

Viterra Operations Pty Ltd

Reference Prices for Bulk Wheat and Explanatory Notes

Port Terminal Services 2016/17

1. INTRODUCTION

This document sets out the Reference Prices that are payable in respect of the provision of Port Terminal Services for Bulk Wheat for the 2016/17 season.

The Reference Prices are categorised as either:

- “Mandatory Fees” (i.e. fees that are payable in respect of all Bulk Wheat received at, and exported from, a Port Terminal. These fees may vary depending on how the Bulk Wheat is received at a Port Terminal); or
- “Additional Fees” (i.e. fees that are payable only if specific services are required).

This document sets out details of when each of the Mandatory Fees and Additional Fees are payable and the services, and the quantum of those services, covered by each charge.

These Reference Prices other than the booking fee payable in respect of Long Term Capacity (referred to in section 2.2.1), are effective from 1 October 2016 and unless expressed otherwise, apply to Bulk Wheat (all seasons) in storage as at that date. The booking fee payable in respect of Long Term Capacity is effective from 1st June 2016. All charges are GST exclusive and may be varied by Viterra Operations Pty Ltd (“**Viterra Operations**”) at any time, and from time to time, by providing 30 days’ notice in writing.

2. MANDATORY FEES

2.2 Booking Fees

2.2.1 Booking Fee – Long Term Capacity (LTC Booking Fee)

The following table sets out the booking fee payable by the Client in respect of Long Term Capacity (as defined in the Port Loading Protocols) allocated to the Client in accordance with the Port Loading Protocols

| Booking Fee | Charge |
|-----------------|-------------|
| LTC Booking Fee | \$5.00 / mt |

Except as provided otherwise in the Port Loading Protocols and this section 2.2.2, the LTC Booking Fee is non-refundable.

If the total tonnage loaded exceeds the amount of tonnes booked, the final reconciliation invoice will include charges for the additional tonnes loaded at the prevailing LTC Booking Fee rate plus any other additional fees as required.

Failure by the Client to comply with any of its obligations under the Port Loading Protocols (including but not limited to failing to pay Viterra Operations’ fees on time) may result in loss of the booking.

The LTC Booking Fee must be paid by the Client within [3] business days from the date of

the invoice and the Client must provide Viterra Operations with the remittance advice relating to payment.

2.2.2 Booking Fee - all Capacity except Long Term Capacity (FIFS Booking Fee)

The FIFS Booking Fee set out below is payable in respect of all vessels nominated by the Client and subsequently accepted by Viterra Operations in accordance with the first-in-first-served system set out in the Port Loading Protocols. For the avoidance of doubt, the FIFS Booking Fee does not apply to Long Term Capacity.

| Booking Fee | Charge |
|--|-------------|
| FIFS Booking Fee - Applicable to all vessels (named or un-named) nominated by the Client and accepted by Viterra Operations. The FIFS Booking Fee is charged on acceptance by Viterra Operations. | \$5.00 / mt |

Except as provided otherwise in the Port Loading Protocols, the FIFS Booking Fee is non-refundable. However, Viterra Operations will refund FIFS Booking Fees up to a maximum of 10% of the total tonnage booked if a vessel is loaded with up to 10% less tonnage than was initially booked. The reconciliation invoice of the vessel once loaded will credit the reconciled FIFS Booking Fee, taking into account the final loading amount.

If the total tonnage loaded exceeds the amount of tonnes booked, the final reconciliation invoice will include charges for the additional tonnes loaded at the prevailing FIFS Booking Fee rate plus any other additional fees as required.

Failure by the Client to comply with any of its obligations under the Port Loading Protocols (including but not limited to failing to pay Viterra Operations' fees on time) may result in loss of the booking and forfeiture of the FIFS Booking Fee.

The FIFS Booking Fee must be paid by the Client within 3 business days from the date of the invoice and the Client must provide Viterra Operations with the remittance advice relating to payment.

2.3 Receival and Port In-Loading Charges

Viterra Operations provides a range of services on receival of Bulk Wheat into its Port Terminals. Those services (and the quantum of those services) vary depending on the source of the relevant Bulk Wheat.

2.3.1 Receival Fee (ex-grower or from sources external to Viterra Operations)

This Receival Fee is payable in relation to all Bulk Wheat received directly from growers or from sources external to Viterra Operations (excluding receivals at a Port Terminal from an Approved Third Party Storage). It applies to receival tonnage or transfers ex warehouse (ie. delivered tonnes).

The Receival Fee is payable by the Client at the time of receival or transfer in store.

| Receival Fee (Bulk Wheat) | Charge | |
|--|---|--|
| Payable at the time of receival at the Port Terminal or at the time of transfer in store (excluding Wallaroo Port and Bunker Facilities) | Major Wheat (ASW1, APW1 and H2) \$16.25 / mt | Minor Wheat (all other wheat grades) \$17.45 / mt |
| Wallaroo and Bunker Facilities | Major Wheat (ASW1, APW1 and H2) \$16.75 / mt | Minor Wheat (all other wheat grades) \$17.95/ mt |
| Notional Port Adelaide, Notional Port Lincoln, Notional Port Giles, Notional Thevenard, Notional Wallaroo | Major Wheat (ASW1, APW1 and H2) \$19.80 / mt | Minor Wheat (all other wheat grades) \$21.05 / mt |

The Receival Fee includes the following services:

- Receival, ex-grower or from sources external to Viterro Operations (not including receival at a Port Terminal from Approved Third Party Storage);
- initial truck marshalling;
- significant sampling, testing and classification on delivery;
- performance of Road “Chain of Responsibility” fatigue management procedures and requirements;
- running sample retention and storage;
- weighing via certified weighbridges - inward and outward;
- performance of Road “Chain of Responsibility” mass management procedures and requirements;
- marshalling of trucks for unloading of grain;
- unloading of grain (grower by grower and on a load by load basis);
- inward elevation to storage;
- segregation into storage according to classification on a load-by-load basis;
- clean down of inward grain path on a load-by-load basis as required;
- recording and provision of delivery information on receival weighnotes;
- access to transactional information on the ezigrain™ website;
- centralised recording and storage of transactional data for statutory periods;
- chemical residue testing following receival

- hygiene practices to prevent insect infestation and maintain contact insecticide free status of grain;
- the provision of storage facilities to receive Wheat and store until the end of the calendar month of delivery;
- the ability of growers to warehouse wheat;
- electronic transfer of wheat to clients via ezigrain™;
- repositioning of stock into shipping storage as required for cargo accumulation;
- short term shipping storage as required for cargo accumulation; and
- a contribution to supply chain transportation costs.

The services above which are also provided in respect of section 2.2.2 and/or section 2.2.3, are provided at a higher rate for receivals to which the Receival Fee in this section 2.2.1 applies. This reflects the provision of services required to manage the relative levels of risk.

The difference in Receival Fee for major and minor grades of wheat also reflects the higher costs associated with receiving, segregating, storing and handling minor grades at port.

2.3.2 Port In-Loading Fee

The Port In-Loading Fee applies to all Bulk Wheat delivered by road during normal working hours, or delivered by rail at any time, to a Port Terminal.

The Port In-Loading Fee applies to all receivals (by individual load regardless of its site of origin) other than receivals to which section 2.2.1 applies.

| Port In-Loading Fee (Wheat) | Charge |
|--|-------------|
| Wheat delivered to all Port Terminals by road | \$4.65 / mt |
| Wheat delivered to Port Adelaide Inner Harbour by rail | \$3.65 / mt |
| Wheat delivered to Port Adelaide Outer Harbor & Port Lincoln by rail | \$3.35 / mt |

The Port In-Loading Fee includes the following services:

- initial truck or rail marshalling;
- performance of Road “Chain of Responsibility” fatigue management procedures and requirements (road);
- limited sampling, as quality is known;
- weighing via certified weighbridges - inward and outward;
- marshalling and unloading of Wheat;
- inward elevation to shipping storage;
- recording and provision of delivery information on receival weighnote (road);
- the provision of storage facilities to receive Wheat and store until the end of the calendar month of delivery;

- access to transactional information on the ezigrain™ website;
- centralised recording and storage of transactional data for statutory periods; and
- short term storage as required for cargo accumulation.

The difference in Receival Fee for road and rail reflect the differing levels of utilisation of infrastructure and costs associated with the different modes of receival.

2.3.3 Receival at Port Service Fee (Receival from Approved Third Party Storage)

The Receival at Port Service Fee applies to all tonnes received from Approved Third Party Storage facilities into a Port Terminal. This is in addition to the Port In-Loading Fee set out in section 2.2.2 above.

| Receival at Port Service Fee (Wheat) | Charge |
|---|-------------|
| This fee applies to tonnes received from Approved Third Party Storage facilities into a Port Terminal | \$2.65 / mt |

Services Covered by the Receival at Port Service Fee

The Receival at Port Service Fee reflects the provision of services which are necessary to manage food quality risks in relation to Wheat delivered into Viterro Operations' system at the Port Terminals and to protect both the integrity of the Wheat held on behalf of all clients and the efficient operation of the Port Terminals. In particular the Receival at Port Service Fee includes the following services:

- review of grain treatment histories;
- sampling and testing on delivery. Sampling occurs at a higher rate than Wheat received from Viterro Operations storage, which involves additional labour costs;
- potential segregation and storage for risk mitigation, residue and fumigation periods;
- performance of Road "Chain of Responsibility" mass management procedures and requirements, including issuance of breach warnings and recording;
- potential fumigation to prevent cross-infestation of insects; and
- outturn sampling - Wheat is sampled at a higher rate on outturn from Port Terminals than Wheat from Viterro Operations' storage to ensure detection of any issues.

Criteria to qualify for the Receival at Port Service Fee

In order to qualify as an Approved Third Party Storage (receivals from which the Receival at Port Service Fee will apply), the following two criteria must be satisfied.

1. The third party store must satisfy Viterro Operations' objective checklist for approval of third party stores ("**Checklist**") and continue to meet the standards set out in the Checklist as verified by inspections twice each year. These standards include, but are not limited to:
 - maintenance of clean and dry storage facilities;
 - storage capable of applying air-tight phosphine fumigation;
 - maintenance of minimum storage requirements;

- maintenance of current and appropriate hygiene policy and procedures for the maintenance and storage of grain;
 - engagement of skilled grain classifiers; and
 - maintenance of adequate insurance; and;
2. The operator of the third party store must enter into and comply with Viterra Operations' Approved Operator Conditions and Deed of Access.

Copies of the Checklist and Viterra Operations' Approved Operator and Deed of Access as varied from time to time are available from Viterra Operations' website: www.viterra.com.au.

Conditions applicable to the service

In order to protect the quality of Wheat held at the Port Terminals, and to facilitate the efficient operation of the Port Terminals (with reduced exposure to delays and costs), there are a number of conditions and processes which apply to receipts from Approved Third Party Stores (see below).

Clients that wish to use this service must submit a written request to Viterra Operations' Client Account Representatives.

Clients using the service accept and acknowledge that:

- Wheat received from an Approved Third Party Storage may be segregated; and
- adequate, insect free and contaminant free transport must be presented for discharge.

Level of service

- Classification testing will be undertaken in accordance with the Commodity Classification Manual published by Viterra Operations at www.ezigrain.com.au and the Wheat may be held in common stock. Where testing occurs in the process of discharge and elevation, the Client accepts full responsibility for, and costs associated with, any quality issues for the third party parcel of Bulk Wheat, whether or not it is common-stocked with other Bulk Wheat in the discharge cells.
- If Viterra Operations requires the third party parcel to be segregated at the Port Terminal, Viterra Operations will only receive it if sufficient storage space at the Port Terminal is available or if Viterra Operations can accommodate, and the Client is willing to accept, a lease-type arrangement on an exclusive cell(s). Pesticide residue testing must be conducted prior to delivery of grain, even if an exclusive lease has been arranged.

What the Receival at Port Service Fee does not cover

The Receival at Port Service Fee does not include fumigation costs or any overtime required to accept the delivery as prescribed in Viterra Operations' Port Loading Protocols.

Rejections

Viterra Operations has the right to reject parcels or individual loads where the Wheat delivered does not satisfy Receival (Classification) Standards or is unsuitable for the quality parameters of the particular vessel.

Unless arrangements have been agreed to between Viterra Operations and the Client, Viterra Operations will not accept:

- un-fumigated Wheat; or
- Wheat infested with insects; or
- Wheat that has not been fumigated within a quarterly fumigation regime (fumigation certificate must be provided); or
- Wheat which is an unacceptable risk to Viterra Operations (i.e. uncertainty whether contact insecticide has been used).

Special arrangements will need to be made for Wheat that has been fumigated with a treatment other than phosphine (i.e. Profume);

Viterra Operations may defer the service due to lack of suitable storage including an inability to segregate the third party Wheat parcel.

If Viterra Operations identifies material or ongoing quality issues with loads delivered from an Approved Third Party Storage Facility, Viterra Operations reserves the right to review the approval of the relevant storage facility against the approval criteria set out above and may, if necessary, revoke the approval.

Fumigation certificate

The Client must provide written notification (“Fumigation Certificate”) to Viterra Operations of any chemical treatment applied to the parcel of Wheat. The Fumigation Certificate must be provided to Viterra Operations by a person qualified as a licensed fumigator and must contain particulars of:

- the last fumigation, the fumigant used, the rate and duration of application,
- any other chemical treatments, and
- any fumigant or chemical residues.

2.4 Shrinkage Factor

The following shrinkage factor will be deducted from each load at the time of initial delivery into the Port Terminal. The delivered receival tonnage less the shrinkage amount will be to the stock account of the Client.

| Shrinkage Factor (Wheat) | Factor (\$/tonne) |
|--|--------------------------|
| Wheat delivered to a Port Terminal | 0.60% |
| Wheat received at Port from Approved Third Party Storage | 0.25% |

The Shrinkage Factor is separate from (and does not include) the Dust Fee which applies in accordance with section 2.5 below.

2.5 Dust Fee

The following dust factor will apply all tonnes outturned for export. The amount will be deducted from the Client's stock balance.

| Dust Outturn Fee (Wheat) | Factor |
|---|--------|
| Dust Outturn (for all tonnes out-turned for export) | 0.15% |

2.6 Port Handling & Shipping Fee

The Port Handling & Shipping Fee applies to the Outturn to vessel of all Bulk Wheat. It is calculated to tonnes after deducting the shrinkage factor (see section 2.3 above).

| | | \$ / mt | | | | | |
|------|-----|-----------------------------|----------------------------|------------|--------------|-----------|----------|
| | | Port Adelaide Inner Harbour | Port Adelaide Outer Harbor | Port Giles | Port Lincoln | Thevenard | Wallaroo |
| 2016 | Oct | \$ 13.64 | \$ 11.87 | \$ 12.12 | \$ 12.02 | \$ 14.66 | \$ 14.66 |
| 2016 | Nov | \$ 13.64 | \$ 11.87 | \$ 12.12 | \$ 12.02 | \$ 14.66 | \$ 14.66 |
| 2016 | Dec | \$ 15.37 | \$ 13.59 | \$ 13.85 | \$ 13.75 | \$ 16.38 | \$ 16.38 |
| 2017 | Jan | \$ 16.18 | \$ 14.41 | \$ 14.66 | \$ 14.56 | \$ 17.20 | \$ 17.20 |
| 2017 | Feb | \$ 16.18 | \$ 14.41 | \$ 14.66 | \$ 14.56 | \$ 17.20 | \$ 17.20 |
| 2017 | Mar | \$ 16.18 | \$ 14.41 | \$ 14.66 | \$ 14.56 | \$ 17.20 | \$ 17.20 |
| 2017 | Apr | \$ 16.18 | \$ 14.41 | \$ 14.66 | \$ 14.56 | \$ 17.20 | \$ 17.20 |
| 2017 | May | \$ 16.18 | \$ 14.41 | \$ 14.66 | \$ 14.56 | \$ 17.20 | \$ 17.20 |
| 2017 | Jun | \$ 15.37 | \$ 13.59 | \$ 13.85 | \$ 13.75 | \$ 16.38 | \$ 16.38 |
| 2017 | Jul | \$ 13.64 | \$ 11.87 | \$ 12.12 | \$ 12.02 | \$ 14.66 | \$ 14.66 |
| 2017 | Aug | \$ 13.64 | \$ 11.87 | \$ 12.12 | \$ 12.02 | \$ 14.66 | \$ 14.66 |
| 2017 | Sep | \$ 13.64 | \$ 11.87 | \$ 12.12 | \$ 12.02 | \$ 14.66 | \$ 14.66 |

The Port Handling & Shipping Fee includes the following services:

- shipping-related positioning (within normal working hours);
- shipping preparation;
- stevedoring (excluding the charges detailed below);
- Covers the loading of one grade in-line with applicable outturn standards;
- Only covers the loading of multiple grades if the clients outturn specifications are the applicable minimum outturn standard of the lowest grade.
 - The Fee specifically excludes where client requires the loading or mixing of multiple grades to meet specifications greater than the minimum outturn standard of the lowest grades. For example this includes where a client requests the loading of H2 into APW1 to make a protein above 10.5%.

- standard ship-sampling services of 1 x 2kg hatch sample and 1 x up to 3kg vessel composite sample;
- any related shipping documentation; and
- ship loading.

Ship sampling services

The standard ship sampling procedures (performed as a component of this fee) include a running sample for every vessel's hatch and a composite sample (for the entire vessel). Sampling required in excess of the standard offering must be negotiated between Viterra Operations and the Client prior to the offering of any such service.

Application of Port Handling & Shipping Fee

At all ports with the exception of Port Lincoln, the Port Handling & Shipping Fee provides for 24 hour shipping / 7 days per week (excluding Public Holidays), subject to available cargo and Labour Conditions for Shipping (see Schedule I of the Operational Protocols and Policies) and AO labour. Clients should be aware that operational conditions may result in additional charges being applied to this fee (see Schedule I of the Operational Protocols and Policies), and that factors which are beyond the control of Viterra Operations may result in ship-loading not being able to be performed on a 24 hour / 7 day basis.

The Port Handling & Shipping Fee allows for accumulation of cargoes during normal working hours. If the Client requires accumulation out of normal working hours, an additional fee must be negotiated with Viterra Operations before the accumulation begins.

Specific exclusions to the Port Handling & Shipping Fee

The Port Handling & Shipping Fee does not include charges for:

- Public Holidays or charges arising from delays. (Charges are set out in Schedule I of Operational Protocols and Policies);
- The loading of more than 2 slack hatches for a grain vessel that has loaded at a non Viterra port.
- Requests to perform only the trimming of a hold via the loading operations on a hold that has been partly loaded at a non Viterra facility and is required to be levelled as per approved grain stability calculations.
- Splash trimming - Splashing plates no charge, splashing gang labour at applicable rates.
 - Applicable hourly rate \$73.90 per person weekday only
 - Applicable hourly rate \$92.40 per person weekend

When the Port Handling & Shipping Fee is payable

The Port Handling & Shipping fee must be paid by the Client 14 days prior to the first day of the booking slot and the Client must provide Viterra Operations with the remittance advice relating to payment. However, if a Client books and nominates a vessel less than 14 days from the ETA within the booking slot, then all invoices in relation to this vessel are payable within 3 business days of the date of the invoice.

3. ADDITIONAL FEES

The following table sets out the Additional Fees that are payable in respect of Bulk Wheat received and handled at, and Outturned from, Viterra Operations' Port Terminals if the relevant services are requested or required to be provided.

Details of when each of the Additional Fees are payable and the services covered by each charge are also set out below.

| | Additional Fee | Summary of when payable |
|-------|---|--|
| 3.1 | Monthly storage fee | For storage of Bulk Wheat at Port Terminals. |
| 3.1.1 | Monthly storage fee | For storage of Bulk Wheat at Port Terminals. (Notional Port Stock) |
| 3.1.2 | Additional Monthly port storage fee | For storage of Bulk Wheat at Port Terminal |
| 3.2 | Late vessel nomination fee | If the Client names a vessel less than 14 days prior to the ETA. |
| 3.3 | Booking transfer fee, Booking movement, Split Booking and Early Slot Surrender Rebate | If the Client applies to transfer a booking in accordance with the Port Loading Protocols. |
| 3.4 | Domestic out-turning fee or site-to-site movement fee | If the Client requires domestic out-turn of Bulk Wheat or transfers between Inner Harbour and Outer Harbor. |
| 3.4.1 | Inner Harbour to Outer Harbor Movement Fee | If the Client requires the movement of Bulk Wheat or transfers between Inner Harbour and Outer Harbor. |
| 3.5 | Domestic Out-Turn Surcharge | If labour is requested for domestic out-turning on a weekend/public holiday. |
| 3.6 | Vessel variation fee & shipping repositioning fee | If the named or substitute vessel fails to arrive or load according to the booking schedule. |
| 3.7 | Port Terminal Utilisation Fee | A vessel has completed loading but remains at that berth |
| 3.8 | Shipping Repositioning Fee | If the Client requires the movement of Bulk Wheat from Storage to shipping position or vice versa. |
| 3.9 | Minimum cargo lift fee | If the total vessel load is less than 15,000mt (excluding two-port loading from Viterra Operations' Port Terminals). |
| 3.10 | Blending Fee - (Customised Cargo Loading) | For blending requests in addition to services offered under the Port Handling & Shipping Fee. |
| 3.11 | Extraordinary fumigation fee | If the Client allows inadequate time for fumigation when requesting harvest shipping or making a booking. |
| 3.12 | Over time labour fee | If Client has ordered labour and does not use that labour. |
| 3.13 | Cell reservation fee | If cell reservation is requested by the Client. |
| 3.14 | Return fee | If Bulk Wheat is rejected at destination and re-delivered to the Port Terminal. |
| 3.15 | Transfer in-store administration fee | For in-store and client-to-client transfers. |
| 3.16 | Out-turn certificate | If a certificate is requested by the Client. |
| 3.17 | Sample provisions | If additional sampling requested by the Client. |
| 3.18 | Regrade fee | If requested by the Client or required by Viterra Operations. |
| 3.19 | Additional Account Set Up and Maintenance Fee | Applicable to the 6 th account per entity |
| 3.20 | Lost Capacity Fee | If the Client executes less than 90% of the Capacity of a Booking |

3.1 Monthly Storage Fee (Levied per tonne for Stock on Hand as at the 1st of each month)

There are no additional storage costs charged during the first calendar month of storage (see section 2.31). The Monthly Storage Fee will apply for every subsequent calendar month (or part month) that the Bulk Wheat remains in storage.

The Monthly Storage Fees set out below:

- (a) will be applied to all 2016/2017 season Bulk Wheat in storage (post application of the shrinkage factor set out in section 2.4, above) after the first month of delivery into Viterra Operations’ facilities; and
- (b) will then be applied to the opening stock balance on the first day of each month for so long as the Bulk Wheat remains in storage, and charges accumulate for the length of time in storage.

For the avoidance of doubt:

- (a) the Client will be required to pay the Monthly Storage Fee;
- (b) in the case of warehoused wheat, the Monthly Storage Fee will be accumulated against the wheat and charged to the client on transfer; and
- (c) Previous Season’s wheat will be charged at the rates applicable according to the “Previous Season” Schedule (see below).

| | | \$ / mt | |
|------|-----|-----------------------------|--------------------------------|
| | | Season 2016/17 (Table A) | Previous Season (Table B) * |
| | | Wheat | Wheat |
| 2016 | Oct | \$ 1.25 | \$ 4.25 |
| 2016 | Nov | \$ 1.25 | \$ 4.95 |
| 2016 | Dec | \$ 1.25 | \$ 2.50 |
| 2017 | Jan | \$ 1.25 | \$ 2.50 |
| 2017 | Feb | \$ 1.35 | \$ 2.50 |
| 2017 | Mar | \$ 1.35 | \$ 2.50 |
| 2017 | Apr | \$ 1.35 | \$ 2.50 |
| 2017 | May | \$ 1.65 | \$ 2.50 |
| 2017 | Jun | \$ 1.65 | \$ 2.50 |
| 2017 | Jul | \$ 1.65 | \$ 2.50 |
| 2017 | Aug | \$ 1.65 | \$ 2.50 |
| 2017 | Sep | \$ 3.50 | \$ 3.50 |

Notes:

- * Means Grain of seasons prior to 2016/17 and in store as at 1 October 2016.
- Monthly Storage Fees accrue on a cumulative basis.
- The Client will be charged warehouse’s accumulated Storage Fees for all transfers in store.

3.1.1 Monthly Storage Fee for stock transferred into Export Select and held in notional port (Levied per tonne for Stock on Hand as at the 1st of each month)

There are no additional storage costs charged during the first calendar month of storage (see section 2.31). The Monthly Storage Fee will apply for every subsequent calendar month (or part month) that the Bulk Wheat remains in storage.

The Monthly Storage Fees set out below:

- (d) will be applied to all 2016/2017 season Bulk Wheat in notional port storage (post application of the shrinkage factor set out in section 2.4, above) after the first month of delivery into Viterra Operations' facilities; and
- (e) will then be applied to the opening stock balance on the first day of each month for so long as the Bulk Wheat remains in storage, and charges accumulate for the length of time in storage.

For the avoidance of doubt:

- (f) the Client will be required to pay the Monthly Storage Fee;
- (g) in the case of warehoused wheat, the Monthly Storage Fee will be accumulated against the wheat and charged to the client on transfer; and
- (h) Previous Season's wheat will be charged at the rates applicable according to the "Previous Season" Schedule (see below).

| | | \$ / mt | |
|------|-----|-----------------------------|--------------------------------|
| | | Season 2016/17 (Table A) | Previous Season (Table B) * |
| | | Wheat | Wheat |
| 2016 | Oct | \$ 1.15 | \$ 4.10 |
| 2016 | Nov | \$ 1.15 | \$ 4.80 |
| 2016 | Dec | \$ 1.15 | \$ 2.35 |
| 2017 | Jan | \$ 1.15 | \$ 2.35 |
| 2017 | Feb | \$ 1.20 | \$ 2.35 |
| 2017 | Mar | \$ 1.20 | \$ 2.35 |
| 2017 | Apr | \$ 1.20 | \$ 2.35 |
| 2017 | May | \$ 1.50 | \$ 2.35 |
| 2017 | Jun | \$ 1.50 | \$ 2.35 |
| 2017 | Jul | \$ 1.50 | \$ 2.35 |
| 2017 | Aug | \$ 1.50 | \$ 2.35 |
| 2017 | Sep | \$ 3.35 | \$ 3.35 |

Notes:

- * Means Grain of seasons prior to 2016/17 and in store as at 1 October 2016.
- Monthly Storage Fees accrue on a cumulative basis.
- The Client will be charged warehouse's accumulated Storage Fees for all transfers in store.

3.1.2 Additional Monthly Port Storage Fee

This Fee is applicable to all Non Export Select tonnes delivered to Viterra Port Facilities which cannot be transferred into Export Select

The monthly port storage fee is payable in addition to either 3.1 or 3.1.1 monthly storage fees for all tonnes delivered to port which are not covered under Export Select. For the avoidance of doubt grower deliveries, receipt at port from approved third party facilities and receipt at port from non approved third party facilities will attract the Monthly Port Storage Fee in addition to either 3.1 or 3.1.1.

Tonnes delivered directly to port such as grower deliveries, receipt at port from approved third party facilities and receipt at port from non approved third party facilities and any others which are not covered under Export Select will be unable to be transferred into Export Select at Port.

| | | \$/ mt | | | | | |
|------|-----|---------------|--------------|-----------|----------|--------------|------------|
| | | Port Adelaide | Outer Harbor | Thevenard | Wallaroo | Port Lincoln | Port Giles |
| 2017 | Feb | \$ 0.50 | | \$ 0.20 | \$ 0.20 | \$ 0.50 | \$ 0.20 |
| 2017 | Mar | \$ 0.50 | | \$ 0.20 | \$ 0.20 | \$ 0.50 | \$ 0.20 |
| 2017 | Apr | \$ 0.50 | | \$ 0.30 | \$ 0.30 | \$ 0.50 | \$ 0.30 |
| 2017 | May | \$ 0.50 | | \$ 0.30 | \$ 0.30 | \$ 0.50 | \$ 0.30 |
| 2017 | Jun | \$ 0.50 | | \$ 0.30 | \$ 0.30 | \$ 0.50 | \$ 0.30 |
| 2017 | Jul | \$ 0.50 | | \$ 0.30 | \$ 0.30 | \$ 0.50 | \$ 0.30 |
| 2017 | Aug | \$ 0.50 | | \$ 0.30 | \$ 0.30 | \$ 0.50 | \$ 0.30 |
| 2017 | Sep | \$ 0.50 | | \$ 0.30 | \$ 0.30 | \$ 0.50 | \$ 0.30 |

3.2 Late Vessel Nomination Fee

The Booking Fee (see section 2.1) reserves a slot for the Client's vessel. The Client must name the vessel prior to its ETA. If the vessel is named less than 14 days in advance of the ETA, the following late vessel nomination fee is payable. For the avoidance of doubt if a vessel has been named greater than 14 days prior to the ETA and then is substituted less than 14 days in advance of its ETA the Late Vessel Nomination Fee is applicable.

| <i>All Ports - Days Notice of Named Vessel Nomination prior to ETA</i> | All commodities |
|--|------------------------|
| | \$/MT |
| > or = 14 days | - |
| >10 < 14 days | 0.75 |
| = or < 10 days | 1.50 |

3.3 Booking Transfer Fee, Booking Movement Fee, Split Booking Fee and Early Booking Surrender Rebate

- (a) The Booking Transfer Fee applies if the Client submits a Transfer Notice in accordance with the Port Loading Protocols.

Viterra Operations will invoice the Booking Transfer Fee after it receives the Transfer Notice.

- (b) A Booking Movement Fee applies if the Client requests that a Booking be moved to a different Slot in accordance with the Port Loading Protocols.
- (c) The Split Booking Fee applies if the Client divides a Booking into more than one Booking in accordance with the Port Loading Protocols.

Viterra Operations will invoice the Split Booking Fee after it receives the Client's application.

- (d) The Early Booking Surrender Rebate will be payable as set out in the Port Loading Protocols.

| | |
|------------------------------------|---|
| Booking Transfer Fee | \$300 / transfer |
| Booking Movement Fee | \$300 / movement |
| Booking Adjustment Fee | \$300 / adjustment |
| Early Slot Surrender Rebate | \$2.50 / mt (or such pro-rata amount of the Booking Fee or Auction Fee as calculated in accordance with the Port Loading Protocols) |

3.4 & 3.4.1 Domestic Out-Turning Fee

The Domestic Out-Turning Fee applies where a Client out-turns Bulk Wheat from a Port Terminal (other than outloading to a vessel). It includes services provided by Viterra Operations in relation to the:

- domestic outturn of Bulk Wheat held at a Port Terminal; and
- movement of Bulk Wheat from Inner Harbour to Outer Harbor (or *vice versa*).

The charge applies to tonnes post-application of the shrinkage factor set out in section 2.3 above.

| | |
|--|----------------------|
| Domestic Out-turn Fee Port Terminals | \$3.65 / mt |
| Inner Harbour to Outer Harbor Movement Fee | Price on application |

3.5 Domestic Out-Turn Surcharge

The following Domestic Out-Turn Surcharge will apply where the Client requests labour at a Port Terminal during a weekend or on a public holiday. A minimum out-turn requirement of 200 mt in a 4 hour period applies.

| | |
|---|----------------|
| Domestic Out-Turn Surcharge (for weekends & public holiday) | \$3.50 / tonne |
|---|----------------|

The Domestic Out-Turn Surcharge is in addition to the Domestic Out-turning Fee (see section 3.4 above).

3.6 Vessel Variation Fee & Shipping Repositioning Fee

The Vessel Variation Fee & Shipping Repositioning Fee cover the additional services that Viterra Operations needs to provide in order to accommodate the variation and repositioning of cargoes.

A. Vessel Variation Fee

1. Application

The Vessel Variation Fee applies if:

- (a) **(delay from original ETA):** accumulation has commenced for a named vessel and the vessel (or its substitute) is delayed by 3 days or more from the original ETA provided by the Client; or
- (b) **(failed survey):** the vessel is unable to load as planned on the latest load date provided on Viterra Operations' shipping stem because the vessel fails to pass marine or Department of Agriculture survey (or Viterra reasonably considers that the vessel has failed such a survey); or
- (c) **(Export Standard accumulation):** the vessel is unable to load as planned on the latest load date provided on Viterra Operations' shipping stem because the Client Export Standard grain accumulation is delayed for any reason; or
- (d) **(failure to meet cleaning timeframes):** the vessel fails survey as above and then fails to meet the cleaning timeframes set out below.

The Client will be charged additional Vessel Variation Fees if, it fails to meet the subsequent cleaning timeframes stipulated below after it failed survey as per (b) above.

Cleaning timeframes

Where a vessel fails surveys as above and needs to be cleaned, a total time allowance for the vessel to re-present at the intended load port, pass marine and Department of Agriculture surveys and be in a ready condition to commence loading operations will be as follows:

- Panamax or larger sized vessels – 5 days from the latest load date provided on Viterra Operations' shipping stem.
- Smaller than a Panamax sized vessel – 3 days from the latest load date provided on Viterra Operations' shipping stem.

These time periods apply regardless of whether or not the vessel must sail to another port to conduct the requisite cleaning to allow the vessel to pass the survey.

Failure to meet the cleaning timeframes as above will result in an additional Vessel Variation Fee and a new deadline will be set from the expiry of the last timeframe in line with the same cleaning days allowed as above.

| | |
|---|---|
| <p>Vessel Variation Fee</p> <ul style="list-style-type: none"> • Pt Adelaide Outer Harbor • A variation to a vessel as in (a) - (d) of the Explanatory Notes • The Vessel Variation Fee may be charged on more than one occasion at multiple ports in respect of a vessel | <p>\$1.00 / mt per day for day 1</p> <p>\$0.75 / mt per day for subsequent on wards or part thereof</p> |
| <p>Vessel Variation Fee</p> <ul style="list-style-type: none"> • Pt Adelaide Inner Harbour, Thevenard, Wallaroo, Port Lincoln, Port Giles • A variation to a vessel as in (a) - (d) of the Explanatory Notes • The Vessel Variation Fee may be charged on more than one occasion at multiple ports in respect of a vessel | <p>\$1.00 / mt per for day 1</p> <p>\$0.50 / mt per day for subsequent on wards or part thereof</p> |

3.7 Port Terminal Utilisation Fee

Where there is a vessel line-up for a Port Terminal berth, and the vessel currently occupying the load berth has completed loading but remains at that load berth for any reason other than waiting for a suitable tide for departure or where the vessel needs to wait for the provision of services to sail by the Port Authority, then a fee per calendar day will apply.

| | |
|---|------------------------|
| <p>Port Terminal Utilisation Fee</p> | <p>\$2,000 per day</p> |
|---|------------------------|

3.8 Shipping Repositioning Fee

The Shipping Repositioning Fee applies in the following circumstances and incurs the corresponding fee set out in Schedule A of the Manual:

| | |
|--|-------------------------------------|
| Re-positioning to Other Permanent Storage at the particular Port Terminal (and back to shipping block) | \$2.50 / mt |
| Re-positioning to bunkers at the particular Port Terminal (or Wallaroo block 8) and back to shipping block | \$8.00 / mt (includes freight cost) |
| Re-positioning between Outer Harbor and Inner Harbour (includes Outturn, freight and port in-loading) | POA |

- (a) repositioning of shipping stock to other permanent storage at the particular Port Terminal Facility and back to a shipping block;
- (b) repositioning of shipping stock to bunkers at the particular Port Terminal Facility (or Wallaroo block 8) and back to the shipping block; or
- (c) repositioning of shipping stock from Outer Harbor to Inner Harbour (including Outturn at Outer Harbor, freight & port in-loading at Inner Harbour).

3.9 Minimum Cargo Lift Fee

The Minimum Cargo Lift Fee applies to all tonnes loaded on a vessel at any of Viterra Operations' Port Terminals.

| Minimum Cargo Lift Fee | Charge |
|--|-------------|
| All vessels loaded with less than 15,000mt (for each load) for Port Lincoln, Port Giles and Outer Harbor | \$1.50 / mt |
| All vessels loaded with less than 10,000mt (for each load) for Wallaroo, Thevenard, Inner Harbour | \$1.50 / mt |

3.10 Blending Fee - (Customised Cargo Loading)

The Client may request blending services on the Vessel Nomination Advice in which case the Blending Fee will be chargeable over the total tonnes to be loaded with respect to the parcel or vessel as requested by the Client.

The Blending Service includes but is not limited to:

- loading of different binned grades into a vessel or hatch to produce client specifications greater than the minimum outturn standard of the lowest grade as allocated by the client to the vessel or parcel
- Segregation of grades or parcels at port and loading from these segregations to make a Client requested specification;
- Actively monitor specifications and if possible adjust load rates based on continued sampling;
- Pre-blending or mixing grades of multiple grades into one or more segregations
- Active monitoring of quality specifications and provision of guidance to clients regarding their allocated stock to meet client specific specifications.

If the composite vessel sample does not meet the quality specifications, and the customised grade was agreed between the client and Viterra then the Blending Fee charged for meeting the specification will be refunded. Note the refund will not be applicable if any third party grain and / or Export Standard movements did not meet there specifications provided by the client.

| | |
|---|--------------|
| Blending Fee - (Customised Cargo Loading) | \$ 1.30 / mt |
|---|--------------|

3.11 Extraordinary Fumigation Fee

The Extraordinary Fumigation Fee applies where a Client requests harvest shipping, or makes a booking without allowing Viterra Operations adequate time to fumigate the Grain, and the Client requires fumigation. The cost detailed in Schedule A applies to the whole bin / cell irrespective of the number of tonnes within it. For the avoidance of doubt the cost detailed is the cost per bin / cell within a block of cells. Therefore if there are multiple cells / bins within a block the cost will be multiplied by the number of cells utilised regardless of the number of tonnes within each cell.

Note: Methyl bromide treatments are only available at Port Adelaide (Block 5), Port Giles and Wallaroo (Block 8)

3.12 Overtime Labour Fee

The Overtime Labour Fee applies in the circumstances, and in the amounts, set out in Schedule I of the Operational Protocols and Policies.

3.13 Cell Reservation Fee

The Client may request Viterra Operations to reserve a Cell. If Viterra Operations agrees to the reservation of a Cell, Viterra Operations will charge a Cell Reservation Fee.

| | |
|----------------------|-----|
| Cell Reservation Fee | POA |
|----------------------|-----|

3.14 Return Fee

The Re-Delivery Fee is applicable to Bulk Wheat which is out-turned from Viterra Operations' Port Terminals and which, having been rejected at its destination for reasons outside of Viterra Operations' control, is tendered for re-delivery to a Port Terminal

| | |
|--|-------------|
| Return of Bulk Wheat to a Port Terminal (following rejection at destination) | \$8.30 / mt |
|--|-------------|

3.15 Transfer In-Store Administration Fee

In-store or client-to-client transfers can be performed either manually or automatically (via www.ezigrain.com.au). The following Transfer In-Store Administration Fee will apply to such transfers, and will be applied to the purchasing client's account:

| | |
|---|-------------|
| Client-to-client In-Store Transfer Administration Fee | \$0.50 / mt |
| Client to Client In-Store Transfer Administration Fee at Notional Port | \$0.30 / mt |

If an In-store transfer is made from a Warehouse to the Client, the Client will be charged and will be responsible for all unpaid Storage and Handling Charges that have accumulated to the account of the Warehouse in respect of the transferred Bulk Wheat.

3.16 Out-turn Certificate Fee

This fee applies to the provision of an outturn certificate (or copy of an outturn certificate) if requested by the Client.

The Out-turn Certificate Fee applies in respect of each out-turn certificate issued.

The out-turn certificate will be in Viterra Operations' standard format, outlining for the treatment and quality details for an individual out-turn.

| | |
|---|---|
| Out-turn Certificate Fee (if requested by a Client) - treatment or quality / weight | Original or altered certificates (and copies): \$160 each |
|---|---|

3.17 Customised Sample Request Fee

The Customised Sample Request Fee applies if the Client requests a sample (other than is included in the Receival and In-loading charges (section 2.2) and Port Handling & Shipping Service Fee).

The Customised Sample Request Fee is as follows:

| Sample Provisions | Charge |
|--|------------|
| Zone Samples | \$305 each |
| Semi Zone Samples | \$250 each |
| Harvest Zone Samples | \$250 each |
| Ad Hoc Samples | \$135 each |
| Pre-Shipment Samples (per parcel) | \$270 each |
| Additional to the Standard Shipping Sample of 1 x 2kg hatch sample and 1 x up to 3kg vessel composite sample | \$270 each |
| Refer to Explanatory Notes and Pricing, Procedures and Protocols Manual for service detail Courier costs for Pre Shipment Samples and Additional Standard Shipping Samples within Australia is included in the Sampling Fee above | |

3.18 Regrade Fee

The Regrade Fee applies to all regrades. The regrade may occur at the request of the Client or by direction of Viterra Operations. Viterra Operations is not bound to regrade at the request of the Client.

This fee is in addition to the other fees (including receival and storage) relating to the delivery of the original parcel of grain regraded.

| Regrade Fee | Charge |
|----------------|-------------|
| Grade / season | \$3.90 / mt |

3.19 Additional Account Set Up and Maintenance Fee

The Additional Account Set Up and Maintenance Fee applies to any additional accounts requested by a Client over the maximum of 5 provided.

| Additional Account Fee | Charge |
|---|--------------|
| Additional Account Set Up and Maintenance Fee | \$5,000 each |

3.20 Lost Capacity Fee

The Lost Capacity Fee will be payable if a Client executes less than 90% of the Capacity that is the subject of a Booking. For the avoidance of doubt the Lost Capacity Fee is payable for Long Term Capacity, Short Term Capacity and Additional Short Term Capacity. Capacity will be considered to be “executed” if the Client’s vessel arrives at the Port Terminal during the booking slot or the relevant Grace Period and the tonnes loaded onto the vessel.

The Lost Capacity Fee is payable in respect of Capacity that is intended for execution on or after 1 October 2016, regardless of when that Capacity is booked.

| | |
|-------------------|-------------|
| Lost Capacity Fee | \$5.00 / mt |
|-------------------|-------------|

Further details in relation to the application of the Lost Capacity Fee are set out below.

Responsibility for payment of Lost Capacity Fee

- (a) The Client that holds the relevant Capacity at the commencement of the booking slot will be responsible for payment of any Lost Capacity Fee. For the avoidance of doubt:
- (i) if a Client transfers a Booking and the transfer is approved by Viterra Operations in accordance with clause 9 of the Port Loading Protocols, the Transferee will be responsible for paying any Lost Capacity Fee in relation to the transferred Booking; and
 - (ii) if a Client surrenders Capacity in accordance with clause 8 of the Port Loading Protocols, then the Client will be responsible for paying any Lost Capacity Fee in relation to the surrendered Capacity, except to the extent that Capacity is the subject of a new Booking by another Client (in accordance with clause 8.2 of the Port Loading Protocols) or if Viterra Operations decides not to make the surrendered Capacity available for new Bookings (in accordance with clause 2.4(c) of the Port Loading Protocols). This means that:
 - (A) if some or all of the surrendered Capacity is the subject of a new Booking (in accordance with clause 8.2 of the Port Loading Protocols), the Client that makes the new Booking will be responsible for paying any Lost Capacity Fee in respect of the Capacity covered by the new Booking (and the Client that surrendered the Booking will remain responsible for paying any Lost Capacity Fee in respect of Capacity that is not covered by the new Booking); and
 - (B) if Viterra Operations decides (in accordance with clause 2.4(c) of the Port Loading Protocols) not to make some or all of the surrendered Capacity available for new Bookings, the Client that surrendered the Booking will only be responsible for paying any Lost Capacity Fee in respect of Capacity that Viterra Operations offers to, and which is not the subject of a new Booking by, other Clients.

Calculating the Lost Capacity Fee

- (b) Subject to paragraphs 3.18(c) – (e) below, the Lost Capacity Fee will be calculated as the difference between:
- (i) 90% of the Capacity that is the subject of the Booking; and
 - (ii) the actual tonnes executed by the Client under the Booking,
- provided that amount is above zero tonnes. This 10% allowance is consistent with, and reflects, the “tolerance” levels for the execution of Bookings as set out in the Port Loading Protocols.
- (c) If a Client surrenders Capacity that is the subject of a Booking (in accordance with clause 8 of the Port Loading Protocols), then the amount set out in section 3.18(b)(i) above will be “90% of the amount of Capacity of the original Booking that is not the subject of any new Booking”;
- (d) If a Client divides a Booking into more than one Booking (in accordance with clause 3.2 of the Port Loading Protocols), each “split” Booking will be considered to be a separate Booking and the Lost Capacity Fee applies if less than 90% of Capacity of each “split” Booking is executed;
- (e) If a Client redistributes the tonnages in respect of two Bookings across two Port Terminals with the consent of Viterro Operations (and otherwise in accordance with clause 5.7 of the Port Loading Protocols), the Lost Capacity Fee will be payable in respect of the difference between:
- (i) 90% of the aggregate Capacity of those two Bookings; and
 - (ii) the actual tonnes executed by the Client under those two Bookings.
- (f) Each of the calculations set out in sections 3.18(b) to (e) can be applied alone or in combination with each other.

Payment of Lost Capacity Fee

- (g) The Client must pay any Lost Capacity Fee due within 14 days after receipt of an invoice in respect of that Lost Capacity Fee.

4. INVOICING AND PAYMENT TERMS

4.1 Invoicing

Viterra Operations will invoice the Client for Services as follows:

- (a) for Outturn Services for the loading of a shipping vessel, in advance of providing those Services; and
- (b) for all other Services, in arrears.

4.2 Payment

The Client must pay Viterra Operations the full amount of an invoice as per the due date on that invoice.

4.3 No obligation to extend credit

Whether the amount of an invoice for Outturn Services for the loading of a shipping vessel has fallen due for payment under clause 1.2 or not, the Client is not entitled to be provided with those Services until that invoice is paid in full.

4.4 No set off

The Client is not entitled to withhold payment of any disputed amount the subject of an invoice issued by Viterra Operations, or to set off against the amount of an invoice any other claim that it has against Viterra Operations.

4.5 Transfer of liability

If the Client purchases Grain which is already Warehoused or is or has been stored, handled or treated by Viterra Operations, and there are unbilled and/or unpaid fees and charges in respect of the Grain for any period or for anything done prior to the purchase, then the Client is liable for those fees and charges and must pay them to Viterra Operations, unless otherwise agreed with Viterra Operations.

4.6 GST

- (a) If GST is payable by Viterra Operations in respect of any Taxable Supply to the Client under this Agreement, the Client must pay any such GST (in addition to any other amounts payable under this Agreement).
- (b) Viterra Operations will provide the Client with a tax invoice that complies with the GST Legislation.
- (c) All fees and charges in this Agreement are expressed exclusive of GST.

4.7 Default in payment

If the Client fails to make payment of an invoice in accordance with this clause, then:

- (a) all existing invoices will become immediately due and payable; and
- (b) Viterra Operations may, in its absolute discretion, suspend the provision of any or all Services until such time as all outstanding invoices have been paid.

4.8 Interest on late payments

If default is made by the Client in the due payment of any monies payable under this Agreement, then although no demand for payment may have been made, the amount in respect of which such default is made or so much thereof as may from time to time remain unpaid, will bear simple interest at the rate of interest being 3% higher than the Commonwealth Bank's Corporate Overdraft Reference Rate from time to time, calculated on a daily basis from the due date to the date of actual payment in full.

4.9 Security

- (a) The Client will, if required by Viterra Operations:
 - (i) arrange for its directors and/or shareholders to personally guarantee the Client's performance under this Agreement by signing a written guarantee in a form and on conditions specified by Viterra Operations (**Guarantee**); or
 - (ii) obtain or deposit with Viterra Operations an unconditional bank guarantee or bond in a form and for an amount required, and given by a bank or insurer approved, by Viterra Operations by way of guarantee for the performance by the Client of its obligations under this Agreement (**Security**).
- (b) Any Guarantee or Security required by Viterra Operations must be established:
 - (i) prior to Viterra Operations receiving Grain from the Client; and
 - (ii) within 7 days after it has been requested by Viterra Operations.
- (c) If the Client defaults, Viterra Operations may call up, draw on, use, appropriate and apply the whole or part of the Security as may be necessary in the opinion of Viterra Operations to compensate Viterra Operations for loss or damage suffered by Viterra Operations by reason of the Client's default, and:
 - (i) any use or appropriation of the Security by Viterra Operations does not operate to waive the default and does not affect Viterra Operations' other rights; and
 - (ii) if the Security or any part of it is used or appropriated by Viterra Operations, the Client must within 7 days from receipt of a request by Viterra Operations pay to or deposit with Viterra Operations new or additional security in a form and for an amount as specified by Viterra Operations.
- (d) On termination of this Agreement and if the Client has complied with this Agreement, the Security less any sums drawn on, used or appropriated by Viterra Operations and not reinstated by way of further security, must be refunded, returned or cancelled.