

TEMCO, LLC

Schedule of Charges

for

TEMCO, LLC Elevators

Includes:

Houston, TX

Kalama, WA

Portland, OR

Tacoma, WA

Licensed Under the United States Warehouse Act

License Number: 3-10026

Tariff Number Five

April 1, 2023

This Tariff supersedes Tariff No. Four

Effective August 1, 2015

"This license covers warehouses at locations other than the principal location named on the license. Delivery of grain to the owner will take place at the location where initially deposited or any other location mutually agreeable to the warehouseman and the owner."

The term "grain" when used herein shall mean all commodities defined as grain in the regulations promulgated by the Secretary of Agriculture under the United States Warehouse Act.

Under Authority of
the US Warehouse Act
Accepted

By

License & Storage Contract Branch - WCMD

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SECTION A

DEFINITIONS

“ <u>Act</u> ”	means the United States Warehouse Act
“ <u>Elevator</u> ”	means TEMCO, LLC Elevators Houston, TX, Kalama, WA, Portland, OR, Tacoma, WA
“ <u>PNW Elevators</u> ”	means TEMCO, LLC Elevators Kalama, WA, Portland, OR, Tacoma, WA
“ <u>FGIS</u> ”	means the Federal Grain Inspection Service of the USDA
“ <u>Grain</u> ”	means all agricultural commodities defined as grain in the regulations promulgated by the Secretary under the Act
“ <u>NCB</u> ”	means National Cargo Bureau, Inc.
“ <u>Secretary</u> ”	means the United States Secretary of Agriculture
“ <u>USDA</u> ”	means the United States Department of Agriculture
“ <u>Vessel</u> ”	means the physical vessel <u>and</u> when this Tariff refers to “vessel” with respect to obligations, it means the vessel’s master, crew, owner, charterer, and agents jointly and severally.
“ <u>WSDA</u> ”	means the Department of Agriculture of the State of Washington

SECTION 1

STORAGE CHARGES

Subsection A

Rates

<u>Item</u>	<u>Subject</u>	
1	<u>Storage Rates</u>	Storage rates on flax in bulk shall be one-fifth of one cent (1/5¢) per bushel for each day or part thereof during which the grain remains in good condition. Storage rates on other grain in bulk at TEMCO Houston Elevator shall be 150 thousandths of a cent (.150¢) per bushel and at TEMCO PNW Elevators 3 thousandths of a cent (.3¢) per bushel for each day, or part thereof, during which the grain remains in good condition.
2	<u>CCC Interest Grain</u>	Warehouseman may charge a lower storage rate on grain pledged as security for a CCC price support loan.

SECTION 1**Subsection B**

<u>Item</u>	<u>Subject</u>
1	<u>Sound Grain Only</u>

2	<u>Responsibility</u>
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3	<u>IP Storage</u>
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4	<u>Charges Start</u>
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STORAGE CHARGES**Terms**

The above storage rates cover sound grain only. Elevator shall not be required to receive storage grain which is out of condition or becoming so. The storage rate on any such grain which Elevator agrees to receive for storage will be higher than the rate of storage provided for elsewhere herein, and the exact rate will depend upon the condition of the grain. Grain which, though sound when received, is going out of condition, may be dealt with by Elevator in accordance with regulations issued by the Secretary of Agriculture under and pursuant to the Act. In the event grain submitted for storage should become infested with insects during storage, Elevator reserves the right to fumigate the grain after delivery to receiving container pursuant to FGIS rules and regulations regarding such fumigation.

The responsibility of Elevator shall be deemed to commence when grain enters the elevating leg or unloading pit, and to cease when it leaves the loading spout.

Grain will not be accepted for storage in, transferred to, or stored in "identity-preserved" bins unless Elevator's consent is procured, and the necessary arrangements are made in advance. Charges for identity-preserved storage will be specified according to circumstances in each case.

Storage charges shall commence on the date of deposit of the grain, and shall accrue to, and include the first business day upon which all of the following have been done:

- (a) The warehouse receipt or receipts have been surrendered, properly endorsed for cancellation and accompanied by tender of all charges due, and written instructions given covering shipping and loading;
- (b) Vessels or barges chartered by the owner of the warehouse receipt or receipts have been spotted at the dock of the warehouse; and
- (c) The grain represented by such warehouse receipt or receipts has been loaded out of the warehouse by Elevator with due diligence; provided, however, that notwithstanding performance of acts (a) and (b) immediately above by the owner of the warehouse receipt or receipts, Elevator shall not be obligated to load out grain, nor shall storage charges terminate if, despite the exercise of due diligence, Elevator is prevented from loading out grain by strikes, work stoppage, riots, civil commotion, war, floods, acts of God, acts of government, or causes beyond Elevator's control.

If Elevator shall fail to exercise due diligence in loading of any such grain, storage charges shall accrue only to, and include the first business day upon which all of the acts hereinabove required to be done by the owner of the warehouse receipt or receipts, have been done.

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By **JEREMY HAYES** Digitally signed by JEREMY HAYES
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SECTION 1**Subsection B**

<u>Item</u>	<u>Subject</u>
5	<u>Charges Due</u>

6	<u>Weighing and Inspection</u>
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7	<u>Insurance</u>
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8	<u>Special Contracts</u>
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STORAGE CHARGES**Terms**

Charges for storage and elevation shall be due and payable not later than upon surrender of the grain by Elevator.

The Houston, Texas and Portland, Oregon facilities of Temco covered by this tariff are operated as a tidewater terminal grain warehouse and all services of weighing, sampling and inspecting are performed by the FGIS or its designated agencies.

The Tacoma and Kalama, Washington facilities of Temco covered by this tariff are operated as tidewater grain warehouses and all services of weighing, sampling and inspecting are performed by the WSDA.

All other services of sampling and/or inspections are performed by an Independent Agency or FGIS, at TEMCO's option, and other weighing services are performed by elevator personnel unless other arrangements are made for these services prior to the delivery of the grain or non-grain commodities.

The fee for weighing, sampling and inspecting, either on straight time or overtime basis, is \$0.30 per short ton of 2,000 pounds. Furthermore, fees as fixed by the FGIS and/or by the WSDA are in addition to the charge specified above and will be assessed directly against the owner of the grain by FGIS, but if these charges are assessed to or paid by Temco, such payment will be for the account of the owner of the grain or the party ordering the grain handled.

Insurance on all grain stored under this Schedule of Charges excepting only grain stored for the United States of America or any agency thereof (the "U.S. Government"), under Section II.A.1, hereof, as to which the applicable contract will govern) will be carried by Elevator for the account of the depositor or owner of the warehouse receipt against loss or damage by fire, lightning, tornado, inherent explosion, windstorm and cyclone for its full value, to the extent that such insurance is procurable. The depositor or owner of the warehouse receipt shall reimburse Elevator for the actual cost of such insurance to Elevator at the time other lawful charges against or on account of the grain, are paid or become payable. All amounts due Elevator under this Section shall constitute a lien upon the grain, in the same manner as other lawful charges thereon.

Pursuant to contract made in advance, Elevator will make space available to depositors for the storage and handling of specific quantities of grain for specific periods of time, at rates which shall not exceed normal tariff rates, except named special variety grains handles on an identity-preserved basis. Rates specified in such contracts shall be payable whether or not the space is utilized by the depositor. Subject to the limitations of the available space, Elevator will make such space available to all depositors on equal terms. Such contracts shall be subject to the approval of the Act Administration prior to execution thereof.

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SECTION 1

STORAGE CHARGES

Subsection B

Terms

<u>Item</u>	<u>Subject</u>	
9	<u>Act Governs</u>	All grain received is considered to be deposited for storage in accordance with the Act, unless the owner of the grain, or his agent requests otherwise at, or prior to, the time of its receipt. This Tariff is subject to the Regulations for Grain Warehouseman promulgated by the Secretary under and pursuant to the Act.
10	<u>Prepayment</u>	Elevator reserves the right to require prepayment of any charges specified in this Tariff.
11	<u>Right of Transfer</u>	Warehouseman reserves the right to transfer commingled storage grain at warehouseman’s expense for which receipts have, or have not, been issued to another licensed warehouse for continued storage, subject to terms and conditions prescribed by the Secretary. The owner of the grain will receive delivery at this warehouse unless other mutually agreeable arrangements are made.
12	<u>Definitions</u>	<p>The following definitions apply to terms used in this Tariff, and differ from those set forth in 46 C.F.R. §§ 533.6:</p> <p><u>Storage</u>: The service of providing warehouse facilities for the storing of inbound or outbound grain after the expiration of free time.</p> <p><u>Loading or Unloading</u>: The service of loading or unloading grain between any place in the terminal and covered hopper cars, trucks, lighters, vessels, barges, or any other means of conveyance to, or from, the terminal.</p>
13	<u>Interpretation</u>	Elevator reserves the exclusive right to interpret and apply the Tariff at its own discretion.
14	<u>Force Majeure</u>	Elevator will undertake to furnish all services, specified in this Tariff with reasonable promptness, but is not obligated to furnish services, nor is it liable for failure to do so in the event of Government intervention, labor troubles, war conditions, civil commotion or other causes beyond the control of Elevator.
15	<u>Elevator Rules & Policies</u>	All users of the Elevator, including without limitation the master, officers, and crew of any vessel and their agents and representatives, must comply with all Elevator rules and policies, including, but not limited to, rules and policies concerning safety, security, and the maintenance of a harassment-free work environment. These policies are available for inspection or copying at the Elevator office.

SECTION 2

Subsection A

<u>Item</u>	<u>Subject</u>
1	<u>Contracts</u>

2	<u>Conditioning</u>
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Subsection B

<u>Item</u>	<u>Subject</u>
1	<u>Transferring</u>

2	<u>Mixing</u>
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3	<u>Screening</u>
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4	<u>Fumigating</u>
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5	<u>Fees</u>
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OTHER CHARGES

Government Loan Grain

Elevator may enter into contracts in writing with the United States, or any agency thereof, providing for special storage and service rates lower than the storage and service rates provided herein, applicable only to grain, or a commodity defined in any such contract as grain, in which the United States, or the agency thereof, contracting with Elevator as aforesaid, has an interest.

A charge of one-half cent (1/2¢) per inbound bushel per month will be made for the first six (6) months of storage for conditioning grain while in storage and under U.S. Government Loan.

Intra-Elevator Grain Handling

A charge of one cent (1¢) at Houston Elevator and three cents (3¢) at PNW Elevators per bushel will be made for transferring.

A charge of one-half cent (1/2¢) at Houston Elevator and two cents (2¢) at PNW Elevators per bushel will be made for mixing or blending more than one lot or grade into one lot or grade according to the owner’s instructions.

A charge of two cents (2¢) at Houston Elevator and ten cents (10¢) at PNW Elevators per bushel will be made for screening grain.

A charge of two cents (2¢) at Houston Elevator and ten cents (10¢) at PNW Elevators per bushel will be made for fumigating grain.

Note: Fumigation of conveyances of grain by TEMCO is at its option and it may perform the service at charge named above or order conveyances fumigated by owner or consignee of the grain. Right is reserved by TEMCO to refuse to accept or unload grain infested by weevil or other insects until such grain has been fumigated to the satisfaction of TEMCO.

Inspection and weighing fees will be paid by the depositor or owner of the grain, accept as otherwise provided herein.

SECTION 2

OTHER CHARGES

Subsection C

Terms

Item Subject
1 Charges Due

Charges for services shall be due and payable upon their performance by Elevator.

2 Sound Grain Only

The charges stipulated above cover sound grain only. Charges for services not specifically provided for in this Tariff (Schedule of Charges), and to grain other than sound grain, will be furnished upon application and commensurate with the extent and nature of the work involved.

3 Shrinkage

All loss or shrinkage in handling will be for the account of the depositor or owner of the warehouse receipt. Flax shall be stored only on a gross bushel basis. Elevator shall not be responsible for any decrease in the number of net bushels, or increase in dockage due to handling of any grain.

Subsection D

Facility Charges

Item Subject
1 Service and Facility
 Charges

The Service and Facility Charges is the charge assessed against ocean vessels, their owners, operators, and agent, which receive or discharge cargo at the Elevator, for the use of the terminal area in the delivery of cargo to or from the Vessel, 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 or connecting carriers, to the Vessels.

Service and facility charges do not include any cargo handling, loading or unloading operations, nor any labor other than that which is involved in performing the specific service covered by the Service and Facility Charges, nor does it cover any other charges which are separately stated in this tariff.

Where any contract of affreightment or other agreement relating to the carriage of goods loaded at the elevator establishes as between the Vessel and its charterer(s) the responsibility for payment of the Service and Facility Charges stated in this Tariff, those parties may settle such charges between themselves as they see fit, but the full amount of such charges shall be billed to and paid by the Vessel, it owners, agents, or operators, to the Elevator, notwithstanding the terms of the contract of affreightment or other agreement.

Service and Facility Charges at Houston Elevator:

Bulk Carriers	25¢/Gross Long Tons
Tweendeckers	45¢/Gross Long Tons
Tankers	45¢/Gross Long Tons

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SECTION 2**Subsection D**

<u>Item</u> 1	<u>Subject</u> <u>Service and Facility</u> <u>Charges</u> (cont.)
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OTHER CHARGES**Facility Charge**Service and Facility Charges at PNW Elevators:

Self -Trimming Bulk Carriers	\$2.50/Gross Short Ton
Non Self-Trimming Bulk Carrier	Negotiable
Tankers	\$5.20/short ton, in addition a charge of \$2,500 per hour or fraction thereof will be assessed to tankers. Time counted will be from first cargo to last cargo on board.
Tweendeckers	Negotiable

Service and Facility Charges at all Elevators:

Unclassified Vessels	Negotiable
Lash-type Barges	Negotiable
Vessels stowing less than 1500 short tons	Negotiable

- (a) Vessels utilizing/loading into wing tanks shall be assessed \$0.57 per short ton on the entire cargo loaded, in addition to any/all other charges due from the vessel.
- (b) Vessels requiring stowage procedures known as bundling shall be assessed \$1.05 per short ton on the entire cargo loaded, in addition to any/all other charges due from the vessel.
- (c) Non Self-Trimming Bulk Carriers shall be any bulk carrier type using any type or amount of trimming and/or panning.
- (d) The removal of oily slops/oily bilge water, utilizing an approved removal company employed by the vessel owners is allowed only if TEMCO grants prior permission; a minimum additional charge of \$20,000.00 will be assessed to the vessel owner. Proper notification procedures must be strictly followed.
- (e) Vessels loading non-grain commodities including Alfalfa or Beet Pellets, Millrun Pellets, and Peas shall be subject to an additional charge of \$0.30 per short ton.
- (f) For elevator performance, an additional charge of \$0.15 per short ton shall be assessed on the amount of cargo loaded at TEMCO Elevator berth whenever loading production meets or exceeds the average of 8,500 short tons per shift of the total elevator performance time used on the vessel. This charge will be based on the elevator's ability to perform and any delays through fault of others shall be excluded from the elevator performance time.

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**SECTION 2****Subsection D**

<u>Item</u>	<u>Subject</u>
1	<u>Service and Facility</u> <u>Charges</u> (cont.)

OTHER CHARGES**Facility Charge**

- (g) When TEMCO loads cargo of like commodity and quality into vessel holds partially loaded at previous berth(s), TEMCO will be responsible for topping the number of holds based on the percentage of cargo loaded at TEMCO berth. In the event a vessel requires a greater percentage of topping than the prorated percentage of cargo loaded at the berth, a charge of \$0.10 per short ton will be assessed on the amount of cargo loaded at the berth.

Elevator reserves the right to require that the Service and Facility Charge is paid in advance of any work. Service and Facility Charge paid in advance will be calculated on the estimated quantity to be loaded on the vessel. The final Service and Facility Charge will be calculated on the actual loaded quantity.

SECTION 3**Subsection A**

<u>Item</u>	<u>Subject</u>
1	<u>Rates</u>

RECEIVING AND SHIPPING**Receiving**

A charge of seven cents (7¢) at Houston Elevator and twenty five cents (25¢) at PNW Elevators per inbound bushel will be made for unloading grain in bulk into the warehouse from trucks or hopper cars.

A charge of thirteen cents (13¢) at Houston Elevator and twenty five cents (25¢) at PNW Elevators per inbound bushel will be made for unloading grain in bulk into the warehouse from barges.

SECTION 3**Subsection B**

<u>Item</u>	<u>Subject</u>
1	<u>Rates</u>

RECEIVING AND SHIPPING**Shipping**

A charge of seven cents (7¢) at Houston Elevator and twenty five cents (25¢) at PNW Elevators per outbound bushel will be made for loading grain, in bulk, out of the warehouse into vessels, barges, or hopper cars.

An additional charge of one cent (1¢) per bushel will be made for loading 10-50 car unit trains.

- 2 Stevedoring

The Elevator does not contract for stevedoring operations. The vessel's owner or agent is directed to the contracting stevedores for rates and services.

- 3 Straight-Time

Straight-time work shall be eight (8) consecutive hours; either from 7:00 a.m. to 3:00 p.m., or 8:00 a.m. to 4:00 p.m. daily, at the discretion of TEMCO, LLC, except Saturdays, Sundays, and holidays.

SECTION 3**RECEIVING AND SHIPPING****Subsection B****Shipping**

<u>Item</u>	<u>Subject</u>
4	<u>Holidays</u>

Holidays shall be:

New Years Day (00:00 Jan 1 to 08:00 Jan 2)
 Martin Luther King's Birthday (3rd Monday Jan.)
 Lincoln's Birthday (Feb. 12)
 President's Day (3rd Monday Feb.)
 Good Friday (Friday before Easter)
 Day after Easter
 Memorial Day (Last Mon. in May)
 Juneteenth National Independence Day (June 19)
 Independence Day (July 4)
 Labor Day (1st Mon. in Sept.)
 Columbus Day (2nd Monday in Oct.)
 Veteran's Day (Nov. 11)
 Thanksgiving Day (4th Thurs. in Nov.)
 Thanksgiving Friday
 Christmas Eve (Dec. 24)
 Christmas Day (00:00 Dec 25 to 08:00 Dec 26)
 New Years Eve (Dec 31)

PNW Elevators Only:

Cesar Chavez' Birthday (Mar. 31)
 Bloody Thursday (July 5)
 Harry Bridges' Birthday (July 28)

Holidays also include any other days designated as a holiday by the State of Oregon, State of Texas, State of Washington, the United States Government, or other governmental authority having lawful jurisdiction, and all holidays designated by BIMCO or under the West Coast ILWU-PMA Labor Agreement, which are not included above. The monthly ILWU stop work meeting (at Portland and Kalama Elevators usually the second Wednesday evening of each month from 1700 hours to 0800 hours the following morning and at Tacoma Elevator usually the second Thursday evening of each month from 1700 hours to 0800 hours the following morning) shall be recognized as a "holiday" in this tariff

If a holiday falls on a Saturday, the preceding Friday will be observed. If any of the holidays fall on Sunday, the following Monday shall be observed. If that Monday is a holiday, Tuesday shall be observed. If the holidays fall back to back on Friday and Saturday, the preceding Thursday and Friday will be observed. Elevator reserves the right at its discretion, upon not less than seven (7) days notice, to declare other special holidays in addition to those listed above.

5 Overtime

Overtime hours shall be those hours not included under Item 3, above.

SECTION 3**RECEIVING AND SHIPPING****Subsection B****Shipping**

<u>Item</u>	<u>Subject</u>
6	<u>Possible Increase</u>

Overtime rates are based on and subject to present wage scales and working conditions existing at the Elevator. In the event of an increase in such wage scales, or a change in present working conditions adding to the overtime expense of operating the Elevator, the rates specified herein shall be proportionately increased.

7	<u>Overtime Rates</u>
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At Houston Elevator overtime periods, Monday through Friday, shall be at the rate of \$1,250.00 per plant hour. Saturday overtime shall be at the rate of \$1,250.00 per plant hour. The overtime period for all Sundays and Holidays shall be at the rate of \$1,500.00 per plant hour. At PNW Elevators overtime periods shall be at the rate of \$2,000 per plant hour. A minimum charge of four (4) hours shall be applicable if new crew is used or ordered. These rates shall include the cost of overtime charges for the licensed grain inspectors and weighing supervisors.

8	<u>Overtime Deadline</u>
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Vessels requesting overtime must do so not later than 1:00 p.m. of the day proceeding the last straight-time working day prior to the start of the overtime period.

9	<u>Ordering Overtime</u>
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Vessels requesting overtime must do so not later than 1:00 p.m. of the day proceeding the last straight-time working day prior to the start of the overtime period.

10	<u>Elevator May Order Overtime</u>
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Elevator may order a vessel to work overtime at the vessel's expense whenever –

- (a) Other vessels are waiting to load, or
- (b) Elevator anticipates that other vessels will be waiting to load when the overtime period in question begins, or
- (c) The Elevator is threatened with congestion

11	<u>Overtime Includes</u>
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Such expense shall include the overtime charges of the Elevator. The vessel is further obligated, at its expense, to hire the necessary stevedores to work such ordered overtime.

12	<u>Overtime Rules</u>
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Should vessel not desire to work overtime when ordered, it shall lose its turn in favor of the next vessel, in order, that does desire to work overtime. This next vessel shall retain the berth through subsequent overtime periods for which it is willing to pay overtime. The Elevator may order a vessel in berth to vacate if it refuses to pay overtime. Any vessel losing its turn shall be entitled to a berth when first available thereafter, subject to losing its turn again, as above, if unwilling to work overtime. The Elevator shall not be forced to work overtime even if requested by the vessel or their agents.

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SECTION 3**RECEIVING AND SHIPPING****Subsection B****Shipping**

<u>Item</u>	<u>Subject</u>
13	<u>Dockage</u>

All dockage shall be paid in advance. Dockage shall be calculated and charged based upon the highest gross registered tonnage as reflected in Lloyd's Register of Shipping or Rightship. For Tanker vessels and Tween-Deck vessels loading at PNW Elevators, the elevator will estimate in advance the length of time which these vessel will be at berth, and require advance payment for same.

- (a) Dockage Period - How calculated: The period of time upon which dockage will be assessed shall commence when the first mooring line is on the wharf, or to a vessel so berthed, and shall continue until such vessel completely free from and has vacated such berth or ship. No deductions will be allowed for Saturdays, Sundays or holidays, or because of weather or other conditions.
- (b) Ocean-Going Barges are considered within the definition of vessels, as used herein.
- (c) Layberth Status: Layberth for TEMCO Elevators is negotiable.

At the discretion of TEMCO, a vessel may be permitted to moor at, or remain idle at the Elevator's berth on layberth status. Requests for layberth status must be received in writing by TEMCO at TEMCO Inver Grove Heights, MN office no later than 14:00 hours Pacific Time on the day proceeding the idle period

- (d) Rafts, Barges, Scows or Rivercraft: Not to be moored to the Elevator's berth, or tied up to any vessel berthed, without TEMCO's express written permission at least twenty-four (24) hours prior to berthing

Houston Elevator

Dockage on all Self Trimming Bulk Carriers, as defined in Lloyd's Register of Shipping or Rightship, will be assessed at a rate of \$3.80 per gross registered metric ton for the duration of loading

Dockage of all other vessels not listed as Self Trimming Bulk Carriers in Lloyd's Register of Shipping or Rightship will be assessed at a rate of \$4.30 per gross registered metric ton for the duration of loading. This rate will also apply to vessels that do not load as Self Trimming Bulk Carriers.

Minimum contingency fee of \$24,000.00 will be assessed all vessels. If not used, Terminal will refund.

Minimum dockage charge assessed vessels will be \$32,000.00.

SECTION 3**Subsection B**

Item Section
13 Dockage (cont.)

RECEIVING AND SHIPPING**Shipping**Portland Elevator

Dockage on all Bulk Carrier Vessels will be assessed at a rate of \$3.50 per gross registered metric ton for the first 72 hours, fourth and all subsequent 24 hour periods at \$1.00 per gross registered metric ton. Time will be assessed as in Section 3, Subsection B, Item13(a)

Kalama Elevator

Dockage on vessels loading at will be subject to dockage rates, charges and any applicable rules and regulations contained in tariff published by the Port of Kalama. As provided in Agreement between parties, TEMCO may, on behalf of the Port of Kalama, invoice and collect the dockage fees in accordance with rates in the Port's published tariff.

Tacoma Elevator

Dockage on all Bulk Carrier Vessels will be assessed at a rate of \$3.50 per gross registered metric ton for the first 48 hours, and all subsequent 24 hour periods at \$1.00 per gross registered metric ton. Any vessel with lifting gear will be assessed at a rate of \$3.75 per gross registered metric ton for the first 48 hours, and all subsequent 24 hour periods at \$1.00 per gross registered metric ton. All Tanker Vessels and Tween-Decker vessels will be assessed at a rate of \$3.50 per gross registered metric ton, after forty-eight (48) hours at berth the dockage assessment will be increased \$1.00 per gross registered metric ton (for a total dockage rate of \$4.50 per gross registered metric ton) for each day (or portion of a day) that the vessel remains at berth. Time will be assessed as in Section 3, Subsection B, Item13(a)

14 Trimming

At Houston Elevator a charge of \$3,000.00 per hold will be assessed to vessel if "spoon" trimmed. Advance payment to be based on estimated number of holds trimmed. Vessels in excess of 106-foot beam will receive "spoon" trimming at vessel expense to facilitate loading.

No machine trimming or hand/shovel trimming allowed.

15 Rain, Fog, & Other
Weather-Related Delays

Rain, fog, and other weather-related delays, for official time keeping purposes, will be kept by the Elevator control room, stevedores, or by independent guard service employed by the Elevator.

SECTION 3**RECEIVING AND SHIPPING****Subsection B****Shipping**

<u>Item</u>	<u>Subject</u>
16	<u>Pollution Control</u> <u>Laws/Charges</u>

Air pollution laws require that vessel loading operations do not violate established clean air standards and also that loading be carried out in a manner that will insure complete efficiency of the terminal subject to prevailing circumstances. TEMCO has installed such equipment to facilitate compliance with these standards and will direct modification or curtailment of stevedore contractor practices as may be required to assure conformity with the substance of this item. The charge for this shiploading pollution control will be assessed to the vessel's agent (when applicable) at a rate of \$0.75 per short ton of commodity loaded.

TEMCO's actions hereunder shall not relieve the vessel or stevedore from the consequences of any actions or course of conduct contrary to TEMCO's directions. Any fines levied for violation of Air Pollution Control laws or regulations to be assessed to vessel and/or vessel's stevedore contractors

17	<u>Vessel Bunkering</u>
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No vessel bunkering allowed unless written approval is received from elevator management.

18	<u>Line Handling</u>
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Mooring lines will be handled only by authorized line handlers who comply with Elevator safety regulations, and are authorized in advance by Elevator Management. At Houston Elevator vessel will be charged at a rate of \$1,300.00 each time the lines are handled by the linesman on the dock. At PNW Elevators all line expenses shall be at vessel's expense.

19	<u>Barge Unload</u> <u>Weights</u>
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At Houston Elevator barge unload weights shall be settled origin weights less than one quarter percent (1/4%), or destination weights, whichever is greater.

20	<u>Miscellaneous Costs/</u> <u>Losses/Expense</u>
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All costs, losses, and expenses attributed to an oil spill from, or an incident caused by a vessel, will be for the vessel's account.

21	<u>Vessel Loading</u>
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The owners, master, and agents will ensure that the vessel is loaded in such a manner as to remain in safe seaworthy trim throughout the loading operation to permit shifting out of berth if necessary. Once the vessel has notified the Elevator that the loading of a given lot or vessel hold is complete, the vessel shall not request Elevator to load additional cargo relating to such completed lot or hold, the Elevator shall have no obligation to load any such additional cargo, and the Elevator shall have no liability whatsoever to vessel or others in the event Elevator refuses to load additional cargo relating to a lot or hold that was previously declared complete. Houston elevator is fully capable of loading a full feed through two (2) and/or three (3) spouts at all times. For vessels loading at Houston Elevator whose loading sequences and/or stowage require one (1) spout loading or loading at a reduced rate, a charge of \$4,000.00 per hour or fractions thereof, will be assessed during the time such restricted loading takes place

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SECTION 3

RECEIVING AND SHIPPING

Subsection B

Shipping

Item Subject
22 Ballast

If a vessel loading grain at the Elevator finds it necessary to discharge or shift ballast, such action must be planned sufficiently in advance so that loading, completion, or departure will not be delayed. Any delays resulting from failure to pre-plan as described above, or failure to pre-advise Elevator accordingly, will be charged against the vessel owners at the rate of \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof, that loading is delayed. Any delay due to vessel will not count as laytime or time on demurrage

23 Fumigation

The owners, master, and agents of vessels berthing at the Elevator authorize ship hold fumigation of the cargo in the normal manner as described by FGIS regulations, and warrant that such vessels are suitable for such fumigation.

Vessel owners, master, and agents further agree not to arrange for fumigation independently of Elevator.

Only State of Oregon, State of Texas, or State of Washington licensed fumigators, who are approved by Elevator, shall be permitted to perform fumigation services.

24 Fresh Water Portable Water

Fresh water portable water will be supplied from shipside connections at Master's request, when available. At Houston Elevator water will be supplied to the vessel at a charge of five cents (\$0.05) per GRT of vessel with a minimum charge of five hundred dollars (\$500.00) and at PNW Elevators water will be supplied to the vessel for a flat fee of \$1,000 regardless of the amount supplied. The Terminal will supply the water to the wharf valves, and the vessel shall supply all lines needed to carry water from these valves to the vessel. Terminal makes no warranties concerning, and shall assume no liability for, the quality of the water supplied.

25 Security Fee

Due to the cost of implementing and complying with the Maritime Transportation Security Act of 2002 as codified in 46 U.S.C. 70101 et. Seq. and the implementing regulations at 33 C.F.R. 101 et. Seq. A security fee will be assessed against the vessel, its owners or operators while berthed at the terminal. Vessels loading at Houston Elevator will be assessed a security fee of \$2,000 per calling. Vessels loading at PNW Elevators will be assessed a security fee of \$1,800 per day. Time will be calculated the same as Dockage in Section 3, Subsection B, Item13(a) of this tariff.

TEMCO does not provide comprehensive security services, does not insure the safety of vessels docked at its facilities, and is not responsible for losses suffered by vessels docked at TEMCO. Vessels berth at TEMCO at their own risk.

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SECTION 3**SHIPPING AND RECEIVING****Subsection B****Shipping**

<u>Item</u>	<u>Subject</u>
25	<u>Security Fee (Cont.)</u>

All vessels, prior to occupying the TEMCO berth, shall advise TEMCO of the name of the Vessel's 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 regulations 33 CFR parts 101 and 104 and any other international and local security laws and regulations which may be issued. The vessel shall follow instructions that may be given by the Facility Security Officer as circumstances may necessitate. Nothing herein notwithstanding 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. Vessels berthing at TEMCO facility which are found not compliant will be held responsible for all costs and consequences resulting from non-compliance.

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 TEMCO facility. In addition, the Vessel Security Officer is to ensure that vessel officers, crew or any other personnel that are granted permission to disembark must comply with TEMCO's and U.S. Coast Guard escorting requirements for traversing TEMCO's restricted areas. Vessel not in compliance with TEMCO and/or U.S. Coast Guard requirements will be responsible for any and all resulting penalties, fines or fees.

Subsection C**Berthing Regulations**

<u>Item</u>	<u>Subject</u>
1	<u>While Vessels Wait</u>

A vessel desiring berth at the Houston Elevator shall:

- (a) If either of the Elevator's berths is unoccupied, enter berth and comply with the requirements of SECTION 3, Subsection C, Items 2, 3, and 4, and
- (b) If both berths are occupied and no previously arrived vessel is waiting, wait outside until a berth is unoccupied, then occupy it and comply with the requirements of SECTION 3, Subsection C, Items 2, 3, and 4, and
- (c) If both berths are occupied, and one or more previously arrived vessels are waiting, wait outside, but proceed at once to comply with the requirements of SECTION 3, Subsection C, Items 2, 3, and 4.

SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations**

<u>Item</u>	<u>Subject</u>	
1	<u>While Vessels Wait (cont.)</u>	<p>A vessel desiring berth at the Tacoma Elevator shall anchor at the nearest anchorage to the berth within Commencement Bay. Vessels anchoring outside of Commencement Bay will be responsible for any and all shifting costs to move into a Commencement Bay anchorage, prior to berthing, when available. In the event a vessel fails to comply with this requirement (a “noncompliant vessel”) and another vessel or vessels, although filed later, are anchored at the closest anchorage available within Commencement Bay (each a “compliant vessel”), then TEMCO may, at its discretion, bypass the noncompliant vessel if in TEMCO’s judgment, loss of berth time may be avoided thereby.</p> <p>A vessel desiring berth at Kalama Elevator will be required to anchor at the closest available anchorage or buoy to Kalama. In the event a vessel fails to comply with these requirements and another vessel or vessels, although filed later, that are anchored at an anchorage or buoy closer to Kalama Elevator than the subject vessel, Elevator Management may, at its discretion and without liability to anyone, suspend or cancel its filing and bypass the subject vessel.</p>
2	<u>Berth Application</u>	<p>All vessels, their owners, master, and agents intending to receive cargo at the Elevator shall, prior to berthing, file a written application for berth with Elevator Management on forms supplied by Elevator. By filing this application, the vessel represents and warrants at the time of filing (as set forth in the berth application) that the vessel:</p> <ul style="list-style-type: none"> (a) Is duly entered with United States Custom and Border Protection; (b) Have certificates showing that its cargo handling gear, if any, meets the gear certification requirements of 29 C.F.R. §§1918 et. Seq. (Safety & Health Regulations for Longshoring); (c) Is accepted under the charter party of the charterer, or alternatively have permission from the charterer to commence loading prior to formal acceptance; (d) Is in compliance with the vessel security requirements of the Maritime Transportation Act of 2002 as codified in 46 U.S.V.C §§70101 et. Seq. and the implementing regulations of 33 C.F.R. §§101 et. Seq. (e) Is, at the time of filing this berth application, ready in all respects to load the intended cargo and has tendered a written valid Notice of Readiness.

SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations**

<u>Items</u>	<u>Subject</u>
2	<u>Berth Application (cont.)</u>

Applicant agrees that the vessel will defend, indemnify, and reimburse Elevator for and against any claim, suit, or loss Elevator may suffer as a result of any of these warranties or as a result of the acts or omissions of the applicant, or applicant's agents, contractors, or invitees

3	<u>Legal Effect</u>
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Upon filing, in duplicate, of the berth application, and upon Elevator's acceptance thereof, or upon vessel's entering berth, a contract shall have been entered into pursuant to which the parties agree that they shall be bound by, upon the terms and conditions set forth in this Tariff.

4	<u>Dead Berth Charge</u>
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If a vessel is ordered to berth and a delay in delivery of the vessel to berth occurs in excess of six (6) hours at Houston Elevator or two (2) hours at PNW Elevators from either the time of the order or the time that the berth is no longer occupied (last line of vessel departing berth) due to circumstances or conditions within the control or due to the fault of the vessel, its owner(s), operator(s), charterer(s), agent(s) or employees, the vessel its owner(s), operator(s), charterer(s) and/or agent(s) shall be responsible for a dead berth charge of \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof until the vessel is moored in berth (first line), regardless of intervening circumstances of any nature. Any delay due to vessel will not count as laytime or time on demurrage.

Elevator may call a substitute vessel to the berth when, in Elevator's discretion, it has reasonable grounds to believe that the vessel called will not be able to moor in berth within in the above time period after the initial order, or, in Elevator's discretion, within a reasonable period after the end of the above time period. This charge applies notwithstanding the reason for the delay, whether due to channel conditions or port conditions, even if the event or cause is beyond the vessel's control. Elevator makes no warranty concerning the safety of any anchorage. This charge is intended to compensate the Elevator for time lost in operating and elevating goods. As actual damages incurred for time lost are substantial, but difficult to determine for any hour of time lost, this charge is assessed as liquidated damages.

5	<u>Vessel Failure to Perform Charge</u>
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Whenever Temco has ordered labor for scheduled vessel loading and vessel refuses to take the berth for loading, or refuses to load cargo while at berth, or causes any unreasonable delay to the loading process as determined by TEMCO, the vessel will be responsible to TEMCO for lost or dead time costs of \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof. Any delay due to vessel will not count as laytime or time on demurrage. This charge is intended to compensate the Elevator for time lost in operating and elevating goods. As actual damages incurred for time lost are substantial, but difficult to determine for any hour of time lost, this charge is assessed as liquidated damages.

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SECTION 3**Subsection C**

<u>Items</u>	<u>Subject</u>
6	<u>Berth</u> <u>Assignment</u>

RECEIVING AND SHIPPING**Berthing Regulations**

- (a) Except as otherwise provided in this Tariff, vessels shall be assigned a berth in chronological order in which all of the following have been filed with the office of the Elevator Management, thereby establishing loading order:
- (1) An original berth application described in SECTION 3, Subsection C, Item 2, above,
 - (2) A Certificate of Readiness or Certificate of Cleanliness, which ever applies, issued by the local National Cargo Bureau, Inc. (NCB) representative showing vessel's readiness to load in all compartments, and specifying the exact location of all bins and feeders. Any change in a vessel's Certificate of Readiness, or Certificate of Cleanliness, after filing, may result in the vessel's loss of position in loading sequence. Should this occur after berthing, Elevator may require the vessel to vacate the berth at the vessel's expense;
 - (3) An Official Stowage Examination Certificate issued by the WSDA or the USDA, or its designated agencies, All such certificates must certify that all cargo compartments are free of insect infestation and objectionable odor, and are clean, dry, and fit for the intended cargo;
- (b) If a vessel is allowed to berth for its initial WSDA/USDA and NCB inspections, and the vessel fails one or both inspections in berth, lay time will not commence. Vessel must re-file its berth application, WSDA/USDA Stowage Examination Certificate and/or NCB Certificate of Readiness or NCB Certificate of Cleanliness, and Elevator Management may, at its discretion, order vessel to vacate the berth and impose the Dead Berth Charge. In some cases the elevator may agree to use the berth as a layberth to allow vessels to conduct initial inspections.
- (c) If the vessel fails one of the inspections in berth, elevator management may, at its discretion order vessel to vacate the berth after twenty four (24) hours if the vessel cannot reach acceptable filing status.
- (d) The above mentioned documents must be presented and filed in person, or by email at the Elevator Office between the hours of 9:00 a.m. and 4:00 p.m. Mondays through Fridays, and between 9:00 a.m. and 12:00 noon on Saturdays. Sundays and holidays, as described in this Tariff, are excluded as filing days. If vessel is not inspected at a TEMCO Elevator berth, Notice of Readiness will be acknowledged thirty (30) minutes after the time of last pass, provided within these times.

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations****Items** **Subject**6 Berth Assignment (cont.)

(e) If a vessel has to wait for loading berth in excess of seven (7) days, the vessel may, at the discretion of the Elevator, be required to be re-inspected and passed entirely by the inspection service performing the initial inspections for WSDA/USDA Stowage Examination Certificate and/or NCB Certificate of Readiness or NCB Certificate of Cleanliness. Vessel's original position in the Elevator lineup will be maintained if vessel passes all inspections. In the event the vessel fails to pass, the vessel retains the right to the berth at the next available time after passing, subject to all other provisions of this Tariff.

7 Stowage Plans

At the time the berth application for the vessel is filed with the Elevator, the vessel agent of record will file with the office of the Elevator Management, a copy of the International Tonnage Certificate, a copy of the final stowage plan for the vessel as approved by the Master, and a copy of the NCB Grain Stability Calculation, Ship and Cargo Calculations, Fuel and Water Calculation, Heeling Moment Calculation, Stability Summary and Loading Sequence Forms. The Stowage Plan shall show the quantities of all commodities to be loaded in the individual compartments, and shall include information as to slack holds, whether additional cargo is to be loaded on holds used at other facilities, and whether separations will be required. The stowage plan must also indicate the need for bundling or strapping. Any changes to the stowage plan made after the filing must be approved by the Master and NCB and such changes and approvals must be provided to the office of the Elevator Management in writing. In the event of a change to the Stowage Plan after filing, a \$3,500 stowage plan change charge may be charged to the vessel and due in accordance with this Tariff. Any delay resulting from a change to the stowage plan after the filing will be charged to the vessel at the rate of \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof. Any delay due to vessel will not count as laytime or time on demurrage

8 Elevator May
Change Turn

TEMCO reserves the right to refuse berthage, to alter the turn of vessels to be loaded or unloaded, or to require the vessel to vacate or change berth whenever confronted by urgent need to receive or ship a particular grade or type of grain or to facilitate conditions at the dock. When there are more vessels than the elevator can accommodate at one time, or if it is necessary for a vessel already loading to work overtime in order to make way for another vessel scheduled to load, the vessel already in berth may be required by TEMCO to work overtime at vessel's expense. If the vessel refuses to work overtime, it will lose its turn in favor of the next vessel in turn that is willing to work overtime. TEMCO reserves the right to refuse berthage, to alter the turn of vessels to be loaded or unloaded, or to require the vessel to vacate or change berth whenever confronted by urgent need to receive or ship a particular grade or type of grain or to facilitate conditions at the dock.

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Items** **Subject**8 Elevator May
Change Turn (cont.)

When there are more vessels than the elevator can accommodate at one time, or if it is necessary for a vessel already loading to work overtime in order to make way for another vessel scheduled to load, the vessel already in berth may be required by TEMCO to work overtime at vessel's expense. If the vessel refuses to work overtime, it will lose its turn in favor of the next vessel in turn that is willing to work overtime.

The ship so losing its turn will be entitled to the first berth available thereafter subject to overtime agreement as may be required by TEMCO. Additional charges, other than defined in the tariff, may apply relative to the request for continuous loading with overtime. Tacoma Elevator berth includes a rain-roof that allows for loading operations to continue during periods of rain. If the vessel refuses to load cargo under the rain-roof during periods of rain, TEMCO shall have the right to order the vessel to vacate the berth (with all shifting and other related costs for vessel's sole account) and to berth and completely load a different vessel. TEMCO also reserves the right to refuse berthage to any vessel of such size or design that at the sole discretion of TEMCO, will not allow a reasonably safe and/or efficient loading operation. In the event TEMCO allows berthage of a vessel of such size or design that does not permit efficient loading operations all shifting and other related costs for vessel's sole account.

9 Labor
Disturbances

In the event of an actual or potential strike or other work or labor action on the vessel or on shore, formal or informal, which in TEMCO's judgment has or potentially will slow, stop, interrupt or impede elevator operations, where the work action is related to the vessel, its ownership, any charterer, or to a party having an interest in the goods loaded or to be loaded on the vessel (notwithstanding the fact that labor may allege that the cause of their action is a safety or health concern or otherwise beyond their control), TEMCO in its discretion may refuse to accept the vessel at the berth, delay the vessel's turn at the berth, or if the vessel is at the berth at the time of the actual or potential labor action, order the vessel off the berth. Any time lost as a result of TEMCO exercising its discretion as provided above will not count as laytime or, if applicable, time on demurrage or detention.

10 Vacate The Berth

At any time, Elevator may order any vessel in berth to vacate the berth as provided in any other part of this Tariff, or if in Elevator's opinion:

- (a) weather conditions warrant, with the berth to remain vacated-until such time as Elevator deems weather conditions to have sufficiently improved to permit the vessel to return to berth;
- (b) vessel is not continuously ready to receive grain at a full normal rate throughout the entire time in berth; or
- (c) vessel is unable or refuses to load, for any reason whatsoever; or
- (d) vessel has completed loading.

SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations****Items** **Subject**10 Vacate the Berth (cont.)

In such event, Elevator will notify the vessel to vacate the berth. Vessel must vacate the berth within two (2) hours of its receipt of such notice. If vessel fails or refuses to vacate when so ordered for whatever reason, Elevator shall be entitled to charge and recover as liquidated damages at the rate of \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof commencing two (2) hours after vessel's receipt of the notice to vacate until vessel leaves berth, regardless of intervening circumstances of any nature. Any delay due to vessel will not count as laytime or time on demurrage. Appropriate officers and crew shall be maintained on board at all times to enable vessel to leave berth. Any expense incurred in vacating and re-berthing will be for vessel's account. The parties agree that this amount represents a minimum estimate of damages due Elevator because of failure to vacate. This charge shall not constitute a waiver by Elevator of the greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Such failure or refusal shall constitute a trespass entitling Elevator to compel removal from the berth.

11 Notice to Elevator

After filing at the Elevator, the vessel must inform Elevator Management immediately if any event renders the vessel not ready for loading in all respects, or not able to come to berth when called. This shall include, but is not limited to, bunkering, repairing, U.S. Coast Guard restrictions or arrest, vessel class issues, etc. In such events Elevator Management may in its sole discretion, change the vessels position in the lineup, cancel its filing, suspend laytime and/or impose dead Berth Charges.

12 Refusal or Inability to Berth

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

13 Gangway,
Lights, Crew

Upon berthing, vessels shall immediately and at all times provide a safe and adequate gangway from the vessel to the dock, adequate lighting equipment, rodent control shields on all mooring lines, and safe and clear deck access, free from dunnage, and appropriate officers and crew aboard to permit receipt of cargo at any time of day or night, including Saturdays, Sundays and holidays. Failing this, the vessel will be charged \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof, until approved safe access is provided. Any delay due to vessel will not count as laytime or time on demurrage.

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations**

<u>Items</u>	<u>Subject</u>
13	<u>Gangway, Lights, Crew (cont.)</u>
14	<u>Liability</u>
15	<u>Losses and Damages</u>
16	<u>User Liability</u>

At PNW Elevators TEMCO will provide a shore side gangway to allow egress to and from the vessel. The charge for this, regardless of whether vessel elects to use this service or not, will be \$2,000 for the duration of the vessel's stay.

Elevator shall not be liable for demurrage, damages for delay, detention, or loss of despatch time incurred by any party for any cause, other than where caused solely and directly by the negligent acts of Elevator; nor shall Elevator be in any way liable for losses, costs or expenses related to or arising out of Elevator's insistence on, or adherence to, provisions in this Tariff.

Elevator assumes no responsibility whatsoever for marine or other types of losses or damages to vessel or their contents during vessels entire time within the load port, this includes transit within the load port, while vessel is at anchorage, transit to/from the berth, while vessels are moored at the loading berth, loading or awaiting loading instructions and departure of vessel from loading berth/port, except to the extent such losses or damages result solely and directly from negligence of Elevator.

A "user" of the Elevator for purposes of this Tariff includes, but is not limited to, vessel owner or its employees (including the Master and crew), agents, representatives, guests, invitees, and contractors retained directly or indirectly by vessel for any purpose including, but not limited to, the supplying, servicing, repairing, inspecting, or surveying of the vessel or cargo.

All users must comply with Elevator rules and policies, including but not limited to, rules and policies concerning safety and security.

Any user causing damage to or destruction of Elevator's property or equipment shall be liable for the cost and expenses of restoration, replacement, repair, and any loss of revenue to Elevator caused thereby. Elevator reserves the right to repair, contract the same, or otherwise cause to be repaired, any and all damages, at the expense of the user.

Vessel owner will indemnify, defend and hold harmless Elevator, its successors and assigns, and its employees, agents, directors, officers, representatives and affiliates, from and against all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees and court costs), or injuries (or death) to any persons or property arising out of or resulting from:

- (a) the acts or omissions of any user;
- (b) the use of, occupancy, and/or presence upon the Elevator facility by any user;

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations****Item Subject****16 User Liability (cont.)**

(c) the breach by any user of any obligation or covenant contained in this Tariff, including the failure by any user to comply with the Elevator policies and procedures; and/or

(d) any user's negligence, misconduct, illegal activity, or failure to observe applicable laws and regulations.

Notwithstanding the foregoing, vessel owner shall not be responsible for losses solely and directly from the negligence of Elevator.

17 Fire Signal

In the event of fire occurring on board any vessel while in berth, such vessel shall sound five (5) prolonged blasts of the whistle or siren as an alarm, indicating fire on board or at the berth to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitution, but may be used in addition to other means of reporting a fire.

18 Payment

Terms are automated clearing house (ACH) or wire transfer with all charges being due and payable as they accrue. Vessel, directly or through its local agent of record, is responsible for depositing with the Elevator or its business office, in a sum determined by Elevator for estimated services including, but not limited to, dockage and facilities, service and facilities. If such deposit is not made, the Elevator reserves the right to not accept the vessel filing and/or bypass the vessel with the next available vessel until such time the above requirement is met. All charges in excess of the deposit shall be refunded promptly after completion of loading and the vessel vacating the berth.

All charges in excess of the deposit shall be refunded promptly. If payment of the vessel obligations is not made within thirty (30) days after invoicing date, interest from invoice date will be charged at the New York prime rate plus one percent (1%), but not to exceed the maximum rate allowed in this State for obligations incurred under written contracts.

The responsibility for the payment of all charges shall be that of the local agent of record for the vessel. The Elevator reserves the right to deny use of the facility to those failing to comply with payment requirements as stated above.

19 Shifting Costs

Shifting costs for coming in and out of berth, or occasioned at the berth in order to receive cargo, whether under the provisions set forth above or otherwise, shall be at the vessel's expense. During all docking and undocking operations, shifting in berth, or during the course of loading operations, the vessel shall provide adequate tug service to insure that no undue hazard is caused to Elevator's facility. Refer to addendums 1 & 2 for further information.

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations**

<u>Item</u>	<u>Subject</u>
20	<u>Interest Charges</u>

If payment of vessel obligations is not made within thirty (30) days after invoice date, interest from invoice date will be charged at the New York prime rate plus two and one-half percent (2 ½%), but not to exceed the maximum rate allowed in this State for obligations incurred under written contracts.

21	<u>Liners</u>
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Ocean liners will not have preference in berth assignment.

This Tariff defines an ocean liner as a vessel which:

- (a) Qualifies as a Common Carrier by water, as defined by the United States Shipping Act of 1916, and
- (b) Sails under an advertised schedule, and
- (c) Is operated by a line maintaining regular sailings from any U.S.A. Gulf or Atlantic port(s), and
- (d) Is not loading more grain at Houston than one-half (1/2) her summer deadweight tonnage.

22	<u>Free-Pour</u>
	<u>Shifting</u>
	<u>Movements</u>

Elevator reserves the right to refuse to load bulk carriers that must mechanically trim cargo holds due to the absence of Free-Pour shifting movements calculations, documented and approved by their respective administrations, as required by the National Cargo Bureau.

23	<u>Stores Delivery</u>
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The delivery of all stores at Houston Elevator must be done by barge delivery. All barge deliveries will be assessed a flat rate of \$750.00 per barge. Elevator reserves the right to forbid any stores delivery in a situation, which in its sole judgement, interferes with operations or presents safety or environmental risk, or conflicts or is restricted or prohibited by applicable laws. Without limiting its general application to all users under this Tariff, the User Liability clause in SECTION 3, Subsection C, Item 15 applies to the vessel, and any person participating in the delivery or stores and supplies to the vessel.

24	<u>Hot Work</u>
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Without the express written approval of the Elevator Manager or Superintendent, there shall be no work or repairs of any nature on a vessel in berth when such work or repair may involve welding, burning, scraping or hot work, or any work, activity or repair where there may be a possibility of spark. The Master, Vessel Owner, and Agents will be held fully responsible for any violations of this regulation.

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations**

<u>Item</u>	<u>Subject</u>
25	<u>Vessel Equipment</u>

At Houston Elevator vessel is responsible for providing qualified personnel necessary to operate vessel equipment, including but not limited to, operating vessel cranes and hatch covers. In addition to remedies set forth in SECTION 3, Subsection C, Item 10, Elevator may suspend lay time for any delay in loading vessel due to insufficient personnel to operate vessel equipment. If local service providers are hired to operate vessel equipment or seal hatches, vessel must notify Elevator Management in advance identifying the contact information for the service provider and to advise what services will be performed, and when.

26	<u>Draft Surveys</u>
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Each vessel loading at the Elevator will be allowed total one (1) thirty (30) minute period for all draft surveys and for checking the stability, free of charge. Any delay in excess of the one (1) thirty (30) minute period used by the vessel will be (i) charged to the vessel and/or owner(s) at the rate of \$3,000 for each fifteen minute period, or fraction thereof and (ii) will not count as lay time or time on demurrage. This shall include delays due to draft surveys and/or calculations performed by the vessel's crew, independent surveyors and/or surveyors of the National Cargo Bureau (NCB). The delay time for these surveys will be monitored by the stevedore on board the vessel and their calculation, absent obvious error, will be final. The delay will start counting once cargo stops pouring inside a cargo hold in order to perform the draft survey, and will end once cargo resumes pouring inside a cargo hold following completion of the draft survey or the Master indicates in writing that normal vessel operations can continue.

27	<u>Pontoons</u>
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Temco will not accept vessels with non-automatic hatch covers (i.e., pontoon, wire-pull, etc.)

28	<u>Fitting Operations</u>
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Vessel 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 all 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 owners. Vessels requiring strapping or bundling must advise the Elevator at filing of berth application, and present a stowage plan illustrating same.

29	<u>Tankers and Bulk Ore Carriers, Oil Bulk Ore Carriers</u>
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In addition to the USDA Stowage Examination Certificate and NCB Certificate of Readiness, or NCB Certificate of Cleanliness, whichever applies, all tankers and Bulk Ore Carriers, or Oil Bulk Ore Carriers presenting to load at the Elevator, must obtain USDA Certificates showing that all compartments are ready for loading, and a Gas Free or Marine Chemist Certificate issued by a recognized laboratory showing that all spaces are safe and free of contaminating gasses or odor in accordance with the "Standard for the Control of Gas Hazards on Vessels to be Repaired" adopted by the National Fire Protection Association.

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SECTION 3**RECEIVING AND SHIPPING****Subsection C****Berthing Regulations****Item** **Subject**

29 Tankers and Bulk Ore
Carriers, Oil Bulk Ore
Carriers (cont.)

Should the vessel be delayed in loading due to congestion/delays at the Elevator between the time of filing a berth application and the time when berth becomes available, new USDA and/or NCB Certificates will be required to be filed prior to the vessel being permitted to dock and commence loading.

Thereafter, if loading operations cease, or become interrupted due to petroleum odor emanating from the vessel or vessel's compartments, or due to any other reason attributable to the condition of the vessel or its suitability to receive grain, vessel will forthwith:

- (a) Immediately vacate the loading berth at the owner's expense;
- (b) Issue a clean mate's receipt for the cargo already loaded.

Owners, master, and agents guarantee the above by virtue of signing and filing their berth application with the Elevator, and failing to do so will result in the vessel not being permitted to berth.

Prior to berthing, vessels loading at Elevator's facility(ies) must be in compliance with the Oil Pollution Act of 1990 (OPA), the Federal Water Pollution Control Act (FWCPA), and state and local laws and requirements pertaining to pollution liability, spills, containment, control, and procedures.

30 Vessel Waste Disposal

In order to comply with the laws governing vessel waste disposal, Elevator Management must receive twenty-four (24) hour written preadvise by any vessel requesting garbage disposal while at berth. Garbage reception charge shall be the actual cost to Elevator for disposal, plus fifty percent (50%).

Vessel owner(s) and its Agent(s) warrant that only garbage as defined in 33 C.F.R. §§158.120 shall be placed into the garbage receptacles, or otherwise tendered to Elevator for disposal. In the event any hazardous or medical wastes, as defined by Federal, State, or local laws or regulations, are placed into the garbage receptacles, or are otherwise tendered to Elevator by the vessel, vessel owner(s) and agent(s) agree, jointly and severally, to reimburse Elevator for all costs relating to the disposal of such wastes in accordance with Federal and State law, including legal fees or other incidental fees related to the testing or disposal of the wastes. Vessel owner(s) and agent(s), also jointly and severally, agree to reimburse Elevator for any fines, penalties, and costs resulting from the attempted improper disposal of hazardous or medical wastes.

SECTION 3**Subsection C**

<u>Item</u>	<u>Subject</u>
31	<u>Maritime Fire and Safety Association</u>

32	<u>Cement Openings</u>
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RECEIVING AND SHIPPING**Berthing Regulations**

In order to assist in providing a coordinated marine fire response to shipboard fire, a harbor fee will be assessed each vessel on its first call at a participating MFSA member's dock. Only one MFSA harbor fee will be payable for each entry into the Columbia/Willamette River System. Temco is a member of the MFSA.

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 charges of \$8,000.00 at Houston Elevator and \$12,000 at PNW Elevators per hour or fraction thereof. Any delay due to vessel will not count as laytime or time on demurrage

SECTION 4

<u>Item</u>	<u>Subject</u>
1	<u>Stevedore Rules</u>

2	<u>Standard of Care</u>
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3	<u>Care in Operations, Insurance</u>
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STEVEDORE TERMS

This SECTION 4 is applicable only when the vessel contracts for a third party (a "Stevedore") to provide stevedoring services ("Stevedoring Services"), pursuant to SECTION 3, Subsection B, above.

Stevedore represents and warrants that Stevedoring Services will be conducted under proper and adequate supervision and in a good and workmanlike manner consistent with prudent industry practices. Consistent with this standard of care, Stevedores will perform stevedoring operations so as to prevent injury to, or death of any person, and damage to or destruction, or loss of property, whether of Elevator, of the vessel being stevedored, or of third parties, and to utilize available equipment and take all reasonable steps to minimize dust emissions during loading. Stevedores will comply with all safety rules in effect at the Elevator.

Stevedores will indemnify, defend and hold harmless Elevator, its successors and assigns, and its employees, agents, directors, officers, representatives and affiliates, from and against all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees and court costs), or injuries (or death) to any persons or property arising out of or resulting from:

- (a) the acts or missions of any Stevedore (for purposes of this Section "Stevedore" shall include its affiliates, employees, contractors, and agents);
- (b) the use of, occupancy, and/or presence upon the Elevator facility by any Stevedore;

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SECTION 4**STEVEDORE TERMS****Item Subject**

3 Care in Operations.
Insurance (cont.)

- (c) the breach by any Stevedore of any obligation or covenant contained in this Tariff or Stevedore Agreement (as defined in Item 5, below), including the failure of any Stevedore to comply with the Elevator policies and procedures; and/or
- (d) any Stevedore's acts, omissions, negligence, misconduct, illegal activity, or failure to observe applicable laws or regulations. Notwithstanding the foregoing, Stevedore shall not be responsible for losses resulting solely and directly from the negligence of Elevator.

4 Insurance

Stevedores will provide to Elevator prior to work commencing, policies of insurance protecting in part against such liability with limits of at least the following:

- (a) Workmen's Compensation – as required by law including coverage as required by the Federal Longshoremen's and Harbor Worker's Compensation Act;
- (b) Employer's Liability coverage with limits of \$1,000,000.00;
- (c) Auto Liability with combined single limits of \$1,000,000.00;
- (d) Commercial General Liability coverage, with the watercraft exclusion deleted, and including contractual liability with \$1,000,000.00 limits of liability;
- (e) Stevedore's liability with a limit of \$1,000,000.00 per occurrence;
- (f) Excess Liability with a limit of \$4,000,000.00 per occurrence in excess of the above coverages, or combined primary and excess limits of \$5,000,000.00.

Stevedore agrees that its policies will be primary without right of contribution from Elevator or its insurance. Stevedore further agrees to waive its right of subrogation against Elevator. The above insurances will not be invalidated for Elevator by any action, inaction, or negligence of the insured.

Such liability policy shall include broad contractual liability coverage, and coverage for property in Stevedore's care, custody, or control. All such policies shall be written with companies licensed to do business in the State of Texas, and with the exception of Workers Compensation, will name TEMCO, LLC, Incorporated as an additional insured, with certificates evidencing such coverage. Such policy shall so state that it will not be cancelled or modified without thirty (30) days prior written notice to Elevator.

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SECTION 4**STEVEDORE TERMS****Item Subject**

- | | | |
|---|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <u>Stevedore Agreement</u> | A Stevedore Agreement must be signed and confirmed prior to operations, provided that in the event one is not, the terms of this Tariff will govern all stevedoring activities at the Elevator. |
| 6 | <u>Personnel</u> | Stevedoring Services must be carried out so as to assume maximum utilization of the dock and Elevator to full capacity. If, in the reasonable opinion of Elevator Management, such operations would be facilitated by employment of additional crews, gangs, or supervisory personnel, the Stevedore must employ such. As it is difficult to arrive at an accurate evaluation of the damages sustained by Elevator if the Stevedore fails to employ such additional crews, Elevator will assess a penalty of \$500.00 per hour for failure or refusal to provide such additional crews. To secure, in part, any such liability, a deposit of \$5,000.00 is required, which will be held in a separate account by Elevator to satisfy amounts due under this provision, the interest on which will be credited to the Stevedore's account in addition to any portion not utilized. In the event of termination of said Stevedore Services at the Elevator, the balance, along with accrued interest, will promptly be returned to the Stevedore. |
| 7 | <u>Clean-Up Charge</u> | A dock clean-up charge in the amount of \$300.00 per vessel, will be assessed the Stevedore. |
| 8 | <u>Equal Employment</u> | As Elevator is a government contractor and an equal opportunity employer, governed by the President's Executive Order § 11246, and regulated by the Equal Employment Opportunity Commission, Elevator insists that such guidelines and regulations be strictly adhered to by Stevedores. |

SECTION 5**NON-LOADING VESSELS**

Elevator may permit non-loading vessels into berth at rates to be agreed to in writing in advance, with such vessels, their owners, masters and agents agreeing to:

- (a) Abide by SECTION 1, Subsection B, Item 9, and SECTION 3, Subsection C, Items 7, 8, 9, 10 and (except for the reference to receiving cargo) 11 of this Tariff, and
- (b) Vacate berth immediately at Elevator's request.

TEMCO, LLC

By: _____

Adam Dykstra
Logistics Manager

Operating the TEMCO, LLC Elevators, Houston, TX, Kalama, WA, Portland, OR, Tacoma, WA as a licensed public grain warehouse under the United States Warehouse Act.

License No. 3-10026



Addendum 1, applicable to Portland Elevator and Kalama Elevator**TUGS & LINES SERVICE**

Lines Service: All lines services used by vessels at the TEMCO elevator must be arranged through the lines service provider identified by the facility. Manning requirements for lines service may vary, depending on mooring configuration, type of line, dock layout and condition, weather conditions and safety considerations. Other conditions requiring extra men are: lines that are crossed with other vessels lines, dock cranes in work area, ice and snow or other onerous situations that may arise.

Vessel agents will be solely responsible for arranging for lines services from the designated lines service provider. All lines services shall be at the vessel's expense. Where line boat services are needed in addition to linesmen at the berth, the Designated Tug Company described below shall be used for such service.

Tugs: All tug and line boat services used by vessels at the TEMCO elevator must be arranged through the tug service company identified by the facility (the "Designated Tug Company"). The Designated Tug Company shall be used for all necessary tug assistance and line boat service, including vessel docking, undocking, shifting while at berth, or while lying at the berth.

The number and characteristics of the tugs used shall be at the discretion of the vessel and/or pilot. However, all vessels are required to make use of a sufficient number of tugs to safely accomplish the intended task, including, but not limited to, the use of reasonable care with regard to size of vessel, the current water conditions and the current weather conditions.

Vessel agents will be solely responsible for arranging for tug and line boat services from the Designated Tug Company. All tug and line boat services shall be at the vessel's expense.

Rates and terms of service for tug and line boat services will be determined by the Designated Tug Company's published Schedule of Rates and Terms, which shall be applicable to all tugs providing service.

A current copy of the Designated Tug Company's Schedule of Rates and Terms will be made available on request. By accepting tug service, vessels and their owners/operators certify that they have read and accepted all terms of this elevator tariff and the Designated Tug Company's published Schedule of Rates and Terms (see <http://shavertransportation.com/ship-assist.html>).

All vessels will be required to deposit with TEMCO funds sufficient to cover the use of the proper number of tugs and line handlers (as determined by the facility based on the current conditions) for docking, undocking and any additional anticipated tug or line handling usage. Funds must be deposited upon filing of the Berth Application. TEMCO shall pay the Designated Tug Company on behalf of the vessel with the deposited funds, and shall return to the vessel agents any deposit in excess of actual usage incurred by the vessel.

Notwithstanding the requirements herein, TEMCO shall not be liable for any costs, expenses, damages or delays caused by the acts or omissions of the Designated Tug Company, the vessel or the vessel pilot.

Addendum 2, applicable to Tacoma Elevator

All tugs and lines services used by vessels at the TEMCO Elevator Tacoma must be arranged through the tug service company identified by the facility (the “Designated Tug Company”). The Designated Tug Company shall be used for all necessary tug assistance and lines service, including vessel docking, undocking, shifting while at berth, or while lying at the berth.

The number and characteristics of the tugs used shall be at the discretion of the vessel and/or pilot. However, all vessels are required to make use of a sufficient number of tugs to safely accomplish the intended task, including, but not limited to, the use of reasonable care with regard to size of vessel, the current water conditions and the current weather conditions.

Manning requirements for lines service may vary, depending on mooring configuration, type of line, dock layout and condition, weather conditions and safety considerations. Other conditions requiring extra men are: lines that are crossed with other vessels lines, dock cranes in work area, ice and snow or other onerous situations that may arise.

Vessel agents will be solely responsible for arranging for tug and lines services from the Designated Tug Company. All tug and lines services shall be at the vessel’s expense.

Rates for tug services will be determined by the Designated Tug Company’s published Pacific Northwest Schedule of Rates and Terms.

Rates for lines services will be determined by the Designated Tug Company’s published PNW Schedule of Rates and Terms, Line Services.

A current copy of the Designated Tug Company’s Schedule of Rates and Terms will be made available upon request.

All vessels will be required to deposit with TEMCO funds sufficient to cover the use of the proper number of tugs and line handlers (as determined by the facility based on the current conditions) for docking, undocking and any additional anticipated tug or line handling usage. Funds must be deposited upon filing of the Berth Application. Temco shall pay the Designated Tug Company on behalf of the vessel with the deposited funds, and shall return to the vessel agents any deposit in excess of actual usage incurred by the vessel.

Notwithstanding the requirements herein, TEMCO shall not be liable for any costs, expenses, damages or delays caused by the acts of omissions of the Designated Tug Company, the vessel or the vessel pilot.