



**ADM GRAIN COMPANY
ELEVATOR TARIFF NO. 11**

Applicable at:

**ADM GRAIN COMPANY'S LOUISIANA ELEVATOR FACILITIES LOCATED
AT
AMA, DESTREHAN, RESERVE, AND ST. ELMO**

EFFECTIVE: October 15, 2025

MAILING ADDRESS:

ADM GRAIN COMPANY
104 East Campus Drive, Suite 105
Destrehan, Louisiana 70047

**THIS TARIFF NO. 11 SUPERCEDES AND CANCELS
ADM GRAIN COMPANY ELEVATOR TARIFF NO. 10,
WHICH WAS EFFECTIVE FEBRUARY 26, 2023,
AND ANY PRIOR ADM GRAIN COMPANY AND
ADM/GROWMARK RIVER SYSTEM, INC. TARIFFS**

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SECTION I GENERAL RULES AND REGULATIONS

A. NOTICE TO PUBLIC

This tariff constitutes due notice to the public, to shippers, and to all individuals, including vessel owners and/or operators and/or charterers and/or personnel and/or crewmembers and/or agents and/or managers and/or private carriers or business entities, including all barges, trucks, railroad cars, vessels, watercraft or other means of conveyance and/or equipment used by said individuals or business entities, which utilize the facilities and/or services of any of the ADM GRAIN COMPANY* (hereinafter "ADM GRAIN") elevator facilities (hereinafter collectively "Users") that the rates, charges, rules and regulations apply to all general traffic without specific notice, quotation to or arrangement with Users (excepting as otherwise specified herein).

B. NON-LIABILITY OF ADM GRAIN

ADM GRAIN shall not be liable for any loss of or damage to grain or to the barges, ships, vessels or other watercraft berthed or in the process of being berthed at or adjacent to the elevator docks/ wharf or to any watercraft or transfer rig, whether caused by frost; heat; flood; rain; the elements and/or any other weather-related condition (including tropical storms, hurricanes and like occurrences); evaporation; natural shrinkage; wastage or decay; insects; birds; rodents and/or other animals; floats, logs and/or pilings; acts of God; strikes; shortage of labor; work stoppages; riots; civil commotion; insurrection; war; acts or failures to act of any governmental entity; acts of terrorism; any consequences arising therefrom; concealed damage, leakage, variation in weights or losses in weight whether occurring while grain is in storage or is being handled, or for failure to detect or remedy same; and/or any causes beyond the control of the warehouseman; and said causes do not interrupt the storage charges or other charges and do not create any liability for failure of discharge of cars, or unloading or loading or any other service that the elevators has undertaken to furnish. In all other matters, ADM GRAIN shall not be responsible for anything beyond its control, however or whenever arising.

C. DELAY DAMAGES

ADM GRAIN will use its best efforts to receive, load, unload, handle or deliver grain, but does not undertake to do so within any particular time period except to the extent required by applicable statutes, rules and regulations. In furnishing any services or performing any acts hereunder, ADM GRAIN shall not be liable for any freight, dispatch, demurrage or other damages for delays to a vessel including standby time or loss of dispatch time or for any other delay damages incurred by any User, for any cause whatsoever, even if such delay is the fault of ADM GRAIN or its Management.

D. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

All Users of ADM GRAIN elevator facilities, specifically and without limitation, agree to hold harmless and indemnify ADM GRAIN, its parents, subsidiaries, divisions, affiliates and/or joint ventures, and their respective officers, directors, agents and employees and all persons, firms, or other entities which may manage, own, control or operate the elevator facilities (hereinafter "Management"), from and against any and all disputes, claims, liability (including but not limited to absolute or strict liability), causes of action, damages (including but not limited to punitive damages), or expense (including but not limited to court costs and reasonable attorneys' fees), in connection with any loss of life, bodily injury, impairment of health and/or damage to or loss of property, directly or indirectly arising out of, related to, and/or resulting from the User's operation at, or use of, the elevator facilities, even if caused by concurrent negligence of ADM GRAIN, the

* ADM Grain Company is a d/b/a of Archer-Daniels Midland Company

unseaworthiness of any vessel, and/or because of any preexisting deficiency or defect, hidden or otherwise, of the elevator facilities, unless such loss of life, bodily injury, impairment of health and/or damage to or loss of property is caused by the gross negligence or willful or wanton misconduct of Management. All Users of the elevator facilities, specifically and without limitation, further agree to hold harmless and indemnify ADM GRAIN from and against all claims or damages of any nature whatsoever, including but not limited to a transportation security incident, terrorist act, or breach of security, whether or not directly or indirectly arising out of, related to, or resulting from, a crewmember's, stowaway's, asylum-seeker's, passenger's, vessel personnel's or other individual's detention onboard the vessel, escape or egress from the vessel, and/or negligent or intentional torts or criminal acts.

E. LAW AND JURISDICTION

Any and all disputes, claims, liability (including absolute and strict liability), causes of action, damages (including punitive damages), or expenses (including legal fees, costs and expenses) directly or indirectly arising out of, related to, and/or resulting from the User's presence or operation at, or adjacent to, or use of, the elevator facilities, which cannot be resolved amicably, shall be subject to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana. If that court lacks subject matter jurisdiction, then exclusive jurisdiction shall rest with either the Twenty-Ninth (29th) Judicial Court for the Parish of St. Charles, State of Louisiana (for disputes involving or related to the ADM GRAIN-AMA and ADM GRAIN-DESTREHAN facilities), the Fortieth (40th) Judicial Court for the Parish of St. John the Baptist (for disputes involving or related to the ADM GRAIN-RESERVE elevator facility), or the Twenty-Third (23rd) Judicial Court for the Parish of St. James (for disputes involving or related to the ADM GRAIN-ST. ELMO elevator facility). Said disputes and/or causes of action shall be resolved under the general maritime law of the United States, in the absence of which Louisiana state law shall apply. In the event that ADM GRAIN must move to dismiss a lawsuit filed in violation of this provision, the reasonable attorneys' fees and costs incurred by ADM GRAIN in so moving shall be paid by the plaintiff(s) to said lawsuit.

F. REMEDIES FOR ENFORCEMENT OF TARIFF

ADM GRAIN shall have all remedies available to it at law, in equity and/or under maritime, federal or state law to enforce the rules and regulations of this tariff, including but not limited to canceling a vessel's filing/Application for Berth or ordering a vessel from berth. ADM GRAIN shall also have all remedies available at law, in equity and/or under maritime, federal or state law to collect charges and liquidated damages including but not limited to a maritime lien against the vessel, its cargo, freight and/or subfreight for such charges or liquidated damages. As set forth in Section I.E., above, in the event of any legal proceedings to enforce any provision of this tariff, ADM GRAIN shall be entitled to recover its expenses incurred in such proceedings, including all reasonable attorneys' fees and costs.

G. APPLICATION OF RATES

The rates, charges, rules, and regulations set forth in this tariff and any additions, revisions, or supplements thereto, shall apply on grain and/or vessels received at ADM GRAIN elevators and shall apply to grain on hand at the effective date of this tariff. The inclusion of rates, charges or conditions in this tariff is not to be interpreted as a guarantee that such services can or will be performed but only that such services may be performed at ADM GRAIN's discretion, as the facilities are equipped or prepared to perform such services.

H. AMENDMENTS

This Tariff may be amended from time to time with 10 days written notice.

I. INTERPRETATION

In all situations described in this tariff in which ADM GRAIN is empowered to make a determination or act within its discretion, the sole criterion as to the propriety of such actions and determinations shall be whether ADM GRAIN acted in good faith.

J. INSURANCE

Insurance on grain stored in the elevator silo will be carried by the warehouseman 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 and consistent with policy provisions. The cost of this insurance is included in the charges for receiving and shipping grain as set forth herein. For purposes of this section, self-insured retentions shall constitute insurance.

K. CONTRACTOR'S INSURANCE

Stevedores, security guards, and other contractors and/or subcontractors shall be required to procure and maintain during the duration of its work at ADM GRAIN's elevator facilities; minimum insurance as set forth below:

1. Worker's Compensation (including Longshore and Harbor Workers Compensation Act coverage) as required by state and federal laws, such policy to include voluntary compensation endorsement, Amended to Coverage B-Maritime and Employer's Liability Coverage (including crew coverage) with \$1,000,000.00 limits;
2. Comprehensive general liability (CGL) insurance with the watercraft exclusion deleted, including automobile liability coverage and completed operations coverage with primary limits of \$1,000,000.00 per occurrence single limit;
3. Excess following form CGL insurance with the watercraft exclusion deleted, with limits not less than \$5,000,000.00 per occurrence in excess of number two (2), as set forth above;
4. Where applicable, stevedore's legal liability insurance with \$1,000,000.00 per occurrence single limit.
5. In the event that a U.S. governmental entity mandates that armed security guards be assigned to a vessel prior to berthing or while it is berthed at any one of the ADM GRAIN elevator facilities, ADM GRAIN requires that the vessel's agent provide it with a Certificate of Insurance evidencing CGL coverage with limits of no less than one million dollars (\$1,000,000.00) per occurrence for the security firm it has contracted with to provide security services onboard the vessel.

ADM GRAIN shall be named as an additional assured with a waiver of subrogation in each of the foregoing policies. Each of the foregoing policies shall contain a provision that ADM GRAIN will receive thirty (30) days' written notice of material changes or cancellation. A current Certificate of Insurance evidencing the above coverages shall be furnished to ADM GRAIN prior to the commencement of work at ADM GRAIN's elevator facilities and will be maintained on file at the ADM GRAIN office.

L. SECURITY

In accordance with the Maritime Transportation Security Act of 2002, 46 U.S.C. §§ 70101 et seq., and implementing regulations, 33 C.F.R. §§ 101 et seq., effective July 1, 2004, ADM GRAIN has implemented certain restrictions, policies and procedures relative to security with which all Users of ADM Grain Elevator Facilities agree to comply.

M. STOWAWAYS, ASYLUM SEEKERS, DETAINEES

Prior to berthing or while at berth at ADM GRAIN's facilities, stowaways, asylum seekers and/or detainees on board the vessel must be removed from the vessel into the custody of U.S. immigration officials, pursuant to 8 U.S.C. §§1321, 1323. Vessels with stowaways on board will not be allowed to berth at any of ADM GRAIN's facilities. If berthed, at ADM Grain's discretion, such vessel may be ordered to vacate.

N. INSPECTION AND WEIGHING

Determination and certification of the grain quantity will be performed by personnel of the United States Department of Agriculture at its established rates. The expense of such certification will be borne by the depositor of the grain or the owner of the warehouse receipt. Inbound grain shall be graded by elevator employees licensed under the United States Warehouse Act. Interested parties may elect to have inbound grain officially inspected and graded by Federal Grain Inspection Service personnel at published F.G.I.S. rates. All outbound grain shall be officially graded and weighed when discharged from the elevator by Federal Grain Inspection Service personnel at published F.G.I.S. rates.

O. SOUND GRAIN ONLY

The SCHEDULE OF CHARGES covers sound grain only. The warehouseman shall not be required to receive for storage or handling grain that is out of condition or becoming so. The storage rate on any such grain, which the warehouseman may agree to receive for storage, will be higher than the rate of storage provided herein, and the exact rate will depend upon the condition of the grain. Grain, though sound when received, which is going out of condition, may be dealt with by the warehouseman in accordance with the regulations issued by the Secretary of Agriculture under and pursuant to the United States Warehouse Act. Charges for services not specifically provided for in the Schedule of Charges and for service with respect to grain other than sound grain will be furnished upon application, and will be commensurate with the extent and nature of the work involved. All loss or shrinkage in handling will be for the account of the depositor or owner of the warehouse receipt.

P. FLAX

Flax shall be stored hereunder only upon a gross bushel basis and the warehouseman shall not be responsible for decrease in the number of net bushels and increase in dockage due to handling. Flax shall be stored on Identity Preserved basis only.

Q. MEAL AND PELLETS

Meals and Pellets will ordinarily be handled only for direct transfer to vessel and any loss or shrinkage in handling will be for the account of the depositor or owner of the warehouse receipt.

R. PREFERENTIAL UNLOADING & LOADING

In the event of congestion of railcars, barges or vessels, the warehouseman reserves the right, without liability for loss, damage or demurrage to unload or load those railcars, barges or vessels for which outward shipping space has been engaged and is available.

S. RIGHT TO REFUSE GRAIN

The warehouseman reserves the right, without any responsibility for any loss, damage, or demurrage that may arise, to refuse any grain which is, in their opinion, unmerchantable or in unfit condition for storage, transfer or handling.

T. OWNERSHIP & GRADE

Grain will be stored in bins containing the same kind and grade of grain regardless of ownership. If the owner of the grain requires storage on an "Identity Preserved" basis, a special agreement must be requested from ADM GRAIN for storage in special bins. The rates and charges for such a special agreement shall be agreed between the parties.

U. TYPE OF RAILCARS

Railcars (other than ordinary hopper-cars) will be loaded or unloaded by the warehouseman only by special agreement made prior to receipt of the rail car.

V. TRANSFERS

Grain will be transferred from bin to bin whenever, in the opinion of ADM GRAIN, such action is necessary to obtain the benefit of full storage capacity of the elevator.

W. STORAGE

Storage charges shall commence on the eleventh (11th) day after 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:

1. The warehouse receipt or receipts have been surrendered, properly endorsed for cancellation and accompanied by tender of all charges due and written instructions covering shipping and loading.
2. Empty railcars ordered by the owner of the warehouse receipt or receipts, properly coopered, have been delivered to the warehouse, or vessels, or barges, chartered by the owner of the warehouse receipt or receipts, have been spotted at the dock of the warehouse; and
3. The grain represented by such warehouse receipt or receipts has been loaded out of the warehouse by the warehouseman with due diligence, provided, however that notwithstanding performance of acts (1) and (2) immediately above by the owner of the warehouse receipt or receipts, the warehouseman shall not be obligated to load out grain nor shall storage charges terminate if, despite the exercise of due diligence, the warehouseman is prevented from loading grain by strikes, work stoppages, riots, civil commotion, war, floods, the elements and/or any weather condition (including tropical storms, hurricanes and like occurrences), Acts of God, acts of government, or causes beyond the control of the warehouseman. If the warehouseman shall fail to exercise due diligence in the loading of any such grain, storage charges shall accrue only to and including the first business day upon which all above requirements have been met by owner of the warehouse receipt/s.

X. GRAIN BREAKAGE

The warehouseman will use every means possible to minimize grain breakage as a result of repeated handlings and will in no way assume any liability for excessive breakage other than that prescribed under provisions of the United States Warehouse Act and regulations thereunder.

Y. SALVAGED GRAIN

Unmerchantable or salvaged grain will be accepted for drying if, in the opinion of the warehouseman, such grain can be handled through the elevator. Actual condition of the grain will determine charges which will be fixed by the warehouseman. In all instances, the elevation charge and actual loss in weight will be charged against the owner of the grain.

Z. SHIPPING ORDER

Shipping order will not be consummated until surrender of warehouse receipts, properly endorsed, and in an amount proportionate to or in excess of, but not less than, the quantity, as well as the quality of each of the different grades of grain needed to effect such shipment. Orders for shipment issued to the elevator, prior to issuance of warehouse receipts, must be accompanied by a release signed by the transportation company which carried the grain to the elevator. Release must state that the original lading has been surrendered and all charges have been paid. Release must cover the total amount of each grade and identical class and color of grain ordered shipped out of the elevator.

AA. WAREHOUSE CHARGES

Charges for storage and elevation shall become due and payable not later than upon surrender of the grain by the warehouseman. Charges for other services shall be due and payable upon performance of the service by the warehouseman. Warehouseman reserves the right to require prepayment of any charges specified in this tariff, when warehouseman's lien is or may be ineffective.

BB. BASIS OF CHARGES

Charges on grain received or unloaded into the warehouse: the gross in weight shall be used in assessing elevation, cleaning and storage charges. The gross outturn weight of grain shall be the basis for the assessment of handling and loading out charges.

CC. RIGHT TO CONTRACT WITH THE GOVERNMENT

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

DD. LICENSED UNDER U.S. WAREHOUSE ACT

These warehouses are operated as public warehouses licensed under the United States Warehouse Act. This tariff is subject to the regulations of Grain Warehouseman promulgated by the Secretary of Agriculture under and pursuant to said United States Warehouse Acts. All grain received is considered as deposited for storage under said United States Warehouse Act and regulations thereunder unless the owner of the grain or his agent requests otherwise at or prior to the time of its receipt and subject to agreement of ADM GRAIN

EE. FUMIGATION OF GRAIN

In connection with the fumigation of grain, ADM GRAIN, at its option, may perform or contract for fumigation at the expense of the owner or consignee of the grain. With respect to fumigation, the owner or consignee of the grain shall ensure that all safety precautions have been taken to permit safe fumigation services. Right is reserved by Elevator management to refuse to unload grain infested by weevils or other insects or, to refuse to unload such grain until grain has been fumigated to the satisfaction of Elevator management and a gas free certificate issued.

Should any owner or consignee refuse to allow fumigation to be conducted in accordance with procedures set forth in the U.S. Coast Guard and Federal Grain Inspection Service or other governmental regulations, the owner or consignee shall be responsible for any and all delays, resulting costs, damages, and expenses (including legal fees, costs, and expenses). Any crew

member(s) or other personnel wishing to vacate the vessel or watercraft while fumigation takes place may do so at the expense of the owner or consignee.

FF. RIGHT TO TERMINATE STORAGE

ADM GRAIN 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 ADM GRAIN, cause damage to other grain or become offensive to the premises. Such grain not removed by owner within the time specified in the notice to remove may be removed by ADM GRAIN at the expense of the owner or consignee.

SECTION II VESSELS AND FILING

A. SAFE ACCESS

All vessels are to furnish at all times while in berth, safe access onboard in accordance with United States Department of Labor and/or United States Coast Guard and/or Federal Grain Inspection Service standards ("safe access"). Any delay (including Federal Grain Inspection Service final inspection delays) resulting by failing to furnish safe access aboard, the vessel will be charged \$7,500.00 per hour or fraction thereof until approved safe access is provided.

B. ELEVATOR OVERTIME

All rates set forth in this tariff, for services involving labor are based upon payment of labor at basic straight time wages. Overtime involved in the loading of ocean vessels will be assessed the vessel at the rates provided in this tariff.

C. COMMON CARRIERS

Common carriers by water (usually referred to as liners), as defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act, will not be accepted for loading at any of ADM GRAIN's elevator facilities. According to section 3(6) of the Shipping Act, a common carrier is "a person holding itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country . . . , except that the term does not include a common carrier engaged in ocean transportation by . . . ocean tramp . . ."

D. FILING APPLICATION FOR BERTH

Users intending to load at any of the ADM GRAIN elevators shall file an Application for Berth at ADM GRAIN's office located at 104 East Campus Drive, Suite 105, Destrehan, Louisiana 70047 between the hours of 9:00 a.m. and 4:00 p.m. on Monday thru Friday and the hours of 9:00 a.m. and 12:00 noon on Saturday, all exclusive of any holiday defined herein.

The signed Application for Berth, when received by the elevator with delivery of other documents set out in this paragraph II. D, and/or the use of the facilities and services and/or the berthing of the vessel, shall constitute a contract between ADM GRAIN and the vessel and the User to abide by the rules and regulations of and to be jointly and severally liable for the charges of whatsoever kind or nature in this tariff and for any liabilities arising therefrom. All charges incurred by the vessel and Users, as set forth in this tariff, shall be the responsibility of and payable by the representative of the vessel and/or User that files the Application for Berth. Moreover, by signing and delivering the Application for Berth, the vessel and Users represent that: (1) they have appropriate insurance to cover damages associated with or resulting from a transportation security incident and/or

terrorist act; and (2) the vessel is not a common carrier, as that term is defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act.

By filing an Application for Berth, owners/operators agree to work overtime if required by the elevator or to vacate the berth assigned if ordered by the elevator.

The following certificates, documents, and deposits must be presented in person to file the Application for Berth for any of the facilities at the Ama administration office at ADM GRAIN, Ama, Louisiana. No facsimile transmissions will be accepted for any documents, certificates, or deposits. The filing will be acknowledged on the later of the expiration of buyer's written ten-day preadvice, or the first day of shipment specified in the contract. The vessel must be available to berth when the Application for Berth is accepted:

1. Original Application for Berth signed by the Master of the vessel, sealed with the vessel's seal and signed by an authorized representative of vessel owner.
2. Copy of Stowage Examination Certificate issued by the U.S.D.A., Federal Grain Inspection Service certifying that all cargo compartments are free of insect infestation and objectionable odor, and are clean and dry and fit for the cargo. The Stowage Examination Certificate must not be dated more than five (5) days prior to the filing and acknowledgement of the Application for Berth.
3. Copy of Certificate of Readiness as to all compartments, issued by a local representative of the National Cargo Bureau, Inc.
4. Copy of the Original Notice of Readiness signed by the Charterer or agent of the Charterers showing when vessel has been accepted.
5. Master's proposed stowage plan which includes grain cubics of the vessel.
6. All tankers and OBO class vessels must show a gas free certificate showing completely free of petroleum odor or any other objectionable odors.
7. If machine or spoon trimming is required, or requested, the Elevator management must be notified in writing. Hand trimming is not permitted. In addition, if a vessel must trim, the vessel must furnish gear on board to hold the trimming machines. In the event the vessel is gearless, vessel must furnish a floating derrick, at vessel's expense, to hold the trimming machine.
8. Copy of the vessel's International Tonnage Certificate or U.S. Customs Form 1301 showing the vessel's Gross Tonnage.
9. Deposit of funds, suitable to ADM GRAIN management, covering all estimated charges that are anticipated to be incurred by the vessel.

Except as otherwise provided in these regulations, vessels shall be assigned a berth in the order in which they file with the elevator office, a signed Application for Berth, accompanied by the documents listed above. The elevator management, in its sole discretion, may alter the turn of the vessels to be loaded when in its judgment, it would be in the best interests of elevator operations.

After filing with the elevator office, 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 the berth when called, Such events include, but are not limited to, bunkering, repairing, U.S. Coast Guard restriction, vessel class issues, etc.

E. NO LIABILITY FOR FREIGHT

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

F. REINSPECTION REQUIREMENT

If a vessel has to wait for loading berth at the elevator in excess of five (5) days from the time the original U.S.D.A., Federal Grain Inspection Service pass was issued, the vessel must re-inspect and be passed entirely by the U.S.D.A., Federal Grain Inspection Service. The vessel will not be ordered to berth until in compliance with this regulation.

G. REFILING

If a vessel that is filed with the elevator, is ordered to the berth but, is unable or refuses to accept a loading berth, due to any reason whatsoever, or otherwise fails to comply with this tariff, the elevator management may, at its sole discretion, cancel the original filing. If the filing is cancelled, the vessel must then re-file and will be assigned a rotation in the elevator line up based upon the new filing time.

H. CLOSEST AVAILABLE ANCHORAGE

Vessels filing an Application for Berth at any of the ADM GRAIN elevators will be required to anchor at Ama anchorage for the Ama and Destrehan locations or Laplace anchorage for the Reserve and St. Elmo locations or the closest available anchorage to the elevators. In the event a vessel fails to comply with this requirement and another vessel or vessels, although filed later, are anchored at an anchorage closer to the elevator than the subject vessel, ADM GRAIN may, at the discretion of the elevator manager, by-pass the vessel failing to comply with this requirement, if in the manager's judgment, loss of berth time may be avoided thereby. If the vessel is ordered to berth and does not arrive within two (2) hours from the time of such order 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 jointly and severally liable for a dead berth charge of \$8,000.00 for each hour or fraction thereof until the vessel is berthed, regardless of intervening circumstances of any nature. Such charge shall be assessed as liquidated damages and shall be in addition to any other charges within this tariff.

I. BERTHING PRIOR TO CERTIFICATION

At the sole discretion of the Elevator manager, a vessel may be allowed to tie up at the berth prior to having received all the required certificates to file with the elevator. If a vessel fails to supply such certificates prior to loading, it must vacate the berth within one (1) hour of being ordered to do so by the elevator management. Should such vessel fail or decline to vacate the berth within one (1) hour after arrival of the tugs, linesmen and pilot and no more than four (4) hours after receipt of verbal notice to vacate by elevator management, then such vessel shall be subject to liquidated damages at a rate of \$8,000.00 for each hour or fraction thereof commencing four (4) hours after receipt of the notice to vacate until vessel vacates berth, regardless of any intervening circumstances of any nature. Any vessel so ordered to vacate the berth will return to berth after the vessel loading immediately thereafter, if any, completes loading or vacates the berth for other reasons, provided that the circumstances requiring the vessel to vacate are rectified.

J. SHIPHOLD FUMIGATION

The owners/operators of a vessel presenting Application for Berth to load at any of the ADM GRAIN elevators thereby authorize shiphold fumigation in accordance with applicable U.S. Coast Guard and Federal Grain Inspection Service regulations and instructions and insure that the vessel is fit for such fumigation. Should any vessel refuse to allow shiphold fumigation to be conducted in accordance with procedures set forth in the United States Coast Guard and Federal Grain Inspection Service regulations or instructions, the owners/operators of the vessel shall be responsible for any and all delays, resulting costs, damages, and expenses. Any crew member/s

wishing to vacate the vessel while fumigation takes place, will do so at the expense of the vessel's owners/ operators.

SECTION III VESSEL LOADING

A. OFFICERS AND CREW MEMBERS REQUIRED

Upon berthing, the vessel shall immediately and at all times, provide adequate lighting equipment, and appropriate officers and crew on board to ensure that the vessel is properly secured at all times and to permit reception of cargo at any time of the day or night, including Saturdays, Sundays and holidays.

B. FINAL INSPECTIONS

All vessels loading grain at ADM GRAIN elevators are subject to U.S.D.A. regulations. The regulations require all vessels to be inspected by their inspection departments pursuant to the United States Grain Standards Act just prior to loading alongside a wharf and this inspection is considered the final inspection prior to the vessel receiving grain. All inspections prior to this final inspection are classed as preliminary inspections. If a vessel is turned down for any reason at the time of "final inspection" alongside the wharf, such vessel must immediately vacate the berth on instructions from the elevator management. If the vessel refuses or fails to vacate the berth within four (4) hours of receipt of the notice to vacate, ADM GRAIN shall be entitled to charge and recover as liquidated damages the sum of \$8,000.00 per hour for each hour or fraction thereof, commencing four (4) hours after receipt of the notice to vacate until vessel leaves the berth. If the cause for rejection is rectified and the vessel is reinspected and passed within twenty-four (24) hours from time of rejection, it will receive the next available berth. If such rectification and reinspection takes more than twenty-four (24) hours, the vessel must re-file with the elevator and take a position in the elevator line-up based upon the new filing time.

C. LINE HANDLING

Arrangements for the berthing of vessels are to be completed well in advance of the vessel's arrival at the elevator facility for physical berthing. The vessel and its agent shall be fully responsible for making arrangements for line handling and should make direct contact with the berthing department of Cooper/T.Smith. The vessel and its agent shall be invoiced for the Cooper/T.Smith services and each shall be jointly and severally liable for the charge for such services, which shall give rise to a maritime lien.

Should the vessel and its agent wish to select another entity for line handling, such entity must be approved in writing prior to the filing of the Application for Berth.

D. DROPPING ANCHOR

Vessels are prohibited from dropping anchor while in berth. The United States Army Corps of Engineers has placed concrete articulated mattresses on the river bottom in ADM GRAIN's berth area. The United States Army Corps of Engineers prohibits the use of anchors in areas of the river equipped with concrete articulated mattresses.

E. CONTINUOUS READINESS AND FAILURE TO VACATE

Assignment of berth is predicated upon vessel's continuous readiness to receive grain at a full normal rate throughout the entire time in berth. Should a vessel, while in berth, fail to maintain such readiness, the vessel shall vacate the berth when so ordered by elevator management.

Whenever a vessel is unable or refuses to load, for any reason whatsoever, the elevator management may order the vessel to vacate the berth. The vessel must vacate the berth within four (4) hours of notice to vacate being given to the vessel and or agents. If the vessel fails or refuses to vacate when so ordered, in addition to any other charges within this tariff. ADM GRAIN shall be entitled to charge and recover as liquidated damages from the vessel, its Owner/s, Operator/s, Charterer/s, and/or Agent/s, who shall be jointly and several liable for same, the sum of \$8,000.00 per hour for each hour or fraction thereof commencing four hours after receipt of the notice to vacate until vessel leaves berth regardless of intervening circumstances of any nature.

F. LOADING DELAYS

If at any time a ship stops or delays the elevator vessel loading operations for any reason, whether caused by the ship or otherwise, except for cases caused by the elevator's inability to load, a dockage charge of \$8,000.00 per hour, or fraction thereof, shall be assessed as liquidated damages, against the vessel, its Owner/s, Operator/s, Charterer/s, and/or Agent/s, who shall be jointly and severally liable for same, in addition to any other charges within this tariff.

G. INABILITY TO RECEIVE GRAIN

During the course of loading operations, should the loading cease or be interrupted due to an objectionable odor emanating from the vessel compartments or any other reason attributable to the condition of the vessel or its suitability to receive grain, the Owner/s, Operator/s, Charterer/s, Master, and/or Agent/s shall upon request of the elevator management immediately:

1. Acknowledge receipt of the cargo received on board by signing an original official ship receipt.
2. Remove the vessel from the loading berth at the owners' expense.

H. VACATING BERTH UPON COMPLETION OF LOADING

Vessel shall vacate the berth within one (1) hour of completion of loading. If the vessel refuses or fails to vacate the berth within one (1) hour after loading is complete; in addition to any other charges within this tariff, ADM GRAIN shall be entitled to charge and recover as liquidated damages, from the vessel, its Owner/s, Operator/s, Charterer/s, and/or Agent/s, who shall be jointly and several liable for same, the sum of \$8,000.00 per hour for each hour or fraction thereof, regardless of any intervening circumstances of any nature, until the vessel sails from berth. If the vessel does not timely vacate the elevator berth the vessel, its Owner/s, Operator/s, Charterer/s, and Agent/s shall be jointly and severally liable for all costs and expenses (including attorneys' fees) incurred in moving the vessel, in addition to the liquidated damages described above. Any such movement of the vessel shall be at the risk of the vessel, its Owner/s, Operator/s, Charterer/s, and Agent/s.

I. SEAWORTHY TRIM

The Users of ADM GRAIN's elevator facilities must insure that a vessel accepted for berth must insure that the vessel will be loaded so that she remains in safe seaworthy trim throughout the loading operation to permit shifting out of berth, should it become necessary due to any reason whatsoever.

J. SPECIAL WEATHER CONDITIONS

If in the opinion of the elevator management, the weather or other river conditions so warrant, any vessel in berth may be ordered at anytime of the day or night, to vacate said berth and anchor in the approved anchorage area until such time as weather conditions permit the vessel to return to berth. Appropriate officers and crew shall be maintained aboard for this purpose.

K. REQUESTING OVERTIME

Requests originating from the vessel for overtime work must be made in writing to the elevator management prior to 1:00 p.m. of the straight time working day preceding the overtime period. Loading vessels on overtime will be performed only at the discretion of the elevator management and the charges shall be assessed against the party ordering the overtime work except as provided below.

L. OVERTIME REQUIRED

In order to expedite the movement of vessels and to secure the fullest possible use of the elevator's handling facilities, whenever there are more vessels in port awaiting loading than can be accommodated at the elevator or whenever the elevators are threatened with congestion, the vessel occupying the berth shall within the sole judgment and discretion of the elevator management, be required to work overtime at the expense of vessel. By filing an Application for Berth, the vessel and/or owner/s and/or operator/s and/or agent agrees either to work overtime if required by the elevator or to vacate the berth assigned if ordered by the elevator. Should any vessel refuse to work overtime when required, it shall lose its turn and vacate the berth in favor of the next vessel that is willing to continuously work overtime, which vessel shall retain the berth so long as it is willing to work successive straight time and overtime periods until loading is completed. The vessel so losing its turn shall forfeit its berth assignment and shall be entitled to the berth first available thereafter, subject to the same overtime provisions set forth above, if the circumstances requiring overtime work are then found to still exist in the opinion of the elevator management.

M. ALTER TURN

ADM GRAIN, in its sole discretion, may alter the turn of vessels to be loaded when, in its judgment, such actions are justified to avoid overall delays or to permit the best possible service of all Users, or for other reasons considered sufficient in its judgment.

N. SHIFTING COSTS

Shifting costs for coming in and out of berth or shifting while in berth, shall always be at the expense of the vessel and/or its owners/operators.

O. BAGGING, STRAPPING & BUNDLING

When bagging, strapping, or bundling is necessary, a vessel may, at the discretion of the elevator management, be ordered to vacate the berth at the expense of the vessel and/or its owners/operators.

P. BLOWING TUBES

Vessels shall not "blow out their tubes" in the vicinity of the elevator dock. A fine in accordance with the provisions of local ordinances shall be levied against any vessel and its owners/operators violating this rule. In addition to the above fine, the vessel and its owners/operators agree to hold harmless, indemnify, and reimburse ADM GRAIN for and against any claim, suit, or loss ADM GRAIN may suffer as the result of such violation.

Q. DISCHARGING BALLAST

Should a vessel loading grain at any of the ADM GRAIN elevators find it necessary to discharge ballast, fuel or fresh water, such discharging MUST be planned sufficiently in advance so that loading and completion will not be delayed. If any such loading delays resulting from discharge of ballast occur, \$8,000.00 for each hour of loading delay, or fraction thereof, shall be assessed

against the vessel and/or its owners/operators, as liquidated damages, in addition to any other charges within this tariff.

R. DRAFT CHECKS

Each vessel loading at ADM GRAIN's elevator facilities will be allowed one (1) fifteen minute period for the purpose of checking draft and stability calculations in order to determine vessel's final cargo requirements and loading sequence. Any delay in excess of the one (1) fifteen minute period used by the vessel will be charged to the vessel at the rate of \$500.00 for each additional fifteen minute period or fraction thereof and will not count as lay time or time on demurrage.

S. CONTINUOUS NATURE OF CHARGES

At any time that a \$8,000.00 per hour dockage charge is assessed for the reasons mentioned in this tariff, that charge shall be assessed continuously until the vessel vacates the berth, regardless of intervening circumstances. Said dockage charge represents liquidated damages and is a reasonable estimate of what the actual damages are, and is not in any way to be construed as a penalty.

T. TUG ASSISTANCE

All tug service to be used by vessels entering (docking), leaving (undocking), shifting while in berth (warping) or while lying at the berth shall be provided by and must be arranged through ADM GRAIN's designated tug assist provider company. Vessel agents will be responsible for ordering tug service from the designated tug assist provider company.

Every vessel upon entering the berth (docking), leaving the berth (undocking), shifting while in berth (warping), or lying at the berth, shall be required to make use of a sufficient number of tugs at the vessel's risk and expense. The number of tugs used shall be at the discretion of the vessel and/or pilot.

Rates for tug service assigned by ADM GRAIN shall be those listed in Section IV.M below. All vessels are required to deposit in advance funds with ADM GRAIN to cover the potential use of three tugs for entering the berth and leaving the berth as well as funds to cover any additional anticipated tug usage. ADM GRAIN shall require a deposit of funds to cover additional anticipated tug usage from time to time as conditions warrant. Funds must be deposited upon or prior to filing of an Application for Berth and ADM GRAIN will return any amount of the deposit in excess of actual usage by the vessel.

U. REPAIRS IN BERTH

There shall be no work or repairs of any nature to a vessel in berth when such work or repair involves welding, burning, scraping, or any "hot work," nor any work or repairs where there is a possibility of flame or sparks unless prior express written approval is obtained from ADM GRAIN.

V. BUNKERS

Vessels will not be allowed to take on bunkers while in berth.

W. ABUSIVE USE OF EQUIPMENT

Abusive use of elevator owned dock equipment, including but not limited to trimming machines, spouts, spout extensions, lines, and winches will not be tolerated. A fine commensurate with the extent and nature of the damage will be levied against the vessel and its owners/operators for such abusive use of equipment.

**SECTION IV
SCHEDULE OF CHARGES**

ADM GRAIN specifically reserves the right to demand payment of charges in advance or to require posting of a bond to secure payment of charges. There shall be deposited with the Management, contemporaneous with the filing of an Application for Berth, a sum determined by Management to approximate estimated charges in accordance with the terms of this tariff. If such prior deposit is not made, ADM GRAIN reserves the right to refuse berthing of the vessel and to suspend running of laytime until such time as deposit is made.

A. RECEIVING	PER BUSHEL
1. All grain by hopper rail car or barge	6 cents
2. All meals and pellets and flax by rail, barge	by arrangement only

An additional inbound weighing charge will be assessed to the shipper as follows:

- Barges: \$300.00 per barge
- Rail Cars: Batch weighed \$25.00 per car in units of ten (10) or more cars
- Rail Cars: Single weights \$35.00 per car on single cars and units under ten (10) cars

An additional cover handling charge will be assessed to the shipper as follows:

- Barges: \$1,000.00 per barge for all barges with steel roll top covers.

B. SHIPPING	
1. All grain	6 cents
2. All meal and pellets and flax	by arrangement only

As to all grain loaded out of the warehouse into vessels, there shall be additional charges, payable by the vessel, for stevedoring services at the rates set forth in this tariff.

C. STORAGE (Per day after expiration of ten (10) days free time)	
1. All grain (on inventory as of 7:00 a.m.)	1/10 cent
2. All meals, pellets and flax	by arrangement only
3. Preserving identity by storing in special bins	by arrangement only

D. SPECIAL SERVICES (Conditioning)	
Cost for cleaning, screening, cooling, running, turning, treating and drying will be quoted upon request. All loss or shrinkage resulting from any conditioning listed above will be for the account of the depositor or owner of the warehouse receipt.	

E. POTABLE WATER	
Water will be supplied from dockside connections at Master's request when available by arrangement only. Charges will be assessed at \$5.00 per short ton with a minimum of \$1,000.00. The elevator will supply to the valves on the wharf. Lines needed to carry water from the valve to the vessel must be supplied by the vessel. ADM GRAIN assumes no liability for the quality of the water.	

F. ELEVATOR OVERTIME

Monday through Friday..... \$1,300.00 per hour
All day on Saturday \$1,300.00 per hour
All day on Sunday and Holidays..... \$1,300.00 per hour

G. DOCKAGE

Dockage will be assessed at the following rates:

- 1) Self Trimming Bulk Carrier Vessels – **Three Dollars and Ninety Five Cents (\$3.95) per GRT.**
- 2) Tanker, Tween-Decker and Container Carrier, Vehicle Carrier, General Cargo and/or any vessel requiring any type of trimming (But not Common Carrier or Liner) Vessels – **Four Dollars and Fifty Cents (\$4.50) per GRT.**

The applicable dockage rate will be assessed per gross registered ton of vessel for each berthing of the vessel without regard to the number of days the vessel is berthed at the facility. A vessel will be considered in berth beginning when first line is on the dock and continuing until last line is off the dock. This charge is assessed against and is to be payable by all vessels and oceangoing barges. Irrespective of (1) and (2) above, the minimum dockage charge is \$32,000.00 for each berthing. The gross registered tonnage of vessels used for calculation of the dockage charges will be based on the INTERNATIONAL TONNAGE CERTIFICATE. If this certificate is not available, CUSTOMS FORM 1301 will be required. A copy of the INTERNATIONAL TONNAGE CERTIFICATE or CUSTOMS FORM 1301 will be required when presenting the Application for Berth.

A minimum contingency fee of \$25,000.00 will be assessed against all vessels to cover additional charges that ADM Grain may incur, including but not limited to, charges for shifting, extra tugs or other miscellaneous matters. If not used, this contingency fee, or any remaining balance, will be refunded by the elevator.

H. FACILITY CHARGES

Facility charges are based per metric ton (2,204.6 pounds).

	<u>Heavy Grain</u>	<u>Meal/Pellets</u>
1) Bulk Carrier Vessels	.35 cents	.40 cents
2) Tanker/ Tween-Decker/ Container Vessels	.45 cents	.60 cents

Light grain by special arrangement only.

I. CLEAN UP CHARGES

Each vessel will be charged \$300.00 for clean up on dock/wharf.

J. DUST ARRESTING TARPULINS

Each vessel will be charged \$400.00 for use of dust arresting tarpaulins.

K. TRIMMING

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.
*ALL TRIMMING OTHER THAN SPOON TRIMMING WILL BE QUOTED UPON REQUEST.

NO HAND /SHOVEL TRIMMING ALLOWED.

PONTOON HATCHES

Any vessel having pontoon hatch covers shall be assessed \$1.00 per metric ton of cargo loaded. This charge shall be in addition to any and all other charges contained in this tariff.

L. LINE HANDLING

Vessels and their agents shall be charged for line handling and invoiced at the rate of **\$1,207.50** per handling. If a BUOY is used for a vessel at Destrehan, vessels and their agents shall be charged for line handling and invoiced at the rate of **\$2,415.00** per handling.

Standby time shall be charged and invoiced at \$350.00 per hour.

M. RATES FOR TUG SERVICE

The rates below shall apply per tug:

Docking, Shifting & Undocking \$4,874.94 + \$36.79 for each 1000 tons GRT

A fifteen percent (15%) surcharge will be added for any tug charges incurred on holidays as described in Section VI, Part HOLIDAYS.

Other tug services, including without limitation standby, hold-in, fuel, fuel surcharges, reporting, cancellation, dead ship, or tug security fees shall be invoiced and collected at the current charges and rates set forth in the current tariff of ADM GRAIN's designated tug assist provider company. ADM GRAIN reserves the right to invoice and collect a fuel surcharge as established by ADM GRAIN's designated tug assist provider company.

N. SECURITY FEE

Due to costs and expenses associated with the implementation of and compliance with the Maritime Transportation Security Act of 2002, 46 U.S.C. §§ 70101 et seq., and implementing regulations, 33 C.F.R. §§ 101 et seq., effective July 1, 2004, each vessel calling at any of the ADM GRAIN elevators shall be assessed a security fee of \$1,155.00 per day, or fraction thereof, due and payable in advance.

O. PAYMENT OF INVOICES

All invoices for charges are due and payable at the ADM GRAIN administrative office in Ama, Louisiana, upon presentation. Failure to pay when presented shall cause the name of the User to be placed on a delinquency list. At the discretion of the ADM GRAIN management, the User appearing on the delinquency list may be denied further use of the facility.

Any payment received may be applied in whole or in part against the oldest invoices rendered to the User. Invoices not paid within thirty (30) days net due period will be assessed a 1.5 percent service charge per thirty (30) day period or fraction thereof.

SECTION V ADDITIONAL PROVISIONS

A. SEVERABILITY

If any term(s) or provision(s) contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, under any present or future law, such invalidity, illegality, or unenforceability shall not affect any other provision of this tariff, but this tariff shall be construed as if such invalid, illegal, or unenforceable provision had not been contained therein.

B. TIME OF THE ESSENCE

Time is of the essence in the performance of each and every obligation or provision under this tariff.

C. WAIVERS

No waiver of any breach, term, or condition of this tariff by ADM GRAIN shall constitute a subsequent or continuing waiver of that breach, term, or condition. No failure or delay in exercising any right, power, or privilege in this tariff shall operate as a waiver. Any waiver provided is effective only as the specific breach, term, condition, right, power, or privilege being waived, and no other.

D. CAPTIONS

All captions and headings in this tariff are for reference and convenience only and shall not modify or affect the provisions of this tariff in any manner.

E. PREFERRED AGENT

Agri Port Services, LLC, 120 Mallard Street, Suite 150, St. Rose, LA 70087, is a preferred agent for the elevator facilities for purposes of this Tariff.

SECTION VI DEFINITIONS

THE FOLLOWING TERMS WHEN USED IN THIS TARIFF SHALL MEAN:

ADM GRAIN: Specifically, but without limitation, the management and facilities of ADM GRAIN – AMA, ADM GRAIN – DESTREHAN, ADM GRAIN – RESERVE, and ADM GRAIN – ST. ELMO grain elevators operated by ADM GRAIN.

BERTH: That section of the wharf, including berthing facilities, used by a vessel while docking, shifting or undocking.

DAY: Unless otherwise specified, a day shall be considered as a twenty four hour period or fraction thereof beginning at 12:00:01 a.m.

DOCKAGE: The charge assessed against the vessel for berthing at a wharf or dock.

ELEVATOR(S) OR ELEVATOR FACILITIES: The physical property, i.e. shoreside and landside grain export facilities, including but not limited to barge and rail unloaders, concrete silos, conveyors, steel shipping galleries, spouts, and ship docks, located at:

ADM GRAIN COMPANY, AMA
(Mile 117.6 – right descending bank or west bank)
11079 River Road (LA Highway 18)
Ama, Louisiana 70031
AND/OR

ADM GRAIN, DESTREHAN
(Mile 120.6 – left descending bank or east bank)
12710 River Road (LA Highway 44)
Destrehan, Louisiana 70047

AND/OR

ADM GRAIN, RESERVE
(Mile 139.2 – left descending bank or east bank)
2032 Highway 44
Reserve, Louisiana 70084

AND/OR

ADM GRAIN, ST. ELMO
(Mile 150.2 – left descending bank or east bank)
3338 River Road (LA Highway 44)
Paulina, LA 70763

ELEVATOR OVERTIME: Operation during overtime hours. Any vessel arriving at any ADM GRAIN facility during what is considered overtime hours will be accessed overtime if applicable at first line to dock. The vessel and/or agent will be charged elevator overtime continuously until last line away from dock. Fractions of whole hour will be determined by the elevator management.

FACILITY: Any structure or facility of any kind located in, on, under, or adjacent to any waters subject to the jurisdiction of the United States and used, operated, or maintained by a public or private entity, including any contiguous or adjoining property under common ownership or operation.

GRAIN: The term “grain” shall include wheat, corn, oats, barley, rye, grain sorghum, soybeans, flaxseed, and any other grain for which standards may be established under provisions of the United States Grain Standards Act.

HOLIDAYS:

New Year’s Day	All Saints Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Acadian Day (Friday after Thanksgiving)
Memorial Day	Christmas Eve Day
Juneteenth	June 19
July 4 th	Christmas Day
Labor Day	New Year’s Eve Day
PRESIDENTS’ DAY	EASTER
COLUMBUS DAY	VETERANS DAY
DR. MARTIN LUTHER KING, JR. DAY	

And any other day that shall be ordered or proclaimed as a holiday by the governments of the United States or the State of Louisiana, St. Charles Parish, St. John Parish, St. James Parish or any other governmental authority having lawful jurisdiction, or in the labor agreements between the elevator and its employees. Should any of the above fall on a Saturday, the previous Friday

will also be observed as the holiday. For any holiday falling on a Sunday, the following Monday will also be observed as a holiday. When December 24th and December 31st fall on Sunday, this holiday will also be observed on the previous Saturday.

STRAIGHT TIME HOURS: Those hours of work when labor is paid at basic straight time wage rates; namely 7:00 a.m. to 3:00 p.m.; Monday through Friday, except for holidays.

OVERTIME HOURS: Hours of work performed on Saturday, Sunday and Holidays, or before 7:00 a.m. and after 3:00 p.m. Monday through Friday.

LOADING/ UNLOADING: The service of loading or unloading grain between any place in the terminal and railroad cars, trucks, barges or vessel or any other means of conveyance to or from the terminal facility.

MANAGEMENT: ADM GRAIN, its parents, subsidiaries, divisions, affiliates and/or joint ventures, and their respective officers, directors, agents and employees and all persons, firms, or other entities which may manage, own, control or operate the elevator facilities.

OWNERS/OPERATORS: The owner/s, operator/s, manager/s, charterer/s and/or agent/s, and their employees, of a vessel.

STORAGE: The service of providing warehouse facilities for the storing of grain.

TRIMMING: Distributing cargo in a ship so that the load will not shift and in order that the weight will be properly distributed, or whenever any equipment is attached to the loading spout for mechanical diversion of the grain flow into the vessel holds, or any vessel loading that requires restrictive flow of product on any one of the ship loading spouts.

USERS: The term "User" or "Users" shall include all individuals, including vessel owners and/or operators and/or charterers and/or personnel and/or crewmembers and/or agents and/or managers and/or business entities, including all barges, trucks, railroad cars, vessels, watercraft or other means of conveyance and/or equipment used by said individuals or business entities, which use the services of any of the ADM GRAIN elevator facilities.

VESSEL: Whenever the words "vessel," "vessels" or "watercraft" appear in the tariff, it is understood that it is in reference only to dry bulk cargo ocean vessels or ocean-going barges of a type customarily engaged in the carriage of grain (private carriers only).

WAREHOUSEMAN: ADM GRAIN, as engaged in the business of receiving and storing grain for others.