BUNGE NORTH AMERICA ELEVATOR

Destrehan, Louisiana

BUNGE NORTH AMERICA, INC.

SCHEDULE OF CHARGES
AND
TERMS & CONDITIONS
FOR GRAIN

USWA # 3-4732

REGULATIONS FOR USE
OF DOCK FACILITIES
AND
DOCKAGE & PORT CHARGES

Grain & Dock Tariff No. 28

ISSUED: April 7, 2026 EFFECTIVE: May 6, 2026
(SUBJECT TO REVISION AT ANY TIME)

THIS TARIFF SUPERCEDES AND CANCELS BUNGE NORTH AMERICA, INC ELEVATOR TARIFF NO. 27, AND ANY PRIOR TARIFFS

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SECTION I
GENERAL RULES AND REGULATIONS

A. Notice to the Public

This tariff (hereinafter "Tariff") constitutes due notice to the public, 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, business entities, and service providers, including all barges, trucks, railroad cars, vessels, watercraft or other means of conveyance and/or equipment used by said individuals or business entities (herein "Users"), which utilize the facilities and/or services of Bunge North America, Inc.'s Elevator (hereinafter "elevator operator") 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). As used herein, "vessel" shall include all vessels whether oceangoing or barges and/or those vessels towing barges, unless otherwise specified herein, As used herein, "elevator" and "elevator equipment" shall include, without limitation, the dock and all the equipment located thereon. Use of the elevator facility and/or services shall constitute an agreement by Users to abide by the rules and regulations provided in this Tariff and to be jointly and severally liable for charges and any liabilities that arise.

B. Law and Jurisdiction

Any and all claims, disputes or liabilities arising directly or indirectly from the use of the elevator or services, or otherwise arising under this Tariff, shall be resolved under the general maritime law of the United States, in the absence of which Louisiana state law shall apply, and 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 the District Courts in St. Charles Parish, State of Louisiana.

C. Remedies for Enforcement of Tariff

Elevator operator shall have all remedies available to it at law, in equity and under maritime, federal and state law to enforce the rules and regulations of this Tariff, including but not limited to canceling a vessel's Application for Berth or ordering a vessel from berth. Elevator operator shall also have all remedies available at law, in equity and under maritime, federal and state law to collect charges, damages, liquidated damages and indemnities, including but not limited to a maritime lien against the vessel and its cargo. Elevator operator shall be entitled to recover its attorneys' fees, expenses and costs incurred in any legal proceeding to enforce any provision of this Tariff.

D. Interpretation

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

E. Amendment

This Tariff may be amended at any time with 30 days written notice.

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SECTION II
GRAIN TARIFF

Schedule of Charges for Elevator Services

			Per Bushel
A.	Receiving		Per Bushel
	1.	Variety soft seeds, flaxseed by barge	8 cents
	2.	Variety corn or soybeans (identity-preserved, for human consumption) by barge	9 cents
	3.	All other grain by barge	7 cents
	4.	All byproduct meals, pellets and hulls	By Special Arrangement
B.	Storage (per day)		
	1.	All grains	2/10 cent
	2.	All byproduct meal, pellets and hulls (short-term storage only)	By Special Arrangement
C.	Shipping		
	1.	Variety corn or soybeans (identity-preserved, for human consumption) by barge	9 cents
	2.	All other grain	7 cents
	3.	All byproduct meals, pellets and hulls	By Special Arrangement
	4.	Additional charge for shipping above commodities to: Tweendeckers	6 cents
		Tankers	2 cent
D.	Special Services		
	1.	Turning or transferring	4 cents
	2.	Cleaning or screening	4 cents
	3.	Drying by special arrangement only	
	6.	Fumigation	4 cents
	7.	Aeration by special arrangement only	
	8.	The costs of other special services such as those involving independent laboratory analysis will be for the account of the depositor of the grain or the owner of the warehouse receipt.	

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Terms and Conditions

A. General

The above Schedule of Charges for Elevator Services covers sound grain only. The elevator operator shall not be required to receive for storage or handling grain which is out of condition or becoming so or exceeds FDA Defect Action Levels or any other FDA Action Levels. The storage rate on any such grain which the elevator operator 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 which, though sound when received, is going out of condition may be dealt with by the elevator operator in such manner as will reasonably protect the interests of all parties concerned in accordance with regulations issued by the Secretary of Agriculture under and pursuant to the United States Warehouse Act.

Charges for services not specifically provided for herein and for services 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.

Flaxseed and/or other soft seeds shall be stored hereunder only upon a gross bushel basis and the elevator operator shall not be responsible for decrease in the number of net bushels and increase in dockage due to handling.

Byproduct meal and pellets will ordinarily be handled only for direct transfer to vessel, and all loss or shrinkage in handling will be for the account of the depositor or owner of the warehouse receipt.

B. Storage Charges

Storage charges shall commence on the first day after the date of deposit of the grain and shall accrue to and include the first business day upon which both 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 covering shipping and loading; and (b) the grain represented by such receipt or receipts has been loaded out of the warehouse by the elevator operator.

C. Inspection and Weighing

1. All grain required to be inspected and weighed when received into and discharged from the elevator, shall be inspected and weighed under the supervision of the Federal Grain Inspection Service ("FGIS") of the United States Department of Agriculture at its published rates; the expense or such inspection and weighing shall be borne by the depositor of the grain or owner of the warehouse receipt. Inspection shall be in accordance with the standards fixed and established under the United States Grain Standards Act.

2. All meals, when received into or discharged from the elevator, shall be weighed under the supervision of FGIS. The fee for such service, to be borne by the owner or depositor of the meal, shall be 13.4 cents ($0.134) per metric ton.

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3. FGIS standby time charges shall be borne by the vessel if such standby time is caused by the vessel.

4. Charges for all other FGIS services shall be those effective at the time of performance, as published by FGIS, and shall be borne by the depositor or owner of the grain and meal, or owner of the warehouse receipt.

D. Identity-Preserved Grain

Grain will not be accepted for storage in, transferred to or stored in "identity-preserved" bins unless the consent of the elevator operator is procured and necessary arrangements are made in advance. The rate for storing such grain shall be higher than the rate otherwise provided herein.

E. Insurance

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

F. Congestion

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

G. Charges Due

Charges for storage and elevation shall become due and payable not later than upon delivery of the grain by the elevator operator. Charges for other services shall be due and payable upon performance of the service by the elevator operator. The elevator operator reserves the right to require pre-payment of any charges specified in this Tariff when the elevator operator's lien is or may become ineffective.

H. Availability of Services

The elevator operator will undertake to furnish all services specified in this Tariff with reasonable promptness to the extent it has facilities available and in good working order. However, the elevator operator is not obligated to furnish services, nor is it liable for failure to do so.

The elevator operator does not undertake to receive, unload, load, handle or deliver grain within any time. Barges will be set in and unloaded in regular turn of arrival except as provided in paragraph F of this Section II.

In furnishing the services of ordering, billing-out, and of handling grain or other commodities

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to or from vessels and barges, no responsibility for any demurrage whatsoever on either vessels or barges will be assumed by the elevator operator; nor will delays in loading, delivery or handling entitle owners, shippers, consignees or carriers to waiver of storage or of any other expense or elevator charge that may be incurred.

I. Contract Terms

1. The elevator operator may enter into written contracts with the United States of America, or any agency thereof, upon terms and conditions and for storage and service charges other than as set forth herein.

2. The elevator operator may enter into written contracts with any person, firm or corporation upon terms and conditions and for storage and service charges other than as set forth herein, provided such person, firm or corporation makes certain guarantees with respect to volume or otherwise. The elevator operator will enter into a similar contract on an equal basis with any other person, firm or corporation subject to the handling capacity of the elevator.

J. U. S. Warehouse Act

The elevator is operated as a licensed public warehouse under the United States Warehouse Act (License No. 3-4732), and this Tariff is subject to the Regulations for Warehousemen Storing Grain promulgated by the Secretary of Agriculture pursuant to said United States Warehouse Act. All grain received is considered to be deposited for storage under the terms of said United States Warehouse Act, unless the owner of the grain, or his agent, requests otherwise at or prior to the time of its receipt, and the elevator operator agrees thereto in its sole discretion.

K. Security Charges

In order to fully implement procedural and physical changes to comply with the Maritime Transportation Security Act of 2002, 46 U.S.C. §§ 70101 et seq. and related regulations 33 C.F.R. §§ 101, 104, a charge of $1,300 per day or fraction thereof will be assessed for each vessel loading at the elevator.

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SECTION III
DOCK TARIFF

Charges and Regulations for Use of Dock Facilities

A. Vessels

1. "OCEAN COMMON CARRIERS," as defined by the Shipping Act of 1984, as amended (46 U.S.C. App. § 1701, et seq.), MAY NOT APPLY AND SHALL NOT BE ACCEPTED AT THE ELEVATOR.

2. All vessels, their owners, charterers or agents, desiring berth at the dock shall file an original Application for Berth (facsimile or copies will not be accepted), on forms supplied by the elevator office, with the elevator security office, Destrehan, Louisiana, between 9:00 a.m. and 4:00 p.m. Mondays through Fridays, and between 9:00 a.m. and 12:00 noon Saturdays, all exclusive of the holidays listed under paragraph 14.C. of Part D of this Section III. The Application for Berth may not be filed unless and until the vessel is located at or above 12-mile anchorage or the closest available anchorage to the elevator. The elevator operator reserves the right, at its sole discretion, to refuse an Application for Berth that does not conform to this Part A or is filed by or on behalf of any vessel or person who fails to pay charges as invoiced and stated in this Tariff.

3. The original Application for Berth must be signed and certified by the Master of the vessel, sealed with the vessel's seal and signed by an authorized representative of the vessel owner(s), operator(s), charterer(s) or agent. When acknowledged in writing by the elevator operator, and/or the berthing of the vessel, the Application for Berth and the certifications made therein, are entitled to be relied upon by the elevator operator and shall constitute a contract between the elevator operator and the vessel's owner(s), operator(s), charterer(s), and agent(s) (jointly and severally) to abide by the provisions and requirements of, and to be liable for the charges in, this Tariff.

4. A signed Application for Berth shall constitute a certification that the owner(s), charterer(s) and operator(s) of the vessel are not ocean common carriers as defined in paragraph 1 above and that the vessel is not being operated in ocean common carrier service under the Shipping Act of 1984, as amended.

5. Except as otherwise provided in this Tariff, vessels shall be assigned a berth in the chronological order in which they file with the elevator operator a signed Application for Berth (facsimile transmission will not be accepted), accompanied at the time of filing by the following documents:

    a. Certificate that all cargo compartments are free of insect infestation and objectionable odor, and are clean and dry, and fit for the cargo, issued by the United States Department of Agriculture.

    b. Certificate of readiness in all compartments, issued by the National Cargo Bureau, Inc. ("NCB")

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c. Evidence to the effect that the vessel has been entered at the United States Customs House.

d. Evidence to the effect that the vessel has been tendered to and accepted by the charterer.

e. Overtime request form (optional).

f. Gas-free certificate issued by qualified marine chemist (applicable to tankers and OBO vessels).

g. Written description of vessel and proposed stowage and load rotation.

h. Bunkering request form (optional).

Any vessel filing a berth application with the elevator operator certifies by their filing that the vessel will meet elevator air draft requirements.

The proposed stowage plan shall show all quantities of all commodities to be loaded in the individual compartments, and shall include information as to slack holds and whether separations will be required. Once the Application for Berth has been accepted by the elevator operator, the stowage plan may not be revised unless and until such revision is approved, in writing, by the vessel master, NCB and the elevator operator. The elevator operator may, in the elevator operator's sole discretion, assess against the vessel an administrative charge of $3,500 for each change. In addition to each charge, any loading delays caused by a stowage plan change shall be deemed a failure to maintain continuous readiness and be subject to liquidated damages as provided in paragraph 17 and 20 of Part C of this Section III.

Any one or more of the above documents are subject to renewal, at the elevator operator's option, if the vessel has not commenced loading within seven (7) days of the filing of the Application for Berth.

6. Vessels presenting an Application for Berth authorize shiphold fumigation in accordance with applicable U.S. Coast Guard and FGIS regulations and instructions and only vessels that are fit for such shiphold fumigation may present an Application for Berth. Should any vessel filing an Application for Berth not be fit for such shiphold fumigation or should any vessel refuse to allow such shiphold fumigation at the berth, such vessel and/or its owners and agents shall be responsible for any and all resulting costs, damages, delays and expenses. Any crew required or wishing to vacate the vessel while fumigation takes place, will do so at the expense of the vessel.

7. The elevator operator, in its sole judgement and discretion, may change the turn of vessels (i) when confronted by a reasonable operating need to receive or ship a particular grade or kind of grain (ii) to facilitate conditions at the dock in the best interest of elevator operations or (iii) when the elevator operator determines there is

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not on hand in the elevator stocks of the proper kind, quantity or grade of grain to load the vessel without delay to the vessel or to the elevator operator. Any vessel ordered to vacate a berth or change its turn for any of the foregoing reasons will return to berth after the vessel loading immediately thereafter, if any, completes loading or vacates the berth for other reasons, provided the aforesaid circumstances requiring the vessel to vacate the berth are found by the elevator operator no longer to exist. Should any vessel fail or refuse to vacate the berth, liquidated damages shall be assessed against the vessel and/or vessel owners and agents as provided in paragraph 17 of Part C of this Section III.

8. The elevator operator, in its sole discretion, reserves the right to require continuous loading of grain by a vessel through 24 hours per day, and may require a vessel to work overtime at the vessel's expense. Any vessel then in berth which refuses to work overtime shall vacate the berth on order of the elevator operator. Should any vessel fail or refuse to vacate the berth when ordered to do so, liquidated damages shall be assessed against the vessel and/or vessel owners and agents as provided in paragraph 17 of Part C of this Section III. A vessel losing its right to berth by refusal to work overtime shall lose its turn in favor of the next vessel that is willing to work overtime, which vessel shall retain the berth so long as it is willing to work successive straight time and overtime periods until loading is completed. The vessel so losing its turn 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 exist by the elevator operator.

9. Subject to the provisions of paragraph 7 of Part A of this Section III or any other provisions of this Tariff to the contrary notwithstanding, vessels filing an overtime request form, as provided in paragraph 5 of Part A of this Section III, shall be given preference in the assignment of berths over all other vessels.

10. Assignment of berth under paragraph 5 of Part A of this Section III, and port charges under Part D of this Section III, are predicated upon the vessel's continuous readiness to receive grain at full normal rate throughout the entire time in berth. Should a vessel, while in berth, fail to maintain such continuous readiness, such vessel shall vacate the berth on order of the elevator operator. Should any vessel fail or refuse to vacate the berth when ordered to do so, liquidated damages shall be assessed against the vessel and/or its owners and agents as provided in paragraph 17 in Part C of this Section III.

11. Vessels filing an Application for Berth will not be accepted unless and until the vessel is located at or above the 12-mile anchorage or the closest available anchorage to the elevator. If a vessel fails or refuses to comply with this requirement, the elevator operator may, in its sole discretion, do one of the following:

    a. Invalidate and cancel the original Application for Berth and/or Notice of Readiness and require such vessel to re-file the same, or

    b. Temporarily suspend the original Application for Berth and/or Notice of Readiness until the problem is rectified and reactivate such Application for Berth and/or Notice of Readiness with current effect when loading actually

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commences or resumes.

If the original filing is invalidated and cancelled, and the vessel re-files the same, the vessel's rotation in the line up will be based on the new filing and pursuant to Section III A.7. If the original filing is suspended, laytime for the elevator operator will be suspended for the duration until the vessel refiles.

12. If, after filing an Application for Berth and/or Notice of Readiness, a vessel refuses or, for any reason whatsoever, is unable to proceed once called into berth by the elevator operator, the elevator operator may respond in accordance with either subparagraph 11.a. or 11.b. of Part A of this Section III.

13. Only tugs designated by the elevator operator will be permitted to work at the elevator berth. Tug services for docking and undocking at the elevator are considered "Tug Assist Services." Tug Assist Services, other tug services and all other related services will be provided by and must be arranged through Crescent Towing. Vessel owners and agents will be responsible for ordering all such services directly through Crescent Towing's dispatchers.

    Vessels shall be required to make use of a sufficient number of tugs at the vessel's risk and expense. The number of tugs to be used will be determined by the size of the vessel, the prevailing river and weather conditions and all other relevant conditions. The elevator operator may impose tug rules, regulations, requirements or practices in response to safety and security concerns. The number of tugs used shall ultimately be at the discretion of the vessel and/or pilot. Rates for tug services are listed in paragraph 2 of Part D of this Section III.

14. Draft and Trim
    The vessel, including owners, operators, charterers, master and agents must ensure the vessel is and will be loaded to remain in seaworthy trim and required draft throughout the loading operation.

B. <u>Barges</u>

1. The berthing of a barge shall constitute a contract between the elevator operator and the barge, its owner, operator, charterer or agent (jointly and severally) to abide by the regulations of, and to be liable for the charges in, this Tariff.

2. The carrier or its local agent will be notified in advance of an approximate unloading schedule. All unloading will be done by schedule and failure to deliver a barge in advance of the scheduled time will result in a delay with all corresponding charges, demurrage and/or loss of despatch to be at the expense of the carrier or its local agent.

3. Only barges of 35 feet in width will be accepted.

4. All barges must be presented in a seaworthy condition, and comply in all respects with all applicable regulations issued pursuant to the Occupational Safety and Health Act of 1970, as amended.

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5. Each individual cover must have four lifting rings or other suitable devices for attaching lifting cables. Failure to comply with this condition will result in rejection of the barge until such failure is remedied by the carrier, or at the elevator operator's option, installation of such rings by the elevator operator for the account of the carrier.

6. A barge which has been unloaded or loaded must be picked up within 24 hours of the time the unloading or loading is complete. If the barge is not removed within this time limit, the elevator operator shall have the right to have the barge switched to a nearby commercial fleet at the risk and expense of the carrier.

C. General Regulations

1. The elevator operator shall not be liable for demurrage, damages for delay or loss of despatch time incurred by any vessel owner or charterer thereof for any causes other than willful or grossly negligent acts of the elevator operator.

2. The elevator operator shall not be liable for any marine loss or loss or damage to grain or byproducts, or to barges, vessels, or other watercraft berthed, in the process of berthing, or in the vicinity of the elevator docks/wharf, vessel or other transfer equipment, whether caused by any weather-related condition (including but not limited to flood, ice/snow, extreme heat, rain, tropical storms, hurricanes and all like occurrences); pests (including but not limited to insects, reptiles, birds, rodents and/or other animals); acts of God; work stoppages (including but not limited to strikes, shortage of labor, riots, civil unrest, war); acts of a governmental entity; terrorism; and/or any causes beyond the control of elevator operator. Elevator operator shall not be liable to Users for injury or illness, loss of life or economic loss directly or indirectly arising out of or during any User's presence at or use of the elevator's facilities, equipment or services, unless caused solely and directly by elevator operator's gross negligence or willful misconduct.
Appropriate officers and crew of any vessel moored at the elevator shall be prepared at all times to assume control of the vessel in case such moorings come loose for any reason whatsoever.

3. In all other matters the elevator operator shall not be responsible for delay or damages caused by any cause beyond its control, however or wherever arising.

4. All Users of the elevator, specifically and without limitation, agree to hold harmless and indemnify the elevator operator, 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, 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

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operation at, or use of, the elevator, even if caused by concurrent negligence of the elevator operator, the unseaworthiness of any vessel, and/or because of any preexisting deficiency or defect, hidden or otherwise, of the elevator, 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 misconduct of the elevator operator. All Users of the elevator, specifically and without limitation, further agree to hold harmless and indemnify the elevator operator and its affiliates 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. Any User including the vessel and its owners, charterers, operators and agents, as well as towboat and barge owners and operators shall be liable for the cost of repairs for damage to or destruction of the elevator operator's property or equipment caused by any User, including any extra expenses or loss of revenue to the elevator operator until the elevator operator is able to resume normal course of business. This paragraph C.4. applies at all times, including but not limited to, while the vessel is berthed at the elevator dock and/or during berthing at and/or departing from the elevator dock.

5. A vessel in berth shall, at all times, maintain appropriate officers and crew aboard to vacate the berth or to permit reception of cargo at any time of day or night, including Saturdays, Sundays, and holidays.

6. The elevator operator makes no warranties or representations regarding the depth of water at the berth or adjacent thereto (river conditions being variable). The vessel is solely responsible for determining the depth to which it can be safely loaded for its voyage.

7. The signing of an elevator's mate's receipt by an officer of the vessel shall confirm such vessel has ceased loading operations having utilized all its available cubics to reach vessel's desired draft.

8. If, in the opinion of the elevator operator, the weather conditions so warrant, any vessel in berth may be ordered at any time of day or night to vacate said berth at vessel's risk and expense and anchor in the approved anchorage area until weather conditions permit the vessel to return to berth. Appropriate officers and crew shall be maintained aboard the vessel for this purpose.

9. Upon berthing, vessels shall provide a safe work environment, including but not limited to, sufficient lighting, safe deck access free from dunnage, debris, and/or overhead hazards. If, in the opinion and sole discretion of the elevator operator, conditions so warrant, any vessel in berth may be ordered at any time of day or night to vacate said berth at vessel's sole risk and expense and anchor in the approved anchorage area. The elevator operator has discretion to return any such vessel to the lineup and berth in due course once the cause of the order to vacate has been cured or resolved.

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10 If, in the opinion of the elevator operator, the weather, vessel propulsion, stability problems, or other conditions so warrant, each vessel upon entering, lying at or upon leaving a berth shall be required to make use of enough tugs depending on the size of the vessel, at vessel's risk and expense.

11. All vessels shall use a boarding gangway provided by the elevator operator, when available. A vessel will be held responsible for any damage to gangway during its stay.

12 If a strike or other labor disturbance involving a vessel in berth or awaiting a berth (by vessel crew or otherwise) will, in the elevator operator's judgement tie up or impede operations at the dock, the elevator operator may order such vessel out of berth or may refuse to accept it at the berth. Should a vessel fail or refuse to vacate the berth when ordered to do so, liquidated damages shall be assessed against the vessel and/or vessel owners and agents as provided in paragraph 17 in Part C of this Section III.

13 Vessels shall not "blow out their tubes" in the vicinity of the elevator dock, and any vessel so doing shall be responsible for any claims, governmental or otherwise, made therefor, and in addition shall pay the elevator operator $1,000.00 as liquidated damages.

14. Vessels may be allowed to take on bunkers while in berth, on a case-by-case basis, provided they submit a signed Bunkering Agreement (in the form provided by the elevator operator) in advance. Charges for bunkering are provided in paragraph 16in Part D of this Section III.

15 No delivery of stores to vessels shall be permitted over the dock.

16. Upon presentation of the elevator mate's receipt or upon order of the elevator operator, vessels shall vacate the berth within one (1) hour of completion of loading or order to vacate. Should a vessel fail or refuse to vacate the berth, liquidated damages shall be assessed against the vessel and/or vessel owners and agents as provided in paragraph 17 in Part C of this Section III.

17 Should any vessel fail or refuse to vacate the berth when so ordered, a charge of $9,000.00 per hour for each vessel for each hour, or fraction thereof, that the vessel remains in berth shall be assessed against the vessel and/or its owners and agents as liquidated damages and the parties agree this amount represents a minimum estimate of damages to the elevator operator because of failure to vacate. This charge (which shall be assessed continuously until the vessel vacates the berth, regardless of intervening circumstances) shall not constitute a waiver by the elevator operator of any greater actual damage it may sustain as a result of the vessel's failure or refusal to vacate. Such failure or refusal shall constitute a trespass entitling the elevator operator to compel removal of the vessel from the berth.

18 Should any vessel refuse to sign an unclaused mates receipt presented to it by the elevator operator, liquidated damages shall be assessed against the vessel and/or its owners, operators, and agents as provided in paragraph 17 of this Part C of this

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Section III. Liquidated damages shall accrue from the time the mate's receipt is first presented to an officer of the vessel and shall continue until such time as the mate's receipt is duly signed without exception. Should the failure or delay in executing the mate's receipt result in additional delays to terminal operations, including but not limited to the loss of a pilot, shifting delays, or berth interference, the terminal reserves the right to assess additional liquidated damages and or charges as deemed appropriate, in its sole discretion.

19. The elevator reserves the right to add to the Statement of Facts any applicable rain times and/or other weather-related delays as maintained by the independent Guard Service (employed by the elevator operator), the loading stevedore log or the elevator control room log.

20. Weather permitting, all vessels must arrive at the berth with any holds that are to be loaded into open and ready for inspection. Vessel must maintain continuous readiness to receive cargo from the elevator at full normal rate throughout the entire time in berth and comply with the directions of the elevator management. If, for whatever reason, the vessel does not arrive with holds open, the vessel must dedicate a crew to open holds as soon as the vessel is secured. Any delay in loading caused by the vessel's failure to have holds open for inspection, maintain continuous readiness, or failure to follow directions of elevator management, including rejection of holds upon arrival to the berth, shall subject vessel to a charge of $9,000.00 per hour or fraction thereof. This charge will include delays due to discharge or loading of ballast, fuel or fresh water.

21. All stow plans are to contemplate natural separation. Artificial separations will only be allowed at the discretion of the elevator. If a vessel requires a separation that is not provided for in contract, written notice including the largest hold dimension and proposed stow plan must be provided to the elevator operator 7 days prior to anticipated berthing. Notice received less than 7 days will be subject to a $3,500 charge, at the elevator operator's discretion, provided materials and labor are available for the requested separation.

22. There will be one fifteen (15) minute period allowed for each vessel for checking such items as draft and stability to determine the vessel's cargo requirements. If additional time is needed for this purpose, a second fifteen (15) minute period will be allowed at the rate of $1,250 and will not count as lay time or time on demurrage. Any delays beyond these two (2) fifteen minute intervals will be subject to liquidated damages as provided in paragraph 17 and 20 of Part C of this Section III and will also not count as lay time or time on demurrage.

23. If cargo becomes wet or otherwise damaged as a result of the vessel crew's actions, omissions, or equipment deficiencies, and the vessel does not provide adequate personnel or suitable equipment to remove such cargo in compliance with FGIS regulations, the elevator may, at its sole option and without obligation, supply a crew to remove the affected material. The number of crew members will be determined solely by the elevator. Such services will be billed to the vessel and/or its owners and agents at $4,000.00 per hour for each hour or fraction thereof during which removal is performed. All additional costs incurred—including, but not

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limited to, equipment rentals, materials, and disposal fees—will be charged separately. Nothing in this provision shall relieve Users from responsibility for actual damages or any liquidated damages stipulated elsewhere in this Tariff, including but not limited to Paragraph 17, Part C, Section III.

24. At no time while a vessel is in berth shall a member of such vessel's crew be permitted or allowed to work on the vessel from the elevator dock.

25. The elevator reserves the right to interpret and apply this Tariff at its own discretion.

D. Port Charges

1. The following dockage charges shall be assessed against and be payable by all vessels for each berthing and shall apply during the time the vessel is tied alongside the dock, whether working or not:
   a. $4.00 per gross registered ton for the duration of the loading time of the vessel. Tanker or Tween Decker vessels will be assessed an additional charge of $1.85 per gross registered ton for each 24 hour period, or fraction thereof, in excess of 72 continuous hours in berth.

   b. Minimum dockage charge on any vessel is $35,000.00

   c. Dockage charges will be assessed based on the G.R.T. shown on the vessel's International Tonnage Certificate.

   d. $25,000 contingency fee to account for unforeseen charges that may arise.

2. The following rates will apply for tug service as regulated by paragraph 13 of Part A of this Section III:

Tug Assist Services

Normal Docking/Undocking/Shifting	$5,292.50 per tug
GRT Charge	$40.15/ 1,000 GRT*

Other Tug Services

GRT Charge	$40.15/ 1,000 GRT*

Other Related Services

Standby Time	$1,900.00 per tug per hour
Hold-In Tugs	$1,900.00 per tug per hour
Reporting Charge	$5,292.50 per tug
All Other Tug Services (not covered above)	$1,900.00 tug per hour

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High Water Surcharge	At elevator operator's discretion
Fuel Surcharges (if any)	Rate in effect at time of berthing *Rounded up to nearest 1,000 GRT

An additional charge of 20% per tug will apply on the following designated holidays. New Year's Day, Mardi Gras, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, All Saint's Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Holidays falling on a Saturday or Sunday shall be observed on the preceding Friday or following Monday.

All vessels will be required to deposit funds sufficient to cover the use of three tugs for entering the berth and leaving the berth as well as funds to cover any additional anticipated tug usage. The elevator operator also may require a deposit of funds sufficient 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. The elevator operator will timely return any amount of the deposit in excess of charges actually incurred by the vessel.

3. All shifting costs incurred coming in and out of the berth or shifting within the berth shall be borne by the vessel unless otherwise agreed upon in writing in advance by the elevator operator.

4. Potable water will be supplied from shipside connections at master's request when available, by arrangement only, and at a charge of $5.00 per short ton, with a minimum charge of $1,000.00. The elevator operator assumes no liability for the quality of the water.

5. Vessels shall take all reasonable steps to minimize dust emissions during loading, including the use, where feasible, of dust-arresting tarpaulins. A charge of $400.00 for rental of such dust-arresting tarpaulins will be assessed against and payable by all vessels and/or their respective owners and agents, which shall be responsible for their proper use.

6. On those vessels requiring machine or spout trimming at a reduced rate into wing spaces or bleeders due to stowage, stability, etc. a charge of $4,500.00 per hour or part thereof will be assessed during the time such trimming takes place. This is in addition to all other charges contained in this Tariff. Machine trimming will be performed only at the discretion of the elevator operator. Hand trimming is not permitted.

7. Should vessel owners, agents, or the National Cargo Bureau request tractoring, there will be a charge of $1,000.00 per hold. Additionally, the overtime rate will apply for each hour worked.

8. The elevator operator's equipment is fully capable of loading a full feed on three loading spouts at all times. For those vessels whose loading sequences and/or stowage require one spout loading or loading at a reduced rate, a charge of

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$4,500.00 per hour or part thereof will be assessed during the time such loading takes place.

9. On those vessels requesting that artificial separations be built, a charge of $1,000.00 per hour or part thereof will be assessed during the time such building of separations takes place. This is in addition to all other charges contained in this Tariff.

   The vessel is responsible for providing qualified personnel necessary to operate vessel equipment, including but not limited to, operating vessel cranes and hatch covers in the assistance of putting separation materials on the vessel. The elevator may charge for delay of loading and suspend lay time for any delay in loading due to insufficient personnel to operate vessel equipment. If local service providers are hired to operate vessel equipment, vessel must notify elevator management in advance identifying the service provider and what services will be performed. If an employee of the elevator is used to operate vessel cranes, an additional charge of $5,000 per separation will be assessed. If the elevator is required to use the elevator's loading spout hoist to move separation materials, a charge of $9,000 per separation will be assessed.

10. On those vessels lifting a total cargo of less than 5,000 L/T, a charge of $1.50 per long ton will be assessed based on the quantity difference between 5,000 L/T and actual lift. This is in addition to all other charges contained in this Tariff.

11. Vessels having pontoon hatch covers shall be assessed a charge of $1.00 per long ton of cargo loaded. This is in addition to any and all other charges contained in this Tariff.

12. Electric current for power and lighting purposes from shipside plug receptacles will be supplied when available, by arrangement only.

13. Mooring lines will be handled only by authorized line handlers who comply with the elevator's safety regulations, and who are authorized in advance by elevator management. Each time the lines are handled by the line handlers on the dock, vessels equal to or greater than 50,000 dead weight will be charged $2,450 and vessels less than 50,000 will be charged$1,250. All standby time and incidental charges of linesmen shall be for the account of the vessel and/or its owners and agents, and assessed at a fractional rate. Arrangements for line handling will be coordinated by the vessel's agent and the elevator control room.

14. a. Elevator overtime will be performed only at the discretion of the elevator operator and the charges therefore shall be assessed against the vessel and/or its owners and agents unless accepted by the charterer or shipper. Charges for elevator plant overtime shall be:

   All Hours: $1,300.00 / hour

   Such overtime hours shall include Saturday, Sunday, holidays, and all hours on other days except straight-time hours, which are those hours between

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8:00 a.m. and noon and between 1:00 p.m. and 5:00 p.m. Mondays through Fridays.

b. Overtime charges of the Federal Grain Inspection Service (see Part C of Section II – Terms and Conditions) shall be assessed against the vessel and/or its owners and agents unless accepted by the charterer or shipper. Such overtime hours shall include Saturday, Sunday, holidays and all hours on other days except straight-time hours, which are those hours between 8:00 a.m. and noon and between 1:00 p.m. and 5:00 p.m. Mondays through Fridays.

c. Tariff Holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	All Saints Day
Presidents Day	Veteran's Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	New Year's Eve
Independence Day	Labor Day

and any other days designated as holidays by the United States, the State of Louisiana, St. Charles 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 holidays fall on Saturday, the preceding Friday will be observed as a holiday, and any holiday if any falls on a Sunday, the following Monday shall be observed as a holiday.

15. A charge of $850 per day or fraction thereof will be assessed to all vessels for use of the elevator dock gangway. If the configuration of the vessel requires a leased gangway, charges will be for the vessel's account in addition to the use of the elevator gangway. Vessels will be held responsible for any damage to the dock gangway relating to such use.

16. A charge of $2,000 will be assessed to all vessels allowed to Bunker while in berth at the elevator's discretion.

17. A charge of $500 will be assessed to any gate list addition made after the initial berthing of the vessel.

18. a. Terms are automated clearing house ("ACH") or cash (with elevator's consent), all charges being due and payable as they accrue. There shall be, deposited with the elevator operator at the time of the Application for Berth, a sum determined by the elevator operator for all estimated services to be rendered in accordance with the terms of this Tariff. If such deposit is not made, the elevator operator reserves the right to refuse acceptance of said Application of Berth. All charges more than the deposit are due and payable upon completion of loading the vessel. Any payment received may be

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applied in whole or in part against the oldest outstanding invoices. Additionally, any deposit in excess of the amount due for services rendered and liquidated damages as set forth herein, may be held by the elevator operator in an amount sufficient to cover any damage done by the vessel, its crew or its agents or licensees to the elevator, its dock and/or equipment in full or partial satisfaction of the amount found necessary to effect repairs to the elevator, its dock or equipment which repairs are set forth in any joint survey performed, and any and all liquidated damages due under this Tariff whether or not an invoice has been issued therefor. The right to retain the deposit shall be in addition to any other security posted or required to be posted by or on behalf of the vessel, its owners, charterers, agents, operators, underwriters and/or insurers. Failure to pay when presented shall cause the name of the User to be put upon a "delinquency list," and at the discretion of elevator management, Users appearing on said list may be denied further use of the elevator. Invoices not paid within the 30 day net due period will be assessed a 1½% service charge per 30 day period or fraction thereof. Vessel and its owner will be responsible for all costs and expenses (including attorney's fees) incurred by elevator in connection with any unpaid amounts.

b. The elevator operator shall make timely refund where the deposit exceeds the charges for services rendered and liquidated damages or any other amounts set forth herein.

Any pending or alleged claims against the elevator operator will not be allowed as an off-set against outstanding invoices or accrued charges until such claims have been allowed or legally established. Regular and usual procedure must be followed in respect to such claims against the elevator operator, and prior to their allowance, they shall constitute no valid reason for non-payment of charges nor for modification of the provisions hereof.

19. The charges and regulations for access to and use of the facilities and the conduct of stevedore operations at the elevator are set forth in standard forms of agreement with individual stevedores. Copies of such agreements will be furnished by the elevator operator upon request.

This Tariff is subject to all laws and regulations imposed by Federal, State, Parish and Municipal authorities.

BUNGE NORTH AMERICA, INC.

BY: ______________________________

Kyle Greer
FACILITY MANAGER

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