

SCHEDULE OF CHARGES AND RULES

EFFECTIVE SEPTEMBER 1, 2004

STAPLCOTN COMPRESS WAREHOUSE GREENWOOD, MS

SHIPPING POINTS

473030	Drew, MS	80,000 b/c
500010	Vicksburg, MS	75,000 b/c

MODERN PLANTS
UNIVERSAL COMPRESSION
ALL EQUIPPED WITH SPRINKLER SYSTEMS

MEMBER OF COTTONGROWERS WAREHOUSE ASSN.

BONDED AND LICENSED
UNDER U. S. WAREHOUSE ACT

SUBJECT TO CHANGE WITHOUT NOTICE

SCHEDULE OF CHARGES

ITEM

- 1a) RECEIVING, TAGGING, WEIGHING ON ARRIVAL, DRAWING ONE SET OF SAMPLES, IF REQUESTED, ISSUING WAREHOUSE RECEIPTS AND PLACING IN STORAGE..... PER BALE 1.85
 1b) PAYMENT OF AMS CLASSING FEE (SUBJECT TO CHANGE BY AMS)..... PER BALE 1.65
 1c) **FOR LOUISIANA LOCATIONS ONLY**, PAYMENT OF NCC DUES PER BALE .45
 NOTE: THIS \$0.45 IS NOT CHARGED AT OUR MISSISSIPPI OR ARKANSAS WAREHOUSE LOCATIONS.

NOTE: STAPLE COTTON COOPERATIVE ASSOCIATION HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR VALIDITY OF ANY INFORMATION OBTAINED DIRECTLY OR INDIRECTLY BY STAPLE COTTON COOPERATIVE ASSOCIATION FROM RECORDS OR DATA OF THE UNITED STATES DEPARTMENT OF AGRICULTURE DATA BANK OR THE FITNESS OF ANY SUCH INFORMATION FOR ANY PARTICULAR PURPOSE.

- 2) EACH STORAGE MONTH OR FRACTIONAL PART THEREOF, INCLUDING FIRE INSURANCE..... PER BALE 2.50
 3) WEIGHING OR REWEIGHING AT TIME OF SHIPMENT OR AT TIME OF SAMPLING PER BALE 1.50
 4) WEIGHING OR REWEIGHING, INCLUDING REMOVING COTTON FROM AND RETURNING TO STORAGE AND FURNISHING ORIGINAL AND THREE COPIES OF CERTIFIED WEIGHT SHEETS..... PER BALE 4.00
 5) SAMPLING OR RESAMPLING AT TIME OF SHIPMENT PER BALE 3.50
 6) SAMPLING OR RESAMPLING, INCLUDES REMOVING COTTON FROM AND RETURNING TO STORAGE. PER BALE 6.00
 7) DRAWING AN EXTRA SET OF SAMPLES AT TIME OF ANY SAMPLING PER BALE 1.50
 8) DELIVERY OF SAMPLES (POSTAGE, EXPRESS, PARCEL POST, ETC.) COST

NOTE: SAMPLES FOR WHICH THE PRODUCER HAS GIVEN THE WAREHOUSE DELIVERY INSTRUCTIONS WILL BE DELIVERED ACCORDING TO THESE INSTRUCTIONS AS SOON AS PRACTICAL AFTER SAMPLE IS DRAWN. HOWEVER, NO SAMPLE WILL BE HELD PAST AUGUST 15 FOLLOWING HARVEST. SAMPLES ON HAND ON AUGUST 15 FOLLOWING HARVEST WILL BE DISPOSED OF.

- 9) PICKING OUT BY TAG NUMBER, REMOVING FROM STORAGE, DELIVERY TO WAREHOUSE PLATFORM AND LOADING ACCORDING TO CUSTOM INTO CAR OR TRUCK:
 (a) IF THE TERMS OF PARAGRAPH 3b AND 3c HAVE BEEN COMPLIED WITH BY THE WAREHOUSE.
 PER BALE 3.40
 (b) IF THE TERMS OF PARAGRAPH 3b AND 3c HAVE NOT BEEN COMPLIED WITH BY THE WAREHOUSE.
 PER BALE .90
 10a) CANCELLATION OF ORDER AND RETURN TO STOCK AFTER BREAKOUT PER BALE 2.50
 11a) EXTRA MARKING (MORE THAN FIVE CHARACTERS) PER BALE .50
 11b) MARKING ON MORE THAN ONE LINE PER BALE .50
 12) TYPING AND REWEIGHING..... PER BALE 20.00
 13) APPLYING SHIPPER TAGS OR LABELS PER BALE .50
 14) RECONDITIONING DAMAGED COTTON ACTUAL COST PLUS 15%
 15) HANDLING TRANSIT COTTON FOR CONSOLIDATION OR ANY PURPOSE OTHER THAN COMPRESSION (INCLUDES IN AND OUT HANDLING AND LOADING)..... PER BALE 4.00
 16) FURNISHING SACKS FOR SAMPLES PER SACK 2.00
 17) UNIVERSAL COMPRESSION..... PER BALE 7.00
 18) MARRYING OR DIVORCING (EACH BALE INVOLVED)..... PER BALE 12.00
 19) LATE CHARGE..... PER BALE 2.50
 20) SPECIAL SORTING OF SAMPLES OTHER THAN CUSTOMARY HANDLING..... PER BALE .50
 21) CANCELLATION OF ORDER AFTER COMPUTER PROCESSED (BEFORE BREAKOUT)..... PER ORDER \$10.00

NOTES:

SPECIAL SERVICES NOT RATED HEREIN WILL BE RENDERED AND BILLED AT RATES AGREED UPON AT THE TIME OF THE ORDER. FOR ALL OLD CROP BALES, THE RECEIVING, LOADOUT, AND COMPRESSION WILL BE CHARGED USING THE

TARIFF IN EFFECT AT THE TIME THE RECEIPT WAS ISSUED. THE STORAGE FOR ALL OLD CROP BALES WILL BE CHARGED THE APPLICABLE RATE FOR THE PERIOD STORED.

THE FOLLOWING RULES WILL GOVERN

RULE

1) ALL ACCRUED CHARGES WILL BE BILLED TO AND COLLECTED FROM PARTY SURRENDERING WAREHOUSE RECEIPTS. ALL BILLS ARE DUE AND PAYABLE WHEN SERVICE IS PERFORMED.

2) A LIEN IS CLAIMED UPON COTTON FOR ALL ACCRUED CHARGES AND CHARGES ADVANCED BY THIS COMPANY.

3) SHIPMENTS

3a) THE TERM "COMPLETE SHIPPING ORDER" AS USED HEREIN MEANS A COMPLETE SET OF SHIPPING INSTRUCTIONS, WHICH SHALL INCLUDE, A STANDARD ELECTRONIC SHIPPING ORDER, MEANS OF CONVEYANCE, DESIRED LOAD DATE, AND ANY OTHER DESIRED SPECIAL INSTRUCTION SUCH AS SPECIAL MARKINGS, RESAMPLING, REWEIGHING, ETC. FOR PURPOSES OF THIS SCHEDULE OF CHARGES AND RULES, THE DATE ON WHICH A SHIPPING ORDER IS CONSIDERED TO BE COMPLETED WILL BE THE CALENDAR DAY NEXT AFTER THE DAY ALL INFORMATION NECESSARY TO COMPLETE THE SHIPPING ORDER IS RECEIVED BY THE WAREHOUSE, IN ORDER TO GIVE TIME TO PROCESS THE INFORMATION.

3b) THE "DUE DATE" AS USED HEREIN MEANS THE DATE ON WHICH THE WAREHOUSE AGREES TO HAVE THE COTTON COVERED BY A COMPLETE SHIPPING ORDER READY FOR LOADING. FOR SHIPPING ORDERS COMPLETED DURING THE PERIOD OCTOBER 1 THROUGH DECEMBER 31, EXCEPT WHEN DELAYS ARE BEYOND THE CONTROL OF THE WAREHOUSE, COTTON FOR IMMEDIATE SHIPMENT WILL BE READY FOR LOADING WITHIN 14 CALENDAR DAYS AFTER THE SHIPPING ORDER IS COMPLETED. SHIPPING ORDER COMPLETED DURING OCTOBER 1 THROUGH DECEMBER 31 REQUESTING A DUE DATE WITHIN 14 DAYS OF THE DATE THE SHIPPING ORDER IS COMPLETED WILL BE CONSIDERED TO BE FOR IMMEDIATE SHIPMENT. FOR SHIPPING ORDERS COMPLETED DURING THE PERIOD JANUARY 1 THROUGH SEPTEMBER 30, EXCEPT WHEN DELAYS ARE BEYOND THE CONTROL OF THE WAREHOUSE, COTTON FOR IMMEDIATE SHIPMENT WILL BE READY FOR LOADING WITHIN 10 CALENDAR DAYS AFTER THE SHIPPING ORDER IS COMPLETED. SHIPPING ORDERS COMPLETED DURING JANUARY 1 THROUGH SEPTEMBER 30 REQUESTING A DUE DATE WITHIN 10 CALENDAR DAYS OF THE DATE SHIPPING ORDER IS COMPLETED WILL BE CONSIDERED TO BE FOR IMMEDIATE SHIPMENT.

3c) THE WAREHOUSE AGREES, EXCEPT WHEN DELAYS ARE BEYOND THE CONTROL OF THE WAREHOUSE, THAT COTTON COVERED BY COMPLETE SHIPPING ORDERS REQUESTING A DUE DATE MORE THAN THE RESPECTIVE 14 DAY AND 10 DAY PERIODS AFTER THE SHIPPING ORDER IS COMPLETE AS OUTLINED IN RULE 3b ABOVE, WILL BE READY TO LOAD ON THE REQUESTED DUE DATE; AND, THEREFORE, NO NOTICE WILL BE GIVEN AS TO THIS COTTON ON THE DAY ON WHICH IT WILL BE READY TO LOAD. THE WAREHOUSE WILL INFORM THE SHIPPER OR HIS AGENT THE DUE DATE FOR COTTON COVERED BY COMPLETE SHIPPING ORDERS FOR IMMEDIATE SHIPMENT, AS DEFINED IN RULE 3b ABOVE, AT LEAST SEVEN CALENDAR DAYS BEFORE SAID DUE DATE. ALL SHIPMENTS WILL BE READY TO LOAD ON THE DUE DATE AS DEFINED IN RULE 3b UNLESS THE WAREHOUSE GIVES NOTICE TO THE SHIPPER OR HIS AGENT AT LEAST SEVEN CALENDAR DAYS BEFORE THE DUE DATE THAT THE COTTON WILL NOT BE READY. THIS NOTICE WILL INCLUDE THE DELAYED DUE DATE ON WHICH THE COTTON WILL BE READY TO LOAD.

3d) DELAYS BEYOND THE CONTROL OF THE WAREHOUSE INCLUDE, BUT ARE NOT LIMITED TO, DELAYS CAUSED BY STRIKES, LABOR DISPUTES, WAR OR WAR-LIKE CONDITIONS, INSURRECTION, RIOTS, ACTS OF GOD, FIRE, FLOOD, OR ACTS OF THE ELEMENTS; DELAYS CAUSED BY DELAY IN DELIVERY OF ACCEPTABLE RAIL CARS OR THE ARRIVAL OF TRUCKS OR CONTAINERS ORDERED FOR LOADING; AND DELAYS CAUSED BY SCHEDULED SHIPMENTS IN EXCESS OF 4.5% PER WEEK OF LICENSED CAPACITY BY PLANT.

3e) STORAGE WILL ACCRUE THROUGH THE SHIPPING DATE IF THE TERMS OF PARAGRAPHS 3b AND 3c HAVE BEEN COMPLIED WITH. OTHERWISE STORAGE WILL ACCRUE THROUGH THE DUE DATE OR DELAYED DUE DATE. FOR SHIPMENTS BY TRUCK, AS LONG AS THE DRIVER HAS SIGNED IN BY 3:00 P.M. THE TRUCK WILL BE CONSIDERED TO HAVE ARRIVED TO LOAD COTTON ON THAT DAY. THESE TRUCKS WILL BE LOADED THAT DAY WHENEVER PRACTICAL, BUT IF NOT LOADED THAT DAY WILL BE LOADED FIRST THE FOLLOWING DAY. TRUCKS ARRIVING AFTER 3:00 P.M. WILL BE LOADED IF PRACTICAL, BUT IF NOT LOADED WILL NOT BE CONSIDERED TO HAVE ARRIVED TO LOAD ON THAT DAY. THE LATE CHARGE IN ITEM 19 WILL BE ASSESSED ON ALL COTTON WHICH (a) THE WAREHOUSE HAD READY TO LOAD ON THE DUE DATE, OR (b) THE WAREHOUSE HAD READY TO LOAD ON THE DELAYED DUE DATE IF THE DELAY WAS BEYOND THE CONTROL OF THE WAREHOUSE, AND (c) FOR SHIPMENTS BY TRUCK THE DRIVER DID NOT SIGN IN BY 3:00 P.M. ON THE FIRST BUSINESS DAY AFTER THE DUE DATE OR THE DELAYED DUE DATE.

3f) ON MULTIPLE LOAD SHIPMENTS, STORAGE WILL ACCRUE ON ALL OF THE BALES THROUGH THE DATE THAT STORAGE ACCRUES ON THE LAST BALE LOADED.

4) THE COMPANY RESERVES RIGHT TO COMPRESS COTTON AT ANY TIME AND TO STORE IT IN ANY OF ITS WAREHOUSES, AND RETAINS A LIEN ON THE COTTON FOR COMPRESSION CHARGES.

5) THIS COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE DUE TO DELAY FOR ANY REASON, INTERIOR DAMAGE, DAMPNESS, DAMAGE AT TIME OF COMPRESSION OR ANY OTHER DAMAGE RESULTING FROM IRREGULAR CONDITIONS NOT APPARENT, OR ANY OTHER CAUSE BEYOND ITS CONTROL. OUR RESPONSIBILITY FOR MISSING OR INADEQUATE SAMPLES WILL BE LIMITED TO THE REPLACEMENT OF SAMPLES OF BALES STILL ON HAND IN OUR WAREHOUSE, WHEN NOTICE OF SUCH MISSING OR INADEQUATE SAMPLES IS RECEIVED AT OUR WAREHOUSE.

6) CHARGES FOR SERVICES PERFORMED, ACTUAL LABOR COSTS AND OTHER EXPENSES INCURRED, NOT SPECIFICALLY MENTIONED HEREIN, WHEN IN DIRECT INTEREST OF OWNERS, SHALL BE CHARGED TO PARTY BENEFITED BY SAME, SUCH SERVICES, COSTS AND EXPENSES TO BE FULLY DESCRIBED ON BILLS RENDERED.

7) THE WAREHOUSE RESERVES THE RIGHT TO RETURN TO THE DEPOSITOR OR GIN FOR RECONDITIONING ANY COTTON RECEIVED IN A WET, DIRTY, GREASY, IMPROPERLY PACKAGED, OR DAMAGED CONDITION. IF SUCH COTTON IS PUT IN CONDITION BY THE WAREHOUSE, THE DEPOSITOR OR GIN WILL BE ASSESSED TARIFF CHARGES FOR SERVICE.

8) WHEN WET OR DAMAGED COTTON IS WEIGHED, WEIGHER WILL EXERCISE HIS BEST JUDGMENT IN MAKING DEDUCTIONS, BUT THIS COMPANY DOES NOT GUARANTEE SUCH WEIGHING, NOR DOES IT GUARANTEE WEIGHTS ON DRY COTTON DUE TO NATURAL SHRINKAGE.

9) ACCRUED STORAGE CHARGE MAY BE PAID TO ANY DESIRED DATE BUT NO CREDIT WILL BE ALLOWED FOR UNUSED PORTION OF MONTH'S STORAGE. THE NEW STORAGE MONTH WILL BEGIN THE DAY FOLLOWING PAYMENT DATE. ANY FRACTIONAL PART OF A STORAGE MONTH WILL BE COUNTED AS A FULL MONTH. THIS APPLIES TO ALL COTTON WHETHER OR NOT IT INVOLVES CHANGE OF OWNERSHIP BETWEEN PERSONS, PARTNERSHIPS OR CORPORATIONS INCLUDING UNITED STATES, STATE OR CITY GOVERNMENTAL DEPARTMENTS.

10) THIS COMPANY WILL NOT GUARANTEE DENSITY WHERE SIZE, WEIGHT, CONDITION OR PACKAGES, ETC. WILL NOT PERMIT, BUT WE WILL EXERT ALL PRACTICAL EFFORTS TO TURN OUT THE BEST PACKAGE POSSIBLE.

11) THIS COMPANY WILL CARRY ALL RISK INSURANCE (EXCEPT WAR RISK, AND LOSS OR DAMAGE RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED; HOWEVER, DIRECT LOSS OR DAMAGE BY FIRE RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST). AGAINST DIRECT LOSS OR DAMAGE TO BALED COTTON IN COURSE OF DIRECT AND CONTINUOUS MOVEMENT FROM COTTON GINS FOR STORAGE, WHERE GINNED AND WAREHOUSED, EXCLUDING HOWEVER, COVERAGE OF ANY KIND ON BALED COTTON WHILE LOCATED ON ANY GIN PREMISES, OPEN STORAGE YARD, OR ASSEMBLING POINT USED FOR ACCUMULATING CARLOAD OR TRUCKLOAD SHIPMENTS, TO ITS WAREHOUSE AND WHILE STORED THEREIN AND WHILE LEGALLY IN CUSTODY OF THIS COMPANY. COTTON RECEIVED FOR COMPRESSION IN TRANSIT, CONSOLIDATION OR FLOW THROUGH IS COVERED ONLY WHILE IN OUR CUSTODY.

NOTE: NOTHING IN THE FOREGOING SHALL BE CONSTRUED AS RELEASING CARRIER FROM LEGAL LIABILITY UNDER BILL OF LADING OBLIGATIONS. IN CASE OF LOSS OR DAMAGE RESULTING FROM FIRE, FLOOD, OR OTHER CAUSES SET OUT ABOVE, THE AMOUNT OF LOSS OR DAMAGE SHALL BE THE ACTUAL CASH VALUE OF THE COTTON DETERMINED AS FOLLOWS:

“SPECIAL COTTON VALUATION CLAUSE”

IT IS UNDERSTOOD AND AGREED THAT ADJUSTMENT OF LOSS UNDER THIS POLICY FOR COTTON SHALL BE:

a) THE MARKET VALUE OF COTTON BASED ON THE NEAREST APPLICABLE USDA SPOT MARKET QUOTATION BUT IN THE EVENT NO USDA SPOT QUOTATIONS ARE AVAILABLE ON THE DATE OF LOSS, THE QUOTATIONS OF THE MARKET ON THE NEXT DAY FOLLOWING THE LOSS WILL BE USED LESS ALL DISCOUNTS AND CHARGES TO WHICH THE MERCHANDISE WOULD HAVE BEEN SUBJECT HAD NO LOSS OCCURRED AND ALL TO BE COMPUTED AS OF THE TIME AND PLACE OF LOSS OR,

b) THE PRICE AS SET BY THE COMMODITY CREDIT CORPORATION AS RESPECTS PRODUCER-OWNED COTTON THE PRODUCER IS ENTITLED TO UNDER THE PROVISIONS OF THE COMMODITY CREDIT CORPORATION LOAN PROGRAM PRIOR TO THE TIME OF THE LOSS, LESS ALL DISCOUNTS AND CHARGES TO WHICH THE MERCHANDISE WOULD HAVE BEEN SUBJECT HAD NO LOSS OCCURRED AND ALL TO BE COMPUTED AS OF THE TIME AND PLACE OF LOSS.

12) ACQUIRED OR POOLED COTTON OF COMMODITY CREDIT CORPORATION, STORED BY THE COMPANY UNDER A SPECIAL CONTRACT WITH THE COMMODITY CREDIT CORPORATION PROVIDES THAT THIS COMPANY SHALL BE RELEASED FROM THE TERMS AND CONDITIONS OF THIS TARIFF AND PROVISIONS CONTAINED IN WAREHOUSE RECEIPT RELATING TO INSURANCE AT TIME COTTON IS POOLED OR ACQUIRED. ALSO, THIS COMPANY SHALL BE RELEASED FROM THE TERMS AND CONDITIONS OF COMMODITY CREDIT CORPORATION CONTRACT UPON THE SALE OR TRANSFER OF THE COTTON TO ANY OTHER PERSON, FIRM OR AGENCY, GOVERNMENTAL OR OTHERWISE. SUCH COTTON UPON SALE OR TRANSFER BY THE COMMODITY CREDIT CORPORATION WILL BE SUBJECT TO TARIFF OF THIS COMPANY IN EFFECT AT DATE OF SALE OR TRANSFER. THIS RULE ALSO APPLIES TO RECONCENTRATED LOAN AND COTTON LINTERS STORED UNDER CONTRACT WITH THE COMMODITY CREDIT CORPORATION.

13) IF ONE OR MORE BALES RECEIVED FOR TRANSIT ARE PLACED IN STOCK OR TRANSIT BALES ARE ON HAND OVER FIVE DAYS, TARIFF RATES WILL BE CHARGED FROM THE DATE RECEIVED.

14) TRUCKERS WILL BE AFFORDED THE OPPORTUNITY TO INSPECT EACH BALE LOADED FOR SURFACE CONTAMINATION. THE WAREHOUSE IS NOT RESPONSIBLE FOR CONTAMINATION DUE TO TRUCKS BEING IN UNSUITABLE CONDITION TO CARRY COTTON. RESPONSIBILITY FOR BALE CONTAMINATION OCCURRING AFTER BALES LEAVE OUR WAREHOUSE MUST RESIDE WITH PARTY CAUSING SUCH CONTAMINATION.

15) THIS COMPANY WILL NOT GUARANTEE CONDITION OF BALES TO DESTINATION UNLESS COMPRESSED AT ITS FACILITY.

16) THIS COMPANY WILL NOT BE RESPONSIBLE FOR SAMPLES NOT ORIGINALLY DRAWN AT THIS FACILITY.

- 17) THE WAREHOUSE RESERVES THE RIGHT TO RETURN UNFILLED ANY SAMPLE ORDERS NOT READABLE OR LEGIBLE. CCC LOAN PAPERS WILL NOT BE ACCEPTED AS SAMPLE ORDERS. ALL SAMPLE ORDERS MUST HAVE A HASH TOTAL.
- 18) WAREHOUSE RECEIPTS WILL BE FORWARDED TO PARTIES OTHER THAN THE PRODUCER ONLY UPON THE PRODUCER'S INSTRUCTION TO THE WAREHOUSE.
- 19) OUR PROVIDER WILL BE EWR, INC.

WE OFFER EXCELLENT CONSOLIDATION AND
STORAGE-IN-TRANSIT PRIVILEGES FOR
COTTON SHIPPED INBOUND.

RAIL RECEIVING AND LOADOUT AVAILABLE AT:
VICKSBURG, MS

STAPLCOTN COMPRESS WAREHOUSE
P.O. BOX 445
8500 HWY. 49 SOUTH
GREENWOOD, MS 38935
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