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January 21, 2014

**TO OUR CUSTOMERS, TERMINAL USERS, VESSEL OPERATORS, CHARTERERS,
SHIPPERS, AGENTS AND WHOM IT MAY CONCERN**

Re: Columbia Grain, Inc. - Grain Elevator Tariff No. 2, (25th Revision)

Dear Sir/Madam,

We enclose herewith a copy of Columbia Grain's Tariff No. 2, 25th Revision, which takes effect on February 1, 2014.

If you have any questions regarding the revised tariff or our services, please do not hesitate to contact the undersigned.

Sincerely,



Amer Y. Badawi
Vice President



COLUMBIA GRAIN, INC.

GRAIN TARIFF NO. 2

EFFECTIVE: February 1, 2014

CANCELS TARIFF NO. 1

RATES, RULES AND REGULATIONS

applying at

COLUMBIA GRAIN ELEVATOR

PORTLAND, OREGON

Issued: January 21, 2014

Effective: February 1, 2014

Issued by
Columbia Grain, Inc.
1300 S.W. Fifth Avenue, 29th Floor
Portland, Oregon 97201



COLUMBIA GRAIN, INC.

1300 S.W. Fifth Avenue, Portland, Oregon

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1 NOTICE TO PUBLIC

This tariff, published and filed in accordance with legal requirements, is due notice to the public, to shippers and to carriers, that the rates, charges, rules and regulations herein apply to all general traffic without specific notice, quotation to or arrangement with shippers or carriers, except as hereinafter be specified. **The use of the facilities and services, as mentioned herein, shall constitute a consent to the terms and conditions on this tariff and evidence of an agreement on the part of all users of such facilities and services to pay all charges specified herein and be governed by all rules and regulations printed in this tariff.**

2 APPLICATION OF RATES

Rates, charges, rules and regulations named in this tariff and additions, revisions or supplements thereto shall apply on all grain received at Columbia Grain Elevator, Terminal No. 5, Portland, Oregon (the "Elevator"), facility of Columbia Grain, Inc., Portland, Oregon (The "Company"), and apply on commodities in bulk only, on and after effective date of this tariff or effective dates of additions, revisions or supplements thereto.

3 RATES SUBJECT TO CHANGE

Rates, charges, rules and regulations involving labor are predicated on straight time labor rates under ordinary labor and traffic conditions and are subject to increase without notice, except as required by law, when altered conditions necessitate tariff changes.

4 RESPONSIBILITY OF WAREHOUSEMAN

The Company will not be responsible for any loss or damage caused by frost, heat, dampness, flood, leakage, the elements, evaporation, natural shrinkage, wastage or decay, birds, animals, rats, mice or other rodents, moths, weevils or other insects, leakage or discharge from sprinklers or fire protection system, collapse of building or structures, breakdown of plant or of machinery or equipment, or by floats, logs or piling required in breasting vessels from Wharf; nor will it be answerable for any loss, damage, or delay arising from insufficient notification or from war, insurrection, Acts of God, shortage of labor, combination, riots or strikes or any persons in its employ or in the service of other or for any consequences arising there from; further, the warehouseman will assume no responsibility



for concealed damage, leakage, variation in weights, or for losses in weight by reason of defective or insufficient containers, whether occurring while grain is in storage or is being handled, or for failure to detect or remedy same, and further will not be responsible for any other cause not reasonably within its control.

RIGHT OF TRANSFER: This warehouseman reserves the right to transfer commingled stored grain at his or her expense for which receipts have or have not been issued, to another licensed warehouse for continued storage, subject to terms and conditions prescribed by the Secretary of Agriculture. The owner of the grain will receive delivery at this warehouse unless mutually agreeable arrangements are made.

5 DEMURRAGE, DELAYS AND WAIVER OF CHARGES

The Company does not undertake to receive, unload, load, handle, or deliver grain within any particular time period. Conveyances will be received and loaded or unloaded in regular turn on arrival except as provided in items 11 and 27.

In furnishing the services of ordering, billing out, loading and unloading cars, and of handling grain and other commodities to or from vessels, no responsibility for any demurrage whatsoever on either cars, trucks or vessels will be assumed by the Company; nor will delays in loading, delivery and handling, arising from, or combination of, riots, strikes or lockouts of any persons, in its employ or in the service of others or arising from any other cause not reasonably within the control of the Company, entitle owners, shippers, consignees, or carriers to waiver of storage or of any other expense or terminal charge that may be incurred.

6 INSURANCE

Unless otherwise specified under individual items, all grain accepted for storage is insured at current market values against loss by fire, internal explosion, lightning, windstorm, cyclone or tornado, from the time it is received into the elevator, and such insurance will remain in effect until the grain is delivered from the elevator.

7 WEIGHING AND INSPECTING

The Elevator facility covered by this tariff is operated as a tidewater terminal grain



warehouse and all services of weighing, sampling and inspecting are performed by the United States Department of Agriculture, Federal Grain Inspection Service, except trucks which are weighed under supervision of personnel licensed by the United States Department of Agriculture under the authority of United States Warehouse Act and regulations. Inspection shall be in accordance with the standards fixed and established under the United States Grain Standards Act. The Company will not be responsible for alleged variations in the weights and grades established by the United States Department of Agriculture, Federal Grain Inspection Services. Fees for weighing, sampling, and inspecting, either on a straight time or overtime basis, as fixed by the Federal Grain Inspection Service, are in addition to the charges specified in this tariff, and will be assessed directly against the owner of the grain by the Federal Grain Inspection Service, but if these charges are assessed to or paid by the Company, such payment will be for the account of the owner of the grain or the party ordering the grain handled.

8 BASIS OF CHARGES

All charges are based on weights furnished by the United States Department of Agriculture, Federal Grain Inspection Service. On bulk grain received or unloaded into the Elevator, the gross in-weight shall be used in assessing wharfage, elevation, cleaning and storage charges. The gross out-turn weight of bulk grain shall be the basis for the assessment of loading out charges. Storage on grain cleaned and remaining in storage after the close of run shall be assessed on the basis of the weight of the clean grain.

9 TERMS

Terms are cash with all charges and advances being due and payable as billed. In case of delay or failure to make payment of charges or liquidated damages due to the Company or to a subsidiary or affiliated company, the Company reserves the right to demand payment of charges in advance or to require posting a bond to secure payment of charges and liquidated damages before a vessel will be permitted into berth or before grain or any freight will be delivered to the vessel. Any claims against the Company will not be allowed as an offset against outstanding invoices or accrued charges until such claims have been admitted by the Company or legally established. Amounts due the Company shall bear interest commencing 30 (thirty) days from the date of invoice, at a rate 2.5% over the effective prime rate prevailing in New York unless the resulting rate is beyond that permitted to be charged to the account debtor under the laws of the State of Oregon. In such case, interest at the maximum lawful rate under the laws of the State of Oregon will be



charged on all monies due or invoices issued by the Company for services rendered pursuant to this tariff.

10 RIGHT RESERVED TO REFUSE GRAIN

The Company, in its sole discretion, reserves the right to refuse, without responsibility attaching for any loss, damage or demurrage that may be incurred, any grain, which, in the judgment of the Company is un-merchantable or in unfit condition for handling or storage, or grain for which arrangements for handling or storage have not been made in advance of arrival of the grain.

11 PREFERENCE UNLOADING

Whenever, in the judgment of the Company, it is deemed that conditions necessitate, right is reserved to give preference to the unloading into the facilities of those conveyances containing commodities for which elevator accommodations or outbound transportation is first available, without liability to the Company for loss, damage or demurrage that may be incurred because of such order of unloading.

12 STORAGE OF SMUTTY GRAIN CONDITIONAL

Grain containing smut, as determined by the Grain Inspection Department, will be subject to item 10.

13 SAMPLE GRADE

Subject to provisions of item 15, bulk grain graded as "sample grade" will be stored in special bins, at owner's expense, unless storing with other grades is authorized by the owner or owners and consented to by the Company.

14 BINNING

In the absence of written instructions for special binning (see item 15), grain will be stored in bins containing the same kind and grade of grain regardless of ownership.



15 SPECIAL BINNING AND PRESERVING IDENTITY

Providing arrangements for receiving, unloading and storing have been made in advance of arrival of grain (see item 10) and space in elevator, permits, grain may be accepted for storage in special bins only providing such grain is in sufficient quantity to fill an entire bin or, if not, owner of such grain will assume charges for full bin storage capacity (see note this item) at respective rates for storage named in item 42 from the date the first grain is placed therein until last withdrawal there from.

Grain stored or binned in special bins is at owner's risk for loss in weight or grade.

Note: U.S. Standard Weights and Measures will be used as weight per bushel for the basis for computing capacity of bins for storage of all grain.

16 TRANSFERRING BIN TO BIN

Grain will be transferred from bin to bin whenever in the opinion of the Company such action is necessary to obtain the benefit of the full storage capacity of the elevator. (See item 46)

17 CLEANING AND TURNING

All cleaning and turning of grain is at the discretion of the Company for the account of the owner and any resulting shrinkage or loss in weight of grain must be borne by the owner.

Turning:

Turning by transferring will be performed when requested in writing at owner's expense. (See item 46)

Cleaning:

Grain will be cleaned or separated when necessary to conserve bin space or when in writing requested by owner at owner's expense. (See item 45)



18 RIGHT RESERVED TO TERMINATE STORAGE

The Company reserves the right to terminate storage and to order the removal of any grain which from its inherent nature or otherwise may, in the judgment of the Company cause damage to other grain or become offensive to the premises. Such grain not removed by the owner within the time specified in notice to remove may be removed and placed in storage elsewhere (in grain storage or other type of facility) by the Owner at the expense and risk of the owner.

19 WITHDRAWALS EFFECTIVE

Withdrawal orders must take their turn and shall not become effective until such order and the receipts represented thereby, properly endorsed, have been received by the Company.

20 ADVANCING TRANSPORTATION CHARGES

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

21 WAREHOUSE RECEIPTS

Subject to item 20, warehouse receipts will be issued to owners of grain at time grain is received. Delivery of grain will be made only upon written order of owner and surrender of warehouse receipts properly endorsed and payment of all accrued charges.

22 ELEVATOR AND LABOR OVERTIME PENALTY TIME

All rates named in this tariff for services involving labor are based upon the payment of labor at basic straight time wages and the performance of such services on days or during hours when basic straight time scale applies. When any services are performed on Saturdays, Sundays or union holidays or during hours when payment of overtime, penalty time or the payment of wages for a minimum number of hours is necessitated, rates for such



services will be subject to advance arrangements (see item 42) except that elevator and labor overtime and penalty time involved in loading or unloading of ocean vessels will be assessed the vessel at rates provided in item 43. All work over six hours in one day and work between 5:00 p.m. and 8:00 a.m. and all work Saturdays, Sundays and holidays shall be designated as overtime.

Regardless of the number of men working on the vessel or in the elevator, the rates in Item 43 which are in addition to other applicable tariff charges, will be charged the vessel for all overtime and penalty hours worked, and if the vessel works anytime on Saturdays, Sundays, holidays or night shifts (subject to stop-work conditions that affect overtime hours), an 8-hour minimum of overtime will be charged the vessel. Overtime charges on such days will start accruing at 8:00 a.m. on the day shift and 6:00 p.m. on the night shift. Any day defined as a holiday under the West Coast ILWU-PMA Labor Agreement, and the 5th of July, shall be recognized as a "holiday" in this tariff.

23 RIGHT TO REFUSE OVERTIME SERVICES

The Company reserves the right to refuse services involving overtime, penalty time or payment of wages for a minimum number of hours unless furnished with written orders authorizing the service and guaranteeing the additional expense. Such expense will be assessed against the party or parties authorizing same. Notwithstanding the foregoing, the Company reserves the right to refuse to work overtime, even though requested, at its own discretion.

24 RIGHT TO PERFORM OVERTIME SERVICES

Whenever in the judgment of the Company, it shall be deemed necessary to perform on overtime any services in connection with loading, unloading, handling, cleaning or processing of grain, right is reserved to perform such services and to order weighing and inspection by grain inspectors in the name of and at the expense of the owner of the grain.

25 CONTINUOUS VESSEL LOADING OR UNLOADING

The Company reserves the right to require continuous loading or unloading of grain to or from ocean vessels through twenty-four hours per day. All overtime or penalty time accruing during such loading or unloading is for the account of the vessel. (See Items 22, 27,



30 and 43)

26 STANDBY AND LOST TIME

When the Company is required to order labor for a specific service and for a stated time and through no fault or inability of the Company, the services may not or cannot be started and standby time of labor is incurred, or when services in progress are delayed through fault of others for periods of or exceeding fifteen consecutive minutes, the full cost of labor for the extent of time lost will be assessed, plus 35%, except that the provisions of this item do not apply to standby time related to the loading or unloading of ocean vessels.

When labor is ordered for the account of the ship, its owner or charterer, and when such labor fails to report to work at 0800 hours for day shift or 1800 for night shift, for no fault of the Company, a minimum of 8 hours of elevator standby shall be charged to the ship.

When standing by during loading to facilitate a vessel's trim, stability, load rotation, and/or hatch cover/uncover events, for the purpose of calculating laytime interruptions for same, standing by periods, as may be applicable, shall be prorated by the number of spouts for which labor is ordered regardless of the number of vessel's holds/hatches.

27 BERTHAGE

A. Prior to occupying the Elevator berth, vessels or their appointed agent must apply, in writing, to the office of the Company, 1300 SW Fifth Avenue, 29th Floor, Portland, Oregon 97201, for permission to occupy the berth. Vessels berthing at the Elevator are subject to dockage rates, charges, rules and regulations as contained in the applicable tariffs of the Port of Portland, Portland, Oregon.

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

1- Certificate issued by the National Cargo Bureau and Certificate of Stowage Examination issued by the United States Department of Agriculture, Federal Grain Inspection Services, showing vessel is passed to load in all compartments to be used for grain cargo.

2- Berth Application, form Rev. 05/11 CG50 (attached to this tariff), with **Cash Advance** payment (unless other forms of payment has been accepted in advance by The Company), must be filed no later than time of tendering a valid Notice of Readiness.



3- Evidence that the vessel has been entered at the U.S. Customs House.

4- Evidence that the vessel has been accepted by Charterer or has permission from the Charterer to commence loading.

5- If applicable and requested, certificate showing that its cargo handling gear meets the standards set forth by the Secretary of Labor's Safety and Health Regulations for Longshoremen.

6- Tankers and oil/bulk/ore carriers will further be subject to provisions of Item 28.

B. The filing of the Berth Application signed on behalf of the vessel shall constitute a contract including the following terms:

1- The vessel owner(s)/Master/ operator(s) agree to abide by the charges, rules and regulations of this tariff.

2- Delivery of grain shall be considered complete at the end of the Company's loading spout.

3- Master of the vessel or his duly authorized representative shall upon completion of loading release to the Company's representative signed written evidence (Mate's Receipt) of the receipt on board vessel of the commodity, according to the elevator's description and tally, without qualification for unpaid freight or conditions after receipt from the loading spout.

4- Despite the issuance of the certificates called for above, should there be at any time before or during loading a determination made by the official responsible for issuing certificates that the vessel is not in suitable condition to be loaded, then at the discretion of the Company the berth assignment may be withdrawn and vessel refused a berth or, if in berth, ordered to vacate; in such case the receipt required under the preceding paragraph for the grain loaded shall, upon request of the Company be delivered. An order to vacate hereunder shall not excuse the vessel from any costs or damages to the Company resulting from such interrupted loading.

C. The Company reserves the right to refuse berthage, to alter the turn of vessels to be loaded or to require the vessel to vacate or change berth whenever confronted by urgent need to receive or ship a particular grade or type of grain or to facilitate conditions at the



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

D. In the normal course of operation, all vessels are required to arrive at the berth within one hour of commencement of loading and to depart from the berth within one hour of completion of loading, unless a written request has been submitted to the Company for the vessel to remain at the berth beyond one hour after completion of loading and permission thereto has been granted, in advance. Failing which, a "dead-berth" charge of \$5,000 per hour shall be charged to the vessel for each and every hour, or any part thereof, following the required arrival or departure time, as the case may be and until the time of the vessel's arrival or departure rounded to the end of the hour.

E. Furthermore, whenever a vessel is unable or refuses to load and one or more vessels are waiting for the berth, the elevator operator may order the vessel to vacate the berth within one hour after notice to vacate is given to the vessel's owner(s), Master, Mate or agent(s). Notice to vacate the berth will be given in writing during regular office hours under normal circumstances, otherwise such notice may be given verbally to the Master, Mate or agent(s). If a vessel refuses or fails to vacate the berth within one hour after the notice to vacate is given, the Company shall be entitled to charge the vessel and recover, as liquidated damages, \$5,000 per hour for each hour of each calendar day from one hour after the notice to vacate until vacation of the berth occurs. Application for and use of the berth shall constitute agreement of the vessel that the foregoing amount of liquidated damages accurately reflects the loss to the Company from inability to use the berth for loading. The Company's right to recover liquidated damages shall not impair its right to compel removal of the vessel from the berth by any lawful means nor constitute a waiver by the Company of any greater actual damages (including special or consequential damages) it may have sustained as a result of the vessel's refusal or failure to vacate the berth.

If a vessel fails or refuses to vacate the berth when ordered by the Company to do so, the Company may cause removal of the vessel from the berth by any lawful means, and shall be entitled to recover from the vessel owner(s)/Master/operator(s) all expenses incurred in doing so. The Company shall not be responsible for any damage to or loss of the vessel in the course of removing a vessel from the berth after the vessel has failed and refused to



vacate the berth pursuant to the order of the Company in accordance with this tariff.

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

Vessels in berth shall at all times maintain appropriate officers and crew aboard to permit receipt or delivery of cargo at any time of the day or night.

Berthing of vessels at the grain berth not engaged in loading cargo will be at the discretion of the Company and then only with the express understanding that vessels will move their position for vessels for cargo.

G. There shall be no work or repair of any nature on a vessel in berth when such work or repair involves welding, burning, scraping, or any "hot" work nor any work or repair where there is a possibility of flame or sparks unless prior express written approval is obtained from the Company. The vessel owner(s)/Master/operator(s) shall be held fully responsible for any violation of this regulation.

Responsibility to provide and maintain safe access to and from the vessel shall be the responsibility of the vessel.

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

Vessels shall not "blow out their tubes" in the vicinity of the elevator dock. The vessel owner(s)/Master/operator(s) shall be held fully responsible for any and all fines, losses and/or damages resulting from violation of this tariff item.

H. Upon presentation of Notice of Readiness, vessel must in all respects be ready and available at all times to load at the Company's berth upon order. If the vessel fails to berth within 2 hours of order to berth by the company due to failure to perform, being at or declaring to go to another berth, the original Notice of Readiness will be deemed null and void and a new Notice of Readiness will be required when the vessel become available for the Company's berth.

I. In the course of loading, vessels will be allotted up to three 15-minute periods for draft surveys for stability calculations for the entire shipment. Any delay or interruption of loading



by the vessel in excess of the allotted three 15-minute periods used for draft survey or calculation of stability shall be charged to the vessel at the rate of \$500 for each additional 15-minute increment or any fraction thereof.

J. All expenses for turning and/or hauling the vessel as may be required for the continuation of loading, including but not limited to cost of tugs, linemen and pilot services, and time used for same shall be for the account of the vessel.

K. Shifting time and costs for vessels berthing and unberthing shall be for the account of the vessel.

L. Line-handling in mooring and unmooring of vessels, when done by The Company, shall be charged at the rate of \$2,000 per event.

M. Pilot Transport Launch, if required, and when provided by The Company, shall be charged at the rate of \$3,000 per berthing event.

N. Vessels are required to make all Cement Lids, as on board, readily removable and the hatch openings accessible for loading, otherwise standby time to detach Cement Lids will be considered as "dead-berth".

28 BERTHAGE; TANKERS AND OIL/BULK/ORE CARRIERS

All tankers and oil/bulk/ore carriers presenting themselves to load at the elevator, in addition to the certificate issued by the National Cargo Bureau must also obtain Certificate of Stowage Examination issued by the United States Department of Agriculture showing all compartments ready to receive grain and a Marine Chemist Certificate issued by a recognized Laboratory showing that all spaces are Safe and Free of Contaminating gases or odor in accordance with the "Standards for the Control of Gas Hazards on Vessels to be Repaired" adopted by the National Fire Protection Association.

Should the vessel be delayed in loading due to congestion/delays at the elevator between the time of filing a Berth Application and commencing to load, new passes may be required prior to the vessel being permitted to dock and commence loading. During the course of the loading operation, should the loading cease or be interrupted due to petroleum odor emanating from the vessel/vessel's compartments or any other reason attributable to the condition of the vessel or its suitability to receive grain the vessel owner(s)/ Master/operator(s) will forthwith:



- (1) Immediately remove the vessel from the loading berth at the owner's expense.
- (2) Issue Clean Mate's Receipts for the cargo already loaded.

Vessel owner(s)/Master/operator(s) will guarantee the above in writing on filing their Berth Application and by failing to do so will result in the vessel not being permitted to berth.

In addition, the vessel owner(s)/Master/operator(s) will ensure that the vessel will be so loaded so that she remains in safe seaworthy trim throughout the loading operation to permit shifting out of the berth should it become necessary due to the above. In the event the vessel shall not promptly leave the elevator berth when so ordered in accordance with this tariff, any cost, attorney fees and expenses in connection with the moving of the vessel shall be for the account of the vessel owner(s)/Master/operator(s) and the full risk of the vessel owner(s)/Master/ operator(s).

In addition, the vessel owner(s)/Master/operator(s) shall be responsible for any and all damages to the elevator and/or supplier(s) by reason of the vessel's failure to vacate the berth when ordered.

29 BERTH DAMAGE

The vessel shall assume the Company's berth in a safe and workmanlike manner and, once berthed, shall at all times remain properly and tightly moored. The Owner(s)/ Master/Operator(s) of the vessel agree to reimburse or be charged by the Company for the actual cost of repair of any physical damage caused by the vessel to the docks, pilings or any other portion of the terminal facilities plus all costs of collection including attorney's fees, survey fees and expenses incidental to making the repairs and collecting charges due under this provision. In the event of legal proceedings by the Company to recover damages under this provision, the Company shall be further entitled to recover its expenses incurred in such proceedings, including attorney's fees in any trial court and on any appeal.

30 REMEDIES FOR ENFORCEMENT OF TARIFF

The Company shall have all remedies available to it by law, in equity or under maritime law to enforce the rules and regulations of this tariff and to collect charges and liquidated damages due under this tariff, including but not limited to a maritime lien against the vessel



for such charges or liquidated damages. In the event of any legal proceedings to enforce any provisions of this tariff or to recover any charges or liquidated damages due under this tariff, the Company shall be entitled to recover its expenses incurred in such proceedings, including attorney's fees in any trial court and on any appeal.

31 SHIPPERS' REQUEST AND COMPLAINTS

Requests and complaints from shippers on matters relating to rates, rules, and regulations contained in this tariff must be made in writing to Export Manager, Columbia Grain, Inc., 1300 S.W. Fifth Avenue, 29th Floor, Portland, Oregon 97201.

32 STEVEDORE AGREEMENT - LOADING AND TRIMMING

All stevedoring services performed at the Elevator must be assigned by and arranged through the Company at the following rates and conditions:

- Loading grain in bulk to a self-trimming bulk carrier: \$1.47 per metric ton.
- Installation of normal plywood and tarp separation: \$7,950 each separation.
- Additional labor and/or costs for loading other than grain in bulk such as ship stores, removal and placement of pontoon or wire-pull hatches, crane operations, leveling of grain prior to installation of separation, trimming, turn-away gang, extra labor for tanker operation, other services, standby for vessel "Health and Safety" based on ILWU/PMA Code, and/ or settlement of ILWU "In-Lieu-Of" claims, if any, shall all be charged at cost plus 20%. Other services shall be provided as mutually agreed.
- Rates are based on ILWU/PMA Wages and Assessments on effective date of this tariff. Any adjustment in ILWU/PMA Wages and Assessments may be applied.

The Company reserves the right to refuse berthing if this condition is not met.

33 SERVICE AND FACILITIES CHARGE

1. **Definition:**

Service and Facilities Charge is the charge assessed ocean vessels, their owner(s)/Master/operator(s), which receive or discharge cargo at the terminals for the use of the terminal working areas in the receipt or delivery of cargo to or from ocean vessels and for services in connection with the receipt, delivery, care, custody and control of cargo



COLUMBIA GRAIN, INC.

1300 S.W. Fifth Avenue, Portland, Oregon

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required in the transfer of cargo between ocean vessels and shippers, their agents or connecting carriers.

Note: Service and Facilities Charge does not include any handling, loading or unloading operations, nor any labor other than that which is involved in performing the services, nor any services or facilities the charges for which are included in the other individual charges. The full amount of such charges shall be billed to and paid by the vessel, its Owner(s)/Master/Operator(s) to the Company.

2. Total cargo transferred to the vessel shall be the basis for calculating service and facilities charges at the following rate per short ton. (See notes 1 through 3):

<u>VESSEL CLASSIFICATION</u>	<u>RATE PER SHORT TON</u>
Self-Trimming Bulk Carriers	\$2.50
Non-Self-Trimming Bulk Carriers:	\$3.20
Tankers:	\$5.40
Multi-Deck (Tween-Deck) Vessels:	\$4.70
Vessels Stowing Less Than 1,500 Short Tons:	\$6.70

NOTE 1:

Vessels not in the above categories may be berthed at the Company's and subject to rate negotiation.

NOTE 2:

Non self-trimming bulk carriers shall be any bulk carrier type vessel using any type or amount of trimming and/or panning.

NOTE 3:

The above rates are for wheat, corn, barley, soybeans and yellow grain sorghum (Milo). All other bulk agricultural commodities, including processed commodities, shall be subject to an additional charge of \$0.50 per short ton on the entire cargo loaded at the Company's berth.

NOTE 4:

The Company will require the vessel to pay an estimate of these and any other applicable tariff charges plus a contingency fee of up to 25% prior to its acceptance of the vessel's application for berthing at its dock, unless other payment arrangements satisfactory to the



Company are made.

NOTE 5:

Notwithstanding any rates herein, an additional \$2,250.00 per hour shall be assessed against Tankers loading grain at the Company's berth from the beginning of the first shift of loading until the end of the last shift of loading.

34 OTHER VESSEL CHARGES

- Vessels utilizing stowage method known as "bundling" while on berth shall be subject to an additional charge of \$1.10 per short ton on the entire quantity loaded at the Company's berth.

- Vessels requiring stowage of cargo through "wing tank" openings shall be subject to an additional charge of \$0.60 per short ton on the entire cargo loaded at the company's berth.

- Vessels equipped with other than fully hydraulic hatch covers (i.e. pontoons, wire-pull or chain-pull covers) shall be subject to an additional charge of \$0.60 per short ton on the entire cargo loaded at the Company's berth.

- When the Company loads on a vessel a cargo of like commodity and quality of that loaded at other berth(s), the Company will only be responsible for "topping-off" a maximum of the number of holds based on the percentage of the cargo loaded at the Company's berth. Any vessel requiring to "top-off" more holds than the prorated percentage of cargo loaded at the Company's berth shall be assessed an additional charge of \$0.60 per short ton on the entire cargo loaded at the Company's berth. The Company shall have the sole discretion in "topping-off" holds at its berth whenever it deems it unnecessary. For the purpose of this tariff "topping off" shall include the act of completing and/or leveling holds, tanks or any cargo compartment to the maximum intake.

- When weight certificate(s) for cargo loaded at the Company's berth are required to be by individual hatch, or otherwise called "hatch-weights," an additional charge of \$0.60 per short ton shall be assessed to the vessel based on the entire cargo loaded at the Company's berth.



35 VESSEL DOCKAGE

A. DEFINITION:

The charge assessed against the ocean vessel, its owners or operator(s) for berthing at a wharf (berth), piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

B. BASIS FOR ESTABLISHING THE VESSEL'S GRT:

Dockage charges shall be calculated based on the vessel's metric Gross Registered Tonnage (GRT) as published in "Lloyd's Register of Ships". Vessels must provide copy of certificate of registry or other appropriate documentation as evidence for the correct GRT measurement when requested by the Company.

C. DOCKAGE CHARGE - HOW CALCULATED:

Dockage charge of up to 72 consecutive hours for a "bulk carrier" classed vessel shall be assessed at the following rates:

- Vessels GRT up to and including 25,000: \$3.40.
- Vessels GRT over 25,000 up to and including 35,000: \$3.30.
- Vessels GRT over 35,000: \$2.95 per GRT.

Each additional period of 24 consecutive hours or fraction thereof beyond the first 72 consecutive hours of a vessel's initial berthing, or from its return to the berth, as the case may be, shall be assessed at \$0.95 per GRT.

The period of time by which dockage duration will be assessed shall commence when the first line is made fast at the Elevator's berth and shall continue until the vessel is completely free (last line free) from and has vacated the berth. No deductions will be allowed for Saturdays, Sundays, holidays, or because of weather or other conditions.

D. OCEAN-GOING BARGES are considered within the definition of vessels used herein.

E. LAY BERTH STATUS:

At the discretion of the Company, a vessel may be permitted to moor at or remain idle at the Elevator's berth on lay status. Requests for lay berth status must be made in writing prior to the idle period. Vessels granted lay status shall be charged 50% for a single or multiple periods of 24 hours that are assessed at the \$0.95 rate per GRT. No lay berth status shall be granted if the duration of the entire berthing event is 72 hours or less.



F. RAFTS, BARGES, SCOWS OR RIVERCRAFT may not be moored to the Elevator's berth or tied up to any vessel berthed without the express permission of the Company.

G. TERMINATION OF BERTHAGE:

The Company reserves the right to terminate the vessel's occupancy of the Elevator's berth. See Items 27 and 28.

H. GANGWAY RENTAL:

All vessels using The Company's facility shall be provided with and charged for the use of the facility's Gangway at the rate of \$495 per day of 24 hours or fraction thereof. Vessel also agrees to assume full responsibility for loss of or damage(s) to the rental gangway(s) which occurs during the term of this rental agreement and agrees to pay all costs to replace and/or repair said gangway(s) regardless of the cause of the loss or damage and shall promptly pay/reimburse the Company for the actual costs of repair/replacement.

Vessel agrees to indemnify the Company (including legal fees and costs) from and against any loss, damage, expense, claim, liability and/or suit which in any way relates to and/or arises out of its rental and/or use of the Company's gangway(s).

NOTE 1

An additional dockage period will not be assessed when a vessel departs from the berth within 60 minutes of a subsequent dockage period, after the first full period.

NOTE 2

Vessels over 290 meters will be charged an additional \$0.20 per GRT per 24 hour period or portion thereof.

NOTE 3

In the event that the vessel requests and the Elevator chooses not to work on Saturday, Sunday or holidays, the vessel will be granted lay status. See Item 35 E.

NOTE 4

If required for the purposes of this tariff, a metric ton will be equal to 2,204.6 pounds.

36 AIR POLLUTION CONTROL LAWS AND EQUIPMENT

Air pollution control laws require that vessel-loading operations do not violate established clean air standards. The necessary equipment, as approved by Federal and State air pollution control agencies, will be furnished to the vessel's stevedore to comply with the established control standards. The contracted stevedore will be required to use this



COLUMBIA GRAIN, INC.

1300 S.W. Fifth Avenue, Portland, Oregon

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equipment and to apply proper methods in a manner that will ensure compliance with clean air regulations during loading operations. The Company may monitor loading operations to determine that the equipment is being used effectively and handled correctly.

This equipment shall be rented to the vessel's stevedore contractor. Charge for the use of this equipment will be assessed to the vessel's stevedore contractor at the rate of \$0.65 per short ton of commodity loaded at the Elevator.

Any fines levied for violation of air pollution control laws or regulations will be assessed against the vessel and/or the vessel's stevedore contractor.



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1300 S.W. Fifth Avenue, Portland, Oregon

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RATES ARE IN CENTS PER BUSHEL UNLESS OTHERWISE SPECIFIED

ITEM	RATE	SERVICE
37	\$.10	<u>WHARFAGE</u> Grain, N.O.S. (Not otherwise specified) (See item No. 51)
38	\$.085	<u>UNLOADING FROM HOPPER CARS AT ELEVATOR</u> Note: no Box Cars unloads.
39	\$.102	<u>UNLOADING FROM TRUCKS AT ELEVATOR</u> Elevation, including conveying through scales (see item No.7) and binning, but exclusive of wharfage, Grain, N.O.S.
40	\$.150	<u>UNLOADING FROM BARGES AT ELEVATOR</u> Elevation, including conveying through scales (see item No. 7) and binning, but exclusive of wharfage, Grain, N.O.S.
41	\$.15	<u>LOADING INTO CARS, TRUCKS OR BARGES AT ELEVATOR</u> Including conveying through scales, Grain, N.O.S.
42-a	\$.30	<u>LOADING TO SHIP AT ELEVATOR</u> Delivery to vessel, including conveying through scales and mixing, Grain, N.O.S.
42-b		<u>SAMPLES AND OTHER SERVICES (IF REQUESTED)</u>
	\$ 50.00	Per sample for each sample over one per lot.
	\$ 50.00	Delivery of samples, per trip within Portland, for over 2 samples.
	\$125.00	Issuance of Phytosanitary Certificate (each).
	\$ 25.00	Issuance of Supplier's certificate of origin (each).
	\$100.00	Issuance of Chamberized certificate origin (each).
	\$ 25.00	Issuance of Supplier's crop year certificate (each).
	\$ 50.00	Issuance of Ocean Bill of Lading (each).
	\$ 75.00	Issuance of split certificates for a single lot (each lot).
	\$ 50.00	Reissuance of documents or certificates (each lot).

Issued: January 21, 2014

Effective: February 1, 2014



COLUMBIA GRAIN, INC.

1300 S.W. Fifth Avenue, Portland, Oregon

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RATES ARE IN CENTS PER BUSHEL UNLESS OTHERWISE SPECIFIED

ITEM	RATE	SERVICE
43	\$1,850.00	<u>OVERTIME AND PENALTY TIME LOADING OR UNLOADING VESSELS MONDAY THROUGH FRIDAY, SATURDAYS, SUNDAYS, HOLIDAYS OR NIGHT SHIFTS (PER HOUR)</u>
	\$925.00	<u>OVERTIME LOADING OR UNLOADING VESSELS WHEN ORDERED OR REQUESTED IN WRITING BY THE COMPANY PER HOUR.</u> Overtime charges for official inspectors, weighers and samplers and stevedoring overtime differential are included in the foregoing rates and are for the account of the vessel.
44	1/2	<u>STORAGE - INSURED WAREHOUSE RECEIPTS</u> From date received until date delivered, Grain, N.O.S. per bushel per day.
45	\$.50	<u>CLEANING</u> Separation, Grain, N.O.S. for a single run.
46	\$.99	<u>TRANSFERRING AND TURNING</u> Grain, N.O.S. (Transferring from bin to bin) per short ton.
47	\$0.18	<u>FUMIGATION</u> Grain, N.O.S.
	\$125.00	Minimum Charge per unit for Cars on track and Barges
	\$48.00	Minimum Charge per unit for Trucks
	\$0.02	Application of Malathion or
	\$0.02	Application of Coloration (Red Dye, etc.)

Note: Fumigation of conveyances of grain by the Company is at its option and it may perform the service at charge named above or order conveyances fumigated by owner or consignees of the grain.



The right is reserved by the Company to refuse to accept or unload grain infested by weevils or other insects until such grain has been fumigated to the satisfaction of the Company.

48

FRESH WATER

Fresh water will be furnished to vessels at the following rates:

\$500.00	For up to 75,000 Gallons.
\$200.00	Use of Company hose.

49

MISCELLANEOUS CHARGES

Charges for services not specifically provided for in this tariff will be furnished upon application and will be commensurate with the extent and nature of the service involved.

50

UNITED STATES COAST GUARD COMPLIANCE

All oceangoing vessels using or scheduled to use the Company's elevator berth shall be in compliance with the United States Coast Guard (USCG) rules, regulations and vessel security requirements includes any other compliance that may be imposed or recommended by the U.S. Department of Homeland Security. At any time, while at berth or not, a vessel is determined by USCG to be in noncompliance or *substandard*, or if the cargo operation is interrupted or ordered-to-stop by the USCG authorities or Captain of the Port, the vessel/owner(s)/ operator(s) shall be liable for all consequential delays, damages, penalties and/or costs, and the Company shall have the right to order the vessel to vacate the berth in accordance with items 22, 27, 28, 29 & 35 herein, if the cargo operation has not resumed within one hour from the time it stopped.

If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent/master/owner(s)/operator(s) shall immediately notify the Company indicating the nature of the deficiency(ies) so determined. Depending on the deficiency's(ies') potential impact on the cargo operation, the Company shall have the right to reject or void the vessel's application for berthing until the deficiency(ies) is(are) corrected, acceptable to the USCG. Notwithstanding, if the Company orders the vessel to berth, at a designated time, and the vessel is unable, or is expected with reasonable certainty to be unable, to berth by the designated time, the vessel shall be regarded as unavailable for cargo operation and shall lose its turn for berthing; Any laytime, as may be applicable, even if on demurrage, shall not count until the vessel has berthed.



51 DEFINITION OF WHARFAGE

Wharfage is the charge for the use of the grain facilities that is assessed on all grain received therein whether or not such grain is eventually delivered to the vessel. No services are covered by this charge.

For the purpose of continuing in effect the historic practice of this service being performed by the Company, this wharfage definition takes precedence over, and is a departure from that of the Federal Maritime Commission prescribed in F.M.C. Docket No. 875, General Order No. 15, reading as follows:

"A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to and from barge, lighter or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service."

52 HOLIDAYS

Notwithstanding item 22 in this tariff, a Holiday shall be the events listed below and any day of the week or part(s) thereof on which cargo work on the ship would normally take place but is suspended, observed or recognized as a Holiday at the place of loading or discharging per the local law or the local practice including those days defined as a Holiday under the West Coast ILWU-PMA Labor Agreement, the 5th of July, and the monthly ILWU Stop-Work meetings (usually the second Wednesday of every month) from 1700 hours till 0800 hours the next day, all of which shall be recognized as Holidays in this Tariff.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez' Birthday
- Memorial Day
- Independence Day
- 5th of July (Bloody Thursday)
- Harry Bridges' Birthday
- Labor Day
- Columbus Day



- Veterans' Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Should any of the Holidays herein fall on a Saturday the immediately preceding Friday will be observed, and if it falls on a Sunday the immediately following Monday will be observed. Where applicable, laytime will be suspended for all of the above days even if used for vessel work.

53 WEATHER WORKING DAY

A weather working day shall be a working day or part of a working day during which it is or if the vessel is still waiting for the berth, it would be possible to conduct cargo operations without interference due to the weather. If such interference occurs, or would have occurred if work had been in progress, there shall be excluded as a weather working day or part thereof.

A weather station shall be maintained in good working order at the Elevator for the purpose of recording prevailing weather conditions. The Company will endeavor, without guarantee, to share such weather condition records with the vessel representative for the use in the vessel's Statement of Facts and other port records. Such weather condition recordings shall be deemed, whether in conjunction with or instead of other pertinent evidence, as the case may be, sufficient and conclusive evidence in settlement of laytime and as may otherwise be applicable.

54 TUG ASSIST SERVICE

All tug service used by vessels docking, undocking, and shifting while in berth or while lying at the berth must be assigned by and arranged through the Company. No other tugs will be allowed to work at the Company's berth unless otherwise subcontracted and approved by the Company. Each vessel shall be required to utilize a number and size of tugs sufficient for the size of the vessel and in accordance with the prevailing river and weather conditions.



All vessels will be required to deposit funds with the Company sufficient to cover the anticipated tug usage. Funds must be deposited with other tariff charges (as outlined under item 33, Note 4). The Company will return any amount of the deposit in excess of actual cost incurred for tug service. The service description and rate for tug service are:

Docking/Undocking:	Regular Tug	HP 0-2000 \$3,755 or HP 2001-3300 \$4,830
	Tractor Tug	\$5,400
Shifting in Berth	Regular Tug	HP 0-2000 \$3,755 or HP 2001-3300 \$4,830
	Tractor Tug	\$5,400
Stand by (after 1 hour) Hourly Rate	Regular Tug	HP 0-2000 \$1,075 or HP 2001-3300 \$1,190
	Tractor Tug	\$1,255

Cancellation Charge: 50% of docking/undocking charge plus stand by and running time of the Tug(s) at the applicable rate. Fuel Surcharge as assessed by the assigned tug company. Running or letting go of lines, when required, shall be charged at \$660/hour when done by an assist tug or at \$745 when done by a line tug (3 hours minimum). Launch Service in the Portland area will be charged at \$425/hour (3 hours minimum), when requested. Other charges, as may be applicable, to be per prevailing tug company tariff.

When a vessel requires more tugs for an assist or a larger horsepower tugs, additional tugs may be required to come from another port area. The hourly rate will be charged for running time from the other port area for these tugs.

The Company shall not be liable for any damages and/or losses of whatsoever nature that may result from Tug Service including but not limited to, errors of Captains and officers in charge, breakdowns, negligence or any failure while vessels are docking, undocking, and shifting while in berth or while lying at the berth. Furthermore, nothing herein shall constitute or imply a waiver of any of the Company's rights to hold any party, including but not limited to ships, ship owners or operators and/or their agents, fully liable for any damages or losses whatsoever to the Company's property or interest.

55 ENERGY SURCHARGE

The Company reserves the right to assess against the vessel an energy surcharge to compensate the Company for increases of energy costs. A portion of the vessel dockage rates in item 35 may represent the energy surcharge.



56 INDEMNITY

Every party using the Company's terminal facilities shall indemnify and hold harmless the Company, its employees and agents, from and against any claims, damages, losses and expenses, including attorney's fees, for injury to or death of any person, employee, agents or invitee, or for damage to or destruction of any property arising out of or in any way connected with such party's use of the terminal facility. Each party using the Company's terminal facilities shall also indemnify and hold harmless the Company, its employees, agents and invitees, from and against all claims, damages losses and expenses, including attorney's fees, for injury to or death of any other persons, including employees of the Company, and for damage to or destruction of property, caused in whole or in part by any negligent act or omission or breach of these rules by the party, its employees, agents or anyone else for whose acts the party is or may be liable.

57 MARINE FIRE AND SAFETY ASSOCIATION

When applicable, the Company will collect a harbor fee from each vessel that will first berth at the Company's terminal, as a participating MFSA member dock, for each entry into the Columbia/Willamette river system. The purpose of collecting the fee is to provide a coordinated marine fire response to shipboard fire. The fee collected will be per the prevailing MFSA terminal fee rate.

58 TERMINAL SECURITY

Every vessel shall be assessed a minimum daily charge of \$1,200 for the purpose of increased terminal security as required by U.S. Coast Guard and the U.S. Department of Homeland Security. This charge is associated costs in compliance with government directives and regulations essential for the security plan.

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



All vessels, prior to occupying the Company's berth, shall have an approved Vessel Security Plan, be in full compliance with ISPS Code & MTSA 2002 and shall follow instructions that may be given by the Facility Security Officer as the circumstances may necessitate. Nothing herein shall be construed to alter the vessel's obligation, and that of its owners and operators, to remain fully compliant with all international and local security laws and regulations.

Vessels are to ensure that vessel officers, crew or any other personnel that are not granted permission to disembark by the concerned authorities shall remain on board at all times while at the berth. The Company at its sole discretion may require the vessel to hire, at its own expense, qualified security guards to monitor the vessel's access point to the facility while alongside the berth.

All persons must have photo identification available for inspection by the Company or its security personnel at any time at entry gates or while on the premise of the facility.

Furthermore, in accordance with Columbia Grain's Facility Security Plan the following requirements are in effect:

1. Vessel will advise the facility of any and all deliveries or visitors at least 24 hours in advance.
2. Facility access requests must be e-mailed to T5Access@columbiagrains.com 24 hours in advance prior to the requested access time.
3. Deliveries and visitors requiring escort to and from the vessel will be limited to between the hours of 0800-1700 Monday through Sunday. (Unescorted MUST have valid Transportation Worker Identity Card).
4. Vessel crew transiting from the vessel through the facility requiring escort or monitoring will be limited to between the hours of 0800-1700 Monday through Sunday. (Unescorted MUST have valid Transportation Worker Identity Card).
5. Vessel crew, vessel delivery personnel and visitors to the vessel must transit directly to and from the vessel via the access road adjacent to the perimeter fence line from the main gate to the vessel parking area.
6. Any exceptions to the above are at the discretion of the facility and must be reviewed and approved by the Facility in advance.
7. Facility Security contact information:
Super Cargo or Walking Boss can contact facility control room by radio
Main control room: 503-978-2539 or 503-978-2540
Main gate security: 503-286-9681 ext.346
Facility security Officer: Randy Cartmill Cell: 503-970-7506



59 NOTICE OF READINESS

For the purpose of vessel filing and commencement of laytime, as may be applicable, a vessel's Notice of Readiness shall be considered valid when it is delivered, by the master or the vessel agent, at the office of the Company at 1300 S.W. Fifth Avenue, 29th Floor, Portland, Oregon 97201 between 0900-1600 hours on normal working days, and 0900-1200 hours on Saturdays, accompanied by items 1, 2, 3, 5 & 6 under 27A in addition to any other specific documents that may be required under or pertinent to the governing contract(s), and the vessel having arrived at the Columbia River District and having been entered at the customs house and cleared USCG requirements and/or other port formalities as the case may be. The vessel must remain at the Company's full and immediate disposition for berthing orders, failing which, the Notice of Readiness may be rendered invalid and a re-filing may be required in accordance with item 27H.

If a vessel's holds or hatches fail the official (immediately prior to loading under spout) inspection at any time after the initial NOR has been accepted, then the initial NOR will be considered void and a new NOR will be required where all holds or hatches to be loaded at the Company's facility failed. In the event that the number of holds or hatches that fail the official inspection are less than the number of holds to be loaded at the Company's berth, then laytime shall be suspended prorata for the failed hold(s) or hatch(es) from commencement of laytime till the time a final pass is issued.



BERTH APPLICATION

To: COLUMBIA GRAIN, INC.
1300 S.W. Fifth Avenue, 29th Floor
Portland, Oregon 97201 U.S.A.

Application is hereby made this ____ day of _____, 20____ for assignment and use of the grain loading berth at Terminal No. 5, operated by Columbia Grain for the vessel described below for loading about _____ metric tons of bulk grain in accordance with Columbia's published grain tariff. If this application is accepted by Columbia Grain, the provisions of that tariff shall be deemed incorporated here-into and become part of the agreement between Columbia Grain and the vessel, its owners(s)/operator(s) for use of that grain loading berth.

THE VESSEL:

The applicant herein confirms that to the best of his knowledge the vessel details inserted below are true and correct:

Name: _____ Flag: _____ Type: _____ Year Built: _____

DWT: _____ GRT: _____ NRT: _____ LOA (meters): _____

IMO#: _____ Hatch-covers Type: _____ Beam (meters): _____ ETA/Arrived on: _____

THE APPLICANT CONFIRMS THAT THE VESSEL AT THE TIME OF COMMENCEMENT OF LOADING:

1. Will have been entered at the United States Custom House.
2. Will have been accepted by the charterers or has permission from the charterers to commence loading prior to formal acceptance.
3. Has a certificate showing that its cargo handling gear, if any, meets the standards set forth in Title 29 C.F.R. Section 1918.12 of the Department of Labor's Safety and Health Regulations for long shore men.

THE APPLICANT AGREES:

1. That he is the agent for the owner(s)/operator(s) of the above named vessel and propose that payment of applicable tariff charges for such vessel be made by:
 - ____ a. Cash Advance.
 - ____ b. Suitable bond securing payment written/issued by a bonding company authorized to do business in the state of Oregon.
 - ____ c. Ourselves as principal, not as agent, (subject to consent of Columbia Grain), issuing our guarantee of payment in the form set forth below.
2. That we have authority to execute proper bill(s) of lading on behalf of the Master of the vessel and that we will promptly release the bill(s) of lading immediately following completion of loading.
3. That we have in our possession a current copy of Columbia's published grain tariff and stipulate the vessel, its owner(s)/operator(s) are bound by all lawful provisions of it.
4. The undersigned agent warrants that he has authority to execute this berth application on behalf of the vessel, its owner(s)/operator(s).

Applicant on Behalf of (Name of Agency)

Name of Owner(s)/Operator(s) Represented

Name/Title of Authorized Person (Agent)

Signature of Authorized Person

PAYMENT GUARANTEE: *(Executed only if exercising option c. above)*

We hereby unconditionally guarantee, as principals, payment of all elevator charges incurred the vessel named above in accordance with Columbia Grain's elevator tariff and to pay these charges within ten (10) days of invoice date.

Applicant

Signature

Application must be presented no later than time of filing a valid Notice of Readiness. Later filing may cause suspension of laytime.



REQUEST FOR FRESH WATER

To: COLUMBIA GRAIN, INC.
1300 S.W. Fifth Avenue, 29th Floor
Portland, Oregon 97201 U.S.A.

As the authorized husbanding agent or officer in charge of the good ship named below that is now laying at Columbia Grain Elevator, Portland Oregon on the date listed below, and on behalf of the vessel and its owners and/or operators, I submit my request herein to Columbia Grain for the supply of fresh water services to my ship in accordance with the terms and conditions set forth in the elevator's Grain Tariff No. 2.

I confirm that the amount of fresh water to be taken by my vessel will not exceed 75,000 gallons. I also confirm that the supply operation will be supervised by the ship's crew, who undertake to immediately notify the elevator as soon as any leakage of water or damage to the hose is observed.

Date: _____
Vessel Name (Print): _____
Applicant Name (Print): _____
Signature: _____
I am the vessel's: <input type="checkbox"/> Master <input type="checkbox"/> Chief Officer <input type="checkbox"/> Chief Engineer <input type="checkbox"/> Agent
<input type="checkbox"/> Other _____

Ship's Stamp:

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