:00 p.m. Mondays through Fridays, and between 9:00 a.m. and 12:00 noon Saturdays, all exclusive of Holidays:

1. A properly executed Berth Application acknowledged in writing by the Kalama Export Company representative at the elevator on forms provided by the Kalama Export Company office. The Berth Application will not be considered properly executed unless accompanied by an advance in an amount previously agreed to by the elevator.
2. A current and valid International Ship Security Certificate (ISSC) with Certificate number, the flag state issued, and date of issuance.
3. A Certificate of Readiness issued by the National Cargo Bureau, showing the vessel's readiness to load in all compartments.
4. A copy of the NATIONAL CARGO BUREAU, INC. Grain Stability Calculation Worksheet.
5. Certificate of Stowage Examination issued by the Department of Agriculture of the State of Washington or the Federal Grain Inspection Service, showing that the vessel is passed to load in all compartments intended to be used for grain cargo.
6. A copy of the Notice of Readiness signed by the Charterer or the charterer's Agent acknowledging acceptance of the vessel under the governing charter party and confirming that the vessel is ready and prepared in all respects to load its designated cargo.
7. Written loading instructions describing the commodity and grade to be loaded, along with a vessel stowage plan, loading rotation and any other pertinent loading information.
8. Any other document or certificate required to be furnished by law, custom, regulation or elevator rules.

No vessel shall be accepted as properly filed until the elevator receives ALL required documents in acceptable form.

Kalama Export Company may also require certification from a recognized laboratory or marine chemist that all compartments for receiving grain are free of contaminating gases or odors.

Any one or more of the above documents are subject to renewal, at elevator management's option, if the vessel has not commenced loading within seven days of original signed application for berth.

If the vessel has "pontoon" or "wire pull" type hatch covers, the elevator management must be informed prior to filing berth application.

Assignment of berth under this tariff is predicated upon vessel's continuous readiness to receive grain at full normal rate throughout the entire time in berth. Any delay in loading by vessel shall be subject to a charge of **\$15,000.00** for each hour or fraction thereof. In order to facilitate Elevator efficiency, as a matter of Elevator convenience any vessels refusing to pay for overtime services prior to berthing shall, at the elevator operator's sole option, be passed by any vessels agreeing to pay for overtime services. Vessels refusing to pay for overtime services when already in berthing shall, at the elevator operator's sole option, be ordered to depart from berth and be passed by any vessels agreeing to pay for overtime services.

All vessels loading grain at the Kalama Export Company Grain Terminal Elevator are subject to USDA or State of Washington regulations. They require all vessels to be re-inspected by their inspection department alongside the wharf just prior to loading. This inspection is considered by them to be the final inspection prior to the vessel receiving grain. All inspections prior to this final inspection are classed as preliminary inspections.

LOADING

(Continued)

ITEM: NO. 27

BERTHING

(Continued)

If a vessel is turned down for any reason at the time of final inspection alongside the wharf, such vessel may have its original filing canceled and be ordered to vacate the berth at its own expense on instructions from elevator management and be subject to a delay of berth charge of **\$15,000.00** for each hour or fraction thereof that the vessel remains at berth regardless of intervening circumstances. A vessel having its original filing canceled must re-file at the elevator upon passing re-inspection in its entirety.

Despite the issuance of the certificates called for, should there be, at anytime before or during loading, a determination made by the official responsible for issuing each certificate that the vessel is not in suitable condition to be loaded, then at the discretion of the elevator operator the berth assignment may be withdrawn and the vessel refused a berth or, if in berth, ordered to vacate at vessel's expense. A receipt of commodity will be provided to Kalama Export Company for the amount on board. At the elevator management's option, the vessel may be subject to a delay of berth charge of **\$15,000.00** for each hour or fraction thereof that the vessel remains at the berth regardless of intervening circumstances.

Any vessel that is filed at Kalama Export Company Grain Terminal Elevator and is ordered to berth by elevator management and is unable or refuses to accept a loading berth, due to any reason whatsoever, shall have its original filing canceled. The vessel must re-file and will be assigned a rotation in the elevator lineup based on the new filing time.

In the event of any circumstance which may cause elevator delay or expense and/or because of a failure to perform by the vessel or its Agent, Kalama Export Company reserves the right, at its option, to appoint the operating agent for the vessel. Vessel operating agents must attend the vessel upon berthing and tie up. Failure to do so will be considered a failure to perform, and Kalama Export Company reserves the right, at its option, to appoint the operating agent for the vessel.

If the vessel is ordered to berth and a delay in delivery of vessel to berth occurs, the Vessel Master/Vessel Owner/Vessel Charterer and/or Vessel Agent is responsible for a dead berth charge of **\$15,000.00** for each hour or fraction thereof until subject vessel or subsequent vessel is ready to receive cargo at the berth.

At the sole discretion of Kalama Export Company, a vessel may be allowed to berth prior to having presented all of the above certificates and if at the agreed upon time, the vessel fails to present proper documents, said vessel must immediately vacate the berth at its own expense, if ordered by Kalama Export Company.

The filing of a berth application and supporting certificates shall constitute an agreement that the Master, Owners, Manager, Operator or other duly authorized representative of the stated vessel shall deliver to Kalama Export Company signed written evidence of the receipt on board of the commodity/commodities according to the elevator description and tally, with no qualifications for unpaid freight or condition after leaving spout. Also, the filing of such berth application and its acceptance by Kalama Export Company shall constitute a contract between Kalama Export Company and the vessel, her Owners or Operators confirming their agreement to abide by the charges, rules and regulations of this Tariff.

Kalama Export Company will issue one mate's receipt representing the entire commodity lot loaded on board the vessel. The mate's receipt will state "said to weigh" and the basic commodity description in bulk. Any other special requests will be at the discretion of Kalama Export Company, and, in doing so, Kalama Export Company shall remain harmless of any and all liabilities as a result.

Upon berthing, the vessel shall immediately and at all times provide adequate lighting equipment, maintain appropriate officers and crew aboard to allow shifting on berth, vacation of berth, or loading of cargo at any time loading may be agreed to or ordered by Kalama Export Company including night shifts, Saturdays, Sundays, and Holidays. Vessels shall be fully prepared to vacate loading berth within one hour after completion of loading.

LOADING

(Continued)

ITEM: NO. 27

BERTHING

(Continued)

If a strike, riot, other labor disturbance or threatened labor disturbance, involving a vessel nominated to load a cargo at Kalama Export Company Grain Terminal Elevator, a vessel presenting a Berth Application with supporting documents at the Kalama Export Company Grain Terminal Elevator, a vessel waiting for a berth at the Kalama Export Company Grain Terminal Elevator or a vessel at a berth at the Kalama Export Company Grain Terminal Elevator may, in the sole judgment of Kalama Export Company, impede operations at the Kalama Export Company Grain Terminal Elevator and/or the facility, Kalama Export Company may refuse to accept for loading such a nominated vessel, refuse and/or cancel the Berth Application of such a vessel, order such a vessel to vacate the berth or refuse to accept it at the berth. If the vessel refuses or is unable to vacate the berth as provided for in this Item No. 27, the vessel and her owners and/or operators shall be solely and jointly liable for liquidated damages in accordance with the terms outlined in this Item No. 27.

Whenever a vessel is unable or refuses to load in all holds necessary to carry the contract quantity, the elevator operator may order the vessel to vacate the berth within one hour after notice to vacate is delivered to the vessel's master, mate or agent. If a vessel refuses or fails to vacate the berth within one hour after receipt of the notice to vacate, the elevator operator shall be entitled to charge and recover as liquidated damages, the sum of **\$15,000.00** per hour for each hour of each calendar day, from one hour after receipt of the notice to vacate until vacation of the berth occurs, regardless of intervening circumstances.

At the discretion of the elevator operator a vessel that is unable or refuses to load in all holds necessary to carry the contract minimum may be allowed to remain at the berth in which case the elevator operator shall be entitled to charge and recover as liquidated damages the sum of **\$15,000.00** per hour for each hour of each calendar day from one hour after delivery of such notice to the vessel's Master, Mate, or Agent.

Vessel shall vacate the berth within one (1) hour of being ordered by the elevator operator to do so and/or the completion of loading. Should any vessel fail to vacate the berth within this allowed time, vessel will be subject to the conditions, charges, and damages of **\$15,000.00** per hour or fraction thereof that the vessel remains at berth, regardless of intervening circumstances.

Application for and use of the berth shall constitute agreement of the vessel that the foregoing amount of liquidated damages accurately reflects the loss to the elevator operator from inability to use the berth for loading. The elevator operator'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 the elevator operator on any greater actual damages it may have sustained as a result of the vessel's refusal or failure to vacate the berth, including special or consequential damages.

Kalama Export Company shall not be responsible for any damage to or loss of the vessel in the course of removing a vessel from berth after the vessel has failed and refused to vacate the berth pursuant to the order of Kalama Export Company in accordance with this Tariff.

The Owners/Master/Agent of vessels presenting berth application to load at Kalama Export Company Grain Terminal Elevator thereby authorize ship hold fumigation in accordance with applicable State and/or Federal regulations and insures that such vessels are fit for such fumigation. Should any vessel refuse to allow ship hold fumigation the Owner/Chartered shall be responsible for any and all costs, damages, delays, and expenses. Any crew wishing to vacate the vessel while fumigation takes place will do so at expense of vessel's Owner.

Kalama Export Company reserves the right to refuse berthage, to alter the turn of vessels to be loaded, or to require the vessel to vacate or change berth for elevator convenience, to assure elevator efficiency, whenever the elevator operator determines a need to receive or ship a particular grade or type of grain or to facilitate conditions at the elevator.

LOADING

(Continued)

ITEM: NO. 27a

DRAFT SURVEYS

Each Vessel loading at Kalama Export Company LLC Elevator will be allowed one twenty minute period for the purpose of checking draft and stability calculations. Any delay in excess of the period used by the vessel will be considered a delay of berth and will be charged at the rate of **\$5,000.00** for each twenty minute period or fraction thereof to the vessel and / or owner(s).

ITEM: NO. 27b

CEMENT OPENINGS

Any vessel equipped with openings in the hatch covers, commonly referred to as cement holes, will be required to make use of them when needed during loading at the berth. Refusal to use these openings will result in delay of berth charges of **\$15,000** per hour or fraction thereof.

ITEM: NO. 27c

RE-TRIMMING HOLDS

Any vessel calling a hold full and complete and then requesting to go back to the hold to add more cargo will be subject to a re-trimming fee of **\$5,000.00** per twenty minute period or fraction thereof.

If the National Cargo Bureau requires the hold take more cargo for stability reasons, the fee will be waived.

ITEM: NO. 28

STEVEDORE AGREEMENT - LOADING AND TRIMMING

Unless the Company is appointed to perform the stevedoring, the vessel shall have, prior to berthing, engaged a Stevedore which has entered into and complied with the Company's standard form Stevedore Agreement. The Company reserves the right to refuse berthing unless this condition has been fulfilled and to remove a vessel already at berth should the Stevedore so engaged breach said Agreement of the Rules Governing Stevedore Access and Operation established there under.

The Elevator, on request, may perform the stevedoring of vessels with rates to be mutually agreed.

ITEM: NO. 29

SHIFTING COSTS

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

LOADING

(Continued)

ITEM: NO. 30

TUG SERVICE

Effective April 1, 2000, only tugs assigned by Kalama Export Company will be permitted to work at the Kalama Export Company Terminal berth. No other tugs will be allowed to work at the Kalama Export Company Terminal unless otherwise subcontracted by Foss Maritime Company, after April 1, 2000.

All tug service used by vessels docking, undocking, and shifting while in berth or while lying at the berth must be arranged through Kalama Export Company. Furthermore, every vessel docking, undocking, shifting while in berth or while lying at berth at the Kalama Export Company berth shall be required to utilize a number and size of tugs sufficient for the size of the vessel and prevailing river and weather conditions at the time.

All vessels will be required to deposit funds with Kalama Export Company sufficient to cover the anticipated tug usage. Funds must be deposited upon or prior to filing a berth application with Kalama Export Company. Kalama Export Company will return any amount of the deposit in excess of actual usage.

The service description and rates for tug service assigned by Kalama Export Company shall be those listed below.

Docking / Undocking	Rate
Regular Tug	As assessed by Foss Maritime Company
Tractor Tug	As assessed by Foss Maritime Company
Shifting in Berth	
Regular Tug	As assessed by Foss Maritime Company
Tractor Tug	As assessed by Foss Maritime Company
Stand By (after one hour)	Hourly Rate
Regular Tug	As assessed by Foss Maritime Company
Tractor Tug	As assessed by Foss Maritime Company
Cancellation Charge	50% of docking/ undocking charge plus stand by and running time of the tugs at the applicable rate.
Fuel Surcharge	As assessed by Foss Maritime Company

LOADING

(continued)

ITEM: NO. 31

USE OF LINES BOATS

Lines boats shall be used at the vessel's expense during tie-up and let-go so as to prevent undue hazards and delays to the terminal facility.

ITEM: NO. 32

VESSEL WORK OR REPAIR 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, scraping, or any "hot work", nor any work or repair where there is a possibility of flame or sparks unless prior expressed written approval is obtained from Kalama Export Company. The Master/Vessel Owner/Agent/Operator shall be held fully responsible for any violation of this regulation.

ITEM: NO. 33

DELIVERY OF FLAMMABLES, HAZARDOUS OR TOXIC MATERIALS TO VESSEL IN BERTH

Delivery of bunker fuels, lube oils, or any other volatile or flammable material to a vessel while berthed is prohibited unless prior written approval is obtained from Kalama Export Company.

The vessel shall at all times obey elevator rules pertaining to the delivery or discharge of fuel (bunkering), oil in bulk, other combustible products or any hazardous or toxic materials, as defined by the Environmental Protection Agency, via truck, barge or other conveyance.

ITEM: NO. 34

CONTINUOUS VESSEL LOADING OR UNLOADING

Kalama Export Company reserves the right to require continuous loading or unloading of grain to or from ocean vessels through twenty-four hours per day. All overtime accruing during such loading or unloading is for the account of the vessel. See items 6, 7, 36, 58.

ITEM: NO. 35

VESSEL FAILURE TO PERFORM

Whenever Kalama Export Company has ordered labor for scheduled vessel loading and vessel fails to arrive or refuses to take the berth for loading, vessel will be responsible to Kalama Export Company for dead berth costs of **\$15,000.00** per hour or fraction thereof. See: Item No. 27.

ITEM: NO. 36

ELEVATOR'S REFUSAL TO WORK HOLIDAYS OR OVERTIME

Kalama Export Company reserves the right to refuse services involving holidays, overtime, penalty time, or payment of wages for a minimum number of hours unless furnished with written orders authorizing the service and guaranteeing the additional expense. Such expenses will be assessed against the party or parties authorizing same. Notwithstanding the foregoing, Kalama Export Company reserves the right to refuse to work holidays or overtime, even though requested, at its own discretion. See Items No. 6, 7, 34, 58.

LOADING
(continued)

ITEM: NO. 37

ELEVATOR RESPONSIBILITY

The Elevator's responsibility shall be deemed to end when grain leaves the loading spout. It shall not be responsible for marine loss or damage to grain or to barges, ships or other waterborne vessels moored to the elevator dock.

ITEM: NO. 38

WEATHER CONDITIONS AND RAINFALL INSTRUMENT

When, in the elevator management's opinion, weather conditions threaten the safety of the moored vessel and/or the structural integrity of the dock, the vessel shall vacate the berth immediately when requested by the elevator to do so and until such time as weather conditions permit it to return.

A rainfall instrument is in use at Kalama Export Company Kalama Terminal and will be used to calculate Weather Working Days for laytime calculations when the Berth is vacant. Any delay for rain or weather not sanctioned by the Washington State Department of Agriculture grain Inspection authority shall be subject to a **\$15,000.00** per hour delay of berth charge.

Elevator management reserves right to order any vessel to vacate the berth that refuses to load grain in weather working conditions deemed appropriate for loading by elevator management and Washington State Department of Agriculture personnel. In such situation, all costs and expense of vacating and reoccupying berth will be for vessels account. Laytime for load guarantee purposes will be suspended from time that an order to vacate berth is given, up until time the vessel has re-berthed for loading. Available berth and load rotation for re-berthing will be determined at the sole discretion of elevator management.

ITEM: NO. 39

DEMURRAGE, DAMAGES FOR DELAY, LOSS OF DESPATCH

The elevator shall not be liable for demurrage, damages for delay or loss of dispatch time incurred by any vessel or charterer thereof for any cause other than willful or negligent acts of the elevator management.

ITEM: NO. 40

ASSESSMENT OF DOCKAGE

Vessels assigned a berth at the elevator wharf shall be assessed, by Kalama Export Company Kalama Terminal, such dockage rates and other charges as are contained in the Kalama Export Company LLC Tariff and shall be subject to the rules and regulations therein published.

See Item No. 61.

LOADING
(continued)

ITEM: NO. 41

SERVICE AND FACILITIES CHARGE

Service and facilities charge is the charge assessed against ocean vessels, their owners, and operators, which receive cargo at the terminal for the use of the terminal areas in the delivery of cargo to or from the vessels, and for services in connection with the receipt, delivery, care, custody, and control of cargo required in the transfer of cargo from shippers, their agents of connecting carriers, to vessels.

Service and facilities charge does not include any cargo handling, loading or unloading operations, or any labor other than that which is involved in performing the service, nor any service or facility charge which is included in other individual charges. Where the contract of affreightment establishes the responsibility as between the parties thereto for payment of the Service and Facilities Charge named in this Tariff, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid by the vessel, its owners or operators, to Kalama Export Company.

Allocation or adjustments of these charges between vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract. The term "Contract of Affreightment" as used herein shall mean Tariff, charter party, ocean rate or any other arrangement under which the vessel transports cargo.

SELF TRIMMING BULK CARRIERS	<i>\$ 2.80/MT</i>
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TANKERS	<i>\$ 5.75/MT</i>
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- In addition, a charge of **\$2,500.00** per hour or fraction thereof will be assessed to tankers. Time counted will be from first cargo to last cargo on board.

NON-SELF TRIMMING BULK CARRIERS	NEGOTIABLE
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TWO-DECK	NEGOTIABLE
----------	------------

THREE-DECK	NEGOTIABLE
------------	------------

UNCLASSIFIED	NEGOTIABLE
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ITEM: NO. 42

BUNDLING / STRAPPING

Vessels loading will not be permitted to engage in fitting operations, including strapping or bundling while in berth. In the event a vessel must be partially loaded before such operations can be completed, the vessel will be required to vacate the berth and return after completion of fitting operations with all shifting expenses for the account of the vessel owner(s). Vessels that require strapping or bundling must advise the Elevator at filing of berth application and present a stowage plan illustrating same.

LOADING
(continued)

ITEM: NO. 43

NON-GRAIN COMMODITIES

Vessels loading non-grain commodities
shall be subject to an additional charge ----- NEGOTIABLE

ITEM: NO. 44

LOADING BY INDIVIDUAL HOLDS (“Hatch Weights”)

When Official USDA weight certificate(s) for cargo loaded at Kalama Export Company LLC berth are required to be by individual hold or otherwise called “hatch-weights” an additional charge of ***\$1.00 metric ton*** shall be assessed to the vessel based on the entire cargo loaded at Kalama Export Company LLC dock.

ITEM: NO. 45

WING TANKS

No wing tanks will be loaded while a vessel is at Kalama Export Company, LLC dock.

ITEM: NO. 46

HATCH COVERS

Vessels equipped with other than fully hydraulic hatch covers (i.e. pontoons, wire-pull or chain-pull covers) shall be subject to an additional charge of ***\$ 0.55 per metric ton*** on the entire cargo loaded at Kalama Export Company LLC dock.

ITEM: NO. 47

AIR POLLUTION CONTROL EQUIPMENT AND CHARGES

Air pollution control laws require that vessel loading operations do not violate standards established by the 1990 Clean Air Act. The necessary equipment and method as approved by the Federal and State pollution control agencies will be furnished to the vessel’s stevedore. The contracted stevedore will be required to use this equipment, and to apply proper methods to insure compliance with clean air regulations during loading operations. Kalama Export Company may monitor loading operations to determine that the equipment is being used effectively and handled correctly.

Any fines levied for violation of Air Pollution Control Laws or regulations will be assessed against the vessel or the vessel’s stevedore contractor.

Charges for the use and monitoring of the equipment will be assessed to the vessel at the rate of ***\$0.66 per Metric Ton*** of commodity loaded at Kalama Export Company Grain Terminal.

ITEM NO. 48

GARBAGE REMOVAL

Vessels requesting garbage and/or waste removal at the berth shall incur a \$500 flat fee for the vessel agent to arrange. If Kalama Export Company is to arrange removal, all costs incurred will be for the vessel’s account.

RATES

ITEM: NO. 49

TERMS

Terms are cash, all charges and advances being due and payable as arranged. Kalama Export Company reserves the right to demand payment of charges in advance or to require posting a bond to secure payment of charges and liquidated damages before a vessel will be permitted into berth or before grain will be delivered to the vessel. Any pending or alleged claims against Kalama Export Company will not be allowed as an offset against outstanding or accrued charges until such claims have been allowed or legally established. Regular and usual procedure must be followed in respect to such claims against Kalama Export Company and prior to their allowance, they shall constitute no valid reason for non-payment of charges or for modification of the provisions of this item.

Interest is at a rate of 2.5% over the effective prime rate at the time of invoice unless the resulting rate is beyond that permitted by law, in which case, interest will be charged at the maximum lawful rate.

ITEM: NO. 50

WHARFAGE

See "Definitions and Notes"

Item No. 64 Rate of ----- \$.025/BU

ITEM: NO. 51

ELEVATION

Including weighing and binning, but exclusive of wharfage:

- A. Unloading from hopper cars ----- \$.18/BU
- B. Grain received from barges ----- \$.18/BU

ITEM: NO. 52

FUMIGATION

- A. *VESSEL LOADING*
 - 1. Fumigation - special arrangement
- B. *INCOMING GRAIN - special arrangement. See: Item No. 17*

ITEM: NO. 53

ELEVATOR STORAGE

From day of receipt to date of delivery.....\$.003/BU/DAY

ITEM: NO. 54

TRANSFERRING, TURNING, CLEANING, GRAIN SEPARATION

Transferring from elevator bin to elevator bin at owner's request ----- \$.025/BU

RATES
(continued)

ITEM: NO. 55

AERATION

Grain aerated in special aerated elevator bins at owner's request ----- \$.01/BU/DAY

ITEM: NO. 56

DELIVERY

Loading into Barges -----	\$.18/BU
Loading into Tankers -----	\$.18/BU
Loading into Bulk Carriers -----	\$.18/BU
Loading into Trucks -----	\$.18/BU

ITEM: NO. 57

FRESH WATER FOR VESSELS

Flat Fee ----- \$ 500.00

ITEM: NO. 58

OVERTIME FOR VESSEL LOADING

Saturdays, Sundays, Holidays and Night Shift ----- **\$16,000.00 / SHIFT**

(Shift rates apply regardless of actual hours worked)

Normal shift will be 12 hours in duration

Overtime shift charges normally include weighers, official inspectors, samplers, and elevator personnel. See Items No. 6, 7, 34, and 36.

ITEM: NO. 59

AIR POLLUTION CONTROL EQUIPMENT RENTAL

See: Item No. 47

ITEM: NO. 60

SERVICE AND FACILITIES CHARGE

See: Item No. 41

RATES (continued)

ITEM: NO. 61

DOCKAGE CHARGE

Dockage Charges on all Bulk Carrier Vessels will be assessed at a rate of **\$3.50** per Gross Registered Ton for the first 48 hours of each berthing event, time starting at first line. After 48 hours of each berthing event, an additional **\$1.00** per Gross Registered Ton for each 24 hour period, or fraction thereof, will be assessed until the vessel vacates the berth (last line).

ITEM: NO. 62

INTEREST

See Item No. 49

TERMINAL SECURITY

ITEM: NO. 63

TERMINAL SECURITY

Every vessel shall be assessed a daily charge of **\$1,500.00** for the purpose of increased terminal security as required by U.S. Coast Guard and the U.S. Department of Homeland Security.

Vessels/owners/operators accept and acknowledge that vessels shall occupy the Company's terminal at their own risk. The Company does not provide comprehensive security service. The Company makes no warranties whatsoever and does not assure the safety of vessels and is not responsible for any losses suffered by vessels while at the Company's terminal.

All vessels, prior to occupying the Company's berth, shall advise the Company of the Vessel Security Officer. In addition, the vessel shall have an approved vessel Security Plan, be in full compliance with ISPS Code MTSA 2002 and U.S. Coast Guard regulation 33 CFR parts 101 & 104. The vessel shall follow instructions that may be given by the Facility Security Officer as the circumstances may necessitate. Nothing herein not withstanding shall be construed to alter the vessel's obligation, and that of its owners and operators, to remain fully compliant with all international and local security laws and regulations.

The Vessel Security Officer is to ensure that vessel officers, crew or any other personnel that are not granted permission to disembark by the concerned authorities shall remain on board at all times while at the berth.

DEFINITIONS AND NOTES

ITEM: NO. 64

DEFINITIONS AND NOTES

The following definitions and notes shall apply under this Tariff. An asterisk (*) indicates terms which are different from the definitions set forth in 36 CFR 533.6 of Federal Maritime Commission Regulations.

WHARFAGE - The charge for the use of the grain facilities and is assessed on all grain received into such facilities and shall not be deemed to have reference to the term of the same name usually typical to maritime operations, and is assessed whether or not the grain received into the facility is eventually delivered to a vessel. The specific services set forth in this Tariff and any additional services that might be performed are not included within this item and a separate charge will be assessed in accordance with this Tariff or as agreed on with Kalama Export Company for performance of such services.

SHRINKAGE - All grain will be stored on a gross bushel basis. Any loss or shrinkage arising from loading or unloading or other services performed by Kalama Export Company (including any loss in net bushels due to handling) shall be for the account of the owner of the warehouse receipt.

SPECIAL CONTRACTS - Charges for services or items not specifically provided for in this Tariff shall be commensurate with the extent and nature of the work and article involved and will be set by Kalama Export Company when such need occurs. The rates and charges set forth in this Tariff do not apply to the United States Government or any agency thereof with which special contracts executed from time to time may require different rates and charges.

DOCKAGE - The charge assessed against an ocean vessel for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed. See: Item No. 40

FREE TIME - The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

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

HANDLING - The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

LOADING AND UNLOADING - The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, barges or ships or any other means of conveyance to or from the facility.

USAGE - The use of terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, their agents, servants, and/or employees, when they perform their own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

ELEVATOR - KALAMA EXPORT COMPANY LLC, GRAIN TERMINAL ELEVATOR located at KALAMA, Washington, and operated at:

2211 N. Hendrickson drive,
Kalama, Washington 98625 USA