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Chicago Title Insurance Company of Oregon

POLICY OF TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY OF OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF OREGON, an Oregon corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

CHICAGO TITLE INSURANCE COMPANY OF OREGON

By:

Bradley J London

President

Issued by:
CHICAGO TITLE INSURANCE COMPANY
OF OREGON
10001 S.E. SUNNYSIDE RD.
CLACKAMAS, OREGON 97015
(503) 653-7300

Norman Lee

Authorized Signature

By:

Thomas J Adams

Secretary

ALTA OWNER'S POLICY (10-17-92)

Reorder Form No. 9452

Portland, OR

CARG002791

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. **(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.**

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. **Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.**

3. **Defects, liens, encumbrances, adverse claims or other matters:**

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. **Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:**

   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

      (a) to timely record the instrument of transfer; or

      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

CARG002792

SCHEDULE A

Date of Policy: July 17, 1995 at 1:41 p.m. Policy No.: 140090

Amount of Insurance: $6,380,000.00 Amount of Premium: $16,780.50

1. Name of Insured:

   CARGILL, INCORPORATED, a Delaware corporation

2. The estate or interest in the land which is covered by this policy is:

   FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

   CARGILL, INCORPORATED, a Delaware corporation

4. The land referred to in this policy is described as follows:

   (Continued)

Order No: 140090

LEGAL DESCRIPTION

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of North River Street, said point being South 50°58'41" East a distance of 235.49 feet from the East corner of River Lot 19, Albina, as conveyed to Dillingham Corporation, by Deed recorded February 13, 1969 in Book 663 Page 196, Deed Records; thence along said Southwesterly line South 50°58'41" East a distance of 179.04 feet to a point; thence leaving said Southwesterly line of North River Street North 88°46'41" West a distance of 13.54 feet to a point; thence South 59°22'30" West 361.2 feet more or less to a point on the Harbor line; thence along said Harbor line North 34°31'11" West 8.0 feet more or less; thence North 50°14'11" West 268.8 feet more or less to a point on the Southwesterly extension of the Southeasterly line of River Lot 19, Albina; thence leaving said Harbor line North 39°01'19" East along said Southwesterly extension and Southeasterly line a distance of 145.9 feet more or less to a point; thence leaving said Southwesterly extension of the Southeasterly line of River Lot 19, Albina, South 52°19'00" East a distance of 93.00 feet to a point; thence North 58°02'25" East a distance of 22.60 feet to a point; thence South 30° 52'05" East a distance of 57.93 feet to a point; thence North 58°44'50" East a distance of 194.39 feet to a point; thence South 50°58'41" East a distance of 15.14 feet to a point; thence North 39°01'19" East a distance of 8.25 feet to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along the Westerly line of Third Street and the Westerly right of way line of said O.W.R. & N. CO., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along

(Continued)

Order No: 140090

LEGAL DESCRIPTION

said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

Policy No. 140090

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes for the fiscal year 1995-96, a lien but not yet payable.

2. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of the Willamette River.

3. Any adverse claims based upon the assertion that the Willamette River has changed in location.

4. Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

5. Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

6. An easement created by instrument, including terms and provisions thereof.
   Recorded: March 24, 1882
   Book: 54
   Page: 77
   In Favor Of: Oregon Railway and Navigation Co.
   For: Slope purposes

7. Utility easements, if any, by reason of said property having once been classified as part of North Albina Avenue. (Affects Parcel I)

8. Right, title and interest of others in and to a spur track as disclosed by Deed to R. Anthony DuBay and wife;
   Recorded: September 18, 1963
   Book: 2187
   Page: 190
   (Affects Parcel I)

(Continued)

Policy No: 140090

9. An easement created by instrument, including terms and provisions thereof.

Dated:	March 17, 1964
Recorded:	January 29, 1965
Book:	221
Page:	190
In Favor Of:	Oregon-Washington Railroad and Navigation Company, an Oregon corporation, its successors, assigns and lessees, including its lessee, Union Pacific Railroad Company, a Utah corporation
For:	To maintain, operate, use, repair and renew a standard gauge railroad track or tracks

10. Easement Agreement, including the terms and provisions thereof;

Dated:	September 12, 1967
Recorded:	September 27, 1967
Book:	583
Page:	1456
By and Between:	Albina Engine and Machine Works, Inc., a corporation; and Pacific Power and Light Company, a corporation

As supplemented by instrument;

Recorded:	December 12, 1968
Book:	654
Page:	1158

As further supplemented by instrument;

Recorded:	June 3, 1969
Book:	680
Page:	863

(Affects Parcel I)

11. Permit Agreement, including the terms and provisions thereof;

Dated:	March 21, 1969
Recorded:	April 14, 1969
Book:	672
Page:	91
By and Between:	Pacific Power and Light Company, a Maine corporation; and Pacific Northwest Bell Telephone Company

(Affects Parcel I)

(Continued)

12. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in City of Portland, Ordinance No. 136458.
    Recorded: May 15, 1973
    Book: 926
    Page: 1398

13. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in Conditional Use Request No. CU3-75.
    Recorded: January 27, 1975
    Book: 1025
    Page: 501

14. An easement created by instrument, including terms and provisions thereof.
    Dated: June 24, 1976
    Recorded: July 9, 1976
    Book: 1114
    Page: 718
    In Favor Of: Pacific Power and Light Company
    For: Electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances
    Affects: Parcel II

15. An easement created by instrument, including terms and provisions thereof.
    Dated: February 14, 1978
    Recorded: April 12, 1978
    Book: 1255
    Page: 437
    In Favor Of: Pacific Power and Light Company
    For: Electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances
    Affects: Parcel II

(Continued)

Policy No: 140090

16. Matters disclosed by Survey by W.B. Wells & Associates, Inc., dated June 30, 1995, Job No. 95-154, as follows:
    A. Encroachments of fences, gate, and utilities into N. River Street;
    B. Fence encroachment into property adjacent on the East to the Northerly portion of Parcel I;
    C. Fence encroachment into property adjacent Southeasterly to the Southeasterly line of Parcel II;
    D. Encroachment of asphalt into property adjacent Northwesterly to the Northeasterly portion of Parcel I;
    E. Encroachment of grain loading apparatus beyond the old harbor line of Parcel II;
    F. Unrecorded easement for underground power and underground telephone lines in the Southeasterly corner of Parcel I and through Parcel II;
    G. Unrecorded easement in favor of the City of Portland for sanitary sewer and storm drain along the Northwesterly line of Parcel II and the Southeasterly portion of Parcel I;
    H. Unrecorded easement for guy wire in the Northerly portion of Parcel II and the Southeasterly portion of Parcel I;
    I. Right, title, and interest of unknown owners and/or parties in possession of railroad tracks encroaching into the Easterly portion of Parcel II;

    (NOTE: The survey discloses the following note: Title report exception No. 14, an easement for railroad purposes, Book 221, Page 19, recorded January 29, 1965, is non-locatable. The easement description calls along a spur alignment [No. 224] that no longer is in the same position. The description also calls to a dock and building that are no longer in existence. New easement for existing tracks should be prepared and recorded).

    J. Any adverse claim arising from the indefinite location of the harbor line referred to in the legal descriptions of Parcels I and II;
    K. Any adverse claim arising as a result of the indefinite location of the Northwesterly and Northeasterly lines of Parcel I; and
    L. Intrusion of improvements below the mean high water mark of the Willamette River.

    NOTE: The point of beginning for Parcel II was erroneously indicated on said survey, and an amended survey will be forthcoming.

End of Policy

July 26, 1995
dw

OWNER'S INFLATION PROTECTION ENDORSEMENT

Attached to Policy No. 140090
Issued by

CHICAGO TITLE INSURANCE COMPANY OF OREGON

Dated: July 17, 1995 at 1:41 p.m. Premium: No Charge

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the insured owner named in the policy, hereby modifies the policy, as follows:

1. notwithstanding anything contained in the policy to the contrary, the amount of insurance provided by the policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified;

2. 'adjustment date' is defined, for the purpose of this endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the date of policy, as shown in Schedule A of the policy to which this endorsement is attached and on each succeeding January 1;

3. an upward adjustment will be made on each of the adjustment dates, as defined above, by increasing the maximum of insurance provided by the policy by 10% (ten percent) per year for 5 (five) years; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of the policy, less the amount of any claim paid under the policy which, under the terms of the conditions and stipulations, reduces the amount of insurance in force;

4. in the settlement of any claim against the Company under the policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as the date of receipt by the Company of the first notice of the claim, whichever shall first occur.

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY
OF OREGON

BY: Norman Lee
Authorized Signature

6.1 Endorsement

CARG002800

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.
The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION
Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY
In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company of Oregon
Claims Department
P.O. Box 218
Portland, Oregon 97207

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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 14th day of July, 1995, by and between BUNGE CORPORATION, a New York corporation, with its principal office located at 11720 Borman Drive, St. Louis, Missouri 63146 ("Bunge") and CARGILL, INCORPORATED, a Delaware corporation, with its principal office located at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("Cargill").

RECITALS

A. Bunge owns a terminal grain elevator in Portland, Oregon (the "Terminal Elevator").

B. Bunge and Cargill have agreed that Bunge will transfer and assign to Cargill all of Bunge's right, title and interest in and to the Terminal Elevator and the Assets, as defined below, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Purchase and Sale of Certain Assets.

(a) Bunge shall convey to Cargill all of its right, title and interest in and to certain assets, described below, which assets are hereinafter collectively referred to as the "Assets":

(i) The Terminal Elevator and the real property on which the Terminal Elevator is located, as described in Schedule 1.1(a)(i), together with all structures, improvements, fixtures, easements, tenements, hereditaments and privileges of Bunge located on or appurtenant to such real property (collectively, the "Real Property").

(ii) The vehicles, machinery, equipment, furnishings, removable fixtures and non-inventory supplies of Bunge and any other similar tangible personal property used in connection with the operation of the Terminal Elevator described more particularly in Schedule 1.1(a)(ii) (collectively, the "Personal Property").

(iii) Provided that the parties can agree on a price for each contract, all forward sales and purchase contracts for the future delivery of commodities to or from the Terminal Elevator under which delivery has not been completed as of the Closing Date (the "Commodity Contracts").

(iv) All owned inventory of commodities at the Terminal Elevator on the Closing Date (the "Inventory").

(v) All licenses, permits, authorizations, franchises and other approvals from any federal, state or municipal authority relating to the occupancy, use, maintenance or operation of the Terminal Elevator running to or in favor of Bunge (collectively the "Licenses") all of which are listed on Schedule 1.1(a)(v), and does not include those Licenses which are not transferable, are not assignable or are unacceptable to Cargill.

(vi) The contracts and commitments covering the storage of commodities not owned by Bunge at the Terminal Elevator, each of which is set forth in Schedule 1.1(a)(vi) (the "Storage Agreements").

(vii) The existing contracts, leases, if any, rental agreements and commitments, each of which is set forth in Schedule 1.1(a)(vii), as well as any undertakings as may be entered into in the ordinary course of business in the interim between the execution of this Agreement and the Closing (hereinafter collectively the "General Contracts"; the Storage Agreements, the Commodity Contracts, and the General Contracts are hereinafter collectively referred to as the "Assumed Contracts"). No obligations or liabilities relating to environmental releases, spills or contamination, known or unknown, which are present or threatened at the Assets are included within the definition of "Assumed Contracts" and Cargill will not accept any such liabilities or obligations related thereto.

(viii) The following intangible property owned, held or used by Bunge in connection with the Terminal Elevator operations: (i) rights under warranties of suppliers of equipment or other Assets, and (ii) originals or copies, at Seller's option, of all engineering data and drawings, architectural plans, operating, maintenance, service and repair records, surveys and real property files relating to the Assets (The "Intangible Property").

(b) Notwithstanding the provision of paragraph 1.1(a)(ii) above, the Assets shall not include, and Bunge shall retain for its own use and benefit, the items set forth in Schedule 1.1(b) (the "Excluded Assets").

1.2 Time and Place of Closing. The closing of the conveyance of the Assets under this Agreement (the "Closing") shall take place at the offices of Cargill, Incorporated in Wayzata, Minnesota on July 5 , 1995, or on such other date or at such other place as the parties may mutually agree (the "Closing Date"). Actual possession of the Assets shall be delivered to Cargill at 12:00 AM on the day following the Closing Date ("Possession Time").

1.3 Purchase Price and Other Payments. The purchase price payable by Cargill to Bunge (the "Purchase Price") for the Assets shall be equal to the sum of

adjusted by (i) an amount to be determined in accordance with the valuation procedure set forth in Schedule 1.3(b) an amount to be determined in accordance with the valuation procedure set forth in Schedule 1.3(c); and (iii) adjusted pursuant to any other provision of this Agreement, including Section 1.6.

(a) Form of Payment. Cargill shall pay to Bunge the Purchase Price by wire transfer to The Chase Manhattan Bank, New York, New York, ABA # 021000021 for credit. To: Bunge Corporation, Account # 910-1-026087.

(b) Purchase Price Allocation. Cargill and Bunge agree that the sale of Assets is subject to Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Cargill and Bunge will endeavor in good faith to agree, within 60 days following the Closing Date, on a

reasonable allocation of Purchase Price among the Assets ("Purchase Price Allocation"). The Purchase Price Allocation, if any, shall be evidenced by a written schedule, in the form set forth in Schedule 1.3(d) signed and dated by Cargill and Bunge, and Cargill and Bunge shall each file IRS Form 8594 at the times and in the manner as required by Treasury Regulation 1.1060-1T consistent with the Purchase Price Allocation. Cargill and Bunge shall be bound by the Purchase Price Allocation, if any, in preparing and filing their respective tax returns.

1.4 Apportionment.

(a) Real property taxes, personal property taxes and ad valorem taxes relating to the Assets for the year 1994 and all previous years, regardless of when due and payable, shall be paid by Bunge. Real property taxes, personal property taxes and ad valorem taxes relating to the Assets for the year 1995, regardless of when due and payable, shall be prorated between Cargill and Bunge as of the Closing Date. Special assessments which are a lien against the Assets as of the Closing Date shall be paid by Bunge, regardless of when due and payable. Bunge's portion of any such unpaid amounts for 1995 and all previous years shall be charged against the Purchase Price and such taxes will be paid in full by Cargill. If the amount of such taxes are not known at the Closing, the proration shall be based on 1994 taxes with an appropriate adjustment to be made between the parties upon receipt of the 1995 tax bill(s) by Cargill.

(b) Bunge shall pay all bills for utility services in connection with the Assets for the calendar month in which the Closing Date occurs (or, if such bills are not invoiced on a calendar month basis, Bunge shall pay the utility bills which are next invoiced following the Closing Date). Bunge shall provide Cargill with a copy of all such utility bills, and Cargill shall reimburse Bunge, on a pro rata basis, for the amount of such bills allocable to the portion of the bill following the Closing Date.

(c) Payments made or to be made under the Assumed Contracts shall be prorated between Bunge and Cargill as of the Closing Date.

1.5 Assumption of Certain Obligations, Retained Liabilities.

(a) At the Closing Bunge shall transfer and assign to Cargill all of Bunge's respective rights and interests in and to, and Cargill shall assume all of Bunge's obligations existing on or arising after the Closing Date under the Assumed Contracts, except for all liabilities and obligations arising out of a breach by Bunge of the Assumed Contracts prior to the Closing Date and subject to the exclusion for retained liabilities set forth in 1.5(b) and only if such obligation or liability does not otherwise arise out of any matter for which Bunge is responsible under this Agreement.

(b) Bunge shall retain, pay, perform, discharge when due, all obligations or liabilities to the extent incurred in connection with, resulting from or arising out of or by reason of the ownership, use or operation of the Assets up to and including the Closing Date (collectively the "Retained Liabilities"), including, without limitation:

(i) any trade payables or accounts payable incurred with respect to the Assets prior to the Closing Date;

(ii) any liability or obligation for salary wages, benefits, vacation, severance, supplies or overhead for or on behalf of, or for any violations of law relating to the hiring, employment or limitation of employment (including, without limitation, any violation of the Employee Retirement Income Security Act ("ERISA"), the Worker Adjustment and Retraining Notification Act ("WARN"), continuation coverage ("COBRA coverage") requirement of Section 4980B of the Internal Revenue Code of 1986, as amended, or Part 6 of Title 1 of ERISA, workers' compensation laws, and any federal, state, local or foreign laws relating to plant closings or termination of employees) of any current or former employees of Bunge pertaining to their employment by Bunge.

(iii) any obligations or liabilities of Bunge with respect to any Taxes arising in connection with Bunge's ownership or operation of the Assets;

(iv) the expenses of Bunge incident to the negotiation, execution and consummation of this Agreement and the sale of the Assets purchased hereunder;

(v) any product warranty, product liability, or other product claims existing as of the Closing Date;

(vi) any litigation, pending or threatened, as of the Closing, to the extent arising from or relating to Bunge's operation of the Business;

(vii) any liability or obligation under federal, state or local laws, statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42. U.S.C. Section 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et

seq.; and any state lien and superlien and environmental clean-up statutes, with implementing rules and regulations ("Environmental Laws"), arising out of or resulting from any events, circumstances or conditions occurring prior to the Possession Time;

(viii) any liability of Bunge under OSHA, fair labor standards laws, or similar laws to the extent arising out of or resulting from any events, circumstances or conditions occurring prior to the Possession Time;

(ix) any obligations or liabilities related to the Excluded Assets; or

(xi) any liability or obligation related to any contract related to the Assets to which Bunge is a party and which is not one of the Assumed Contracts.

1.6 Indemnification.

(a) Indemnification by Bunge. The payment of any amounts by Bunge to Cargill under this Section 1.6 shall be considered an adjustment to purchase price. Bunge shall indemnify and hold Cargill and Cargill's parent(s), subsidiaries, affiliates (and its and their directors, shareholders, officers, employees and agents) harmless against and in respect of any loss, damage, claim, action, suit, proceeding, deficiency, expense, and any and all out of pocket costs, including, without limitation, all reasonable attorneys' fees relating to, arising from or in connection with any of the following matters (hereinafter collectively defined as the "Losses"):

(i) Bunge's ownership, use or operation of any of the Assets, or the conduct of Bunge's business, prior to the Possession Time;

(ii) Bunge's ownership, use or operation of any assets or other property not acquired by Cargill under this Agreement;

(iii) Any misrepresentation, breach of warranty, breach of covenant, or nonfulfillment of any agreement on the part of Bunge under this Agreement;

(iv) Any noncompliance by Bunge with the requirements of applicable laws relating to bulk sales and transfers;

(v) Taxes (including, without limitation, income and/or franchise taxes and taxes attributable to Bunge as a vendor, vendee or employer) respecting the period of time prior to the Possession Time;

(vi) Claims or actions made against Cargill by the employees of Cargill arising out of or related to their employment with Bunge, or changes in employment conditions or termination of, or retirement from, employment with Bunge whenever occurring.

(vii) Any violation of any Environmental Laws, Permits or Licenses by Bunge prior to and including the Closing Date;

(viii) Third party claims of infringement of any patent, trademark, or other proprietary right or misappropriation of a trade secret, when such claimed infringement or misappropriate arises out of any existence, operation or use of the Assets prior to and including the Closing Date;

(ix) Claims made or actions brought against Cargill related to any of the Retained Liabilities;

(x) The release, as that term is defined in CERCLA Section 101(22) ("Release"), or threatened Release of any hazardous substance, hazardous constituent, pollutant, contaminant, waste, by-product or constituent, as defined in any Environmental Law, oil and petroleum products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, pesticides, asbestos, asbestos-containing material, PCBs, and special nuclear material, byproduct material and any other radioactive materials or radioactive wastes, however produced, and mixtures containing any of the foregoing ("Hazardous Materials"), at, to or from the Assets on or before the Closing Date or which arises or results, in whole or in part, from the existence, operation or use of the Assets prior to the Closing Date.

(b) Indemnification by Cargill. Cargill shall indemnify and hold Bunge and Bunge's parent(s), subsidiaries and affiliates (and its and their directors, shareholders, officers, employees and agents) harmless against and in respect of any Losses relating to, arising from or in connection with the following matters:

(i) Any misrepresentation or breach of any representation, warranty, agreement, covenant or obligation of Cargill contained in this Agreement; and

(ii) The assertion against Bunge by a third party of any claim or liability arising from Cargill's, ownership, use or operation of the Assets after the Possession Time.

(c) All claims or liabilities arising out of the ownership, use or operation of the Assets attributable to any period prior to the Possession Time shall be the responsibility of Bunge, and if attributable to any period on or after the Possession Time, shall be the responsibility of Cargill. Each party shall assist the other party after the Closing in resolving claims and disputes, if any, which are the other party's responsibility by making available to the other party, at that party's expense, any and all documents and personnel that may reasonably be required.

(d) If a claim by a third party is made against a party indemnified hereunder, and if the indemnified party intends to seek indemnity with respect to such claim under this Article I, such indemnified party shall promptly notify the indemnifying party of such claim. The indemnifying party shall have thirty (30) days after receipt of the above-mentioned notice to undertake, conduct and control, through counsel of such party's own choosing (subject to the consent of the indemnified party, such consent not to be unreasonably withheld) and at such party's expense, the settlement or defense of such claim, and the indemnified party shall cooperate with the indemnifying party in connection with such efforts, provided that: (i) the indemnifying party shall permit the indemnified party to participate in such settlement or defense, and (ii) the indemnifying party shall agree promptly to reimburse the indemnified party for the full amount of any loss

resulting from such claim and all related expense incurred by the indemnified party.

1.7 Further Assurances. In addition to the actions, documents and instruments specifically required to be taken or delivered under this Agreement prior to and after the Closing and without further consideration, Bunge and Cargill shall execute, acknowledge and deliver such other assignments, transfers, consents and other documents and instruments and take such other actions as the other party, or its counsel, may reasonably request in order to consummate the transactions contemplated by this Agreement.

1.8 Unassignable Contracts. Nothing contained in this Agreement shall be construed as requiring Bunge to assign any contract which is by law non-assignable without the consent of the other party or parties thereto. If the assignment of any contract to be assigned under this Agreement requires the consent of any party to the contract, Bunge shall use its best efforts to obtain such consent. If such consent cannot be obtained, Bunge shall cooperate with Cargill to the extent possible in order to provide Cargill with the benefits under any such contract, including, to the extent permitted by law, Cargill's assumption as a subcontractor of Bunge's rights, duties and obligations under the contract.

1.9 Employee Matters.

(a) Cargill intends to interview those Bunge employees who are now employed at the Terminal Elevator for possible positions at Cargill, but shall have no obligation to employ or offer employment to any Bunge employee. Cargill shall not be responsible for any severance obligations to the Bunge employees.

(b) Cargill does not intend to accept or be bound by the terms of the Labor Agreement, and hereby expressly disclaims any responsibility or liability thereunder. Cargill is not assuming, accepting or adopting the terms, wages, conditions, or benefits of employment under the Labor Agreement (as defined at Section 3.9(b) of this Agreement) and expressly disclaims any responsibility or liability thereunder. Cargill will set its own initial terms, wages, conditions and benefits of employment, and any offer of employment to unionized employees will be expressly conditioned on acceptance of those terms, wages, conditions and benefits.

(c) With respect to the existing International Longshoreman's and Warehousemen's Union-Pacific Maritime Association Pension Plan covering Bunge's employees at the Elevator (the "Plan"),

(i) Cargill shall contribute to the Plan "substantially" (as defined by the Plan) the same number of contribution base units (which base units under the Plan are the number of hours worked) for which Bunge had an obligation to contribute pursuant to ERISA §4204(a)(1)(A);

(ii) Cargill shall provide a surety bond or an escrow deposit equal to the amount required under ERISA §4204(a)(1)(B) for a five-year period beginning with the first plan year after the sale of the Assets, or shall obtain a variance from such requirement under Section 2643.11 of the regulations under such section;

(iii) Bunge shall remain secondarily liable for any withdrawal liability should there be a complete or partial withdrawal from the Plan during the five years following the sale of the Assets pursuant to ERISA §4204(a)(1)(C); and

(iv) Cargill shall indemnify and hold Bunge harmless with respect to any withdrawal liability incurred under the Plan by Bunge triggered under either the Multiemployer Pension Plan Amendments Act of 1980 and/or the special withdrawal liability rules for the Plan approved by the Pension Benefit Guarantee Corporation in 49 Federal Register 6043 or otherwise; provided, however, that (1) Cargill and Bunge shall each share one-half of the amount of any such withdrawal liability but in no event shall Bunge's share exceed one-half of the amount of the withdrawal liability that would have existed had a withdrawal occurred on the Closing Date, using the accounting mechanisms of the Plan, and (2) Bunge shall indemnify and hold Cargill harmless with respect to Bunge's share of the amount of any withdrawal liability.

(d) Accrued Benefits Obligations.

(i) In the event that Bunge shall terminate the employment of any person employed by Bunge at any time prior to the Possession Time, Bunge shall be solely liable for the payment of accrued benefits, including without limitation, vacation pay owing to such persons and any equal employment opportunity or other obligation or liability associated with such termination.

(ii) In the event that Cargill shall terminate the employment of any person employed by Cargill at any time following said person's date of employment with Cargill, Cargill shall be solely liable for any severance benefit payments payable to each such person pursuant to Cargill's severance plan and any other benefit, equal employment opportunity or other obligation or liability associated with such termination.

(e) Workers' Compensation Claims. In the event that any of the persons employed by Bunge on the Closing Date and subsequently employed by Cargill makes a claim for workers' compensation benefits resulting from, arising out of or by reason of an alleged work-related accident or incident occurring during the employment of each such person by Bunge, Cargill shall promptly notify Bunge and Bunge shall be responsible for the administration of any such claim and any and all associated liability wholly without regard to the inchoate nature of any illness or injury resulting from, arising out of or by reason of any such accident or incident. All workers' compensation claims filed by any person employed by Cargill for workers' compensation benefits

resulting from, arising out of or by reason of an alleged work-related accident or incident occurring after the date of such person's employment by Cargill shall be the responsibility of Cargill.

(f) Welfare Benefit Claims. Bunge shall retain the sole responsibility for, and shall pay, all hospital, medical, life insurance, disability and other welfare plan expenses and benefits for persons employed by Bunge prior to or on the Closing Date with respect to any treatments incurred on or prior to the date of employment of each such person subsequently employed by Cargill.

ARTICLE II

TITLE AND SURVEY

2.1 Survey. Prior to or upon execution of this Agreement, Bunge shall deliver to Cargill copies of any surveys and/or plat maps in its possession. Cargill shall be responsible for causing the survey work to be performed by a reputable company agreeable to Cargill. The work shall be performed in a manner sufficient to satisfy the survey standards of the American Land Title Association ("ALTA") for issuance of the title insurance set forth at Section 2.3 of this Agreement. The cost of said survey shall be borne equally by Cargill and Bunge.

2.2 Title to Real Property.

(a) At the Closing, Bunge shall deliver to Cargill (i) a warranty deed conveying to Cargill good, marketable and insurable title to the Real Property, free and clear of all mortgages, liens, leases, encumbrances, encroachments, easements, restrictions, covenants, assessments, charges and agreements which would interfere with the

use of the Terminal Elevator as it is currently being used (the "Encumbrances"). Encumbrances which may be approved by Cargill, or encumbrances, encroachments, easements, restrictions, covenants and agreements which would not interfere with the use of the Terminal Elevator as it is currently being used, are collectively referred to as the "Permitted Encumbrances".

2.3 Title Insurance. Prior to or within fifteen (15) days after the execution of this Agreement, Bunge shall cause to be prepared by a title insurance company acceptable to Cargill and delivered to Cargill a commitment for an extended coverage ALTA Owner's Policy (Form B-revised 1990) of title insurance covering the Real Property and the buildings, structures, improvements and fixtures which are located thereon (hereinafter the "Commitment"). Said Commitment shall include all appropriate endorsements. The cost for the preparation of the Commitment together with the cost of the final title insurance policy shall be borne equally by Bunge and Cargill.

2.4 Examination. Cargill shall examine the Commitment and the survey provided pursuant to this Article II and shall be allowed fifteen (I5) days after the receipt of the last thereof to notify Bunge of any objections to Bunge's title to the Real Property. If any objections to title are made, Bunge shall, following receipt of written notice from Cargill, cure same. In the event Bunge is unable to cure such objections to title prior to the Closing Date, Cargill shall have the right and option to: (1) terminate this Agreement and to declare it null and void; (2) waive its objections and proceed to Closing as expeditiously as possible; (3) allow Bunge an additional period of time in which to cure such objections, in which case the Closing Date shall be

appropriately extended; or (4) reach an agreement with Bunge regarding a reduction in the Purchase Price sufficient to compensate Cargill for such objections to title.

2.5 Title to the Personal Property. At the Closing, Bunge shall execute and deliver to Cargill bill(s) of sale, certificates of title and other necessary transfer documents conveying to Cargill title to the Personal Property, Inventory and Intangible Property free and clear of all liens and encumbrances. The Personal Property and Inventory shall be conveyed on an "as is where is" basis with no representations or warranties made, express or implied, as to working condition, fitness for a particular purpose, or any other matter regarding the physical condition of the Personal Property.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUNGE

3.1 Organization and Authority.

(a) Bunge is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of New York; and has full power and authority to enter into and perform its obligations under this Agreement and the transactions contemplated in this Agreement.

(b) The execution, delivery and performance by Bunge of this Agreement and the transactions contemplated in this Agreement have been duly authorized by all necessary corporate action on its behalf.

3.2 Valid and Binding.

(a) This Agreement has been duly executed and delivered on Bunge's behalf and constitutes a valid and binding agreement enforceable against it in accordance with its terms except to the extent that

enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforceability of creditors' rights generally or general principles of equity.

(b) The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement will not, (i) violate any provision of its Certificate of Incorporation or By-Laws; (ii) result in any violation of or be in conflict with or constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under (A) any term of any agreement or instrument to which it is a party or by which it or any of the Assets are bound, or (B) any law, ordinance, regulation, rule, judgment, decree or order binding upon it or any of the Assets (subject to compliance with the Hart-Scott- Rodino Antitrust Improvements Act of 1976) or (iii) result in the creation or imposition of any lien, charge or encumbrance upon any of the Assets.

3.3 Compliance with Laws.

(a) To the best of Bunge's knowledge, Bunge is not in violation of, and Bunge has not received any notice claiming any violation of, any term of any contract, governmental authorization or approval, or instrument to which it is a party or by which it or any of the Assets is bound or any term of any applicable law, or any ordinance, rule or regulation of any governmental authority or any term of any applicable order, judgment or decree of any court, arbitrator or governmental authority applicable to Bunge or with respect to the Assets or the business conducted at the Terminal Elevator.

(b) To the best of Bunge's knowledge, Bunge's use, operation and maintenance of the Assets and Bunge's conduct of the business at the Terminal Elevator did not and does not violate any local zoning or similar land use laws or other similar governmental regulations in any manner that could have, subsequent to the date of this Agreement, an adverse effect, individually or in the aggregate, on the use and operation of the Terminal Elevator in the same manner and to the same extent as they are presently being used and operated.

3.4 Consents and Approvals of Governmental Authorities. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance by Bunge of this Agreement and consummation by it of the transactions contemplated by this Agreement, except for (i) filings with the Federal Trade Commission and with the Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder and (ii) documents filed in connection with the transfer of the Assets.

3.5 Litigation. Except as listed on Schedule 3.5, there are no actions, suits, litigation, claims, arbitrations or proceedings pending or, to the best of Bunge's knowledge, threatened which could relate to the Terminal Elevator or the use and operation thereof or which would prevent or hinder the consummation of the transactions contemplated by this Agreement, or which, if determined adversely, would interfere with the use and operation of the Elevator in the same manner and to the same extent as the Terminal

Elevator is presently being used and operated nor is the use or operation of the Assets subject to any injunction, order, judgment, writ or decree.

3.6 Assumed Contracts. Bunge is not in default under any of the Assumed Contracts, nor has it made or received any claims of alleged default thereunder, and all sums payable on or before the Closing Date under the Assumed Contracts have been paid or will be paid by Bunge at or before the Closing. The Assumed Contracts are in full force and effect, and no act or omission has occurred which but for the passing of time or the giving of notice or both would be a default on the part of Bunge or any other party thereto. There are no contracts, other than the Assumed Contracts, oral or written, which affect or relate to the operation of the Assets.

3.7 Licenses and Permits. Schedule 1.1 (a) (v) is a complete and correct list of all Licenses, together with the expiration dates thereof, (whether or not transferable or assignable) required for the operation of the business conducted at the Terminal Elevator and the use of the Assets as presently operated or used, and, to the best of Bunge's knowledge, Bunge is in compliance with each of the Licenses and there is no pending threat of modification or cancellation of the same. Bunge is not aware of any conditions which would preclude the transfer or reissuance to Cargill of the Licenses with substantially the same rights and conditions at or within a reasonable time after the Closing.

3.8 Taxes.

(a) Filing. Bunge has filed and will file all required tax returns affecting the Assets required by law and has paid all taxes assessed and due on or before the Closing Date by all governments affecting the Assets.

(b) Liens. There are no Liens for Taxes (other than for current taxes not yet due and payable or Taxes being contested in good faith as described on Schedule 3.8(b)).

(c) Safe Harbor Lease Property. As of the Closing Date, no Asset is property which is treated as owned by a person other than the Bunge pursuant to the provisions of Section 168(f)(8) of the U.S. Internal Revenue Code as in effect immediately before the enactment of the Tax Reform Act of 1986.

(d) Tax Exempt Use Property. No Asset is "tax-exempt use property" within the meaning of Internal Revenue Code Section 168(h).

(e) Disputes. Except as described in Schedule 3.8(e), there are no pending or expected disputes, claims, appeals or lawsuits regarding taxes which relate to, or could affect, the Assets.

3.9 Employee Related:

(a) Bunge is a party to the collective bargaining agreement listed on Schedule 3.9 (the "Labor Agreement"), a true and accurate copy of which Bunge has provided to Cargill.

(b) Bunge has experienced no labor difficulties, organizations or strikes prior to the date hereof, including without limitation, complaints to government authorities relating to labor or employment practices or conditions in Bunge's business. No labor dispute is pending, or to the best of Bunge's knowledge, threatened or likely.

3.10 Title.

(a) Bunge has good and marketable title to the Assets free and clear of all mortgages, liens, security interests, assessments, charges,

encumbrances and other similar matters adversely affecting title other than the Permitted Encumbrances and encumbrances to be released prior to the Closing Date.

(b) The deed, bill(s) of sale, assignments and other instruments to be delivered to Cargill to convey, transfer and assign all of Bunge's right, title and interest in and to the Assets will be in proper form to convey, transfer and assign its title to Cargill and, upon due execution and delivery, will effectively transfer, convey, and assign title to the Assets subject only to Permitted Encumbrances and obligations and liabilities expressly assumed by Cargill pursuant to this Agreement.

3.11 Condemnation. There are no pending or, to the best of Bunge's knowledge, contemplated condemnation proceedings affecting the Real Property or any part thereof.

3.12 Environmental. Except as is disclosed fully to Cargill in Schedule 3.12, Bunge hereby represents and warrants, such representations and warranties to be true and correct on the date hereof and on the Closing Date, that to the best of Bunge's knowledge:

(a) Bunge is and at all times has complied with the requirements of all Environmental Laws applicable to the ownership and operation of the Terminal Elevator, the Real Property and the Personal Property (the "Environmental Assets").

(b) Bunge has, and at all times has had, all permits required by Environmental Laws applicable to the ownership and operation of the Environmental Assets and is, and at all times has been, in compliance with such permits. A list of all permits required pursuant to applicable

Environmental Laws, and the expiration date of such permits, is set forth in Schedule 1.1 (a) (v).

(c) Bunge has not, and no other party has during Bunge's ownership and operation of the Environmental Assets, offered for sale, used, processed, manufactured, handled, managed, generated, arranged for disposal of, treated, stored or disposed of any Hazardous Materials at, to or from the Environmental Assets, except in compliance with requirements of applicable Environmental Law.

(d) There is no Release or threatened Release of Hazardous Materials at, to, in or from the Environmental Assets, and Bunge has received no notice of any kind alleging any Release or threatened Release of Hazardous Materials at, to, in, or from the Environmental Assets.

(e) There is no solid waste, as defined by RCRA, abandoned or disposed of at, in or under the Environmental Assets.

(f) Bunge is not and has not been subject to any consent decree, compliance order, administrative order, notice of violation, enforcement action, request for information, administrative inquiry, complaint, claim, summons, lawsuit, citation, directive, order or written notice which was issued pursuant to, or concerns any actual or alleged violation of, Environmental Law, any permit required by any Environmental Law, or any Release or threatened Release of Hazardous Materials arising from or relating to its ownership and operation of the Environmental Assets.

(g) There are no conditions which would preclude or delay the transfer from Bunge to Cargill, or reissuance to Cargill, of each permit required

by Environmental Laws to own or operate the Environmental Assets upon or within a reasonable time after the Closing Date, or which would preclude Cargill from owning and operating the Environmental Assets in compliance with all such Environmental Laws and permits, upon Closing and thereafter, materially in the same manner such Environmental Assets were owned and operated by Bunge on the date hereof.

(h) There are no tanks, storage vessels, storm systems, pipes, of any kind that were or presently are located wholly or partially above ground or under ground at, on or in the Environmental Assets. Any such tank, storage vessel, storm system or pipes which is present complies with the requirements of applicable Environmental Laws and is suitable for its use on the date hereof, except as provided in Schedule 3.12(h).

(i) None of the Environmental Assets are listed on the National Priorities List or the CERCLIS promulgated pursuant to CERCLA, or similar state lists and laws.

(j) None of the Environmental Assets have been used to treat, store for more than 90 days, or dispose of materials which are or were regulated under RCRA, nor been subject to RCRA interim status, a RCRA permit, or a RCRA Part A or Part B permit application, whether or not such application subsequently was withdrawn.

(k) There is no friable asbestos or friable asbestos-containing material at, on, in or under any of the Environmental Assets.

(l) There are no PCBs at, on, in, used, stored, or disposed of on, at, in, or under any of the Environmental Assets, except in compliance with the

requirements of applicable Environmental Laws, and, if required, all PCB logs, records and annual documents have been properly maintained and retained.

(m) There are no nuclear radiation devices at, used, stored or disposed of at, on, in, or under the Environmental Assets.

(n) Bunge has notified Cargill of the location of, and has made available to Cargill all known material documents, records and information relating to the environmental representations and warranties contained in this section, Environmental Laws affecting the Environmental Assets, and permits required for the Environmental Assets by Environmental Laws.

3.13 Condition of Terminal Elevator. To the best of Bunge's knowledge, the Terminal Elevator is operable for its intended use.

3.14 Zoning. To the best of Bunge's knowledge, there are no zoning laws or ordinances, nor any condemnation or expropriation proceedings in existence, pending, or to Bunge's knowledge, threatened which adversely affect the right or power of Cargill to operate the Terminal Elevator in the same manner as currently operated by Bunge.

3.15 Access. There are no existing or, to the best of Bunge's knowledge, threatened impediments to the free ingress to and egress from the Terminal Elevator by means of foot, automobile, truck or rail.

3.16 Grain Stocks. Bunge warrants that sufficient quantity and quality of grain will remain in the Terminal Elevator over and above the Inventory on the Closing Date to satisfy the Storage Agreements.

3.17 Truthfulness. To the best of Bunge's knowledge, none of the material information contained in any of Bunge's representations or warranties set forth in this Agreement or in any written document or certificate specified in this Agreement or delivered by or on behalf of it at the Closing contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.18 Survival All of the foregoing Representations and Warranties made in or delivered pursuant to Article Three of this Agreement shall not survive the second anniversary of the Closing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CARGILL

4.1 Organization and Authority.

(a) Cargill is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to enter into and perform its obligations under this Agreement and the transactions contemplated in this Agreement.

(b) The execution, delivery and performance by Cargill of this Agreement and the transactions contemplated in this Agreement have been duly authorized by all necessary corporate action on its behalf.

4.2 Valid and Binding.

(a) This Agreement has been duly executed and delivered on Cargill's behalf and constitutes a valid and binding agreement enforceable against it in accordance with its terms except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforceability of creditors' rights generally or general principles of equity.

(b) The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement will not (i) violate any provision of Cargill's Certificate of Incorporation or By-Laws; (ii) result in any violation of or be in conflict with or constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under (A) any term of any agreement or instrument to which Cargill is a party or by which it is bound, or (B) any law, ordinance, regulation, rule,

judgment, decree or order binding upon Cargill (subject to compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976.)

4.3 Consents and Approvals of Governmental Authorities. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance by Cargill of this Agreement and consummation by Cargill of the transactions contemplated by this Agreement, except for (i) filings with the Federal Trade Commission and with the Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder and (ii) documents filed in connection with the transfer of the Assets.

4.4 License and Permits. Cargill is not aware of any conditions which would preclude the transfer or reissuance to Cargill of the Licenses at or within a reasonable time after the Closing.

4.5 Survival. All of the foregoing Representations and Warranties made in or delivered pursuant to Article IV of this Agreement shall not survive the second anniversary of the Closing.

ARTICLE V

COVENANTS OF BUNGE

5.1 Access. Subject to the access requirements set forth in Section 5.7 (ii) below, from the date hereof to the Closing, Bunge shall (i) permit Cargill and its representatives, employees, counsel and accountants, upon reasonable notice, to have reasonable access to the Terminal Elevator; provided, however, that such access will not interfere with the conduct of its business, and (ii) furnish to Cargill all such information with respect to the Terminal

Elevator as Cargill shall from time to time reasonably request for purposes of consummating the transaction described in this Agreement.

5.2 Action Prior to Closing.

(a) From the date of this Agreement to the Closing, Bunge shall (i) duly comply with all laws applicable to it and to the conduct of its business at the Terminal Elevator; (ii) continue its existing practices relating to maintaining and keeping the Terminal Elevator in as good repair and working order as at present, normal wear and tear excepted; and (iii) conduct the business of the Terminal Elevator only in the ordinary and regular course and in substantially the same manner as heretofore conducted.

(b) From the date of this Agreement of the Closing, Bunge shall neither (i) take any action or engage in any transaction which would render any of its representations and warranties under this Agreement inaccurate in any material respect as of the date hereof or as of the Closing Date; (ii) convey, transfer or acquire any material asset or property with respect to the business conducted at the Terminal Elevator other than in the ordinary and regular course of business; nor (iii) enter into any contract or other transaction or arrangement, relating to the conduct of business at the Terminal Elevator, which is not in the ordinary and regular course of business.

5.3. Best Efforts. Bunge shall use its best efforts to preserve for Cargill the goodwill of suppliers, customers and others having business relations with it in connection with the business conducted at the Terminal Elevator.

5.4 Utilities. Bunge shall make all necessary arrangements with the utility companies servicing the Terminal Elevator to take readings of the electric, water and sewer meters as of the Closing Date.

5.5 Employees. Bunge shall provide to Cargill reasonable access to the Terminal Elevator in order to interview any of Bunge's employees, except those employees that Bunge has elected to retain after the Closing Date, for possible employment with Cargill. Cargill shall be under no obligation to employ any Bunge employee.

5.6 Permits. Bunge shall use its best efforts to accomplish transfer from Bunge to Cargill or reissuance to Cargill of each permit required by Environmental Law or consent document on the Closing Date or, where such permits or consent documents are not required to be transferred on the Closing Date, within a reasonable time following the Closing Date.

5.7 Environmental Assessment. Cargill will perform an initial environmental evaluation of the Real Property and may conclude that a further evaluation is necessary. Bunge agrees to allow Cargill to conduct its further evaluation at Cargill's own expense under the following conditions:

(i) Cargill shall have the right to perform a full and complete environmental inspection and audit of the Real Property (herein the "Assessment"). Cargill may select an outside consultant to perform the Assessment. Cargill shall provide to Bunge (a) a copy of each report received by Cargill from such outside consultant for Bunge's review and comment prior to each such report being finalized and (b) a copy of each final report.

(ii) Bunge shall cooperate fully with Cargill and its consultants, contractors and agents with respect to the conduct of the Assessment. Cargill and its consultants, contractors and other agents shall have the right to enter upon the Real Property to perform the Assessment and Bunge shall (a) provide to Cargill and its consultants, contractors and other agents free access to: (1) the Real Property; (2) Persons currently employed by Bunge; (3) consultants, contractors and other agents of Bunge; and (4) the books and records of Bunge which relate to compliance with any Environmental Laws or any environmental permit or license or the handling or disposal of hazardous materials or solid waste and (b) permit such field testing and sampling as is reasonably requested by Cargill, provided, however, that none of the foregoing shall interfere with Bunge's business operations.

(iii) Cargill will not retain a consultant for purposes of the Assessment ("Consultant"). Cargill's Consultant, or anyone directly or indirectly employed by Consultant, or any other consultants, contractors or agents engaged by Cargill with respect to the Assessment, shall maintain:

(a) Worker's Compensation Insurance required by applicable laws and regulations for all their employees entering Bunge's premises and Employer's Liability Insurance in the amount of not less than $500,000. Such insurance shall provide for waiver of subrogation against Bunge.

(b) Comprehensive or Commercial (Occurrence) General Liability Insurance (including coverage for Contractual Liability) and

Automobile Liability Insurance against claims for bodily injury, death and property damage occurring on, in, or about the premises of Bunge, with limits as to bodily injury or death of not less than $1,000,000 for one person and not less than $1,000,000 for all bodily injuries or deaths in one occurrence, and with limits as to property damage of not less than $1,000,000 for each occurrence. Such insurance shall name Bunge as an additional party insured thereunder, and shall be primary and non-contributory to any other insurances available to Bunge as an insured or otherwise.

All such insurance policies shall (i) provide that no cancellation or change in such insurance shall be effected without giving at least ten days prior written notice to Bunge; and (ii) be valid and enforceable policies issued by insurers of recognized responsibility approved by Bunge.

Cargill, Consultant, or any other contractors or consultants conducting activities on the Real Property for purposes of the Assessment, agree that in performing the actions described herein, all material and equipment utilized shall be removed from the Real Property upon the completion of the activities, and that the Real Property shall be substantially restored to its original condition, provided, however, that Bunge acknowledges that some mounding of soils will remain.

Cargill shall save and hold Bunge, its parents, subsidiaries and affiliates, and its and their employees and agents safe and

harmless and defend them from and against all liability, expenses (including attorneys' fees), claims and demands on account of personal injuries, including death, property loss or damage to others (including but not limited to Cargill, Consultant and their employees), or the creation or exacerbation of environmental conditions to the extent caused by the negligent acts of Cargill or Consultant in the performance of activities hereunder or of their respective employers, agents, subcontractors and any other party for whom Cargill or Consultant is responsible.

(c) In the event that the Assessment reveals, or Cargill becomes aware of, an Environmental Condition which is unacceptable to Cargill, in its sole discretion, Cargill may terminate this Agreement at any time prior to the Closing without any liability to Bunge (and without Bunge having any liability to Cargill) by giving Bunge written notice of such termination. "Environmental Condition" shall mean: (i) any failure of Bunge to have any required environmental permits; (ii) any violation by Bunge of any Environmental Laws or any environmental permit; (iii) any breach of the representations and warranties set forth in Section 3.12; or (iv) any condition with respect to the environment on-site or off-site of the Real Property, whether or not resulting from the operation of Bunge's businesses, which could or does require containment or clean-up or which could or does result in claims, demands and liabilities to either Bunge or

Cargill by any person, including, without limitation, any Governmental Authority.

(d) In the event that Cargill does not exercise its option to terminate this Agreement, Cargill shall notify Bunge of the Environmental Condition which is unacceptable to Cargill and Bunge shall, at its sole cost and expense and within a reasonable time prior to closing, after Cargill's notification to Bunge, initiate those steps reasonably necessary to remedy (a) the breach of any of the representations and warranties set forth in Section 3.12, (b) any condition which could have such an adverse effect, and (c) any other Environmental Condition of which Cargill has notified Bunge. If Cargill's estimate of remedial cost for the matters identified exceeds Two Hundred and Fifty Thousand Dollars ($250,000.00), Bunge may notify Cargill, in writing and prior to Closing, of its intent to terminate this Agreement prior to Closing. Issuance of such notice shall act as a delay of the Closing for a period not to exceed thirty (30) days. The parties' obligations under this Agreement shall continue and Closing shall occur if, during this period, (1) the parties reach agreement regarding allocation of remedial costs which exceed $250,000.00; or (2) Cargill provides Bunge written notice of Cargill's assumption of costs in excess of $250,000.00; provided, however, that Cargill's assumption of costs in excess of $250,000.00 shall not otherwise affect Bunge's obligations under Article III hereof.

ARTICLE VI

COVENANTS OF CARGILL

6.1 Action Prior to Closing. From the date of this Agreement to the Closing, Cargill will not take any action or engage in any transaction which would render any of its representations and warranties under this Agreement inaccurate in any material respect as of the date hereof or as of the Closing Date.

ARTICLE VII

CONDITIONS PRECEDENT TO CARGILL'S OBLIGATION TO CLOSE

The obligation of Cargill to consummate the transactions contemplated by this Agreement is subject to the satisfaction on the Closing Date of all of the following conditions precedent:

7.1 Representations and Warranties. Each of the representations and warranties of Bunge contained in this Agreement and in all certificates, instruments and documents delivered by Bunge pursuant hereto shall be true and accurate as of the date when made and shall be deemed to be made again at and as of the Closing Date and shall then be true and accurate.

7.2 Performance of Covenants. Bunge shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Bunge prior to or on the Closing Date and Bunge shall not be in default under any of the provisions of this Agreement.

7.3 Deliveries. At or prior to the Closing, Bunge shall have delivered to Cargill:

(a) A Warranty Deed, in a form satisfactory to Cargill's counsel, with the requisite documentary stamps affixed thereto or funds therefor

together with the appropriate Real Estate Transfer Statement, conveying to Cargill good and marketable fee title to the Real Property, free and clear of any and all liens or encumbrances, except for the Permitted Encumbrances.

(b) Bill(s) of Sale and such other documents in a form satisfactory to Cargill's counsel, containing warranties of good and marketable title, necessary to transfer title to the Personal Property to the Cargill, free and clear of any and all liens or encumbrances.

(c) Duly-executed Assignment Agreements, in a form satisfactory to Cargill's counsel, covering the Assumed Contracts and the Licenses, if any, together with duly executed originals of any consents necessary to effectuate assignments necessary for valid assignment of same to Cargill.

(d) Necessary release documents in a form satisfactory to Cargill's counsel from any mortgage holders, secured parties and other lien holders.

(e) Certified resolution of Bunge's Board of Directors approving the Agreement.

(f) Certificates of Good Standing, as required.

(g) The opinion of Bunge's counsel dated the Closing Date in the form set forth in Schedule 7.3(g).

(h) Certification of Nonforeign Status pursuant to I.R.C. §1445.

(i) Such other documents or evidence as Cargill or its counsel may reasonably request or as required by law.

(j) All state and local tax clearance certificates required by law.

(k) A full and complete listing of all General Contracts.

(l) All requisite Licenses or proof in change of ownership certificates from all appropriate governmental authorities needed to own and operate the assets.

(m) Copies of all of the available plans, specifications, operating manuals, maintenance records, and other similar property, used in the operation of the Terminal Elevator.

(n) Duly executed original copies of all forms of certificates required by local or state law relating to the environmental condition of the Assets.

7.4 Consents and Approvals. Bunge shall have obtained all consents of governmental or administrative authorities required in connection with the consummation of the transaction contemplated hereby, and the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or terminated.

7.5 No Restraint or Prohibition. No order of any court, administrative agency or other governmental body shall be pending, threatened or in effect which seeks to or does restrain or prohibit the transactions contemplated by this Agreement or to obtain substantial damages in connection therewith.

7.6 Title Commitment. Cargill shall have received the Commitment required under Article II of this Agreement and Bunge's title to the Real Property has been found, or is made, acceptable to Cargill in accordance with Section 2.5.

7.7 Environmental Conditions. The Assessment reveals no Environmental Condition and Cargill has not become aware of any Environmental Condition which may have an adverse effect on the ownership, use, operation or value of the Assets.

7.8 No Material Adverse Change. There shall have been no material adverse change in the condition of the Assets.

ARTICLE VIII

CONDITIONS PRECEDENT TO BUNGE'S OBLIGATION TO CLOSE

8.1 Representations and Warranties. Each of the representations and warranties of Cargill contained in this Agreement and in all certificates, instruments and documents delivered by Cargill pursuant hereto shall be in all material respects true and accurate as of the date when made and shall be deemed to be made again at and as of the Closing Date and shall then be true and accurate in all material respects.

8.2 Performance Covenants. Cargill shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Cargill prior to or on the Closing Date and Cargill shall not be in default under any of the provisions of this Agreement.

8.3 Deliveries. At or prior to the Closing, Cargill shall have delivered the Purchase Price to Bunge, and an opinion of Cargill's counsel dated the Closing Date in substantially the form set forth in Schedule 8.3.

8.4 Consents and Approvals. Cargill shall have obtained all consents of governmental or administrative authorities required in connection with the consummation of the transactions contemplated hereby, and the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or terminated.

8.5 No Restraint or Prohibition. No order of any court, administrative agency or other governmental body shall be in effect which restrains or prohibits the transactions contemplated by this Agreement.

ARTICLE IX

CASUALTY AND CONDEMNATION

9.1 Casualty.

(a) Prior to the Possession Time, the risk of loss of or damage to the Assets shall be and remain in Bunge. If prior to the Possession Time there shall occur destruction, loss or damage to any of the Assets due to fire, flood, accident, explosion, dismantling, riot, act of God, public enemy or other casualty, Bunge shall give Cargill immediate notice of such destruction, loss or damage and will apply all insurance proceeds to restore the Assets to their condition prior to the destruction, loss or damage and to pay all costs and losses associated with any resulting interruption of business on or after the Possession Time.

(b) If the insurance proceeds payable by reason of such fire or other casualty (plus the amount of any deductible) are not sufficient to pay all costs of repair of such destruction, loss or damage, and all costs or losses associated with the interruption of business at the Terminal Elevator on or after the Closing Date as a result of such destruction, loss or damage, and if Bunge does not undertake to repair such destruction, loss or damage and to pay all costs or losses associated with the interruption of business at the Terminal Elevator; (in a manner reasonably satisfactory to Cargill) and to pay the deficiency of the

insurance proceeds, if any, Cargill may, at Cargill's option, within five business day after Cargill has received notice of such fire or other casualty, exclude the affected Assets from the Assets covered by this Agreement, in which event the Purchase Price shall be reduced by the amount allocated to such affected Assets as provided in Schedule 1.3(d), or such other amount as the parties may agree.

(c) If the affected Assets are not excluded from the Assets covered by this Agreement, then at the Closing, Bunge shall assign to Cargill all of Bunge's rights in and to all insurance proceeds paid, plus the amount of any deductible, less any amount from such insurance proceeds which represents an amount paid or payable with respect to costs or losses associated with the interruption of business at the Terminal Elevator prior to the Closing Date as a result of such damage or destruction, which proceeds shall be for the benefit of Bunge. Except as provided in this Section 9.1, Bunge shall have no responsibility for the costs or repair of the damage or destruction of such Terminal Elevator resulting from an event of Casualty described at Section 9.1 of this Agreement.

9.2 Condemnation.

(a) If prior to the Closing Date all or any part of any of the Assets shall be taken, or threatened to be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, or otherwise impaired by any governmental agency or authority, Bunge shall give Cargill notice of such taking or threatened taking or impairment within five days after it becomes

aware thereof. In the event such taking or impairment would materially interfere with the use and operation of the Terminal Elevator in the same manner and to the same extent the Elevator is presently being used and operated, Cargill may, at its option, within five days after it has received Bunge's notice, exclude the affected Asset(s) from those covered by this Agreement, in which case the Purchase Price shall be reduced by the amount allocated to such affected Asset as provided in Schedule 1.3(d), or such other amount mutually agreed to by the parties.

ARTICLE X

OTHER AGREEMENTS

10.1 Expenses and Taxes.

(a) Each party shall bear and pay for its own costs and expenses, including attorney's fees, incident to the preparation and carrying out of this Agreement.

(b) All sales and transfer taxes payable in connection with the transfer of the Assets shall be paid by Bunge. All recording fees and similar charges payable in connection with the transfer of the Assets shall be paid by Cargill. All recording fees for lien satisfactions, if any, shall be paid by Bunge.

10.2 Notices. All notices hereunder shall be deemed given when hand delivered or sent by telecopied facsimile or when mailed by overnight mail service or a nationally recognized courier service or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

To Bunge:
Bunge Corporation
11720 Borman Drive
St. Louis, Missouri 63146
Attention: Richard G. Kerwin,
Senior Vice President
Facsimile: (314) 994-6595

With Copy to:
Bunge Corporation
11720 Borman Drive
St. Louis, Missouri 63146
Attention: Legal Department
Facsimile: (314) 994-6521

To Cargill: Cargill, Incorporated
15615 McGinty Road West
Wayzata, Minnesota 55391
Attention: Frank Sims
Facsimile: (612) 742-6081

With Copy to: Cargill, Incorporated
P.O. Box 5624
Minneapolis, Minnesota 55440
Attention: Law Department
Facsimile: (612) 742-6349

Notice will be deemed to be received on the date of personal delivery or telecopied facsimile, the first day following the date of overnight mailing and the second day following the date of regular mailing. The parties hereto may change their address for notice by delivery of a notice of change of address to the other party in accordance with this paragraph.

10.3 No Brokers, Agents or Finders. Bunge and Cargill each represent to the other that no broker, agent or finder was or is involved in this transaction, and that no broker's agent's, or finder's commissions, fees or payments in connection with this transaction are or will be due or owing.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as if this Agreement was a contract made and to be performed in that State.

10.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by any party hereto without the prior written consent of the other party, such consent shall not be unreasonably withheld.

10.6 Entire Agreement. This Agreement and the attached Schedules sets forth the entire agreement and understanding of the parties in respect of the

transactions contemplated by this Agreement, and supersedes all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. No representation, promise, inducement or statement of fact or intention shall be deemed to have been made by Cargill or Bunge which is not set forth in this Agreement or in the documents and instruments expressly referred to in this Agreement and the Schedules, and neither Cargill nor Bunge shall be bound by or liable for any representation, promise, inducement or statement of fact or intention not therein so set forth.

10.7 Counterparts. This Agreement and any documents or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, a fully executed set of such counterparts, identical except as to date and signature, shall be an original document, and will have the same force and effect as though all signatures appeared on a single document.

10.8 Remedies. Except as otherwise provided herein, none of the remedies provided in this Agreement for either party, including termination of this Agreement or specific performance, are the exclusive remedy of either party for a breach of this Agreement. Except as otherwise provided herein, the parties shall have the right to seek any other remedy in law or equity in lieu of or in addition to any remedies provided in this Agreement, including an action for damages for breach of contract.

10.9 No Third Party Beneficiaries. Nothing expressed or implied in this agreement to the contrary, neither Bunge employees, the International Longshoremen's and Warehousemen's Union, nor its Local Unions, Numbers 4 and 8, nor any other person shall be deemed to be a third party beneficiary of this

Agreement and this Agreement shall not be deemed to confer upon such person or any heir, successor, assign or legal representative thereof any rights or remedies, of any nature or kind whatsoever, including without limitation, any right to contract or any right to employment or continued employment for any specified period.

10.10 Hart Scott Rodino Filing. The parties hereto have filed a premerger notification report under the Hart Scott Rodino Antitrust Improvements Act of 1976 with the Federal Trade Commission and the Department of Justice in conjunction with the transaction contemplated herein.

10.11 Appraisal. Bunge will allow Cargill access to the Real Property for purposes of conducting an appraisal of the Assets during normal business hours on such dates as Cargill may request prior to the Closing.

10.12 Survival. The obligations of Bunge and Cargill under the terms of this Agreement shall survive the Closing, subject to the provisions of Section 3.18 and Section 4.5.

10.13 Confidentiality. Cargill and Bunge agree, except to the extent that disclosure is required by law, to maintain in strictest confidence the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BUNGE CORPORATION

By: Richard G. Kerwin
Senior Vice President,
Bunge Corporation

Signature: _____

CARGILL, INCORPORATED

By: Frank L. Sims
Vice President, Cargill Grain Division
Cargill, Incorporated

Signature: _____

SCHEDULE 1.1(a)(i)

Legal Description

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of North River Street, said point being South 50°58'41" East a distance of 235.49 feet from the East corner of River Lot 19, Albina, as conveyed to Dillingham Corporation, by Deed recorded February 13, 1969 in Book 663 Page 196, Deed Records; thence along said Southwesterly line South 50°58'41" East a distance of 179.04 feet to a point; thence leaving said Southwesterly line of North River Street North 88°46'41" West a distance of 13.54 feet to a point; thence South 59°22'30" West 361.2 feet more or less to a point on the Harbor line; thence along said Harbor line North 34°31'11" West 8.0 feet more or less; thence North 50°14'11" West 268.8 feet more or less to a point on the Southwesterly extension of the Southeasterly line of River Lot 19, Albina; thence leaving said Harbor line North 39°01'19" East along said Southwesterly extension and Southeasterly line a distance of 145.9 feet more or less to a point; thence leaving said Southwesterly extension of the Southeasterly line of River Lot 19, Albina, South 52°19'00" East a distance of 93.00 feet to a point; thence North 58°02'25" East a distance of 22.60 feet to a point; thence South 30°52'05" East a distance of 57.93 feet to a point; thence North 58°44'50" East a distance of 194.39 feet to a point; thence South 50°58'41" East a distance of 15.14 feet to a point; thence North 39°01'19" East a distance of 8.25 feet to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along

the Westerly line of Third Street and the Westerly right of way line of said O.W.R. & N. Co., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

SCHEDULE 1.1(a)(ii)

Personal Property List

OFFICE INVENTORY LIST

QTY	
1	Computer Desk 24 X 48 X 50
1	Alma wooden desk 34 X 60
1	Harpers of California desk, blue 30 X 70
4	Harpers of California desks, beige 36 X 60
2	Desks, beige, gray top 30 X 50
2	Harpers of California lateral files, beige 3 drawer 18 X 42 X 39
2	Lateral files, off white 2 drawer 20 X 26 X 42
1	Victor fire master file cabinet, gray 4 drawer 30 X 17 X 54
2	File cabinets, beige 4 drawer 27 X 15 X 42
1	File cabinet, beige 4 drawer 18 X 28 X 52
1	File cabinet, brown 2 drawer 26 X 18 X 29
1	File cabinet, brown 2 drawer 25 X 15 X 29
1	File cabinet, black 2 drawer 28 X 15 X 29
1	Utility table, gray 21 X 45
2	End tables, beige 16 X 30
1	3M copier table, brown/black 18 X 24 X 29
1	Sharp copier table, off white 23 X 25
1	Dinette table, gray 42 X 42
1	Conference table, brown 96 X 48
2	Folding tables, brown 30 X 72
1	Folding typewriter table, black 15 X 18
1	Wooden bookcase 30 X 46 X 12
1	Utility cabinet, beige 36 X 29 X 15
2	Storage cabinets, gray 18 X 36 X 80
2	Swivel desk chairs, orange, metal
3	Swivel desk chairs, orange, plastic
1	Swivel desk chair, yellow, wood
2	Swivel secretary chairs, gray
5	Side chairs, yellow fab, wood
7	Side chairs, yellow, metal frame
6	Dinette chairs, black, metal
3	Dinette chairs, red, metal
1	Sharp SF7850 copier, off white
1	Sharp F05210 facsimile machine, off white
4	Monroe 4130 adding machines, off white
1	Monroe 2830 adding machines, beige
1	Brother 6X9000 word proc typewriter off white
1	IBM 840A Selectronic typewriter, blue
1	Motorola HPN 1007A base radio
3	Motorola HT 1000 hand held radio

QTY	
3	Motorola HT 600 hand held radio
1	Motorola MX 340 hand held radio
1	Motorola GP 300 hand held radio
1	Texas Electronics 1014P rain gauge
1	3M Mod FT10 Dust Mask Test Kit
1	Micro Max Max 3FP Gas Detector
1	MSA Model 401 Air Mask
1	Bran Luebbe Infralyzer 260 Protein Machine
1	Udy grinder with sound case
1	Strong-Scott Model 17809 Barley Pearlers
1	Strand Model P sizer/shaker
1	Pennsylvania Model T-701 dockage scale
1	Torsion balance scale, Model DLM 2 gram scale
1	Torsion balance scale, Model DLM2-1 gram scale
1	Seedboro bulk divider
1	Seedboro table model divider
1	Motomco Model 919 moisture meter
1	Carter Day, style XT3 dockage tester
1	Panasonic Mod NN6369 microwave oven
1	Panasonic Mod NN6470 microwave oven
1	Magic Chef microwave oven
1	Sanyo Mod SR1286-1 refrigerator 18 X 18 X 32
1	Frigidaire Deluxe 43 refrigerator 18 X 20 X 32
1	Eiki Ringmaster II Mod 840A slide projector
1	Quasar, Mod SP2040EE 21" stereo TV with remote
1	Quasar, Mod VH6405 4 head stereo VHS with remote
2	Rival T771 convection heaters
1	Shop Vac, Mod 600A wet/dry vacuum
1	Pullman Holt, Mod 102 vacuum
12	Personal storage lockers, orange
10	Personal storage lockers, brown
1	Ford F150 Super Cab pick-up, Lic. OR THS140, Ser #1FTEX15H4PKB85335
3	IBM PS/2 76 486 type 9576-KUA
1	IBM PS/2 Model 80 386 type 8580-A16
1	IBM PS/2 Model 55 LS type 8555-LTO
1	IBM PS/2 Model 50 Z
1	IBM PS/2 color display monitor type 9515-001
2	IBM PS/2 color display monitor type 8515
1	IBM PS/2 color display monitor type 8518
2	IBM PS/2 color display monitor type 8513
1	HP Laserjet III printer HP 33449A
1	IBM Laserprinter by Lexmark 4039 16L
1	NEC Pinwriter P6300 printer
1	ONS 150 Tylink Modem Model ONS155
1	Hayes Optima 24 Smartmodem Optima 2400 Modem Model 4007AM

QTY	
1	Allen-Bradley keyboard interface reader with Allen-Bradley Industrial Wand Cat-2755-EZ3
2	Panasonic data collection computer Model JT760
1	Panasonic communications cradle Model JT-CU76
1	Telephone System
1	Copier
1	Fax Machine

MILLWRIGHT SHOP TOOLS AND EQUIPMENT

*(LOT) - more than 6 less than 15

QTY	
1	Used Bee Bee portable 2 ton winch w/wire rope
1	Used Bee Bee portable 3 ton winch w/wire rope
1	Used Bee Bee portable 5 ton winch w/wire rope
2	Used 3 ton chain cum a longs
2	Used 1½ ton chain cum a longs
2	Used 1 ton chain cum a longs
2	Used ¾ ton chain cum a long
1	Used Dayton portable trolley type electric chain hoist
2	Used hand and barrel dollies
1	Used 1990 Mitsubishi FG30 3 ton capacity lift truck - fuel (propane)
1	Used Wysong mechanical metal brake maximum ¼" plate with 10 ft. bed
1	Used Summit mechanical shear maximum 10 gage X 10 ft. bed
1	Used hand powered roll machine maximum 10 gage capacity X 4 ft. bed
1	Used Hobart electric shop welder Model M-300
1	Used portable Miller gas welder Model AEAD-200LE
1	Used portable electric 440 volt welder - Model Ramrod
1	Used Miller portable wire feed welder Model S-32P
1	Used jet band saw horizontal and vertical cutting capability
1000 ft.	Used welding lead
1	Used Square D portable electric transformer used with power climbers
2	Used oxygen and acetylene cutting outfits with 200 ft. of hose lead
1000 ft.	Used extension cord 110 volt
2	Used portable explosion proof drop lamps with 100 ft. of cord each
1	Used Dayton shop grinder with dual wheel and wire wheel
1	Used shop refrigerator for welding supplies
3	Used DBA body harnesses
1	*Lot of wire rope slings
1	*Lot of nylon rope slings
3	Used hand wheel pullers
1	Used jet chop saw
1	Used surveillance strobe light
1	Used Bunge red small hand tools box
1	Used *Lot of box/open end wrenches 1" up to 1½"
4	Used industrial pipe wrenches
2	Used shop vices

QTY	
5000 pc.	Assortment nut and bolt bin, ¼" up to ¾" - nuts/washers/cut washers and various bolt lengths
1	Used Safety Kleen solvent washer
1000 ft.	Used Redwing 3/8" air hose
1	Used Delta Rockwell drill press
1	Used Bosch rotary hammer
1	Used Milwaukie Sawzall
1	Used Hilti impact anchor gun
1	Used Black and Decker hand jig saw
2	Used electric impact guns
2	Used pneumatic hand drills
2	Used electric hand drills
2	Used electric hand grinders
2	Used pneumatic hand grinder
1	Used hand dye grinder
1	Used pneumatic needle gun
1	Used chisel hand gun
1	Used hand nibbler 10 gage capacity
1	Used radial hand saw
1	Used Black and Decker power drill used with Bee Bee portable winches
1	Used portable electric 10 ton capacity porta power unit
1	*Lot of hydraulic porta power cylinders
3	Used electric power climber work baskets complete with wire rope, safety wire rope, and power cord
1	Used Shindawa gas powered brush cutter
1	Used 3000 PSI gas driven power washer 15 HP with extension hoses and spray wands
2	Trackmobiles

WAREHOUSE SPARE PARTS

*(LOT) - more than 6 less than 15

QTY	
1	Used 19" X 19" - 25,000 BPH I.S. Sampler
1	Used 24" X 24" - 40,000 BPH I.S. Sampler
1	Used secondary 100/1 sample box I.S. type
50 ft.	New Scandura Goldline belting 48" wide - punched for leg 3
1	New Precision spiral wing extra heavy duty boot pulley for barge leg 48" wide X 30" diameter
20	New burlap ship hold tents used for dust control
10	New/used dust bag cages for 72" bags
10	New/used dust bag cages for 96" bags
10	New/used dust bag cages for 120" bags
1	Used Pelican slide plate for I.S. 24" X 24" exporter sampler
144	Used RJ 120" dust bags
144	Used RJ 96" dust bags
144	Used RJ 72" dust bags
18	Used DC Vokes dust bags
50 ft.	New rubber 42" conveyor belting for barge conveyor
30 ft.	New rubber 48" conveyor belting for conveyors 2-3-8
6	Used Cunningham pneumatic 4" diameter X 36" stroke cylinders for ship and receiving scales
2	New Cunningham cylinders per above spec.
8	New Continental conveyor return rollers 6" diameter X 51" long
4	New 5" diameter rolls per above spec.
2	New Continental 20 degree offset troughing idlers for conveyor 1
4	New Continental 45 degree offset training troughing idlers for conveyors 1-2-3-8
12	New replacement rolls 5" diameter for Continental troughing idler
11	New Continental 45 degree offset troughing idler with 5" diameter rolls
10	New Stevens Adams offset troughing idler with 6" diameter rolls for 48" conveyors
100 ft.	New Tramco drag conveyor chain with UHMW strips attached for conveyors T-5 and T-6
500 ft.	New 4B elevator drag conveyor chain for conveyors B-1-3-4
1500	New Tapco plastic elevator cups 11 X 7
200	New maxi lift plastic elevator cups 14 X 8
150	New 4B elevator plastic elevator cups 14 X 8
100	New Tapco plastic elevator cups 14 X 8
8	New Buhler gate slide plates with rack
1	New precision extra heavy duty pulley 16" diameter X 50" face for conveyors C-1-2-3-8
1	New 60" wide Scandura leg belt for leg 1
1	New Precision spiral wing extra heavy duty pulley 36" diameter X 63" face for leg 1 boot
5	New Albina pipe flanges 20" diameter
1	Used Sterling gear drive for basement reclaim gate

QTY	
1	New US motor 20HP 256T frame backup for high pressure system
1	Rebuilt Sutorbilt high pressure pump
1	Rebuilt Lincoln motor 30HP back up for main compressor
1	Rebuilt Toshiba motor 250 HP back up for legs 3 and 4
1	Rebuilt American sheet metal 12 X 12 rotary air lock
1	Rebuilt motor 125 HP back up for drag conveyors B-3 and 4
1	Rebuilt Jeffery 75 HP in-line gear box with backstop back up for conveyor 3
1	Used motor 100 HP with shovel base back up for conveyor 3
1	New US electric motor 75 HP back up for rail air
1	Used Allis Chalmers motor 50 HP with adjustment slide base
1	Rebuilt GE motor 75 HP
1	Used GE motor 50 HP back ups for T-5 and T-6
1	Used Baldor motor 50 HP
1	Used SKK gear box 250 HP with backstop - back up for leg 3
2	Used pulleys 12" diameter X 51" face with shaft and pillow block bearings
1	Used pulley 12" diameter X 51" face
7000	New Tapco fang type elevator bolts 5/16" diameter X 1 ½" long
7000	New Tapco flanged serrated type nuts 5/16" diameter
1000	New Buhler drag chain connecting pins for B-1-3-4
3000	New Buhler pin connecting ring clamps
1	Used Winsmith swing drive gear box spare parts - back up for ship spouts
1	Used Universal portable grain elevator leg - used for sampling
1	Used auger - 4" diameter X 6' long with drive system
8	New galvanized sheet metal outside conveyor covers - back up for barge conveyor
5	Used Sheave assemblies - 9" diameter X ½" groove - back up for ship spouts
1	*Lot of new hydraulic hoses for Air-o-flex car dump
1	*Lot of new spare parts for gamet samplers on legs 3 and 4
60 gal.	Chevron gear lube oil
50 gal.	Chevron hydraulic oil
30 gal.	Chevron automatic transmission fluid
20 gal.	Tractor oil
10 gal.	GST-32
5	New Carter Day RJ unit type butterfly assembly boxes
1	New Carter Day RF type butterfly box
8	New Carter Day butterfly box felt cover sheets
1	*Lot of new Buhler drag conveyor head and terminal section spare parts - back up for B-1-2-3-4
300 ft.	Used Buhler drag chain for conveyor B-2
3	Used Carter Day rotary air lock internal baffle assemblies complete with new rubbers
30	New Dura type leg belt clamps
1	*Lot of new gear reducers - back up for Carter Day dust systems
1	*Lot of new explosion/non explosion motors ranging from ½ HP up to 5 HP - back up for in house divert gates

QTY	
1	*Lot of new pillow block bearings from 3 7/16" diameter up to 4 15/16" diameter
1	*Lot of new/used spare parts for barge boom/purchase gear box electric brakes
1	*Lot of new oil bath drive roller chain
1	New complete set of Holtz scor slide lagging for leg 1 head pulley
1	New complete set of Holtz scor slide lagging for 24" diameter X 51" face head pulley
45 gal.	New paint - red oxide quick drying equipment enamel paint
825 ft.	new ¾" diameter IWRC wire rope for boom winch
456 ft.	new ½" diameter IWRC wire rope for shipping spouts boom and telescope winches
2	New brush rolls - 10" diameter X 51" face back up for conveyors 1-2-3-8
1	New Gordon belt scraper for conveyor 3
1	New complete set of overhead hydraulic hoses for rail unloading gun
4	New Rhino Hyde liner 4 ft. X 10 ft. ceramic type
4	New Rhino Hyde liner 4 ft. X 10 ft. regular type
5	New UHMW liner 4 ft. X 10 ft.
3	New Argonics liner 4 ft. X 10 ft. regular type
2 tons	New structural steel surplus inventory, angle, pipe, I beam, channel, square stock, round stock, flat bar, etc.
50 ft.	New 16" diameter Dura vent flex hose - back up for ship loading dust control
50 ft.	New 4" diameter Dura spiral core hose for samplers
25 ft.	New 3" diameter Dura spiral core hose for samplers
5	*Lot of new various power drive V belts for elevator machinery
1	*Lot of new spare parts for I.S. secondary samplers
1	Used Pelican assembly with drive for secondary sampler
1	*Lot of new spare parts for track hydraulic unloading gun
500	New plumbing accessories, pipe nipples, elbow, tees, etc.
100	New/used assortment of small chain drive sprockets
1	*Lot new small drive roller chain
500 ft.	New skirtboard rubber
1	New breaker assembly for changeout fuse disconnect MCC 1 and 2

SCHEDULE 1.1(a)(v)

Licenses and Permits

Air Permit #26-2003 (Oregon Dept. of Environmental Quality)

FCC Authorization for Business Radio Service - Call signs KA69089 and WQX399

CARG002861

SCHEDULE 1.1(a)(vi)

Storage Agreements

NONE

CARG002862

SCHEDULE 1.1(a)(vii)

Assumed Contracts

1. Private Roadway Encroachment Agreement (Audit No. 105268) dated October 17, 1977 between the Oregon-Washington Railroad & Navigation Company, its lessee Union Pacific Railroad Company, and Bunge Corporation.

2. Industry Track Contract (Audit No. 125926) dated January 10, 1977 between the Oregon-Washington Railroad & Navigation Company, its lessee Union Pacific Railroad Company and Bunge Corporation.

3. Supplemental Agreement dated October 19, 1983 (Audit No. 135193) to Industry Spur Track Agreement dated April 14, 1983 between the Oregon-Washington Railroad & Navigation Company, its lessee Union Pacific Railroad Company, and Bunge Corporation. (Copy of original Industry Spur Track Agreement not attached.)

SCHEDULE 1.1(b)

Assets to be Retained by Bunge

NONE

SCHEDULE 1.3(b)

Commodity Contracts Valuation Procedures

The value of the Commodity Contracts shall be determined as follows:

1. Grain/Soybean

   (a) Representatives of Bunge and Cargill shall use their reasonable efforts to jointly determine the market prices of the open balances of the Grain/Soybean Commodity Contracts as of the close of business at the Terminal Elevator on the last business day preceding the Closing Date. Bunge and Cargill shall provide estimates or approximations of basis values to each other not sooner than five (5) business days or later than two (2) business days prior to the Closing Date. The market prices shall be based on the terms and conditions contained in each of the Grain/Soybean Commodity Contracts and shall be determined as a relationship to the applicable futures month for the delivery period of each of the Grain/Soybean Commodity Contracts and an equivalent amount of futures shall be exchanged between Bunge and Cargill on the first business day following the Closing Date based on the settlement price of the futures on the last business day preceding the Closing Date. With respect to commodities for which no viable futures market exists, the Grain Commodity Contracts will be settled on the basis of the applicable cash market for those commodities.

(b) The open balances of each Grain/Soybean Commodity Contract shall be multiplied by the amount of the difference between the price provided for in each Grain/Soybean Commodity Contract and the market price of each such Grain/Soybean Commodity Contract to calculate the amount (i.e., the equity) to be paid by Bunge or Cargill, as the case may be, for each of the Grain/Soybean Commodity Contracts, subject to the following:

(i) For the deferred pricing contracts referred to in the Inventory Valuation Procedures (Schedule 1.3(c), Paragraph D), the affected party shall be paid deferred pricing charges accrued to the Closing Date.

(ii) For the basis contracts referred to in the Inventory Valuation Procedures (Schedule 1.3(c), Paragraph D), the affected party shall be paid for any advances outstanding on the unpriced but delivered contract. Each party shall pay the other any equity represented by the difference, if any, in the basis of the contract and the basis agreed to by Bunge and Cargill.

2. General

(a) If the representatives of Bunge and Cargill are unable to reach agreement as to the market prices of any part of the Commodity Contracts, such Commodity Contracts shall be retained by that Party or, at that Party's option, jointly traded out in the market place (it being understood that the spirit and intent of the Agreement is that each party shall assume all such Commodity Contracts).

(b) Bunge and Cargill shall bear the costs and expenses of their respective representatives.

(c) Notwithstanding any other provisions of the Agreement, the market prices of the open balances of the Commodity Contracts and the calculations of the amounts (i.e., equities) to be paid for the Commodity Contracts as finally agreed to by representatives of Bunge and Cargill shall be final and conclusive.

SCHEDULE 1.3(c)

Inventory Valuation Procedures

The value of the Inventory shall be determined as follows:

A. Quantity

1. Weigh-up. The quantity of the Inventory at the Terminal Elevator shall be determined by weighing said Inventory using the scales at the Terminal Elevator or by using the weights established at the time the Inventory entered storage at the Terminal Elevator if the Inventory has been identity preserved since entering storage at the Terminal Elevator ("Weigh-up") and provided that it has not been more than two months since the Inventory entered storage.

B. Quality

1. Weigh Up. The quality of the Inventories shall be determined, at the same time as the quantity is determined, by appropriate and customary sampling of the Inventories at the time of Weigh-up. Inventory quality shall be determined and computed on a per bin basis and shall not be averaged across all Inventories at the Terminal Elevator. In addition, each party may cause such reasonable investigations and physical checks, spot or otherwise (including without limitation, the right to inspect the temperature detection system and quality controls at the Terminal Elevator to determine if there is any indication of quality deterioration), to be jointly made by representatives of Bunge and Cargill at Cargill's request.

2. If representatives of Bunge and Cargill are unable to reach agreement by the Closing Date as to the quality of the Inventory, or any part thereof, such Inventory will be retained by Bunge. Any such retained Inventory shall continue to be stored "identity preserved" at the Terminal Elevator. Cargill's current public tariff applicable at the Terminal Elevator at the time any storage or handling services are performed with respect to said grain by Cargill and shall be paid by Bunge. Bunge shall make a good faith effort to remove all such stored Inventory as soon as commercially practicable and in any event not later than August 1, 1995.

C. Market Prices

Representatives of Bunge and Cargill shall use their reasonable efforts to jointly determine the market prices of the Inventory as of the close of business at the Terminal Elevator on the last business day preceding the Closing Date. Not sooner than five (5) days or later than two (2) days prior to the Closing Date they will provide to each other estimates or approximations of basis values for grain/soybean and market values.

(1) The market prices for the Grain/Soybean Inventory in-store shall be adjusted for quality as specified in (b) below, and shall be determined as a relationship to the nearby futures contract on the Minneapolis Grain Exchange (spring wheat) and/or _____ Boards of Trade and an equivalent amount of futures shall be exchanged between Bunge and Cargill on the first business day following the Closing Date based upon the settlement price of the futures on the last business day preceding the Closing Date.

(2) The quality adjustments referred to in (a) above shall be determined by reducing the market price for quality using such discounts as mutually agreed upon between Bunge and Cargill. In addition to current discount scales, a discount to market price due to grade factors not being applicable to the standard discount scale shall be taken into account. Bunge and Cargill shall use their best efforts to agree on discounts; however, each party shall have the right to retain any part of the Inventory and trade such Inventory out in the market place. If the Soybean or Grain Inventory has a discountable factor that affects quality (i.e., FM/Dockage) rather than price, the quantity of Soybeans or Grain as computed under Paragraph A above shall be appropriately reduced.

D. Valuation

The quantity of the Inventory after reduction for (i) the quantity of the Inventory covered by deferred pricing or basis contracts[1], stored for/owned by others, or other items of a similar nature, and (ii) the amount of any grain or soybean discounts that affect quantity (i.e., FM/Dockage), shall be multiplied by the market prices of the Inventory to calculate the amount to be paid for the Inventory.

E. General

1. Bunge and Cargill shall bear the costs and expenses of their respective representatives.

2. Notwithstanding any other provisions of the Agreement, the quantity, quality and market price of the Inventory and the calculations of the amounts to be paid for the Inventory as finally agreed to by representatives of Bunge and Cargill shall be final and conclusive.

[1] Deferred pricing and basis contracts are covered by the Commodity Contracts Valuation procedures (Schedule 1.3(b)).

3. All out-of-pocket costs and out-of-pocket expenses actually expended in order to determine the quantity and quality of the Inventory shall be paid one-half by Bunge and one-half by Cargill.

SCHEDULE 1.3(d)

Allocation of Purchase Price

Seller: Bunge Corporation
Federal Employer's Identification No.: _____

Buyer: Cargill, Incorporated
Federal Employer's Identification No: 41 0177680

Asset	Fair Market Value	Allocation of Purchase Price
Land/Gravel Roadways	$	$
Concrete	$	$
Office Bldgs & Sheds	$	$
Rail Trackage	$	$
Dock	$	$
Machinery & Equipment	$	$
Total Consideration		

SCHEDULE 3.5

Litigation

NONE

CARG002872

SCHEDULE 3.8(b)

Liens for Taxes

NONE

SCHEDULE 3.8(e)

Tax Disputes

NONE

SCHEDULE 3.9(a)

Labor Agreement

1994-1997 Grain Handler's Agreement dated as of October 1, 1994 between International Longshoremen's and Warehousemen's Union and its Locals 4 and 8 and Individual Pacific Northwest Grain Elevator Operators.

SCHEDULE 3.12

Environmental Conditions

This Schedule 3.12 sets forth certain "Environmental Conditions" which have been identified prior to and during the Environmental Assessment described in Section 5.7 of this Purchase and Sale Agreement and which may not have been remedied by Bunge prior to Closing. The inclusion of any "Environmental Condition" on this Schedule 3.12 does not constitute an admission of a violation of Environmental Laws by Bunge. The "Environmental Conditions" are as follows:

NONE

SCHEDULE 3.12(h)

Underground Storage Tanks

Two underground storage tanks, one which stored diesel and the other which stored gasoline, were removed from the facility in 1991.

BUNGE CORPORATION

Certificate of Resolutions

I, the undersigned, Secretary of Bunge Corporation (the "Company") do hereby certify that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company on July 11, 1995, and that such resolutions have not been modified, rescinded or revoked and are, on the date hereof, in full force and effect:

> RESOLVED, that the President or any Vice President or the Secretary or the Treasurer of the corporation, or any one of them acting alone, be and they hereby are authorized to execute and deliver, in the name of and on behalf of the corporation, the Purchase and Sale Agreement made by and between Cargill, Incorporated and the corporation, covering the sale by the corporation of its Terminal Elevator and Assets defined in the Agreement, located in Portland, Oregon substantially in the form of the draft thereof dated 6/20/95 submitted to this meeting, with such changes therein (including, without limitation, the date thereof) as may be approved by the officer or officers executing the same, his or their approval in that regard to be conclusively evidenced by his or their execution and delivery of the same; and it was further
>
> RESOLVED, that the officers of the corporation, or any one of them acting alone, be and they hereby are, authorized, in the name of and on behalf of the corporation, to execute and deliver such instruments and documents, and to attest to and affix the corporate seal thereto, including, but not limited to, authorizations or resolutions with respect to any and all joint or separate instruments of assignment, transfer, conveyance or servitude, and similar documents, as if such authorizations or resolutions were fully set forth herein, and to take such action and do such things as may be necessary or advisable or convenient and proper to enter into and carry out the Agreement and the transactions contemplated thereby.

Dated: July 14, 1995.

Murray H. Warschauer
Secretary

RESOLUT.101

STATE OF OREGON

Office of the Secretary of State

Corporation Division

I, *Janet Sullivan*, Director of the Corporation Division,
DO HEREBY CERTIFY:

BUNGE CORPORATION
a Business Corporation,
incorporated under the laws of
NEW YORK
was authorized to transact business in Oregon on
December 12, 1974
and is active on the records of the Corporation Division
as of the date of this certificate.

STATE OF OREGON 1859

Janet Sullivan
Director

BY [signature]

DATE *July 12, 1995*

1301

CARG002879

STATE OF OREGON

Office of the Secretary of State
Corporation Division

I, *Janet Sullivan*, Director of the Corporation Division,
DO HEREBY CERTIFY:

CARGILL, INCORPORATED
a Business Corporation,
incorporated under the laws of
DELAWARE
was authorized to transact business in Oregon on
November 23, 1936
and is active on the records of the Corporation Division
as of the date of this certificate.

Janet Sullivan
Director

BY James E. [illegible]

DATE June 23, 1995

1301

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JMJ:jev 6/28/95 (41116)

CERTIFICATION OF NONFOREIGN STATUS BY CORPORATE OFFICER

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

Re: Property described as:
See attached Exhibit A.

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, this day appeared R. KERWIN, who being by me first duly sworn, deposes and says:

1. I am R. KERWIN, the Sr. Vice President of Bunge Corporation; Bunge Corporation being the owner of the Property described above.

2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Bunge Corporation, the undersigned hereby certifies the following on behalf of Bunge Corporation:

(a) Bunge Corporation is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

(b) Bunge Corporation is a New York corporation;

(c) Bunge Corporation's U.S. employer identification number is 13-4997760 and

(d) Bunge Corporation's offices and principal place of business are at 11720 Borman Drive, St. Louis, Missouri 63146.

Bunge Corporation understands that the certification contained in this paragraph 2 may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this document and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Bunge Corporation.

Date: 07/28/95, 1995

SWORN TO AND SUBSCRIBED BEFORE ME on this 28th day of July, 1995.

NOTARY PUBLIC

My Commission Expires: 1/31/2000

MARILYNN W. PAULSON
NOTARY PUBLIC—MINNESOTA
MY COMMISSION EXPIRES 1-31-2000

EXHIBIT A

Legal Description

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of North River Street, said point being South 50°58'41" East a distance of 235.49 feet from the East corner of River Lot 19, Albina, as conveyed to Dillingham Corporation, by Deed recorded February 13, 1969 in Book 663 Page 196, Deed Records; thence along said Southwesterly line South 50°58'41" East a distance of 179.04 feet to a point; thence leaving said Southwesterly line of North River Street North 88°46'41" West a distance of 13.54 feet to a point; thence South 59°22'30" West 361.2 feet more or less to a point on the Harbor line; thence along said Harbor line North 34°31'11" West 8.0 feet more or less; thence North 50°14'11" West 268.8 feet more or less to a point on the Southwesterly extension of the Southeasterly line of River Lot 19, Albina; thence leaving said Harbor line North 39°01'19" East along said Southwesterly extension and Southeasterly line a distance of 145.9 feet more or less to a point; thence leaving said Southwesterly extension of the Southeasterly line of River Lot 19, Albina, South 52°19'00" East a distance of 93.00 feet to a point; thence North 58°02'25" East a distance of 22.60 feet to a point; thence South 30°52'05" East a distance of 57.93 feet to a point; thence North 58°44'50" East a distance of194.39 feet to a point; thence South 50°58'41" East a distance of 15.14 feet to a point; thence North 39°01'19" East a distance of 8.25 feet to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of

said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along the Westerly line of Third Street and the Westerly right of way line of said O.W.R. & N. Co., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

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BUNGE CORPORATION

LEGAL DEPARTMENT

July 14, 995

Cargill, Incorporated
15407 McGinty Road West
Minneapolis, Minnesota 55391-2399

Re: Purchase and Sale Agreement dated as of July 14, 1995, made by and between Bunge Corporation, as seller, and Cargill, Incorporated, as purchaser (the "Agreement")

Gentlemen:

I am counsel for Bunge Corporation, a New York corporation (the "Company"), and have represented the Company in connection with its execution and delivery of the Agreement covering the sale by the Company of a certain grain elevator located in Portland, Oregon. All capitalized terms used in this opinion shall have the meanings attributed to them in the Agreement.

I have examined the Company's certificate of incorporation, bylaws, resolutions and such other matters of fact and law which I deem necessary in order to render this opinion. Based upon the foregoing, it is my opinion that:

1. The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of New York and has full power and authority to enter into and perform its obligations under the Agreement and the transactions contemplated in the Agreement.

2. The execution, delivery and performance by the Company of the Agreement and the transactions contemplated in the Agreement have been duly authorized by all necessary corporate action on its behalf.

3. The Agreement has been duly executed and delivered on the Company's behalf and constitutes a valid and binding agreement enforceable against it in accordance with its terms except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforceability of creditors' rights generally or general principles of equity.

11720 Borman Drive P.O. Box 28500 St. Louis, Missouri 63146 Phone (314) 872-3030 Fax: (314) 994-6521

4. The execution and delivery of the Agreement do not, and the consummation of the transactions contemplated by the Agreement will not (i) violate any provision of the Company's certificate of incorporation or by-laws; (ii) result in any violation of or be in conflict with or constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under (A) any term of any agreement or instrument to which the Company is a party or by which the Company or any of the Assets are bound, or (B) any law, ordinance, regulation, rule, judgment, decree or order binding upon the Company or any of the Assets (subject to compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976) or (iii)result in the creation or imposition of any lien, charge or encumbrance upon any of the Assets.

5. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance by the Company of the Agreement and consummation by the Company of the transactions contemplated by the Agreement, except for (i) filings with the Federal Trade Commission and with the Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder, and (ii) documents filed in connection with the transfer of the Assets.

Sincerely yours,

Murray H. Warschauer
General Counsel

MHW/bjm
opinion.306

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CARGILL, INCORPORATED
LAW DEPARTMENT

James D. Moe
Corporate Vice President
General Counsel
& Secretary

John S. Erickson
Vice President &
Deputy
General Counsel

Ronald L. Laumbach
Vice President &
North America
General Counsel

Linda L. Cutler
Vice President
Assistant General Counsel
& Assistant Secretary

Mailing Address:
P.O. Box 5624
Minneapolis, MN 55440-5624

Location/Shipping Address:
15407 McGinty Road West
Wayzata, MN 55391-2399

FAX (612) 742-6349
or (612) 742-7503

Gretchen Q. Banks
Karen L. Baril
Shirley R. Boyd
Frederick L. Budde
James D. Dingel
Phillip M. Fantle
Sheila Brennan Hagen
H. Jed Hepworth
Ronald E. Hunter
Joseph R. Liesch
Grace Murgia Musilek
LaRaye M. Osborne
Bonnie E. Raquet
Lawrence A. Willey
Laura Hicks Witte

Steven M. Adams
David L. Biek
Carolyn J. Brue
Therese A. Coons
Mark J. Isaacson
Robin P. Kinning
Colleen Murphy Knapp
Jay A. Kroese
Richard L. Mack
Thomas W. MacLeod
Brian R. Pioske
Maria-Inés Raij
David A. Robertson
Randall J. Romsdahl
Timothy A. Thomas
Peter A. Vorbrich

Writer's Direct Dial Number
(612) 742-6358

July 14, 1995

Bunge Corporation
11720 Borman Drive
P.O. Box 28500
St. Louis, MO 63146

RE: Sale and Purchase Agreement
Our File No. 510

Gentlemen:

I am counsel for Cargill, Incorporated, a Delaware corporation (the "Company"), and have represented the Company in connection with its execution and delivery of the Agreement covering the purchase by the Company from Bunge Corporation of that certain terminal grain elevator located in Portland, Oregon. All capitalized terms used in this opinion shall have the meanings attributed to them in the Agreement.

I have examined the Company's certificate of incorporation, bylaws, resolutions and such other matters of fact and law which I deem necessary in order to render this opinion. Based upon the foregoing, it is my opinion that:

1. The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to enter into and perform its obligations under the Agreement and the transactions contemplated in the Agreement.

2. The execution, delivery and performance by the Company of the Agreement and the transactions contemplated in the Agreement have been duly authorized by all necessary corporate action on its behalf.

3. The Agreement has been duly executed and delivered on the Company's behalf and constitutes a valid and binding agreement enforceable against

it in accordance with its terms except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforceability of creditors' rights generally or general principles of equity.

4. The execution and delivery of the Agreement do not, and the consummation of the transactions contemplated by the Agreement will not (i) violate any provision of the Company's certificate of incorporation or by-laws; (ii) result in any violation of or be in conflict with or constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under (A) any term of any agreement or instrument to which the Company is a party or by which the Company or any of the Assets are bound, or (B) any law, ordinance, regulation, rule, judgment, decree or order binding upon the Company or any of the Assets (subject to compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976) or (iii) result in the creation or imposition of any lien, charge or encumbrance upon any of the Assets.

5. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance by the Company of the Agreement and consummation by the Company of the transactions contemplated by the Agreement, except for (i) filings with the Federal Trade Commission and with the Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder, and (ii) documents filed in connection with the transfer of the Assets.

Sincerely,

Randall J. Romsdahl

Randall J. Romsdahl

RJR:ecw
cil/41138

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OWNER'S/SELLER'S AFFIDAVIT

Personally appeared before me, the undersigned officer (the "Affiant") of BUNGE CORPORATION, who being first duly sworn upon oath, deposes and says under penalty of perjury:

1. That Bunge Corporation, a New York corporation, is the owner (the "Owner") and transferor of the property described in Exhibit A attached hereto (the "Property").

2. That the Owner's United States Taxpayer Identification Number is 13-4977260 and that its address is 11720 Borman Drive, St. Louis, Missouri 63146.

3. The Owner is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

4. There are no outstanding contracts, either oral or written, for the furnishing of labor, material or services to the Property for any improvements thereon.

5. All labor, material or services, if any, were furnished, completed, and in place not less than sixty (60) days prior to the date of this Affidavit and all charges for any material or labor whenever furnished have been or will be paid, and the Owner has not received notice from any materialman, laborer or subcontractor.

6. The Property is free of all recorded and unrecorded liens, encumbrances and claims of any nature, kind and description whatsoever, including water and sewer charges, broker's fees, except for those shown in the Commitment for Title Insurance issued in connection with this transaction.

7. The Owner is in exclusive possession of the Property and no other parties have any claim to possession of the Property. The undersigned is not aware of any objections by adjoining land owners to encroachments, if any.

8. The personal property being transferred is not subject to any unpaid personal property tax liens or liens under the Uniform Commercial Code in favor of others.

9. The Owner has not entered into any agreements or allowed any agreements to be entered into for or on the undersigned's behalf which would create an interest in the Property which remain unrecorded as of the date of the delivery of the instruments in the subject transaction.

10. That all fees, if any, due a broker in connection with this transaction as specified in the Contract for Sale and Purchase signed by Seller, have been paid prior

Exhibit A

Legal Description

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of North River Street, said point being South 50°58'41" East a distance of 235.49 feet from the East corner of River Lot 19, Albina, as conveyed to Dillingham Corporation, by Deed recorded February 13, 1969 in Book 663 Page 196, Deed Records; thence along said Southwesterly line South 50°58'41" East a distance of 179.04 feet to a point; thence leaving said Southwesterly line of North River Street North 88°46'41" West a distance of 13.54 feet to a point; thence South 59°22'30" West 361.2 feet more or less to a point on the Harbor line; thence along said Harbor line North 34°31'11" West 8.0 feet more or less; thence North 50°14'11" West 268.8 feet more or less to a point on the Southwesterly extension of the Southeasterly line of River Lot 19, Albina; thence leaving said Harbor line North 39°01'19" East along said Southwesterly extension and Southeasterly line a distance of 145.9 feet more or less to a point; thence leaving said Southwesterly extension of the Southeasterly line of River Lot 19, Albina, South 52°19'00" East a distance of 93.00 feet to a point; thence North 58°02'25" East a distance of 22.60 feet to a point; thence South 30°52'05" East a distance of 57.93 feet to a point; thence North 58°44'50" East a distance of 194.39 feet to a point; thence South 50°58'41" East a distance of 15.14 feet to a point; thence North 39°01'19" East a distance of 8.25 feet to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along

the Westerly line of Third Street and the Westerly right of way line of said O.W.R. & N. Co., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

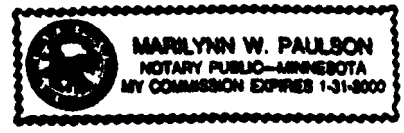
to closing or will be paid out of the proceeds of the closing of this transaction.

Affiant acknowledges that this Affidavit is given to Chicago Title Insurance Company (the "Company") in order to induce the Company to insure title to the Property in favor of the proposed insured therein and that, in so doing, the Company shall rely upon the statements and representations made herein.

R. Kerwin

Richard G. Kerwin

Subscribed and sworn to before me this 14th day of July, 1995.



Marilynn W Paulson

Notary Public

My Commission Expires: 1/31/2000

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STATE OF Minnesota)
)
COUNTY OF Hennepin)

AFFIDAVIT

R. KERWIN, residing at _____,
being first duly sworn, of oath says:

That he/she is the Sr. Vice President of Bunge Corporation, a New York corporation, the party named as Grantor in that certain Warranty Deed dated 7/14/95, 1995, to Cargill, Incorporated covering real property located in Portland, Multnomah County, Oregon.

That said Bunge Corporation is duly organized and validly existing in good standing under the laws of the State of New York, and has full power and legal authority to do business in the State of Oregon.

That there are no bankruptcy proceedings and that there are no unsatisfied judgments of record, nor actions pending in any court, State or Federal, nor any tax liens filed against the above named corporation except as herein stated:

That any judgments, bankruptcies, probate proceedings, State or Federal Tax liens, of record against parties with the same name or similar names are not against the above named corporation;

That there has been no labor or materials furnished to the premises for which payment has not been made, and additionally that there have been no contracts let for future work or materials to be furnished to the site;

That there are no unrecorded contracts, leases, easements, or other agreements or interest, relating to said premises, and that there are no tenants, lessees or parties in possession, of which affiant has knowledge, except as stated herein:

That we did not receive notice or know of any recent or future planned improvements (such as street paving, sidewalks, street lighting, etc.) that would result in a special assessment against the property and are not now involved or participating in any proceeding which could result in an increased tax or assessment liability against said property;

That affiant knows the matters herein stated are true and makes this affidavit for the purpose of inducing the passing of the title to the premises referred to in said document, free and clear of all judgments, State and Federal Tax Liens, Bankruptcy and unrecorded interests.

BUNGE CORPORATION

By: R. Kerwin
Its: Senior Vice President

Subscribed and sworn to before me
this 14th day of July, 1995.

Maralynn W Paulson
Notary Public
Hennepin County, Minnesota
My Commission Expires: 1/31/2000

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JMC:jev 06/29/95 (41185)

BILL OF SALE

BUNGE CORPORATION, a New York corporation, with principal offices and place of business at 11720 Borman Drive, St. Louis, Missouri 63146 ("Bunge"), in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration to it in hand paid by CARGILL, INCORPORATED, a Delaware corporation, with offices and principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("Cargill"), the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto Cargill, its successors and assigns, forever, the following described Goods, Chattels, Inventory and Personal Property to-wit:

> All buildings, structures, fixtures, installations and improvements comprising Bunge's terminal grain facility located on real property in Portland, Oregon, which real property is further described in Exhibit A, attached hereto and by this reference incorporated herein, all Intangible Property relative to and in connection with Bunge's business conducted at, on or about said terminal grain facility, all Inventory located at the terminal grain facility, and all Personal Property located at the terminal grain facility and listed in Exhibit B, attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD THE SAME, Unto Cargill, its successors and assigns forever. And Bunge, for itself, and its successors or assigns, does hereby covenant and agree to and with Cargill, its successors and assigns, forever, that it is the lawful owner of said Goods, Chattels and Property, and has good right to sell the same as aforesaid; and that the same are free from all encumbrances.

IN TESTIMONY WHEREOF, Bunge Corporation has caused this document to be executed in its corporate name by R. Kerwin its Sr. Vice President this 14th day of July, 1995.

BUNGE CORPORATION

By: R. Kerwin
Its: Senior Vice President

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 14th day of July, 1995, before me, a Notary Public for said County, personally appeared R. Kerwin to me personally known, who, being by me duly sworn, did say that he/she is the Sr. Vice President of Bunge Corporation, the corporation named in the foregoing instrument, and authorized to execute the foregoing instrument.

MARILYNN W. PAULSON
NOTARY PUBLIC—MINNESOTA
MY COMMISSION EXPIRES 1-31-2000

Marilynn W Paulson
Notary Public

My commission expires Jan 31, 19 2000

EXHIBIT A

Legal Description

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

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EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along the Westerly line of Third Street and the Westerly

right of way line of said O.W.R. & N. Co., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

SCHEDULE 1.1(a)(ii)

Personal Property List

OFFICE INVENTORY LIST

QTY	
1	Computer Desk 24 X 48 X 50
1	Alma wooden desk 34 X 60
1	Harpers of California desk, blue 30 X 70
4	Harpers of California desks, beige 36 X 60
2	Desks, beige, gray top 30 X 50
2	Harpers of California lateral files, beige 3 drawer 18 X 42 X 39
2	Lateral files, off white 2 drawer 20 X 26 X 42
1	Victor fire master file cabinet, gray 4 drawer 30 X 17 X 54
2	File cabinets, beige 4 drawer 27 X 15 X 42
1	File cabinet, beige 4 drawer 18 X 28 X 52
1	File cabinet, brown 2 drawer 26 X 18 X 29
1	File cabinet, brown 2 drawer 25 X 15 X 29
1	File cabinet, black 2 drawer 28 X 15 X 29
1	Utility table, gray 21 X 45
2	End tables, beige 16 X 30
1	3M copier table, brown/black 18 X 24 X 29
1	Sharp copier table, off white 23 X 25
1	Dinette table, gray 42 X 42
1	Conference table, brown 96 X 48
2	Folding tables, brown 30 X 72
1	Folding typewriter table, black 15 X 18
1	Wooden bookcase 30 X 46 X 12
1	Utility cabinet, beige 36 X 29 X 15
2	Storage cabinets, gray 18 X 36 X 80
2	Swivel desk chairs, orange, metal
3	Swivel desk chairs, orange, plastic
1	Swivel desk chair, yellow, wood
2	Swivel secretary chairs, gray
5	Side chairs, yellow fab, wood
7	Side chairs, yellow, metal frame
6	Dinette chairs, black, metal
3	Dinette chairs, red, metal
1	Sharp SF7850 copier, off white
1	Sharp F05210 facsimile machine, off white
4	Monroe 4130 adding machines, off white
1	Monroe 2830 adding machines, beige
1	Brother 6X9000 word proc typewriter off white
1	IBM 840A Selectronic typewriter, blue
1	Motorola HPN 1007A base radio
3	Motorola HT 1000 hand held radio

QTY	
3	Motorola HT 600 hand held radio
1	Motorola MX 340 hand held radio
1	Motorola GP 300 hand held radio
1	Texas Electronics 1014P rain gauge
1	3M Mod FT10 Dust Mask Test Kit
1	Micro Max Max 3FP Gas Detector
1	MSA Model 401 Air Mask
1	Bran Luebbe Infralyzer 260 Protein Machine
1	Udy grinder with sound case
1	Strong-Scott Model 17809 Barley Pearlers
1	Strand Model P sizer/shaker
1	Pennsylvania Model T-701 dockage scale
1	Torsion balance scale, Model DLM 2 gram scale
1	Torsion balance scale, Model DLM2-1 gram scale
1	Seedboro bulk divider
1	Seedboro table model divider
1	Motomco Model 919 moisture meter
1	Carter Day, style XT3 dockage tester
1	Panasonic Mod NN6369 microwave oven
1	Panasonic Mod NN6470 microwave oven
1	Magic Chef microwave oven
1	Sanyo Mod SR1286-1 refrigerator 18 X 18 X 32
1	Frigidaire Deluxe 43 refrigerator 18 X 20 X 32
1	Eiki Ringmaster II Mod 840A slide projector
1	Quasar, Mod SP2040EE 21" stereo TV with remote
1	Quasar, Mod VH6405 4 head stereo VHS with remote
2	Rival T771 convection heaters
1	Shop Vac, Mod 600A wet/dry vacuum
1	Pullman Holt, Mod 102 vacuum
12	Personal storage lockers, orange
10	Personal storage lockers, brown
1	Ford F150 Super Cab pick-up, Lic. OR THS140, Ser #1FTEX15H4PKB85335
3	IBM PS/2 76 486 type 9576-KUA
1	IBM PS/2 Model 80 386 type 8580-A16
1	IBM PS/2 Model 55 LS type 8555-LTO
1	IBM PS/2 Model 50 Z
1	IBM PS/2 color display monitor type 9515-001
2	IBM PS/2 color display monitor type 8515
1	IBM PS/2 color display monitor type 8518
2	IBM PS/2 color display monitor type 8513
1	HP Laserjet III printer HP 33449A
1	IBM Laserprinter by Lexmark 4039 16L
1	NEC Pinwriter P6300 printer
1	ONS 150 Tylink Modem Model ONS155
1	Hayes Optima 24 Smartmodem Optima 2400 Modem Model 4007AM

QTY	
1	Allen-Bradley keyboard interface reader with Allen-Bradley Industrial Wand Cat-2755-EZ3
2	Panasonic data collection computer Model JT760
1	Panasonic communications cradle Model JT-CU76
1	Telephone System
1	Copier
1	Fax Machine

MILLWRIGHT SHOP TOOLS AND EQUIPMENT

*(LOT) - more than 6 less than 15

QTY	
1	Used Bee Bee portable 2 ton winch w/wire rope
1	Used Bee Bee portable 3 ton winch w/wire rope
1	Used Bee Bee portable 5 ton winch w/wire rope
2	Used 3 ton chain cum a longs
2	Used 1½ ton chain cum a longs
2	Used 1 ton chain cum a longs
2	Used ¾ ton chain cum a long
1	Used Dayton portable trolley type electric chain hoist
2	Used hand and barrel dollies
1	Used 1990 Mitsubishi FG30 3 ton capacity lift truck - fuel (propane)
1	Used Wysong mechanical metal brake maximum ¼" plate with 10 ft. bed
1	Used Summit mechanical shear maximum 10 gage X 10 ft. bed
1	Used hand powered roll machine maximum 10 gage capacity X 4 ft. bed
1	Used Hobart electric shop welder Model M-300
1	Used portable Miller gas welder Model AEAD-200LE
1	Used portable electric 440 volt welder - Model Ramrod
1	Used Miller portable wire feed welder Model S-32P
1	Used jet band saw horizontal and vertical cutting capability
1000 ft.	Used welding lead
1	Used Square D portable electric transformer used with power climbers
2	Used oxygen and acetylene cutting outfits with 200 ft. of hose lead
1000 ft.	Used extension cord 110 volt
2	Used portable explosion proof drop lamps with 100 ft. of cord each
1	Used Dayton shop grinder with dual wheel and wire wheel
1	Used shop refrigerator for welding supplies
3	Used DBA body harnesses
1	*Lot of wire rope slings
1	*Lot of nylon rope slings
3	Used hand wheel pullers
1	Used jet chop saw
1	Used surveillance strobe light
1	Used Bunge red small hand tools box
1	Used *Lot of box/open end wrenches 1" up to 1½"
4	Used industrial pipe wrenches
2	Used shop vices

QTY	
5000 pc.	Assortment nut and bolt bin, ¼" up to ¾" - nuts/washers/cut washers and various bolt lengths
1	Used Safety Kleen solvent washer
1000 ft.	Used Redwing 3/8" air hose
1	Used Delta Rockwell drill press
1	Used Bosch rotary hammer
1	Used Milwaukie Sawzall
1	Used Hilti impact anchor gun
1	Used Black and Decker hand jig saw
2	Used electric impact guns
2	Used pneumatic hand drills
2	Used electric hand drills
2	Used electric hand grinders
2	Used pneumatic hand grinder
1	Used hand dye grinder
1	Used pneumatic needle gun
1	Used chisel hand gun
1	Used hand nibbler 10 gage capacity
1	Used radial hand saw
1	Used Black and Decker power drill used with Bee Bee portable winches
1	Used portable electric 10 ton capacity porta power unit
1	*Lot of hydraulic porta power cylinders
3	Used electric power climber work baskets complete with wire rope, safety wire rope, and power cord
1	Used Shindawa gas powered brush cutter
1	Used 3000 PSI gas driven power washer 15 HP with extension hoses and spray wands
2	Trackmobiles

WAREHOUSE SPARE PARTS

*(LOT) - more than 6 less than 15

QTY	
1	Used 19" X 19" - 25,000 BPH I.S. Sampler
1	Used 24" X 24" - 40,000 BPH I.S. Sampler
1	Used secondary 100/1 sample box I.S. type
50 ft.	New Scandura Goldline belting 48" wide - punched for leg 3
1	New Precision spiral wing extra heavy duty boot pulley for barge leg 48" wide X 30" diameter
20	New burlap ship hold tents used for dust control
10	New/used dust bag cages for 72" bags
10	New/used dust bag cages for 96" bags
10	New/used dust bag cages for 120" bags
1	Used Pelican slide plate for I.S. 24" X 24" exporter sampler
144	Used RJ 120" dust bags
144	Used RJ 96" dust bags
144	Used RJ 72" dust bags
18	Used DC Vokes dust bags
50 ft.	New rubber 42" conveyor belting for barge conveyor
30 ft.	New rubber 48" conveyor belting for conveyors 2-3-8
6	Used Cunningham pneumatic 4" diameter X 36" stroke cylinders for ship and receiving scales
2	New Cunningham cylinders per above spec.
8	New Continental conveyor return rollers 6" diameter X 51" long
4	New 5" diameter rolls per above spec.
2	New Continental 20 degree offset troughing idlers for conveyor 1
4	New Continental 45 degree offset training troughing idlers for conveyors 1-2-3-8
12	New replacement rolls 5" diameter for Continental troughing idler
11	New Continental 45 degree offset troughing idler with 5" diameter rolls
10	New Stevens Adams offset troughing idler with 6" diameter rolls for 48" conveyors
100 ft.	New Tramco drag conveyor chain with UHMW strips attached for conveyors T-5 and T-6
500 ft.	New 4B elevator drag conveyor chain for conveyors B-1-3-4
1500	New Tapco plastic elevator cups 11 X 7
200	New maxi lift plastic elevator cups 14 X 8
150	New 4B elevator plastic elevator cups 14 X 8
100	New Tapco plastic elevator cups 14 X 8
8	New Buhler gate slide plates with rack
1	New precision extra heavy duty pulley 16" diameter X 50" face for conveyors C-1-2-3-8
1	New 60" wide Scandura leg belt for leg 1
1	New Precision spiral wing extra heavy duty pulley 36" diameter X 63" face for leg 1 boot
5	New Albina pipe flanges 20" diameter
1	Used Sterling gear drive for basement reclaim gate

QTY	
1	New US motor 20HP 256T frame backup for high pressure system
1	Rebuilt Sutorbilt high pressure pump
1	Rebuilt Lincoln motor 30HP back up for main compressor
1	Rebuilt Toshiba motor 250 HP back up for legs 3 and 4
1	Rebuilt American sheet metal 12 X 12 rotary air lock
1	Rebuilt motor 125 HP back up for drag conveyors B-3 and 4
1	Rebuilt Jeffery 75 HP in-line gear box with backstop back up for conveyor 3
1	Used motor 100 HP with shovel base back up for conveyor 3
1	New US electric motor 75 HP back up for rail air
1	Used Allis Chalmers motor 50 HP with adjustment slide base
1	Rebuilt GE motor 75 HP
1	Used GE motor 50 HP back ups for T-5 and T-6
1	Used Baldor motor 50 HP
1	Used SKK gear box 250 HP with backstop - back up for leg 3
2	Used pulleys 12" diameter X 51" face with shaft and pillow block bearings
1	Used pulley 12" diameter X 51" face
7000	New Tapco fang type elevator bolts 5/16" diameter X 1 ½" long
7000	New Tapco flanged serrated type nuts 5/16" diameter
1000	New Buhler drag chain connecting pins for B-1-3-4
3000	New Buhler pin connecting ring clamps
1	Used Winsmith swing drive gear box spare parts - back up for ship spouts
1	Used Universal portable grain elevator leg - used for sampling
1	Used auger - 4" diameter X 6' long with drive system
8	New galvanized sheet metal outside conveyor covers - back up for barge conveyor
5	Used Sheave assemblies - 9" diameter X ½" groove - back up for ship spouts
1	*Lot of new hydraulic hoses for Air-o-flex car dump
.1	*Lot of new spare parts for gamet samplers on legs 3 and 4
60 gal.	Chevron gear lube oil
50 gal.	Chevron hydraulic oil
30 gal.	Chevron automatic transmission fluid
20 gal.	Tractor oil
10 gal.	GST-32
5	New Carter Day RJ unit type butterfly assembly boxes
1	New Carter Day RF type butterfly box
8	New Carter Day butterfly box felt cover sheets
1	*Lot of new Buhler drag conveyor head and terminal section spare parts - back up for B-1-2-3-4
300 ft.	Used Buhler drag chain for conveyor B-2
3	Used Carter Day rotary air lock internal baffle assemblies complete with new rubbers
30	New Dura type leg belt clamps
1	*Lot of new gear reducers - back up for Carter Day dust systems
1	*Lot of new explosion/non explosion motors ranging from ½ HP up to 5 HP - back up for in house divert gates

QTY	
1	*Lot of new pillow block bearings from 3 7/16" diameter up to 4 15/16" diameter
1	*Lot of new/used spare parts for barge boom/purchase gear box electric brakes
1	*Lot of new oil bath drive roller chain
1	New complete set of Holtz scor slide lagging for leg 1 head pulley
1	New complete set of Holtz scor slide lagging for 24" diameter X 51" face head pulley
45 gal.	New paint - red oxide quick drying equipment enamel paint
825 ft.	new ¾" diameter IWRC wire rope for boom winch
456 ft.	new ½" diameter IWRC wire rope for shipping spouts boom and telescope winches
2	New brush rolls - 10" diameter X 51" face back up for conveyors 1-2-3-8
1	New Gordon belt scraper for conveyor 3
1	New complete set of overhead hydraulic hoses for rail unloading gun
4	New Rhino Hyde liner 4 ft. X 10 ft. ceramic type
4	New Rhino Hyde liner 4 ft. X 10 ft. regular type
5	New UHMW liner 4 ft. X 10 ft.
3	New Argonics liner 4 ft. X 10 ft. regular type
2 tons	New structural steel surplus inventory, angle, pipe, I beam, channel, square stock, round stock, flat bar, etc.
50 ft.	New 16" diameter Dura vent flex hose - back up for ship loading dust control
50 ft.	New 4" diameter Dura spiral core hose for samplers
25 ft.	New 3" diameter Dura spiral core hose for samplers
5	*Lot of new various power drive V belts for elevator machinery
1	*Lot of new spare parts for I.S. secondary samplers
1	Used Pelican assembly with drive for secondary sampler
1	*Lot of new spare parts for track hydraulic unloading gun
500	New plumbing accessories, pipe nipples, elbow, tees, etc.
100	New/used assortment of small chain drive sprockets
1	*Lot new small drive roller chain
500 ft.	New skirtboard rubber
1	New breaker assembly for changeout fuse disconnect MCC 1 and 2

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ASSIGNMENT OF AGREEMENTS

THIS AGREEMENT, made and entered into this 11th day of July, 1995, by and between CARGILL, INCORPORATED, a Delaware corporation to be addressed at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("Assignee") and BUNGE CORPORATION, a New York corporation to be addressed at 11720 Borman Drive, St. Louis, Missouri 63146 ("Assignor").

WITNESSETH:

RECITALS:

WHEREAS, Assignor is presently a party to those certain leases, licenses and other agreements set forth on Exhibit A attached hereto and made a part hereof (collectively referred to as the "Agreements"); and

WHEREAS, Assignor is transferring its interest in that certain real property located in the Town of Portland, County of Multnomah, State of Oregon, to Assignee which is more specifically described on Exhibit B attached hereto and made a part hereof;

WHEREAS, Assignor and Assignee desire that all of Assignor's interest in and to the Agreements be assigned to Assignee.

AGREEMENT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. For and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which the Assignee does hereby acknowledge, Assignor hereby sells, assigns, transfers, conveys and sets over to the Assignee all of Assignor's right, title and interest in and to the Agreements, as the same may have heretofore been amended or modified.

2. For and in consideration of the above Assignment, the Assignee hereby accepts and assumes the Assignment and agrees to be bound by and to abide by each and every one of the terms and conditions of the Agreements and hereby expressly assumes any and all liability for, and agrees to promptly make, any and all payments due thereunder and to perform all of the covenants and agreements contained in the Agreements from the effective date of this Assignment.

3. Any prepaid payments due under the Agreements shall be prorated between the parties as of the effective date of this Assignment.

4. The effective date of this Assignment shall be July 1, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

BUNGE CORPORATION

By: _____

Its: Senior Vice President

"Assignor"

CARGILL, INCORPORATED

By: _____

Its: Vice President

"Assignee"

ASSIGN.102

EXHIBIT A

Assumed Contracts

1. Private Roadway Encroachment Agreement (Audit No. 105268) dated October 17, 1977 between the Oregon-Washington Railroad & Navigation Company, its lessee Union Pacific Railroad Company, and Bunge Corporation.

2. Industry Track Contract (Audit No. 125926) dated January 10, 1977 between the Oregon-Washington Railroad & Navigation Company, its lessee Union Pacific Railroad Company and Bunge Corporation.

3. Supplemental Agreement dated October 19, 1983 (Audit No. 135193) to Industry Spur Track Agreement dated April 14, 1983 between the Oregon-Washington Railroad & Navigation Company, its lessee Union Pacific Railroad Company, and Bunge Corporation. (Copy of original Industry Spur Track Agreement not attached.)

EXHIBIT B

Legal Description

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of North River Street, said point being South 50°58'41" East a distance of 235.49 feet from the East corner of River Lot 19, Albina, as conveyed to Dillingham Corporation, by Deed recorded February 13, 1969 in Book 663 Page 196, Deed Records; thence along said Southwesterly line South 50°58'41" East a distance of 179.04 feet to a point; thence leaving said Southwesterly line of North River Street North 88°46'41" West a distance of 13.54 feet to a point; thence South 59°22'30" West 361.2 feet more or less to a point on the Harbor line; thence along said Harbor line North 34°31'11" West 8.0 feet more or less; thence North 50°14'11" West 268.8 feet more or less to a point on the Southwesterly extension of the Southeasterly line of River Lot 19, Albina; thence leaving said Harbor line North 39°01'19" East along said Southwesterly extension and Southeasterly line a distance of 145.9 feet more or less to a point; thence leaving said Southwesterly extension of the Southeasterly line of River Lot 19, Albina, South 52°19'00" East a distance of 93.00 feet to a point; thence North 58°02'25" East a distance of 22.60 feet to a point; thence South 30°52'05" East a distance of 57.93 feet to a point; thence North 58°44'50" East a distance of 194.39 feet to a point; thence South 50°58'41" East a distance of 15.14 feet to a point; thence North 39°01'19" East a distance of 8.25 feet to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along

the Westerly line of Third Street and the Westerly right of way line of said O.W.R. & N. Co., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

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CARGILL

15407 McGinty Road West
Wayzata, MN 55391-2399
Mail Address: PO Box 9300
Minneapolis, MN 55440-9300

June 28, 1995

Ms. Janet Varley
Legal Department
Bunge Corporation
11720 Borman Drive
P.O. Box 28500
St. Louis, MO 63146

Re: Hold Harmless Agreement

Dear Janet:

As a condition for Bunge Corporation granting permission to Cargill, Incorporated to conduct an inspection of the dock and berth area at Bunge's Portland terminal elevator facility, Cargill agrees that it will hold harmless and indemnify Bunge Corporation from and against any and all liability, loss and expense arising out of the activities conducted by Cargill, its agents or employees at the Bunge Corporation Portland facility in connection with the inspection of Bunge's dock.

Sincerely,

Frank Sims

FS/RJR:na
ci/41134

cc: R. Romsdahl/Law/24

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SERVICES AGREEMENT

This Services Agreement ("Agreement") dated as of June 3, 2002, between **LOUIS DREYFUS CORPORATION** ("LDC"), a Delaware corporation with its principal place of business at 20 Westport Road, Wilton, Connecticut 06897, and **CARGILL, INCORPORATED**, ("Cargill"), a Delaware corporation having an office at 15407 McGinty Road West, Wayzata, Minnesota 55391. Each of LDC and Cargill may be referred to as a "Party" and together as the "Parties".

RECITALS

A. Pursuant to a Limited Liability Company Agreement dated as of December 3, 2001 (the "LLC Agreement"), LDC and Cargill have formed CLD Pacific Grain, LLC ("CLD"), in which they each have a 50 percent ownership interest and, pursuant to Facility Lease Agreements (as defined in the LLC Agreement) dated as of December 3, 2001, Cargill and LDC have leased (or subleased) to CLD certain of their elevator facilities in Oregon, Washington and Idaho (the "PNW Facilities"), which CLD will operate for the purpose of originating, merchandising, storing, drying, handling, cleaning, elevating and transporting grain, primarily wheat and barley, in accordance with as more specifically set forth in the LLC Agreement (the "Business").

B. Pursuant to a Services Agreement between LDC and CLD dated December 3, 2001, LDC provides to CLD certain export forwarding related services.

C. In further consideration of Cargill's purchase of grain for export from CLD for the benefit of CLD, pursuant to and in connection with the LLC Agreement and the Business, Cargill desires LDC, and LDC is willing, to provide to Cargill certain export forwarding related services (as further described below, the "Services").

AGREEMENTS

Cargill and LDC agree as follows:

1. Services. Subject to the terms of this Agreement, LDC shall provide the Services set forth on Exhibit A attached hereto. LDC shall be responsible for obtaining (at its own cost) any licenses, permits or other approvals which may be necessary for LDC or any of its employees to provide the Services. Only those LDC employees whom Cargill has approved in writing may provide the Services, and then only so long as such LDC employees acknowledge and agree to the non-disclosure and non-use provisions set forth in Exhibit C (see Appendix to Non-Disclosure and Intellectual Property Ownership

Provisions). Initially, Cargill approves of LDC employees Kim Aeby, Nancy Thompson, and Dennis Kasubuchi for the provision of Services.

2. Limited Power of Attorney. Cargill shall grant to LDC a limited power of attorney in the form of Exhibit B attached hereto to facilitate the performance of the Services by LDC. Cargill may revoke such limited power of attorney at any time in Cargill's sole discretion.

3. LDC's Standard of Conduct. In providing the Services, LDC shall use commercially reasonable efforts, shall act in good faith, shall act in accordance with normal business practices and shall act in accordance with Cargill's established policies.

4. Relationship Among the Parties. LDC in rendering Services under this Agreement is acting as an independent contractor. As such, LDC shall, at all times, remain the sole employer of the employees providing Services and shall be responsible for the overall control and management of those employees, including evaluation, discipline and termination of those employees. Nothing contained in this Agreement shall be construed as granting LDC or any of its employees any rights to future employment with, or compensation or benefits from, Cargill, or rights under any employee benefit plan of Cargill. LDC shall be responsible for the compensation, benefits, insurance (including workers' compensation), taxes, FICA and expenses (business or otherwise) paid to, or on behalf, of the employees providing Services. Nothing in this Agreement and no actions of the Parties under this Agreement shall be construed such that (a) LDC or the employees providing Services shall be or be deemed to be an employee, servant or agent of Cargill or (b) any partnership, joint venture or agency relationship shall be created or be deemed to be created and neither LDC nor any of the employees providing Services shall represent that it has or is in any such relationship with Cargill. Other than as specifically provided in this Agreement, nothing in this Agreement shall confer on LDC or any of its employees, affiliates, permitted assigns, agents or representatives any authority to obligate or make any contractual commitments whatsoever on behalf of Cargill.

5. Non-Exclusivity. Cargill acknowledges that LDC has other commercial activities and that LDC will allocate its resources between the provision of Services under this Agreement and those other commercial activities according to its best commercial judgment, which in no event shall be less than commercially reasonable judgment. Nothing in this Agreement shall be construed as requiring LDC to devote its resources exclusively to performing Services under this Agreement.

6. Compliance With Laws. Cargill shall use the Services only in accordance with all applicable federal, state and local laws and regulations and the reasonable requirements of LDC. LDC reserves the right to take all actions, including termination of any particular Services, that LDC reasonably believes to be necessary to assure compliance with applicable laws, regulations and tariffs. In performing the Services, LDC shall comply with all applicable federal, state and local laws, rules and regulations, as well as the reasonable requirements of Cargill.

7. Indemnities.

(a) Each of the Parties will hold harmless the other Party and the other Party's affiliates and its directors, officers, partners, employees, servants, agents, and consultants and successors and permitted assigns of any of the foregoing from and against any and all losses, costs, liabilities, claims, demands, actions, suits and proceedings and expenses (including without limitation reasonable attorneys' fees and expenses and any and all expenses incurred in investigating, preparing or defending against any action, claim or proceeding, commenced, threatened or pending) ("Damages") which result from (i) any act or omission by the indemnifying Party or any director, officer, employee, agent, consultant or representative of the indemnifying Party that is outside the scope of or in breach of the terms of this Agreement, and/or (ii) the failure of that indemnifying Party or any director, officer, employee, agent, consultant or representative of the indemnifying Party to perform its obligations under this Agreement, except to the extent that the Damages result from the other Party's negligence, bad faith or willful misconduct. The amount of any claim made by one Party against the other under this Section 7 shall be reduced by the amount of proceeds of any insurance for the benefit of the Party seeking indemnification that is paid on account of the claim for which indemnification is required. The rights and obligations of the Parties under this Section 8(a) will survive the termination of this Agreement.

(b) Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against all liabilities, costs, expenses and damages (collectively, "Loss") incurred by the Indemnified Party arising from the death or personal injury of the Indemnified Party's employees, agents or representatives or damage to the Indemnified Party's property, to the extent that any such Loss is caused by Indemnifying Party's negligent act or omission or willful misconduct.

(c) Any indemnification that is required to be paid by one of the Parties pursuant to Sections 7(a) or 7(b) shall be paid within thirty (30) days after demand for the payment, accompanied by evidence of the computation of the amount demanded, has been given by the other Party, except to the extent of any dispute between the Parties with respect to such indemnification, in which event such indemnification, if any, will be paid within thirty (30) days of resolution of such dispute.

8. Representations, Warranties and Covenants. In addition to any other representations, warranties and covenants in this Agreement, each of the Parties (a) represents and warrants that it has full power, authority and legal right to enter into and perform its obligations under this Agreement, and (b) will:

(i) promptly notify the other Party of all matters that come to its attention that relate to the performance of this Agreement; and

(ii) cause to be executed and delivered such instruments as the other Party reasonably requests in order to give effect to the terms of this Agreement.

CARG002922

Further, LDC represents and warrants the following:

(i) LDC has the capability, experience, and means necessary to perform the Services contemplated by this Agreement. LDC shall perform the Services using appropriate skill and attention. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.

(ii) LDC shall provide the Services with properly trained and informed personnel. LDC shall be solely responsible for the acts and omissions of its employees, permitted affiliates and agents and for any other person performing Services under this Agreement at the direct request of LDC.

9. Right of Supervision and Inspection. In the performance of the Services required by this Agreement, LDC is an independent contractor with full authority to direct and control the performance of the details of the Services. However, the quality of the Services must meet the approval of Cargill and are subject to Cargill's general rights of inspection to ensure satisfactory completion.

10. Nondisclosure. The Nondisclosure Provisions attached as Exhibit C are incorporated into this Agreement as if fully set forth herein.

11. Excuse. If either Party is unable in whole or in part by reason of any cause not reasonably within its control to perform any of its obligations under this Agreement when such performance is due (other than the obligation to pay when due all amounts that are owed to the other, which shall not be excused), then upon that Party's giving notice describing that cause and if that Party uses its commercially reasonable best efforts to remedy the cause of the excuse as promptly as possible (i) that obligation shall be excused, but only to the extent of such inability and during the continuance of such inability, (ii) the Party affected shall be excused from any liability for any failure to perform such obligation to the extent so excused and (iii) the other Party shall be excused from any corresponding obligation to the appropriate extent.

12. Term and Termination.

(a) This Agreement shall remain in effect for a period which is coextensive with the term of the LLC Agreement and shall terminate when the LLC Agreement terminates unless this Agreement is earlier terminated either (i) by written notice given by the nondefaulting Party to the defaulting Party that the defaulting Party has failed to perform its obligations under this Agreement for at least thirty (30) days after notice of that failure to perform was given to the defaulting Party by the nondefaulting Party, (ii) by Cargill on sixty (60) days written notice, or (iii) by LDC on six (6) months written notice.

(b) Upon termination of this Agreement, all of the obligations of each of the Parties under this Agreement shall terminate except the Parties shall remain liable

for any obligation or provision under this Agreement which has accrued prior to termination, and/or which expressly or by implication is intended to survive termination of this Agreement.

(c) The non-disclosure and non-use provisions of Exhibit C shall terminate two (2) years following the termination of this Services Agreement or termination of the Limited Liability Company Agreement between Cargill, Incorporated and LDC, whichever terminates later.

13. Assignment. This Agreement shall inure to the benefit of and be fully binding upon the Parties and their respective successors and permitted assigns. Except as specifically set forth in this Section 13 of this Agreement, neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

14. Claims and Litigation. Each Party shall notify the other Party of any significant claim, demand, right or cause of action asserted, threatened or instituted against either Party which may affect in a material way the performance of this Agreement. Any negotiations or litigation of any such claim, demand, right or cause of action shall be conducted by the Party against which such claim, demand, right or cause of action is asserted, threatened or instituted, with the other Party having the right to be reasonably advised as to the status of and to participate in such negotiations or litigation if its interests under this Agreement are involved. If a Party (the "Indemnitee") desires to settle a claim that has been made against it and for which it may be entitled to indemnification by the other party (the "Indemnitor") under Section 8 ("Indemnification"), then the Indemnitee shall notify the Indemnitor in writing (the "Settlement Notice") of the terms on which the Indemnitee desires to settle the claim (the "Settlement Terms") and that it intends to seek Indemnification. If the Indemnitee provides the Settlement Notice to the Indemnitor, unless the Indemnitor notifies the Indemnitee within fifteen (15) business days after the Indemnitor receives the Settlement Notice that the Indemnitor objects to the making of the settlement on the Settlement Terms, the Indemnitee may settle the claim on the Settlement Terms and shall be entitled to Indemnification in accordance with and subject to the terms of this Agreement. If the Indemnitor notifies the Indemnitee that the Indemnitor objects to the making of the settlement on the Settlement Terms, then the Indemnitor shall assume the defense and pay the entire amount, if any, that is recovered on account of the claim. If the Indemnitor so assumes the defense and is successful in reducing the amount of the claim (whether by litigation or settlement) to an amount that is less than that payable under the Settlement Terms, then the Indemnitee shall reimburse the Indemnitor for the lesser of (i) all legal fees and expenses that were incurred by the Indemnitor in reducing the claim and (ii) the amount of the reduction.

15. Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LDC MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOVEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. In no event shall either Party be liable to the other Party for any indirect (including

without limitation lost profits or loss of business opportunity), incidental, consequential or punitive damages resulting from the Services or from any breach of this Agreement.

16. Notices. All notices and other communications required or permitted to be given under this Agreement or which either Party elects to give, shall be in writing and, except as otherwise specifically provided, shall be either delivered personally or sent by independent courier or express delivery service or by electronic facsimile transmission to the other Party at the address indicated below (or to such other address as the Party designates for itself by notice given in accordance with this Section 16). All notices shall be deemed given (a) upon delivery, if personally delivered or (b) three (3) days after being dispatched with the independent courier or express delivery service or (c) upon the effective sending of an electronic facsimile transmission.

If to Cargill, Incorporated:

Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: Andy Augustine
Facsimile No: (952) 742-4022

If to Louis Dreyfus Corporation:

Louis Dreyfus Corporation
20 Westport Road
Wilton, Connecticut 06897
Attention: Kevin Kaufman
Facsimile No: (203) 761-4631

17. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

18. Governing Law. This Agreement shall be governed by and construed, and performance thereof shall be determined, in accordance with the laws of the State of Oregon, without giving effect to the conflicts of law provisions thereof.

19. Dispute Resolution. All disputes arising under this Lease will be resolved by the parties through the dispute resolution procedures described on Exhibit D attached hereto and incorporated herein by this reference.

20. Records and Reports. LDC will maintain the records relating to the Services separate from the records that it otherwise maintains, and shall maintain the records relating to Cargill and the Services in strictest confidence, and in accordance with

the Nondisclosure Provisions attached as Exhibit B. LDC will provide Cargill with such reports and information concerning the Services which Cargill reasonably requests.

21. Antitrust Compliance. LDC shall fully abide by all relevant antitrust laws, rules and regulations which may govern the provision of Services and LDC's relationship with Cargill under this Agreement.

22. Further Assurances. Each Party agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law or reasonably requested by the other Party to carry out and effect the intent and purpose of this Agreement.

23. Nonwaiver. The failure or delay of a Party to insist upon strict performance of any of the provisions of this Agreement, to exercise any rights or remedies provided under this Agreement or by law, or to notify the other Party in the event of breach or default under this Agreement, shall not release or relieve such other Party from any of its obligations under this Agreement and shall not be deemed a waiver of any right to insist upon strict performance of this Agreement or any of the rights or remedies under this Agreement, nor shall any purported modification or rescission of this Agreement operate as a waiver of any of the provisions of this Agreement.

24. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective permitted successor and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

25. Entire Agreement; Amendment. This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement or representation by or between the Parties, and (b) may be amended only by an instrument in writing executed by both of the Parties.

26. Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall constitute one original agreement.

[Remainder of page intentionally left blank.]

CARG002926

IN WITNESS WHEREOF, Cargill and LDC each has caused this Agreement to be executed by its duly authorized officer.

CARGILL, INCORPORATED

By: Bill Hale
Name: Bill Hale
Title: Senior Vice President

LOUIS DREYFUS CORPORATION

By: [signature]
Name: Kevin Kaufman
Title: S. V. P.

CARG002927

EXHIBIT A

SCHEDULE OF SERVICES

Description of Services. LDC shall perform the following Services for Cargill:

I. Forwarding Services

(a) Upon Cargill's request, LDC shall prepare and process bills of lading for Cargill and Cargill's affiliates;

(b) In accordance with the authority granted to LDC under the Limited Power of Attorney in the form of the attached Exhibit B, upon Cargill's request, LDC shall endorse order bills of lading when issued showing Cargill or its affiliate as shipper;

(c) In accordance with the authority granted to LDC under the Limited Power of Attorney in the form of the attached Exhibit B, upon Cargill's request, LDC shall issue and/or sign, on behalf of Cargill and Cargill's affiliates as shippers, certificates of origin covering the goods shipped.

EXHIBIT B

FORM OF LIMITED POWER OF ATTORNEY

LIMITED POWER OF ATTORNEY

Know all men by these presents, that Cargill, Incorporated, having an office and principal place of business in Wayzata, Minnesota (hereinafter "Cargill") does hereby make, constitute and appoint Louis Dreyfus Corporation (hereinafter "LDC"), a corporation having an office in Portland, Oregon ("LDC"), and acting through its employees Kim Aeby, Nancy Thompson and Dennis Kasubuchi (collectively the "Authorized Employees") as its true and lawful agent and attorney-in-fact, upon the request of Cargill or its affiliates to execute, issue and/or deliver in Cargill's name, place and stead from this date:

1. Prepare and process bills of lading for Cargill and Cargill's affiliates

2. Endorse order bills of lading issued showing Cargill or its affiliate as shipper

3. Issue and/or sign, on behalf of Cargill and Cargill's affiliates as shippers, certificates of origin covering the goods shipped.

This limited power of attorney is to remain in full force and effect until revocation in writing is duly given by Cargill and received by LDC.

Please contact Meta Sell at (952) 742-6065 if any of the above is unclear.

IN WITNESS WHEREOF, Cargill, Incorporated caused these presents to be sealed and signed by its Senior Vice President.

City of Wayzata, State of Minnesota this 3rd day of June, 2002.

Cargill, Incorporated
Grain & Oilseed Supply Chain N.A.

By: Bill Hale
Name: Bill Hale
Title: Senior Vice President

State of Minnesota
County of Hennepin
Subscribed and sworn to before me this 3rd day of June, 2002.

Julie A. Daleiden
Notary Public

JULIE A. DALEIDEN
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

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APPENDIX TO NON-DISCLOSURE AND INTELLECTUAL PROPERTY OWNERSHIP PROVISIONS

EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, hereby acknowledge that I have received and read the Services Agreement, and in particular the Non-disclosure and Intellectual Property Ownership Provisions of the Services Agreement, dated June ___, 2002 by and between Cargill, Incorporated and Louis Dreyfus Corporation ("LDC"), and that I understand all of the provisions thereof. I further acknowledge that I may receive Confidential Information (as defined in the Non-disclosure Provisions), and my receipt of that Confidential Information is conditioned upon my execution of this Acknowledgement and Agreement. By signing below, I agree to abide by the terms of the Services Agreement, including without limitation the terms of the Non-disclosure and Intellectual Property Ownership Provisions of the Services Agreement.

Date:_____

LOUIS DREYFUS CORPORATION

_____
Signature

_____
Print Name

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SERVICES AGREEMENT

This Services Agreement ("Agreement") dated as of **December 3, 2001**, between **LOUIS DREYFUS CORPORATION** ("Provider"), a **Delaware** corporation having an office at **20 Westport Road, Wilton, Connecticut 06897**, and **CLD PACIFIC GRAIN, LLC** ("CLD"), a Delaware limited liability company having an office at 222 S.W. Columbia, Suite 1133, Portland, Oregon 97201. Each of Provider and CLD may be referred to as a "Party" and together as the "Parties".

RECITALS

A. Pursuant to a Limited Liability Company Agreement dated as of December 3, 2001 (the "LLC Agreement"), Louis Dreyfus Corporation ("LDC") and Cargill, Incorporated ("Cargill") have formed CLD, in which they each have a 50 percent ownership interest and, pursuant to Facility Lease Agreements (as defined in the LLC Agreement) dated as of December 3, 2001, Cargill and LDC have leased (or subleased) to CLD certain of their elevator facilities in Oregon, Washington and Idaho (the "PNW Facilities"), which CLD will operate for the purpose of originating, merchandising, storing, drying, handling, cleaning, elevating and transporting grain, primarily wheat and barley, in accordance with as as more specifically set forth in the LLC Agreement (the "Business").

B. CLD wishes Provider, and Provider is willing, to provide to CLD certain administrative, support and other services (as further described below, the "Services") in connection with the operation of CLD and the Business.

AGREEMENTS

CLD and Provider agree as follows:

1. Services.

(a) Subject to the terms of this Agreement, Provider shall provide the Services set forth on each Schedule of Services, the form of which is attached as Exhibit A. Each Schedule of Services shall describe the Services to be provided by Provider and shall make reference to this Agreement. A Schedule of Services shall be binding upon the Parties only upon having been executed by both Parties. Each Schedule of Services executed by the Parties shall be governed by this Agreement. Any conflict between the terms of this Agreement and the terms set forth in a Schedule of Services shall be resolved in favor of the terms set forth in the Schedule of Services.

(b) With CLD's consent, which may not be unreasonably withheld, Provider may enter into arrangements with any of Provider's affiliates for the performance of the Services to be provided by Provider under this Agreement. The Services shall be provided to CLD at such locations as may be mutually determined by the Parties. Provider shall be responsible for obtaining (at its own cost) any licenses, permits or other approvals which may be necessary for Provider or any of its employees or affiliates to provide the Services.

2. Provider's Standard of Conduct. In providing the Services, Provider shall use commercially reasonable efforts, shall act in good faith, shall act in accordance with normal business practices and shall act in accordance with CLD's established policies.

3. Compensation for Services. Provider shall be compensated for the Services provided to CLD under this Agreement as set forth in each Schedule of Services. Provider shall be free to increase or decrease the number of its employees and otherwise to incur expenses as it deems necessary in providing the Services and in accordance with the standard set forth in Section 2 of this Agreement; provided, however, that any such action by Provider shall not increase the fees for Services unles mutually agreed by the Parties.

4 Payment for Services. Except as may otherwise be provided in each Schedule of Services, as soon as practicable at the end of each month Provider shall submit invoices for Services rendered to CLD during that month including, when required, all sales, use, excise or similar taxes which may be applicable to the Services. All invoices shall describe in reasonable detail the Services provided during the month and shall be due and payable twenty (20) days after the date of issue. CLD shall pay all undisputed amounts on each invoice, but shall be entitled to withhold payment of any amount in dispute and shall promptly notify Provider of the dispute. CLD shall promptly provide Provider with records relating to the disputed amount so as to enable the Parties to resolve the dispute and, to the extent Provider is entitled to any amounts withheld by CLD as determined by the resolution of any such dispute, the withheld amount shall be due and payable on the last day of the month in which the dispute is resolved together with interest calculated from the original due date. CLD shall pay interest on all overdue amounts at a floating rate that is equal to the lower of (i) two percent above the base rate on corporate loans at U.S. money center commercial banks as reported in *The Wall Street Journal* and (ii) the highest lawful rate.

5. Relationship Among the Parties. Provider in rendering Services under this Agreement is acting as an independent contractor. As such, Provider or, if applicable, its affiliates, shall, at all times, remain the sole employer of the employees providing Services and shall be responsible for the overall control and management of those employees, including evaluation, discipline and termination of those employees. Nothing contained in this Agreement shall be construed as granting Provider or any of its employees any rights to future employment with, or compensation or benefits from, CLD, or rights under any employee benefit plan of CLD. Provider shall be responsible for the compensation, benefits, insurance (including workers' compensation), taxes,

FICA and expenses (business or otherwise) paid to, or on behalf, of the employees providing Services. Nothing in this Agreement and no actions of the Parties under this Agreement shall be construed such that (a) Provider or the employees or affiliates providing Services shall be or be deemed to be an employee, servant or agent of CLD or (b) any partnership, joint venture or agency relationship shall be created or be deemed to be created and neither CLD nor any of the employees or affiliates providing Services shall represent that it has or is in any such relationship with CLD. Other than as specifically provided in this Agreement, nothing in this Agreement shall confer on Provider or any of its employees, affiliates, agents or representatives any authority to obligate or make any contractual commitments whatsoever on behalf of CLD.

6. Non-Exclusivity. CLD acknowledges that Provider has other commercial activities and that Provider will allocate its resources between the provision of Services under this Agreement and those other commercial activities according to its best commercial judgment, which in no event shall be less than commercially reasonable judgment. Nothing in this Agreement shall be construed as requiring Provider to devote its resources exclusively to performing Services under this Agreement.

7. Compliance With Laws. CLD shall use the Services only in accordance with all applicable federal, state and local laws and regulations and the reasonable requirements of Provider. Provider reserves the right to take all actions, including termination of any particular Services, that Provider reasonably believes to be necessary to assure compliance with applicable laws, regulations and tariffs. In performing the Services, Provider shall comply with all applicable federal, state and local laws, rules and regulations, as well as the reasonable requirements of CLD.

8. Indemnities.

(a) Each of the Parties will hold harmless the other Party and the other Party's affiliates and its directors, officers, partners, employees, servants, agents, and consultants and successors and permitted assigns of any of the foregoing from and against any and all losses, costs, liabilities, claims, demands, actions, suits and proceedings and expenses (including without limitation reasonable attorneys' fees and expenses and any and all expenses incurred in investigating, preparing or defending against any action, claim or proceeding, commenced, threatened or pending) ("Damages") which result from (i) any act or omission by the indemnifying Party (or with respect to Provider, any act or omission of Provider's affiliates) or any director, officer, employee, agent, consultant or representative of the indemnifying Party (or with respect to Provider, of its affiliates) that is outside the scope of or in breach of the terms of this Agreement, and/or (ii) the failure of that indemnifying Party (or with respect to Provider, the failure by Provider's affiliates) or any director, officer, employee, agent, consultant or representative of the indemnifying Party (or with respect ot Provider, of its affiliates) to perform its obligations under this Agreement, except to the extent that the Damages result from the other Party's negligence, bad faith or willful misconduct. The amount of any claim made by one Party against the other under this Section 8 shall be reduced by the amount of proceeds of any insurance for the benefit of the Party seeking indemnification that is paid on account of the claim for which indemnification is required. The rights and

obligations of the Parties under this Section 8(a) will survive the termination of this Agreement.

(b) Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against all liabilities, costs, expenses and damages (collectively, "Loss") incurred by the Indemnified Party arising from the death or personal injury of the Indemnified Party's employees, agents or representatives or damage to the Indemnified Party's property, to the extent that any such Loss is caused by Indemnifying Party's negligent act or omission or willful misconduct.

(c) Any indemnification that is required to be paid by one of the Parties pursuant to Sections 8(a) or 8(b) shall be paid within thirty (30) days after demand for the payment, accompanied by evidence of the computation of the amount demanded, has been given by the other Party, except to the extent of any dispute between the Parties with respect to such indemnification, in which event such indemnification, if any, will be paid within thirty (30) days of resolution of such dispute.

9. Representations, Warranties and Covenants. In addition to any other representations, warranties and covenants in this Agreement, each of the Parties (a) represents and warrants that it has full power, authority and legal right to enter into and perform its obligations under this Agreement, and (b) will:

(i) promptly notify the other Party of all matters that come to its attention that relate to the performance of this Agreement; and

(ii) cause to be executed and delivered such instruments as the other Party reasonably requests in order to give effect to the terms of this Agreement.

Further, Provider represents and warrants the following:

(i) Provider has the capability, experience, and means necessary to perform the Services contemplated by this Agreement. Provider shall perform the Services using appropriate skill and attention. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.

(ii) Provider shall provide the Services with properly trained and informed personnel. Provider shall be solely responsible for the acts and omissions of its employees, permitted affiliates and agents and for any other person performing Services under this Agreement at the direct request of Provider.

10. Right of Supervision and Inspection. In the performance of the Services required by this Agreement, Provider is an independent contractor with full authority to direct and control the performance of the details of the Services. However, the quality of the Services must meet the approval of CLD and are subject to CLD's general rights of inspection to ensure satisfactory completion.

11. Nondisclosure. The Nondisclosure Provisions attached as Exhibit B are incorporated into this Agreement as if fully set forth herein.

12. Excuse.

If either Party is unable in whole or in part by reason of any cause not reasonably within its control to perform any of its obligations under this Agreement when such performance is due (other than the obligation to pay when due all amounts that are owed to the other, which shall not be excused), then upon that Party's giving notice describing that cause and if that Party uses its commercially reasonable best efforts to remedy the cause of the excuse as promptly as possible (i) that obligation shall be excused, but only to the extent of such inability and during the continuance of such inability, (ii) the Party affected shall be excused from any liability for any failure to perform such obligation to the extent so excused and (iii) the other Party shall be excused from any corresponding obligation to the appropriate extent.

13. Term and Termination.

(a) This Agreement shall remain in effect for a period which is coextensive with the term of the LLC Agreement and shall terminate when the LLC Agreement terminates unless this Agreement is earlier terminated either (i) by written notice given by the nondefaulting Party to the defaulting Party that the defaulting Party has failed to perform its obligations under this Agreement for at least thirty (30) days after notice of that failure to perform was given to the defaulting Party by the nondefaulting Party, (ii) by CLD on sixty (60) days written notice, or (iii) by Provider on six (6) months written notice.

(b) Upon termination of this Agreement, all of the obligations of each of the Parties under this Agreement shall terminate except (i) the Parties shall remain liable for any obligation or provision under this Agreement which has accrued prior to termination, and/or which expressly or by implication is intended to survive termination of this Agreement and (ii) each Party shall remain liable for the obligation to pay when due all amounts owed to the other.

14. Assignment. This Agreement shall inure to the benefit of and be fully binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

15. Claims and Litigation. Each Party shall notify the other Party of any significant claim, demand, right or cause of action asserted, threatened or instituted against either Party which may affect in a material way the performance of this Agreement. Any negotiations or litigation of any such claim, demand, right or cause of action shall be conducted by the Party against which such claim, demand, right or cause of action is asserted, threatened or instituted, with the other Party having the right to be reasonably advised as to the status of and to participate in such negotiations or litigation

if its interests under this Agreement are involved. If a Party (the "Indemnitee") desires to settle a claim that has been made against it and for which it may be entitled to indemnification by the other party (the "Indemnitor") under Section 8 ("Indemnification"), then the Indemnitee shall notify the Indemnitor in writing (the "Settlement Notice") of the terms on which the Indemnitee desires to settle the claim (the "Settlement Terms") and that it intends to seek Indemnification. If the Indemnitee provides the Settlement Notice to the Indemnitor, unless the Indemnitor notifies the Indemnitee within fifteen (15) business days after the Indemnitor receives the Settlement Notice that the Indemnitor objects to the making of the settlement on the Settlement Terms, the Indemnitee may settle the claim on the Settlement Terms and shall be entitled to Indemnification in accordance with and subject to the terms of this Agreement. If the Indemnitor notifies the Indemnitee that the Indemnitor objects to the making of the settlement on the Settlement Terms, then the Indemnitor shall assume the defense and pay the entire amount, if any, that is recovered on account of the claim. If the Indemnitor so assumes the defense and is successful in reducing the amount of the claim (whether by litigation or settlement) to an amount that is less than that payable under the Settlement Terms, then the Indemnitee shall reimburse the Indemnitor for the lesser of (i) all legal fees and expenses that were incurred by the Indemnitor in reducing the claim and (ii) the amount of the reduction.

16. Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOVEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. In no event shall either Party be liable to the other Party for any indirect (including without limitation lost profits or loss of business opportunity), incidental, consequential or punitive damages resulting from the Services or from any breach of this Agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement or which either Party elects to give, shall be in writing and, except as otherwise specifically provided, shall be either delivered personally or sent by independent courier or express delivery service or by electronic facsimile transmission to the other Party at the address indicated below (or to such other address as the Party designates for itself by notice given in accordance with this Section 16). All notices shall be deemed given (a) upon delivery, if personally delivered or (b) three (3) days after being dispatched with the independent courier or express delivery service or (c) upon the effective sending of an electronic facsimile transmission.

If to Provider:

Louis Dreyfus Corporation
20 Westport Road
Wilton, CT 06897
Attention: Kevin Kaufman
Fax: (203) 761-4631

If to CLD:

CLD Pacific Grain, LLC
Suite 1133
222 S.W. Columbia
Portland, Oregon 97201
Attention: Arnie Schaufler
Fax: (503) 243-5079

18. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

19. Governing Law. This Agreement shall be governed by and construed, and performance thereof shall be determined, in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law provisions thereof.

20. Dispute Resolution. All disputes arising under this Lease will be resolved by the parties through the dispute resolution procedures described on Exhibit C attached hereto and incorporated herein by this reference.

21. Records and Reports. Provider will maintain the records relating to the Services separate from the records that it otherwise maintains, and shall maintain the records relating to CLD and the Services in strictest confidence, and in accordance with the Nondisclosure Provisions attached as Exhibit B. Provider will provide CLD with such reports and information concerning the Services which CLD reasonably requests.

22. Antitrust Compliance. CLD and Provider shall fully abide by all relevant antitrust laws, rules and regulations which may govern the operation of CLD and CLD's relationship with Provider under this Agreement. CLD and Provider shall establish an antitrust training program to ensure that their employees are made aware of relevant antitrust laws. In addition, CLD and Provider will implement operating principles and/or communication guidelines related to the provision of Services designed to comply with all relevant antitrust laws, rules and regulations.

23. Further Assurances. Each Party agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law or reasonably requested by the other Party to carry out and effect the intent and purpose of this Agreement.

24. Nonwaiver. The failure or delay of a Party to insist upon strict performance of any of the provisions of this Agreement, to exercise any rights or remedies provided under this Agreement or by law, or to notify the other Party in the

event of breach or default under this Agreement, shall not release or relieve such other Party from any of its obligations under this Agreement and shall not be deemed a waiver of any right to insist upon strict performance of this Agreement or any of the rights or remedies under this Agreement, nor shall any purported modification or rescission of this Agreement operate as a waiver of any of the provisions of this Agreement.

25. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective permitted successor and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

26. Entire Agreement; Amendment. This Agreement (a) constitutes the entire agreement between the parties with respect to the the subject matter hereof and supersedes any prior oral or written agreement or representation by or between the Parties, and (b) may be amended only by an instrument in writing executed by both of the Parties.

27. Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall constitute one original agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, CLD and Provider each has caused this Agreement to be executed by its duly authorized officer.

LOUIS DREYFUS CORPORATION

By: _____
Name: _____
Title: _____

CLD PACIFIC GRAIN, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF SCHEDULE OF SERVICES

Date:_____

This SCHEDULE OF SERVICES is issued pursuant to the Services Agreement dated as of _____ between **CLD PACIFIC GRAIN, LLC** ("CLD") and _____ ("Provider") which is hereby incorporated into this Schedule of Services by reference.

I. Description of Services. Provider shall perform the following Services for CLD:

II. Compensation.

III. Special Provisions.

CLD PACIFIC GRAIN, LLC

By: _____

Name: _____

Title: _____

_____

By: _____

Name: _____

Title: _____

EXHIBIT B

NONDISCLOSURE PROVISIONS

These Nondisclosure Provisions are incorporated into and made part of the Services Agreement dated as of _____ ("Services Agreement") by and among **CLD PACIFIC GRAIN, LLC**, having an office at 222 S.W. Columbia, Suite 1133, Portland, Oregon 97201 ("CLD") and _____ ("Provider)(each of CLD and Provider, a "Party," and together the "Parties").

RECITALS

A. Pursuant to the Services Agreement, Provider shall perform certain services for the benefit of CLD.

B. The Parties possess certain information which is not generally available to the public, and which the Parties desire to protect against unrestricted disclosure or competitive use.

C. During the performance of the Services Agreement, certain confidential and/or proprietary information may be disclosed by one Party the other Party, and the Parties desire to maintain the confidentiality of that information.

AGREEMENTS

1. "Confidential Information" shall mean all data and information, whether in oral, written or electronic form or obtained through observation, disclosed to or received by the Receiving Party or its Personnel which has not been publicly disclosed including, without limitation, financial, strategic or business models, pricing methodologies, risk control techniques, physical distribution strategies, prices paid for commodities or obtained from the sale of commodities, futures transactions entered into, financial projections or results, business objectives or plans, corporate strategies, actual or potential business partners or investors, computer programs and codes, trade secrets, processes, know-how, research, technologies, customer secrets, technical and other information owned by or in possession of the Disclosing Party or which is used in the Disclosing Party's business, its manner of operations, its plans or processes. Confidential Information shall also be deemed to mean and include Provider's Assets which Provider will provide for use by, or which Provider will use for the benefit of, CLD during the term of the Services Agreement.

   "Disclosing Party" shall mean the Party who makes Confidential Information available to the other Party pursuant to the terms of these Nondisclosure Provisions or the Services Agreement, and with respect to Provider, includes Provider's permitted affiliates.

"Provider's Assets" shall have the meaning set forth in Section 7.

"Personnel" shall mean any directors, employees, consultants or legal, technical or financial advisors of the Receiving Party or any of its affiliates or successors.

"Receiving Party" shall mean a Party who receives Confidential Information from the Disclosing Party.

2. For as long as the Services Agreement or any successor agreement between CLD and Provider remains in effect and for two years thereafter (the "Term"), the Receiving Party (a) will, and will cause all of its Personnel to (i) keep the Confidential Information in confidence and not disclose any of the Confidential Information in any manner and (ii) use the Confidential Information only in the manner and for the purposes permitted by the Disclosing Party and (b) will give the Confidential Information only to those of its Personnel or other third parties who need to know the contents of the Confidential Information in connection with, or in furtherance of, the purposes for which the Disclosing Party permitted the Confidential Information to be used and who, before the Confidential Information is given to them, are bound by the Receiving Party to comply with these Nondisclosure Provisions, or who have otherwise entered into a nondisclosure agreement with CLD.

3. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a breach of these Nondisclosure Provisions by the Receiving Party or its Personnel, (ii) was in the possession of the Receiving Party or its Personnel prior to the time of disclosure by the Disclosing Party, (iii) is received from a third party without notice to the Receiving Party of any restrictions as to disclosure or (iv) is independently developed by the Receiving Party without use or benefit of the Confidential Information.

4. The Receiving Party may disclose Confidential Information in response to a subpoena or process from a judicial, governmental or regulatory authority or in order to comply with a government statute, rule or regulation, provided that, to the extent not prohibited by law, the Receiving Party promptly notifies the Disclosing Party of such disclosure requirement so that the Disclosing Party may seek a protective order and the Receiving Party makes such disclosure to the least extent required by the applicable subpoena, process or government statute, rule or regulation.

5. All Confidential Information shall remain the property of the Disclosing Party, and no license or right is granted hereby to the Receiving Party by implication or otherwise with respect to or under any patent application, patent, claims of patent or proprietary rights of the Disclosing Party with respect to the Confidential Information. At the request of the Disclosing Party the Receiving Party shall return to the Disclosing Party, or destroy (and provide satisfactory evidence of such destruction to the Disclosing Party), all documents or information, in

whatever form, which is or may be deemed Confidential Information, or which embodies Confidential Information, still in its possession given to it by the Disclosing Party pursuant to the terms of these Nondisclosure Provisions. The Receiving Party may keep one copy of any document or electronic file containing Confidential Information in the files of its legal department for record purposes only.

6. During the term of the Services Agreement, the Parties may desire that Provider provide CLD with information about, access to, or the use of, certain assets (including but not limited to business processes and techniques, software and inventions) in which Provider has legally protectable rights ("Provider Assets"). Provider Assets shall not include any assets created with the use or benefit of CLD's Confidential Information. Any Provider Assets which Provider and CLD desire to be used by or on behalf of CLD shall be licensed or assigned to CLD in a separate agreement mutually satisfactory to Provider and CLD.

7. The following restrictions shall apply to all of the Invention Ideas (as defined in Paragraph 7(b)):

   (a) All of the Invention Ideas and related work product prepared by Provider or its employees or affiliates (the "Inventors") during the term of the Services Agreement and pursuant to the terms of these Nondisclosure Provisions shall belong exclusively to CLD upon creation and, to the extent permitted by applicable law, shall be deemed to be "works made for hire" and owned by CLD. To the extent that any portion of any Invention Ideas or related work product were not or is not considered a "work made for hire" or was not previously assigned by the Inventors to CLD, or to the extent that any such Invention Ideas or related work product do not belong to CLD upon creation, the Inventors hereby irrevocably and absolutely assign, set over and grant to CLD, its successors and assigns, in perpetuity, all rights, title and interest in and to such Invention Ideas or related work product (whether or not patentable), *nunc pro tunc*, including, but not limited to: the sole and exclusive right to exploit, revise and use such Invention Ideas or related work product in any form of medium, expression, or technology now known or hereafter known or developed; all patents, copyrights, registrations and similar protection with respect to such Invention Ideas or related work product, including all renewals and extensions thereof, all of which the Inventors hereby represent are and shall at all times be the sole and exclusive property of CLD, free from any adverse claims or rights therein by any third party; and the right to make any and all additional contracts, agreements and arrangements (including, but not limited to, all licenses and assignments) with respect to such Invention Ideas or related work product, all rights in and to such Invention Ideas or related work product, and any and all decisions affecting such Invention Ideas or related work product. The Inventors agree to give to CLD or its designees (at the expense of CLD) all assistance reasonably

required to perfect such rights, including executing all documents that may be necessary to effect the same.

(b) As used in this paragraph 7, the term "Invention Ideas" means any and all ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulas, discoveries, patents, copyrights, and all improvements, rights, and claims related to the foregoing that are conceived, developed, or reduced to practice by the Inventors, alone or with others, in connection with the Services Agreement; provided, however, that Invention Ideas shall not include any of the foregoing which are Provider Assets.

(c) Provider shall procure from the relevant employees and affiliates providing services to CLD under the Services Agreement their acknowledgment and agreement to this Paragraph 7.

8. (a) No license or right is granted to Provider, its employees or affiliates, either expressly or by implication, by law or in equity, to publish, reproduce, prepare derivative works based upon, distribute copies of, or publicly display, CLD' Confidential Information or any Invention Ideas or related work product developed during the term of the Services Agreement.

(b) No license or right is granted to CLD, either expressly or by implication, by law or in equity, to publish, reproduce, prepare derivative works based upon, distribute copies of, or publicly display, Provider's Confidential Information.

9. In the event that the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party other than as provided for in these Nondisclosure Provisions, such disclosure, dissemination or release will be deemed a material breach of these Nondisclosure Provisions and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. The Receiving Party acknowledges that the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Disclosing Party for which money damages may not be adequate, the degree of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Disclosing Party will have the right to seek an immediate injunction enjoining any breach, or threatened breach, of these Nondisclosure Provisions, without the requirement of posting a bond, as well as the right to pursue any and all other rights at law or equity.

APPENDIX TO NONDISCLOSURE PROVISIONS

EMPLOYEE AND AFFILIATE
ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, hereby acknowledge that I have received and read the Nondisclosure Provisions of the Services Agreement dated _____ between _____ and CLD Pacific Grain, LLC ("CLD"), and that I understand all of the provisions thereof, including without limitation Paragraph 7. I further acknowledge that CLD may provide me with Confidential Information (as defined in the Nondisclosure Provisions), and my receipt of that Confidential Information is conditioned upon my execution of this Acknowledgement and Agreement. By signing below, I agree to abide by the terms of the Services Agreement, including without limitation Paragraph 7.

Date:_____

_____
Company

_____
Signature

_____
Print Name

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LIMITED LIABILITY COMPANY AGREEMENT BETWEEN CARGILL, INCORPORATED AND LOUIS DREYFUS CORPORATION

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is made and entered into on this 3rd day of December, 2001 (the "Effective Date") by and between **Louis Dreyfus Corporation**, a Delaware corporation with its principal place of business in Wilton, Connecticut ("LDC") and **Cargill, Incorporated**, a Delaware corporation with its principal place of business in Wayzata, Minnesota ("Cargill"), each individually referred to as a "Member" and collectively referred to as "Members".

WHEREAS, the Members have caused CLD Pacific Grain, LLC (the "Company") to be formed as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. Section 8-101, et seq. and as required thereunder, do hereby adopt this Agreement as the operating agreement of the Company; and

WHEREAS, the Members believe that by forming the Company, which shall engage in the Business Purpose as defined hereinbelow, the Company, among other things, may achieve greater operational efficiencies, may expand and deliver greater service to more customers, and may experience reduced costs through enhanced logistics and freight management;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Terms Defined Herein.** As used herein, the following terms shall have the following meanings, unless the context otherwise specifies:

"AAA" has the meaning set forth in Section 11.2.

"Accountant" shall have the meaning set forth in Section 5.9(l).

"Act" means the Delaware Limited Liability Company Act, 6 Del. C. Section 8-101, et seq., as amended from time to time.

"Additional Contribution" shall have the meaning set forth in Section 3.2.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (i) increased for any amounts such Member is unconditionally obligated to restore and the amount of such Member's share of Company Minimum Gain and Member Minimum Gain after taking into account any changes during such year; and (ii) reduced by the items described in Treasury Regulation §1.704-1(b)(2)(ii)(d) (4), (5) and (6).

"Affiliate" means, with respect to any Member, any Person that directly controls, is controlled by or is under common control with that Member. As used in this definition, the term "control" means the possession of the power to direct or cause the direction of the management and policies of a Person

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through the ownership of over 50% of the outstanding capital stock or other equity interest having ordinary voting power.

"Available Cash" means that portion of the aggregate amount of cash on hand or in bank, money market or similar accounts of the Company at any given time derived from any source and which the Board of Managers determine is available for distribution after taking in account amounts required or appropriate to maintain a reasonable amount of working capital and reserves for outstanding obligations and anticipated future expenditures of the Company.

"Bankruptcy" with respect to any Person, means the entry of an order for relief against such Person under the Federal Bankruptcy Code.

"Board of Managers" shall have the meaning set forth in Section 5.1.

"Business" means the Company's business conducted in accordance with the Business Purpose.

"Business Plan" has the meaning set forth in Section 2.8.

"Business Purpose" means to lease (or sublease as applicable) and operate the Facilities for the purpose of originating, merchandising, storing, drying, handling, cleaning, elevating, transporting and selling grain, primarily wheat and barley ("Grain"). Specifically, the Business Purpose shall include the following activities which are ancillary to the operation of the Facilities: (a) originating U.S. Grain from third parties in the U.S. (via rail, barge and/or truck), (b) selling U.S. Grain to third parties in the U.S. (via rail, barge and/or truck), (c) purchasing wheat and barley from third parties in the Pacific Northwest Region for resale to either of the Members on a FOB basis for ocean carriage, and (d) selling Grain on a FOB basis to either of the Members for ocean carriage. The Business Purpose shall exclude selling Grain on a CIF or C&F basis for ocean carriage, and selling Grain on a FOB basis to third parties for ocean carriage, except in those cases where both Members independently do not exercise their Right of First Refusal under this Agreement.

"Capital Account" means the separate account established and maintained for each Member by the Company pursuant to Section 3.3.

"Cargill's Facilities" means Cargill's grain elevator facilities located in Portland (Terminal 4 and Irving), The Dalles, Arlington and Boardman, Oregon; Burbank and Pasco, Washington; and Lewiston, Idaho.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor Internal Revenue Code.

"Columbia River District" means and includes the counties bordering on the Columbia, Snake, Kalama and Willamette Rivers in the States of Oregon, Washington and Idaho.

"Company" means CLD Pacific Grain, LLC, a Delaware limited liability company.

"Company Minimum Gain" shall have the same meaning as partnership minimum gain set forth in Treasury Regulations §§ 1.704-2(b)(2) and 1.704-2(d).

"Confidential Information" has the meaning set forth in Section 10.1.

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"Credits" means all credits allowed by the Code with respect to activities of the Company or the Property.

"Deficiency" has the meaning set forth in Section 6.5(a).

"Deficiency Related Losses" has the meaning set forth in Section 6.5(a).

"Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that (a) if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes and such difference is being eliminated by use of the "remedial allocation method" defined by Treasury Regulations §1.704-3(d), Depreciation for such Fiscal Year shall be the amount of basis recovered for such fiscal year under the rules prescribed by Treasury Regulations §1.704-3(d)(2), and (b) in any other case in which the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax deduction, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; and provided, further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

"Disclosing Party" has the meaning set forth in Section 10.1.

"Dispute" shall have the meaning set forth in Section 11.1.

"Effective Date" shall mean the date set forth in the preamble of this Agreement.

"Effective Rate" shall have the meaning set forth in Section 3.5.

"Election Notice" has the meaning set forth in Section 9.1(c).

"Election to Terminate" has the meaning set forth in Section 9.1(c).

"Event of Default" has the meaning set forth in Section 9.1(b).

"Facilities" means, collectively, Cargill's Facilities and LDC's Facilities.

"Facility Lease Agreements" shall have the meaning set forth in Section 2.4.

"Fair Value" of an asset means its fair market value.

"Fiscal Year" shall mean the Company's Fiscal Year, designated in accordance with Section 7.1

"GAAP" has the meaning set forth in Section 7.3.

"General Manager" means the individual employed by the Company holding the position of General Manager in accordance with Section 6.3.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

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(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the Fair Value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Members, as of, among other times, the following: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis contribution of money or other property; (ii) the distribution by the Company of more than a de minimis amount of money or other property to a Member as a consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulations §1.704-1(b)(2)(ii)(g) (other than a liquidation pursuant to Code Section 708(b)(1)(B));

(3) The Gross Asset Value of any Company asset distributed to any Member shall be the Fair Value of such asset on the date of distribution, as determined by the Members; and

(4) The Gross Asset Value of any Company assets may be increased (or decreased) by the Members to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m) and Section 4.5(h) hereof.

If the Gross Asset Value of an asset has been determined or adjusted hereunder, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Income and Losses.

"Income" and "Loss" means, respectively, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), except that for this purpose (i) all items of income, gain, deduction or loss required to be separately stated by Code Section 703(a)(1) shall be included in taxable income or loss; (ii) tax exempt income shall be added to taxable income or loss; (iii) any expenditures described in Code Section 705(a)(2)(B) (or otherwise treated in a similar manner) and not otherwise taken into account in computing taxable income or loss shall be subtracted; (iv) in the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (2) or (3) of the definition of Gross Asset Value hereunder, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Income or Losses; (v) income or loss resulting from any disposition of a Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; (vi) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period computed in accordance with the definition of Depreciation contained herein; (vii) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 734(b) or 743(b) is required by Treasure Regulations §1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Income or Losses, and (viii) taxable income or loss shall be adjusted to eliminate the impact of any item of income or loss specifically allocated in Article IV.

"Indemnified Parties" has the meaning set forth in Section 6.5(b).

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"Indemnified Party" has the meaning set forth in Section 6.5(d).

"Indemnifying Party" has the meaning set forth in Section 6.5(d).

"Interest" refers to all of a Member's right and interest in the Company in its capacity as a Member.

"Intellectual Property" has the meaning set forth in Section 10.4.

"Law" means any federal, state, or local law, rule, regulation or ordinance.

"LDC's Facilities" means LDC's grain elevator facilities located in Portland (LDC Dock and Elevator), Oregon; and Kahlotus (Windust), Washington.

"Liquidation Proceeds" shall have the meaning set forth in Section 9.2.

"Losses" has the meaning set forth in Section 6.5(a).

"Majority" means a combination of votes of one or more Managers constituting more than 50%, with each Manager having one (1) vote.

"Managers" means the Person or Persons designated as Managers of the Company in the Certificate of Formation or those Persons subsequently chosen as the Managers of the Company from time to time pursuant to Article V.

"Members" means those Persons who are members of the Company from time to time, including any Substitute Members. The initial Members of the Company shall be those Persons listed in the preamble of this Agreement.

"Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations §1.704-2(i)(3).

"Member Nonrecourse Debt" shall have the same meaning as partner nonrecourse debt set forth in Treasury Regulations §1.704-2(b)(4).

"Member Nonrecourse Deductions" shall have the same meaning as partner nonrecourse deductions set forth in Treasury Regulations §1.704-2(i)(2). Generally, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of the Member Minimum Gain attributable to such Member Nonrecourse Debt during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent distributions are from proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Minimum Gain determined in accordance with Treasury Regulations §1.704-2(i).

"Nonrecourse Deduction" shall have the same meaning as nonrecourse deductions set forth in Treasury Regulations §§ 1.704-2(b)(1) and 1.704-2(c). Generally, the amount of Nonrecourse Deductions for a Fiscal Year equals the excess, if any, of any increase, if any, in the amount of Company Minimum Gain during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year of

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proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Treasury Regulations §1.704-2(c) and (h).

"Nonrecourse Liability" means a Company liability with respect to which no Member bears the economic risk of loss as determined under Treasury Regulations §§ 1.752-1(a)(2) and 1.752-2.

"Offer" has the meaning set forth in Section 8.2(a).

"Other Member" has the meaning set forth in Section 8.2(a).

"Pacific Northwest Region" means and includes the Columbia River District and the Puget Sound District.

"Percentage Interest" means, with respect to any Member, such Member's Percentage Interest in the Company, including such Member's percentage of the net income, gain, loss, deduction and credits of the Company. The Percentage Interest for each Member, prior to any adjustments thereto required by the provisions of this Agreement, shall be as follows:

CARGILL, INCORPORATED	50%
LOUIS DREYFUS CORPORATION	50%

Unless otherwise expressly set forth in this Agreement, no changes shall be made to the Members' Percentage Interests set forth above without the unanimous written consent of the Members.

"Person" means any individual, partnership, corporation, cooperative, trust or other entity.

"Property" means all properties and assets that the Company may own or otherwise have an interest in from time to time.

"Puget Sound District" means and includes the Port of Tacoma, Washington and the Port of Seattle, Washington.

"Quorum" has the meaning set forth in Section 5.4(b).

"Receiving Party" has the meaning set forth in Section 10.1

"Related Party Transactions" has the meaning set forth in Section 13.1.

"Revaluation" has the meaning set forth in Section 4.5(a).

"Right of First Refusal" means (a) with respect to a Member, each Member's right to match the terms and conditions of any third party to purchase Grain from the Company on a FOB basis for ocean carriage and (b) with respect to the Company, the Company's right to match the terms and conditions of any third party in the Pacific Northwest Region to sell wheat or barley to either Member on a FOB basis for ocean carriage. Based on the Company's experience with each of the Members, the Company may use reasonable discretion in determining whether or under which circumstances the Company must contact formally the Members to establish whether such Member would exercise its right of first refusal. Based on each Member's experience with the Company, each Member may use reasonable discretion in determining whether or under which circumstances that Member must contact formally the Company to establish whether the Company would exercise its right of first refusal.

"Selling Member" has the meaning set forth in Section 8.2.

"Senior Representative" has the meaning set forth in Section 11.1.

"Services Agreements" has the meaning set forth in Section 2.9.

"Substitute Member" shall have the meaning set forth in Section 8.1(c) below.

"Tax Matters Member" shall be the Member specially authorized to act as the tax matters partner of the Company under Section 6231 of the Code and the Treasury Regulations, and in any similar capacity under any Law as provided in Section 7.6.

"Treasury Regulations" means the regulations promulgated by the Treasury Department with respect to the Code, as such regulations are amended from time to time, or corresponding provisions of future regulations.

"Voting Deadlock" has the meaning set forth in Section 5.4(c).

1.2 **Interpretation.** Words of the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, where applicable. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

ARTICLE II
ORGANIZATION

2.1 **Principal Office.** The principal office of the Company shall be located at 222 SW Columbia, Suite 1133, Portland, Oregon 97201 or at such other place(s) as the Managers (hereinafter defined) may determine from time to time.

2.2 **Registered Agent.** The Company shall maintain a registered office at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the Company's registered agent is the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

2.3 **Business Purpose.**

(a) The Company will have all of the powers and authority granted by the Act, and any other Law and this Agreement, necessary, appropriate, advisable or convenient to the conduct, promotion or attainment of the Business Purpose of the Company. The Company may not conduct, however, any business or activities outside the scope of the Business Purpose.

(b) The scope of the Business Purpose may be modified only upon agreement of all Members.

2.4 **Leasing of Elevators.** In accordance with and consistent with the Business Purpose, as of the Effective Date, the Company shall have entered into leases (or subleases as applicable) with Cargill for Cargill's Facilities and with LDC for LDC's Facilities (the "Facility Lease Agreements"). The Facility Lease Agreements are listed on Exhibit 2.4 attached hereto.

2.5 **Term.** The Company shall continue in existence perpetually in accordance with Section 18-801 of the Act, from the effective date of the Certificate of Formation unless earlier terminated in accordance with this Agreement or the Act.

2.6 **No Liability of Members, Representatives and Officers.** No Member, representative or officer of a Member, solely by reason of such status, shall be liable, under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, representative or officer of a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Members, representatives or officers of a Member for liabilities of the Company.

2.7 **Interest Not Acquired for Resale.** Each Member warrants to the Company and the other Members that: (a) the Member is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has the requisite power and authority to execute this Agreement and to perform its obligations hereunder; (b) the Member is acquiring an Interest for such Member's own account as an investment and with no intent to distribute such Interest; and (c) the Member acknowledges that the Interests have not been registered under the Securities Act of 1933 or any state securities laws, and such Member's Interest may not be resold or transferred by it except pursuant to a registration statement under or an exemption from the registration provisions of the applicable federal and state securities laws, or except in compliance with the provisions of this Agreement.

2.8 **Adoption of Business Plan.** At least sixty (60) days prior to the beginning of each Fiscal Year of the Company, the Board of Managers shall adopt a business plan (the "Business Plan") for such Fiscal Year, which may be amended from time to time; provided, however, that the Board of Managers shall adopt an initial Business Plan within thirty (30) days after the Effective Date. The Business Plan shall include an annual budget for revenues, expenses, working capital reserves and capital expenditures; any additional capital contributions anticipated to be required for the operation of the Company's Business; and such other information, plans and strategies as the Managers deem advisable. If the Board of Managers fail to adopt a Business Plan for any Fiscal Year as required hereunder, the Business Plan previously in effect shall continue in effect until a new Business Plan has been adopted.

2.9 **Service Agreements between the Company and the Members.** In accordance with and consistent with the Business Purpose, the Company and the Members shall each enter into a services agreement ("Services Agreements") pursuant to which (a) with respect to LDC, LDC will provide to the Company, in exchange for a fee, certain human resources, accounting, logistics and ancillary "back office" services required for the Company's operations, if and so long as Arnie Schaufler is General Manager, Arnie Schaufler as an employee of the Company shall provide certain consulting and advisory services in respect of the operations at LDC's grain elevator located in Seattle, Washington; and (b) with respect to Cargill, Cargill will provide to the Company, in exchange for a fee, insurance administration and corporate secretary services required for the Company's operations. The Services Agreements shall be substantially similar to the form attached hereto as Exhibit 2.9. The Members may provide other services to the Company as the Members and the Company mutually agree.

ARTICLE III
CONTRIBUTIONS AND LOANS

3.1 **Original Contributions.** As of the Effective Date of this Agreement, each Member will have made an initial contribution to the capital of the Company as set forth on Exhibit 3.1 attached hereto. Any Additional Contributions will become due in accordance with Section 3.2. Any Additional

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Contributions, as contemplated in Section 3.2, shall be made by the Members in proportion to each Member's respective Percentage Interest at the time such contribution is required to be made.

3.2 **Additional Capital Contributions.** The Members recognize that the Company may require capital from time to time, in addition to that contributed pursuant to Section 3.1, in order to accomplish the Business Purpose. If the Board of Managers determine that additional capital contributions are appropriate or necessary for the Company, the General Manager shall, by written notice, call for such additional contributions to the capital of the Company as the Board of Managers determine should be made by the Members. Within a period of time determined by the Board of Managers, not to exceed thirty (30) days following the delivery of such notice, each Member shall contribute, in cash, to the capital of the Company an amount (the "Additional Contribution") equal to such Member's Percentage Interest multiplied by the aggregate additional capital contribution as called for by the Board of Managers.

3.3 **Capital Accounts.** A separate Capital Account shall be maintained for each Member in accordance with Treasury Regulations §1.704-1(b)(2)(iv). Each Member's Capital Account shall be (a) increased by: (i) the amount of any cash and the Gross Asset Value of property contributed to the Company by such Member, including the initial contribution set forth in Section 3.1 (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752), (ii) allocations to such Member, pursuant to Article IV, of Company income and gain (or items thereof), and (iii) to the extent not already netted out under clause (b)(ii) below, the amount of any Company liabilities assumed by the Member or which are secured by any property distributed to such Member; and (b) decreased by: (i) the amount of cash distributed to such Member by the Company, (ii) the Gross Asset Value of property distributed to such Member (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to under Code Section 752), (iii) allocations to such Member, pursuant to Article IV, of Company loss and deduction (or items thereof), and (iv) to the extent not already netted out under clause (a)(ii) above, the amount of any liabilities of the Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

In the event any Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

In the event Property is subject to Code Section 704(c) or is revalued on the books of the Company in accordance with the first paragraph of this Section 3.3 and pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(f), the Capital Accounts shall be adjusted in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(g) for allocations to the Members of depreciation, amortization and gain or loss, as computed for "book" purposes (and not tax purposes) with respect to such Property.

The foregoing provisions of this Section 3.3 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations §§ 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Board of Managers determine that it is prudent or advisable to modify the manner in which the Capital Accounts, or any increases or decreases thereto, are computed in order to comply with such Treasury Regulations, the Board of Managers may cause such modification to be made, provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company. In addition, the Members may amend this Agreement in order to comply with such Treasury Regulations as provided in Section 4.5(j) below.

3.4 **Capital Withdrawal Rights, Interest and Priority.** Prior to the dissolution and termination of the Company, no Member shall be entitled to withdraw or reduce such Member's Capital Account or to

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receive any distributions from the Company, except as provided in Articles IV and IX. No Member shall be entitled to receive or be credited with any interest on the balance in such Member's Capital Account at any time. Except as may be otherwise expressly provided herein, no Member shall have any priority over any other Member as to the return of the balance in such Member's Capital Account.

3.5 **Loans.** Any Member or Affiliate may make direct loans to the Company in such amounts, at such times and on such terms and conditions as may be approved by the Board of Managers. Loans by any Member to the Company shall not be considered as contributions to the Capital Account of the Member making such loan to the Company. Any loans to the Company shall (a) be evidenced by a promissory note maturing on a date that is agreed to by the Board of Managers at the time at which the loan is made, and (b) bear interest at a rate that is agreed to by the Board of Managers at the time at which the loan is made or, if no rate is agreed to by the Board of Managers, at a floating rate (the "Effective Rate") that is equal to the lower of (i) the prime rate for corporate loans at U.S. money center commercial banks as reported in *The Wall Street Journal*, and (ii) the highest lawful rate. Each of the loans that is referred to in this Section 3.5 shall be treated as a fixed obligation of the Company, and advances of principal of those loans and payments of principal and interest on those loans shall be treated as transactions between the Company and a Person who is not a Member in accordance with Section 707(a) of the Code.

ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS

4.1 **Non-Liquidation Cash Distributions.** Any Available Cash shall be distributed, within forty-five (45) days following the end of each Fiscal Year (or such other time as may be agreed to by the Board of Managers), to the Members in accordance with their respective Percentage Interests as of the end of such Fiscal Year.

4.2 **Liquidation Distributions.** Liquidation Proceeds shall be distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Company (including to Members to the extent otherwise permitted by law) and the expenses of liquidation; then

(b) To the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, if any, provided that any such reserves shall be paid over by such Person to an independent escrow agent, to be held by such agent or its successor for such period as such Person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided; then

(c) To the Members in accordance with and to the extent of the positive balances in their respective Capital Accounts after taking into account the allocation of all Income or Loss pursuant to this Agreement for the Fiscal Year(s) in which the Company is liquidated until such Capital Accounts are reduced to zero; then

(d) Any remainder to the Members in proportion to their Percentage Interests.

4.3 **Profits, Losses and Distributive Shares of Tax Items.** The Company's Income or Loss, as the case may be, for each Fiscal Year of the Company, as determined in accordance with such method of accounting as may be adopted for the Company pursuant to Article VII, shall be allocated to the Members

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for both financial accounting and income tax purposes as set forth in this Article IV, except as otherwise provided for herein or unless the Members unanimously agree otherwise.

4.4 Allocation of Income, Loss and Credits.

(a) Income or Loss (other than from liquidation transactions) and Credits for each Fiscal Year shall be allocated among the Members in accordance with their respective Percentage Interests. To the extent there is a change in the respective Percentage Interests of the Members during the year, Income, Loss and Credits shall be allocated among the pre-adjustment and post-adjustment periods as provided in Section 4.5(k).

(b) Income from liquidation transactions shall be allocated among the Members in accordance with their respective Percentage Interests.

4.5 Special Rules Regarding Allocation of Tax Items. Notwithstanding the foregoing provisions of Article IV, the following special rules shall apply in allocating the Income or Loss of the Company:

(a) Code Section 704(c) and Revaluation Allocations. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, Income, gain, Loss and deduction with respect to any Property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value at the time of contribution using such method of allocation as permitted under the applicable Treasury Regulations as agreed by the Members. In the event of the adjustments to Members' Capital Account(s) pursuant to Section 3.3 (hereinafter referred to as a "Revaluation"), subsequent allocations of Income, gain, Loss and deduction with respect to such property shall take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Fair Value immediately after the adjustment in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder. If as a result of a Revaluation, Company Minimum Gain is reduced, the reduction of such Company Minimum Gain shall be added back to the net decrease or increase in Company Minimum Gain otherwise determined. Any elections or other decisions relating to such allocations shall be made by the Board of Managers in a manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.5(a) are solely for income tax purposes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Income or Loss, pursuant to any provision of this Agreement.

(b) Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV, if there is a net decrease in Company Minimum Gain during a Fiscal Year or other taxable period, each Member shall be allocated items of Income and gain for such year (and, if necessary, for subsequent years) in proportion to, and to the extent of, an amount equal to the greater of: (1) the portion of such Member's share of the net decrease in Company Minimum Gain during such year that is allocable to the disposition of Company property subject to Nonrecourse Liabilities; or (2) if such Person would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Member's Adjusted Capital Account Deficit. The items to be allocated shall be determined in accordance with Treasury Regulations §1.704-2(g). For purposes of this Section 4.5(b) only, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article IV with respect to such Fiscal Year and without regard to any net decrease in Member Minimum Gain during such Fiscal Year. The foregoing provisions of this Section 4.5(b) are intended to comply with Treasury Regulations §1704-2 and shall be interpreted and applied in a manner consistent with such regulation.

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A Member's share of Company Minimum Gain shall be, as of the relevant time, the excess of (u) the sum of Nonrecourse Deductions allocated to such Member and the aggregate distributions to such Member of Nonrecourse Liability proceeds allocable to an increase in Company Minimum Gain, over (v) the sum of the Member's aggregate share of the net decreases in Company Minimum Gain, including decreases from Revaluations. In computing the above, amounts allocated or distributed to the Member's predecessor-in-interest shall be taken into account.

(c) Member Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV other than Section 4.5(b), if there is a net decrease in Member Minimum Gain during a Fiscal Year or other taxable period, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt shall be allocated items of Income and gain for such year (and, if necessary, for subsequent years) in proportion to, and to the extent of, an amount equal to the greater of: (1) the portion of such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt during such year that is allocable to the disposition of Company property subject to such Member Nonrecourse Debt; or (2) if such Person would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Member's Adjusted Capital Account Deficit. The items to be allocated shall be determined in accordance with Treasury Regulations §1.704-2(i)(4) and (5). For purposes of this Section 4.5(c) only, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article IV with respect to such Fiscal Year, other than allocations of Company Minimum Gain pursuant to Section 4.5(b) hereof. The foregoing provisions of this Section 4.5(c) are intended to comply with Treasury Regulations §1.704-2(i)(4) and shall be interpreted and applied in a manner consistent with such regulation.

(d) Qualified Income Offset. In the event any Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations §1.704.1(b)(2)(ii)(d)(4), (5) or (6), which causes or increases such Member's Adjusted Capital Account Deficit, items of Company Income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible, provided that an allocation under this Section 4.5(d) shall be made if and only to the extent such Member would have an Adjusted Capital Account Deficit after all other allocations under this Article IV have been made. It is intended that this Section 4.5(d) be interpreted to comply with the alternate test for economic effect set forth in Treasury Regulations §1.704-1(b)(2)(ii)(d).

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be allocated to the Members in proportion to their Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deduction shall be allocated to the Member who bears the risk of loss with respect to the loan to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations §1.704-2(i)(1).

(g) Curative Allocations. Any special allocations of items of Income, gain, deduction or Loss pursuant to Sections 4.5(b), (c), (d), (e) and (f) shall be taken into account in computing subsequent allocations of income and gain pursuant to this Article IV, so that the net amount of any items so allocated and all other items allocated to each Member pursuant to this Article IV shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Article IV if such adjustments, allocations or distributions had not occurred. No allocations pursuant to Sections 4.5(b) and (c) shall be made prior to the Fiscal Year or other taxable period during which there is a net decrease in Company Minimum Gain or Member Minimum Gain, respectively, and in any such case then only to the extent necessary to avoid the potential distortion. In addition, allocations pursuant to this Section 4.5(g) with respect to Nonrecourse Deductions in Section 4.5(e) and Member Nonrecourse

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Deductions in Section 4.5(f) shall be deferred to the extent the Members reasonably determine that such allocations are likely to be offset by subsequent allocations of Company Minimum Gain or Member Minimum Gain, respectively.

(h) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Treasury Regulations §§ 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company if Treasury Regulations §1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distributions was made in the event that Treasury Regulations §1.704-1(b)(2)(iv)(m)(4) applies.

(i) Loss Allocation Limitation. Notwithstanding the other provisions of this Article IV, unless otherwise agreed to by the Managers, no Member shall be allocated Loss in any Fiscal Year or other taxable period which would cause or increase an Adjusted Capital Account Deficit as of the end of such Fiscal Year or other taxable period.

(j) Share of Nonrecourse Liabilities. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treasury Regulation §1.752-3(a)(3), each Member's Interest in Company profits is equal to such Member's respective Percentage Interest.

(k) Compliance with Treasury Regulations. The foregoing provisions of this Section 4.5 are intended to comply with Treasury Regulations §§ 1.704-1(b), 1.704-2 and 1.752-1 through 5, and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(l) General Allocation Provisions. Except as otherwise provided in this Agreement, all items that are components of Income or Loss shall be divided among the Members in the same proportions as they share such Income or Loss, as the case may be, for the year. For purposes of determining the Income, Loss or any other items for any period, Income, Loss or any such other items shall be determined on a daily, monthly or other basis, on an accrual method of accounting.

4.6 Withholding of Distributions. Notwithstanding any other provision of this Agreement, the Board of Managers (or any Person(s) required or authorized by law to wind up the Company's affairs) may determine in their absolute discretion, when in their opinion it is in the best interest of the Company, to suspend or restrict distributions.

4.7 No Priority. Except as may be otherwise expressly provided herein, no Member shall have priority over any other Member as to Company Income, gain, Loss, Credits and deductions or distributions.

4.8 Tax Withholding. Notwithstanding any other provision of this Agreement, the Board of Managers are authorized to take any action that they determine to be necessary or appropriate to cause the Company to comply with any withholding requirements established under any federal, state or local tax law, including, without limitation, withholding on any distribution to any Member. For all purposes of this Article IV, any amount withheld on any distribution and paid over to the appropriate governmental body shall be treated as if such amount had in fact been distributed to the Member.

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4.9 Sale of LDC Facility at Portland, OR. In the event that the LDC Facility located at Portland, Oregon, is sold as set forth in Article XVIII of the Facility Lease Agreement between LDC and the Company, and accordingly the Portland Termination Fee (as defined in such Facility Lease Agreement between LDC and the Company) is paid to the Company, then upon receiving such payment, the Company shall distribute promptly such payment to the initial Members in accordance with the original Percentage Interest of such Members (i.e., 50% for Cargill and 50% for LDC).

ARTICLE V
MANAGEMENT OF THE COMPANY

5.1 Board of Managers. Except as reserved to the Members in the Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Managers ("Board of Managers"), and the Board of Managers shall have power and authority to manage and direct the business and affairs of the Company. Approval by or actions taken by the Board of Managers in accordance with this Agreement shall constitute approval or action by the Company.

5.2 Designation of Managers. The Board of Managers shall at all times consist of four (4) Managers. Two Managers shall be appointed by Cargill, and two Managers shall be appointed by LDC. Except in the case of the General Manager if the General Manager is also a Manager, (i) each Manager must at all times be an employee, officer or manager of the designating Members and shall serve until his successor is appointed or his earlier resignation, removal or death, (ii) any Manager may resign at any time upon written notice to the Company and the Member that appointed him, and (iii) each Member shall have the power to designate an alternate to act for any Manager appointed by such Member by delivering prior written notice of such designation to the Company and the other Managers. If the General Manager is not also a Manager of the Company, then the General Manager shall be entitled to attend meetings of the Board of Managers (except where the Board of Managers determines otherwise), but shall not be entitled to vote as a Manager. The chairperson (the "Chairperson") of the Board of Managers shall be selected at the initial meeting of the Board of Managers (or promptly thereafter) and at twelve-month intervals thereafter. The first Chairperson shall be selected by the Managers appointed by Cargill. Thereafter, the Chairperson will be elected by a majority of the Board of Managers. In the event that a majority of the Managers cannot agree on the selection of the Chairperson, the Managers affiliated with the Member other than the Member affiliated with the current Chairperson shall have the right but not the obligation to select a Chairperson for the twelve-month term at issue; provided, however, that all Managers affiliated with the Member other than the Member affiliated with the current Chairperson unanimously agree on such selection. The Chairperson shall chair all meetings of the Board of Managers which he or she attends and shall have such other duties as may be set forth in this Agreement or as may be assigned to the Chairperson by the Board of Managers from time to time.

5.3 Powers of the Managers. In addition to the powers and authorities conferred upon them by this Agreement, the Certificate of Formation and the Act, the Board of Managers may exercise all of the powers of the Company, and do all such lawful acts and things, that are not by statute or by the Certificate of Formation or by this Agreement directed or required to be exercised or done by the Members. Notwithstanding the foregoing, except as provided below with respect to the General Manager, the Managers individually are not agents of the Company and do not have any authority to take any actions or execute any instruments on behalf of the Company or otherwise act for or bind the Company.

5.4 Voting.

(a) Equal Vote; Majority. Unless otherwise required by the Act, or by this Agreement, each Manager's vote shall be equal. Except as expressly stated otherwise in this Agreement, any actions that are authorized or directed to be taken by the Managers under this Agreement may be taken upon approval of a Majority of a Quorum voting at a meeting of the Managers pursuant to this Article V.

(b) Quorum. The participation at a regular or special meeting by at least one Manager appointed by each Member shall constitute a quorum ("Quorum").

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(c) Voting Deadlock. In the event a voting deadlock occurs on the Board of Managers due to the inability or unwillingness of the Managers to agree (by a Majority of a Quorum) upon any proposed action or non-action ("Voting Deadlock"), then the Board of Managers shall follow the procedure set forth in Section 11.1(b).

5.5 Notice of Manager Meetings; Waiver of Notice.

(a) Regular Meetings. Subject to Section 5.6, regular meetings of the Board of Managers may be held without notice at such times and places as agreed upon by the Board of Managers or, failing such agreement, on the last day of each quarter of the Fiscal Year at the Company's principal office. Any business may be transacted at a regular meeting. Each Manager may vote by delivering his proxy to another Manager.

(b) Special Meetings.

(i) Subject to Section 5.6, special meetings of the Board of Managers may be called at any time by any of the Managers. The place shall be at the Company's principal office, unless all of the Managers consent to another place.

(ii) Written or printed notice of each special meeting of the Managers, stating the place, day and hour of the meeting and purpose or purposes thereof, shall be mailed to each Manager addressed to him at his residence or usual place of business at least five (5) days before the day on which the meeting is to be held or shall be sent to him by facsimile or delivered to him personally, at least three (3) days before the day on which the meeting is to be held. If mailed, such notice shall be deemed to be delivered when it is deposited in the United States mail with postage thereon addressed to the Manager at his residence or usual place of business. If given by facsimile, such notice shall be deemed to be have been delivered when confirmation of receipt of the facsimile is printed by the sender's facsimile machine. The notice may be given by any Person having authority to call the meeting.

(c) Waiver of Notice. Whenever any notice is required to be given hereunder, a written waiver thereof, signed by the Person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance or participation of a Person at a meeting shall constitute a waiver of notice of such meeting, except when the Person attends or participates in a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Managers need be specified in any written waiver of notice, but the business to be transacted at, or the purpose of, any special meeting of the Managers shall be specified in any written waiver of notice.

5.6 Meetings by Conference Telephone or Similar Communications Equipment. Notwithstanding Section 5.5(a) and Section 5.5(b)(i), any Manager may participate in a meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in Person at such meeting.

5.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if written consent thereto is signed by all of the Managers and such written consent is filed with the books and records of the Company.

5.8 General Manager. The Board of Managers at their first meeting (or as soon thereafter as is practicable) shall appoint a General Manager, who shall serve at the pleasure of the Board of Managers. The General Manager may also serve as a Manager if all Members consent in writing.

5.9 Powers of General Manager. The General Manager shall be the chief executive officer of the Company and shall be responsible for running the day-to-day business operations of the Company.

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Except as otherwise provided in this Agreement, the General Manager shall carry into effect all directions and resolutions of the Board of Managers, shall have authority to take any and all actions on behalf of the Company and, except to the extent otherwise required by the Act and this Agreement, may execute all bonds, notes, debentures, instruments and documents providing for the acquisition, mortgage or disposition of property and other instruments and agreements for and in the name of the Company. Notwithstanding the foregoing, the following actions may only be taken by the General Manager on behalf of the Company upon the approval or direction of the Board of Managers:

(a) The purchase, lease or other acquisition or the sale, lease or other disposition of, or the creation of any lien or encumbrance upon, (i) any personal property with a cost or market value, whichever is greater (or aggregate cost or market value in the case of related items or transactions) in excess of $100,000, or (ii) any real property;

(b) The creation of any obligation or commitment of the Company, not in the ordinary course of business, including the borrowing of funds, in excess of $100,000, except as previously authorized by a budget or Business Plan which has been adopted by the Board of Managers;

(c) The assignment, transfer, pledge, settlement, compromise, release or discharge of any claim held by or debt due the Company, other than in the ordinary course of business;

(d) The creation of any obligation of the Company as a surety, guarantor or accommodation party to any obligation;

(e) The confession of any judgment, the making of any assignment for the benefit of creditors or the institution of any bankruptcy proceedings;

(f) Any act contrary to a decision of the Board of Managers;

(g) Any decision which by any provision of this Agreement is required to be made by the Members or all of the Managers;

(h) Any merger or consolidation of the Company with any other entity (except as otherwise expressly provided herein);

(i) The sale or transfer of all or substantially all of the assets of the Company;

(j) Adopting, changing or approving the tax policy or policies of the Company and approving all tax returns of the Company;

(k) Decisions regarding tax accounting methods, tax elections and selection of a tax accountant for the Company;

(l) The selection of the Company's independent accountants ("Accountants") and making accounting elections;

(m) Entering into any contract with a Member or Affiliate;

(n) Terminating the employment of any employees that report directly to the General Manager; or

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(o) Any other action or decision of the Company not in the ordinary course of the Company's business.

5.10. Adoption of Corporate Policies.

(a) The Company will adopt and comply with the Members' significant business policies (including without limitation business conduct/ethics (guiding principles), employee health and safety, environment, food and product safety, and intellectual property). Where a difference exists between the Members' respective policies, the Company shall adopt Cargill's significant business policies (or Louis Dreyfus' significant business policies if such policies are of a higher standard) or the substantial equivalent, unless otherwise determined by the Board of Managers or unless there is a Voting Deadlock with respect to the adoption of such significant business policies.

(b) The Company will establish a compliance program, to be approved by the Board of Managers, to monitor these adopted business policies. The Members will have the right to audit (using its internal auditors or third party auditors) the Company's compliance with its compliance program. The Company's compliance program must include, without limitation, a requirement that an annual compliance certificate be signed by designated employees.

5.11 Powers of Members. Notwithstanding anything contained in this Article V, only the Members shall have the power and authority, and unanimous consent of the Members shall be required, to (a) admit a new Member, except as provided in Article VII; (b) amend or repeal this Agreement or the Certificate of Formation or adopt a new limited liability company agreement; and (c) amend or repeal any resolution of the Members which, by its terms, is not amendable or repealable.

ARTICLE VI
COMPENSATION, LIABILITY, INDEMNIFICATION AND NON-COMPETITION

6.1 Compensation. No Manager will receive any compensation from the Company for serving as Manager, and each Manager will be responsible for its own costs and expenses in acting in such capacity.

6.2 Liability of Managers. Except in the case where the Managers are guilty of fraud, gross negligence, misconduct, reckless disregard of duty or a criminal act which is a felony, no Manager shall be liable to the Company or any Member for any loss, damage, liability or expense suffered by the Company or any Member on account of any action taken or omitted to be taken by him as a Manager.

6.3 Indemnification of Managers.

(a) Subject to Section 6.3(d), the Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such Person is or was a Manager, manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a Manager, manager, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, including attorneys' fees, if such Person acted in good faith and in a manner such Person reasonably believed to be in (or not opposed to) the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo

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contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which such Person reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful.

(b) Subject to Section 6.3(d), the Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was a Manager, manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a Manager, manager, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit, including attorneys' fees, if such Person acted in good faith and in a manner such Person reasonably believed to be in (or not opposed to) the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a Manager, manager, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.3(a) and (b), or in defense of any claim, issue or matter therein, such Manager, manager, officer, employee or agent shall be indemnified against expenses actually and reasonably incurred by such Person in connection therewith, including attorneys' fees.

(d) Any indemnification under Sections 6.3(a) and (b), unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, manager, officer, employee or agent is proper in the circumstances because such Manager, officer, employee or agent has met the applicable standard of conduct set forth in Sections 6.3(a) and (b). Such determination shall be made by the Board of Managers.

(e) Expenses incurred by a Manager or officer in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Manager or officer to repay such amount if it is ultimately determined that the Manager or officer is not entitled to be indemnified by the Company as authorized in this Section 6.3. Such expenses may be so paid upon such terms and conditions, if any, as prescribed by the Board of Managers.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Section 6.3 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(g) The Company may purchase and maintain insurance on behalf of any Person who is or was a Manager, manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a Manager, manager, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as such, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Section 6.3.

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(h) For purposes of this Section 6.3, references to the "Company" shall include, in addition to the limited liability company, any constituent company or corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Managers, managers, officers and employees or agents, so that any Person who is or was a Manager, manager, officer, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a Manager, manager, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Section 6.3 with respect to the resulting or surviving entity as such Person would have with respect to such constituent entity if its separate existence had continued.

(i) For purposes of this Section 6.3, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed to a Person with respect to any employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Manager, manager, officer, employee or agent of the Company which imposes duties on, or involves services by, such Manager, manager, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a Person who acted in good faith and in a manner such Person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 6.3.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 6.3 shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be a Manager, manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

6.4 Other Business Ventures. Except as otherwise provided herein, any Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and either Member shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others, any such particular investment opportunity. Notwithstanding the foregoing, except as otherwise agreed to by the Members in writing, during the term of this Agreement no Member and no Affiliate of either Member shall, directly or indirectly, engage in any of the following:

(a) purchase, construct, manage, lease, sublease or operate any facility in the Columbia River District for the purpose of originating, merchandising, storing, drying, handling, cleaning, elevating, transporting and selling Grain in competition with the Company's Business; and/or

(b) purchase from anyone in the Pacific Northwest Region other than the Company wheat and barley on a FOB basis intended for ocean carriage except in those cases where the Company does not exercise its Right of First Refusal under this Agreement; and/or

(c) originate wheat and barley for export from facilities in the Pacific Northwest Region, other than originate wheat and barley from Canada for export from facilities in the Puget Sound District; and/or

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(d) sell wheat or barley to, from or within the Pacific Northwest Region except for sales to the Company or for export consistent with this Agreement.

During the term of this Agreement, the Company shall not, directly or indirectly, engage in any of the following:

(a) sell Grain on a CIF or C&F basis for ocean carriage; and/or

(b) sell Grain on a FOB basis to third parties for ocean carriage, except in those cases where both Members independently do not exercise their Right of First Refusal under this Agreement.

Neither the Members nor the Managers (other than the General Manager) shall be required to devote all of their time or business efforts to the affairs of the Company, but shall devote so much of their time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

6.5 Indemnification of Members and the Company.

(a) Each Member shall hold harmless and indemnify the other Member, the other Member's Affiliates and the Company, and their respective officers, directors, managers, employees, agents and representatives from and against and in respect of any and all claims, liabilities, losses, damages, fines, penalties, costs or expenses (including reasonable attorneys' fees, expert and consultant fees, investigation costs and response, removal and corrective action and other remediation or clean-up costs) (collectively, the "Losses") suffered or incurred by the other Member, the other Member's Affiliates or the Company to the extent that such Losses arise from, by reason of or are in connection with (i) any negligent act or omission of the indemnifying Member or any of its officers, directors, employees, agents or representatives, (ii) any misrepresentation, breach or nonfulfillment of any warranty, representation, obligation or responsibility owed to the other Member or the Company under the terms of this Agreement, and/or (iii) the operation or ownership of the indemnifying Member's Facilities and the conduct of business therein, thereabout, thereon or with regard thereto at all times prior to the Effective Date of the Company, including without limitation environmental and Title VII claims, suits, cases or charges. Notwithstanding the foregoing, in the absence of fraud and except as otherwise provided in the Facility Lease Agreements, the Company shall be solely responsible for all Losses that arise from any structural or operational defect, deficiency or failure ("Deficiency") of any of the improvements, machinery and equipment at the Facilities ("Deficiency Related Losses"), regardless of whether any such Deficiency existed prior to the Effective Date.

(b) The Members agree that the Company shall hold harmless and indemnify the Members, the Members' Affiliates, and their respective officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against and in respect of any and all Losses suffered or incurred by the Indemnified Parties to the extent that such losses arise from, by reason of or are in connection with (i) any negligent act or omission of the Company or any of its officers, managers, employees, agents or representatives, (ii) any Deficiency Related Losses, and (iii) the operation or ownership by the Company of the Facilities and the conduct of business therein, thereabout, thereon or with regard thereto at all times on and after the Effective Date of the Company, including without limitation environmental and Title VII claims, suits, cases or charges.

(c) If and to the extent that either Member becomes liable for or pays more than its Percentage Interest of any Company obligation or liability, other than those which arise under the circumstances described in Section 6.5(a), then (i) the other Member will pay any such excess that is unpaid or reimburse the other Member which has paid any of that excess for the amount paid by the other

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Member, and (ii) will indemnify and hold harmless that Member from and against any and all liability for that excess.

(d) In the event that either a Member or the Company has a claim of indemnification pursuant to Section 6.5, then such Member or the Company (the "Indemnified Party") shall provide written notice promptly to the party from which the Indemnified Party seeks indemnification (the "Indemnifying Party"). Such written notice shall specify in reasonable detail the nature of the Losses suffered or incurred by the Indemnified Party, and, if known, the amount or an estimate of the amount of the Losses; provided, however, that failure to give such notice shall relieve the Indemnifying Party from liability only to the extent that it has been damaged by such failure to notify. If the claim for indemnification arises out of a claim or action by a third party, the Indemnifying Party may assume the defense and prosecution thereof at its own cost and expense, with counsel reasonably acceptable to the Indemnified Party, by giving prompt written notice to the Indemnified Party. In such event, the Indemnified Party shall have the right to employ, at its own expense, counsel separate from the counsel employed by the Indemnifying Party and to participate in such defense and prosecution, at its own expense, subject to the management and control of the claim by the Indemnifying Party. The Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. Each party to this Agreement shall cooperate fully with the other party in the defense, prosecution, negotiation of a settlement or any other matter with respect to any claim by a third party which is subject to the indemnification rights set forth herein. Any indemnification that is required to be paid by one of the Members or the Company pursuant to this Section 6.5 shall be paid within thirty (30) days after demand for the payment has been given by the indemnified Member or Members, in each case together with interest at the Effective Rate from the date on which the obligation to pay first arose to the date of payment.

(e) The respective rights and obligations of the Members, Members' Affiliates, Managers, and the Company under this Article VI shall survive the termination of this Agreement and the dissolution of the Company.

ARTICLE VII
ACCOUNTING AND BANK ACCOUNTS

7.1 Fiscal Year and Accounting Method. The Fiscal Year and taxable year of the Company shall be determined in accordance with the provisions of Code Section 706 and the Treasury Regulations thereunder and unless otherwise required by such regulations shall annually begin on June 1st and end on May 31st and shall permit the minimum tax deferral in accordance with federal Internal Revenue Code or Treasury Regulations. The accrual method of accounting shall be used by the Company.

7.2 Books and Records.

(a) The Company shall keep at its principal office true and accurate records of the following:

(i) A current list of the full name and last known business, residence, or mailing address of each Member and Manager, both past and present;

(ii) A copy of the Certificate of Formation, and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(iii) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;

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(iv) Copies of this Agreement and copies of any financial statements of the Company for the three (3) most recent years;

(v) Minutes of every regular and special meeting of the Board of Managers; and

(vi) Any written consents obtained from the Members or Managers pursuant to Section 5.7.

(b) Each Member (or such Member's designated representative) shall have the right during ordinary business hours to inspect and copy (at such Member's own expense) all books and records of Company.

7.3 Reports. As soon as reasonably practicable after the end of each fiscal quarter and Fiscal Year of the Company, the Company shall cause to be prepared and delivered to each Member, in accordance with Generally Accepted Accounting Principles ("GAAP"), an income statement and balance sheet of the Company, a statement of changes and a statement of Members' Capital Accounts, as of the end of such fiscal quarter or Fiscal Year. Audited financial statements of the Company for each Fiscal Year shall be prepared for the Company by the Accountants and delivered to the Members within ninety (90) days following the end of the Fiscal Year.

7.4 Tax Returns. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. The Members shall be afforded an opportunity to review and comment upon each tax return and election of the Company, and for this purpose a final draft of each such return or election shall be distributed to the Members at least fifteen (15) days prior to the anticipated date of filing with the tax authorities concerned. If a Member disagrees with the proposed treatment of any item on a proposed tax return of the Company, then such Member shall give prompt written notice to the other Member(s) and the Company. The parties shall negotiate in good faith to resolve proper treatment of the item; however, failing such agreement the Company shall treat such item in the manner determined by a majority of the Members. No Member shall file, or file a notice of, an inconsistent position with respect to any Company tax item pursuant to Code Section 6222(b) or otherwise, or institute proceedings, under Code Sections 6226(b) or 6228(b) or otherwise, without first notifying the other Members and the Company of such intention and the nature of the proceeding.

The Company shall ensure that all workpapers related to the preparation of the Company's federal, state, and local tax returns for any tax year are retained by the Company for a period of not less than ten (10) years after the due date for filing (including extensions) the Company's annual or short period tax return or the period such records remain relevant with respect to open tax years of the Members, if longer. The Company shall provide each Member with an opportunity, at the expense of such Member, to obtain a complete set of such workpapers or true and accurate photocopies of such workpapers prior to their destruction. Upon the dissolution of the Company, the rights of the Company to obtain such workpapers (if retained by outside preparers) shall pass to each former Member.

7.5 Code Section 754 Election. In the event a distribution of Company assets occurs which satisfies the provisions of Section 734 of the Code or in the event a transfer of an Interest occurs which satisfies the provisions of Section 743 of the Code, absent an election by the Members to the contrary, the Company shall elect, pursuant to Section 754 of the Code, to adjust the basis of the Company's property to the extent allowed by such Sections 734 or 743 and shall cause such adjustments to be made and maintained.

7.6 **Tax Matters Member.** The Company shall elect, pursuant to Section 6231(a)(1)(B)(ii) of the Code, to have Section 6231(a)(1)(B)(i) of the Code not apply to the Company. Until otherwise determined by the Members, Cargill shall serve as the "Tax Matters Member" of the Company under the Code.

The Tax Matters Member shall be entitled to reimbursement for any and all reasonable expenses incurred with respect to any administrative and/or judicial proceedings affecting the Company.

The Tax Matters Member shall incur no liability to the other Member(s) to the extent it acts in good faith in connection with its role as Tax Matters Member or otherwise in connection with the Tax Matters Member's activities in representing the Company with respect to tax matters, and the other Member agrees to cooperate with the Tax Matters Member's efforts to comply with the applicable provisions of the Code and the Treasury Regulations thereunder. The Company (and to the extent the Company resources are insufficient therefore, the other Member(s)) agrees to indemnify the Tax Matters Member with respect to any liabilities or costs the Tax Matters Member may incur in connection with its activity as Tax Matters Member of the Company, except in the case of fraud or willful misconduct of the Tax Matter Member. The Tax Matters Member may resign upon thirty (30) days notice to the other Member(s).

7.7 **Bank Accounts.** All funds of the Company shall be deposited in a separate bank, money market or similar account(s) approved by the Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

ARTICLE VIII
TRANSFERS OF INTERESTS

8.1 General.

(a) No Member may sell, transfer, assign, give, mortgage, alienate, pledge, hypothecate or otherwise encumber or dispose of all or any part of such Member's Interest, except as provided in this Agreement or except with the written consent of the other Member. Any purported encumbrance or disposition of an Interest in violation of the terms of this Agreement shall be null and void and of no legal effect whatsoever.

(b) Each Member shall have the right to sell, transfer or assign, for cash (but not to substitute the assignee as a Substitute Member in such Member's place, except in accordance with Section 8.1(c) below), by a written instrument, all or part of its Interest, provided that (i) the transfer would not result in the "termination" of the Company pursuant to Section 708 of the Code or cause a material adverse tax consequence to the Company or any Member, and (ii) the transferor has complied with the provisions of Section 8.2.

(c) A "Substitute Member" is a Person admitted to the Company as a Member and entitled to all the rights and bound by all the obligations of the Member for which such Person is substituted. No assignee of all or part of a Member's Interest shall become a Substitute Member in place of the assignor unless and until all other Members have consented thereto in writing and the assignor and the assignee execute such documents as the Company may reasonably deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the assignee of the provisions of this Agreement; provided, however, that such consent shall not be unreasonably withheld in the event that a Member intends to assign such Member's Interest to an Affiliate. Unless and until such documents have been duly executed and delivered to the Company, the assignee shall have no rights to vote with respect to such Interest or to participate in the management of the Company or to require any information or

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account of the Company's transactions or to inspect the Company's books but shall only be entitled to receive distributions of cash or other property from the Company attributable to the Interest so acquired. Unless and until a permitted assignee shall become a Substitute Member in accordance with the provisions of this Section 8.1(c), the assignee shall not be entitled to vote with respect to any Company matters, such rights to remain with the assigning Member. Upon the admission of an assignee as a Substitute Member, the assigning Member shall cease to be a Member and the Substitute Member shall thereafter be deemed to be a Member and subject to all of the terms and conditions of this Agreement.

8.2 Right of First Refusal. If at any time a Member ("Selling Member") desires to transfer all of its Interest to a third party pursuant to a bona fide offer to purchase such Interest for cash, the following shall apply:

(a) The Selling Member shall submit to the other Member (the "Other Member") a copy of the written offer, the name of the proposed purchaser, the price and payment terms and other terms and conditions of the third party offer (the "Offer").

(b) The Other Member shall have thirty (30) days from receipt of the Offer to accept the terms and conditions set forth in the Offer, by giving written notice thereof to the Selling Member. Failure to give notice of acceptance as required shall be deemed to be a rejection of the Offer.

(c) If the Other Member agrees to purchase the Selling Member's Interest, then the Selling Member and the Other Member shall close the purchase upon the terms and conditions of the Offer within ninety (90) days after the Offer is made (or later, if consistent with the closing date set forth in the Offer or if required by law).

(d) If the Other Member rejects the terms and conditions set forth in the Offer, the Selling Member shall have the right to consummate the sale or conveyance of its Interest (but not the substitution of the transferee of such Interest as a Substitute Member, except in accordance with Section 8.1(c)) so long as (i) the purchaser is the proposed purchaser named in the Offer, (ii) the price, payment and other terms are at least as favorable to the Selling Member as those set forth in the Offer, and (iii) the closing occurs no more than sixty (60) days from when the Member is first notified of the Offer.

(e) Any transferee of the Selling Member's Interest who does not become a Substitute Member pursuant to Section 8.1(c) shall agree in writing to be bound by this Section 8.2 with respect to any further sale or conveyance of that Interest which such transferee may desire to make.

ARTICLE IX
DISSOLUTION AND TERMINATION

9.1 Events Causing Dissolution. This Agreement shall be terminated and the Company shall be dissolved upon the first to occur of the following events:

(a) Agreement of the Members. The unanimous written agreement of the Members to terminate this Agreement and to dissolve the Company.

(b) An Event of Default or Voting Deadlock. The expiration of thirty (30) days after one Member has provided to the other Member written notice of its election to terminate this Agreement and to dissolve the Company; provided, however, that such right to terminate and trigger dissolution may be exercised only by a Member with respect to which no Event of Default has occurred and is continuing, and may be given only after (i) an Event of Default with respect to the other Member has occurred and is continuing and uncured within the thirty (30) day notice period, or (ii) a Voting Deadlock occurs on the

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Board of Managers, continues due to the inability or unwillingness of the Members' Senior Representatives to facilitate resolution in accordance with Section 11.1(b), and as a direct result of such Voting Deadlock, the Company's day-to-day operations are prohibited or severely restricted for sixty (60) days.

For purposes of this Section 9.1(b), any of the following events shall constitute an "Event of Default" under this Agreement with respect to the Member in question:

(i) If a Member (a) files a petition in bankruptcy or for reorganization or for an arrangement under any bankruptcy or similar law, in effect now or in the future, or (b) is adjudicated a bankrupt or becomes insolvent, or (c) commits an act of bankruptcy as is defined in that law, or (d) makes an assignment for the benefit of its creditors, or (e) admits in writing its inability to pay its debts generally as they become due, or (f) is dissolved (other than a technical dissolution followed by a reconstitution of that Member), or (g) suspends the performance of its obligations generally.

(ii) If a petition or answer is filed proposing the adjudication of the Member as a bankrupt or its reorganization pursuant to any bankruptcy law or similar law, in effect now or in the future, and (a) that Member consents to the filing of the petition or answer, or (b) the petition or answer is not discharged or denied within sixty (60) days after its filing.

(iii) If a receiver, trustee or liquidator (or other similar official) is appointed to take charge of the Member or of all or substantially all of the Member's business or assets or of the Member's Interest, and is not discharged within sixty (60) days thereafter, or if the Member consents to or acquiesces in that appointment.

(iv) If all or any portion of the Member's Interest is levied upon or attached (other than by the other Member) in any proceeding, including any suit in equity, action at law or other judicial, arbitral or administrative proceeding, and that levy or attachment is not vacated or discharged within sixty (60) days after the date on which it is made.

(v) If a Member becomes subject to any legal incapacity affecting its right or power to participate in the Company or if there is an attempted or purported voluntary or involuntary sale, transfer, conveyance, pledge or disposal, whether direct or indirect, of the Member's Interest, except in compliance with Section 8.1.

(vi) If a Member fails to provide to the Company when due any funds requested by the Managers in accordance with Section 3.2.

(vii) If the Member fails in any material respect, other than that described in Section 9.1((b)(vi), to observe, perform or comply with any agreement, condition or obligation required by this Agreement and if that failure continues for a period of thirty (30) days after a demand for performance, observance or compliance has been given in writing by the other Member.

(c) Upon the election by either Member to terminate and dissolve the Company (the "Election to Terminate"), for any or no reason whatsoever; provided, however, that the Member desiring to terminate the Company must provide written notice of its Election to Terminate at least one (1) year prior to such termination and dissolution ("Election Notice"); and further provided that neither Member may provide an Election Notice during the first two (2) years from the Effective Date.

(d) The Company selling, conveying or otherwise disposing of (including by license) all, or substantially all, of its assets.

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(e) An entry of a decree of judicial dissolution against the Company.

(f) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

9.2 Effect of Dissolution. Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Board of Managers shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Board of Managers shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the Property of the Company as promptly as is consistent with obtaining a Fair Value therefor, to apply and distribute the proceeds of such liquidation and any remaining Property ("Liquidation Proceeds") in accordance with the provisions of Section 4.2, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

9.2.1 All accounting on termination shall be done by the Accountants, and any determination made by the Accountants as to accounting matters shall be binding upon the Members.

9.2.2 The Board of Managers shall determine the disposition of any other matter in connection with the sale and distribution of Property. If the Board of Managers cannot agree as to those matters, those matters shall be determined in accordance with Section 11.

ARTICLE X
CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

10.1 Confidentiality. During the term of this Agreement, the Members may exchange certain Confidential Information with one another; and also, each Member may exchange certain Confidential Information with the Company. "Confidential Information" shall mean all information of either Member or the Company, that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, inventions, trade secrets, know-how and information relating to the customers, business plans, promotional and market activities, finances and other business affairs of such party) that is disclosed by a Member, or the Company, (the "Disclosing Party") to a Member, or the Company, (the "Receiving Party") in furtherance of this Agreement.

10.2 Non-Disclosure and Non-Use. The Receiving Party agrees to treat as secret and hold in strict confidence all Confidential Information it receives from a Disclosing Party under this Agreement. The Receiving Party agrees that it will not disclose any Confidential Information to any third party without the prior written permission of the Disclosing Party (or as otherwise specifically provided in this Agreement). The Receiving Party also agrees that it will only use the Confidential Information received under this Agreement as specifically provided herein and in furtherance of this Agreement. In the event a Receiving Party is required by court order, or by law or legal process, to disclose Confidential Information of a Disclosing Party, the Receiving Party shall inform the Disclosing Party in writing prior to making such disclosure to provide sufficient time to request a protective order or other appropriate measure, and the Receiving Party will disclose only such information that is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

10.3 Exclusions to Confidential Information. Confidential Information shall not include information that (a) was in the public domain, in its entirety in a unified form, at the time of disclosure to the Receiving Party; (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party; (c) becomes part of the public domain after the date of disclosure by the Disclosing Party through no fault

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of the Receiving Party; or, (d) is disclosed by a third party to the Receiving Party after the date of disclosure by the Disclosing Party, where the third party did not require the Receiving Party to hold such information in confidence and did not acquire such information directly or indirectly from the Disclosing Party;

10.4 Ownership. Except as otherwise specifically provided in this Agreement, all rights to Confidential Information, trade secrets, know-how, inventions, patents, patents pending, copyrights, trademarks, and tradenames (hereinafter, "Intellectual Property") owned by a Member shall be fully retained by that Member and no rights or licenses are provided the other Member or the Company. In the event that the Company develops any Intellectual Property based upon a Member's Intellectual Property, the new Intellectual Property shall be owned by that Member with a non-exclusive, royalty-free, non-transferrable, perpetual, worldwide license being granted to the Company for use of the new Intellectual Property consistent with the Business Purpose. In the event that the Company develops any Intellectual Property that is not based upon the Intellectual Property of a Member, the new Intellectual Property shall be owned by the Company with a non-exclusive, royalty-free, non-transferrable, perpetual, worldwide license being granted to each Member.

10.5 Survival. The provisions of this Article X shall survive the dissolution and liquidation of the Company and the termination of this Agreement for a period of two (2) years.

ARTICLE XI
RESOLUTION OF DISPUTES

11.1 Mediation.

(a) If a dispute or disagreement arising out of, or relating to, the formation, interpretation, performance or breach of this Agreement or any amendment hereto, or in connection with the dissolution of the Company exists (a "Dispute"), any Member may require the other Member to submit the reasons for its position, in writing, and to then enter into good faith negotiations to attempt to resolve the Dispute. If such Dispute cannot be settled by good faith negotiation among the Members within thirty (30) days, any Member may require that the Dispute be submitted in writing for resolution to senior management representative of both Members ("Senior Representative"). A Member's Senior Representative (i) shall be senior in title to the Managers appointed by such Member, to the extent such Managers are employed by such Member, and (ii) shall not be a Manager. If such Dispute is not resolved within sixty (60) days of having been submitted to the aforementioned officers, any Member may require that the Dispute be resolved in accordance with other alternatives set forth in this Article XI. All negotiations and written statements pursuant to this Section 11.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the U.S. Federal Rules of Evidence and state rules of evidence. If the Members reach agreement pertaining to any Dispute pursuant to the procedures set forth in this Section 11.1, such agreement shall be reduced to writing, signed by the Members and shall be final and binding upon them.

(b) If a Voting Deadlock occurs, then the Board of Managers shall submit the matter(s) giving rise to the Voting Deadlock to each Member's respective Senior Representative. If the Members' Senior Representatives are unable or unwilling to facilitate resolution of the Voting Deadlock, then either Member may trigger dissolution and termination in accordance with Section 9.1(b).

11.2 Arbitration.

(a) If the Dispute cannot be resolved as a result of the negotiations generally described in Section 11.1 above or within such additional time frame as the Members may mutually agree to, the

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Dispute shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"); provided, however, that if such rules are inconsistent with any of the provisions of this Agreement, the terms and conditions of this Agreement shall control. Any such arbitration shall be conducted in Portland, Oregon at a place and time agreed upon by the Members or, failing agreement, selected by the arbitrators.

(b) Any arbitration shall be conducted before a panel of three (3) arbitrators who shall be compensated for their services at a rate to be determined by the AAA in the event the Members are not able to agree on their rate of compensation, but based upon hourly or daily consulting rates for the neutral arbitrator reasonably consistent with such arbitrator's normal charges for fees. Within fifteen (15) business days after notice by any Member seeking arbitration under this provision, the Member requesting arbitration shall appoint one (1) arbitrator and within fifteen (15) business days thereafter the other Member shall appoint the second arbitrator. The persons so appointed shall meet the qualification requirements set forth in Section 11.2(c) below. Within fifteen (15) business days after the appointment of the second arbitrator, the two arbitrators so chosen shall mutually agree upon the selection of the third, impartial and neutral arbitrator who must be employed in the grain industry with a minimum of five (5) years experience. In the event the arbitrators cannot agree upon the selection of the third arbitrator, the AAA rules for selection of such an arbitrator shall be followed, provided that the selection is from among such persons who meet the above-stated requirements. Notwithstanding anything to the contrary in the foregoing, for any Dispute for which the amount in controversy is less than $50,000, only one (1) arbitrator shall be used, and shall be selected by written agreement of the Members (or if agreement cannot be reached by the Members, by the AAA).

(c) Each arbitrator so appointed shall have substantial experience and familiarity with the type of business to be conducted by the Company as contemplated by the Business Purpose, limited liability companies, joint ventures, and with agreements to conduct such business similar to this Agreement.

(d) Each Member shall bear its own costs and expenses of arbitration including, but not limited to, filing fees and attorneys' fees and each Member hereby agrees to pay its pro rata share of the administrative fees of the AAA and of the compensation to be paid to the arbitrators in any such arbitration and its pro rata share of the of the costs of transcripts and other expenses of the arbitration proceedings, subject, however, to allocation of costs and expenses (excluding attorneys' fees) by the arbitrators consistent with the award.

(e) The Members shall make available to the arbitrator(s) all non-privileged books, records, schedules and other information reasonably requested by them. Such materials are to be made available to the arbitrator(s) at such times as are deemed necessary by them to make their decision as herein provided.

(f) The arbitrator(s) may conduct any pre-trial proceedings by telephonic conference call rather than by a face-to-face meeting.

(g) The arbitrator(s) shall, prior to rendering their decision on the arbitration matter, afford each Member an opportunity, both orally and in writing, to present any relevant evidence (the formal rules of evidence applicable to judicial proceedings shall not apply) and to express, orally and/or in writing that Member's point of view and arguments as to the proper determination of the arbitration matter; provided, however, that any Member submitting written material shall be required to deliver a copy of such written material to the other Member concurrently with the delivery thereof to the arbitrator(s) and such other Member shall have the opportunity to submit a written reply, a copy of which shall also be delivered to the other Member concurrently with the delivery thereof to the arbitrator(s).

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Oral arguments shall take place only at a hearing before the arbitrator(s) at which all Members are afforded a reasonable opportunity to be present and be heard.

(h) In the event of a willful default by any of the Members in appearing before the arbitrator(s) after due written notice shall have been given, the arbitrator(s) are hereby authorized to render a decision upon the testimony of the party(ies) appearing before the arbitrator(s).

(i) The arbitrator(s) shall make a decision and award resolving the dispute within forty-five (45) calendar days after the selection of the last arbitrator, or the first arbitrator if only one arbitrator is to decide the dispute; and within fifteen (15) days of the last hearing held concerning such dispute(s).

(j) Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Except in the case of Disputes in which the amount in controversy is less than $50,000, within thirty (30) days after the arbitrators make their decision and award, the arbitrators shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision and award rendered by them and deliver such documents to all Members along with a signed copy of the award. For Disputes in which the amount in controversy is less than $50,000, the arbitrator shall, within thirty (30) days after his decision and award, render only a brief opinion in support of the award.

(l) The arbitrator(s) shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a Dispute, including the award of interim or preliminary relief; provided, however, the arbitrator(s) shall not have the authority to award punitive damages.

(m) The arbitrator(s) chosen in accordance with these provisions shall not have the power to alter, amend or otherwise affect the terms of these arbitration provisions in the Agreement or any other agreement entered into between the Members, and shall take into effect to the extent possible the intentions of the Members prior to entering into such agreements.

11.3 Provisional Remedies. The procedures specified in this Article XI shall be the sole and exclusive procedures for the resolution of Disputes; provided that a Member, without prejudice to the mandatory procedures of this Article XI, may file a complaint for tolling of the statute of limitations, or seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Notwithstanding such action, the Members will continue to participate in good faith in the procedures specified in this Article XI.

11.4 Tolling Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Article are pending. The Members will take such action, if any, required to effectuate such tolling.

11.5 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. Subject to Sections 11.1, 11.2 and 11.3, each Member hereby irrevocably and unconditionally:

(a) agrees that any action, suit or proceeding by any Member arising from or relating to any Dispute shall be brought in any state or federal court of competent jurisdiction sitting in Portland, Oregon, to the exclusion of any other potential states having jurisdiction, and submits to the jurisdiction of such courts solely for such purpose;

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(b) waives any objection which it may have at any time to the laying of venue of any such litigation brought in any such court, waives any claim that any such litigation has been brought in an inconvenient forum, and waives any right to object, with respect to any such litigation brought in any such court, that such court does not have jurisdiction over such Member;

(c) consents and agrees to service of any summons, complaint or other legal process in any such litigation by registered or certified U.S. mail, postage prepaid, to such Member as set forth in Section 13.6 and consents and agrees that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law); and

(d) waives the right to trial by jury in connection with any Dispute.

ARTICLE XII
REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Representations and Warranties. Each Member represents and warrants to the other Member that:

(a) it is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation;

(b) it is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement;

(c) it has full power, authority and legal right to enter into and perform its obligations under this Agreement;

(d) neither the execution, delivery, and performance of this Agreement, nor the consummation by it of the transactions contemplated by this Agreement, will:

(i) conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to it;

(ii) conflict with, violate, result in a breach of, or constitute a default under any terms, conditions, or provisions of its articles of incorporation, bylaws, or operating agreement, or of any material agreement or instrument to which it is a party or by which it is or may be bound or to which any of its material properties or assets is subject;

(iii) conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization or approval under any indenture, mortgage, lease agreement, or instrument to which it is a party or by which it may be bound; or

(iv) result in the creation or imposition of any lien upon any of its material properties or assets;

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(e) any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by it of this Agreement or its consummation of any transaction contemplated by this Agreement has been completed, made or obtained on or before the effective date of this Agreement;

(f) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against or affecting it or any of its properties, assets, or businesses in any court or before or by any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined could) reasonably be expected to materially impair its ability to perform its obligations under this Agreement or to have a material adverse effect on its financial condition, and it has not received any currently effective notice of any default, under any applicable order, writ, injunction, decree permit, determination, or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair its ability to perform its obligations under this Agreement or to have a material adverse effect on its financial condition;

(g) neither it nor any of its Affiliates is, nor will the Company as a result of it holding an interest in the Company be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940; and

(h) it is acquiring its interest in the Company based upon its own investigation, and the exercise by it of its rights and the performance of its obligations under this Agreement will be based upon its own investigation, analysis and expertise, and its interest in the Company is being made for its own account for investment, and not with a view to its sale or distribution.

12.2 Covenants. Each Member covenants that it shall:

(a) except as otherwise is provided in this Agreement, not (i) sell, assign, transfer, mortgage, encumber or dispose of any part of its Interest, or (ii) consent to the imposition or permit to exist any lien or charge upon all or any portion of its Interest, except for liens in favor of the other Member under this Agreement and liens for taxes which either are not yet due or are being contested in good faith by appropriate proceedings;

(b) cause to be executed and delivered such instruments as the other Member or the Mangers reasonably requests in order to carry out the Company's purposes or to give effect to the terms of this Agreement; and

(c) assist the Company in preparing any tax returns which Company is responsible for preparing, cooperate fully in preparing for any audits of or disputes with taxing governmental authorities relating to the transaction set forth in this Agreement, and make available to the Company and other Member(s) such reasonably requested information, records and documentation relating to and necessary to prepare tax returns or respond to audit requests.

ARTICLE XIII
MISCELLANEOUS

13.1 Related Party Transactions. Any contract, commitment or understanding between the Company and any Member or an Affiliate ("Related Party Transactions"), shall be on terms and

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conditions that are as competitive as would be found in a similar contract, commitment or understanding entered into by unrelated third parties on an arms-length basis.

13.2 Additional Members. Additional Members may be admitted to the Company only upon the written consent of all Members and upon such terms and conditions as such consent may specify.

13.3 Title to Assets. Title to all assets acquired by the Company shall be held in the name of the Company. Except to the extent provided or contemplated in this Agreement, no Member shall individually have any ownership interest of rights in the Property or any other assets of the Company, except indirectly by virtue of such Member's ownership of an Interest. No Member shall have any right to seek or obtain a partition of the Property or other assets of the Company, nor shall any Member have the right to any specific assets of the Company upon the liquidation of or any distribution from the Company. [Revised b/c much of property is leased to the Company]

13.4 Nature of Interest in the Company. A Member's Interest shall be personal property for all purposes.

13.5 Organizational Expenses. The Company shall pay all organization expenses incurred in connection with the creation and formation of the Company. Such expenses may be paid directly by the Company or may be reimbursed by the Company to the Members.

13.6 Notices. Except for the Notices required by Sections 5.5 and 6.6 which shall be governed by those Sections, any notice, demand, request, call, offer or other communication required or permitted to be given by this Agreement shall be sufficient if in writing and if hand delivered or sent by overnight mail or facsimile to the address and representative of the Member as follows:

Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391-2399
Attention: US NAGO BU Leader
Fax: (952) 742-7242

Louis Dreyfus Corporation
20 Westport Road
Wilton, CT 06897
Attention: Kevin Kaufman
Fax : (203) 761-4631

or to such other address(es) or representative(s) as either Member may designate to the other Member in writing. All mailed notices shall be deemed to be given when deposited in the United States mail, postage prepaid.

13.7 Waiver of Default. No consent or waiver, express or implied, by the Company or a Member with respect to any breach or default by another Member hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default by such Member of the same provision or any other provision of this Agreement. Failure on the part of the Company or a Member to complain of any act or failure to act of another Member or to declare such other Member in default shall not be deemed or constitute a waiver by the Company or the Member of any rights hereunder.

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13.8 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company.

13.9 Integration. This Agreement, together with the Certificate of Formation, contains the entire Agreement between the Members, in such capacity, relative to the formation, operation and continuation of the Company, and this Agreement shall not be altered, modified or changed except by a written document duly executed by the Members at the time of such alteration, modification or change.

13.10 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

13.11 Binding Agreement. Subject to the restrictions on the disposition of Interests herein contained, the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, personal representatives, successors and permitted assigns.

13.12 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one (1) agreement that is binding upon the Members, notwithstanding that all Members are not signatories to the same counterpart.

13.14 Limitation of Damages. In no event shall either Member be liable for the punitive, incidental or consequential damages, or loss of profit, suffered by the other Member except to the extent any such damage or loss arises pursuant to Section 6.5.

13.15 Governing Law. Except as otherwise specifically provided herein, this Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to the choice of law principles of the State of Delaware that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, LDC and Cargill have caused this Agreement to be duly executed as of the date first written above.

MEMBERS:

CARGILL, INCORPORATED

By: _____

Name: DON VOGT

Its: V.P

LOUIS DREYFUS CORPORATION

By: _____

Name: Kevin Kaufman

Its: Senior V.P.

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EXHIBIT 2.4

List of Facility Lease Agreements

(1) Lease Agreement between Cargill, Incorporated and CLD Pacific Grain, LLC dated as of December 3, 2001.

(2) Lease Agreement between Louis Dreyfus Corporation and CLD Pacific Grain, LLC dated as of December 3, 2001.

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EXHIBIT 2.9

Form of Services Agreement

SERVICES AGREEMENT

This Services Agreement ("Agreement") dated as of _____ between _____ ("Provider"), a _____ corporation having an office at _____ and **CLD PACIFIC GRAIN, LLC** ("CLD"), a Delaware limited liability company having an office at 222 S.W. Columbia, Suite 1133, Portland, Oregon 97201. Each of Provider and CLD may be referred to as a "Party" and together as the "Parties".

RECITALS

A. Pursuant to a Limited Liability Company Agreement dated as of December 3, 2001 (the "LLC Agreement"), Louis Dreyfus Corporation ("LDC") and Cargill, Incorporated ("Cargill") have formed CLD, in which they each have a 50 percent ownership interest and, pursuant to Facility Lease Agreements (as defined in the LLC Agreement) dated as of December 3, 2001, Cargill and LDC have leased (or subleased) to CLD certain of their elevator facilities in Oregon, Washington and Idaho (the "PNW Facilities"), which CLD will operate for the purpose of originating, merchandising, storing, drying, handling, cleaning, elevating and transporting grain, primarily wheat and barley, in accordance with as as more specifically set forth in the LLC Agreement (the "Business").

B. CLD wishes Provider, and Provider is willing, to provide to CLD certain administrative, support and other services (as further described below, the "Services") in connection with the operation of CLD and the Business.

AGREEMENTS

CLD and Provider agree as follows:

1. Services.

(a) Subject to the terms of this Agreement, Provider shall provide the Services set forth on each Schedule of Services, the form of which is attached as Exhibit A. Each Schedule of Services shall describe the Services to be provided by Provider and shall make reference to this Agreement. A Schedule of Services shall be binding upon the Parties only upon having been executed by both Parties. Each Schedule of Services executed by the Parties shall be governed by this Agreement. Any conflict between the terms of this Agreement and the terms set forth in a Schedule of Services shall be resolved in favor of the terms set forth in the Schedule of Services.

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(b) With CLD's consent, which may not be unreasonably withheld, Provider may enter into arrangements with any of Provider's affiliates for the performance of the Services to be provided by Provider under this Agreement. The Services shall be provided to CLD at such locations as may be mutually determined by the Parties. Provider shall be responsible for obtaining (at its own cost) any licenses, permits or other approvals which may be necessary for Provider or any of its employees or affiliates to provide the Services.

2. Provider's Standard of Conduct. In providing the Services, Provider shall use commercially reasonable efforts, shall act in good faith, shall act in accordance with normal business practices and shall act in accordance with CLD's established policies.

3. Compensation for Services. Provider shall be compensated for the Services provided to CLD under this Agreement as set forth in each Schedule of Services. Provider shall be free to increase or decrease the number of its employees and otherwise to incur expenses as it deems necessary in providing the Services and in accordance with the standard set forth in Section 2 of this Agreement; provided, however, that any such action by Provider shall not increase the fees for Services unles mutually agreed by the Parties.

4 Payment for Services. Except as may otherwise be provided in each Schedule of Services, as soon as practicable at the end of each month Provider shall submit invoices for Services rendered to CLD during that month including, when required, all sales, use, excise or similar taxes which may be applicable to the Services. All invoices shall describe in reasonable detail the Services provided during the month and shall be due and payable twenty (20) days after the date of issue. CLD shall pay all undisputed amounts on each invoice, but shall be entitled to withhold payment of any amount in dispute and shall promptly notify Provider of the dispute. CLD shall promptly provide Provider with records relating to the disputed amount so as to enable the Parties to resolve the dispute and, to the extent Provider is entitled to any amounts withheld by CLD as determined by the resolution of any such dispute, the withheld amount shall be due and payable on the last day of the month in which the dispute is resolved together with interest calculated from the original due date. CLD shall pay interest on all overdue amounts at a floating rate that is equal to the lower of (i) two percent above the base rate on corporate loans at U.S. money center commercial banks as reported in *The Wall Street Journal* and (ii) the highest lawful rate.

5. Relationship Among the Parties. Provider in rendering Services under this Agreement is acting as an independent contractor. As such, Provider or, if applicable, its affiliates, shall, at all times, remain the sole employer of the employees providing Services and shall be responsible for the overall control and management of those employees, including evaluation, discipline and termination of those employees. Nothing contained in this Agreement shall be construed as granting Provider or any of its employees any rights to future employment with, or compensation or benefits from, CLD, or rights under any employee benefit plan of CLD. Provider shall be responsible for the compensation, benefits, insurance (including workers' compensation), taxes, FICA and expenses (business or otherwise) paid to, or on behalf, of the employees providing Services. Nothing in this Agreement and no actions of the Parties under this Agreement shall be construed such that (a) Provider or the employees or affiliates providing Services shall be or be deemed to be an employee, servant or agent of CLD or (b) any

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partnership, joint venture or agency relationship shall be created or be deemed to be created and neither CLD nor any of the employees or affiliates providing Services shall represent that it has or is in any such relationship with CLD. Other than as specifically provided in this Agreement, nothing in this Agreement shall confer on Provider or any of its employees, affiliates, agents or representatives any authority to obligate or make any contractual commitments whatsoever on behalf of CLD.

6. Non-Exclusivity. CLD acknowledges that Provider has other commercial activities and that Provider will allocate its resources between the provision of Services under this Agreement and those other commercial activities according to its best commercial judgment, which in no event shall be less than commercially reasonable judgment. Nothing in this Agreement shall be construed as requiring Provider to devote its resources exclusively to performing Services under this Agreement.

7. Compliance With Laws. CLD shall use the Services only in accordance with all applicable federal, state and local laws and regulations and the reasonable requirements of Provider. Provider reserves the right to take all actions, including termination of any particular Services, that Provider reasonably believes to be necessary to assure compliance with applicable laws, regulations and tariffs. In performing the Services, Provider shall comply with all applicable federal, state and local laws, rules and regulations, as well as the reasonable requirements of CLD.

8. Indemnities.

(a) Each of the Parties will hold harmless the other Party and the other Party's affiliates and its directors, officers, partners, employees, servants, agents, and consultants and successors and permitted assigns of any of the foregoing from and against any and all losses, costs, liabilities, claims, demands, actions, suits and proceedings and expenses (including without limitation reasonable attorneys' fees and expenses and any and all expenses incurred in investigating, preparing or defending against any action, claim or proceeding, commenced, threatened or pending) ("Damages") which result from (i) any act or omission by the indemnifying Party (or with respect to Provider, any act or omission of Provider's affiliates) or any director, officer, employee, agent, consultant or representative of the indemnifying Party (or with respect to Provider, of its affiliates) that is outside the scope of or in breach of the terms of this Agreement, and/or (ii) the failure of that indemnifying Party (or with respect to Provider, the failure by Provider's affiliates) or any director, officer, employee, agent, consultant or representative of the indemnifying Party (or with respect ot Provider, of its affiliates) to perform its obligations under this Agreement, except to the extent that the Damages result from the other Party's negligence, bad faith or willful misconduct. The amount of any claim made by one Party against the other under this Section 8 shall be reduced by the amount of proceeds of any insurance for the benefit of the Party seeking indemnification that is paid on account of the claim for which indemnification is required. The rights and obligations of the Parties under this Section 8(a) will survive the termination of this Agreement.

(b) Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against all liabilities, costs, expenses and damages (collectively, "Loss") incurred by the Indemnified Party arising from the death or personal injury

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of the Indemnified Party's employees, agents or representatives or damage to the Indemnified Party's property, to the extent that any such Loss is caused by Indemnifying Party's negligent act or omission or willful misconduct.

(c) Any indemnification that is required to be paid by one of the Parties pursuant to Sections 8(a) or 8(b) shall be paid within thirty (30) days after demand for the payment, accompanied by evidence of the computation of the amount demanded, has been given by the other Party, except to the extent of any dispute between the Parties with respect to such indemnification, in which event such indemnification, if any, will be paid within thirty (30) days of resolution of such dispute.

9. Representations, Warranties and Covenants. In addition to any other representations, warranties and covenants in this Agreement, each of the Parties (a) represents and warrants that it has full power, authority and legal right to enter into and perform its obligations under this Agreement, and (b) will:

(i) promptly notify the other Party of all matters that come to its attention that relate to the performance of this Agreement; and

(ii) cause to be executed and delivered such instruments as the other Party reasonably requests in order to give effect to the terms of this Agreement.

Further, Provider represents and warrants the following:

(i) Provider has the capability, experience, and means necessary to perform the Services contemplated by this Agreement. Provider shall perform the Services using appropriate skill and attention. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.

(ii) Provider shall provide the Services with properly trained and informed personnel. Provider shall be solely responsible for the acts and omissions of its employees, permitted affiliates and agents and for any other person performing Services under this Agreement at the direct request of Provider.

10. Right of Supervision and Inspection. In the performance of the Services required by this Agreement, Provider is an independent contractor with full authority to direct and control the performance of the details of the Services. However, the quality of the Services must meet the approval of CLD and are subject to CLD's general rights of inspection to ensure satisfactory completion.

11. Nondisclosure. The Nondisclosure Provisions attached as Exhibit B are incorporated into this Agreement as if fully set forth herein.

12. Excuse.

If either Party is unable in whole or in part by reason of any cause not reasonably

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within its control to perform any of its obligations under this Agreement when such performance is due (other than the obligation to pay when due all amounts that are owed to the other, which shall not be excused), then upon that Party's giving notice describing that cause and if that Party uses its commercially reasonable best efforts to remedy the cause of the excuse as promptly as possible (i) that obligation shall be excused, but only to the extent of such inability and during the continuance of such inability, (ii) the Party affected shall be excused from any liability for any failure to perform such obligation to the extent so excused and (iii) the other Party shall be excused from any corresponding obligation to the appropriate extent.

13. Term and Termination.

(a) This Agreement shall remain in effect for a period which is coextensive with the term of the LLC Agreement and shall terminate when the LLC Agreement terminates unless this Agreement is earlier terminated either (i) by written notice given by the nondefaulting Party to the defaulting Party that the defaulting Party has failed to perform its obligations under this Agreement for at least thirty (30) days after notice of that failure to perform was given to the defaulting Party by the nondefaulting Party, (ii) by CLD on sixty (60) days written notice, or (iii) by Provider on six (6) months written notice.

(b) Upon termination of this Agreement, all of the obligations of each of the Parties under this Agreement shall terminate except (i) the Parties shall remain liable for any obligation or provision under this Agreement which has accrued prior to termination, and/or which expressly or by implication is intended to survive termination of this Agreement and (ii) each Party shall remain liable for the obligation to pay when due all amounts owed to the other.

(c) The non-disclosure and non-use provisions of Exhibit B shall terminate two (2) years following the termination of this Services Agreement or termination of the Limited Liability Company Agreement between Cargill, Incorporated and Lois Dreyfus Corporation, which ever terminates later.

14. Assignment. This Agreement shall inure to the benefit of and be fully binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

15. Claims and Litigation. Each Party shall notify the other Party of any significant claim, demand, right or cause of action asserted, threatened or instituted against either Party which may affect in a material way the performance of this Agreement. Any negotiations or litigation of any such claim, demand, right or cause of action shall be conducted by the Party against which such claim, demand, right or cause of action is asserted, threatened or instituted, with the other Party having the right to be reasonably advised as to the status of and to participate in such negotiations or litigation if its interests under this Agreement are involved. If a Party (the "Indemnitee") desires to settle a claim that has been made against it and for which it may be entitled to indemnification by the other party (the "Indemnitor") under Section 8 ("Indemnification"), then the Indemnitee shall notify the Indemnitor in writing (the "Settlement Notice") of the terms on which the Indemnitee desires to settle the claim (the "Settlement

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Terms") and that it intends to seek Indemnification. If the Indemnitee provides the Settlement Notice to the Indemnitor, unless the Indemnitor notifies the Indemnitee within fifteen (15) business days after the Indemnitor receives the Settlement Notice that the Indemnitor objects to the making of the settlement on the Settlement Terms, the Indemnitee may settle the claim on the Settlement Terms and shall be entitled to Indemnification in accordance with and subject to the terms of this Agreement. If the Indemnitor notifies the Indemnitee that the Indemnitor objects to the making of the settlement on the Settlement Terms, then the Indemnitor shall assume the defense and pay the entire amount, if any, that is recovered on account of the claim. If the Indemnitor so assumes the defense and is successful in reducing the amount of the claim (whether by litigation or settlement) to an amount that is less than that payable under the Settlement Terms, then the Indemnitee shall reimburse the Indemnitor for the lesser of (i) all legal fees and expenses that were incurred by the Indemnitor in reducing the claim and (ii) the amount of the reduction.

16. Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOVEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. In no event shall either Party be liable to the other Party for any indirect (including without limitation lost profits or loss of business opportunity), incidental, consequential or punitive damages resulting from the Services or from any breach of this Agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement or which either Party elects to give, shall be in writing and, except as otherwise specifically provided, shall be either delivered personally or sent by independent courier or express delivery service or by electronic facsimile transmission to the other Party at the address indicated below (or to such other address as the Party designates for itself by notice given in accordance with this Section 16). All notices shall be deemed given (a) upon delivery, if personally delivered or (b) three (3) days after being dispatched with the independent courier or express delivery service or (c) upon the effective sending of an electronic facsimile transmission.

If to Provider:

_____
_____
_____
Attention:_____
Facsimile No: (___) _____
Telephone No: (___) _____

If to CLD:

CLD Pacific Grain, LLC
222 S.W. Columbia
Suite 1133
Portland, Oregon 97201

Attention: General Manager
Facsimile No: (___) _____
Telephone No: (___) _____

18. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

19. Governing Law. This Agreement shall be governed by and construed, and performance thereof shall be determined, in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law provisions thereof.

20. Dispute Resolution. All disputes arising under this Lease will be resolved by the parties through the dispute resolution procedures described on Exhibit C attached hereto and incorporated herein by this reference.

21. Records and Reports. Provider will maintain the records relating to the Services separate from the records that it otherwise maintains, and shall maintain the records relating to CLD and the Services in strictest confidence, and in accordance with the Nondisclosure Provisions attached as Exhibit B. Provider will provide CLD with such reports and information concerning the Services which CLD reasonably requests.

22. Antitrust Compliance. CLD and Provider shall fully abide by all relevant antitrust laws, rules and regulations which may govern the operation of CLD and CLD's relationship with Provider under this Agreement. CLD and Provider shall establish an antitrust training program to ensure that their employees are made aware of relevant antitrust laws. In addition, CLD and Provider will implement operating principles and/or communication guidelines related to the provision of Services designed to comply with all relevant antitrust laws, rules and regulations.

23. Further Assurances. Each Party agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law or reasonably requested by the other Party to carry out and effect the intent and purpose of this Agreement.

24. Nonwaiver. The failure or delay of a Party to insist upon strict performance of any of the provisions of this Agreement, to exercise any rights or remedies provided under this Agreement or by law, or to notify the other Party in the event of breach or default under this Agreement, shall not release or relieve such other Party from any of its obligations under this Agreement and shall not be deemed a waiver of any right to insist upon strict performance of this Agreement or any of the rights or remedies under this Agreement, nor shall any purported modification or rescission of this Agreement operate as a waiver of any of the provisions of this Agreement.

25. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is

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intended to confer upon any party, other than the Parties and their respective permitted successor and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

26. Entire Agreement; Amendment. This Agreement (a) constitutes the entire agreement between the parties with respect to the the subject matter hereof and supersedes any prior oral or written agreement or representation by or between the Parties, and (b) may be amended only by an instrument in writing executed by both of the Parties.

27. Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall constitute one original agreement.

IN WITNESS WHEREOF, CLD and Provider each has caused this Agreement to be executed by its duly authorized officer.

_____

By: _____
Name:
Title:

CLD PACIFIC GRAIN, LLC

By: _____
Name:
Title:

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EXHIBIT A

FORM OF SCHEDULE OF SERVICES

Date:_____

This SCHEDULE OF SERVICES is issued pursuant to the Services Agreement dated as of_____ between **CLD PACIFIC GRAIN, LLC** ("CLD") and _____ ("Provider") which is hereby incorporated into this Schedule of Services by reference.

I. Description of Services. Provider shall perform the following Services for CLD:

II. Compensation.

III. Special Provisions.

CLD PACIFIC GRAIN, LLC _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

CARG002991

EXHIBIT B

NONDISCLOSURE AND I.P. OWNERSHIP PROVISIONS

Confidentiality. During the term of this Services Agreement, CLD and Provider may exchange certain Confidential Information with one another. "Confidential Information" shall mean all information owned by or in possession of either CLD or the Provider, that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, inventions, trade secrets, know-how and information relating to the customers, business plans, promotional and market activities, finances and other business affairs of such party) that is disclosed by a party, (the "Disclosing Party") to the other party (the "Receiving Party") in furtherance of this Services Agreement.

Non-Disclosure and Non-Use. The Receiving Party agrees to treat as secret and hold in strict confidence all Confidential Information it receives from the Disclosing Party under this Services Agreement. The Receiving Party agrees that it will not disclose any Confidential Information to any third party without the prior written permission of the Disclosing Party (or as otherwise specifically provided in this Agreement), however, in the case of disclosure by CLD to the CLD Member that is not the Provider under this Services Agreement oral permission is sufficient). The Receiving Party also agrees that it will only use the Confidential Information received under this Services Agreement as specifically provided herein and in furtherance of this Agreement. The Receiving Party agrees that only its employees with a bona fide need to know, and who have signed the Appendix To Nondisclosure Provisions, shall be provided access to the Confidential Information of the Disclosing Party. In the event the Receiving Party is required by court order, or by law or legal process, to disclose Confidential Information of the Disclosing Party, the Receiving Party shall inform the Disclosing Party in writing prior to making such disclosure to provide sufficient time to request a protective order or other appropriate measure, and the Receiving Party will disclose only such information that is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

Exclusions to Confidential Information. Confidential Information shall not include information that (a) was in the public domain, in its entirety in a unified form, at the time of disclosure to the Receiving Party; (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party; (c) becomes part of the public domain after the date of disclosure by the Disclosing Party through no fault of the Receiving Party; or, (d) is disclosed by a third party to the Receiving Party after the date of disclosure by the Disclosing Party, where the third party did not require the Receiving Party to hold such information in confidence and did not acquire such information directly or indirectly from the Disclosing Party;

Ownership. Except as otherwise specifically provided in this Services Agreement, all rights to Confidential Information, trade secrets, know-how, inventions, patents, patents pending, copyrights, trademarks, and tradenames (hereinafter, "Intellectual Property") owned by Provider shall be fully retained by Provider and no rights or licenses are provided to CLD. In the event that any Intellectual Property based upon Provider's Intellectual Property is created under this Services Agreement, the new Intellectual Property shall be owned by Provider with a non-exclusive, royalty-free, non-transferrable, perpetual, worldwide license being granted to CLD for use of the new Intellectual Property consistent with the Business Purpose.

1.

CARG002992

APPENDIX TO NONDISCLOSURE PROVISIONS

EMPLOYEE AND AFFILIATE ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, hereby acknowledge that I have received and read the Nondisclosure and I.P. Provisions of the Services Agreement dated _____ between _____ and CLD Pacific Grain, LLC ("CLD"), and that I understand all of the provisions thereof. I further acknowledge that I may receive Confidential Information (as defined in the Nondisclosure Provisions), and my receipt of that Confidential Information is conditioned upon my execution of this Acknowledgement and Agreement. By signing below, I agree to abide by the terms of the Services Agreement.

Date:_____

_____
Company

_____
Signature

_____
Print Name

CARG002993

EXHIBIT C

Dispute Resolution

1. **Mediation.** If a dispute or disagreement arising out of, or relating to, the formation, interpretation, performance or breach of this Lease or any amendment hereto, exists (a "Dispute"), either party may require the other party to submit the reasons for its position, in writing, and to then enter into good faith negotiations to attempt to resolve the Dispute. If such Dispute cannot be settled by good faith negotiation among the parties within thirty (30) days, either party may require that the Dispute be submitted in writing for resolution to senior management representative of both parties ("Senior Representative"). If such Dispute is not resolved within sixty (60) days of having been submitted to the Senior Representatives, either party may require that the Dispute be resolved in accordance with Section 2 hereinbelow. All negotiations and written statements pursuant to this Exhibit F are confidential and shall be treated as compromise and settlement negotiations for purposes of the U.S. Federal Rules of Evidence and state rules of evidence. If the parties reach agreement pertaining to any Dispute pursuant to the procedures set forth in this Exhibit F, such agreement shall be reduced to writing, signed by the parties and shall be final and binding upon them.

2. **Arbitration.**

(a) If the Dispute cannot be resolved as a result of the negotiations generally described in in Section 1 hereinabove above or within such additional time frame as the parties may mutually agree to, the Dispute shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"); provided, however, that if such rules are inconsistent with any of the provisions of this Agreement, the terms and conditions of this Agreement shall control. Any such arbitration shall be conducted in Portland, Oregon at a place and time agreed upon by the parties or, failing agreement, selected by the arbitrators.

(b) Any arbitration shall be conducted before a panel of three (3) arbitrators who shall be compensated for their services at a rate to be determined by the AAA in the event the partiesare not able to agree on their rate of compensation, but based upon hourly or daily consulting rates for the neutral arbitrator reasonably consistent with such arbitrator's normal charges for fees. Within fifteen (15) business days after notice by any party seeking arbitration under this provision, the party requesting arbitration shall appoint one (1) arbitrator and within fifteen (15) business days thereafter the other party shall appoint the second arbitrator. The persons so appointed shall meet the qualification requirements set forth in Section 2(c) hereinbelow. Within fifteen (15) business days after the appointment of the second arbitrator, the two arbitrators so chosen shall mutually agree upon the selection of the third, impartial and neutral arbitrator who must have knowledge of lease agreements similar to the Lease. In the event the arbitrators cannot agree upon the selection of the third arbitrator, the AAA rules for selection of such an arbitrator shall be followed, provided that the selection is from among such persons who meet the above-stated requirements. Notwithstanding anything to the contrary in the foregoing, for any Dispute for which the amount in controversy is less than $50,000, only

CARG002994

one (1) arbitrator shall be used, and shall be selected by written agreement of the parties(or if agreement cannot be reached by the parties, by the AAA).

(c) Each arbitrator so appointed shall have substantial experience and familiarity with the type of business to be conducted by the Company as contemplated by the Business Purpose and lease agreements similar to the Lease.

(d) Each party shall bear its own costs and expenses of arbitration including, but not limited to, filing fees and attorneys' fees and each party hereby agrees to pay its pro rata share of the administrative fees of the AAA and of the compensation to be paid to the arbitrators in any such arbitration and its pro rata share of the of the costs of transcripts and other expenses of the arbitration proceedings, subject, however, to allocation of costs and expenses (excluding attorneys' fees) by the arbitrators consistent with the award.

(e) The partiesshall make available to the arbitrator(s) all non-privileged books, records, schedules and other information reasonably requested by them. Such materials are to be made available to the arbitrator(s) at such times as are deemed necessary by them to make their decision as herein provided.

(f) The arbitrator(s) may conduct any pre-trial proceedings by telephonic conference call rather than by a face-to-face meeting.

(g) The arbitrator(s) shall, prior to rendering their decision on the arbitration matter, afford each party an opportunity, both orally and in writing, to present any relevant evidence (the formal rules of evidence applicable to judicial proceedings shall not apply) and to express, orally and/or in writing that party's point of view and arguments as to the proper determination of the arbitration matter; provided, however, that any party submitting written material shall be required to deliver a copy of such written material to the other party concurrently with the delivery thereof to the arbitrator(s) and such other party shall have the opportunity to submit a written reply, a copy of which shall also be delivered to the other party concurrently with the delivery thereof to the arbitrator(s). Oral arguments shall take place only at a hearing before the arbitrator(s) at which all parties are afforded a reasonable opportunity to be present and be heard.

(h) In the event of a willful default by any of the parties in appearing before the arbitrator(s) after due written notice shall have been given, the arbitrator(s) are hereby authorized to render a decision upon the testimony of the party(ies) appearing before the arbitrator(s).

(i) The arbitrator(s) shall make a decision and award resolving the dispute within forty-five (45) calendar days after the selection of the last arbitrator, or the first arbitrator if only one arbitrator is to decide the dispute; and within fifteen (15) days of the last hearing held concerning such dispute(s).

(j) Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

CARG002995

(k) Except in the case of Disputes in which the amount in controversy is less than $50,000, within thirty (30) days after the arbitrators make their decision and award, the arbitrators shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision and award rendered by them and deliver such documents to all parties along with a signed copy of the award. For Disputes in which the amount in controversy is less than $50,000, the arbitrator shall, within thirty (30) days after his decision and award, render only a brief opinion in support of the award.

(l) The arbitrator(s) shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a Dispute, including the award of interim or preliminary relief; provided, however, the arbitrator(s) shall not have the authority to award punitive damages.

(m) The arbitrator(s) chosen in accordance with these provisions shall not have the power to alter, amend or otherwise affect the terms of these arbitration provisions in this Lease or any other agreement entered into between the parties, and shall take into effect to the extent possible the intentions of the parties prior to entering into such agreements.

3. Provisional Remedies. The procedures specified in this Exhibit shall be the sole and exclusive procedures for the resolution of Disputes; provided a party, without prejudice to the mandatory procedures of this Exhibit, may file a complaint for tolling of the statute of limitations, or seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Notwithstanding such action, the parties will continue to participate in good faith in the procedures specified in this Exhibit.

4. Tolling Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Exhibit are in process. The parties will take such action, if any, required to effectuate such tolling.

5. Consent to Jurisdiction; Service of Process. SUBJECT TO SECTIONS A AND B SET FORTH HEREINABOVE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(a) AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY EITHER PARTY ARISING FROM OR RELATING TO ANY DISPUTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE STATE OF OREGON, TO THE EXCLUSION OF ANY OTHER POTENTIAL STATES HAVING JURISDICTION, AND SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY FOR SUCH PURPOSE;

(b) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVES ANY RIGHT TO

CARG002996

OBJECT, WITH RESPECT TO ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY; AND

(c) CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS FOR NOTICES SET FORTH IN THE LEASE, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

CARG002997

EXHIBIT 3.1

Initial Capital Contributions of Members

CARGILL MEMBER:

Cash: USD$7,500,000.00

LDC MEMBER:

Cash: USD$7,500,000.00

CARG002998

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→ Chron P

Oregon
John A. Kitzhaber, M.D. Governor

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

June 9, 1998

CARGILL INC
800 NORTH RIVER ST
PORTLAND OR 97227

Re: AQ-Multnomah Co.
Cargill Inc.
File No. 26-2003
NC # 016953

Attention: Gene Loffler,
Superintendent

The Department received the above referenced Notice of Construction (NC) on May 28, 1998 for a grain cleaning system. The application appears complete and a cursory review indicates that the proposed project will result in reduced emissions.

OAR 340-028-0020(4)(a) states that if within 60 days of receipt of a completed Notice of Construction, the Director determines the proposed construction is not in accordance with applicable statutes, rules, regulations and orders, the Director shall issue an order prohibiting the construction, installation or establishment of the air contamination source. Failure to issue such an order within the time prescribed shall be considered a determination that the proposed construction, installation, or establishment may proceed, provided that it is in accordance with plans and specifications, and Department rules.

It is unlikely that the Department would complete a detailed evaluation of the proposed construction within 60 days of receipt of your completed application. Failing to respond to your application within the 60 days would result in automatic approval. Rather than delay the proposed project, the Department hereby grants approval to proceed with construction/installation and operation of the proposed facility. This approval does not relieve the owner of the obligation of complying with applicable emission standards, permit conditions, orders, or to obtain required local, state and other permits. Nor does the approval preclude the Department from imposing additional limitations and/or conditions of operation at some point in the future.

Please submit the enclosed Notice of Construction Completion form within 30 days of the completion of the proposed construction.

If the Department can be of assistance, or if there are any questions, please contact me at 229-5570.

Sincerely,

Jim Broad
Environmental Engineer
Northwest Region

Enclosure
cc: Air Quality Division, DEQ

CARGILL INC
PO BOX 5624
MINNEAPOLIS MN 55440 5624

Irving 0114.PDF

RECEIVED
OCT 10 1997
EHS DEPT.

ENVIRONMENTAL ACTIVITY REPORT

INSTRUCTIONS: An Environmental Activity Report (EHS-101) must be completed by all facilities and submitted to the Cargill Corporate Environmental Office within twenty-four (24) hours for any of the following occurrences:
1. Spills / releases 2. Notification of complaint 3. Agency inspection 4. Enforcement notification

DIVISION / SUBSIDIARY: CGD

PLANT LOCATION / LOCALES (City, State, Country): Portland, OR Irving Elev.

TYPE OF ENVIRONMENTAL ACTIVITY

1. SPILLS / RELEASES

DATE | TIME | ☐ SPILL / RELEASE TO: ☐ AIR ☐ WATER ☐ SOIL ☐ POTW | NAME OF RECEIVING STREAM OR BODY OF WATER

LOCATION WHERE INCIDENT OCCURRED

☐ REPORTED | To Agency | Time Reported ☐ AM ☐ PM | Did Agency respond? ☐ YES ☐ NO | Time of response? ☐ AM ☐ PM

☐ UNREPORTED | Explain Why

CARGILL EMPLOYEES INVOLVED | OUTSIDE PEOPLE INVOLVED (NON-CARGILL)

LIST OF SUBSTANCES INVOLVED | ESTIMATED AMOUNT (Pounds) | LIST OF SUBSTANCES INVOLVED | ESTIMATED AMOUNT (Pounds)

DESCRIPTION

Describe events leading to incident

PREVENTION

What corrective action has been taken to prevent a recurrence?

2. COMPLAINTS

DATE | TIME | TYPE OF COMPLAINT ☐ Employee ☐ Citizen / Community ☐ Agency | Name of Agency, if known

Nature of complaint

3. INSPECTIONS

DATE | TIME | NAME OF INSPECTING AGENCY | PURPOSE OF INSPECTION

☐ Federal ☐ State ☐ County ☐ Local | Response to a complaint? ☐ NO ☐ YES → ☐ EMPLOYEE ☐ CITIZEN ☐ OTHER AGENCY

AREA TO BE INSPECTED | NAME OF EMPLOYEE ACCOMPANYING INSPECTOR

PICTURES REQUESTED/TAKEN ☐ YES ☐ NO | TYPES OF SAMPLES | TYPE OF ANALYSIS TO BE PERFORMED | LOCATION OF ANALYSIS

SPLIT SAMPLES ☐ YES ☐ NO

4. ENFORCEMENT

DATE 10/9/97 | TIME 7:30am

Received:

☐ Notice of Violation
☐ Notice of Administrative order
☐ Compliance order
☐ Summons and complaint
☒ Notice of non-compliance
☐ Other enforcement directives

ATTACH COPY TO ENVIRONMENTAL ACTIVITY REPORT

COMPLETED BY	DATE COMPLETED	REVIEWED BY	DATE REVIEWED
[signature]	10/9/97		

EHS-101 REV 11/94 DISTRIBUTION: WHITE TO CORPORATE ENVIRONMENTAL OFFICE, CANARY TO DIVISION OPERATIONS, PINK PLANT COPY

CARG003003

September 30, 1997

Oregon

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHWEST REGION

MR GENE LOFFLER
CARGILL INCORPORATED
800 N RIVER STREET
PORTLAND OR 97227

RECEIVED
OCT 9 1997
CARGILL / IRVING

Re: AQ-Multnomah County
Cargill Incorporated
ACDP 26-2003
NOTICE OF NONCOMPLIANCE
AQ-NWR-97-101

Dear Mr. Loffler:

On September 9, 1997, I performed an inspection of the Cargill Incorporated (Cargill) Grain Terminal facility located at 800 N. River Street, Portland, Oregon, for the Oregon Department of Environmental Quality (Department). The inspection was performed to determine the facility's compliance with Oregon Air Quality regulations and Air Contaminant Discharge Permit (ACDP) No. 26-2003. During the inspection I viewed Cargill's ship loading operation where the ship, Pacific Source, was being loaded with wheat. A plume of dust was visible exiting the hold being loaded. I performed a visible emissions (VE) evaluation to establish the average opacity of the emissions. The VE evaluation was performed for a period totaling seven minutes. The maximum observed opacity, based on a 45-second average, was 68% (evaluation form attached). Opacity averaged 42% over the entire seven minute period with 0% opacity being the lowest recorded reading and 80% opacity the highest recorded reading. Pursuant to Oregon Administrative Rule (OAR) 340-030-0010(31), the visible emissions evaluation was performed in accordance with EPA Method 9 (attached) using a 30 second averaging time as required by OAR 340-030-0500 (attached).

Please be advised that OAR 340-030-0500 states, "No person owning, operating, or maintaining non-fuel burning equipment sources of emissions shall discharge into the atmosphere from any single source of emission whatsoever any air contaminant for a period or periods aggregating more than thirty (30) seconds in any one hour which is equal to or greater than 20 percent opacity." Operating an emission source which exceeds 20% opacity for more than 30 seconds in any one hour is a violation of this rule as well as Condition 2.b. of ACDP 26-2003.

John A. Kitzhaber
Governor

2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

- Airborne particulate matter may aggravate or produce symptoms of respiratory distress in some members of the population. The Department requires sources of air contaminant emissions to limit visible emissions to less than 20% opacity as a general means of limiting particulate emissions to the atmosphere as well as a means of enhancing the visible quality of our air.

Pursuant to OAR 340-12-050, the above violation is a Class I violation and is considered to be a serious violation of Oregon environmental law. Since, prior to this violation being documented, Cargill had recognized its ship loading operation as a potential problem area and had commenced construction of an emission control system to abate the associated emissions, the Department's Enforcement Section will not proceed with a formal enforcement action in this instance.

If you have any questions pertaining to this matter please contact me at 229-5571.

Sincerely,

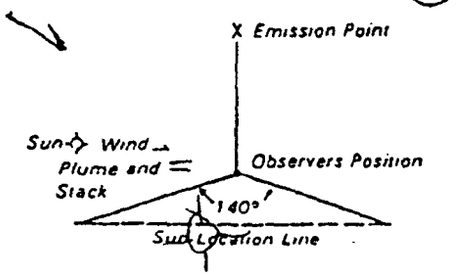
Greg Grunow
Natural Resource Specialist
Northwest Region

Attachment(s)
cc: Air Quality Division, DEQ
Terry Sylvester, DEQ AQ Div.
Enforcement Section, DEQ

Visible Emission Observation Form

SOURCE NAME	Cargill
ADDRESS	800 N. River St.
CITY	Portland
STATE	OR
ZIP	
PHONE	281-9177
SOURCE ID NUMBER	26-2003
PROCESS EQUIPMENT	Ship Loading
OPERATING MODE	Operating
CONTROL EQUIPMENT	None
OPERATING MODE	NA
DESCRIBE EMISSION POINT START	Top Of Cargo Hd STOP Same
HEIGHT ABOVE GROUND LEVEL START	10 ft STOP Same
HEIGHT RELATIVE TO OBSERVER START	10 ft STOP Same
DISTANCE FROM OBSERVER START	150 ft STOP Same
DIRECTION FROM OBSERVER START	West STOP Same
DESCRIBE EMISSIONS START	Grain Dust STOP Same
EMISSION COLOR START	Tan STOP Same
PLUME TYPE: CONTINUOUS ☑ FUGITIVE ☑ INTERMITTENT ☐	
WATER DROPLETS PRESENT: NO ☑ YES ☐	
IF WATER DROPLET PLUME: ATTACHED ☐ DETACHED ☐	
POINT IN THE PLUME AT WHICH OPACITY WAS DETERMINED START	Densest Point STOP Same
DESCRIBE BACKGROUND START	River / Bldgs. STOP Same
BACKGROUND COLOR START	Dk. Blu STOP Same
SKY CONDITIONS START	Clear STOP Same
WIND SPEED START	5-10 mph STOP Same
WIND DIRECTION START	SSW STOP Same
AMBIENT TEMP START	75 STOP Same
WET BULB TEMP.	
RH.percent	

Source Layout Sketch — Draw North Arrow



OBSERVATION DATE	START TIME	STOP TIME
09/09/97	1021	1038

SEC / MIN	0	15	30	45	SEC / MIN	0	15	30	45
1	50	15	40	60	31				
2	20	50	70	70	32				
3	40	40	60	75	33		72% Average (30 sec.)		
4	60	50	60	80	34		68.3% (45 sec.)		
5	60	55	65	60	35				
6	45	20	25	15	36				
7	5	0	0	0	37				
8					38				
9					39				
10					40				
11					41				
12					42				
13					43				
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15					45				
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21					51				
22					52				
23					53				
24					54				
25					55				
26					56				
27					57				
28					58				
29					59				
30					60				

AVERAGE OPACITY FOR HIGHEST PERIOD	68.3%
NUMBER OF READINGS ABOVE 20 % WERE	21
RANGE OF OPACITY READINGS MINIMUM	0
MAXIMUM	80
OBSERVER'S NAME (PRINT)	Greg Grunau
OBSERVER'S SIGNATURE	Greg Grunau
DATE	09/09/97
ORGANIZATION	ODEQ
CERTIFIED BY	ODEQ
DATE (Exp)	10/09/97
VERIFIED BY	Bob Jones
DATE	04/10/97

COMMENTS

I HAVE RECEIVED A COPY OF THESE OPACITY OBSERVATIONS
SIGNATURE
TITLE DATE

CARG003006

Irving 0115.PDF

Oregon

AUG 07 1995

CARGILL INC
PO BOX 5624
MINNEAPOLIS MN 55440-5624

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Re: ACDP RE-ISSUANCE
CHANGE OF NAME
Permit No. 26-2003

Based on your application for a change of name, enclosed is a permit that has been re-issued to:

CARGILL, INCORPORATED

The permit was formerly issued to:

BUNGE CORPORATION.

This re-issued permit became effective when it was signed by the Air Quality Manager. It has been issued pursuant to Oregon Administrative Rules, Chapter 340, Divisions 14 and 28.

If you have administrative questions or comments, please contact Johnny Baumgartner at (503) 229-5582 within the next twenty days. If you have technical questions, call Greg Grunow at (503) 229-5571. Our toll-free number is 1-800-452-4011.

Sincerely,

Greg Grunow
Acting Air Quality Manager
Northwest Region

GGG:jdb

Enclosure

cc: Terri Sylvester/AQ
EPA - Region X
Greg Grunow/NWR

John A. Kitzhaber
Governor

2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

CARG003008

CARG003009

Permit No.: 26-2003
Expiration Date: 7/1/97
Page 1 of 1 Pages

AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5263

Issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Cargill, Incorporated
PO Box 5624
Minneapolis, MN 55440-5624

PLANT SITE LOCATION:

800 N. River Street
Portland, OR 97227

INFORMATION RELIED UPON:

Application No.: 015136

Date Received: 7/20/95

THIS PERMIT PREVIOUSLY ISSUED TO:

Bunge Corporation

LAND USE COMPATIBILITY STATEMENT:

From: City of Portland

Dated: 4/28/92

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Ed Druback, Northwest Region Air Quality Manager — 08/07/95 Dated

---

ADDENDUM NO. 2

In accordance with OAR 340-14-040, Air Contaminant Discharge Permit No. 26-2003, is now issued to:

Cargill, Incorporated

ALL INQUIRIES SHOULD BE DIRECTED TO:

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5263

Irving 0116.PDF

CARGILL, INCORPORATED
LAW DEPARTMENT

James D. Moe
Corporate Vice President
General Counsel
& Secretary

John S. Erickson
Vice President &
Deputy
General Counsel

Ronald L. Laumbach
Vice President &
North America
General Counsel

Linda L. Cutler
Vice President
Assistant General Counsel
& Assistant Secretary

Mailing Address:
P.O. Box 5624
Minneapolis, MN 55440-5624

Location/Shipping Address:
15407 McGinty Road West
Wayzata, MN 55391-2399

FAX (612) 742-6349
or (612) 742-7503

Gretchen Q. Banks
Karen L. Baril
Shirley R. Boyd
Frederick L. Budde
James D. Dingel
Phillip M. Fantle
Sheila Brennan Hagen
H. Jed Hepworth

Ronald E. Hunter
Mark J. Isaacson
Joseph R. Liesch
Grace Murgia Musilek
LaRaye M. Osborne
Bonnie E. Raquet
Lawrence A. Willey
Laura Hicks Witte

Steven M. Adams
David L. Biek
Carolyn J. Brue
Therese A. Coons
Robin P. Kinning
Colleen Murphy Knapp
Jay A. Kroese
Richard L. Mack

Thomas W. MacLeod
Brian R. Pioske
Maria-Inés Raij
David A. Robertson
Randall J. Romsdahl
Timothy A. Thomas
Peter A. Vorbrich

Writer's Direct Dial Number
(612) 742-6276

July 17, 1995

DEQ-Business Office
811 S.W. Sixth Avenue
Portland, OR 97204-1390

RE: Portland, OR: Transfer Application for Air Contaminant Discharge Permit
Permit No. 26-2003

Dear Sir or Madam:

Enclosed please find a Transfer Application for Air Contaminant Discharge Permit for the transfer of said Permit from Bunge Corporation to Cargill, Incorporation together with a check for processing fees and filing fees in the amount of $125.00.

Please return the Permit to me at the address shown on the application. If you have any questions, please do not hesitate to contact me at the above number.

Very truly yours,

Marilynn W. Paulson

Marilynn W. Paulson
Senior Legal Assistant

MWP
Enclosures
cil/42143

cc: J. M. Carasquillo/Law/24
R. J. Romsdahl/Law/24

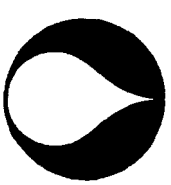
In payment of:

135 164241

DATE	REFERENCE	AMOUNT	DATE	REFERENCE	AMOUNT
7-14-95	71495627S	125.00			

Cargill Grain Division

XG-5431X REV 8/94



Cargill Grain Division

Norwest Bank Lewistown, N.A.
Lewistown, Montana 59457

135 164241

93-516
929

Date	*Amount*
7-17-95	**********125.00*

Pay to the order of

DEQ
811 S.W. SIXTH AVE.
PORTLAND, OR 97204-1390

Cargill, Incorporated

By, _____ *An authorized signature*

II"

262

MAIL ORIGINAL AND 1 COPY TO:
DEQ-BUSINESS OFFICE
811 S.W. Sixth Avenue
Portland, OR 97204-1390

DEQ USE ONLY
Permit No. 26-2003
Appl. No. _____
Date Rec'd _____

TRANSFER APPLICATION FOR AIR CONTAMINANT DISCHARGE PERMIT

1. **Official Application Identification:**

Cargill, Incorporated
Firm Name: This name will appear on the permit and must be the legal Oregon corporate name (i.e., Acme Products) or the legal representative of the company if the company operates under an assumed business name (i.e., John Smith, dba Acme Products).

P.O. Box 5624
Mailing Address

Minneapolis, MN 55440-5624
City State Zip

Phone

2. **Source Site Description:**

Cargill, Incorporated
Company Name Used at Site Location

Grain — Division (if applicable)
Multnomah — County

800 N. River Street
Plant Site Location

Portland, OR 97227
City State Zip

Doug Dunlay
Contact Person at Plant Site

Phone

3. **Reason For Transfer:**
(sale, name change, merger, reorganization)

Sale

$50 Processing Fee
$75 Filing Fee
$125 Total Due

4. **Effective date of change:** 7/1/95

Please submit with this application a check payable to DEQ for the total amount due.

I hereby apply for permission to discharge air contaminants in the State of Oregon as authorized in the Air Contaminant Discharge Permit identified by the above permit number.

Cargill, Incorporated — (Name of owner or legally authorized representative)
Vice President — (Title)

(Signature)
7/14/95 — (Date)

STATEMENT OF THE CURRENT PERMIT HOLDER:
Pending transfer of the above permit is hereby acknowledged.

(Signature)
Senior Vice President — (Title)
7/14/95 — (Date)

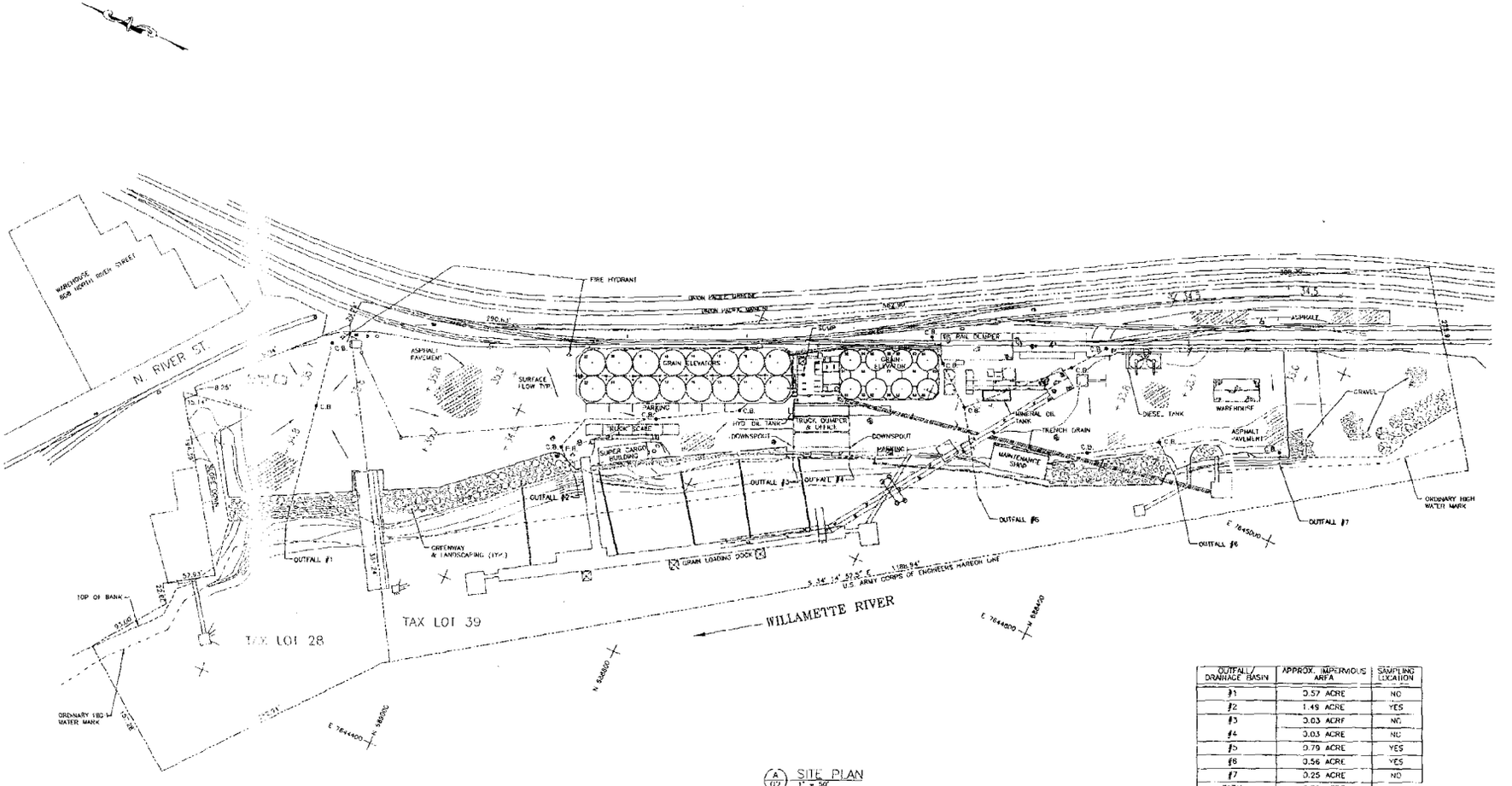
Bunge Corporation
(Current permittee name)

(9/93)

CARG003014

IRVING

OUTFALL MAP



A/02 SITE PLAN
1" = 50'

OUTFALL / DRAINAGE BASIN	APPROX. IMPERMIOUS AREA	SAMPLING LOCATION
#1	0.57 ACRE	NO
#2	1.49 ACRE	YES
#3	0.03 ACRE	NO
#4	0.03 ACRE	NO
#5	0.79 ACRE	YES
#6	0.56 ACRE	YES
#7	0.25 ACRE	NO
TOTAL	3.72 ACRE	

THIS DRAWING (HARD COPY AND/OR ELECTRONIC FILE), INCLUDING THE PRINCIPLES OF DESIGN, IS THE PROPERTY OF THE ORIGINATOR OF THIS DOCUMENT AND IS SUBMITTED WITH THE AGREEMENT THAT IT IS NOT TO BE ALTERED, REPRODUCED, COPIED OR LOANED IN PART OR WHOLE. IT IS NOT TO BE USED IN ANY MANNER THAT MAY BE A DETRIMENT TO ITS ORIGINATOR. USE THIS ELECTRONIC FILE AT YOUR OWN RISK WITH NO LIABILITY TO THE ORIGINATOR FOR ANY MISCHANGES OR MISINTERPRETATIONS. SEE THE LATEST SIGNED ORIGINAL ACCEPTANCE OF THIS DRAWING AS AN AGREEMENT TO THE ABOVE.

SYM	REVISIONS	BY	DATE	CHKD

SMITH & MONROE & GRAY ENGINEERS, INC.
PARK PLAZA WEST, SUITE 210
10700 S.W. BEAVERTON HWY.
BEAVERTON, OREGON 97006
PHONE: (503) 643-8595
FAX: (503) 643-8610

DRAWN BY	DATE	CHKD BY	DATE
CAP	8/07/01		

CARGILL INC.
IRVING ELEVATOR -- PORTLAND OR

STORM WATER POLLUTION CONTROL PLAN
SITE PLAN

SCALE	DRG NO.	REV.
1"=50'	01-134A-02	

CARG003016

IRVING

EMERGENCY ACTION PLAN

Emergency Action Plan
CLD Pacific Grain
Irving Elevator

The following are potential plant emergencies:

A. **Fire**

B. **Explosion**

C. **Severe accident (personnel injury)**

D. **Earthquake**

E. Environmental spill/release

F. **High winds/Storms**

G. **Bloodborne pathogen procedure**

H. **Evacuation Procedures**

I. **Intentional Criminal or Terrorist Acts, Bomb Threats, Workplace Violence**

J. **External Emergency Factors**

K. Confined Space Entry Emergency

L. **Incidents at Adjacent Facilities**

Emergency Coordinator - Plant Superintendent
Alternate Coordinator - Logistic Desk then Ship Desk

Responsibility:
- Coordinate operations with emergency vehicles and crews.
- Notify appropriate management personnel.
- Determine when to resume normal operations following any of the plant emergencies. This will be done by verbal communication. Any open permits (i.e. hot work, confined spaces, etc.) will need to be reissued.
- Plant superintendent will handle all contacts w/ local officials, media representatives, government authorities, families, clients, and nearby residents and businesses.
- Ship Desk is responsible for checking sign-in sheets from FGIS, Coastal, and ILWU every morning.
- Contractor sign-in sheets will be responsibility of Supervisor in charge of work/maintenance being

CARG003018

performed.

Specific Procedures

A. Fire:

The size of the fire will determine the procedure.

1. ***Small fire*** - if fire is small enough to be extinguished with hand held fire extinguisher, then proceed as follows.
   a. Call the office and report the location, size, and type of fire.
   b. Locate the nearest fire extinguisher and put out the fire. If the fire cannot be extinguished with a hand held extinguisher, abort the mission, get out of the facility and notify the control room/General Foreman/Supervisor immediately. **ONLY TRAINED PERSONNEL SHOULD ATTEMPT TO PUT OUT A FIRE IN A GRAIN ELEVATOR.**
   c. Control room will shut down dust systems and all equipment immediately. The evacuation alarm will be sounded and 911 will be called.
   d. All personnel must evacuate immediately to the North or South ends of the property.
   e. A supervisor will go to the main gate and direct the fire department. (see dwg.)
   f. Fire Dept. will be responsible for fighting the fire.
2. ***Large out of control fire.***
   a. Notify office and General Foreman immediately.
   b. Office will sound the emergency evacuation alarm and call 911. They will also call the UP Railroad to make sure the railroad tracks are clear. 1-888-877-7267 (Albina Yard 503/249-2347)
   c. All personnel must evacuate immediately to the North or South ends of the property.
   d. A supervisor will go to the main gate and direct the fire department.
   e. Fire Dept. will be responsible for fighting the fire.
3. ***Fixed Fire Protection Systems***
   Whenever fixed fire protection systems are taken out of service for any reason, Gene Loffler or Arnie Schaufler, and local fire department must be notified. Indicate:
   a. Location of plant or office
   b. Type of impairment
   c. Section of the system impaired
   d. Time system taken out of service
   e. Estimated time the system will be back in service
   Fixed fire protection systems can also include smoke detectors, automatic dialers to monitoring service, explosion venting, etc.

Gene Loffler
Phone: 503-880-9357
Arnie Schauffler (substitute only)
Phone: 503-504-2960

Local Fire Station 13
926 NE Weidler 97232
Phone: 503/823-3840
Portland Fire Department
Phone: 503/823-3333

B. Explosion:

1. Notify office of any explosions immediately, office will call 911 and activate the evacuation alarm. They will also call the UP Railroad to make sure the railroad tracks are clear 1-888-877-7267 (Albina yard 503-249-2347).
2. All personnel must evacuate immediately. (Do everything possible to help any injured personnel

CARG003019

escape) Follow evacuation procedure. (see H)

3. Do not attempt to reenter the facility or nearby grounds. Superintendent will be responsible for any action.

C. Accidents (personnel/property):

1. Report all injuries/property damage to the office and General Foreman.
2. For serious injuries report the following:
   - Who is hurt
   - Location of injured
   - Type of injury
   - Whether ambulance is needed
3. Office will call 911 and ensure someone is at the main gate to escort the ambulance to the scene. They will also call the UP Railroad to make sure the railroad tracks are clear. 1-888-877-7267 (Albina Yard 503-249-2347)
4. Supervisors, General Foreman and Lead Millwright will assist in directing traffic, keeping injured victims comfortable, as possible and give needed information to paramedics.
5. **First Aid to be administered only by trained personnel**. At least one Supervisor per shift will be trained and certified in First Aid and CPR. Victims with broken bones/major injuries should not be moved.

D. Earthquake:

If possible shut off equipment and notify the office. Secure yourself under a sturdy object if available, such as a heavy table or desk. If no sturdy object is available, drop to the ground away from any glass windows or objects that can fall on you (shelves,monitoring equipment, etc.) When all trembling stops and surrounding area is stabilized, contact the office for further instructions. **DO NOT** start up any equipment until approval is given. Notify the office of any structural damage, leaks, or unusual facts you observe.

E. Environmental Spill/Release:

1. Materials include fuel oil, motor oil, hydraulic oil, gasoline, antifreeze, parts cleaner, solvents, paints, Malathion, or mineral oil.
2. Report the spill or release to the office. If the spill occurs on the second shift or a weekend, notify the Plant Superintendent first. Backup contact is Elmer Brink.
3. Initiate actions to stop and contain the spill. If on land contain the spill using floor dry, gravel, dirt, sand, or hazard clean up pads from the warehouse. If on water contact Foss Environmental 503/283-1150. Hazmat pads and floating boom are stored in the warehouse (upstairs south end). Floor dry is located in bottom area of Bin #9 and on the shelves in the warehouse. If leak or spill occurs at mineral oil tank, spill kit is located at north end of the tank.
4. Supervisor in charge will contact the State and National Response Centers directly (within 15 minutes). Document who took your report and ask for a report number. Contact the local Emergency Response Committee (Fire Dept) if needed.
5. The Supervisor will, as soon as possible, notify Plant & Operations Managers.
6. When the incident has been brought under control, an Environmental Activity Report (EV-101) should be filled out.

SPILL REPORTING PROCEDURES

Who to call, within **15 minutes** of discovering the spill:

1. Local U.S. Coast Guard (only if spill is on water)	503/240-9311	
2. National Response Center	1-800-424-8802 or 1-202-267-2675	
3. Maritime Fire and Safety Association (only if spill is on water)	503/220-2055	
4. Oregon Emergency Management Div.	1-800-452-0311 or 1-503-378-6377	
5. Fire Department	911	
6. Department of Environmental Quality	503/229-5263	
7. Oregon Fish and Wildlife Dept.	503/229-5403	
8. Columbia Waste Water Treatment	503/796-7180 days	
(call if spill enters the sanitation or sewer system)	503/823-2400 503/523-4111(nights)	
9. **FOSS ENVIRONMENT SERVICES**	503/283-1150	
(for spill clean-up crew dispatch)	**1-800-337-7455 / 1-800-FESPILL**	
10. Operations & Plant Managers		
Gene Loffler	503/698-3327 (Home)	503/880-9357 (Cell)
Lance Bachman	360/576-8464 (Home)	503/849-5283(Cell)

All facts relevant to the event, including the substance, time, location and amount of the spill or release **including** all the agencies that were contacted shall be documented within eight (8) hours.

Reportable quantities as follows:

- GASOLINE / DIESEL / OIL - anything that creates a sheen on the water or one (1) barrel on land (1 barrel = 42 gallons)
- MALATHION - Federal reportable quantity = 100 lbs.
- State reportable quantity is same as oil requirements.

REPORTING RELEASES OF HAZARDOUS SUBSTANCES

In the event of a release (which includes spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching or dumping) of a hazardous chemical, hazardous waste, toxic pollutant or other hazardous substance (examples: PCB's or liquid fumigants) to any surface water, ground water, drinking water supply, land surface or subsurface, or ambient air, use the following procedure:

1. Secure the source of the release to prevent further emissions.
2. Immediately document all facts relevant to the release, including the cause, time, amount and exact chemical composition. (see spill reporting worksheet)
3. Within eight (8) hours determine whether the release is reportable to the National Response Center or any other agency.
4. Plant personnel will call the National Response Center (1-800-424-8802) or other agencies after reviewing the situation.

CARG003021

5. If the release is deemed reportable to any outside agency, the plant shall complete the Spill Reporting Worksheet and an Incident Investigation Report (EHS-562).

F. High Winds/Storms:

1. Ship dock

a. During high winds management will determine when the spouts will be removed from the ship. Decision will be based on several factors such as, is it gusty or steady wind, which direction, is the spout in empty hole or topping off, etc.

b. If a high risk storm is forecasted, and if time permits CLD will enforce its' tariff and require the ship to vacate the berth. (see tariff page 8). However, the Coast Guard can override our tariff and require the ship to stay at the berth. If this should happen then additional lines will be required.

2. Barge Berth

a. During high winds the barge leg will remain where it is. If unloading we will continue to unload, but once completed the leg stays in the barge until wind gusts are at a safe level. If leg is in stowed position it will remain there until wind levels are low enough to start.

b. During a high-risk storm, barges will be securely tied off to the steel piling. Barges will not be required to vacate, as the barge berth is well protected from winds and rough waters.

G. Bloodborne Pathogen Standard:

In the case of a major bodily fluids spill (blood, urine, saliva, etc.).

***Universal Precautions*:** The principal of Universal Precautions shall be observed to prevent contact with blood or other potentially infectious materials. This means that all body fluids shall be considered potentially infectious.

1. First aid trained employee respond as appropriate. Bloodborne pathogen bags are located by the first aid kits in the office and shop.
2. Call 911 for emergency treatment.
3. Make injured as comfortable as possible. First Aid attendant is to protect themself using protective covering from the "Bodily Fluids Disposal Kit" available at each First Aid station.
4. Use cleanup material from kit, and dispose of all contaminated objects using biohazard bag.
5. Call Stericycle, at 1-866-783-7422, for disposal of waste.

H. Evacuation Procedure:

1. When evacuation is necessary the siren will be turned on from the main office. House phones and two-way radios will also be used to communicate an evacuation.
2. Office will shut off dust systems, all belts, and all house legs.
3. All plant, FGIS, Coastal and outside contractor personnel will assemble at the far north & south ends of the elevator for a head count.
4. Ship desk supervisor will grab the sign-in sheets on the way out to use as head count and clear all truckers from yard.
5. Walkie-talkie radios will be used for communication.
6. All clear signal, when appropriate will be given by the plant superintendent through verbal communication.

CARG003022

Escape Routes:

****DO NOT USE PASSENGER ELEVATOR****

a. Roof
   - Fire escape ladder west wall
   - through hatch to 12th floor, down inside stairway

b. 12th floor/11th floor/10th floor/9th floor
   - fire escape west wall
   - inside stairway

c. 8th floor
   -fire escape north wall
   -inside stairway

d. 7 B/7A
   -inside stairway

e. 7th floor
   -inside circular stairway to ground level
   -inside stairway to bin tops (6th floor)

f. 6th floor (bin tops)
   -ladder at north end of new silo's (caged)
   -inside circular stairway
   -ladder at southeast corner of old silo's (caged)

g. 5th floor/4th floor/3rd floor/2nd floor
   -inside circular stairway

h. 1st floor
   -door west wall
   -down circular stairway to old bootpit then up to basement exit

i. Old bootpit
   -up stairway west wall then out nearest basement exit
   -door west wall up circular stairway

j. New bootpit
   -up stairway east wall then out nearest basement exit
   -up stairway west wall then out nearest basement exit

k. Basement
   -escape hatch south end rail receiving conveyor c-6
   -escape hatch at tail pulley c-4 south end
   -escape hatch at tail pulley c-8 north end
   -walkway along ship c-3 to doorway at ground level
   -down stairway to old bootpit, then up headhouse circular stairway to 1st floor exit

l. Shipping incline gallery
   -up to shipping gallery (item m.)
   -door to outside stairway at transfer house

m. Shipping gallery
   -escape ladder tower #3 (caged)
   -door north end to escape ladder tower #5 (caged)

n. Car tipper/Hopper pit
   -exit north end
   -exit west side

o. Car tipper/Hopper pit tunnel
   -through basement (item k.)
   -up ladder at south end

p. Control room and main office
   -stairs east side
   -stairs west side

q. Cleaner Level 4 (main cleaners)
   -ladder on south end of bins (caged)

r. Diverter Level
   -ladder on south end of bins (caged)

s. Indent 5 and 6 Level
   -ladder on south end of bins (caged)
   -ladder on southeast side of Bin 8 (caged)

t. Indent 7 Level
   -ladder on south end of bins (caged)

CARG003023

I. Intentional Criminal or Terrorist Acts, Bomb Threats, Workplace Violence

1. If an emergency were to occur, the initial step would be to call Plant & Operations Managers.
2. Contact local law enforcement as required.
3. Use the Bomb Threat checklist if handling this call. These are located by all telephones in office.
4. In cases involving workplace violence: if the situation is out of control call the police (911) immediately. Evacuate employees to a safe area. Plant & Operations Management.

J. External Emergency Factors

1. If derailment of a railcar carrying hazardous chemicals should occur, notify the office and General Foreman immediately. Do not enter the area until the contents of the railcar have been identified.
2. Office will sound the evacuation alarm and notify the UP Railroad (Albina Yard 503-249-2347).
3. Coordinate efforts with the UP Railroad. They will be in charge of any clean up, etc.CLD will remain involved to monitor effect on CLD property, public relations, etc.
4. The Superintendent will notify Operations Manager of the incident.
5. When situation is under control, fill out an EV-101 (Environmental Activity Report).

K. Confined Space Entry Emergency

1. Notification of a confined space emergency could be radioed or called to the office from an entrant, attendant, or entry supervisor.
2. If a call for help is received, the office will call 911 and advise them that we have a confined space emergency. Ask them to dispatch a unit with the proper rescue equipment. We should pass on as much information as possible. (number of people involved, type of confined space, location, height, etc.)
3. Call the UP Railroad to make sure tracks are clear 1-888-877-7267 (Tower 503-249-2347).
4. Plant Supervisor will go to the main gate and direct the fire department to the proper location.

L. Incidents at Adjacent Facilities

1. Local facilities near Irving do not pose a major risk of chemical or hazardous release (other than the Union Pacific railroad - see section J). Major problems would be large fires. If there was a fire nearby we would shut down all operations until, after investigation, it was deemed safe to continue. The safety of our employees' and facility will be the determining factor to resuming operations.

The Operations and Plant Managers will handle all Media Contacts.

Rev. 10/09/06 KS
Rev. 9/20/07 SL

CARG003024

Irving & T-4 0002.PDF

File 752.2
Z102 - 722

CARGILL
GRAIN
DIVISION

Terminal No. 4
Foot of N. Lombard
Portland, OR 97203
503/286-0678

April 12, 1993

Mr. Carl A. Halgren / Area Director
Occupational Safety & Health Administration
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

Dear Mr. Halgren,

Enclosed is a $100.00 for item #2 29CFR 1917.119(F)(9).

As a corrective measure, all portable / removable ladders will be secured when in use, and portable ladder safety training will be given to employees.

Sincerely,

Doug Dunlay
Superintendent

cc: Brian Butz
Ron Laumbach

No Encl. when filed

Irving & T-4 0003.PDF

~~2102-722~~

CARGILL, INCORPORATED
LAW DEPARTMENT

John F. McGrory
Senior Vice President
Secretary &
General Counsel
FAX 475-7209

James D. Moe
Vice President
Assistant Secretary & North American
General Counsel

Linda L. Cutler
Vice President &
Assistant General Counsel

Ronald L. Laumbach
Vice President &
Assistant General Counsel

Mailing Address:
P.O. Box 9300
Minneapolis, MN 55440-9300
Location/Shipping Address:
15407 McGinty Road West
Wayzata, MN 55391-2399
TELEX 290625
FAX (612) 475-6349

*Mailing Address:
P.O. Box 5653
Minneapolis, MN 55440-5653
Location Address:
6000 Clearwater Drive
Minnetonka, MN 55343-9497
FAX (612) 742-3898

Gretchen Q. Banks
Shirley R. Boyd
Frederick L. Budde
*James D. Dingel
H. Jed Hepworth
Ronald E. Hunter
Joseph R. Liesch
Grace Murgia Musilek
LaRaye M. Osborne
Bonnie E. Raquet
Derek VanVolkenburgh
Lawrence A. Willey
Laura Hicks Witte

*Steven M. Adams
Karen L. Baril
Sheila A. Brennan
*Phillip M. Fantle
Mark J. Isaacson
Laura W. Miller
Colleen A. Murphy
Brian R. Pioske
Randall J. Romsdahl
Christopher B. Stang
Therese A. Stankey
Timothy A. Thomas
Michael J. Young

Writer's Direct Dial Number

February 25, 1993

(612) 475-6366

Jeffrey J. Baker
Ater, Wynne, Hewitt, Dodson, & Skerrit
222 S.W. Columbia
Suite 1800
Portland, OR 97201-6618

Re: Secretary of Labor v. Cargill, Incorporated
Our File No.: Z102-~~722~~ 752.2

Dear Jeff:

Confirming our earlier telephone conversation, Cargill has decided that it does not wish to further pursue this matter. While we disagree with and are somewhat disappointed by the Commission finding, we do not think it is worthwhile to further pursue the case.

We believe that the Review Commission was less than reasonable and practical in ruling on this case. Although we are not interested in further pursuing the case, we might be interested in conveying comments to an appropriate office of the Department of Labor if there were any potential that such a communication might be effective in causing a policy change within the Department of Labor (as to approaching citations and cases with a degree of reason). Do you have any suggestions in that respect?

Sincerely,

Ronald L. Laumbach

RLL:dp
cil/15

cc: D. Fehrenbach/CGD/Lake
E. Hambor/Corp. Safety/38

Irving & T-4 0004.PDF

ATER WYNNE
HEWITT
DODSON
& SKERRITT
ATTORNEYS AT LAW

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February 2, 1993

VIA FACSIMILE

Mr. Ron Laumbach
Legal Department
Cargill, Inc.
P.O. Box 9300
Minneapolis, MN 55440

Re: Secretary of Labor v. Cargill, Inc.
OSHRC Docket No. 90-3191

Dear Ron:

I have attached a copy of the Occupational Safety and Health Review Commission's Decision is this matter. As you may recall, this case involves a $100 citation issued to Cargill for failing to secure a ladder at the Terminal 4, North Lombard facility in Portland, Oregon. The Review Commission has upheld the Administrative Law Judge's decision that Cargill's ladder violated 29 C.F.R. § 1917.119(f)(9).

The Review Commission agreed with Cargill that the standard does not require that a ladder be lashed or blocked in order to be secured. This was the compliance officer's understanding of the standard at the hearing below.

The Commission's reasoning is particularly important for Cargill's future actions, because it is an acknowledgment that Cargill is not required to lash, tie, or block the ladders it uses in marine terminal facilities. On the other hand, the Commission still concluded that Cargill's ladder was not "secure" and, therefore, in violation of 29 C.F.R. § 1917.119(f)(9).

CARG003030

ATER WYNNE

Please contact me after you have an opportunity to review the Commission's Order.

Very truly yours,

Jeff Baker/dml

Jeffrey J. Baker

Enclosure

cc: Mr. Ed Hambor (Via Mail)
Mr. Daniel H. Skerritt, Esq.

JJB\154rdp.ltr

CARG003031

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION
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SECRETARY OF LABOR, Complainant, v. CARGILL, INC., Respondent.	OSHRC Docket No. 90-3191

DECISION

Before: FOULKE, Chairman; WISEMAN and MONTOYA, Commissioners.

BY THE COMMISSION:

Cargill, Inc. ("Cargill") operates a facility at Terminal 4, North Lombard, Portland, Oregon, where it is engaged in marine terminal operations. Following an inspection at that facility, the Occupational Safety and Health Administration ("OSHA") issued a citation which alleged in part a repeat violation of 29 C.F.R. § 1917.119(f)(9) for Cargill's failure to "secure" a ladder within the meaning of the standard.[1] Review Commission Administrative Law Judge James H. Barkley found that the ladder was not secured as the standard requires and assessed a penalty of $100. For the reasons set forth below, we find that the judge did not err in finding that Cargill violated the standard.

[1] The cited standard provides:

> **§ 1917.119 Portable ladders.**
>
> . . . .
>
> (f) *Ladder usage.*
>
> . . . .
>
> (9) Ladders shall be fitted with slip-resistant bases and secured at top or bottom to prevent the ladder from slipping.

I. Background

On October 31, 1990, OSHA Compliance Officer Charles Penrod inspected Cargill's facility at Terminal 4. During his inspection, the compliance officer observed a wooden extension ladder leaning against a metal truck-receiving scale at the northeast end of the distribution floor. The ladder was extended to a length of approximately 14 feet. It stood on a concrete floor and was equipped with slip-resistant bases. The top of the ladder was positioned between an angle iron on its left side and a cable on the right side to which was attached 3000 pounds of test weight. The ladder could not be shifted to the left at all, though it could be moved 7 inches to the right before it contacted another angle iron. The cable impeded the ladder's movement to the right, however.

As a result of the inspection, Cargill was cited for several violations of the Occupational Safety and Health Act ("the Act"), including Repeat Citation No. 2, Item 1, alleging a violation of 29 C.F.R. § 1917.119(f)(9).[2] The Secretary proposed a $100 penalty for this item. At the hearing, the compliance officer testified that he cited Cargill for the alleged violation because he did not observe anything holding the ladder to the scale. He testified that for the ladder to be "secured" within the meaning of the standard, it should have been either lashed to the surrounding structure with a material such as rope or wire to prevent it from "shifting[,] moving[,] or falling down," or placed in such a position that it could not fall from the scale. The compliance officer testified that the ladder could fall off of the scale and subject an employee climbing it to a 1- to 14-foot fall. He testified that the ladder was used a maximum of once or twice a day by up to three employees.

Cargill's maintenance supervisor, Mark Bonk, who accompanied the compliance officer on his inspection, testified that the floor in the area was not slippery and that when he climbed halfway up the ladder, he did not think the ladder was unsafe and felt that it was

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[2] Repeat Citation No. 2, Item 1 alleges:

> 29 C.F.R. § 1917.119(f)(9): Ladders were not fitted with slip[-]resistant bases and secured at top or bottom to prevent the ladder from slipping:
>
> > (a) The 28-foot wooden extension ladder leaning against the truck receiving scale on the northeast end of the distribution floor was not secured to prevent it from shifting.

secure. According to Bonk, Chuck Landis, the plant electrician, had used the ladder for a few minutes to check a switch at that gate, and Bonk himself also used the ladder briefly to check the switch. Bonk testified that Landis had worked on the switch one to two weeks prior to the inspection, but that the ladder had remained in place since that time. Bonk removed the ladder shortly after the compliance officer observed it. Bonk testified that Cargill does not have a policy of tying off wooden or metal ladders.

The alleged violation was characterized as a repeat violation because Cargill was previously cited in February 1989 for the same violation, although under a different standard, 29 C.F.R. § 1910.25(d)(2)(i).[3] The compliance officer testified that although the prior citation was for a violation of the general industry standards, OSHA had changed its policy. OSHA now cites under the marine terminal standards for facilities such as Cargill's.

In his decision, the judge found that the restricted lateral movement of the upper end of Cargill's ladder was insufficient to bring it into compliance with the standard. He determined that the plain language of the standard "requires that ladders be secured at either the top or the bottom, in addition to being fitted with slip[-]resistant bases, in order to prevent the base of the ladder from slipping outward." The judge held that in this case, "[t]he fact that the top of the ladder rests between two steel beams that restrict lateral movement does nothing to prevent the base from slipping." In response to Cargill's argument that the condition of the floor was such that the slip-resistant bases on the ladder's feet were sufficient to prevent it from slipping, the judge found that "the standard makes

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[3] The standard provides:

> **§ 1910.25 Portable wood ladders.**
>
> (d) *Care and use of ladders*[.]
>
> . . . .
>
> (2) *Use*. The following safety precautions shall be observed in connection with the use of ladders:
>
> (i) Portable rung and cleat ladders shall, where possible, be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is one-quarter of the working length of the ladder (the length along the ladder between the foot and the top support). The ladder shall be so placed as to prevent slipping, or it shall be lashed, or held in position. Ladders shall not be used in a horizontal position as platforms, runways, or scaffolds[.]

no exception for situations where slippage of the ladder's feet is unlikely because of the condition of the floor." The judge assessed a penalty of $100 for this item.

In its petition for review, Cargill did not contest the penalty amount or the "repeat" characterization of the alleged violation. Cargill requested review solely on the issue of whether the ladder was "secured" within the meaning of the standard.

II. Issue on Review

Whether the administrative law judge erred in affirming Repeat Citation No. 2, Item 1, alleging a violation of 29 C.F.R. § 1917.119(f)(9), on the ground that Respondent's ladder was not "secured" within the meaning of the cited standard.

Contentions of the Parties

On review, Cargill argues that the interpretation of the standard by the compliance officer and the judge "denied Cargill proper notice of what was required of it under the OSH Act." Cargill claims that the plain meaning of the standard does not require a portable ladder to be lashed or blocked in some manner "and to read them into its language deprived Cargill of fair and proper notice of its obligations under the OSH Act." Cargill argues that "[t]he Secretary specifically rejected adding lashing and blocking requirements to 29 C.F.R. § 1917.119(f)(9) when it first promulgated the provision," citing Marine Terminals final rule, 48 Fed. Reg. 30,886, 30,904-05 (1983). Cargill further argues that "if OSHA had wanted lashing or blocking to be part of the standard it would have expressly stated so, as it has done in numerous other standards" such as 29 C.F.R. § 1918.25(f) (Longshoring), § 1926.450(a)(10) (Construction), and § 1915.72(a)(3) (Shipyards). It believes that "[t]he absence of specific language concerning lashing or blocking in section 1917.119(f)(9) indicates that these requirements are not part of that standard."[4]

Cargill claims that Webster's Dictionary defines the term "secure" as "strong, stable, or firm enough to insure safety."[5] Cargill noted that its maintenance supervisor, Mark Bonk, testified that when he climbed halfway up the ladder, he did not think that the ladder was

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[4] Cargill incorrectly asserts that under the judge's decision, Cargill must secure the top and bottom of its portable ladders to comply with the standard. The judge specifically held that the "standard requires that ladders be secured at either the top or the bottom."

[5] Cargill did not specify the edition of the dictionary from which it drew its definition.

unsafe and felt that it was secure. Cargill contends that the Secretary failed to present testimony indicating a concern that the ladder's base was in danger of slipping.[6] Cargill asserts that had the compliance officer touched the ladder, "he would have discovered that the ladder was positioned so that it was 'secure' from movement." Cargill notes that its operations require extensive use of ladders for maintaining and servicing equipment and machinery, and that "often, employees do not have an adequate surrounding structure [to] which a ladder can be tied or lashed."

The Secretary notes that in *Webster's Third International Dictionary*, p. 2053 (3d ed. 1961), there are twelve definitions for the word "secure," and that the word in the standard appears as a verb, which in *Webster's* is defined as "to make fast: tie down." He notes that the same explanation appears as the second definition in *Webster's New Collegiate Dictionary* at p. 1045 (5th ed. 1977).

The Secretary argues that the cable hanging on the right side of the ladder was not in itself enough to prevent the ladder's slipping to the right, but would only slow down any such movement. He notes the judge's finding that "[t]he fact that the top of the ladder rests between two steel beams that restrict lateral movement does nothing to prevent the base from slipping." He claims that "[t]he instant standard very simply requires that portable ladders used in marine terminals be stabilized at one end or the other so that they cannot slip or move unexpectedly, exposing employees to falls."

The Secretary agrees that under *Chevron U.S.A. v. Natural Resources Defense Council*, 467 U.S. 837 (1984), the plain meaning of a statute controls the interpretation, but he contends that the contemporaneous explanation of a term may be consulted where the terms are ambiguous. The Secretary argues that he "modified the language of the proposed standard by deleting specific references to lashing or blocking in order to make the standard more performance-oriented" and that "[a]s the preamble makes clear, the use of a 'ground attendant' to hold the ladder is a permissible alternative if lashing or blocking 'cannot be

---

[6] The compliance officer testified that he did not recall seeing anything that would secure that ladder to keep it from falling. He testified that the ladder could fall off the scale, exposing the person climbing it to a 1- to 14-foot fall.

effectively performed,'" citing Marine Terminals final rule, 48 Fed. Reg. at 30,904-05.[7] He argues that "[n]othing in the standard or the preamble, however, suggests that anything less than fully securing a ladder against movement will suffice." The Secretary argues that "[i]n modifying the language of the proposed requirement, the Secretary did not reject the concept that portable ladders must be lashed or blocked to render them secure, but simply added an additional method by which an employer could assure stability." The Secretary argues that interpreting the term "secured" to mean stabilized is not unique to this standard and notes that "Cargill's acknowledged familiarity with the meaning of the term 'secured' from similar standards applicable to other industries, particularly when added to its own prior citation for violation of the general industry standard, wholly undermines [Cargill's] attempt to argue that the standard was so vague as to leave Cargill to simply guess at its meaning."

In its reply brief, Cargill argues that its subjective knowledge or familiarity with OSHA regulations is completely irrelevant to whether Cargill could be held to have violated the standard because it has not lashed or blocked a portable ladder. Cargill argues that a "reasonable person test" is the proper test used to determine whether an OSHA regulation is too vague to properly apprise employers of its requirements and cites *Brennan v. OSHRC*, 505 F.2d 869, 872-73 (10th Cir. 1974). Cargill argues that given the Secretary's assertion in his brief that the specific requirements for lashing and blocking were omitted from the final version of the standard in order to make the standard more performance-oriented, "it is even more confounding that Compliance Officer Penrod issued the citation simply because he observed that the ladder was not tied, lashed or blocked."

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[7] The pertinent text is as follows:

> Paragraph (f)(9), as proposed[,] provided that ladders be fitted with slip[-]resistant bases and be lashed, blocked or otherwise secured at top or bottom to prevent the ladder from slipping [46 Fed. Reg. 4245 (1981)]. A commenter, though, pointed out that there were many situations where lashing or blocking is either impossible or impractical, and advocated that in those instances, OSHA required that a ladder with a slip-resistant base be used in conjunction with a ground attendant . . . . The Agency has modified the provision to permit the employer to use this practice where [lashing] or blocking cannot be effectively performed. This suggestion was initially [listed] as an alternative provision [47 Fed. Reg. 14,730-31 (1982)].

Analysis

To prove a violation of the Act, the Secretary must show by a preponderance of the evidence that (1) the cited standard applies, (2) there was a failure to comply with the cited standard, (3) employees had access to the violative condition, and (4) the cited employer knew or could have known of the condition with the exercise of reasonable diligence. *Astra Pharmaceutical Prods.*, 9 BNA OSHC 2126, 2129, 1981 CCH OSHD ¶ 25,578, p. 31,899-900 (No. 78-6247, 1981), *aff'd in part*, 681 F.2d 69 (1st Cir. 1982). Of these four elements, the only issue in dispute is whether there was a failure to comply with the cited standard.

Cargill claims that the standard is so vague that it had to guess at its meaning. In determining whether a standard is vague, the words of the standard are to be viewed in context, not in isolation, and the purported vagueness of the standard is not judged from the face of the standard but is determined in light of the application of the standard to the facts of the case. *Ormet Corp.*, 14 BNA OSHC 2134, 2135, 1991 CCH OSHD ¶ 29,254, p. 39,200 (No. 85-531, 1991). However, the due process clause does not impose drafting requirements of mathematical precision or impossible specificity. *Id.*

Section 1917.119(f)(9) clearly requires that a ladder used in a marine terminal facility must be fitted with slip-resistant bases and be secured at either the top or bottom to prevent it from slipping. We agree with Cargill that the plain meaning of the standard does not require that a ladder must either be lashed or blocked to be secured. For example, a ladder may also be secured by having a ground attendant hold it.

Here, the ladder was not secured at the bottom. The top of the ladder could not be moved to the left but it could move seven inches to the right. Based on this failure to secure the ladder, the compliance officer testified that it could slip and cause an employee to fall up to 14 feet. Cargill contends that the ladder was fitted with slip-resistant bases and was on a concrete surface. It further relies on the testimony of its maintenance supervisor who felt that the ladder was secure. However, neither of these factors rebut the compliance officer's testimony that the ladder could slip because it was not secured. Slip-resistant bases are also required by the standard but their use does not secure the ladder against slipping. Although we do not question the opinion of Cargill's supervisor that he felt the ladder was

secure, that testimony does not establish compliance with the standard, which requires that the ladder be *secured* to keep it from slipping. Therefore, because Cargill did not rebut the compliance officer's testimony that the ladder could slip, we find no basis for concluding that the judge erred in his finding that the ladder was not secured to prevent it from slipping, as required by the standard, and that Cargill failed to comply with the standard.

III. Order

Accordingly, we find that the administrative law judge did not err in affirming Repeat Citation No. 2, Item 1, alleging a violation of 29 C.F.R. § 1917.119(f)(9). Since the parties did not contest the penalty amount, we assess a penalty of $100.

Edwin G. Foulke, Jr.
Chairman

Donald G. Wiseman
Commissioner

Velma Montoya
Commissioner

Dated: January 27, 1993

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SECRETARY OF LABOR, Complainant, v. CARGILL, INC., Respondent.	Docket No. 90-3191

NOTICE OF COMMISSION DECISION

The attached decision by the Occupational Safety and Health Review Commission was issued on January 27, 1993. **ANY PERSON ADVERSELY AFFECTED OR AGGRIEVED WHO WISHES TO OBTAIN REVIEW OF THIS DECISION MUST FILE A NOTICE OF APPEAL WITH THE APPROPRIATE FEDERAL COURT OF APPEALS WITHIN 60 DAYS OF THE DATE OF THIS DECISION.** See Section 11 of the Occupational Safety and Health Act of 1970, 29 U.S.C. § 660.

FOR THE COMMISSION

January 27, 1993
Date

Ray H. Darling, Jr.
Executive Secretary

Docket No. 90-3191

NOTICE IS GIVEN TO THE FOLLOWING:

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UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

LYNN MARTIN, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR, Complainant, v. CARGILL, INC. Respondent.	OSHRC DOCKET NO. 90-3191
	PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

Comes Now the Secretary of Labor who files these Proposed Findings of Fact an Conclusions of Law.

STATEMENT OF THE CASE

The Respondent was served with the following: Citation and Notification of Penalty Number 1, Item 1 for violation of 29 C.F.R. 1910.303(g)(2)(i); Citation at Notification of Penalty Number 1, Item 2, instances (a) and (b), for violation of 29 C.F.R. 1917.151(h)(1); Citation and Notification of Penalty Number 2, Item 1 for violation of 29 C.F.R. 1917.119(f)(g); Citation and Notification of Penalty Number 3, Item 1 for violation of 29 C.F.R. 1910.303(f); Citation and Notification of Penalty Number 3, Item 2 for violation of 29 C.F.R. 1910.305(b)(2); Citation and Notification of Penalty Number 3, Item 3 for violation of 29 C.F.R. 1917.42(b)(4); Citation and Notification of

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Penalty Number 3, Item 4 for violation of 29 C.F.R. 1917.43(c)(5); Citation and Notification of Penalty Number 3, Item 5 for violation of 29 C.F.R. 1917.51(a) and Citation and Notification of Penalty Number 3, Item 6 for violation of 29 C.F.R. 1917.120(b)(3).

Prior to hearing, Complainant withdrew Citation and Notification of Penalty Number 1, Item 1, Citation and Notification of Penalty Number One, Item 2, instance (b) and Citation and Notification of Penalty Number 3, Item 4.

Respondent stipulated to Citation and Notification of Penalty 3, Items 1, 5 and 7 and Respondent stipulated to the facts only of Citation Item, Item 2, Instance (a).

A. PROPOSED FINDINGS OF FACT

I.

THE PENALTY OF $400 IS APPROPRIATE FOR VIOLATION OF 29 C.F.R. 1917.151(h)(1)

Respondent stipulated to the violation of 29 C.F.R. 1917.151(h)(1) located at Citation 1, Item 2. The proposed penalty of $400.00 was proposed because employees, particularly maintenance personnel, utilized the area around rotating parts. (Tr. 1) Employees were exposed to the hazards of rotating parts at least once per day (Tr. 11). The hazard of the failure to guard the open shafts was that employees would be caught in the machinery and sustain serious physical injury including amputations (Tr. 12). The compliance officer testified that the work operations in this area often involved cold, windy conditions which could increase the likelihood of injury (Tr. 13). Respondent has 60,000 employees nationwide (Tr. 12). Cargill's history includes 14 prior violations in the Portland area in the last few years (Tr. 40). The compliance officer, in preparing his

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calculation of $400.00 credited Respondent with a 20% reduction for good faith because of its written safety programs and swift abatement (Tr. 14).

II

29 C.F.R. 1917.119(f)(g)
was violated by Respondent

The OSHA compliance officer observed a 25 foot wooden ladder leaning up against a truck receiving scale at Respondent's worksite (Tr. 15). The base of the ladder was laying on a concrete floor (Tr. 16). The Compliance Officer observed and testified that the ladder was not secured at the top or bottom (Tr. 16). The Compliance officer testified that Respondent's employees were exposed to a fall of up to 14 feet (Tr. 17). After inquiring, the compliance officer was told that three employees worked in the area (Tr. 17). Mark Bonk, the Maintenance Supervisor, estimated that the ladder may have been leaning in the same area for as long as two weeks (Tr. 75).

At hearing, Respondent asserted that the ladder stood between two pieces of "angle iron" on the left and right side. On the left side, according to Respondent, the ladder was immediately next to the angle iron. (Tr. 59). On the right, the ladder was seven inches from the angle iron (Tr. 59). Respondent asserted that a cable on the right side could slow down the fall from a ladder (Tr. 60).

Complainant characterized the asserted violation of 29 C.F.R. 1917.119(f)(g) as a "repeat" violation. Respondent had received a previous violation of 29 C.F.R. 1910.25(d)(2)(1) in 1989 which had become a final order (Tr. 20). In each instance, the Compliance Officer stated that OSHA found a ladder leaning up against something at Respondent's worksite without being secured or held down in any manner. (Tr. 21).

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III

29 C.F.R. 1917.120(b)(3)
was violated

Respondent was cited for violation of 29 C.F.R. 1917.120(b)(3). The Compliance Officer observed three sets of crossover stairs with 5 risers each which were not provided with handrails. (Tr. 22). These steps were primarily used to assist employees in crossing over conveyor belts without walking to the end of the conveyor belt (Tr. 23). The OSHA Compliance Officer testified that he was told that employees were exposed to the stairs without handrails one time per month. (Tr. 23). The Compliance Officer believed that a fall from the stairs would likely cause a temporary non-serious physical injury (Tr. 24). The violation asserted was of a non-serious nature. The former assistant Superintendent of the facility testified that Respondent installed the stairs prior to 1983 (Tr. 87-88).

B. PROPOSED CONCLUSIONS OF LAW

I

The Proposed penalty of $400 for Citation and Notification of Penalty Number 1, Item 2 is appropriate

The proposed penalty of $400.00 is appropriate to the violation of 29 C.F.R. 1917.151(h)(1) for failure to guard two motors for the truck dust load out system which exposed employees to the hazard of serious physical injury, including amputations.

II

Respondent violated 29 C.F.R. 1917.119(f)(g)

29 C.F.R. 1917.119(f)(g) states: "Ladders shall be fitted with slip-resistant bases and secured at top or bottom to prevent the

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ladder from slipping." 29 C.F.R. 1917.119(f)(g) requires that employer use some method of "securing" a ladder. "Secure" is not defined within the OSHA standards for "portable ladders". Therefore, we must turn to the ordinary meaning of the term. To "secure" means to prevent from falling, yielding, or becoming displaced, Random House Dictionary of the English Language, unabridged ed. Mark Bonk, Maintenance Supervisor, testified that the ladder was placed between the "angle irons" so that it was secure from falling to the right or to the left. As a practical matter, this is not sufficient to eliminate the hazard of a falling ladder. Even if the ladder stood between the angle iron, this was not sufficient to secure the ladder. An employee could have fallen backwards because neither obstacle at the right or left would have prevented a ladder from becoming displaced and falling backwards. The Compliance Officer testified that Mark Bonk moved the ladder very, very quickly and easily lifted it up and put it away. (Tr. 29). This supports the conclusion that the angle iron to the immediate left and seven inches to the right of the ladder was not sufficient to secure the ladder. Moreover, as a practical matter, an object seven inches from the ladder is of little assistance in preventing a ladder from falling.

A repeat violation exists if the employer was previously cited for a violation of the Act substantially similar in terms of the hazard to which employees were exposed and that prior citations had become final before the occurrence of the alleged repeated violation, Potlatch Corp., 1979 CCH OSHD ¶23,294 (R.C. 1979). The Compliance Officer testified the 1989 ladder violation alleging a violation of 29 C.F.R. 1910.25(d)(2)(i), pursuant to the general industry standards, was final and abated by Respondent. The recent ladder violation, on

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the other hand, was cited under 29 C.F.R. 1917.120(b)(3) pursuant to the marine terminal regulations. Despite the fact that the hazards were cited under different regulations, the hazards were substantially similar. Namely, employees were exposed to the hazard of a fall off a ladder which could cause injuries upon contact with the hard surfaces below. In each case the ladder merely leaned against various parts of Respondent's worksite. Respondent cannot reasonably argue that it was mislead by the distinct language of 29 C.F.R. 1910.25(d)(2)(1). It was not a policy at Cargill to require employees to tie off wooden metal ladders (Tr. 61).

III

RESPONDENT VIOLATED 29 C.F.R. 1917.120(b)(3)

Respondent utilized fixed stairs within the meaning of 29 C.F.R. 1917.120(a) because at its worksite Respondent used stairs with 5 risers including the top surface leading from the floor to a conveyor level (Tr. 80). Respondent urges that by the language of 29 C.F.R. 1917.120(b)(1), 29 C.F.R. 1917.120(b)(3) only applies to fixed stairs installed after October 3, 1983. There is nothing in the language of 29 C.F.R. 1917.120(b)(1) which by its language, either implicitly or expressly, exempts the application of subsection (b)(3) to installations after October 3, 1983. 29 C.F.R. 1917.120(b)(1) includes specific design requirements for new installations of fixed stairways. Clearly the intent is to exempt employers from major reconstruction of entire sets of stairs. The "grandfathering" language of 29 C.F.R. 1917.120(b)(1) doesn't apply to exempt employers from the handrail requirement of 29 C.F.R. 1917.120(b)(3).

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Respondent's witnesses testified that it would be onerous to use a handrail given the fact that employees needed to bend down to crossover the conveyor belts. The fact that crossing the conveyor belt requires crouching down does not make the requirement of a handrail at the fixed stairs impossible. The hazard, according to the compliance officer is a fall from the stairs which would probably cause a temporary, non-serious physical condition; that hazard could effectively be abated by a handrail on either side of the stairs. (Tr. 24). That hazard could not be abated by holding onto overhead pipes once an employee is already up the stairs. Compliance is not made impossible because the presence of low pipes necessitates crouching down after an employee has reached the top of the stairs.

CONCLUSIONS

For the foregoing reasons, the proposed penalty for violation in Citation 1, Item 2, instance (a) should be affirmed. Citations and Notification of Penalties Number Two, Item 1 and Number 3, Item 6 should also be affirmed.

Dated this 22nd day of July, 1991.

Respectfully Submitted,

Robert A. Friel
Associate Regional Solicitor

Cathy L. Barnes
Attorney

By Cathy L. Barnes
Cathy L. Barnes

CARG003049

CERTIFICATE OF SERVICE

Cathy L. Barnes, Attorney for the Secretary of Labor, certifies that on July 22nd, 1991, she deposited in the U.S. Mails in a sealed franked envelope, via certified mail return receipt requested, a copy of the attached Proposed Findings of Fact and Conclusions of Law and a copy of this Certificate of Service to the following at each address noted.

Addressee(s):

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Ater, Wynne et al.
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Cathy L. Barnes

CARG003050

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Attorneys for Cargill, Inc.

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UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

LYNN MARTIN, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR, Complainant,	OSHRC DOCKET NO. 90-3191 Inspection No. 107109530
CARGILL, INC. Respondent.	MEMORANDUM OF LAW

INTRODUCTION

On October 31, 1990, Mr. Charles R. Penrod, a Compliance Officer with the United States Occupational Safety and Health Administration ("OSHA") conducted an inspection at a marine terminal facility owned by Cargill, Inc. ("Cargill") in Portland, Oregon. As a result of the inspection, OSHA cited Cargill for violations of the Occupational Safety and Health Act ("OSH Act").

Cargill contested several of the citations. A hearing was held on Tuesday, June 4, 1991, to resolve the disputed citations: Item 1 of Citation No. 2; Item 6 of Citation No. 3; and the penalty assessed in Item 2 of Citation No. 1. See

CARG003051

Transcript of Hearing ("Tr.") at 5-8.

The Secretary failed to prove, by a preponderance of the evidence, that Cargill violated the safety and health standards underlying these citations. Accordingly, the foregoing citation items and their accompanying penalties should be dismissed.

ARGUMENT

I. THE SECRETARY HAS FAILED TO ESTABLISH THAT CARGILL VIOLATED 29 C.F.R. 1917.119(f)(9).

The Secretary cited Cargill for violating 29 C.F.R. 1917.119(f)(9). The citation arose from the Compliance Officer's observation of a portable wooden ladder leaning against a truck-receiving scale. Tr. 16. Cargill denies all liability under this citation.[1]

In this proceeding, the Secretary must prove the existence of the violations by a preponderance of the evidence. Mountain States Tel. & Tel. Co. v. OSHRC, 623 F.2d 155 (10th Cir. 1980). To carry this burden, the Secretary must prove all the essential elements of a violation. Id. Consequently, she must prove that:

(1) The cited standard applies;

---

[1] The Secretary classified this violation as a "Repeat," because Cargill had been cited for a ladder violation in a previous inspection. A copy of that citation is appended hereto as Exhibit 1. Although the citations were issued under different standards, the Secretary determined that they were sufficiently similar to warrant a "Repeat" classification. Tr. 46-48. Significantly, the previous ladder citation was issued under a General Industry standard, even though the Marine Terminal standards were in effect.

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CARG003052

(2) There was a failure to comply with the cited standard;

(3) Employees had access to the violative condition; and

(4) The cited employer either knew or could have known of the condition with the exercise of reasonable diligence.

Astra Pharmaceutical Prods., 1981 OSHD (CCH) 31.896, 31,899-90 (Rev. Comm. 1979), aff'd, 681 F.2d 69 (1st Cir. 1982).

Here, the Secretary failed to satisfy her burden of proof as to the first, second and third elements of this test and, therefore, the citation and penalty for Item 1 of Citation No. 2 should be dismissed.

A. The Secretary Has Misapprehended the Scope of 29 C.F.R. 1917.119(f)(9).

In Item 1 of Citation No. 2, Cargill was cited for violating 29 C.F.R. 1917.119(f)(9):

> Ladders shall be fitted with slip-resistant bases and secured at top or bottom to prevent the ladder from slipping.

The Secretary asserted, through the testimony of Compliance Officer Penrod, that the foregoing standard requires that ladders be lashed with tape, rope, wire or some similar material in order to be considered "secure." Tr. 20-21 and 44. Indeed, Mr. Penrod testified that the abatement of the alleged hazard required the use of a lashing mechanism. Tr. 97-98. There is, however, no such requirement in 29 C.F.R 1917.119(f)(9).

The standard only requires that the ladder be "secured"

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at the top or bottom. It makes no mention of lashing. Lashing only became part of the standard through the Compliance Officer's individual interpretation. This unofficial expansion of the standard failed to provide Cargill with proper notice of the OSH Act's requirements and cannot form the basis of a citation.

Furthermore, if OSHA had wanted to require employers in Cargill's position to secure ladders with lashing mechanisms, it would have made this requirement explicit. The language concerning portable ladders within the longshoring standards (29 C.F.R. 1918.25(f)) evidences that OSHA was capable of explicitly requiring that ladders be lashed. That standard provides:

> Portable straight ladders used by employees for any purpose not otherwise specifically covered by this part shall be of adequate strength and lashed, blocked, or otherwise secured against shifting or slipping.

(Emphasis supplied). This language is conspicuously absent from 29 C.F.R. 1917.119(f)(9).

Cargill complied with the requirements of 29 C.F.R. 1917.119(f)(9) by positioning the ladder so that the surrounding structure prevented it from moving. See Section I(B) below. Lashing the ladder was not part of the standard and, therefore, the citation must be dismissed.

B. Cargill Fully Complied with the Requirements of 29 C.F.R. 1917.119(f)(9).

The uncontroverted evidence presented at hearing established that Cargill's ladder was properly secured in accord

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CARG003054

with 29 C.F.R. 1917.119(f)(9). Cargill's employees positioned the ladder so that it was secure from movement. The ladder was set flush against a piece of angle iron on its left side and flush against a cable on the right. Tr. 59-61 and Exhibits R-3 and R-4. The cable was attached to 8,000 pounds of test weights that significantly impeded the movement of the ladder to the right. Tr. 60 and Ex. R-4. In addition, there was another piece of angle iron seven inches from the right side of the ladder. Tr. 60 and Ex. R-4. Finally, the ladder was set at the proper angle and equipped with slip-resistant pads to further prevent its movement. Tr. 29-30 and 34.

In this position, the ladder was unable to move at all in one direction and only slightly in another. Tr. 59-61. Mark Bonk unequivocally stated that the ladder's position made it safe and secure. Tr. 61. Accordingly, Cargill has proven that the allegedly hazardous ladder was secure from movement in conformity with 29 C.F.R. 1917.119(f)(9).

The Secretary did not challenge the foregoing evidence. At the time of the inspection, Mr. Penrod did not determine whether the ladder was secure from movement. Indeed, he never attempted to move the ladder at all. Tr. 30, 54, 96-97 and 99. He also agreed that Cargill's Exhibits 1-4, which show the ladder securely positioned on the truck-receiving scale, accurately depicted the condition and location of the ladder. Tr. 99. Mr. Penrod simply noted that the ladder was not lashed to the surrounding structure and recommended the issuance of a citation

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CARG003055

and penalty on this basis. Tr. 97-98. This, without more, is insufficient to satisfy the Secretary's burden of proof on this citation. Consequently, Citation No. 2 should be dismissed in its entirety.

C. The Secretary Failed to Prove that Employees Were Exposed to this Hazard.

Cargill admitted that its plant electrician (Chuck Landis) had used the cited ladder to "troubleshoot" a problem with the truck-receiving scale. Tr. 63-64. Nevertheless, the Secretary based its penalty on Mr. Penrod's determination that three of Cargill's millwrights could have used the ladder. Tr. 33-34. Moreover, Mr. Penrod never questioned any of the millwrights about whether they had actually used the ladder. Tr. 33. In fact, despite specifically identifying millwright Gary Brennan as an exposed employee, Mr. Penrod never questioned Mr. Brennan about the ladder. Tr 33.

Mark Bonk, on the other hand, unequivocally testified that neither Mr. Brennan nor any other millwrights used the allegedly hazardous ladder. Tr. 62. The millwrights would have only used the ladder in this area if major repairs were necessary, and he knew of no such repairs being done at the time of the inspection. Id. In addition, he specifically recalled Mr. Landis working on the ladder just before the inspection. Tr. 63.

Consequently, the Secretary failed to prove, as she alleged, that three Cargill employees were exposed to the

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CARG003056

allegedly hazardous ladder. This proof is an integral element of her prima facie case and, therefore, the citation and penalty should be dismissed.

II. THE SECRETARY HAS FAILED TO ESTABLISH THAT CARGILL VIOLATED 29 C.F.R. 1917.120(b)(3).

The Secretary cited Cargill for violating 29 C.F.R. 1917.120(b)(3). This standard provides:

> Fixed stairs having four or more risers shall have stair railings or handrails complying with § 1917.112(c)(1).

The Secretary asserted that Cargill's employees used the "crossovers" to climb over conveyor belts located in the basement of the terminal in violation of the foregoing regulation.

This citation should be dismissed for two reasons. First, the cited standard is inapplicable to Cargill's crossovers. Second, proposed abatement of the hazard would not improve the safety of the crossovers and could even make them more hazardous.

A. 29 C.F.R. 1917.120(b)(3) Is Not Applicable to the Cargill's Crossovers.

The plain language of 29 C.F.R. 1917.120(b) limits its application to stairs installed after October 3, 1983. The heading for section 1917.120(b) is "New Installations." The provision goes on to define "New Installations" as fixed stairs installed after October 3, 1983. Cargill's crossovers were installed prior to this date and, therefore, are not governed by this standard. Tr. 87.

While the heading or title of a standard cannot be used

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CARG003057

to limit the subsequent regulatory text, it can be relied on to indicate or characterize the subject matter of the standard. Everglades Sugar Refinery, Inc., 1979 OSHD (CCH) 28,620, 28,622 (Rev. Comm. 1979), aff'd, 658 F.2d 1076 (5th Cir. 1981). Here, the heading for 1917.120(b) indicates that it governs only "new installations" of fixed stairs. In addition, nothing in the language of section 1917.120(b)(3) indicates that it has a different scope or application than the remainder of section 1917.120(b).

Finally, Compliance Officer Penrod agreed that it was proper to consult other sections of 1917.120(b) to interpret section 1917.120(b)(3). At hearing, he stated that section 1917.120(b)(4) determined the height of the stair railings required in section 1917.120(b)(3). Tr. 95-96. Likewise, the language of section 1917.120(b)(1) should determine the effective date of section 1917.120(b)(3). Cargill's crossovers are not "new installations" under this definition and, therefore, this citation should be vacated.

B. The Proposed Abatement Would Present a Greater Hazard or Provide No Safety Benefit.

The Secretary's proposed abatement for the allegedly violative crossovers is the installation of stair railings. This solution, however, would likely pose a greater hazard to Cargill employees, or provide no safety benefit whatsoever.

Cargill's employees testified that each of the crossovers are set flush against solid concrete walls on one side. Tr. 66. In addition, there are pipes perpendicular to

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CARG003058

crossovers that run the length of the conveyors and reduce the clearance over the stairs to only 33 inches. Tr. 68. Installation of stair railings at the proper height (30-36 inches) would simply encourage employees to attempt to walk erect over the stairs, thereby increasing the risk of employee injuries resulting from contact with the pipes. Tr. 71.

Similarly, according to Mr. Penrod, proper stair railings would be no less than three inches below the height of the pipes. Tr. 96. As Mr. Fahrenbach demonstrated at hearing, it would be extremely inconvenient, if not impossible, for an employee to crawl over the crossovers while holding a handrail positioned at or above eye level. Tr. 89. Furthermore, the addition of handrails over the crossovers would further restrict the already narrow passage over the conveyors. In this setting, the handrails would most likely never be used, thereby failing to advance the cause of safety.[2] Consequently, Item 6 of Citation No. 3 should be dismissed.

III. THE PENALTY ASSESSED IN ITEM 2 OF CITATION NO. 1 SHOULD BE AMENDED.

Item 2 of Citation No. 1 contained two alleged violations of 29 C.F.R. 1917.151(h)(1). The Secretary issued a $400 penalty for the entire violation. Cargill accepted Item "a" of the citation without a contest. Item "b" was fiercely

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[2] Mr. Bonk also testified that the crossovers only rise to a height of 41 inches. Tr. 66-67. This fact, in conjunction with the crossovers' other design features make the risk of an injury exceptionally remote.

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CARG003059

contested. However, the Secretary withdrew the citation for Item "b" the day before hearing. Despite withdrawing half of the citation, the Secretary refused to reduce the amount of the penalty. The sole explanation was "Well, I have two similar violations and you can group them together." Tr. 25. This justification, without more, is insufficient to support the imposition of a $400 civil penalty.

The Secretary is obligated to prove that the assessed penalty is appropriate. Colorado Fuel & Iron Steel Corp., 1974-75 OSHD (CCH) 23.537 (Rev. Comm. 1975). This proof requires more than bald assertions and mechanistic calculations, as the Commission has broad de novo review authority over all penalties. California Stevedore & Ballast Co. v. OSHRC, 517 F.2d 986 (9th Cir. 1978). Indeed, the Commission is empowered by Section 17(j) of the Occupational Safety and Health Act to "assess all civil penalties provided in this section."

Here, the case for reconsideration of the penalty is strong. The Secretary grouped violations because, at the time the citations were issued, she believed Cargill had committed two similar violations. However, she withdrew one of the alleged violations on the eve of the hearing. At this point there ceased to be any justification for grouping.

Despite the withdrawal of Item "b", the Secretary did not reduce or otherwise recalculate Cargill's penalty. Moreover, she also failed to provide any justification for the continued imposition of a $400 penalty.

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CARG003060

The Secretary has not satisfied her burden of proof as to the appropriateness of the penalty issued for Item 2 of Citation 1. Therefore, the penalty should be dismissed.

CONCLUSION

For the foregoing reasons, the contested citations and accompanying penalties issued against Cargill should be dismissed.

ATER WYNNE HEWITT DODSON & SKERRITT

By: _____
Jeffrey J. Baker, OSB # 89391
Of Attorneys for Respondent
Cargill, Inc.

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing MEMORANDUM OF LAW on the following party:

Office of the Solicitor
U. S. Department of Labor
1111 Third Avenue - Suite 945
Seattle, WA 98101-3212

Attorney for U. S. Department of Labor

by mailing a true and correct copy thereof to said party on the date stated below.

DATED July 22, 1991.

Jeffrey J. Baker, OSB #89391
Of Attorneys for Cargill, Inc.

Ater Wynne Hewitt Dodson & Skerritt
Lawyers
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CARG003062

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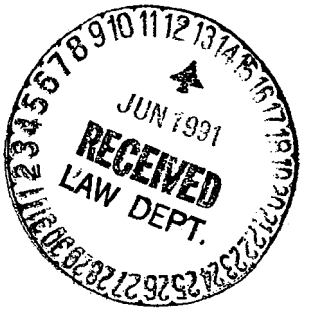

CARG003065

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CARGILL
CORPORATE SAFETY & HEALTH DEPARTMENT

15407 McGinty Road West
Minnetonka, MN 55391
Mail Address: Box 9300
Dept. #38
Minneapolis, MN 55440

3/25/91

Ron:
741
J. Mooney
Z102-722
file

March 20, 1991

Cathy L. Barnes
U.S. Department of Labor
1111 Third Avenue, Suite 945
Seattle, Washington 98101-3212

Re: Secretary of Labor vs. Cargill OSHRC Docket No. 90-3101

Dear Ms. Barnes:

Enclosed are two photos as discussed in the above case.

Photo #1 - Ref: Citation no. 1 - "serious" item 2(b). - Head shaft protrudes 2" beyond bearing. Position - This is a 6 1/2" diameter shaft which 1910.219(C)(4)(i) would permit 1/2 diameter or 3 1/4" projection. 1917.151 does not specifically address shafting.

Photo #2 - Ref: Citation No. 3 - "other" position - Crossovers are not stairs as intended in OSHA standards. These are special use convenience units permitting quick access from one side of 300'long conveyor to the other, eliminating the long trip around or the unsafe alternative of crawling over or under. Use is infrequent and no accidents have been known to occur here. These accesses predate the 1917 Marine Terminal standard. Top of conveyor is 36" from floor level. Note also the proximity of overhead water and hydraulic lines which serve as a hand hold for using the crossovers.

You will be receiving information verifying the voltage (24 volt) of the cited switch in citation no. 1 - "serious" from the plant. Please call when you have received and reviewed this information.

Thank you for your cooperation.

Sincerely,

E.J. Hambor
EJH:dh
Enclosures

cc: Al Haskall/CMD/Portland
bcc: John Mooneyham/OC#1

NO ENCL's When filed

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CARGILL
CORPORATE
SAFETY & HEALTH
DEPARTMENT

15407 McGinty Road West
Minnetonka, MN 55391
Mail Address: Box 9300
Dept. #38
Minneapolis, MN 55440

Lambach

~~IPM~~ Pls keep him ~~involved~~ informed Dale

REGISTERED MAIL

February 4, 1991

Ray H. Darling, Jr.
Executive Secretary
Occupational Safety & Health Review Commission
1825 "K" Street, N.W.
Washington, D.C. 20006

Re: Secretary of Labor v. Cargill, Incorporated
OSHRC Docket No. 90-3101; Inspection No. 107109530

Dear Mr. Darling:

Enclosed is Respondent's Answer for filing in the above entitled case. A copy is being forwarded to the Complainant on the above date.

Sincerely,

Edward J. Hambor

Edward J. Hambor

EJH:jd
Enclosure

cc: Cathy L. Barnes
Al Haskall/CMD/Portland

cc: John Mooneyham
~~Dale~~ Fehrenbach

BUILDING ON TRADITION · 125 YEARS

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR, Complainant, v. CARGILL, INCORPORATED Respondent,	)	OSHRC DOCKET NO. 90-3191 Inspection No. 107109530 ANSWER

Respondent, Cargill, Incorporated, answers the above complaint as follows:

I

Admitted.

II

Admitted.

III

Admitted.

IV

Admitted.

V

Admitted.

CARG003070

VI

Admitted.

VII

Admitted.

VIII

Citation Number One, Item One:

(a) Denied.

(b) Denied.

(c) Denied.

(d) Admitted.

(e) Denied.

(f) Denied.

(g) Denied.

(h) Respondent admits that a penalty of $400.00 has been proposed but cannot respond to complainant's methodology for calculating the proposed penalty.

(i) Respondent admits that an abatement period of "immediately upon receipt" has been proposed. Respondent denies that the proposed settlement is reasonable as no violation as alleged, in fact, existed.

CARG003071

Defenses to Part VIII of the Complaint:

A. Cited standard is not applicable to the alleged violation. 29 CFR 1910.303(g)(2)(i) specifically concerns "equipment operating at 50 volts or more." Cited on/off switch is a 24 volt control circuit.

B. Cited hazard and potential exposure are highly improbable. There were no "bare electrical wires" accessible for accidental contact by employees. Connections were properly placed inside the junction box behind the switch. No serious electrical shock potential existed.

IX

Citation Number One, Item Two:

(a) Denied.

(b) Admitted.

(c) Denied.

(d) Respondent admits that the two motor shafts were not guarded. Respondent denies that employees were exposed because of the unguarded shafts.

(e) Respondent admits that the stub shaft for leg 3 was not guarded. Respondent denies that employees were exposed because of the unguarded shaft.

(f) Denied.

(g) Denied.

(h) Denied.

CARG003072

(i) Admitted.

(j) Admitted.

Defenses for Part IX of the Complaint:

A. Rotating shafts were guarded by position or location. Location of dust loadout motors is not a normal work area and visitation by employees is infrequent.

B. Cited standard is not applicable to condition. 29 CFR 1917.151(h)(1) does not specifically address projecting shaft ends. 29 CFR 1910. 215(c)(4)(i) is the more appropriate cite. The latter allows a shaft end projection equal to one-half the diameter of the shaft. In this case, a 6-1/2 inch diameter shaft can project 3-1/4 inches. The 2 inch projection on leg 3 is well within this limit.

C. Leg 3 shaft is slow speed, smooth with no projecting keys or keyways.

D. No serious hazard or employee exposure exists even should accidental contact occur.

X

Citation Number Two, Item One:

(a) Denied.

(b) Denied.

(c) Denied.

(d) Denied.

CARG003073

(e) Denied.

(f) Denied.

(g) Denied.

(h) Denied.

(i) Respondent admits that a penalty of $100.00 has been proposed for the alleged violation. Respondent cannot respond to Complainant's methodology for calculating the proposed penalty or the reasonableness of same, as no violation as alleged, in fact, existed.

(j) Respondent admits that an abatement date of "immediately upon receipt" is proposed for this alleged violation. Respondent denies that the proposed abatement is reasonable or necessary as no violation as alleged, in fact, existed.

Defenses for Part X of the Complaint:

A. Cited condition is not a repeat violation as alleged. Citation Number One, Item One issued as a result of OSHA Inspection Number 107101776 on February 24, 1989 does not reference 29 CFR 1917.119(f)(9) as the source standard.

B. Subject 28 foot extension ladder was equipped with slip resistant safety feet and the top-end was wedged into the overhead spouting so as to preclude any reasonably foreseeable probability of shifting or slipping.

C. Ladder was staged, but not in use. Maintenance person had used the ladder to inspect a limit switch suspected of malfunction. Problem was later discovered in the control room. Ladder was left in place during trouble shooting in the event it was needed. Ladder was actually used only once at this location and for a brief period of time.

CARG003074

XI

Citation Number Three, Item One was not contested and has become a final order of the Review Commission. No response to the Complaint on this issue is required.

XII

Citation Number Three, Item Two was not contested and has become a final order of the Review Commission. No response to the Complaint on this issue is required.

XIII

Citation Number Three, Item Three was not contested and has become a final order of the Review Commission. No response to the Complaint on this issue is required.

XIV

Citation Number Three, Item Four:

(a) Denied.

(b) Denied.

(c) Denied.

(d) Denied.

(e) Denied.

(f) Respondent admits that an abatement date of November 26, 1990 was proposed. Respondent denies that the proposed abatement is reasonable or necessary as no violation as alleged, in fact, existed.

CARG003075

Defenses to Part XIV of the Complaint:

A. Cited standard is not applicable to condition alleged as a violation. 29 CFR 1917.43(c)(5) is a maintenance requirement not a specification for adding equipment or systems not originally installed.

B. Units are not equipped with horns as they contain no electrical systems. End-loaders are used inside bulk flat storage tanks where during abnormal conditions dust emplosive atmospheres could occur. To prevent potential ignition sources, equipment operating in these areas must meet the requirements for this possibility.

C. Operating area is not a pedestrian or other traffic area. Personnel do not enter or work in or around end loaders during bin shoveling operation.

D. There is no logical safety benefit for providing horns or other warning devices on this type of equipment performing this function.

XV

Citation Number Three, Item Five was not contested and has become a final order of the Review Commission. No response to the Complaint on this issue is required.

XVI

Citation Number Three, Item Six:

(a) Denied.

(b) Denied.

(c) Denied.

(d) Denied.

CARG003076

(e) Denied.

(f) Denied.

(g) Respondent admits that an abatement date of December 7, 1990 was proposed. Respondent denies that the proposed abatement is reasonable or necessary as no violation as alleged, in fact, existed.

Defenses for Part XVI of the Complaint:

A. Equipment characterized as "fixed stairs" are not fixed stairways as defined by 29 CFR 1917.120(a). Units are, in fact, crossovers for the conveyors and as such integral parts of the conveyors which are specifically exempted from compliance with this standard.

B. Unfeasibility of proposed abatement. Clearance from the top of the conveyor does not provide adequate clearance for installation of a standard stair rail or hand rail.

C. Greater hazard. Installation of railings would require more upright position when using crossovers exposing employees to increased potential for head injuries through contact with overhead pipes and lines.

D. Use of crossovers is infrequent as no full-time employees work in this area as a normal routine.

E. No injuries have been known to occur in which using the crossovers was a factor.

F. There is no significant safety benefit to be derived from the installation of railings for the cost expended to do so.

CARG003077

XVII

Citation Number Three, Item Seven was not contested and has become a final order of the Commission. No response to the Complaint on this issue is required.

XVIII

Admitted in part and denied in part. Respodnent admits that a penalty of $0 was proposed for Citation Number Three, Items One through Seven. Respondent denies that any penalty was reasonable or necessary for the alleged violations.

XIX

Admitted in part and denied in part. Respondent admits the allegations of violations which pertain to Citation Number Three, Items One, Two, Three, Five and Seven. Respondent denies the alleged violations of Citation Number Three, Items Four and Six and the allegations of their relationship to safety and health of its personnel.

XX

Admitted.

WHEREFORE, Respondent respectfully requests that the Commission vacate aforesaid citations and notification of penalties and dismiss the Complaint.

Date Feb. 4, 1991.

Edward J. Hamber
CARGILL, INCORPORATED
Box 9300
Minneapolis, Minnesota 55440
612/475-7271

CARG003078

CERTIFICATE OF SERVICE

I certify that the foregoing Answer was sent by regular mail this 4th day of February, 1991 to the following:

Ms. Cathy L. Barnes
U.S. Department of Labor
1111 Third Avenue, Suite 945
Seattle, Washington 98101-3212

Edward J. Hanbor
CARGILL, INCORPORATED

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U.S. Department of Labor

Occupational Safety & Health Administration
Room 640
1220 Southwest Third Avenue
Portland, Oregon 97204

Telephone: (503) 326-2251
Reply to the Attention of:

Nov 7 1990

until Nov. 30
to respond.

Cargill
Terminal 4, Foot of N. Lombard
Portland, OR 97203

Dear Sirs:

Enclosed you will find citations for violations of the Occupational Safety and Health Act of 1970 (the Act) which may have accompanying proposed penalties. Also enclosed is a booklet which explains your rights and responsibilities under the Act. If you have any questions about the enclosed citations and penalties, I would welcome further discussion in person or by telephone.

You will note on page 9 of the booklet that, for violations which you do not contest, you must (1) notify this office promptly by letter that you have taken appropriate corrective action within the time set forth on the citation; and (2) pay any penalties assessed. Please inform me of the abatement steps you have taken and of their dates together with adequate supporting documentation; e.g., drawings or photographs of corrected conditions, purchase/work orders related to abatement actions, air sampling results. This information will allow us to close the case.

As indicated on page 10 of the booklet, you may request an informal conference with me during the 15-working-day notice of contest period. During such an informal conference you may present any evidence or views which you believe would support an adjustment to the citation or the penalty.

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of the citation. The running of this contest period is not interrupted by an informal conference. You must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so.

If you decide to request an informal conference, please complete the attached notice and post it next to the citations as soon as the time, the date, and place of the informal conference have been determined.

PAGE.002/010 CARGILL, INC. T-4 NOV 8 '90 13:09

Be sure to bring to the conference with you any and all supporting documentation of existing conditions as well as of any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

Sincerely,

Carl A. Halgren
Area Director

Enclosures

CARG003082

U.S. Department of Labor
Occupational Safety and Health Administration

Citation and Notification of Penalty

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	1 of 2

1. Type of Violation(s)	2. Citation Number
Serious	01

The violation(s) described in this Citation are alleged to have occurred on or about the day the inspection was made unless otherwise indicated within the description given below.

10. Inspection Date(s): 10/31/90 - 10/31/90

11. Inspection Site:

Terminal 4, Foot of N. Lombard
Portland, OR 97203

9. To:

Cargill
and its successors
Terminal 4, Foot of N. Lombard
Portland, OR 97203

Penalt Are O Within Days Receip of Thi Notific Unless Contes (See enclos Bookle

This S May E Detach Before Postin

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This Citation describes violations of the Occupational Safety and Health Act of 1970. The penalty(ies) listed below are based on these violations. You must abate the violations referred to in this Citation by the dates listed below and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and penalty you mail a notice of contest to the U.S. Department of Labor Area Office at the address shown above. (See the enclosed booklet which outlines your rights and responsibilities and should be read in conjunction with this form.) You are further notified that unless you inform the Area Director in writing that you intend to contest the Citation or proposed penalties within 15 working days after receipt, this Citation and the proposed penalties will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless the Citation is affirmed by the Review Commission.

12. Item Number / 13. Standard, Regulation or Section of the Act Violated	14. Description	15. Date by Which Violation Must Be Abated	16. P
1 29 CFR 1910.303(g)(2)(i): Live parts of electric equipment operating at 50 volts or more were not guarded against accidental contact by approved cabinets or other forms of approved enclosures, or other means listed under this provision: (a) The cover was missing to the on/off switch for the Rockwell/Delta drill press in the shop. Bare electrical wires were accessible to accidental employee contact.	contest	Immediately Upon Receipt THIS IS 24VAC UNGROUNDED	40(
2 29 CFR 1917.151(h)(1): Rotating parts located 7 feet or less above working surfaces were not guarded to prevent employee contact with moving parts: (a) Guards have not been provided on the two open shafts for the two motors for the truck dust load out system, exposing employees to the rotating shafts. (b) The 6-1/2 ϕ inch shaft for leg 3 on the 7th floor protudes two inches and has not been guarded, exposing employees to	no contest contest	11/26/90 check shaft diameter + protrusion	40(

17. Area Director
Carl A. Halgren

18. Last

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U.S. Department of Labor
Occupational Safety and Health Administration

Citation and Notification of Pe ty

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

1. Type of Violation	2. Citation Number
Serious	01

The violation(s) described in this Citation are alleged to have occurred on or about the day the inspection was made unless otherwise indicated within the description given below.

3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	2 of 2

10. Inspection Date(s): 10/31/90 - 10/31/90

11. Inspection Site: Terminal 4, Foot of N. Lombard
Portland, OR 97203

9. To:

Cargill
and its successors
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12. Item Number / 13. Standard, Regulation or Section of the Act Violated	14. Description	15. Date by Which Violation Must Be Abated	16. Pe
	the rotating shaft.		

17. Area Director: For Carl A. Halgren

18. $ 800

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ORIGINAL

FROM CARGILL, INC. T-4 8 '90 13:11 FAGE.005/010

CARG003084

U.S. Department of Labor
Occupational Safety and Health Administration

Citation and Notification of Penalty

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

1. Type of Violation	2. Citation Number
Repeat	02

The violation(s) described in this Citation are alleged to have occurred on or about the day the inspection was made unless otherwise indicated within the description given below.

3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	1 of 1

10. Inspection Date(s): 10/31/90 - 10/31/90

11. Inspection Site:

Terminal 4, Foot of N. Lombard
Portland, OR 97203

9. To:

Cargill
and its successors
Terminal 4, Foot of N. Lombard
Portland, OR 97203

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12. Item Number / 13. Standard, Regulation or Section of the Act Violated	14. Description	15. Date by Which Violation Must Be Abated	16. Pe
1		Immediately Upon Receipt	100

29 CFR 1917.119(f)(9): Ladders were not fitted with slip resistant bases and secured at top or bottom to prevent the ladder from slipping:

(a) The 28-foot wooden extension ladder leaning against the truck receiving scale on the northeast end of the distribution floor was not secured to prevent it from shifting.

Cargill Company was previously cited for a violation of this Occupational Safety and Health Standard or its equivalent standard (29 CFR 1917.119(f)(9)) which was contained in OSHA Inspection No. 107101776, Citation No. 1, Item No. 1, issued on February 24, 1989.

Contest

17. Area Director
FOR Carl A. Halgren

18. $ 100

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U.S. Department of Labor
Occupational Safety and Health Administration

Citation and Notification of Penalty

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

1. Type of Violation	2. Citation Number
Other	03

3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	1 of 4

The violation(s) described in this Citation are alleged to have occurred on or about the day the inspection was made unless otherwise indicated within the description given below.

10. Inspection Date(s): 10/31/90 - 10/31/90

11. Inspection Site: Terminal 4, Foot of N. Lombard
Portland, OR 97203

9. To:

Cargill
and its successors
Terminal 4, Foot of N. Lombard
Portland, OR 97203

Penalties Are Due Within Days of Receipt of This Notification Unless Contested (See enclosed Booklet)

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12. Item Number / 13. Standard, Regulation or Section of the Act Violated / 14. Description	15. Date by Which Violation Must Be Abated	16. Pe
1 29 CFR 1910.303(f): Each service, feeder and branch circuit, at its disconnecting means or overcurrent device, was not legibly marked to indicate its purpose, nor located and arranged so the purpose was evident: (a) There were 12 circuit breakers in the lighting panel in the shop which were not labeled indicating which fixture or appliance they controlled. NO CONTEST.	11/26/90	0.
2 29 CFR 1910.305(b)(2): Each outlet box in completed installations did not have a cover, faceplate, or fixture canopy: (a) Cover was missing from the junction box behind the small grinder in the shop. NO CONTEST.	11/26/90	0.

17. Area Director: Carl A. Holgren

18. Last Pa

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NOV 8 '90 13:13 FROM CARGILL INC. T-4 PAGE.007

CARG003086

U.S. Department of Labor
Occupational Safety and Health Administration

Citation and Notification of Penalty

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

1. Type of Violation(s)	2. Citation Number
Other	03

3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	2 of 4

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10. Inspection Date(s): 10/31/90 - 10/31/90

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Terminal 4, Foot of N. Lombard
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12. Item Number / 13. Standard, Regulation or Section of the Act Violated	14. Description	15. Date by Which Violation Must Be Abated	16. Pe
3 29 CFR 1917.42(b)(4): "U" bolts were not applied with the "U" section in contact with the dead end of the rope:	no contest (a) The three Crosby clips on the wire rope on the counterweight for the barge receiving leg were placed backwards. They did not have the "U" section in contact with the dead end of the rope.	11/26/90	0
4 29 CFR 1917.43(c)(5): Powered industrial trucks were not maintained in a safe working order:	contest (a) The Fiat-Allis and the Clark #35 front end loaders have not been provided with horns with which to warn others at crossaisles or other areas where visibility may be obscured.	11/26/90 were they originally equipped w/horns? NO.	0

17. Area Director
Bob Longogk
For Carl A. Halgren

18. Last P

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U.S. Department of Labor
Occupational Safety and Health Administrati

Citation and Notification of Penalty

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

1. Type of Violation	2. Citation Number
Other	03

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3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	3 of 4

10. Inspection Date(s): 10/31/90 - 10/31/90

11. Inspection Site:

Terminal 4, Foot of N. Lombard
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12. Item Number / 13. Standard, Regulation or Section of the Act Violated / 14. Description	15. Date by Which Violation Must Be Abated	16. Pe
5 29 CFR 1917.51(a): Hand tools used by employees were not maintained in safe operating condition: (a) The wooden handle on the eight pound sledge hammer available for use in the shop was cracked and splintered. no contest	Immediately Upon Receipt	0
6 29 CFR 1917.120(b)(3): Fixed stairs having four or more risers did not have stair railings or handrails complying with 29 CFR 1917.112(c)(1): (a) The crossover stairs, 5 steps each, on the basement belts have not been provided with handrails. This includes the 3 belts with 2 crossover stairs on each belt for a total of 6 crossover stairs. contest	12/07/90 installation would create hazard.	0

17. Area Director
For Carl A. Halgren

18. Last P

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Occupational Safety and Health Administration

Citation and Notification of Pen /

U.S. Department of Labor - OSHA
Room 640
1220 Southwest Third Avenue
Portland, OR 97204

1. Type of Violation	2. Citation Number
Other	03

3. Issuance Date	4. Inspection Number
11/07/90	107109530
5. Reporting ID	6. CSHO ID
1032700	P0601
7. Optional Report No.	8. Page No.
368	4 of 4

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11. Inspection Site: Terminal 4, Foot of N. Lombard
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and its successors
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12. Item Number / 13. Standard, Regulation or Section of the Act Violated	14. Description	15. Date by Which Violation Must Be Abated	16. Per
7	29 CFR 1917.151(g)(1): Safety guards for abrasive wheels were not adjustable or did not have an adjustable tongue or piece at the top of the opening where operator must stand in front of the safety guard opening: (a) The two Baldor pedestal mounted grinders in the shop were not provided with tongue guards.	11/26/90	0.

17. Area Director: Carl A. Halgren

18. $ 0.

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CITATION AND NOTIFICATION OF PENALTY — ORIGINAL — OSHA-2 (Rev. 1/84)

CARG003089

Irving & T-4 0012.PDF

TRANSFER APPLICATION FOR AIR CONTAMINANT DISCHARGE PERMIT — **AQ103 ANSWER SHEET**

FOR DEQ USE ONLY		
Permit No.	Date Received	
Application No.	Check No.	Amount

1. Company	2. Facility Location
New Name: CLD Pacific Grain, LLC	Name: Louis Dreyfus Corp.
Mailing Address: 222 SW Columbia, Suite 1133	Street Address: N. Holladay Street
City, State, Zip Code: Portland, OR 97201	City, County, Zip Code: Portland, Multnomah Cty, OR 97227
3. Site Contact Person	**4. Reason for Transfer**
Name: Lance Bachman	Joint Venture
Title: Superintendent	**5. Effective Date of Change** 12/03/01
Phone Number: 503-232-0127	

6. Signatures:

I hereby apply for permission to discharge air contaminants in the State of Oregon, as stated or described in this application, and certify that the information contained in this application and the schedules and exhibits appended hereto, are true and correct to the best of my knowledge and belief.

FUTURE PERMIT HOLDER

Arnie Schaufler — Name of official (Printed or Typed)

General Manager (503) 243-1133 — Title of official and phone number

Signature of official

Date

CURRENT PERMIT HOLDER:

Kevin Kaufman — Name of official (Printed or Typed)

Senior V.P., Transportation & Operatic (203) 761-2251 — Title of official and phone number

Signature of official

November 29, 2001 — Date

SUBMIT TWO COPIES OF THE COMPLETED APPLICATION TO THE DEPARTMENT BUSINESS OFFICE ALONG WITH THE FEES. MAKE CHECKS PAYABLE TO DEQ.

Oregon Department of Environmental Quality
Business Office
811 SW Sixth Avenue
Portland, OR 97204

FEES: **$300.00**

CARG003091

Irving & T-4 0013.PDF

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/16/01	801818070

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

⑈801818070⑈ ⑆091215927⑆ 152100003085⑈

CARG003093

Irving & T-4 0015.PDF

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/15/01	801817220
Amount	
$**********$300.00	

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

⑈801817220⑈ ⑆091215927⑆ 15210000308 5⑈

CARG003095

Irving & T-4 0016.PDF

TRANSFER APPLICATION FOR AIR CONTAMINANT DISCHARGE PERMIT — **AQ103 ANSWER SHEET**

FOR DEQ USE ONLY		
Permit No.	Date Received	
Application No.	Check No.	Amount

1. Company	2. Facility Location
New Name: CLD Pacific Grain, LLC	Name: Cargill, Incorporated
Mailing Address: 222 SW Columbia, Suite 1133	Street Address: 800 North River Street
City, State, Zip Code: Portland, OR 97201	City, County, Zip Code: Portland, Multnomah County, OR 97227
3. Site Contact Person	**4. Reason for Transfer**
Name: Lance Bachman	Joint Venture
Title: Superintendent	**5. Effective Date of Change** 12/3/01
Phone Number: 503 232 0127	

6. Signatures:

I hereby apply for permission to discharge air contaminants in the State of Oregon, as stated or described in this application, and certify that the information contained in this application and the schedules and exhibits appended hereto, are true and correct to the best of my knowledge and belief.

FUTURE PERMIT HOLDER

Arnie Schaufler	General Manager, 503-243-1133
Name of official (Printed or Typed)	Title of official and phone number
Signature of official	12/6/01 Date

CURRENT PERMIT HOLDER:

Don Vogt	V.P. Ag. Producer Services
Name of official (Printed or Typed)	Title of official and phone number 952-742-7150
Signature of official	12/3/01 Date

SUBMIT TWO COPIES OF THE COMPLETED APPLICATION TO THE DEPARTMENT BUSINESS OFFICE ALONG WITH THE FEES. MAKE CHECKS PAYABLE TO DEQ.

Oregon Department of Environmental Quality
Business Office
811 SW Sixth Avenue
Portland, OR 97204

FEES: **$300.00**

Irving & T-4 0017.PDF

ATER WYNNE
HEWITT
DODSON
& SKERRITT
ATTORNEYS AT LAW

Suite 1800
222 S.W. Columbia
Portland, Oregon 97201-6618
(503) 226-1191
Fax (503) 226-0079

Z 102-722
Lile

June 10, 1991

Mr. Ron Laumbach
Cargill, Inc.
P. O. Box 9300
Minneapolis, Minnesota 55440

Dear Ron:

I appreciated receiving your call regarding the Oregon OSHA matter. I understand from my associate, Jeff Baker, that the hearing went quite well, so that I hope we will provide you with a good result.

Thank you again for the referral. A copy of our first statement is enclosed for your records.

Sincerely,

Daniel H. Skerritt

Enclosure

DHS\dm1039.ltr

copy D. Fehrenbach 6/13

Seattle, Washington
(206) 623-4711
Fax (206) 467-8406

Washington, D.C.
(202) 785-0303
Fax (202) 785-8676

San Francisco, California
(415) 421-4143
Fax (415) 989-1263

Affiliated offices in
Anchorage, Fairbanks
and Juneau, Alaska

no encl when filed

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/15/01	801817442

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

CARG003099

Irving & T-4 0018.PDF

CARGILL, INCORPORATED
LAW DEPARTMENT

Mailing Address:
P.O. Box 5624
Minneapolis, MN 55440-5624

Location/Shipping Address:
15407 McGinty Road West
Wayzata, MN 55391-5624

Facsimile:
(952) 742-6349
or (952) 742-7503

Robbie Bray
Senior Paralegal
Phone: (952) 742-7005

Robbie_Bray@cargill.com

December 3, 2001

Office of State Fire Marshal
Survey Unit
4760 Portland Road NE
Salem, OR 97305-1760

Dear Sir or Madam:

Enclosed please find two (2) revised Hazardous Substance Information Surveys ("the Surveys") with respect to Cargill, Incorporated's former facilities located at 800 N. River Street and 11000 N. Lombard in Portland, Oregon.

Cargill and Louis Dreyfus Corporation entered into a joint venture called CLD Pacific Grain, LLC on December 3, 2001. As a result, the contact information for the above referenced locations has changed.

Please direct any questions or inquiries regarding this matter to Lance Bachman at (503) 232-0127.

Sincerely,

Robbie Bray

Robbie Bray
Senior Paralegal

RB:skp
Enclosure
253857

Irving & T-4 0019.PDF

FORM COMPANY 5032811971 PAGE.013 NOV 12 '01 14:36

Due Date: NOVEMBER 2, 2001 **2001** Facility ID Numbe 024309

OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE [BRACKETED] AREAS

SECTION A HAZARDOUS SUBSTANCE PRESENCE Check the correct box to the left.

☒ YES ☐ NO 1. Were there hazardous substances present at this site in reportable quantities during this survey period?

☐ YES ☒ NO 2. Were there Extremely Hazardous Substances (EHS) present at this site that meet the threshold planning quantities during this survey period?

☐ YES ☒ NO 3. Is this facility subject to the reporting requirements of Section 112(r) of the Clean Air Act?

SECTION B DEMOGRAPHIC DATA Complete, correct or add information in the [bracketed] areas.

1. SIC CODE 1: 5153 DEFINITION: GRAIN AND FIELD BEANS-WHOLESALE
2. SIC CODE 2: DEFINITION:
3. BUSINESS ACTIVITY AT THIS SITE: EXPORT GRAIN ELEVATOR
4. DUN & BRADSTREET #:
5. MANAGER'S NAME: ~~GENE LOFFLER~~ Lance Bachman
6. SEND TO ATTENTION OF: ~~GENE LOFFLER~~ Lance Bachman
7. E-MAIL ADDRESS:
8. BUSINESS NAME: ~~CARGILL INC~~ CLD Pacific Grain, LLC
9. DEPT OR DIV: IRVING ELEVATOR
10. SITE ADDRESS: 800 N RIVER ST
CITY: PORTLAND
COUNTY: MULTNOMAH
STATE: OR ZIP CODE: 97227
11. MAILING ADDRESS: ~~800 N RIVER ST~~ 222 SW Columbia, Suite 113
CITY: PORTLAND
COUNTY: MULTNOMAH
STATE: OR ZIP CODE: ~~97227~~ 97201
12. BUSINESS PHONE: 503-281-9177
13. NUMBER OF EMPLOYEES AT THIS SITE: 25
14. EMERGENCY ASSISTANCE CONTACT PERSON FOR THIS SITE: ~~GENE LOFFLER~~ Lance Bachman
15. EMERGENCY CONTACT PHONES: (503) 232-0127 (360) 576-8464
DAY ~~503-281-9177~~ NIGHT ~~503-698-332~~
16. RESPONSIBLE FIRE DEPARTMENT: PORTLAND FIRE BUREAU

SPECIAL FIRE DEPARTMENT INFORMATION This section is for information the fire service needs to know in case of an emergency.

17. ☒ YES ☐ NO WRITTEN EMERGENCY PLAN. IF YES, WHERE AT SITE: Main office
18. ☐ YES ☒ NO AUTOMATIC FIRE SUPPRESSION SYSTEM PRESENT; e.g., sprinklered, halon system, etc.
19. ☒ YES ☐ NO ARE STORAGE BUILDINGS/TANKS/AREAS PLACARDED ACCORDING TO NFPA 704?
20. ☐ YES ☒ NO ARE OTHER TYPES OF PLACARDS USED?

GENE LOFFLER
CARGILL INC
IRVING ELEVATOR
800 N RIVER ST
PORTLAND OR 97227

SECTION C PERSON COMPLETING FORM
This person will be contacted to answer any questions needing clarifica

1. PRINT NAME: Gene Loffler
2. SIGNATURE (REQUIRED): [signature]
3. DATE: 9/14/01 PHONE NO: 503-281-9177

CHEMICAL

2001 OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Numbe 024309

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE BRACKETED AREAS

SECTION D

COMMON NAME/TRADE NAME: ACETYLENE
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: ACETYLENE

EHS ☐ 112(r) ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
3	3	10	10	11	00	365	L 2 4	2.1 6.3	74-86-2

☐ 1 - PURE ☐ 2 - MIXTURE
☐ 1 - NEW ☐ 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1001

STORAGE LOCATIONS AT SITE: OUTSIDE SE SIDE OF MAINT SHO P

EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME: DIESEL FUEL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PETROLEUM MID-DISTILLATES

EHS ☐ 112(r) ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
2	2	11	11	20	00	365	A 1 4	3.3	68334-30-5

☐ 1 - PURE ☐ 2 - MIXTURE
☐ 1 - NEW ☐ 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1993

STORAGE LOCATIONS AT SITE: 40' S OF RAIL UNLOADING SHED NEXT TO RAILROAD TRACKS

EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME: GRAIN DUST
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: GRAIN DUST

EHS ☐ 112(r) ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
1	1	31	31	51	51	365	A 1 4	4.5	

☐ 1 - PURE ☐ 2 - MIXTURE
☐ 1 - NEW ☐ 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN):

STORAGE LOCATIONS AT SITE: DUST TANK W OF UNLOAD PIT

EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME: METHANOL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: METHANOL

EHS ☐ 112(r) ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
2	2	00	02	02	02	365	M 1 4	3.2 6.4	67-56-1

☐ 1 - PURE ☐ 2 - MIXTURE
☐ 1 - NEW ☐ 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1230

STORAGE LOCATIONS AT SITE: IN AFLATOXIN LAB LOCATED NEX T TO CONCRETE RAMP TO SHIP DOCK

EPA PESTICIDE

CARG003104

CHEMICAL

2001 OREGON STATE FIRE MARSHAL

Facility ID Numbe

HAZARDOUS SUBSTANCE INFORMATION SURVEY

024309

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE [BRACKETED] AREAS

SECTION D

COMMON NAME/TRADE NAME: NITROGEN
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: NITROGEN

EHS	112(r)	PHYSICAL STATE (Use Table I)	UNIT OF MEASURE (Use Table II)	AVG. AMT. CODE (Use Table III)	MAX. AMT. CODE (Use Table III)	AMT. IN CODE (Use Table III)	AMT. OUT CODE (Use Table III)	NUMBER OF DAYS ON SITE (3 Digit No.)	STORAGE CODE (Use Tables IV & V)	HAZARD CLASSES (Use Table VI)	CAS NO. (IF KNOWN)
		3	3	11	20	20	00	365	L 2 4	2.2	7727-37-9

1 - PURE 2 - MIXTURE
1 - NEW 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1066

STORAGE LOCATIONS AT SITE: OUTSIDE NW SIDE OF TRANSFER HOUSE ALSO BY MARINE LEG WINCHES

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: OIL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PETROLEUM HYDROCARBON

EHS	112(r)	PHYSICAL STATE (Use Table I)	UNIT OF MEASURE (Use Table II)	AVG. AMT. CODE (Use Table III)	MAX. AMT. CODE (Use Table III)	AMT. IN CODE (Use Table III)	AMT. OUT CODE (Use Table III)	NUMBER OF DAYS ON SITE (3 Digit No.)	STORAGE CODE (Use Tables IV & V)	HAZARD CLASSES (Use Table VI)	CAS NO. (IF KNOWN)
		2	2	04	04	04	04	365	R 1 4	4.5	90622-58-5

1 - PURE 2 - MIXTURE
1 - NEW 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1270

STORAGE LOCATIONS AT SITE: INSIDE MILLWRIGHT SHOP & INSIDE WHSE S END OF PROPERTY

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: OXYGEN
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: OXYGEN

EHS	112(r)	PHYSICAL STATE (Use Table I)	UNIT OF MEASURE (Use Table II)	AVG. AMT. CODE (Use Table III)	MAX. AMT. CODE (Use Table III)	AMT. IN CODE (Use Table III)	AMT. OUT CODE (Use Table III)	NUMBER OF DAYS ON SITE (3 Digit No.)	STORAGE CODE (Use Tables IV & V)	HAZARD CLASSES (Use Table VI)	CAS NO. (IF KNOWN)
		3	3	10	10	11	00	365	L 2 4	2.2 5.1	7782-44-7

1 - PURE 2 - MIXTURE
1 - NEW 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1072

STORAGE LOCATIONS AT SITE: OUTSIDE N END OF MAINT SHOP

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: PROPANE
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PROPANE

EHS	112(r)	PHYSICAL STATE (Use Table I)	UNIT OF MEASURE (Use Table II)	AVG. AMT. CODE (Use Table III)	MAX. AMT. CODE (Use Table III)	AMT. IN CODE (Use Table III)	AMT. OUT CODE (Use Table III)	NUMBER OF DAYS ON SITE (3 Digit No.)	STORAGE CODE (Use Tables IV & V)	HAZARD CLASSES (Use Table VI)	CAS NO. (IF KNOWN)
		3	3	04	04	10	00	365	L 2 4	2.1	74-98-6

1 - PURE 2 - MIXTURE
1 - NEW 2 - NO LONGER REPORTABLE

UN/NA NO. (IF KNOWN): 1075

STORAGE LOCATIONS AT SITE: OUTSIDE E SIDE OF MAINT SHOP

EPA PESTICIDE

CHEMICAL

2001 OREGON STATE FIRE MARSH
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Numbe 024309

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE BRACKETED AREAS

SECTION D

COMMON NAME/TRADE NAME: WHITE MINERAL OIL

HAZARDOUS INGREDIENT IN HIGHEST CONCENTRATION: MINERAL OIL

EHS ☐ 112(r) ☐

1 - PURE ☒ 2 - MIXTURE ☐

1 - NEW ☐ 2 - NO LONGER REPORTABLE ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
2	2	21	21	31	31	365	A 1 4	4.5	8042-47-5

UN/NA NO. (IF KNOWN)

STORAGE LOCATIONS AT SITE: E OF SHOP BLDG

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME:

HAZARDOUS INGREDIENT IN HIGHEST CONCENTRATION:

EHS ☐ 112(r) ☐

1 - PURE ☐ 2 - MIXTURE ☐

1 - NEW ☐ 2 - NO LONGER REPORTABLE ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

UN/NA NO. (IF KNOWN)

STORAGE LOCATIONS AT SITE

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME:

HAZARDOUS INGREDIENT IN HIGHEST CONCENTRATION:

EHS ☐ 112(r) ☐

1 - PURE ☐ 2 - MIXTURE ☐

1 - NEW ☐ 2 - NO LONGER REPORTABLE ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

UN/NA NO. (IF KNOWN)

STORAGE LOCATIONS AT SITE

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME:

HAZARDOUS INGREDIENT IN HIGHEST CONCENTRATION:

EHS ☐ 112(r) ☐

1 - PURE ☐ 2 - MIXTURE ☐

1 - NEW ☐ 2 - NO LONGER REPORTABLE ☐

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

UN/NA NO. (IF KNOW)

STORAGE LOCATIONS AT SITE

EPA PESTICIDE

Irving & T-4 0020.PDF

FORM COMPANY **RETAIN A COPY OF THIS SURVEY FOR 3 YEARS**

DUE BY DECEMBER 1, 2000 **2000** Facility ID Numb 019519

OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

PLEASE TYPE OR PRINT ONLY CHANGES OR ADDITIONS IN THE [illegible] AREAS TO THE RIGHT OR BELOW THE PREPRINTED DAT

SECTION A HAZARDOUS SUBSTANCE PRESENCE Check the correct box to the left.

☒ YES ☐ NO 1. Were there hazardous substances present at this site in reportable quantities during this survey period?

☐ YES ☒ NO 2. Were there Extremely Hazardous Substances (EHS) present at this site that meet the threshold planning quantities during this survey period?

☐ YES ☒ NO 3. Is this facility subject to the reporting requirements of Section 112(r) of the Clean Air Act?

SECTION B DEMOGRAPHIC DATA Complete, correct or add information in the [illegible] areas.

1. SIC CODE 1: 5153 DEFINITION: GRAIN AND FIELD BEANS-WHOLESALE

2. SIC CODE 2: DEFINITION:

3. BUSINESS ACTIVITY AT THIS SITE:
GRAIN ELEVATOR

4. DUN & BRADSTREET #: 00-624-9189

5. MANAGER'S NAME: ~~TOMMIE WILLIAMS~~ Lance Bachman

6. SEND TO ATTENTION OF: ~~VERN HOGAN~~ Lance Bachman

7. E-MAIL ADDRESS: CLD Pacific Grain, LLC

8. BUSINESS NAME: ~~CORGILL INC~~

9. DEPT OR DIV: ~~CORGILL GRAIN DIVISION~~

10. SITE ADDRESS:
FT OF N LOMBARD
CITY: PORTLAND
COUNTY: MULTNOMAH
STATE: OR ZIP CODE: 97203

11. MAILING ADDRESS: 222 SW Columbia, Suite 1133
~~FOOT OF N LOMBARD~~
CITY: PORTLAND
COUNTY: MULTNOMAH
STATE: OR ZIP CODE: ~~97203~~ 97201

12. BUSINESS PHONE: 503-286-0678

13. NUMBER OF EMPLOYEES AT THIS SITE: ~~25~~ (503) 232-0127 (360) 576-8464

14. EMERGENCY ASSISTANCE CONTACT PERSON FOR THIS SITE: ~~VERN HOGAN~~ Lance Bachman

15. EMERGENCY CONTACT PHONES: DAY ~~503-286-0678~~ NIGHT ~~503-645-5643~~

16. RESPONSIBLE FIRE DEPARTMENT: PORTLAND FIRE BUREAU

SPECIAL FIRE DEPARTMENT INFORMATION This section is for information the fire service needs to know in case of an emergency.

17. ☒ YES ☐ NO WRITTEN EMERGENCY PLAN. IF YES, WHERE AT SITE: Main office

18. ☒ YES ☐ NO AUTOMATIC FIRE SUPPRESSION SYSTEM PRESENT: e.g., sprinklered, halon system, etc.

19. ☒ YES ☐ NO ARE STORAGE BUILDINGS/TANKS/AREAS PLACARDED ACCORDING TO NFPA 704?

20. ☐ YES ☒ NO ARE OTHER TYPES OF PLACARDS USED?

VERN HOGAN
CORGILL INC
CORGILL GRAIN DIVISION
FOOT OF N LOMBARD
PORTLAND OR 97203

SECTION C PERSON COMPLETING FORM
This person will be contacted to answer any questions needing clarificati

1. PRINT NAME: Gene Loffler

2. SIGNATURE (REQUIRED) [signature]

3. DATE: 10/10/00 PHONE NO: 503-281-9177

CARG003108

FORM
CHEMICAL

SECTION B

2000 OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Number
019519

SUBSTANCE INFORMATION - TYPE OR PRINT ONLY CHANGES IN THE [BRACKETED] AREAS

COMMON NAME/TRADE NAME: MOTOR OIL/LUBE
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PETROLEUM HYDROCARBON

EHS ☐ 112(r) ☐

1 - PURE
2 - MIXTURE: 2

1 - NEW
2 - NO LONGER REPORTABLE

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
2	2	10	10	10	00	365	D 1 4	4.5	64741-88-4

UN/NA NO. (IF KNOWN): 0000

STORAGE LOCATIONS AT SITE: OIL SHACK NORTH OF MAINT SHO

P

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: OXYGEN/CO2
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: CARBON DIOXIDE

EHS ☐ 112(r) ☐

1 - PURE
2 - MIXTURE: 2

1 - NEW: 1
2 - NO LONGER REPORTABLE

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
3	3	10	11	20	00	365	L 2 4	2.2	

UN/NA NO. (IF KNOWN): 1014

STORAGE LOCATIONS AT SITE: MAINT SHOP

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME:
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION:

EHS ☐ 112(r) ☐

1 - PURE
2 - MIXTURE

1 - NEW
2 - NO LONGER REPORTABLE

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

UN/NA NO. (IF KNOWN)

STORAGE LOCATIONS AT SITE

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME:
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION:

EHS ☐ 112(r) ☐

1 - PURE
2 - MIXTURE

1 - NEW
2 - NO LONGER REPORTABLE

PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

UN/NA NO. (IF KNOWN)

STORAGE LOCATIONS AT SITE

EPA PESTICIDE REGISTRATION NO.

ROY BY:CARGILL INC. 11-16-01 ; 3:49PM ; 5032811971→ LAW DEPT ;# 3

FORM
CHEMICAL

SECTION II

2000 OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Number: 019519

SUBSTANCE INFORMATION - TYPE OR PRINT ONLY CHANGES IN THE [BRACKETED] AREAS

COMMON NAME/TRADE NAME: ACETYLENE
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: ACETYLENE

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
[1] 1 - PURE 2 - MIXTURE	[2] 1 - NEW 2 - NO LONGER REPORTABLE	3	3	10	11	20	00	365	L 2 4	2.1 6.3	74-86-2

UN/NA NO. (IF KNOWN): 1001
EPA PESTICIDE REGISTRATION NO.:
STORAGE LOCATIONS AT SITE: MAINT SHOP

COMMON NAME/TRADE NAME: DIESEL FUEL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PETROLEUM MID-DISTILLATES

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
[2] 1 - PURE 2 - MIXTURE	[1] 1 - NEW 2 - NO LONGER REPORTABLE	2	2	11	20	30	00	365	A 1 4	3.3	68334-30-5

UN/NA NO. (IF KNOWN): 1993
EPA PESTICIDE REGISTRATION NO.:
STORAGE LOCATIONS AT SITE: BLUE TANK BETWEEN ELEVATORS
RAILROAD TRACKS

COMMON NAME/TRADE NAME: GRAIN DUST
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: GRAIN DUST

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
[2] 1 - PURE 2 - MIXTURE	[2] 1 - NEW 2 - NO LONGER REPORTABLE	1	1	30	31	00	50	365	A 1 4	4.5	

UN/NA NO. (IF KNOWN): 0000
EPA PESTICIDE REGISTRATION NO.:
STORAGE LOCATIONS AT SITE: DUST TANKS NORTH OF ELEVATOR

COMMON NAME/TRADE NAME: HYDRAULIC OIL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: HIGHLY REFINED BASE LUBRICATING OILS

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
[2] 1 - PURE 2 - MIXTURE	[1] 1 - NEW 2 - NO LONGER REPORTABLE	2	2	10	11	11	00	365	D 1 4 C 1 4	4.5	64742-54-7

UN/NA NO. (IF KNOWN): 1270
EPA PESTICIDE REGISTRATION NO.:
STORAGE LOCATIONS AT SITE: OIL RESERVOIR INSIDE FACILITY.

RCV BY:CARGILL INC ; 11-15-01 ; 3:47PM ; 5032811971→ LAW DEPT ;# 2

Irving & T-4 0022.PDF

REMITTANCE STATEME

000004
029063 Financial Service Center

VENDOR	50952942

DATE	11/19/01

PAYMENT #	801819746

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 E	CGD-Division Office Admin	000	U900028533	300.00			300.00	Transfer Permit Fee

XA-1958

THE REVERSE SIDE OF THIS DOCUMENT HAS A CLEAR INK WATERMARK

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/19/01	801819746

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

REMITTANCE STATEMENT

000004
029063 Financial Service Center

VENDOR	50952942	DATE	11/19/01	PAYMENT #	801819746

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 E	CGD-Division Office Admin	000	U900028533	300.00			300.00	Transfer Permit Fee

XA-1956

CARG003113

Irving & T-4 0023.PDF

REMITTANCE STATEMENT

000001
029029 Financial Service Center

VENDOR	50952942

DATE	11/16/01

PAYMENT #	801818228

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 D	CGD-Division Office Admin	000	U900028528	300.00			300.00	Transfer Permit Fee

XA-1958

THE REVERSE SIDE OF THIS DOCUMENT HAS A CLEAR INK WATERMARK

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/16/01	801818228

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

REMITTANCE STATEMENT

000001
029029 Financial Service Center

VENDOR	50952942	DATE	11/16/01	PAYMENT #	801818228

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 D	CGD-Division Office Admin	000	U900028528	300.00			300.00	Transfer Permit Fee

XA-1958

Irving & T-4 0024.PDF

REMITTANCE STATEMENT

000001
029028 Financial Service Center

VENDOR	50952942

DATE	11/16/01

PAYMENT #	801818128

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 C	CGD-Division Office Admin	000	U900028526	300.00			300.00	Transfer Permit Fee

XA-1958

THE REVERSE SIDE OF THIS DOCUMENT HAS A CLEARING WATERMARK

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/16/01	801818128

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

REMITTANCE STATEMENT

000001
029028 Financial Service Center

VENDOR	50952942	DATE	11/16/01	PAYMENT #	801818128

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 C	CGD-Division Office Admin	000	U900028526	300.00			300.00	Transfer Permit Fee

XA-1958

CARG003119

Irving & T-4 0025.PDF

REMITTANCE STATEMENT

000010
029012 Financial Service Center

VENDOR	50952942

DATE	11/15/01

PAYMENT #	801817220

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01	CGD-Division Office Admin	000	U900028523	300.00			300.00	Transfer Permit Fee

XA-1958

THE REVERSE SIDE OF THIS DOCUMENT HAS A CLEAR INK WATERMARK

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/15/01	801817220
Amount	
$**********$300.00	

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

REMITTANCE STATEMENT

000010
029012 Financial Service Center

VENDOR	50952942	DATE	11/15/01	PAYMENT #	801817220

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01	CGD-Division Office Admin	000	U900028523	300.00			300.00	Transfer Permit Fee

XA-1952

CARG003122

Irving & T-4 0026.PDF

REMITTANCE STATEME

000001
029019 Financial Service Center

VENDOR	50952942

DATE	11/15/01

PAYMENT #	801817442

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 A	CGD-Division Office Admin	000	U900028524	300.00			300.00	Transfer Permit Fee

XA-1958

THE REVERSE SIDE OF THIS DOCUMENT HAS A CLEAR INK WATERMARK

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/15/01	801817442

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

REMITTANCE STATEMENT

000001
029019 Financial Service Center

VENDOR	50952942	DATE	11/15/01	PAYMENT #	801817442

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 A	CGD-Division Office Admin	000	U900028524	300.00			300.00	Transfer Permit Fee

XA-1956

CARG003125

THE REVERSE SIDE OF THIS DOCUMENT HAS A CLEAR INK WATERMARK

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/16/01	801818070

Amount
$**********$300.00

Three Hundred and NO/100 Dollars

Pay to The order of
OREGON DEPT OF ENVIRONMENTAL QUALITY
AIR QUALITY PROGRAM
811 SW 6TH AVE
PORTLAND OR 97204

REMITTANCE STATEMENT

000001
029027 Financial Service Center

VENDOR	50952942	DATE	11/16/01	PAYMENT #	801818070

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 B	CGD-Division Office Admin	000	U900028525	300.00			300.00	Transfer Permit Fee

XA-1958

CARG003126

Irving & T-4 0027.PDF

REMITTANCE STATEMEN

000001
029027 Financial Service Center

VENDOR	50952942

DATE	11/16/01

PAYMENT #	801818070

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01 B	CGD-Division Office Admin	000	U900028525	300.00			300.00	Transfer Permit Fee

XA-1958

Irving & T-4 0029.PDF

CARGILL

15407 McGinty Road West
Wayzata, MN 55391-2399
Mail Address: PO Box 9300
Minneapolis, MN 55440-9300

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

December 19, 2001

Ms. Teresa Neal
Resource Coordinator Assistant
OR Division of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279

RE: Removal/Fill Permit Transfer, Permit No. RP-3158
800 N River Street, Portland, OR 97227

Dear Ms. Neal:

Enclosed please find a fully executed and notarized Removal/Fill Permit Transfer form per our telephone discussion in November. I understand that you will be having the form signed by a DSL representative and that copies will be sent to both the original permit holder and the transferee.

Please direct any questions or inquiries regarding the transfer of this permit to Dennis Klein, Environmental Coordinator, Cargill, Incorporated, P.O. Box 9300, Minneapolis, MN 55440, (952) 742-5622.

Sincerely,

Robbie Bray

Robbie Bray
Senior Paralegal

255834

STATE OREGON DIVISION OF STATE L DS
Removal/Fill Permit Transfer

Permit Number RP-3158

Permit Holder:

Name Cargill, Incorporated
Address 800 N. River Street
Portland, OR 97227
Phone (503) 281-9177

I hereby transfer all responsibility for the above referenced permit to the transferee listed below.

Signature Don Vogt, V.P. Producer Services Date

Notary
STATE OF Minnesota
County of Hennepin

The instrument was acknowledged before me this 31d day of December, 20 01 by
Don Vogt

MARILYNN W. PAULSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

Marilynn W Paulson
Signature
My Commission Expires: 1/31/05

Transferee:

Name CLD Pacific Grain, LLC
Address 222 SW Columbia, Suite 1133
Portland, OR 97201
Phone (503) 232-0127

On behalf of CLD Pacific Grain, LLC (name of company if applicable), I have reviewed the permit conditions, application and other attachments and agree to be bound by all the terms, conditions, obligations, and liabilities in any way connected with the above referenced permit.

Signature Arnie Schaufler, General Manager Date

Notary
STATE OF Oregon
County of Multnomah

The instrument was acknowledged before me this 17th day of December, 2001 by
Arnie Schaufler

SEAL
HOGAN
NOTARY PUBLIC-OREGON
COMMISSION NO. A336411
MY COMMISSION EXPIRES JULY 12, 2004

Signature
My Commission Expires: 7/12/04

The State of Oregon, acting by and through the Division of State Lands in the above-mentioned permit, acknowledges this transfer.

By: _____
Resource Coordinator Date

J:_Forms\FO Guidelines\Permit AssignmentII.doc

STATE OF OREGON DIVISION OF STATE LANDS
Removal/Fill Permit Transfer

Permit Number RP-3158

Permit Holder:

Name Cargill, Incorporated
Address 800 N. River Street
Portland, OR 97227
Phone (503) 281-9177

I hereby transfer all responsibility for the above referenced permit to the transferee listed below.

Signature Don Vogt, V.P. Producer Services Date

Notary
STATE OF Minnesota
County of Hennepin

The instrument was acknowledged before me this 3rd day of December, 2001 by Don Vogt

MARILYNN W. PAULSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

Marilynn W Paulson
Signature
My Commission Expires: 1/31/05

Transferee:

Name CLD Pacific Grain, LLC
Address 222 SW Columbia, Suite 1133
Portland, OR 97201
Phone (503) 232-0127

On behalf of CLD Pacific Grain, LLC (name of company if applicable), I have reviewed the permit conditions, application and other attachments and agree to be bound by all the terms, conditions, obligations, and liabilities in any way connected with the above referenced permit.

Signature Arnie Schaufler, General Manager Date

Notary
STATE OF Oregon
County of Multnomah

The instrument was acknowledged before me this 17th day of December, 2001 by Arnie Schaufler

SEAL
HOGAN
NOTARY PUBLIC-OREGON
COMMISSION NO. A336411
MY COMMISSION EXPIRES JULY 12, 2004

Signature
My Commission Expires: 7/12/04

The State of Oregon, acting by and through the Division of State Lands in the above-mentioned permit, acknowledges this transfer.

By: _____
Resource Coordinator Date

J:_Forms\FO Guidelines\Permit AssignmentII.doc

CARG003132

Irving & T-4 0030.PDF

CARGILL

15407 McGinty Road West
Wayzata, MN 55391-2399
Mail Address: PO Box 9300
Minneapolis, MN 55440-9300

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

December 19, 2001

Oregon Department of Environmental Quality
Northwest Region Office
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987

RE: Transfer of NPDES Permit No. 1200Z
DEQ Site ID No. 111356 ORR12-6028

Dear DEQ Representative:

Enclosed please find executed form RN-00250 and a check in the amount of $50.00 made payable to the OR Department of Environmental Quality for the transfer of ownership of the above-referenced permit.

Please direct any questions or inquiries regarding the transfer of this permit to Dennis Klein, Cargill, Incorporated, P.O. Box 9300, Minneapolis, MN 55440, (952) 742-5622.

Sincerely,

Robbie Bray

Robbie Bray
255838

DEQ USE ONLY
Application #:
File #:
EPA #:
Mail ID #2/#9:
ACD Fee Paid:
DOC Conf.:
Notes:

NAME CHANGE AND/OR TRANSER OF OWNERSHIP FOR NPDES* OR WPCF** PERMIT

Oregon Department of Environmental Quality
*National Pollutant Discharge Elimination System
**Water Pollution Control Facilities

DEQ USE ONLY
Received:
Amount Received:
On-Site Surcharge:
Check #:
Deposit #:
☐ IND ☐ DOM ☐ OSS ☐ UIC:
Notes:

A. ACTION TO BE PERFORMED

☐ Name Change Effective Date:

☒ Transfer of Permit Ownership Effective Date: 12/3/01

B. PREVIOUS INFORMATION

1. Previous Legal Name: Cargill, Incorporated
2. Previous Common Name:
3. DEQ Site ID #: 111356 ORR12-6028
   Permit #: 1200Z
4. Facility Physical Address: 800 River Street
   City, State, Zip Code: Portland, OR 97227

C. NEW INFORMATION

1. New Legal Name: CLD Pacific Grain, LLC
2. New Common Name:
3. Responsible Official: Lance Bachman
   Telephone #: 503-232-0127
   Mailing Address: 222 SW Columbia, Suite 1133
   City, State, Zip Code: Portland, OR 97201
4. Facility Contact: Lance Bachman
   Telephone #: 503-232-0127
   Facility Mailing Address: 800 River Street
   City, State, Zip Code: Portland, OR 97227
5. Invoice to:
   Telephone #:
   Billing Address:
   City, State, Zip Code:

D. SIGNATURE REQUIRED FOR NAME CHANGE

I hereby authorize the above referenced name change.

Arnie Schaufler — General Manager

Name of Legally Authorized Representative (Type or Print) — **Title**

12/6/01

Signature of Legally Authorized Representative — **Date**

E. SIGNATURES REQUIRED FOR TRANSFER OF PERMIT

PREVIOUS OWNER: I hereby acknowledge the pending transfer of the above referenced permit.

Don Vogt — V.P. Ag Producer Services

Name of Legally Authorized Representative (Type or Print) — **Title**

12/3/01

Signature of Legally Authorized Representative — **Date**

NEW OWNER:

I hereby apply for permission to transfer the above referenced permit and certify that I have acquired a property interest in the permitted activity. I agree to fully comply with all terms and conditions of the permit and the rules of the Environmental Quality Commission.

Arnie Schaufler — General Manager

Name of Legally Authorized Representative (Type or Print) — **Title**

12/17/01

Signature of Legally Authorized Representative — **Date**

DEQ USE ONLY
Application #:
File #:
EPA #:
Mail ID #/ID:
ACD Fee Paid:
DOC Conf.:
Notes:

NAME CHANGE AND/OR TRANSER OF OWNERSHIP FOR NPDES* OR WPCF** PERMIT

Oregon Department of Environmental Quality
*National Pollutant Discharge Elimination System
**Water Pollution Control Facilities

DEQ USE ONLY
Received:
Amount Received:
On-Site Surcharge:
Check #:
Deposit #:
☐ IND ☐ DOM ☐ OSS ☐ UIC
Notes:

A. ACTION TO BE PERFORMED

☐ Name Change Effective Date:

☒ Transfer of Permit Ownership Effective Date: 12/3/01

B. PREVIOUS INFORMATION

1. Previous Legal Name: Cargill, Incorporated
2. Previous Common Name:
3. DEQ Site ID #: 111356 ORR12-6028
   Permit #: 1200Z
4. Facility Physical Address: 800 River Street
   City, State, Zip Code: Portland, OR 97227

C. NEW INFORMATION

1. New Legal Name: CLD Pacific Grain, LLC
2. New Common Name:
3. Responsible Official: Lance Bachman
   Telephone #: 503-232-0127
   Mailing Address: 222 SW Columbia, Suite 1133
   City, State, Zip Code: Portland, OR 97201
4. Facility Contact: Lance Bachman
   Telephone #: 503-232-0127
   Facility Mailing Address: 800 River Street
   City, State, Zip Code: Portland, OR 97227
5. Invoice to:
   Telephone #:
   Billing Address:
   City, State, Zip Code:

D. SIGNATURE REQUIRED FOR NAME CHANGE

I hereby authorize the above referenced name change.

Arnie Schaufler — General Manager

Name of Legally Authorized Representative (Type or Print) — Title

Signature of Legally Authorized Representative — Date: 12/6/01

E. SIGNATURES REQUIRED FOR TRANSFER OF PERMIT

PREVIOUS OWNER: I hereby acknowledge the pending transfer of the above referenced permit.

Don Vogt — V.P. Ag Producer Services

Name of Legally Authorized Representative (Type or Print) — Title

Signature of Legally Authorized Representative — Date: 12/3/01

NEW OWNER:

I hereby apply for permission to transfer the above referenced permit and certify that I have acquired a property interest in the permitted activity. I agree to fully comply with all terms and conditions of the permit and the rules of the Environmental Quality Commission.

Arnie Schaufler — General Manager

Name of Legally Authorized Representative (Type or Print) — Title

Signature of Legally Authorized Representative — Date: 12/17/01

CARG003136

CARGILL INCORPORATED
Financial Service Center
Fargo, ND

US Bank East Grand Forks
East Grand Forks, MN 56721

75-1592
912

MM/DD/YY	Number
11/15/01	801817221

Amount
$**********$50.00

Fifty and NO/100 Dollars

Pay to The order of
OREGON DEPARTMENT OF ENVIRONMENTAL
QUALITY NORTHWEST REGION
2020 SW 4TH AVE STE 400
PORTLAND OR 97201-4987

REMITTANCE STATEMENT

000011
029013 Financial Service Center

VENDOR	50952943

DATE	11/15/01

PAYMENT #	801817221

Vendor Ref#/Invoice #	Purchase Location	PO#/Ref#	Voucher#	Invoice Amount	Discount	Sales Tax	Net Amount	Description
11/15/01	CGD-Division Office Admin	000	U900028522	50.00			50.00	Transfer Permit Fee

Irving & T-4 0031.PDF

FORM COMPANY 5032811971 PAGE.013 NOV 12 01:14:38

Due Date: NOVEMBER 2, 2001 **2001** Facility ID Numbe 024309

OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE [BRACKETED] AREAS

SECTION A HAZARDOUS SUBSTANCE PRESENCE Check the correct box to the left.

☒ YES ☐ NO 1. Were there hazardous substances present at this site in reportable quantities during this survey period?

☐ YES ☒ NO 2. Were there Extremely Hazardous Substances (EHS) present at this site that meet the threshold planning quantities during this survey period?

☐ YES ☒ NO 3. Is this facility subject to the reporting requirements of Section 112(r) of the Clean Air Act?

SECTION B DEMOGRAPHIC DATA Complete, correct or add information in the [bracketed] areas.

1. SIC CODE 1: 5153 DEFINITION: GRAIN AND FIELD BEANS-WHOLESALE
2. SIC CODE 2: DEFINITION:
3. BUSINESS ACTIVITY AT THIS SITE: EXPORT GRAIN ELEVATOR
4. DUN & BRADSTREET #:
5. MANAGER'S NAME: GENE LOFFLER
6. SEND TO ATTENTION OF: GENE LOFFLER
7. E-MAIL ADDRESS:
8. BUSINESS NAME: CARGILL INC
9. DEPT OR DIV: IRVING ELEVATOR
10. SITE ADDRESS: 800 N RIVER ST
CITY: PORTLAND
COUNTY: MULTNOMAH
STATE: OR ZIP CODE: 97227
11. MAILING ADDRESS: 800 N RIVER ST
CITY: PORTLAND
COUNTY: MULTNOMAH
STATE: OR ZIP CODE: 97227
12. BUSINESS PHONE: 503-281-9177
13. NUMBER OF EMPLOYEES AT THIS SITE: 25
14. EMERGENCY ASSISTANCE CONTACT PERSON FOR THIS SITE: GENE LOFFLER
15. EMERGENCY CONTACT PHONES: DAY 503-281-9177 NIGHT 503-698-3327
16. RESPONSIBLE FIRE DEPARTMENT: PORTLAND FIRE BUREAU

SPECIAL FIRE DEPARTMENT INFORMATION This section is for information the fire service needs to know in case of an emergency.

17. ☒ YES ☐ NO WRITTEN EMERGENCY PLAN. IF YES, WHERE AT SITE: Main office
18. ☐ YES ☒ NO AUTOMATIC FIRE SUPPRESSION SYSTEM PRESENT; e.g., sprinklered, halon system, etc.
19. ☒ YES ☐ NO ARE STORAGE BUILDINGS/TANKS/AREAS PLACARDED ACCORDING TO NFPA 704?
20. ☐ YES ☒ NO ARE OTHER TYPES OF PLACARDS USED?

GENE LOFFLER
CARGILL INC
IRVING ELEVATOR
800 N RIVER ST
PORTLAND OR 97227

SECTION C PERSON COMPLETING FORM
This person will be contacted to answer any questions needing clarificati

1. PRINT NAME: Gene Loffler
2. SIGNATURE (REQUIRED):
3. DATE: 9/14/01 PHONE NO: 503-281-9177

For office use only R F DE C OSFMB130

NOV-12-2001 MON 12:20 PM CARGILL IRVING 5032811971 P.013/016

CHEMICAL

2001 OREGON STATE FIRE MARSH
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Numbe 024309

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE [BRACKETED] AREAS

SECTION D

COMMON NAME/TRADE NAME: ACETYLENE
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: ACETYLENE

EHS ☐ 112(r) ☐

1 - PURE 2 - MIXTURE	1 - NEW 2 - NO LONGER REPORTABLE	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
1		3	3	10	10	11	00	365	L 2 4	2.1 6.3	74-86-2

UN/NA NO. (IF KNOWN): 1001

STORAGE LOCATIONS AT SITE: OUTSIDE SE SIDE OF MAINT SHO P

EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME: DIESEL FUEL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PETROLEUM MID-DISTILLATES

EHS ☐ 112(r) ☐

1 - PURE 2 - MIXTURE	1 - NEW 2 - NO LONGER REPORTABLE	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
2		2	2	11	11	20	00	365	A 1 4	3.3	68334-30-5

UN/NA NO. (IF KNOWN): 1993

STORAGE LOCATIONS AT SITE: 40' S OF RAIL UNLOADING SHED NEXT TO RAILROAD TRACKS

EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME: GRAIN DUST
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: GRAIN DUST

EHS ☐ 112(r) ☐

1 - PURE 2 - MIXTURE	1 - NEW 2 - NO LONGER REPORTABLE	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
2		1	1	31	31	51	51	365	A 1 4	4.5	

UN/NA NO. (IF KNOWN):

STORAGE LOCATIONS AT SITE: DUST TANK W OF UNLOAD PIT

EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME: METHANOL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: METHANOL

EHS ☐ 112(r) ☐

1 - PURE 2 - MIXTURE	1 - NEW 2 - NO LONGER REPORTABLE	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
1		2	2	00	02	02	02	365	M 1 4	3.2 6.4	67-56-1

UN/NA NO. (IF KNOWN): 1230

STORAGE LOCATIONS AT SITE: IN AFLATOXIN LAB LOCATED NEXT TO CONCRETE RAMP TO SHIP DOCK

EPA PESTICIDE REGISTRATION NO.:

CARG003140

CHEMICAL

2001 OREGON STATE FIRE MARSH
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Numbe 024309

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE [BRACKETED] AREAS

SECTION D

COMMON NAME/TRADE NAME: NITROGEN
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: NITROGEN

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
	1 - PURE 2 - MIXTURE	3	3	11	20	20	00	365	L 2 4	2.2	7727-37-9
	1 - NEW 2 - NO LONGER REPORTABLE										UN/NA NO. (IF KNOWN) 1066

STORAGE LOCATIONS AT SITE: OUTSIDE NW SIDE OF TRANSFER HOUSE ALSO BY MARINE LEG WINCHES

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: OIL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PETROLEUM HYDROCARBON

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
	1 - PURE 2 - MIXTURE	2	2	04	04	04	04	365	R 1 4	4.5	90622-58-5
	1 - NEW 2 - NO LONGER REPORTABLE										UN/NA NO. (IF KNOWN) 1270

STORAGE LOCATIONS AT SITE: INSIDE MILLWRIGHT SHOP & INSIDE WHSE S END OF PROPERTY

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: OXYGEN
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: OXYGEN

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
	1 - PURE 2 - MIXTURE	3	3	10	10	11	00	365	L 2 4	2.2 5.1	7782-44-7
	1 - NEW 2 - NO LONGER REPORTABLE										UN/NA NO. (IF KNOWN) 1072

STORAGE LOCATIONS AT SITE: OUTSIDE N END OF MAINT SHOP

EPA PESTICIDE REGISTRATION NO.

COMMON NAME/TRADE NAME: PROPANE
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: PROPANE

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
	1 - PURE 2 - MIXTURE	3	3	04	04	10	00	365	L 2 4	2.1	74-98-6
	1 - NEW 2 - NO LONGER REPORTABLE										UN/NA NO. (IF KNOWN) 1075

STORAGE LOCATIONS AT SITE: OUTSIDE E SIDE OF MAINT SHOP

EPA PESTICIDE REGISTRATION NO.

CARG003141

FORM
CHEMICAL

2001 OREGON STATE FIRE MARSHAL
HAZARDOUS SUBSTANCE INFORMATION SURVEY

Facility ID Numbe
024309

CROSS OFF THE OLD OR INCORRECT INFORMATION AND TYPE OR PRINT CHANGES OR ADDITIONS IN THE [BRACKETED] AREAS

SECTION II

COMMON NAME/TRADE NAME: WHITE MINERAL OIL
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION: MINERAL OIL

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)
		2	2	21	21	31	31	365	A 1 4	4.5	8042-47-5

1 - PURE 2 - MIXTURE [ ]
1 - NEW 2 - NO LONGER REPORTABLE [ ]

STORAGE LOCATIONS AT SITE: E OF SHOP BLDG

UN/NA NO. (IF KNOWN):
EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME:
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION:

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

1 - PURE 2 - MIXTURE [ ]
1 - NEW 2 - NO LONGER REPORTABLE [ ]

STORAGE LOCATIONS AT SITE

UN/NA NO. (IF KNOWN):
EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME:
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION:

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

1 - PURE 2 - MIXTURE [ ]
1 - NEW 2 - NO LONGER REPORTABLE [ ]

STORAGE LOCATIONS AT SITE

UN/NA NO. (IF KNOWN):
EPA PESTICIDE REGISTRATION NO.:

COMMON NAME/TRADE NAME:
HAZARDOUS INGREDIENT
IN HIGHEST CONCENTRATION:

EHS	112(r)	PHYSICAL STATE (USE TABLE I)	UNIT OF MEASURE (USE TABLE II)	AVG. AMT. CODE (USE TABLE III)	MAX. AMT. CODE (USE TABLE III)	AMT. IN CODE (USE TABLE III)	AMT. OUT CODE (USE TABLE III)	NUMBER OF DAYS ON SITE (3 DIGIT NO.)	STORAGE CODE (USE TABLES IV & V)	HAZARD CLASSES (USE TABLE VI)	CAS NO. (IF KNOWN)

1 - PURE 2 - MIXTURE [ ]
1 - NEW 2 - NO LONGER REPORTABLE [ ]

STORAGE LOCATIONS AT SITE

UN/NA NO. (IF KNOWN):
EPA PESTICIDE REGISTRATION NO.:

CARG003142

Irving & T-4 0032.PDF

US Army Corps of Engineers
Portland District

REGULATORY
PERMIT APPLICATION RECEIPT

TO:	APPLICANT *(Printed Name)* CARGILL INC.	DATE 1/16/01
RE:	PROJECT NAME 800 N RIVER STREET	
	CORPS APPLICATION ID NUMBER ▶ 200100031	

After preliminary evaluation of your application, we may contact you if additional information is required. Please refer to the Corps Application Identification (ID) Number above when you contact this office regarding your project/property.

If you have questions, please contact the project manager below by telephone or written request.

FROM:	PROJECT MANAGER *(Printed Name)* JUDY LINTON	PHONE NUMBER (503)808-4382

NWP FL 1146-1 (Jul 2000) *Previous editions not usable.* *Prepared Office: CENWP-OP-G*

US Army Corps of Engineers
Portland District

JOINT PERMIT APPLICATION FORM

THIS APPLICATION WILL MEET THE REQUIREMENTS OF BOTH AGENCIES

AGENCIES WILL ASSIGN NUMBERS

Corps Number _____ Oregon Division of State Lands Number _____

SEND ONE SIGNED COPY OF YOUR APPLICATION TO EACH AGENCY

District Engineer
ATTN: CENPP-OP-GP
PO Box 2946
Portland OR 97208-2946
503-808-4373

State of Oregon
Division of State Lands
775 Summer Street NE
Salem OR 97310-1337
503-378-3805

① Applicant Name and Address: Cargill Inc.
Irving Elevator
800 N River Street
Portland, OR 97227
business phone # 503-281-9177
home phone # 503-698-3327
FAX # 503-281-1971

O Co-Applicant
O Authorized Agent
O Contractor
Name and Address
business phone #
home phone #
FAX #

Property Owner
(if different than applicant)
Name and Address
business phone #
home phone #
FAX #

② PROJECT LOCATION

Street, Road or other descriptive location		Legal Description			
		Quarter	Section	Township	Range
800 N River Street		2829	27	1 ⊗ North O South	1 ⊗ East O West
In or Near (City or Town)	County	Tax Map #		Tax Lot #	
Portland	Multnomah			39	
Waterway	River Mile	Latitude		Longitude	
Willamette	11.4	45° 32' 18"		122° 40' 20"	

Is consent to enter property granted to the Corps and the Division of State Lands? ⊗ Yes O No O With prior notification

③ PROPOSED PROJECT INFORMATION

Activity Type: O Fill ⊗ Excavation (removal) O In-Water Structure O Maintain/Repair an Existing Structure

Brief Description: Maintenance dredging (must have a current permit in case berth silts in)

Fill will involve _____ cubic yards annually and/or _____ cubic yards for the total project
_____ cubic yards in a wetland or below the ordinary high water or high tide line

Fill will be O Riprap O Rock O Gravel O Sand O Silt O Clay O Organics O Other _____.

Fill Impact Area is _____ Acres; _____ length; _____ width; _____ depth

Removal will involve up to 8,000 cubic yards annually and/or 24,000 cubic yards for the total project
_____ cubic yards below the ordinary high water or high tide line

Removal will be O Riprap O Rock O Gravel O Sand ⊗ Silt O Clay O Organics O Other _____

Removal Impact Area is _____ Acres: 1,400 ft length: 60 ft width: 40 ft depth

Is the Disposal area: Upland? ⊗ Yes O No Wetland / Waterway? ⊗ Yes O No Requesting approval for both

Are you aware of any Endangered Species on the project site? O Yes ⊗ No
Are you aware of any Cultural Resources on the project site? O Yes ⊗ No
Is the project site near a Wild and Scenic River? O Yes ⊗ No
If Yes, please explain in the project description (on page 2, block 4).

CARG003145

④ **PROPOSED PROJECT PURPOSE & DESCRIPTION**

Project Purpose and Need: To have adequate depth of water to accept ocean going vessels at at dockside and during grain loading operations.
Current permits expire: Corp 1/17/01 State Lands 2/28/01

Project Description:

Dredge along 1,400 ft of ship dock area to 40 ft depth for berthing ocean going vessels. Barge clamshell type crane to be used. Requesting disposal site to be upland at Ross Island Sand & Gravel or other approved upland site, or in water disposal at an approved site. Spoil material will be tested and an approved disposal site agreed upon with the Corps of Engineers and State Lands before maintenance dredging starts.

How many project drawing sheets are included with this application? 4
NOTE: A complete application must include drawings and a location map submitted on separate 8 1/2 X 11 sheets.

Will any material, construction debris, runoff, etc. enter a wetland or waterway? ○ Yes ⊗ No
If yes, describe the type of discharge (above) and show the discharge location on the site plan.

Estimated Start Date after 5/15/01 Estimated Completion Date before 7/31/01

⑤ **PROJECT IMPACTS AND ALTERNATIVES**

Describe alternative sites and project designs that were considered to avoid impacts to the waterway or wetland.

N/A

Describe what measures you will use (before and after construction) to minimize impacts to the waterway or wetland.

NOTE: If necessary, use additional sheets.

⑥ **ADDITIONAL INFORMATION**

Adjoining Property Owners and Their Addresses and Phone Numbers

Glacier Northwest
921 N River Street
503-288-5175

Union Pacific Railroad
2745 N Interstate Avenue
503-249-2711

Has the proposed activity or any related activity received the attention of the Corps of Engineers or the State of Oregon in the past, *e.g.*, wetland delineation, violation, permit, lease request, etc.? ○ YES ⊗ NO

If yes, what identification number(s) were assigned by the respective agencies:

Corps # _____

State of Oregon# _____

CARG003146

⑦ **CITY / COUNTY PLANNING DEPARTMENT AFFIDAVIT**
(to be completed by local planning official)

○ This project is not regulated by the local comprehensive plan and zoning ordinance.

○ This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
Dredging is exempt from greenway review

○ This project has been reviewed and is not consistent with the local comprehensive plan and zoning ordinance.

○ Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained:

○ Conditional Use Approval ○ Development Permit
○ Plan Amendment ○ Zone Change
○ Other _____

City of Portland
Office of Planning
and Development Review
Development Services Center
1900 SW Fourth Ave., Suite 5000
Portland, OR 97201

An application ○ has ○ has not been made for local approvals checked above.

Signature (of local planning official)	Title	City / County	Date
Jeff Clapsaddle	City Planner	Portland	1-12-01

⑧ **COASTAL ZONE CERTIFICATION**

If the proposed activity described in your permit application is within the Oregon coastal zone, the following certification is required before your application can be processed. A public notice will be issued with the certification statement which will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program, contact the department at 1175 Court Street NE, Salem, Oregon 97310 or call 503-373-0050.

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print/Type Name	Title

Applicant Signature	Date

⑨ **SIGNATURE FOR JOINT APPLICATION**
(REQUIRED)

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that local permits may be required before the state removal-fill permit is issued. I understand that payment of the required state processing fee does not guarantee permit issuance.

Print/Type Name	(coapplicant)	Title
Gene Loffler		Facility Manager

Applicant Signature	(coapplicant)	Date
		12/8/00

I certify that I may act as the duly authorized agent of the applicant.

Print/Type Name	Title
Gene Loffler	Facility Manager

Authorized Agent Signature	Date
	12/8/00

CARG003147

SUPPLEMENTAL WETLAND IMPACT INFORMATION*
(FOR WETLAND FILLS ONLY)

Site Conditions of Impact area

Impact area is ○ Ocean ○ Estuary ⊗ River ○ Lake ○ Stream ○ Freshwater Wetland

Note: Estuarian Resource Replacement is required by state law for projects involving intertidal or tidal marsh alterations. A separate Wetlands Resource Compensation Plan may be appended to the application.

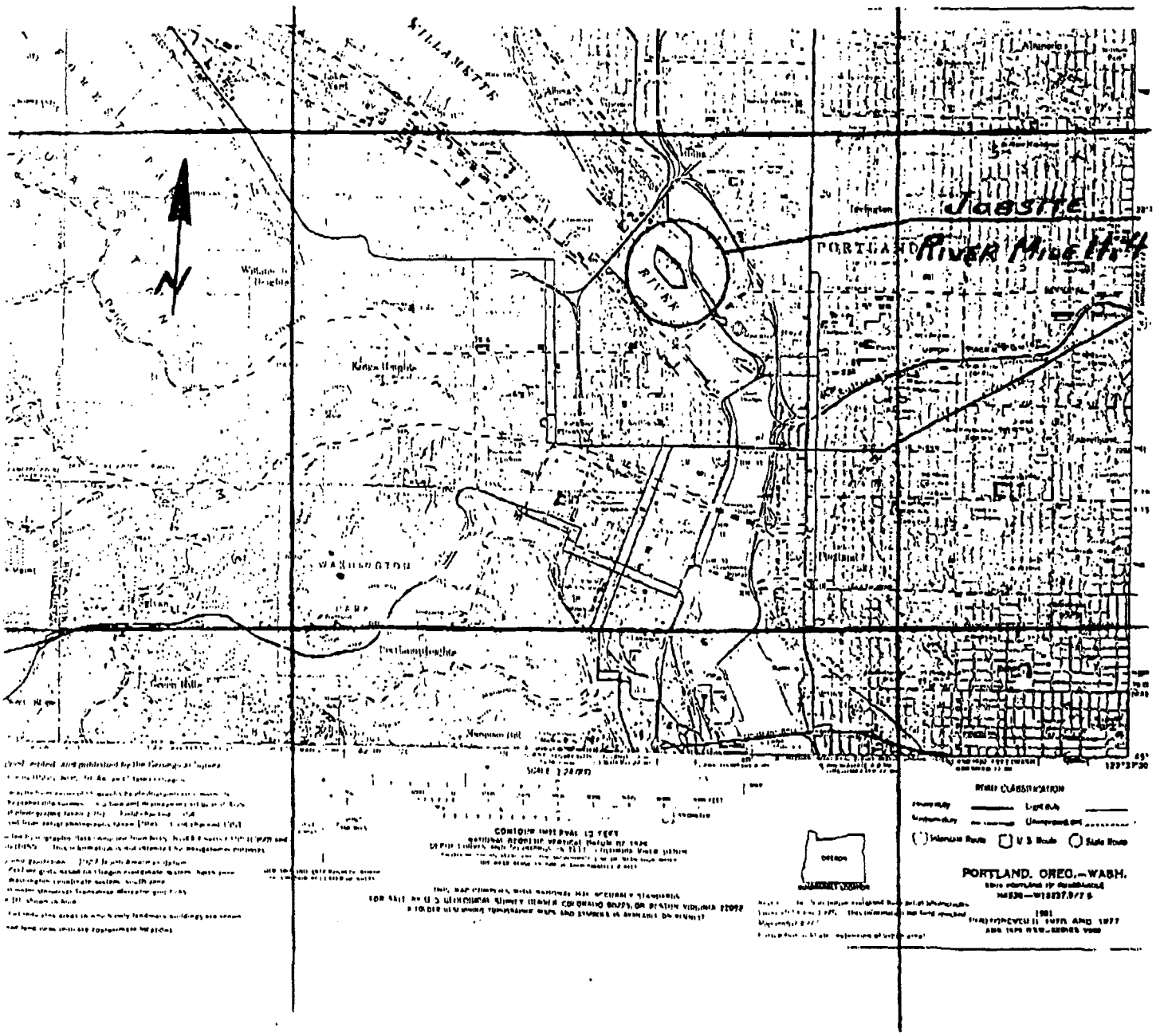
Has a wetland delineation been completed for this site? ○ Yes ⊗ No
If yes, by whom:

Describe the existing physical and biological character of the wetland/waterway site by area and type of resource (use separate sheets and photos, if necessary)

Resource Replacement Mitigation

Describe measures to be taken to replace unavoidably impacted wetland resources

* Because this information is not necessary for a complete application, you may submit this sheet and other environmental information after submitting your application.



VICINITY MAP

MAINTENANCE DREDGING
in WILLAMETTE RIVER
at RIVER MILE 11.4
County of MULTNOMA, State ORE

003496 (Willamette River-Dredging)

Proposed Dredging
in Willamette River
at River Mile 11.4
County of Multnomah, State Or

CARG003150

HARDING LAWSON

(Willamette River - Maintenance Dredging)

CARG003152

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2946
PORTLAND, OREGON 97208-2946

8/5/96 — good for 5yrs from this date per Judy Linton

Expired Jan 17, 2001

January 17, 1996

REPLY TO ATTENTION OF:
Operations Division

SUBJECT: Permit Application ID No: 95-1063

Cargill Inc.
Attn: Gene Loffler
800 N. River Street
Portland, Oregon 97227

Dear Mr. Loffler:

We have reviewed your application (Enclosure 1) to perform maintenance dredging at mile 11.4 of the Willamette River, in Multnomah County, Portland, Oregon. You are proposing to annually dredge 4,000 cubic yards of material to maintain adequate depth of water to accept ocean going vessels at ship dockside and during grain loading operations.

Your project has been reviewed by the resource agencies and qualifies for authorization under Regional Permit 071-OYA-1-009249 (Enclosure 2), subject to the terms and conditions, providing you secure a State Fill/Removal Permit from the Oregon Division of State Lands. Please be aware that other authorizations from Federal, state, or local governments may be required by law.

If you have any questions regarding the authorization of your project or the terms and conditions of the attached Regional Permit, please contact me at the above address or telephone (503) 326-6096.

Sincerely,

Judy L. Linton

Judy L. Linton
Regulatory Project Manager
Regulatory Branch

Enclosures

Copies Furnished:

ODSL (Hedrick)
OP-GP (Weidinger)

To: Robbie	Date 11/12
Co.	# of Pgs. 16
Dept.	From Gene
Fax No. X 7503	Phone # Fax # 503-281-9177

CARG003153

Irving & T-4 0033.PDF

Oregon
John A. Kitzhaber, M.D., Governor

Division of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
(503) 378-3805
FAX (503) 378-4844
http://statelands.dsl.state.or.us

July 17, 2001

State Land Board
John A. Kitzhaber
Governor
Bill Bradbury
Secretary of State
Randall Edwards
State Treasurer

EE02/3158RP
GENE LOFFLER
CARGILL, INC.
800 N. RIVER STREET
PORTLAND, OR 97227

Re: DSL Permit Number 3158 RP
In-Water Work Period

Dear Mr. Loffler:

Thank you for notifying the Division that the in-water work period listed in Attachment A of the permit authorization does not correspond to the dates required by the Corps of Engineers. The permit current indicates there shall be no removal in the permit area between February 1 and May15, or between September 1 and September 30. The Oregon Department of Fish and Wildlife's Oregon Guidelines for Timing of In-Water Work lists the recommended period for the Willamette River in the permit area as July 1 to October 31 and December 1 to January 31. To correct this deficiency, the permit authorization (Attachment A) is modified as follows:

5. Removal activities in the Willamette River shall be conducted between July 1 and October 31 and between December 1 and January 31, unless otherwise coordinated with ODFW and approved in writing by ODSL.

If you have any questions, please call Ed Emrick, Resource Coordinator, at 503-378-3805, extension 231.

Sincerely,

Lori Warner

Lori Warner
Manager
Field Operations—Western Region

xc: Judy Linton, Corps of Engineers
Multnomah County Planning

\\Salem1\FO\Counties\Multnomah\Com_App\RP-3158.071701.doc

NOV 12 '01 14:35
5032811971 PAGE.01

Division of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
☎ 503-378-3805

Permit N	**RP-3158 Renewal**
Permit Type:	**Removal**
Waterway:	**Willamette River**
County:	**Multnomah**
Expiration Date:	**February 28, 2002**
Corps No.:	**99-637**

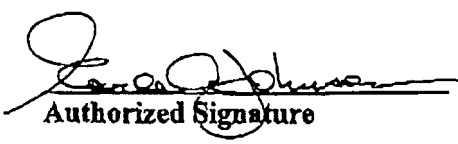
CARGILL, INC.

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
6. Employees of the Division of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
7. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within 10 days of the date this permit was issued.
8. In issuing this permit, the Division of State Lands makes no representation regarding the quality or adequacy of the permitted project design, materials, construction, or maintenance, except to approve the project's design and materials, as set forth in the permit application, as satisfying the resource protection, scenic, safety, recreation, and public access requirements of ORS Chapters 196, 390 and related administrative rules.
9. Permittee shall defend and hold harmless the State of Oregon, and its officers, agents, and employees from any claim, suit, or action for property damage or personal injury or death arising out of the design, material, construction, or maintenance of the permitted improvements.

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 - 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Division of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Division of State Lands, 378-3805.

Earle A. Johnson, Manager
Western Region Field Operations
Oregon Division of State Lands



Authorized Signature — January 10, 2001 **Date Issued**

Salem\FO\Forms\Authorization\Permit Face.doc

NOV-12-2001 MON 12:19 PM CARGILL IRVING 5032811971 P.011/016

Irving & T-4 0034.PDF

AIR CONTAMINANT DISCHARGE PERMIT

RECEIVED
JAN 15 1998
CARGILL / IRVING

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5263

Issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Cargill, Incorporated
P.O. Box 5624
Minneapolis, MN 55440-5624

PLANT SITE LOCATION:

800 North River Street
Portland, OR 97227

INFORMATION RELIED UPON:

Application No.: 015571
Received: 03/25/96

Application No.: 016549
Received: 08/12/97

THIS PERMIT PREVIOUSLY ISSUED TO:

Bunge Corporation

LAND USE COMPATIBILITY STATEMENT:

From: City of Portland
Dated: 04/28/92

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY:

Tom Bispham, Northwest Region Administrator

JAN 13 1998
Dated

Source(s) Permitted to Discharge Air Contaminants:

TYPE OF FACILITY (from Table 4, OAR 340-28-1750)	STANDARD INDUSTRY CODE
57.a) Grain elevators, terminal elevator primarily engaged in buying and/or marketing grain, in special control areas - 20,000 or more tons/yr of grain processed.	5153 **SYNTHETIC MINOR**

PERMITTED ACTIVITIES

The permittee is herewith allowed to discharge exhaust gases from those processes and activities directly related to or associated with the air contaminant source(s) listed above in accordance with the requirements, limitations, and conditions of this permit, until such time as this permit expires or is modified or revoked. Compliance with the specific requirements, limitations and conditions contained herein does not relieve the permittee from complying with all other laws, rules and standards administered by the Department, nor does it allow significant levels of emissions of air contaminants not limited in this permit or contained in the permit application.

PERFORMANCE STANDARDS AND EMISSION LIMITS

1. The permittee shall at all times maintain and operate all air contaminant generating processes and all air contaminant control equipment at full efficiency and effectiveness, such that the emissions of air contaminants are kept at the lowest practicable levels.

2. Particulate emissions from any single air contaminant source shall not exceed any of the following:

   2.1. 0.2 grains per standard cubic foot for sources constructed or modified on or prior to June 1, 1970 (corrected to 12% CO_2 or 50% excess air for fuel or refuse burning devices);
   2.2. 0.1 grains per standard cubic foot for sources constructed, or modified after June 1, 1970 (corrected to 12% CO_2 or 50% excess air for fuel or refuse burning devices); and
   2.3. An opacity equal to or greater than twenty percent (20%) for a period aggregating more than thirty (30) seconds in any one (1) hour, excluding uncombined water vapor.

3. Particulate matter which is larger than 250 microns and which may be deposited upon the real property of another person shall not be emitted.

4. The permittee shall not allow the emission of odorous matter or other fugitive emissions so as to create nuisance conditions off the permittee's property. Nuisance conditions will be verified by Department personnel. The creation of nuisance conditions may, in addition to any other action the Department may take, result in a permit modification to require a compliance schedule to control the nuisance conditions.

5. The permittee shall take reasonable precautions, as necessary, to minimize the emissions of fugitive dust. Such reasonable precautions shall include, but not be limited to the following:

   5.1. Treating vehicular traffic areas of the plant site under the control of the permittee.
   5.2. Storing collected material from air pollution control equipment in a covered container or other method equally effective in preventing the material from becoming airborne during storage and transfer.

PLANT SITE EMISSION LIMITS

6. Emissions of Particulate Matter on a plant site basis shall not exceed 51.4 tons per year or 1768.8 pounds per day. Compliance with the annual TSP PSEL shall be calculated and determined as stated in conditions 12.9 and 12.10. Compliance with the daily TSP PSEL shall be calculated and determined as stated in condition 12.7.

7. Emissions of PM_{10} (Particulate Matter less than ten microns in diameter) on a plant site basis shall not exceed 12.9 tons per year or 441.6 pounds per day. Compliance with the annual PM_{10} PSEL shall be calculated and determined as stated in conditions 12.11 and 12.12. Compliance with the daily PM_{10} PSEL shall be calculated and determined as stated in condition 12.8.

- The PSELs are based upon a **variable maximum throughput** of 56.3 million bushels (1.685 million tons) to 137.3 million bushels (4.22 million tons) of wheat per year. This quantity is variable based upon the proportion of use of an optional oil-add dust suppression system (56.3 million bushels = no use; 137.3 million bushels = 100% use).
- The PSELs are based on *interim* emission factors published by the EPA. The PSELs are therefore subject to revision by the Department upon the EPA's publication of finalized emission factors for Grain Elevators.
- Any increase above the stated PSELs must receive the prior approval of the Department.

SPECIAL CONDITIONS (SYNTHETIC MINOR)

8. The permittee shall limit operational throughput such that emissions of Particulate Matter to the atmosphere does not equal or exceed 100 tons per year. Compliance with the Synthetic Minor limitation shall be calculated and determined as stated in conditions 12.9 and 12.10.

AIR POLLUTION EPISODES

9. The permittee may elect to file a Source Emission Reduction Plan (SERP) with the Department in accordance with OAR 340-27-015, specifying the procedures the permittee will follow in the event an Air Pollution Alert, Warning, or Emergency Episode is declared in the Portland area by the Department. The Source Emission Reduction Plan shall be available on the source premises for inspection by any authorized personnel.

10. In the event an Air Pollution Alert, Warning, or Emergency Episode is declared in the Portland area by the Department, the permittee shall take actions appropriate to the declared Air Pollution Episode as listed in the Source Emission Reduction Plan on file with the Department, or with Oregon Administrative Rules 340, Division 27 "Air Pollution Emergencies" if no Source Emission Reduction Plan has been filed with the Department.

    Air Pollution Episodes will be declared by the Department and information will be made available through the radio and television media.

SPECIAL CONDITIONS

11. At all times during ship loading the permittee shall require operators to utilize proper equipment and operating practices to minimize grain dust emissions such that compliance with conditions 2, 3 and 4. of this permit is maintained.

MONITORING REQUIREMENTS

12. The permittee shall effectively inspect and monitor the operation and maintenance of the plant and associated air contaminant control facilities and shall implement the procedures necessary to monitor and record the following parameters. A record of all such data shall be maintained for a period of two years at the plant site for inspection by the authorized representatives of the Department.

12.1. All operating and production parameters to be reported to the Department annually as required in Condition 13.
12.2. Excess emissions records as defined in OAR 340-28-1400 through 340-28-1440 (recorded on occurrence).
12.3. A description of any maintenance to the air contaminant control system (recorded on occurrence).

	Operating Parameter	Monitoring Frequency
12.4.	The total quantity of grain received/handled without use of oil-add dust suppression	Each Receipt
12.5.	The total quantity of grain received/handled while using oil-add dust suppression	Each Receipt
12.6.	The quantity of grain loaded into ships.	Daily
12.7.	Calculation of compliance with the daily TSP PSEL, following Calculation Method 1 below. *Compliance is presumed for days when ship loading of grain does not exceed 28,800 tons per day. A compliance calculation is not required under these circumstances.	Daily/As Required*
12.8.	Calculation of compliance with the daily PM_{10} PSEL, following Calculation Method 2 below.	Daily/As Required*

*Compliance is presumed for days when ship loading of grain does not exceed 28,800 tons per day. A compliance calculation is not required under these circumstances.

12.9.	Calculation of total suspended particulate (TSP) emissions determined following Calculation Method 1 below.	Monthly
12.10.	Summation of calendar-year-to-date TSP emissions using monthly totals from condition 12.9.	Monthly
12.11.	Calculation of PM_{10} emissions determined following Calculation Method 2 below.	Monthly
12.12.	Summation of calendar-year-to-date PM_{10} emissions using monthly totals from condition 12.11.	Monthly

Calculation Method 1 (TSP):

$TSP\ Emitted = TSP_{w/no\text{-}oil} + TSP_{w/oil}$

$TSP_{w/no\text{-}oil} = (\text{tons of grain rcvd}_{w/no\text{-}oil})(0.0609)$

$TSP_{w/oil} = (\text{tons of grain rcvd}_{w/oil})(0.0243)$

Note: Monthly and annual emission quantities are to be converted to tons by dividing total calculated emissions (lbs.) by 2000.

Calculation Method 2 (PM_{10}):

$PM_{10}\ Emitted = PM_{10w/no\text{-}oil} + PM_{10w/oil}$

$PM_{10w/no\text{-}oil} = (\text{tons of grain rcvd}_{w/no\text{-}oil})(0.0153)$

$PM_{10w/oil} = (\text{tons of grain rcvd}_{w/oil})(0.0061)$

Note: Monthly and annual emission quantities are to be converted to tons by dividing total calculated emissions (lbs.) by 2000.

REPORTING REQUIREMENTS

13. Pursuant to OAR 340-28-1140, the permittee shall submit semi-annual reports to the Department for the report periods January 1 through June 30 and July 1 through December 31. Reports shall be submitted as follows:

13.1. The permittee shall submit to the Department by July 30 of each year this permit is in effect, a letter certifying the facility's compliance status with the permit conditions for the first six (6) months of the calendar year. Any violation(s) or exceedance(s) shall be explained in detail including corrective action(s) taken.

13.2. The permittee shall submit to the Department by January 30 of each year this permit is in effect, two (2) copies of the following information for the preceding calendar year:

Operating parameters:

13.2.1. Demonstration of compliance with the annual TSP PSEL stated in condition 6 and the Synthetic Minor limit stated in condition 8 by providing the summation of the total TSP emissions calculated for each month of the calendar year required in condition 12.10.
13.2.2. Demonstration of compliance with the annual PM_{10} PSEL stated in condition 7 by providing the summation of the total PM_{10} emissions calculated for each month of the calendar year required in condition 12.12.
13.2.3. Demonstration of compliance with the daily TSP PSEL stated in condition 6 by providing an emission calculation summary for each instance for which a daily TSP PSEL compliance calculation was required by condition 12.7.
13.2.4. Demonstration of compliance with the daily PM_{10} PSEL stated in condition 7 by providing an emission calculation summary for each instance for which a daily PM_{10} PSEL compliance calculation was required by condition 12.8.
13.2.5. A log of all planned and unplanned excess emissions in accordance with OAR 340-28-1440.
13.2.6. Explain any permanent changes made in the plant process or production which would effect air contaminant emissions, and indicate when changes were made.
13.2.7. List all major maintenance performed on air pollution equipment

The reports shall be sent to the ODEQ Northwest Region, 2020 SW Fourth Avenue, Suite 400, Portland, OR 97201-498, unless otherwise noted. The permit number must be prominently displayed on the report.

FEE SCHEDULE

14. The Annual Compliance Determination Fee for this permit is due on June 1 of each year this permit is in effect. An invoice indicating the amount, as determined by Department regulations, will be mailed prior to the above date. The fee shall be submitted to the Business Office of the Department in Portland (unless otherwise notified).

GENERAL CONDITIONS AND DISCLAIMERS

G1. The permittee shall allow Department of Environmental Quality representatives access to the plant site and pertinent records at all reasonable times for the purposes of making inspections, surveys, collecting samples, obtaining data, reviewing and copying air contaminant emission discharge records and otherwise conducting all necessary functions related to this permit in accordance with ORS 468.095.

G2. The permittee shall have available at the facility at all times a copy of the Air Contaminant Discharge Permit.

G3. The permittee is prohibited from conducting open burning.

G4. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR 340-21-050 through 340-21-060 and in OAR 340-30-440.

G5. The permittee shall immediately (i.e. as soon as possible but in no case more than one hour after the beginning of an excess emission period) notify the Department by telephone or in person of any excess emission(s) which is(are) of a nature that could endanger public health, in accordance with OAR 340-28-1430. Follow-up reporting shall be made in accordance with Department direction and OAR 340-28-1430(3) and 340-28-1440.

Notification shall be made to the Department's Northwest Region office. The telephone number is 229-5263.

In the event of any excess emissions which are of a nature that could endanger public health and occur during non-business hours, weekends, or holidays, the permittee shall immediately notify the Department by calling the Oregon Emergency Response System (OERS). The current number is 1-800-452-0311.

G6. The permittee shall notify the Department in writing using a Departmental "Notice of Construction" form, or "Permit Application Form", and obtain approval in accordance with OAR 340-28-800 through 340-28-820 before:

a. Constructing or installing any new source of air contaminant emissions, including air pollution control equipment, or

b. Modifying or altering an existing source that may significantly affect the emission of air contaminants, or

c. Making any physical change which increases emissions, or

d. Changing the method of operation, the process, or the fuel use, or increasing the normal hours of operation to levels above those contained in the permit application and reflected in this permit and which result in increased emissions.

G7. Application for a modification of this permit must be submitted not less than 60 days prior to the source modification. A Filing Fee and an Application Processing Fee must be submitted with an application for the permit modification.

G8. The permittee shall notify the Department in writing using a Departmental "Permit Application Form" within 60 days after the following:

a. legal change of the registered name of the company with the Corporations Division of the State of Oregon, or

b. sale or exchange of the activity or facility.

Applicable Permit Fees must be submitted with an application for the name change.

G9. Application for renewal of this permit must be submitted not less than 60 days prior to the permit expiration date. A Filing Fee, an Application Processing Fee and an Annual Compliance Determination Fee must be submitted with the application for the permit renewal.

G10. The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

G11. This permit is subject to revocation for cause as provided in OAR 340-14-045.

ALL INQUIRIES SHOULD BE DIRECTED TO:

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5554

Department of Environmental Quality
Northwest Region
AIR CONTAMINANT DISCHARGE PERMIT APPLICATION REVIEW REPORT

Cargill, Incorporated
800 North River Street
Portland, Oregon

PSEL CRED	SOURCE TEST	CMS	AMB MON	COMPL SCHED	SPEC COND	REPORT A S M	EXCESS R N	NSPS	NSR	PS D	NESHAP S	SIZE	PUBL NOTC	SYN MIN
					x	x	x					A2	x	x

GENERAL BACKGROUND INFORMATION

1. Cargill, Incorporated operates a terminal grain elevator located at 800 North River Street, Portland, OR, 97227. The facility receives grain (primarily wheat) via barge, truck and railcar. The grain is stored and later loaded onto ships for export. The facility was originally constructed in 1955 with additional storage added in 1976.

2. The facility is located in a nonattainment area for carbon monoxide and a maintenance area for ozone. Oxides of nitrogen (NO_x) and volatile organic compounds (VOC), are precursors of ozone. The facility has negligible emissions of CO and ozone precursors. The area is in attainment for all other pollutants.

3. A Land Use Compatibility Statement signed by the City of Portland on 04/28/92 granted unconditional approval.

4. No other permits have been issued to this source by the Department of Environmental Quality.

5. The facility was inspected on 09/24/96, 08/25/93 and 09/12/91 and found to be in compliance with permit conditions.

6. During the prior permit period no complaints were received.

7. No enforcement actions were taken against this source since the last permit renewal.

8. Existing air contaminant sources at the facility consist of the following:

AMT	EQUIPMENT	MFG/MODEL	CAPACITY/ PROD. RATE	SCC*	CONTROL EQUIPMENT	INSTALLED/ MODIFIED
1	Barge Receiving	NA	750 tons/hr	30203105	Baghouse	1955/1976
1	Railcar Pit (Receiving)	NA	750 tons/hr	30203105	Baghouse	1955/1976
1	Truck Pit (Receiving)	NA	300 tons/hr	30203105	Baghouse	1955/1976
1	Grain Handling (Various internal operations)	NA	1,800 tons/hr	30203107 30203108 30203109 30203110 30203111	Baghouse	1955/1976
1	Dust Tank	NA	NA		Baghouse	1977
1	Grain Cleaning System	NA	1050 tons/hr	30203103	Baghouse	Proposed TBD
1	Ship Loading	NA	1,200 tons/hr	30203106	Telescopic Spout	1955/1976

*Source Classification Code, USEPA reference

9. The permit is a renewal of an existing Air Contaminant Discharge Permit. The permit renewal includes:
   9.1. The addition of a PSEL for PM_{10} emissions.
   9.2. An increase in the allowable PSELs attributed to a projected increase in the operational throughput of the terminal.
   9.3. The provision for the addition of an oil-add dust suppression system.
   9.4. The provision for the addition of a proposed grain cleaning system (The grain cleaning system was previously proposed and approved under a Notice of Intent to Construct Application submitted to the Department prior to the existing permit's expiration. Because the cleaning system operates at the same emission rate as the existing grain handling systems, no emission increase or decrease is attributed to its installation).

PLANT SITE EMISSION LIMIT (PSEL) INFORMATION

ORIGINAL PLANT SITE EMISSION LIMIT

10. The operating schedule for the grain terminal in the baseline year 1977 was 8 - 16 hrs/day x 5 days/wk x 52 wks/yr = 2080 hrs/yr.

11. Reported annual throughput for the baseline year 1977 was 0.87 million tons of wheat.

12. Reported maximum hourly throughput for the baseline year 1977 was 1550 tons of wheat/hour (receiving).

13. A calculation of the baseline emission rate is exhibited in the attached detail sheets.

HISTORY OF CHANGES TO THE PLANT SITE EMISSION LIMIT

14. The PSEL has been adjusted in each of the 1988 and 1993 permit renewals to reflect revisions in published emission factors. The PSELs stated in the present permit are based on "Interim" emission factors published by EPA at the time of the permit's renewal and are subject to revision when the final factors become available.

PROPOSED PLANT SITE EMISSION LIMIT

15. The normal operating schedule for the terminal is different from the baseline year and is 10 - 20 hrs/day x 7 days/wk x 52 wks/yr = 4665 hrs/yr.

16. The Plant Site Emission Limit for normal operation is greater than the baseline emission rate. The increase is due to a projected increase in the volume of grain received/shipped at the terminal.

17. Plant Site Emission Limit is as follows:

Calculations for the PSELs are exhibited in the attached detail sheets.

- The PSELs are based upon a **variable maximum throughput** of 56.3 million bushels (1.685 million tons) to 137.3 million bushels (4.22 million tons) of wheat per year. This quantity is variable based upon the proportion of use of an optional oil-add dust suppression system (56.3 million bushels = no use; 137.3 million bushels = 100% use).
- The PSELs are based on *interim* emission factors published by the EPA. The PSELs are therefore subject to revision by the Department upon the EPA's publication of finalized emission factors for Grain Elevators.
- Any increase above the stated PSELs must receive the prior approval of the Department.

18. Calculations for determining compliance with the stated PSELs were derived as follows:

Calculation Method 1 (TSP):

$TSP\ Emitted = TSP_{w/no\text{-}oil} + TSP_{w/oil}$

Terms: rcv = receiving
int = internal operations
ship = ship loading

$TSP_{w/no\text{-}oil} = TSP_{w/no\text{-}oil\text{-}rcv} + TSP_{w/no\text{-}oil\text{-}int} + TSP_{w/no\text{-}oil\text{-}ship}$

$TSP_{w/no\text{-}oil\text{-}rcv}$ = (tons of grain rcvd)(0.6 lb/ton)(0.001)

$TSP_{w/no\text{-}oil\text{-}int}$ = (tons of grain rcvd)(0.33 lb/ton)(0.001)

$TSP_{w/no\text{-}oil\text{-}ship}$ = (tons of grain rcvd)(0.4 lb/ton)(0.15)

$TSP_{w/oil} = TSP_{w/oil\text{-}rcv} + TSP_{w/oil\text{-}int} + TSP_{w/oil\text{-}ship}$

$TSP_{w/oil\text{-}rcv}$ = (tons of grain rcvd)(0.6 lb/ton)(0.001)(0.4)

$TSP_{w/oil\text{-}int}$ = (tons of grain rcvd)(0.33 lb/ton)(0.001)(0.4)

$TSP_{w/oil\text{-}ship}$ = (tons of grain rcvd)(0.4 lb/ton)(0.15)(0.4)

Monthly and annual emission quantities are converted to tons by dividing total calculated emissions (lbs.) by 2000.

Calculation Method 2 (PM_{10}):

PM_{10} Emitted = $PM_{10\ w/no\text{-}oil} + PM_{10\ w/oil}$

$PM_{10w/no\text{-}oil} = PM_{10w/no\text{-}oil\text{-}rcv} + PM_{10w/no\text{-}oil\text{-}int} + PM_{10w/no\text{-}oil\text{-}ship}$

$PM_{10w/no\text{-}oil\text{-}rcv}$ = (tons of grain rcvd)(0.15 lb/ton)(0.001)

$PM_{10w/no\text{-}oil\text{-}int}$ = (tons of grain rcvd)(0.08 lb/ton)(0.001)

$PM_{10w/no\text{-}oil\text{-}ship}$ = (tons of grain rcvd)(0.1 lb/ton)(0.15)

$PM_{10w/oil} = PM_{10w/oil\text{-}rcv} + PM_{10w/oil\text{-}int} + PM_{10w/oil\text{-}ship}$

$PM_{10w/oil\text{-}rcv}$ = (tons of grain rcvd)(0.15 lb/ton)(0.001)(0.4)

$PM_{10w/oil\text{-}int}$ = (tons of grain rcvd)(0.08 lb/ton)(0.001)(0.4)

$PM_{10w/oil\text{-}ship}$ = (tons of grain rcvd)(0.1 lb/ton)(0.15)(0.4)

SIGNIFICANT EMISSION RATE

19. The Plant Site Emission Limit increase over baseline is less than the Significant Emission Rate (SER) as defined in OAR 340-28-110(110) for all pollutants and is shown below. No further air quality analysis is required at this time. However, emission factors assumed in this permitting will be reviewed and revised appropriately upon EPA's publishing of final emission factors for Grain Terminal operations.

Pollutant	Baseline (tons/yr)	Current PSEL (tons/yr)	Increase (tons/yr)	SER (tons/yr)
TSP	26.5	51.4	24.9	25
PM_{10}	6.6	12.9	6.3	15

AIR TOXICS

20. This source is not a source of Hazardous Air Pollutant (HAP) emissions as defined in OAR Chapter 340 Division 32, and is thereby not subject to regulation for HAPs under the Federal Operating Permit Program.

ADDITIONAL REQUIREMENTS

21. Special conditions contained in the permit include:

    21.1. A "Synthetic Minor" condition limiting the facility's operational throughput such that its potential to emit Particulate Matter is less than major source thresholds. Therefore, the source is not subject to the Federal Operating Permit program.

    21.2. A condition requiring operators to utilize proper equipment and operating practices during ship loading to minimize grain dust emissions.

22. The source is required to submit reports to the Department semi-annually.

23. The source is not subject to immediate (within one hour) reporting of excess emissions, except when the emissions may endanger public health.

24. At the time of the ACDP application review this source was not subject to federal regulations for New Source Performance Standards (NSPS).

25. At the time of the ACDP application review this source was not subject to federal regulations for New Source Review.

26. At the time of the ACDP application review this source was not subject to federal regulations for Prevention of Significant Deterioration (PSD).

27. At the time of the ACDP application review this source was not subject to federal regulations for National Emissions Standards for Hazardous Air Pollutants (NESHAPs).

PUBLIC NOTICE

The proposed Plant Site Emission Limit is greater than the previous permit and is shown below. The increase represents an actual emissions increase from the previous permit. The proposed permit was placed on public notice from November 7, 1997 to December 8, 1997. No comments were received by the Department.

GGG/EJD

PLANT SITE EMISSION LIMIT DETAIL SHEET
Baseline Year 1977

		EMISSION FACTOR		EMISSIONS	
EMISSION POINT	OPERATING PARAMETER	RATE	REFERENCE	LBS/HR	TONS/YEAR
Particulate Matter					
Receiving	0.87 million tons wheat/yr (29 million bushels) 1,550 tons/hr (rail = 750 tons/hr, barge = 500 tons/hr, truck = 300 tons/hr) (Baghouse control)	0.6 lb/ton*(1 - .999)	AP-42[1]		0.3
Internal Operations[2]	0.87 million tons wheat/yr 1,550 tons/hr Headhouse Receive Ship Gallery Belt (Grain inbound) Tunnel Belt (Grain outbound) Shipping Gallery (Baghouse controls)	0.33 lb/ton*(1 - .999)	AP-42[1]		0.1
Ship Loading	0.87 million tons wheat/yr 1,200 tons/hr (telescoping spout - 85% control est.)	0.40 lb/ton*(1 - .85)	AP-42[1]		26.1
			Total **Particulate**		26.5

CARG003171

PLANT SITE EMISSION LIMIT DETAIL SHEET
Baseline Year 1977

EMISSION POINT	OPERATING PARAMETER	EMISSION FACTOR		EMISSIONS	
		RATE	REFERENCE	LBS/HR	TONS/YEAR
PM-10					
Receiving	0.87 million tons wheat/yr (29 million bushels) 1,550 tons/hr	0.15 lb/ton*(1 - .999)	AP-42[1]		0.07
Internal Operations[2]	0.87 million tons wheat/yr 1,550 tons/hr Headhouse Receive Ship Gallery Belt (Grain inbound) Tunnel Belt (Grain outbound) Shipping Gallery (Baghouse controls)	0.08 lb/ton*(1 - .999)	AP-42[1]		0.03
Ship Loading	0.87 million tons wheat/yr 1,200 tons/hr (telescoping spout - 85% control est.)	0.10 lb/ton*(1 - 0.85)	AP-42[1]		6.5
			Total **PM-10**		6.6

(1) Baseline and current emissions calculated using AP-42 Section 9.9.1 "INTERIM SECTION" (Draft).

(2) Emissions attributed to Headhouse, Gallery Belt, Tunnel Belt, and Shipping Gallery were addressed separately in previous permits. Emissions attributed to these components are now grouped in the proposed AP-42 Section 9.9.1 "INTERIM SECTION".

CARG003172

PLANT SITE EMISSION LIMIT DETAIL SHEET
July 1997 (Max Throughput without Oil Suppression)

		EMISSION FACTOR		EMISSIONS	
EMISSION POINT	OPERATING PARAMETER	RATE	REFERENCE	LBS/HR	TONS/YEAR
Particulate Matter					
Receiving	1.685 million tons wheat/yr (56.3 million bushels) 1,800 tons/hr (rail = 750 tons/hr, barge = 750 tons/hr, truck = 300 tons/hr) (Baghouse control)	0.6 lb/ton*(1 - .999)	AP-42[1]	1.1	0.5
Internal Operations[2]	1.685 million tons wheat/yr 1,800 tons/hr Headhouse Receive Ship Gallery Belt (Grain inbound) Tunnel Belt (Grain outbound) Shipping Gallery (Baghouse controls)	0.33 lb/ton*(1 - .999)	AP-42[1]	0.6	0.3
Ship Loading	1.685 million tons wheat/yr 1,200 tons/hr (telescoping spout - 85% control est.)	0.40 lb/ton*(1 - .85)	AP-42[1]	72.0	50.6
			Total Particulate	73.7	51.4

CARG003173

PLANT SITE EMISSION LIMIT DETAIL SHEET
July 1997 (Max Throughput without Oil Suppression)

		EMISSION FACTOR		EMISSIONS	
EMISSION POINT	OPERATING PARAMETER	RATE	REFERENCE	LBS/HR	TONS/YEAR
PM-10					
Receiving	1.685 million tons wheat/yr (56.3 million bushels) 1,800 tons/hr (rail = 750 tons/hr, barge = 750 tons/hr, truck = 300 tons/hr) (Baghouse control)	0.15 lb/ton*(1 - .999)	AP-42[1]	0.3	0.1
Internal Operations[2]	1.685 million tons wheat/yr 1,800 tons/hr Headhouse Receive Ship Gallery Belt (Grain inbound) Tunnel Belt (Grain outbound) Shipping Gallery (Baghouse controls)	0.08 lb/ton*(1 - .999)	AP-42[1]	0.1	0.1
Ship Loading	1.685 million tons wheat/yr 1,200 tons/hr (telescoping spout - 85% control est.)	0.1 lb/ton*(1 - 0.85)	AP-42[1]	18.0	12.6
			Total Particulate	18.4	12.8

CARG003174

PLANT SITE EMISSION LIMIT DETAIL SHEET
July 1997 (Max Throughput with Oil Suppression)

		EMISSION FACTOR		EMISSIONS	
EMISSION POINT	OPERATING PARAMETER	RATE	REFERENCE	LBS/HR	TONS/YEAR
Particulate Matter					
Receiving	4.22 million tons wheat/yr (137.3 million bushels) 1,800 tons/hr (rail = 750 tons/hr, barge = 750 tons/hr, truck = 300 tons/hr) (Baghouse control)	0.6 lb/ton*(1 - .999)(0.4)	AP-42[1]	0.4	0.5
Internal Operations[2]	4.22 million tons wheat/yr 1,800 tons/hr Headhouse Receive Ship Gallery Belt (Grain inbound) Tunnel Belt (Grain outbound) Shipping Gallery (Baghouse controls)	0.33 lb/ton*(1 - .999)(0.4)	AP-42[1]	0.2	0.3
Ship Loading	4.22 million tons wheat/yr 1,200 tons/hr (telescoping spout - 85% control est.)	0.4 lb/ton*(1 - .85)(0.4) w/oil suppression	AP-42[1]	28.8	50.6
			Total **Particulate**	29.4	51.4

CARG003175

PLANT SITE EMISSION LIMIT DETAIL SHEET
July 1997 (Max Throughput with Oil Suppression)

		EMISSION FACTOR		EMISSIONS	
EMISSION POINT	OPERATING PARAMETER	RATE	REFERENCE	LBS/HR	TONS/YEAR
PM-10					
Receiving	4.22 million tons wheat/yr (137.3 million bushels) 1,800 tons/hr (rail = 750 tons/hr, barge = 750 tons/hr, truck = 300 tons/hr) (Baghouse control)	0.15 lb/ton*(1 - .999)(0.4)	AP-42[1]	0.1	0.1
Internal Operations[2]	4.22 million tons wheat/yr 1,800 tons/hr Headhouse Receive Ship Gallery Belt (Grain inbound) Tunnel Belt (Grain outbound) Shipping Gallery (Baghouse controls)	0.08 lb/ton*(1 - .999)(0.4)	AP-42[1]	0.1	0.1
Ship Loading	4.22 million tons wheat/yr 1,200 tons/hr (telescoping spout - 85% control est.)	0.1 lb/ton*(1 - 0.85)(0.4)	AP-42[1]	7.2	12.7
			Total Particulate	7.4	12.9

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GENERAL PERMIT
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORM WATER DISCHARGE PERMIT

Department of Environmental Quality
811 Southwest Sixth Avenue, Portland, OR 97204
Telephone: (503) 229-5279
Issued pursuant to ORS 468B.050 and The Federal Clean Water Act

Issued 5/16/01 GEN12Z MULTNOMAH/NWR
File No. 111356 ORR12-6028

Cargill, Inc.
800 River St.
Portland, OR 97227

SOURCES COVERED BY THIS PERMIT

Facilities identified in 40 Code of Federal Regulation (CFR) §122.26(b)(14)(i -ix, xi) with storm water discharges. Construction activities, asphalt mix batch plants, concrete batch plants and Standard Industrial Classification code 14, *Mining and Quarrying of Nonmetallic Minerals, Except Fuels* are excluded from this permit. These activities are regulated under separate permits.

See Table 1: Sources Covered, pages 2-3, for more information on the CFR regulated industries covered by this permit.

Michael T. Llewelyn, Administrator
Water Quality Division

JULY 22, 1997
Date

PERMITTED ACTIVITIES

Until this permit expires or is modified or revoked, the permittee is authorized to construct, install, modify, or operate storm water treatment and/or control facilities, and to discharge storm water to public waters in conformance with all the requirements, limitations, and conditions set forth in the attached schedules as follows:

			Page
Schedule A	-	Storm Water Pollution Control Plan, Additional Requirements, Limitations, and Benchmarks	4-8
Schedule B	-	Monitoring and Reporting Requirements	9-10
Schedule C	-	Compliance Conditions and Schedules	11
Schedule D	-	Special Conditions	12
Schedule F	-	General Conditions	13

Unless authorized by another NPDES permit, all other direct and indirect discharges to public waters are prohibited.

TABLE 1: Sources Covered

Previous Permit Type	Sources Covered
1200-D	Facilities with the following primary Standard Industrial Classification codes: 21 Tobacco Products 22 Textile Mill Products 23 Apparel and Other Finished Products Made From Fabrics and Similar Material 27 Printing, Publishing and Allied Industries 4221 Farm Product Warehousing and Storage 4222 Refrigerated Warehousing and Storage 4225 General Warehousing and Storage Facilities with SIC codes 22, 23, 27, 4221, 4222, and 4225 are only required to apply for permit if storm water is exposed to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery.
1200-F	Facilities with primary Standard Industrial Classification code 20 Food and Kindred Products. Facilities with this SIC code are only required to apply for permit if storm water is exposed to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery.
1200-G	Landfills, land application sites and open dumps.
1200-H	Facilities with the following primary Standard Industrial Classification codes: 28 Chemicals and Allied Products (excluding 2874 Phosphate Fertilizer Manufacturing) 29 Petroleum Refining and Related Industries 30 Rubber and Miscellaneous Plastics Products 31 Leather and Leather Products 32 Stone, Clay, Glass, and Concrete Products 33 Primary Metal Industries and Steam Electric Power Generation including coal handling sites. Facilities with SIC codes 283, 285, 30, 31 (except 311), and 323 are only required to apply for permit if storm water is exposed to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery.
1200-L	Facilities with the following primary Standard Industrial Classification codes: 34 Fabricated Metal Products, Except Machinery and Transportation Equipment 35 Industrial and Commercial Machinery and Computer Equipment 36 Electronic and Other Electrical Equipment and Components, Except Computer Equipment 37 Transportation Equipment 38 Measuring, Analyzing, and Controlling Instruments; Photographic, Medical and Optical Goods; Watches and Clocks 39 Miscellaneous Manufacturing Industries Facilities with SIC codes 34 (except 3441), 35, 36, 37 (except 373), 38, and 39 are only required to apply for permit if storm water is exposed to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery.

TABLE 1: Sources Covered (cont.)

Previous Permit Type	Sources Covered
1200-M	Facilities with the following primary Standard Industrial Classification codes: 10 Metal Mining 12 Coal Mining 13 Oil and Gas Extraction
1200-P	Facilities with primary Standard Industrial Classification code 26 Paper and Allied Products. Facilities with SIC codes 265 and 267 are only required to apply for permit if storm water is exposed to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery.
1200-R	Hazardous Waste Treatment, Storage and Disposal Facilities, and facilities with primary Standard Industrial Classification codes 5015 Motor Vehicle Parts, Used, and 5093 Scrap and Waste Materials.
1200-S	Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage, recycling, and reclamation of municipal or domestic sewage (including land dedicated to the disposal of sewage sludge that are located within the confines of the facility) with the design flow capacity of 1.0 mgd or more, or required to have a pretreatment program under 40 CFR § 403.
1200-T	Facilities with the following primary Standard Industrial Classification codes that have vehicle maintenance shops (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, or airport deicing operations: 40 Railroad Transportation 41 Local and Suburban Transit and Interurban Highway Passenger Transportation 42 Motor Freight Transportation and Warehousing (excluding 4221 Farm Product Warehousing and Storage, 4222 Refrigerated Warehousing and Storage, and 4225 General Warehousing and Storage) 43 United States Postal Service 44 Water Transportation 45 Transportation by Air 5171 Petroleum Bulk Stations and Terminals
1200-W	Facilities with the following primary Standard Industrial Classification codes: 24 Lumber and Wood Products, Except Furniture (excluding 2491 Wood Preserving and 2411 Logging) 25 Furniture and Fixtures Facilities with SIC codes 2434 and 25 are only required to apply for permit if storm water is exposed to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery.

SCHEDULE A
STORM WATER POLLUTION CONTROL PLAN

1. **Preparation and Implementation of the Storm Water Pollution Control Plan (SWPCP)**
   a) The SWPCP shall be prepared by a person knowledgeable in storm water management and familiar with the facility.
   b) The SWPCP shall be signed in accordance with 40 CFR §122.22. Updates and revisions to the SWPCP shall also be signed in this manner. The SWPCP shall be signed as follows:
      i) For a Corporation - By a principal executive officer of at least the level of vice president;
      ii) For a Partnership or Sole Proprietorship - By a general partner or the proprietor, respectively; or
      iii) For a Municipality, State, Federal, or other Public Facility - By either a principal executive officer or ranking elected official.
   c) The SWPCP shall be prepared and implemented according to the time frames set forth in Schedule C.
   d) The SWPCP shall be kept current and updated as necessary to reflect any changes in facility operation.
   e) The SWPCP and updates to the SWPCP shall be submitted to the Department in accordance with Schedule B.3.
   f) A copy of the SWPCP shall be kept at the facility and made available upon request to government agencies responsible for storm water management in the permittee's area.

2. **Storm Water Pollution Control Plan Requirements**
   a) **Site Description** The SWPCP shall contain the following information:
      i) A description of the industrial activities conducted at the site. Include a description of the significant materials (see Schedule D.3, Definitions) that are stored, used, treated and/or disposed of in a manner that allows exposure to storm water. Also describe the methods of storage, usage, treatment and/or disposal.
      ii) A general location map showing the location of the site in relation to surrounding properties, transportation routes, surface waters and other relevant features.
      iii) A site map including the following:
         (1) drainage patterns
         (2) drainage and discharge structures
         (3) outline of the drainage area for each storm water outfall
         (4) paved areas and buildings within each drainage area
         (5) areas used for outdoor manufacturing, treatment, storage, and/or disposal of significant materials
         (6) existing structural control measures for reducing pollutants in storm water runoff
         (7) material loading and access areas
         (8) hazardous waste treatment, storage and disposal facilities
         (9) location of wells including waste injection wells, seepage pits, drywells, etc.
         (10) location of springs, wetlands and other surface water bodies.
      iv) Estimates of the amount of impervious surface area (including paved areas and building roofs) relative to the total area drained by each storm water outfall.
      v) For each area of the site where a reasonable potential exists for contributing pollutants to storm water runoff, identify the potential pollutants that could be present in storm water discharges.
      vi) The name(s) of the receiving water(s) for storm water drainage. If drainage is to a municipal storm sewer system, the name(s) of the ultimate receiving waters and the name of the municipality.

vii) Identification of the discharge outfall(s) and the point(s) where storm water monitoring will occur as required by Schedule B. If multiple discharge outfalls exist but will not all be monitored (as allowed in Schedule B.1.c), a description supporting this approach shall also be included.

b) **Site Controls** The permittee shall maintain existing controls and/or develop new controls appropriate for the site. The purpose of these controls is to eliminate or minimize the exposure of pollutants to storm water. In developing a control strategy, the SWPCP shall have the following minimum components. A description of each component shall be included in the SWPCP.

i) *Storm Water Best Management Practices* If technically and economically feasible, the following best management practices shall be employed at the site. A schedule for implementation of these practices shall be included in the SWPCP if the practice has not already been accomplished. This schedule must be consistent with the requirements for developing and implementing the SWPCP in Schedule C of the permit.

(1) Containment - All hazardous materials (see Schedule D.3, Definitions) shall be stored within berms or other secondary containment devices to prevent leaks and spills from contaminating storm water. If the use of berms or secondary containment devices is not possible, then hazardous materials shall be stored in areas that do not drain to the storm sewer system.

(2) Oil and Grease - Oil/Water separators, booms, skimmers or other methods shall be employed to eliminate or minimize oil and grease contamination of storm water discharges.

(3) Waste Chemicals and Material Disposal - Wastes shall be recycled or properly disposed of in a manner to eliminate or minimize exposure of pollutants to storm water. All waste contained in bins or dumpsters where there is a potential for drainage of storm water through the waste shall be covered to prevent exposure of storm water to these pollutants. Acceptable covers include, but are not limited to, storage of bins or dumpsters under roofed areas and use of lids or temporary covers such as tarps.

(4) Erosion and Sediment Control - Erosion control methods such as vegetating exposed areas, graveling or paving shall be employed to minimize erosion of soil at the site. Sediment control methods such as detention facilities, sediment control fences, vegetated filter strips, bioswales, or grassy swales shall be employed to minimize sediment loads in storm water discharges. For activities that involve land disturbance, the permittee shall contact the local municipality to determine if there are other applicable requirements.

(5) Debris Control - Screens, booms, settling ponds, or other methods shall be employed to eliminate or minimize debris in storm water discharges.

(6) Storm Water Diversion - Storm water shall be diverted away from fueling, manufacturing, treatment, storage, and disposal areas to prevent exposure of uncontaminated storm water to potential pollutants.

(7) Covering Activities - Fueling, manufacturing, treatment, storage, and disposal areas shall be covered to prevent exposure of storm water to potential pollutants. Acceptable covers include, but are not limited to, permanent structures such as roofs or buildings and temporary covers such as tarps.

(8) Housekeeping - Areas that may contribute pollutants to storm water shall be kept clean. Sweeping, prompt clean up of spills and leaks, and proper maintenance of vehicles shall be employed to eliminate or minimize exposure of storm water to pollutants.

ii) *Spill Prevention and Response Procedures* Methods to prevent spills along with clean-up and notification procedures shall be included in the SWPCP. These methods and procedures shall be made available to appropriate personnel. The required clean up material shall be on-site or readily available. Spills prevention plans required by other regulations may be substituted for this provision providing that storm water management concerns are adequately addressed.

iii) *Preventative Maintenance* A preventative maintenance program shall be implemented to ensure the effective operation of all storm water best management practices. At a minimum the program shall include:
   (1) Monthly inspections of areas where potential spills of significant materials or industrial activities could impact storm water runoff.
   (2) Monthly inspections of storm water control measures, structures, catch basins, and treatment facilities.
   (3) Cleaning, maintenance and/or repair of all materials handling and storage areas and all storm water control measures, structures, catch basins, and treatment facilities as needed upon discovery.

iv) *Employee Education* An employee orientation and education program shall be developed and maintained to inform personnel of the components and goals of the SWPCP. The program shall also address spill response procedures and the necessity of good housekeeping practices. A schedule for employee education shall be included in the SWPCP.

c) **Record Keeping and Internal Reporting Procedures** The following information shall be recorded and maintained at the facility and provided to the Department and other government agencies upon request. This information does not need to be submitted as part of the SWPCP.
   i) Inspection, maintenance, repair and education activities as required by the SWPCP.
   ii) Spills or leaks of significant materials that impacted or had the potential to impact storm water or surface waters. Include the corrective actions to clean up the spill or leak as well as measures to prevent future problems of the same nature.

ADDITIONAL REQUIREMENTS

3. **Oregon Administrative Rule (OAR) 340-44-50, Waste Disposal Wells for Surface Drainage** OAR 340-44-50 requires that waste disposal wells for storm drainage only be used in those areas where there is an adequate confinement barrier or filtration medium between the well and an underground source of drinking water; and where construction of surface discharging storm sewers is not practical. In addition, this rule requires the following:
   a) New storm drainage disposal wells shall be as shallow as possible but shall not exceed a depth of 100 feet.
   b) Disposal wells shall be located at least 500 feet from domestic water wells.
   c) Using a disposal well for agricultural drainage is prohibited.
   d) Using a disposal well for surface drainage in areas where toxic chemicals or petroleum products are stored or handled is prohibited unless there is containment around the product area which will prevent spills and leaks from entering the well.
   e) Any owner or operator of the disposal well shall have available a means of temporarily plugging or blocking the well in the event of an accident of spill.
   f) Any area that is drained by a disposal well shall be kept clean of petroleum products and other organic or chemical wastes as much as practicable to minimize the degree of contamination of the storm water drainage.

4. **Oregon Administrative Rule 340-41-26(3)(a)(D), Surface Water Temperature Management Plan** Individual storm water discharges are not expected to cause a measurable increase in stream temperature. Compliance with this permit meets the requirement of OAR 340-41-26(3)(a)(D) to develop and implement a surface water temperature management plan. If it is determined that storm discharges in a particular basin are impacting a Total Maximum Daily Load for temperature, then permittees in this basin will be required to implement additional management practices to reduce the temperature of the discharges. These practices include, but are not limited to, increased vegetation to provide for shading, underground conveyance systems or detention vaults, and filter treatment systems to reduce detention times.

5. **Storm Water Only** This permit only regulates the discharge of storm water. It does not authorize the discharge or on-site disposal of process wastewater, wash water, boiler blowdown, cooling water, air conditioning condensate, deicing residues, or any other non-storm discharges associated with the facility.

Any other wastewater discharge or disposal must be permitted in a separate permit. A separate Department permit may not be required if the wastewater is reused or recycled without discharge or disposal, or discharged to the sanitary sewer with approval from the local sanitary authority.

6. **Specific River Basin Requirements** The permittee shall comply with any Oregon Administrative Rule requirements for storm water management specific to the applicable river basin.

7. **Water Quality Standards** The ultimate goal for permittees is to comply with water quality standards in OAR 340-41. In instances where a storm water discharge adversely impacts water quality, the Department may require the facility to implement additional management practices, apply for an individual permit, or take other appropriate action.

CODE OF FEDERAL REGULATION STORM WATER DISCHARGE LIMITATIONS

8. The permittee with the following activities shall be in compliance with the applicable limitations at the time of permit assignment:

CFR Industry Category	Parameter	Limitation	
Cement manufacturing facilities for runoff from material storage piles (40 CFR §411)	pH Total Suspended Solids (TSS)	6.0 - 9.0 SU 50 mg/l	
Steam powered electric power generation facilities with coal handling and storage facilities (40 CFR §423)	TSS	50 mg/l, Daily Maximum	
Manufacturing of asphalt paving and roofing emulsions (40 CFR §443)	Oil & Grease	20 mg/l, Daily Maximum	15 mg/l, 30 Day Average
	pH	6.0 - 9.0 SU	

STORM WATER DISCHARGE BENCHMARKS

9. **Benchmarks** Benchmarks are guideline concentrations not limitations. They are designed to assist the permittee in determining if the implementation of their SWPCP is reducing pollutant concentrations to below levels of concern. For facilities that are subject to federal limitations, benchmarks apply to only those pollutants that are not limited by the federal regulations. The following benchmarks apply to each point source discharge of storm water associated with industrial activity:

Parameter	Benchmark
Total Copper	0.1 mg/l
Total Lead	0.4 mg/l
Total Zinc	0.6 mg/l
pH	5.5 - 9 S.U.
Total Suspended Solids	130 mg/l
Oil & Grease	10 mg/l
** E. coli	406 counts/100 ml
Floating Solids (associated with industrial activities)	No Visible Discharge
Oil & Grease Sheen	No Visible Sheen

** The benchmark for E. coli applies only to landfills, if septage and sewage biosolids are disposed at the site, and sewage treatment plants.

10. **Review of SWPCP** If benchmarks are not achieved, the permittee shall review their SWPCP within 60 days of receiving sampling results. The purpose of this review is to determine if the SWPCP is being followed and to identify any additional technically and economically feasible site controls that need to be implemented to further improve the quality of storm water discharges. These site controls include best management practices, spill prevention and response procedures, preventative maintenance, and employee education procedures as described in Schedule A.2.b.

    a) **SWPCP Revision** Any newly identified site controls shall be implemented in a timely manner and incorporated into the SWPCP as an update. A new SWPCP is not required. If no additional site controls are identified, the permittee shall state as such in an update to the SWPCP.

    b) **SWPCP Revision Submittal** Results of this review shall be submitted to the Department in accordance with Schedule B.3 and made available upon request to government agencies responsible for storm water management in the permittee's area.

    c) **Background or Natural Conditions** If the permittee demonstrates that background or natural conditions not associated with industrial activities at the site cause an exceedance of a benchmark, then no further modifications to the SWPCP are required for that parameter. Upon successful demonstration of natural or background conditions through monitoring of the same storm event used to evaluate benchmarks the permittee would be eligible for the monitoring reduction as outlined in Schedule B.2.

SCHEDULE B
MONITORING AND REPORTING REQUIREMENTS

1. **Minimum Monitoring Requirements**

a) All permittees shall monitor storm water associated with industrial activity for the following:

GRAB SAMPLES OF STORM WATER	
Parameter	**Frequency**
Total Copper	Twice per Year
Total Lead	Twice per Year
Total Zinc	Twice per Year
pH	Twice per Year
Total Suspended Solids	Twice per Year
Oil & Grease	Twice per Year
**E. coli	Twice per Year

**The monitoring for E.coli applies only to landfills, if septage and sewage biosolids are disposed at the site, and sewage treatment plants.

VISUAL MONITORING OF STORM WATER	
Parameter	**Frequency**
Floating Solids (associated with industrial activities)	Once a Month (when discharging)
Oil & Grease Sheen	Once a Month (when discharging)

b) **Grab Samples** Grab samples that are representative of the discharge shall be taken at least 60 days apart. It is preferred, but not required, that one sample be collected in the fall and one in the spring. Compositing of samples from different drainage areas is not allowed.

c) **Multiple Point Source Discharges** The permittee may reduce the number of storm water monitoring points provided the outfalls have substantially identical effluents. Substantially identical effluents are discharges from drainage areas serving similar activities where the discharges are expected to be similar in composition. Outfalls serving areas with no exposure of storm water to industrial activities are not required to be monitored.

d) **Monitoring Location** All samples shall be taken at monitoring points specified in the SWPCP before the storm water joins or is diluted by any other wastestream, body of water or substance.

e) **No Exposure** If there is no exposure of storm water to material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery at the site, monitoring is not required. The permittee shall submit an annual statement certifying as such in lieu of monitoring (refer to Schedule B.3.b). If exposure cannot be prevented, the permittee shall comply with Schedule B.

2. **Monitoring Reduction**
   a) **Visual Observations** There is no reduction allowed of the required visual observations.

   b) **Grab Samples** The permittee is not required to conduct sampling if the benchmarks specified in Schedule A.9 are met, or if the exceedance is due to natural or background conditions for at least four consecutive storm water monitoring events over 24 continuous months. Note that there is no reduction in monitoring allowed for facilities subject to limitations under CFR (Schedule A.8).
      i) Results from sampling events cannot be averaged to meet the benchmarks.
      ii) Monitoring waivers may be allowed for individual parameters.
      iii) Parameters in exceedance or not previously sampled shall be monitored as required in Schedule B.1 until the monitoring waiver condition above is met.
      iv) Monitoring data from the previous permit period may be used to meet the waiver requirement. This data shall be evaluated against the benchmarks specified in this permit.
      v) Monitoring data from the same storm event shall be used to demonstrate that background or natural conditions not associated with industrial activities at the site are contributing to the exceedance of a benchmark.
      vi) The permittee shall submit written notification to the Department when exercising the monitoring waiver condition (refer to Schedule B.3.c).

   c) **Reinstatement of Monitoring Requirements**
      i) The permittee shall conduct monitoring as specified in Schedule B.1 if changes to site conditions are expected to impact storm water discharge characteristics.
      ii) The Department may reinstate monitoring requirements as specified in Schedule B.1 if prior monitoring efforts were improper or results were incorrect.
      iii) Monitoring may also be reinstated if future sampling efforts indicate benchmarks are being exceeded.

3. **Reporting Requirements** The permittee shall submit the following to the appropriate DEQ regional office:
   a) **Monitoring Data** The permittee shall submit by July 15 of each year grab sampling and visual monitoring data for the previous monitoring period (July 1- June 30). If there was insufficient rainfall to collect samples, the permittee shall notify the Department by July 15 of each year.

   b) **No Exposure Certification** The permittee shall submit an annual certification by July 15 of each year if monitoring is not required due to no exposure of storm water to industrial activities. The certification shall state that site conditions have been evaluated and the facility meets the requirements of Schedule B.1.e.

   c) **Monitoring Reduction Notification** The permittee shall submit written notification when exercising the monitoring reduction condition in Schedule B.2.b.

   d) **SWPCP Update/Completion** The permittee shall prepare or update the SWPCP in accordance with Schedule C of the permit. The permittee shall submit an updated or completed SWPCP within 14 days after completion.

   e) **SWPCP Revision** The permittee shall submit any revisions to the SWPCP required by Schedule A.10 within 14 days after the SWPCP is revised. If the Department does not review and comment on the revised SWPCP within 30 days, the permittee shall implement the revisions as proposed.

SCHEDULE C
COMPLIANCE CONDITIONS AND SCHEDULES

1. **Existing Permittee** (for a facility with an NPDES storm water discharge permit assigned prior to September 30, 1996):

   a) Not later than 90 days after receiving this permit, the existing permittee shall revise and begin implementation of their SWPCP to meet any new permit requirements.

   b) Except for site controls that require capital improvements (see Schedule D.3, Definitions), the SWPCP shall be implemented within 90 days after revision of SWPCP. Site control activities that require capital improvements shall be completed in accordance with the schedule set forth in the SWPCP.

2. **New Permittee with Existing Facility** (for a facility operating prior to September 30, 1996, without an NPDES storm water discharge permit):

   a) Not later than 90 days after receiving this permit, the new permittee shall prepare and begin implementation of their SWPCP.

   b) Except for site controls that require capital improvements (see Schedule D.3, Definitions), the SWPCP shall be implemented within 90 days after completion of SWPCP. Site control activities that require capital improvements shall be completed in accordance with the schedule set forth in the SWPCP.

3. **New Facility** (for a facility beginning operation after September 30, 1996):

   a) Prior to starting operations, a new facility shall prepare and begin implementation of their SWPCP.

   b) Except for site controls that require capital improvements (see Schedule D.3, Definitions), the SWPCP shall be implemented within 90 days after beginning operation. Site control activities that require capital improvements shall be completed in accordance with the schedule set forth in the SWPCP.

4. **New Permittee Discharging to Clackamas River, McKenzie River above Hayden Bridge (River Mile 15) or North Santiam River.** Not later than 180 days after receiving this permit, new permittees discharging to Clackamas River, McKenzie River above Hayden Bridge (river mile 15) or North Santiam River shall submit to the Department a monitoring and water quality evaluation program. This program shall be effective in evaluating the in-stream impacts of the discharge as required by OAR 340-41-470. Within 30 days after Department approval, the permittee shall implement the monitoring and water quality evaluation program. New permittees are defined to include potential or existing dischargers that did not have a permit, and existing dischargers that have a permit but request an increased load limitation.

SCHEDULE D
SPECIAL CONDITIONS

1. **Releases in Excess of Reportable Quantities.** This permit does not relieve the permittee of the reporting requirements of 40 CFR §117 Determination of Reportable Quantities for Hazardous Substances and 40 CFR §302 Designation, Reportable Quantities, and Notification.

2. **Availability of SWPCP and Monitoring Data.** The Storm Water Pollution Control Plan and/or storm water monitoring data shall be made available to government agencies responsible for storm water management in the permittee's area.

3. **Definitions**

   a) *Capital Improvements* means the following improvements that require capital expenditures:
      i) Treatment best management practices including but not limited to settling basins, oil/water separation equipment, catch basins, grassy swales, and detention/retention basins.
      ii) Manufacturing modifications that incur capital expenditures, including process changes for reduction of pollutants or wastes at the source.
      iii) Concrete pads, dikes and conveyance or pumping systems utilized for collection and transfer of storm water to treatment systems.
      iv) Roofs and appropriate covers for manufacturing areas.

   b) *Hazardous Materials* as defined in 40 CFR §302 Designation, Reportable Quantities, and Notification.

   c) *Material Handling Activities* include the storage, loading and unloading, transportation or conveyance of raw material, intermediate product, finished product, by-product or waste product.

   d) *Point Source* means a discharge from any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, or conduit.

   e) *Significant Materials* includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under section 101(14) of CERCLA; any chemical that a facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ash, slag, and sludge that have the potential to be released with storm water discharges.

SCHEDULE F
NPDES GENERAL CONDITIONS

SECTION A. STANDARD CONDITIONS

1. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of Oregon Revised Statutes (ORS) 468B.025 and is grounds for enforcement action; for permit termination, suspension, or modification; or for denial of a permit renewal application.

2. Penalties for Water Pollution and Permit Condition Violations

Oregon Law (ORS 468.140) allows the Director to impose civil penalties up to $10,000 per day for violation of a term, condition, or requirement of a permit.

Under ORS 468.943, unlawful water pollution, if committed by a person with criminal negligence, is punishable by a fine of up to $25,000 or by imprisonment for not more than one year, or by both. Each day on which a violation occurs or continues is a separately punishable offense.

Under ORS 468.946, a person who knowingly discharges, places or causes to be placed any waste into the waters of the state or in a location where the waste is likely to escape into the waters of the state, is subject to a Class B felony punishable by a fine not to exceed $200,000 and up to 10 years in prison.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. In addition, upon request of the Department, the permittee shall correct any adverse impact on the environment or human health resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

4. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and have the permit renewed. The application shall be submitted at least 180 days before the expiration date of this permit.

The Director may grant permission to submit an application less than 180 days in advance but no later than the permit expiration date.

5. Permit Actions

This permit may be modified, suspended, revoked and reissued, or terminated for cause including, but not limited to, the following:

a. Violation of any term, condition, or requirement of this permit, a rule, or a statute;
b. Obtaining this permit by misrepresentation or failure to disclose fully all material facts; or
c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

The filing of a request by the permittee for a permit modification or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

6. Toxic Pollutants

The permittee shall comply with any applicable effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

7. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege.

8. Permit References

Except for effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants and standards for sewage sludge use or disposal established under Section 405(d) of the Clean Water Act, all rules and statutes referred to in this permit are those in effect on the date this permit is issued.

SECTION B. OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

2. Duty to Halt or Reduce Activity

For industrial or commercial facilities, upon reduction, loss, or failure of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control production or all discharges or both until the facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced or lost. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Bypass of Treatment Facilities

a. Definitions
   (1) "Bypass" means intentional diversion of waste streams from any portion of the treatment facility. The term "bypass" does not include nonuse of singular or multiple units or processes of a treatment works when the nonuse is insignificant to the quality and/or quantity of the effluent produced by the treatment works. The term "bypass" does not apply if the diversion does not cause effluent limitations to be exceeded, provided the diversion is to allow essential maintenance to assure efficient operation.
   (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities or treatment processes which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Prohibition of bypass.
   (1) Bypass is prohibited unless:
      (a) Bypass was necessary to prevent loss of life, personal injury, or severe property damage;
      (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
      (c) The permittee submitted notices and requests as required under General Condition B.3.c.
   (2) The Director may approve an anticipated bypass, after considering its adverse effects and any alternatives to bypassing, when the Director determines that it will meet the three conditions listed above in General Condition B.3.b.(1).

c. Notice and request for bypass.
   (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior written notice, if possible at least ten days before the date of the bypass.
   (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in General Condition D.5.

4. Upset

a. Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operation error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of General Condition B.4.c are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the causes(s) of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in General Condition D.5, hereof (24-hour notice); and
   (4) The permittee complied with any remedial measures required under General Condition A.3 hereof.

d. Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5. Treatment of Single Operational Event

For purposes of this permit, A Single Operational Event which leads to simultaneous violations of more than one pollutant parameter shall be treated as a single violation. A single operational event is an exceptional incident which causes simultaneous, unintentional, unknowing (not the result of a knowing act or omission), temporary noncompliance with more than one Clean Water Act effluent discharge pollutant parameter. A single operational event does not include Clean Water Act violations involving discharge without a NPDES permit or noncompliance to the extent caused by improperly designed or inadequate treatment facilities. Each day of a single operational event is a violation.

6. Overflows from Wastewater Conveyance Systems and Associated Pump Stations

a. Definitions
   (1) "Overflow" means the diversion and discharge of waste streams from any portion of the wastewater conveyance system including pump stations, through a designed overflow device or structure, other than discharges to the wastewater treatment facility.
   (2) "Severe property damage" means substantial physical damage to property, damage to the conveyance system or pump station which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of an overflow.
   (3) "Uncontrolled overflow" means the diversion of waste streams other than through a designed overflow device or structure, for example to overflowing manholes or overflowing into residences, commercial establishments, or industries that may be connected to a conveyance system.

b. Prohibition of overflows. Overflows are prohibited unless:
   (1) Overflows were unavoidable to prevent an uncontrolled overflow, loss of life, personal injury, or severe property damage;
   (2) There were no feasible alternatives to the overflows, such as the use of auxiliary pumping or conveyance systems, or maximization of conveyance system storage; and
   (3) The overflows are the result of an upset as defined in General Condition B.4. and meeting all requirements of this condition.

c. Uncontrolled overflows are prohibited where wastewater is likely to escape or be carried into the waters of the State by any means.

d. Reporting required. Unless otherwise specified in writing by the Department, all overflows and uncontrolled overflows must be reported orally to the Department within 24 hours from the time the permittee becomes aware of the overflow. Reporting procedures are described in more detail in General Condition D.5.

7. Public Notification of Effluent Violation or Overflow

If effluent limitations specified in this permit are exceeded or an overflow occurs, upon request by the Department, the permittee shall take such steps as are necessary to alert the public about the extent and nature of the discharge. Such steps may include, but are not limited to, posting of the river at access points and other places, news releases, and paid announcements on radio and television.

8. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in such a manner as to prevent any pollutant from such materials from entering public waters, causing nuisance conditions, or creating a public health hazard.

SECTION C. MONITORING AND RECORDS

1. Representative Sampling

Sampling and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and shall be taken, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water, or substance. Monitoring points shall not be changed without notification to and the approval of the Director.

2. Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated and maintained to insure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than $\pm$ 10 percent from true discharge rates throughout the range of expected discharge volumes.

3. Monitoring Procedures

Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit.

4. Penalties of Tampering

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than two years, or by both. If a conviction of a person is for a violation committed after a first conviction of such person, punishment is a fine not more than $20,000 per day of violation, or by imprisonment of not more than four years or both.

5. Reporting of Monitoring Results

Monitoring results shall be summarized each month on a Discharge Monitoring Report form approved by the Department. The reports shall be submitted monthly and are to be mailed, delivered or otherwise transmitted by the 15th day of the following month unless specifically approved otherwise in Schedule B of this permit.

6. Additional Monitoring by the Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR 136 or as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report. Such increased frequency shall also be indicated. For a pollutant parameter that may be sampled more than once per day (e.g., Total Chlorine Residual), only the average daily value shall be recorded unless otherwise specified in this permit.

7. Averaging of Measurements

Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean, except for bacteria which shall be averaged as specified in this permit.

8. Retention of Records

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR part 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records of all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.

9. Records Contents

Records of monitoring information shall include:
a. The date, exact place, time and methods of sampling or measurements;
b. The individual(s) who performed the sampling or measurements;
c. The date(s) analyses were performed;
d. The individual(s) who performed the analyses;
e. The analytical techniques or methods used; and
f. The results of such analyses.

10. Inspection and Entry

The permittee shall allow the Director, or an authorized representative upon the presentation of credentials to:

a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit, and
d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by state law, any substances or parameters at any location.

SECTION D. REPORTING REQUIREMENTS

1. Planned Changes

The permittee shall comply with Oregon Administrative Rules (OAR) 340, Division 52, "Review of Plans and Specifications". Except where exempted under OAR 340-52, no construction, installation, or modification involving disposal systems, treatment works, sewerage systems, or common sewers shall be commenced until the plans and specifications are submitted to and approved by the Department. The permittee shall give notice to the Department as soon as possible of any planned physical alternations or additions to the permitted facility.

2. Anticipated Noncompliance

The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Transfers

This permit may be transferred to a new permittee provided the transferee acquires a property interest in the permitted activity and agrees in writing to fully comply with all the terms and conditions of the permit and the rules of the Commission. No

permit shall be transferred to a third party without prior written approval from the Director. The permittee shall notify the Department when a transfer of property interest takes place.

4. Compliance Schedule

Reports of compliance or noncompliance with, or any progress reports on interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date. Any reports of noncompliance shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirements.

5. Twenty-Four Hour Reporting

The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally (by telephone) within 24 hours, unless otherwise specified in this permit, from the time the permittee becomes aware of the circumstances. During normal business hours, the Department's Regional office shall be called. Outside of normal business hours, the Department shall be contacted at 1-800-452-0311 (Oregon Emergency Response System).

A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. If the permittee is establishing an affirmative defense of upset or bypass to any offense under ORS 468.922 to 468.946, and in which case if the original reporting notice was oral, delivered written notice must be made to the Department or other agency with regulatory jurisdiction within 4 (four) calendar days. The written submission shall contain:

a. A description of the noncompliance and its cause;
b. The period of noncompliance, including exact dates and times;
c. The estimated time noncompliance is expected to continue if it has not been corrected;
d. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and
e. Public notification steps taken, pursuant to General Condition B.7.

The following shall be included as information which must be reported within 24 hours under this paragraph:

a. Any unanticipated bypass which exceeds any effluent limitation in this permit.
b. Any upset which exceeds any effluent limitation in this permit.
c. Violation of maximum daily discharge limitation for any of the pollutants listed by the Director in this permit.

The Department may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

6. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under General Condition D.4 or D.5, at the time monitoring reports are submitted. The reports shall contain:

a. A description of the noncompliance and its cause;
b. The period of noncompliance, including exact dates and times;
c. The estimated time noncompliance is expected to continue if it has not been corrected; and
d. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

7. Duty to Provide Information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine compliance with this permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit.

Other Information: When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or any report to the Department, it shall promptly submit such facts or information.

8. Signatory Requirements

All applications, reports or information submitted to the Department shall be signed and certified in accordance with 40 CFR 122.22.

9. Falsification of Reports

Under ORS 468.953, any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, is subject to a Class C felony punishable by a fine not to exceed $100,000 per violation and up to 5 years in prison.

10. Changes to Indirect Dischargers - **[Applicable to Publicly Owned Treatment Works (POTW) only]**

The permittee must provide adequate notice to the Department of the following:

a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to section 301 or 306 of the Clean Water Act if it were directly discharging those pollutants and;
b. Any substantial change in the volume or character of pollutants being introduced into the POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.

c. For the purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

11. Changes to Discharges of Toxic Pollutant - **[Applicable to existing manufacturing, commercial, mining, and silvicultural dischargers only]**

The permittee must notify the Department as soon as they know or have reason to believe of the following:

a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels:
   (1) One hundred micrograms per liter (100 µg/l);
   (2) Two hundred micrograms per liter (200 µg/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
   (3) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR 122.21(g)(7); or
   (4) The level established by the Department in accordance with 40 CFR 122.44(f).

b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
   (1) Five hundred micrograms per liter (500 µg/l);
   (2) One milligram per liter (1 mg/l) for antimony;
   (3) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR 122.21(g)(7); or
   (4) The level established by the Department in accordance with 40 CFR 122.44(f).

SECTION E. DEFINITIONS

1. BOD means five-day biochemical oxygen demand.
2. TSS means total suspended solids.
3. mg/l means milligrams per liter.
4. kg means kilograms.
5. m^3/d means cubic meters per day.
6. MGD means million gallons per day.
7. Composite sample means a sample formed by collecting and mixing discrete samples taken periodically and based on time or flow.
8. FC means fecal coliform bacteria.
9. Technology based permit effluent limitations means technology-based treatment requirements as defined in 40 CFR 125.3, and concentration and mass load effluent limitations that are based on minimum design criteria specified in OAR 340-41.
10. CBOD means five day carbonaceous biochemical oxygen demand.
11. Grab sample means an individual discrete sample collected over a period of time not to exceed 15 minutes.
12. Quarter means January through March, April through June, July through September, or October through December.
13. Month means calendar month.
14. Week means a calendar week of Sunday through Saturday.
15. Total residual chlorine means combined chlorine forms plus free residual chlorine.
16. The term "bacteria" includes but is not limited to fecal coliform bacteria, total coliform bacteria, and E. coli bacteria.
17. POTW means a publicly owned treatment works.

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PORTLAND, OR (DREYFUS CORP) PERMIT TRANSFER
(USAPS) CLD PACIFIC GRAIN, LCC Environmental Permit Transfers - 2002

L00001-00501.0286
GENERAL

LOUIS DREYFUS CORP., N. HOLLADAY ST., PORTLAND, OR

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Box 2006/05657

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TRANSFER APPLICATION FOR AIR CONTAMINANT DISCHARGE PERMIT

AQ103 ANSWER SHEET

FOR DEQ USE ONLY		
Permit No.	Date Received	
Application No.	Check No.	Amount

1. Company	2. Facility Location
New Name: CLD Pacific Grain, LLC	Name: Louis Dreyfus Corp.
Mailing Address: 222 SW Columbia, Suite 1133	Street Address: N. Holladay Street
City, State, Zip Code: Portland, OR 97201	City, County, Zip Code: Portland, Multnomah Cty, OR 97227
3. Site Contact Person	**4. Reason for Transfer**
Name: Lance Bachman	Joint Venture
Title: Superintendent	**5. Effective Date of Change**
Phone Number: 503-232-0127	

6. Signatures:

I hereby apply for permission to discharge air contaminants in the State of Oregon, as stated or described in this application, and certify that the information contained in this application and the schedules and exhibits appended hereto, are true and correct to the best of my knowledge and belief.

FUTURE PERMIT HOLDER

Arnie Schaufler	General Manager, (503) 243-1133
Name of official (Printed or Typed)	Title of official and phone number
Signature of official	Date

CURRENT PERMIT HOLDER:

Kevin Kaufman	senior V.P. Transportation & Operations
Name of official (Printed or Typed)	Title of official and phone number (203) 761-2251
Signature of official	Date

SUBMIT TWO COPIES OF THE COMPLETED APPLICATION TO THE DEPARTMENT BUSINESS OFFICE ALONG WITH THE FEES. MAKE CHECKS PAYABLE TO DEQ.

Oregon Department of Environmental Quality
Business Office
811 SW Sixth Avenue
Portland, OR 97204

FEES: **$300.00**

CARG003199

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Department of Environmental Quality
Northwest Region Office

AIR CONTAMINANT DISCHARGE PERMIT APPLICATION REVIEW REPORT

Louis Dreyfus Corp
222 SW Columbia Street
Suite 1133
Portland, OR 97201-6610

PSEL CRED	SOURCE TEST	AMB MON	COMPL SCHED	SPEC COND	RPT FREQ	EXCESS RPT	NSPS	NSR	PSD	NESHAP	SIZE	PUBL NOTC
No	No	No	No	Yes	Annual	No	No	No	No	No	A2	No

GENERAL BACKGROUND INFORMATION

1. Louis Dreyfus Corp operates an export grain terminal located along the Willamette River at the foot of N Holladay Street in Portland. Grain, mainly wheat and barley, can be unloaded from barges and railcars and loaded primarily onto ships. The main facility was built in 1912 and the main storage silos were built in 1961. Baghouses for the control of particulate emissions were installed around 1978. Mineral oil spray equipment used to further suppress particulate emissions was installed during the 1980's.

2. The facility is located in a maintenance area for ozone (O_3) and carbon monoxide (CO). The facility does not emit either O_3 or CO. The area is in attainment for all other pollutants.

3. A Land Use Compatibility Statement signed by the City of Portland on April 29, 1993 granted unconditional approval.

4. No other permits have been issued to this source by the Department of Environmental Quality.

5. The facility was inspected on September 15, 1997 and January 7, 1999 and found to be in compliance with all permit conditions.

6. During the prior permit period, no complaints were received.

7. The following enforcement actions have been taken against this source since the last permit renewal:

   A Notice of Noncompliance was issued on September 30, 1997 for failing to submit a Notice of Intent to Construct (NC) when some of the dust collection systems were eliminated and rerouted

to other existing dust collection systems. A NC was submitted to the Department on October 31, 1997 and approval was granted on November 19, 1997.

A NON was issued on January 13, 1999 for violating a permit condition. The PSEL is based on an assumed throughput of grain. Based on the 1997 annual report, this throughput was exceeded. However, a mineral oil application system was installed to suppress dust. Therefore, the PSEL was not violated, only the monitoring parameter. This permit renewal includes a request to increase the amount of grain handled to allow for increases in throughput in the future.

8. Existing air contaminant sources at the facility consist of the following:

   a. Numerous grain storage bins with a total capacity of 1,845,000 bushels of grain. Grain handling via various transfer points, conveyors, and belts to and from the unloading, storage, and loading areas are controlled by Baghouse #4 and Baghouse #7.
   b. Railcar unloading pit designed to handle 25,000 bushels of grain per hour and up to 25,000,000 bushels of grain per year. Emissions are reduced by applying mineral oil and controlled by Baghouse #1.
   c. Barge receiving equipment, designed to handle 25,000 bushels of grain per hour and up to 25,000,000 bushels of grain per year. Emissions are reduced by applying mineral oil and controlled by Baghouse #2.
   d. Ship loading, designed to handle 40,000 bushels of grain per hour and up to 105,000,000 bushels of grain per year. There are a total of six (6) separate loading spouts, although only one can be operated at a time. Emissions are reduced by the use of a telescoping spout, and by applying mineral oil.
   e. Five (5) baghouses, each installed around 1978.
      i. #1: Manufactured by Carter Day. Rated efficiency 99.97%. Controls emissions from the railcar unloading pit.
      ii. #2: Manufactured by Carter Day. Rated efficiency 99.97%. Controls emissions from the barge receiving equipment.
      iii. #4: Manufactured by Pneumafil. Rated efficiency 99.35%. Controls emissions from half of the bintop belts.
      iv. #7: Manufactured by Aerodyne. Rated efficiency 99.35%. Controls emissions from the headhouse and tunnel belts and the other half of the bintop belts.
      v. #8: Manufactured by Pneumafil. Rated efficiency 99.35%. Controls emissions loading.

9. The permit is a renewal for an existing Air Contaminant Discharge Permit which was issued on October 25, 1993 and was originally scheduled to expire on July 1, 1998. Since the last permit renewal, equipment to spray mineral oil as a dust suppressant was installed. In addition, some of the dust collectors were eliminated and the system was redesigned to accommodate the overall load.

PLANT SITE EMISSION LIMIT (PSEL) INFORMATION

Pollutant	Baseline Emission Rate (tons/yr)	Plant Site Emission Limit (PSEL)			PTE (tons/yr)
		Previous PSEL (tons/yr)	Proposed PSEL (tons/yr)	PSEL Increase (tons/yr)	
TSP	25.5	25.5	25.4	(0.1)	98.2
PM_{10}	10.9	10.9	13.1	2.2	

BASELINE PLANT SITE EMISSION LIMIT (PSEL)

10. The operating schedule for the facility in the baseline year 1978 was 8 hours/day x 5 days/week x 52 weeks/year = 2,080 hours/year.

11. Reported annual grain handled for the baseline year 1978 was 50,000,000 bushels (1,500,000 tons) of grain (wheat).

12. Reported maximum hourly amount of grain handled for the baseline year 1978 was 47,000 bushels per hour (1,400 tons per hour).

13. Particulate emissions in the baseline year 1978 were as follows:

Emission Point	Reference	TSP Emissions		PM_{10} Emissions	
		(lb/hr)[a]	(tons/yr)	(lb/hr)[a]	(tons/yr)
Receiving	EPA/AIRS	4.5	2.4	4.5	2.4
Headhouse, receiving	EPA/AIRS	2.1	1.1	2.1	1.1
Headhouse, shipping	EPA/AIRS	1.8	1.1	1.8	1.1
Gallery Belt	EPA/AIRS	1.5	0.7	1.5	0.7
Tunnel Belt	EPA/AIRS	7.6	4.7	7.6	4.7
Shipping Gallery	EPA/AIRS	1.2	0.7	1.2	0.7
Loading[b]	EPA/AIRS	23.4	14.6	0.0	0.0
Total		42.0	25.5	18.7	10.7

a) The hourly emission estimations are based on maximum operations of the equipment or process.
b) Although particulate emissions often result from the operation of "topping off" a ship's hold, much of the particulate will soon settle out and thus be accounted for as TSP, not PM_{10}. Emissions from all other operations that are controlled by baghouses are generally considered PM_{10}.

These calculations are included in the attached "Plant Site Emission Limit Detail Sheet – Baseline Year 1978".

HISTORY OF CHANGES TO THE PLANT SITE EMISSION LIMIT (PSEL)

14. The PSEL was modified in the ACDP issued October 25, 1993 to adjust for a correction in the baseline year 1978 amount of grain handled.

PROPOSED PLANT SITE EMISSION LIMIT (PSEL)

15. The normal operating schedule for the facility is different from the baseline year and is 16 hours/day x 6 days/week x 52 weeks/year = 4,992 hours/year.

16. Proposed annual grain handling is different from the baseline year and is 105,000,000 bushels (3,150,000 tons) of grain (wheat and barley) per year.

17. Proposed maximum hourly amount of grain handled is the same as the baseline year 1978 and is 47,000 bushels per hour (1,400 tons per hour).

18. The PSEL for normal operation is approximately the same as the baseline PSEL and is shown below. However, the current permit incorporates an increase in throughput, offset by incorporating a control efficiency for mineral oil application.

		TSP Emissions		PM_{10} Emissions	
Emission Point	Reference	(lb/hr)[a]	(tons/yr)	(lb/hr)[a]	(tons/yr)
Baghouse #1	EPA/AIRS	0.04	0.03	0.04	0.03
Baghouse #2	EPA/AIRS	0.04	0.06	0.04	0.06
Baghouse #4	EPA/AIRS	1.17	0.77	1.17	0.77
Baghouse #7	EPA/AIRS	10.63	10.7	10.63	10.7
Baghouse #8	EPA/AIRS	1.17	1.54	1.17	1.54
Loading[b]	EPA/AIRS	9.36	12.29	0.0	0.0
Total		22.42	25.38	13.05	13.10

a) The hourly emission estimations are based on maximum operations of the equipment or process.
b) Although particulate emissions often result from the operation of "topping off" a ship's hold, much of the particulate will soon settle out and thus be accounted for as TSP, not PM_{10}. Emissions from all other operations that are controlled by baghouses are generally considered PM_{10}.

These calculations are included in the attached "Plant Site Emission Limit Detail Sheet – Proposed Year".

TITLE V – CRITERIA POLLUTANTS - POTENTIAL TO EMIT

19. Title V of the 1990 Clean Air Act Amendments requires sources that have the Potential to Emit (PTE) over 100 tons per year of any criteria pollutant to either apply or a Federal Operating Permit (FOP) or obtain a Synthetic Minor (SM) permit. A SM permit must include federally enforceable conditions that limit the PTE of the source to less than 100 tons per year. Synthetic minor conditions generally include such things as requirements for the operation of emission control equipment, a limit on production, or a limit on hours of operation.

20. PTE is estimated by taking the maximum hourly throughput of the grain handling capacity of the facility and assuming it operates 24 hours per day x 365 days per year = 8,760 hours per year. The PTE for this facility is 22.42 lb TSP/hr x 8,760 hrs/yr ÷ 2,000 lb/ton = 98.2 tons TSP/yr. Therefore, this facility is not subject to Title V.

TITLE III - HAZARDOUS AIR POLLUTANTS (HAPS)

21. Title III of the 1990 Clean Air Act amendments identifies a number of Hazardous Air Pollutants (HAPs), and requires sources that have the potential to emit HAPs at or above the following rates to either apply for a Federal Operating Permit (FOP) or obtain an Synthetic Minor (SM) permit:
    a. 10 tons per year of any single HAP; or
    b. 25 tons per year of any combination of HAPs

22. There are no hazardous air pollutants emitted by this facility. Therefore, this facility is not subject to Title III.

ADDITIONAL REQUIREMENTS

23. The source is required to submit reports to the Department annually.

24. The source is not subject to immediate (within one hour) reporting of excess emissions, except when the emissions may endanger public health.

25. This source is not subject to federal regulations for New Source Performance Standards (NSPS).

26. This source is not subject to federal regulations for New Source Review (NSR).

27. This source is not subject to federal regulations for Prevention of Significant Deterioration (PSD).

28. This source is not subject to federal regulations for National Emissions Standards for Hazardous Air Pollutants (NESHAP).

PUBLIC NOTICE

29. There has been no actual emissions increase to the Plant Site Emission Limit since the previous permit. Therefore no public notice is required.

CAC:
26-Jan-99

TSP issions

Plant Site ission Limit
Detail Sheet
Louis Dreyfus #26-2000

Current \ ar 1997

Emission Point	Operation	Operating Parameter (bushels/hr)	(tons/hr)	(bushels/yr)	(tons/yr)	Emission Factor (lb TSP/ton)	Reference	Control Device Efficiency	Estimated Emissions (lb/hr)	(tons/yr)
#1	Railcar Unloading	25,000	750	21,704,716	651,141	0.5	EPA/AIRS			
	Mineral oil application						GCA Study	60.00%		
	Baghouse #1						Manufacturer	99.97%	0.04	0.02
#2	Barge Unloading	25,000	750	41,980,126	1,259,404	0.5	EPA/AIRS			
	Mineral oil application						GCA Study	60.00%		
	Baghouse #2						Manufacturer	99.97%	0.04	0.04
#4	Grain Handling									
	Bintop Belts	50%	1,200	31,842,421	955,273	0.15	EPA/AIRS			
	Baghouse #4						Manufacturer	99.35%	1.17	0.47
#7	Grain Handling									
	Headhouse & Tunnel Belts	100%	1,500	63,684,842	1,910,545	0.97	EPA/AIRS		9.46	6.02
	Bintop Belts	50%	1,200	31,842,421	955,273	0.15	EPA/AIRS		1.17	0.47
	Baghouse #7						Manufacturer	99.35%	10.63	6.49
#8	Shipping Gallery	40,000	1,200	63,684,842	1,910,545	0.15	EPA/AIRS			
	Baghouse #8						Manufacturer	99.35%	1.17	0.93
Ship	Ship Loading	40,000	1,200	63,684,842	1,910,545	0.13	EPA/AIRS			
	Telescoping spout							85.00%		
	Mineral oil application						GCA Study	60.00%	9.36	7.45
								Total:	22.42	15.39

2/18/1999

CARG003207

TSP Emissions

Plant Site Emission Limit
Detail Sheet
Louis Dreyfus Corp #26-2000

Proposed Year

Emission Point	Operation	Operating Parameter %age of total	(tons/hr)	(bushels/yr)	(tons/yr)	Emission Factor (lb TSP/ton)	Reference	Control Device Efficiency	Estimated Emissions (lb/hr)	(tons/yr)
#1	Railcar Unloading	35%	750	36,750,000	1,102,500	0.5	EPA/AIRS			
	Mineral oil application						GCA Study	60.00%		
	Baghouse #1						Manufacturer	99.97%	0.04	0.03
#2	Barge Unloading	65%	750	68,250,000	2,047,500	0.5	EPA/AIRS			
	Mineral oil application						GCA Study	60.00%		
	Baghouse #2						Manufacturer	99.97%	0.04	0.06
#4	Grain Handling									
	Bintop Belts	50%	1,200	52,500,000	1,575,000	0.15	EPA/AIRS			
	Baghouse #4						Manufacturer	99.35%	1.17	0.77
#7	Grain Handling									
	Headhouse & Tunnel Belts	100%	1,500	105,000,000	3,150,000	0.97	EPA/AIRS		9.46	9.93
	Bintop Belts	50%	1,200	52,500,000	1,575,000	0.15	EPA/AIRS		1.17	0.77
	Baghouse #7						Manufacturer	99.35%	10.63	10.70
#8	Shipping Gallery	100%	1,200	105,000,000	3,150,000	0.15	EPA/AIRS			
	Baghouse #8						Manufacturer	99.35%	1.17	1.54
Ship	Ship Loading	100%	1,200	105,000,000	3,150,000	0.13	EPA/AIRS			
	Telescoping spout							85.00%		
	Mineral oil application						GCA Study	60.00%	9.36	12.29
								Total:	**22.42**	**25.38**

2/18/1999

CARG003208

TSP Emiss...s

Plant Site Emis...n Limit
Detail Sheet
Louis Dreyfus Corp #26-2000

Current Year 1998

Emission Point	Operation	Operating Parameter (bushels/hr)	(tons/hr)	(bushels/yr)	(tons/yr)	Emission Factor (lb TSP/ton)	Reference	Control Device Efficiency	Estimated Emissions (lb/hr)	(tons/yr)
#1	Railcar Unloading	25,000	750	11,895,619	356,869	0.5	EPA/AIRS			
	Mineral oil application						GCA Study	60.00%		
	Baghouse #1						Manufacturer	99.97%	0.04	0.01
#2	Barge Unloading	25,000	750	39,962,515	1,198,875	0.5	EPA/AIRS			
	Mineral oil application						GCA Study	60.00%		
	Baghouse #2						Manufacturer	99.97%	0.04	0.04
#4	Grain Handling									
	Bintop Belts	50%	1,200	25,929,067	777,872	0.15	EPA/AIRS			
	Baghouse #4						Manufacturer	99.35%	1.17	0.38
#7	Grain Handling									
	Headhouse & Tunnel Belts	100%	1,500	51,858,134	1,555,744	0.97	EPA/AIRS		9.46	4.90
	Bintop Belts	50%	1,200	25,929,067	777,872	0.15	EPA/AIRS		1.17	0.38
	Baghouse #7						Manufacturer	99.35%	10.63	5.28
#8	Shipping Gallery	40,000	1,200	51,858,134	1,555,744	0.15	EPA/AIRS			
	Baghouse #8						Manufacturer	99.35%	1.17	0.76
Ship	Ship Loading	40,000	1,200	51,858,134	1,555,744	0.13	EPA/AIRS			
	Telescoping spout							85.00%		
	Mineral oil application						GCA Study	60.00%	9.36	6.07
								Total:	22.42	12.54

2/18/1999

CARG003209

TSP Emissions

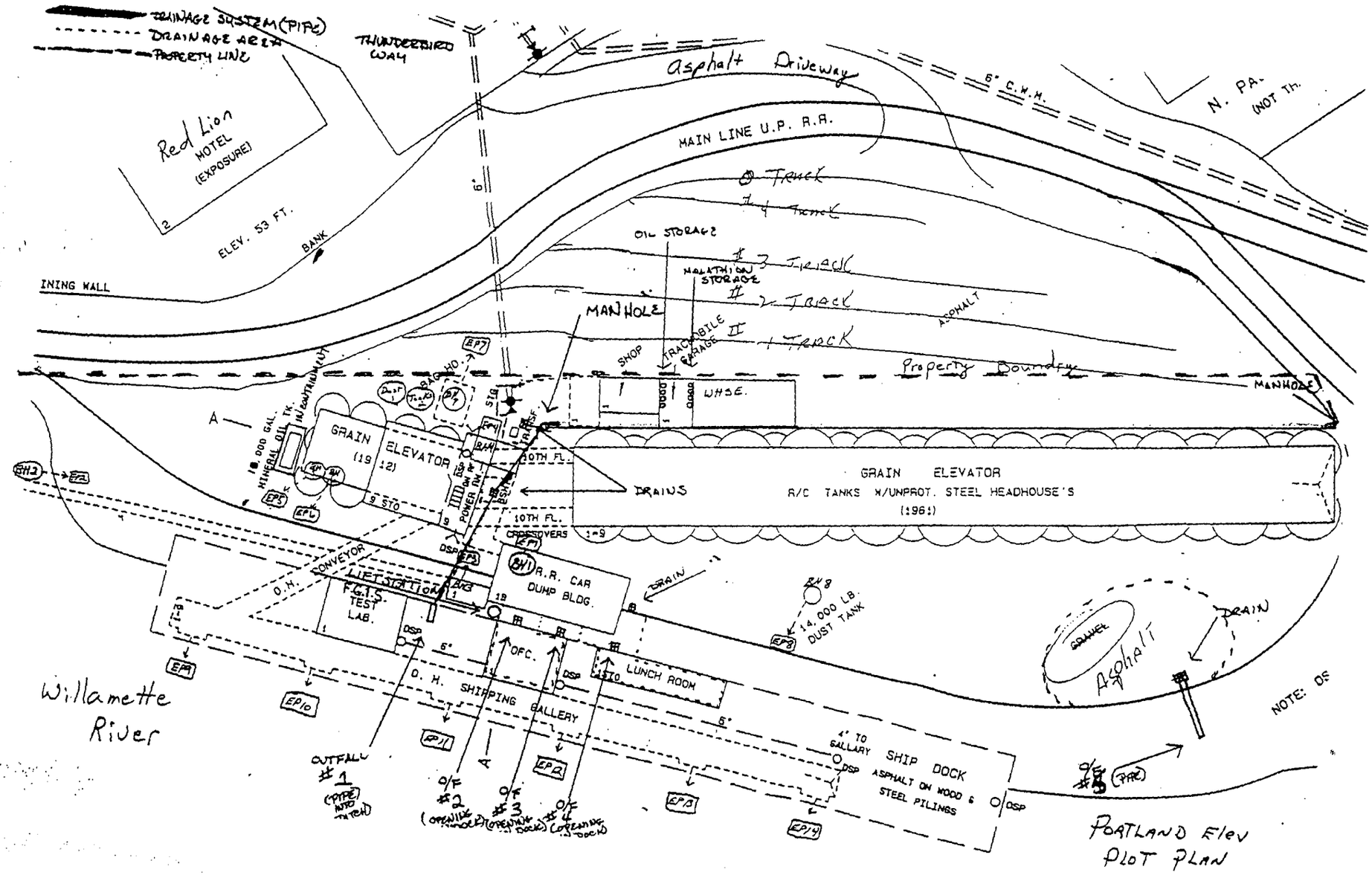
Plant Site Emission Limit
Detail Sheet
Louis Dreyfus Corp #26-2000

Baseline Year 1978

Operation	Operating Parameter %age of total	(tons/hr)	(bushels/yr)	(tons/yr)	Emission Factor (lb TSP/ton)	Reference	Control Device Efficiency	Estimated Emissions (lb/hr)	(tons/yr)
Receiving - barge & rail	100%	1,400	50,000,000	1,500,000	0.5	EPA/AIRS			
Baghouse						Manufacturer	99.35%	4.55	2.44
Headhouse - receiving	100%	1,400	50,000,000	1,500,000	0.23	EPA/AIRS			
Baghouse						Manufacturer	99.35%	2.09	1.12
Headhouse - shipping	100%	1,200	50,000,000	1,500,000	0.23	EPA/AIRS			
Baghouse						Manufacturer	99.35%	1.79	1.12
Gallery Belt	100%	1,500	50,000,000	1,500,000	0.15	EPA/AIRS			
Baghouse						Manufacturer	99.35%	1.46	0.73
Tunnel Belt	100%	1,200	50,000,000	1,500,000	0.97	EPA/AIRS			
Baghouse						Manufacturer	99.35%	7.57	4.73
Shipping Gallery	100%	1,200	50,000,000	1,500,000	0.15	EPA/AIRS			
Baghouse						Manufacturer	99.35%	1.17	0.73
Ship Loading	100%	1,200	50,000,000	1,500,000	0.13	EPA/AIRS			
Telescoping spout							85.00%	23.40	14.63
							Total:	**42.04**	**25.50**

2/18/1999

CARG003210


DRAINAGE SYSTEM (PIPE)
DRAINAGE AREA
PROPERTY LINE
THUNDERBIRD WAY
Asphalt Driveway
6" C.M.H.
N. PA.
(NOT TH.
Red Lion MOTEL (EXPOSURE)
ELEV. 53 FT.
BANK
MAIN LINE U.P. R.A.
Track
Track
OIL STORAGE
#3 Track
MALATHION STORAGE
#2 Track
#1 Track
ASPHALT
MANHOLE
SHOP
TRACKABILE GARAGE II
Property Boundary
MANHOLE
WHSE.
GRAIN ELEVATOR (1912)
10TH FL.
DRAINS
GRAIN ELEVATOR
R/C TANKS W/UNPROT. STEEL HEADHOUSE'S
(1961)
CONVEYOR
LIFT STATION
F.G.I.S. TEST LAB.
R.R. CAR DUMP BLDG.
14,000 LB. DUST TANK
O.H. SHIPPING GALLERY
OFC.
LUNCH ROOM
SHIP DOCK
ASPHALT ON WOOD & STEEL PILINGS
GRAVEL
Asphalt
DRAIN
NOTE: DR
Willamette River
OUTFALL #1 (PIPE)
O/F #2
O/F #3
O/F #4
PORTLAND Elev
PLOT PLAN

CARG003211

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TRANSFER APPLICATION FOR AIR CONTAMINANT DISCHARGE PERMIT — **AQ103 ANSWER SHEET**

FOR DEQ USE ONLY		
Permit No.	Date Received	
Application No.	Check No.	Amount

1. Company	2. Facility Location
New Name: CLD Pacific Grain, LLC	Name: Cargill, Incorporated
Mailing Address: 222 SW Columbia, Suite 1133	Street Address: Terminal 4, 11000 N. Lombard
City, State, Zip Code: Portland, OR 97201	City, County, Zip Code: Portland, Multnomah Cty, OR 97203
3. Site Contact Person	**4. Reason for Transfer**
Name: Lance Bachman	Joint Venture
Title: Superintendent	**5. Effective Date of Change**
Phone Number: 503-232-0127	

6. Signatures:

I hereby apply for permission to discharge air contaminants in the State of Oregon, as stated or described in this application, and certify that the information contained in this application and the schedules and exhibits appended hereto, are true and correct to the best of my knowledge and belief.

FUTURE PERMIT HOLDER

Arnie Schaufler	General Manager, 503-243-1133
Name of official (Printed or Typed)	Title of official and phone number
Signature of official	Date

CURRENT PERMIT HOLDER:

Don Vogt	V.P. Ag. Producer Services
Name of official (Printed or Typed)	Title of official and phone number (952) 742-7150
Signature of official	Date

SUBMIT TWO COPIES OF THE COMPLETED APPLICATION TO THE DEPARTMENT BUSINESS OFFICE ALONG WITH THE FEES. MAKE CHECKS PAYABLE TO DEQ.

Oregon Department of Environmental Quality
Business Office
811 SW Sixth Avenue
Portland, OR 97204

FEES: **$300.00**

Irving & T-4 0042.PDF

Oregon
John A. Kitzhaber, M.D., Governor

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

November 17, 2000

GENE LOFFLER, FACITLITY MANAGER
CARGIL GRAIN DIVISION
IRVING ELEVATOR
800 N. RIVER ST.
PORTLAND, OR 97227

Re: Temporary Closure Status
Permit # 26-2009

The Department has processed your request for temporary closure status for the facility located at Terminal 4, 11000 N. Lombard in Portland, Oregon. It is understood that the above named facility is not operating at this time. Oregon Administrative Rule (OAR) 340-216-0090(13) allows payment of a lesser Annual Compliance Determination Fee during periods of temporary closure at a facility.

A request for use of the modified annual compliance determination fee should be submitted to the Department in writing along with the modified annual compliance determination fees on or before the due date of the annual compliance determination fee. The modified annual compliance determination fee is $539. **A request will need to be made in writing for each year the temporary closure status is in effect.**

The enclosed permit addendum revises your permit referenced above prohibiting the release of any air contaminants from the permitted process for the period of temporary closure status. The Department must be notified 30 days in advance of start-up at the plant. Should the facility remain in temporary closure status at the time a renewal application is due, all fees listed on OAR 340-216-0090, Table 1 will be due so that the permit may be renewed.

Questions or comments concerning your permit should be directed to Cory-Ann Chang at (503) 229-5567.

Sincerely,

Ed Druback
Air Quality Manager
Northwest Region

EJD: dlb

Enclosure

Cc: Michelle Butler/AQ
Rindy Ramos, EPA – Region X
Cory-Ann Chang/NWR

AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5263

Issued in accordance with the provisions of ORS 468.310 and OAR 340-28-1720(5)

ISSUED TO:

Cargill, Incorporated
11000 N. Lombard St., Suite A
Portland, OR 97203-6494

REFERENCE INFORMATION:

Company Request

Received: November 13, 2000

PLANT SITE:

Cargill Grain Division
Terminal 4
11000 N. Lombard
Portland, OR 97203

ISSUED BY DEPARTMENT OF ENVIRONMENTAL QUALITY

Ed Druback, Northwest Region Air Quality Manager

NOV 1 7 2000
Date

ADDENDUM NO. B

In accordance with OAR 340-14-040, the permittee is prohibited from releasing air contaminants from permitted activities. All monitoring and reporting is required in accordance with the permit.

Written notification of the intent to restart the facility shall be submitted to the Department at least thirty (30) days in advance. The remainder of the annual compliance determination fee shall be submitted in accordance with OAR 340-28-1750(14).

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AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, Oregon 97201-4987
Telephone: (503) 229-5263

Issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Cargill, Incorporated
11000 N. Lombard St., Suite A
Portland, OR 97203-6494

PLANT SITE LOCATION:

Cargill Grain Division
Terminal 4
11000 N. Lombard
Portland, OR 97203

INFORMATION RELIED UPON:

Application No.: 015552
Date received: 2/22/96

Further information received through 6/15/99

LAND USE COMPATIBILITY STATEMENT:

From: City of Portland
Dated: 3/18/96

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY:

Ed Druback
Ed Druback, Northwest Region Air Quality Manager

AUG 0 5 1999
Dated

Source(s) Permitted to Discharge Air Contaminants:

TYPE OF FACILITY (from Table 4, OAR 340-28-1750)	STANDARD INDUSTRY CODE
57. Terminal elevator for buying/marketing grain in Special Control Area, 20,000 tons/year or more	5153

PERMITTED ACTIVITIES

The permittee is herewith allowed to discharge exhaust gases from those processes and activities directly related to or associated with the air contaminant source(s) listed above in accordance with the requirements, limitations, and conditions of this permit, until such time as this permit expires or is modified or revoked.

Compliance with the specific requirements, limitations and conditions contained herein does not relieve the permittee from complying with all other laws, rules and standards administered by the Department, nor does it allow significant levels of emissions of air contaminants not limited in this permit or contained in the permit application.

PERFORMANCE STANDARDS AND EMISSION LIMITS

1. The permittee shall at all times maintain and operate all air contaminant generating processes and all air contaminant control equipment at full efficiency and effectiveness, such that the emissions of air contaminants are kept at the lowest practicable levels.

2. Particulate emissions from any single air contaminant shall not exceed an opacity equal to or greater than 20% for a period aggregating more than 30 seconds in any one hour.

3. Particulate matter which is larger than 250 microns and which may be deposited upon the real property of another person shall not be emitted.

4. The permittee shall not allow the emission of odorous matter or other fugitive emissions so as to create nuisance conditions off the permittee's property. Nuisance conditions will be verified by Department personnel. The creation of nuisance conditions may, in addition to any other action the Department may take, result in a permit modification to require a compliance schedule to control the nuisance conditions.

5. The permittee shall minimize fugitive dust emissions by:
   a. Treating vehicular traffic areas of the plant site under the control of the permittee.
   b. Storing collected material from air pollution control equipment in a covered container or other method equally effective in preventing the material from becoming airborne during storage and transfer.

PLANT SITE EMISSION LIMITS

6. Emissions of Particulate Matter on a plant site basis shall not exceed 14 tons per year or 6 pounds per hour.

7. The PSEL is based on 1,322,760 tons per year and 1323 tons per hour throughput.

8. Unassigned PSEL is 13 tons particulate matter. Unassigned PSEL may not be used without prior application to the Department to modify the permit.

AIR POLLUTION EPISODES

9. The permittee may elect to file a Source Emission Reduction Plan (SERP) with the Department in accordance with OAR 340-27-015, specifying the procedures the permittee will follow in the event an Air Pollution Alert, Warning, or Emergency Episode is declared in the Portland area by the Department. The Source Emission Reduction Plan shall be available on the source premises for inspection by any authorized personnel.

10. In the event an Air Pollution Alert, Warning, or Emergency Episode is declared in the Portland area by the Department, the permittee shall take actions appropriate to the declared Air Pollution Episode as listed in the Source Emission Reduction Plan on file with the Department, or with Oregon Administrative Rules 340, Division 27 "Air Pollution Emergencies" if no Source Emission Reduction Plan has been filed with the Department.

    Air Pollution Episodes will be declared by the Department and information will be made available through the radio and television media.

SPECIAL CONDITIONS

11. The permittee shall notify the Department in writing 7 days prior to processing commodities other than those listed in the permit application (~~wheat~~ Grain and beet pulp pellets). *

12. The permittee shall maintain a log of complaints. Documentation shall include date of contact, time of observed nuisance condition, description of nuisance condition, location of receptor, and status of plant operation during the observed period. This requirement includes any complaints the Department may forward to the facility.

* Per Okay from Kathy Amidon pencil change okayed to grain 8/18/99 @ 10:25 Am. She will also make pencil change on DEQ copy DH

MONITORING REQUIREMENTS

13. The permittee shall effectively inspect and monitor the operation and maintenance of the plant and associated air contaminant control facilities and shall implement the procedures necessary to monitor and record the following parameters. A record of all such data shall be maintained for a period of two years at the plant site for inspection by the authorized representatives of the Department.

    a. All operating and production parameters to be reported to the Department annually as required in Condition 14.
    b. Excess emissions records as defined in OAR 340-28-1400 through 340-28-1440 (recorded on occurrence)
    c. A description of any maintenance to the air contaminant control system (recorded on occurrence)

REPORTING REQUIREMENTS

14. The permittee shall submit to the Department by April 1 of each year this permit is in effect two copies of the following information for the preceding calendar year:

    a. Operating parameters:
        i. Plant production on an annual basis
        ii. Highest hourly plant production
        iii. Total plant operating time (hours/year)
        iv. Average plant operating schedule (hours/day, days/week, weeks/year)
        v. Types of commodities processed, and percentage of total throughput

    b. A log of all planned and unplanned excess emissions in accordance with OAR 340-28-1440.
    c. Explain any permanent changes made in the plant process or production which would effect air contaminant emissions, and indicate when changes were made.
    d. List all major maintenance performed on air pollution equipment
    e. The report shall be sent to the Region unless otherwise noted. The permit number must be prominently displayed on the report.

FEE SCHEDULE

15. The Annual Compliance Determination Fee for this permit is due on December 1 of each year this permit is in effect. An invoice indicating the amount, as determined by Department regulations, will be mailed prior to the above date. The fee shall be submitted to the Business Office of the Department in Portland (unless otherwise notified).

16. Application for renewal of this permit must be submitted not later than 4/1/03. A Filing Fee, an Application Processing Fee and an Annual Compliance Determination Fee must be submitted with the application for the permit renewal.

GENERAL CONDITIONS AND DISCLAIMERS

G1. The permittee shall allow Department of Environmental Quality representatives access to the plant site and pertinent records at all reasonable times for the purposes of making inspections, surveys, collecting samples, obtaining data, reviewing and copying air contaminant emission discharge records and otherwise conducting all necessary functions related to this permit in accordance with ORS 468.095.

G2. The permittee shall have available at the facility at all times a copy of the Air Contaminant Discharge Permit.

G3. The permittee is prohibited from conducting open burning.

G4. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR 340-21-050 through 340-21-060.

G5. The permittee shall immediately (i.e. as soon as possible but in no case more than one hour after the beginning of the excess emission period) notify the Department by telephone or in person of any excess emissions which are of a nature that could endanger public health, in accordance with OAR 340-28-1430. Follow-up reporting shall be made in accordance with Department direction and OAR 340-28-1430(3) and 340-28-1440.

Notification shall be made to the appropriate regional or branch office. Current Departmental telephone numbers are:

Portland	(503) 229-5263	Medford	(541) 776-6010
Salem	(503) 378-8240	Coos Bay	(541) 269-2721
Bend	(541) 388-6146	Roseburg	(541) 440-3338
Pendleton	(541) 276-4063		

In the event of any excess emissions which are of a nature that could endanger public health and occur during nonbusiness hours, weekends, or holidays, the permittee shall immediately notify the Department by calling the Oregon Emergency Response System (OERS). The current number is 1-800-452-0311.

G6. The permittee shall notify the Department in writing using a Departmental "Notice of Construction" form, or "Permit Application Form", and obtain approval in accordance with OAR 340-28-800 through 340-28-820 before:

a. Constructing or installing any new source of air contaminant emissions, including air pollution control equipment, or
b. Modifying or altering an existing source that may significantly affect the emission of air contaminants, or
c. Making any physical change which increases emissions, or
d. Changing the method of operation, the process, or the fuel use, or increasing the normal hours of operation to levels above those contained in the permit application and reflected in this permit and which result in increased emissions.

G7. Application for a modification of this permit must be submitted not less than 60 days prior to the source modification. A Filing Fee and an Application Processing Fee must be submitted with an application for the permit modification.

G8. The permittee shall notify the Department in writing using a Departmental "Permit Application Form" within 60 days after the following:

a. legal change of the registered name of the company with the Corporations Division of the State of Oregon, or
b. sale or exchange of the activity or facility.

Applicable Permit Fees must be submitted with an application for the name change.

G9. The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

G10. This permit is subject to revocation for cause as provided in OAR 340-14-045.

ALL INQUIRIES SHOULD BE DIRECTED TO:

Department of Environmental Quality
Northwest Region, Air Quality Program
2020 NW Fourth Avenue, Suite 400
Portland, OR 97201-4987
(503) 229-5554

Department of Environmental Quality
Northwest Region

AIR CONTAMINANT DISCHARGE PERMIT APPLICATION REVIEW REPORT

Cargill, Incorporated
Grain Division
11000 N. Lombard
Portland, OR 97203

PSEL CRED	SOURCE TEST	AMB MON	COMPL SCHED	SPEC COND	RPT FREQ	EXCESS RPT	NSPS	NSR	PSD	NESHAP	SIZE	PUBL NOTC
				Y	A						A-2	N

GENERAL BACKGROUND INFORMATION

1. Cargill, Incorporated operates a terminal grain elevator at Terminal 4, Port of Portland. Operations include loading bulk vessels with grain and sugar beet pulp pellets, unloading rail cars and barges, processing sugar beet pulp pellet fines, loading rail cars with dust and grain. Emissions are controlled by 10 baghouses and one cyclone that collect the dust into four bins. The captured waste is sold to animal feed operations. The facility includes a 600-gallon diesel fuel storage tank. The fuel is used in a locomotive engine for moving rail cars at the facility. The facility was established in 1917.

2. The facility is located in a maintenance area for ozone, of which nitrogen oxides and volatile organic compounds are precursors. The area is also designated a maintenance area for carbon monoxide. The facility does not emit these pollutants. The area is in attainment for all other pollutants.

3. A Land Use Compatibility Statement signed by the City of Portland on 3/18/96 granted unconditional approval for current use. Future construction on the site may require a greenway review.

4. No other permits have been issued to this source by the Department of Environmental Quality.

5. The facility was inspected on 8/23/88 and 8/30/89 and found to be in compliance with permit conditions. During the inspection on 9/19/97, the facility was found to be in violation of opacity limits. A new loading nozzle was installed and a period of time allotted for testing and adjustment of this new type of loading equipment. The facility was found to be in compliance with permit conditions during the 8/11/98 and 11/2/98 inspections.

6. During the prior permit period, no complaints were received against this source.

7. One enforcement action was taken against this source since the last permit renewal. A Notice of Noncompliance was issued to the facility on 10/1/97 for exceeding allowable opacity limits at the ship load-out point. A new loading nozzle was installed in June 1998. The facility was found to be in compliance with opacity limitations during the next inspection.

8. Existing air contaminant sources at the facility consist of the following:

   a. Fugitives are produced from vehicular traffic on the plant site (unpaved)

9. Dust control systems are described in the table below.

System No.	Process Controlled	Est. Efficiency
1	Rail car dump pit, hopper, and receiving belts	99%
2	Tank tops, over & under hoods. Tank belts, over & under hoods	99%
3	Shipping belt & C10 overshots of tanks C-31, 32, 33 and head of C-11	99%
4	Terminal point for all other dust collection systems	99%
5	Scales, shipping bins	99%
6	Reserved – no System #6 currently exists	99%
7	Barge, bin tops in both annexes	99%
8	Shipping legs boot and basement belts	99%
9	Overshot C-11, gantry belts, shuttle belts	99%
10	South gantry belt and dead box	99%
11	North gantry belt and dead box	99%
Cyclone	Pellet mills and cooling bin	95%

10. The permit is a renewal for an existing Air Contaminant Discharge Permit that was issued on 7/3/88 and was originally scheduled to expire on 6/1/96. Since the last permit renewal, the permit was modified to include excess emissions reporting requirements. Since the last permit renewal, a new barge loading spout with a PECO nozzle of new, more efficient design, and a new rotary feeder and screw conveyor have been installed below dust collection System 9, above the ship loading area.

11. Cargill intends to investigate the processing of soybean meal through its facility during the coming permit term. It is unknown at this time what level of emissions may ensue from processing soybean meal. The company will notify the Department when a shipment and a receiving vessel are in place for the test run.

PLANT SITE EMISSION LIMIT (PSEL) INFORMATION

BASELINE EMISSIONS RATE - 1978

12. The operating schedule for the facility in the baseline year 1978 was:
    a. ship loading: 8 hrs/day x 6 days/wk x 52 wk/yr = 2496 hr/yr
    b. barge/truck/rail unloading: 8 hr/day x 5 days/wk x 52 wk/yr = 2080 hr/yr

13. Reported annual plant production for the baseline year was 2,505,000 tons.

14. Maximum hourly plant production for the baseline year was 1204 tons. The file contains no information on hourly production in 1978. This figure was derived from dividing the total plant production by 2080 hours.

15. The previous permit did not address baseline emission rates. The baseline rate for Particulate Matter is 26.8 tons per year, and is shown on the attached sheet. All emission factors are from AP-42, Fifth Edition (5/98). No emission factors are available for PM_{10} emissions.

HISTORY OF CHANGES TO THE PLANT SITE EMISSION LIMIT

16. There have been no Department approved PSEL increases or decreases between the baseline year and this permit.

PROPOSED PLANT SITE EMISSION LIMIT

17. The normal operating schedule for the plant equipment is different from the baseline year:
    a. ship loading: 8 hrs/day x 6 days/wk x 52 wk/yr = 2496 hr/yr
    b. barge/truck/rail unloading: 8 hr/day x 5 days/wk x 52 wk/yr = 2080 hr/yr

    Total plant operation time is 3712 hours per year. Two shifts are employed for eight months, and one shift is employed for four months of the year.

18. The normal annual and maximum hourly plant production is different from the baseline year and is 1,322,760 tons per year and 1323 tons per hour.

19. The Plant Site Emission Limit for normal operation is less than the baseline emission rate and is 14 tons per year Particulate Matter. Unassigned PSEL is 13 tons PM/year. Details are shown on the attached Plant Site Emissions Detail Sheet. The decrease represents lower production rates.

SIGNIFICANT EMISSION RATE

20. The Plant Site Emission Limit increase over baseline is less than the Significant Emission Rate (SER) as defined in OAR 340-28-110(120) for Particulate Matter and is shown below. No further air quality analysis is required. Highest and Best Practicable Treatment and Control includes the dust collection systems and the specially built loading nozzle.

Pollutant	Baseline (tons/yr)	Current PSEL (tons/yr)	Decrease (tons/yr)	SER (tons/yr)
PM	26.8	13.9	12.9	25

ADDITIONAL REQUIREMENTS

21. Special conditions contained in the permit include a requirement to notify the Department prior to processing soybean meal through the plant.

22. The source is required to submit reports to the Department annually.

23. The source is not subject to immediate (within one hour) reporting of excess emissions, except when the emissions may endanger public health.

24. This source is not subject to federal regulations for New Source Performance Standards (NSPS) under 40 CFR 60, Subpart DD because it was constructed before 8/3/78.

25. This source is not subject to federal regulations for New Source Review.

26. This source is not subject to federal regulations for Prevention of Significant Deterioration (PSD).

27. This source is not subject to federal regulations for National Emissions Standards for Hazardous Air Pollutants (NESHAP).

PUBLIC NOTICE

28. There has been no actual emissions increase to the Plant Site Emission Limit since the previous permit. Therefore, no public notice is required.

KA:ED
August 5, 1999

Cargill, Inc. Plant Site Emission Limit 7/1/99
26-2009 Particulate Matter

Process	Control System	Efficiency	Production	Units	**EF	Units	Emissions Ton/yr	Lb/hr
			3712	hr/yr				
Rail receiving	1	99%	800	ton/hr	0.032	lb/ton	0.48	0.26
Barge receiving	7	99%	500	ton/hr	0.032	lb/ton	0.30	0.16
Dust collection	4	99%	6,500	ton/hr	0.032	lb/ton	3.86	2.08
Bin removal	2,8	99%	1,000	ton/hr	0.061	lb/ton	1.13	0.61
Elevator legs	8	99%	1,200	ton/hr	0.061	lb/ton	1.36	0.73
Tripper	5,3	99%	1,500	ton/hr	0.061	lb/ton	1.70	0.92
Shipping*	9,10,11	97%	1,500	ton/hr	0.061	lb/ton	5.09	0.92
Pellet cooler	Cyclone	95%	50	ton/hr	0.833	lb/ton	0.00	0.42
						Total	13.92	6.08
Unassigned PSEL							12.87	
					Total PSEL		26.79	

*Includes drop point at loading nozzle.
**All emission factors from AP-42 (5/98)

Cargill, Inc.
26-2009

Baseline Emission Rate
Particulate Matter - 1978

7/1/99

Process	Control System	Efficiency	Production	Units	**EF	Units	Emissions	Units
			2288	hr/yr				
Rail receiving	1	99%	600	ton/hr	0.032	lb/ton	0.22	ton/yr
Barge receiving	7	99%	900	ton/hr	0.032	lb/ton	0.33	ton/yr
Dust collection	4	99%	19,000	ton/hr	0.032	lb/ton	6.96	ton/yr
Bin removal	2,8	99%	1,650	ton/hr	0.061	lb/ton	1.15	ton/yr
Elevator legs	8	99%	2,700	ton/hr	0.061	lb/ton	1.88	ton/yr
Tripper	5,3	99%	6,400	ton/hr	0.061	lb/ton	4.47	ton/yr
Shipping*	9,10,11	97%	5,400	ton/hr	0.061	lb/ton	11.31	ton/yr
Pellet cooler	Cyclone	95%	50	ton/hr	0.833	lb/ton	0.48	ton/yr
						Total	26.79	ton/yr

*Includes drop point at loading nozzle.
**All emission factors from AP-42 (5/98)

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SERVICES AGREEMENT

This Services Agreement ("Agreement") dated as of December 3, 2001, between **CARGILL, INCORPORATED** ("Provider"), a Delaware corporation having an office at 15407 McGinty Road West, Wayzata, Minnesota 55391 and **CLD PACIFIC GRAIN, LLC** ("CLD"), a Delaware limited liability company having an office at 222 S.W. Columbia, Suite 1133, Portland, Oregon 97201. Each of Provider and CLD may be referred to as a "Party" and together as the "Parties".

RECITALS

A. Pursuant to a Limited Liability Company Agreement dated as of December 3, 2001 (the "LLC Agreement"), Louis Dreyfus Corporation ("LDC") and Cargill, Incorporated ("Cargill") have formed CLD, in which they each have a 50 percent ownership interest and, pursuant to Facility Lease Agreements (as defined in the LLC Agreement) dated as of December 3, 2001, Cargill and LDC have leased (or subleased) to CLD certain of their elevator facilities in Oregon, Washington and Idaho (the "PNW Facilities"), which CLD will operate for the purpose of originating, merchandising, storing, drying, handling, cleaning, elevating and transporting grain, primarily wheat and barley, in accordance with as more specifically set forth in the LLC Agreement (the "Business").

B. CLD wishes Provider, and Provider is willing, to provide to CLD certain administrative, support and other services (as further described below, the "Services") in connection with the operation of CLD and the Business.

AGREEMENTS

CLD and Provider agree as follows:

1. Services.

(a) Subject to the terms of this Agreement, Provider shall provide the Services set forth on each Schedule of Services, the form of which is attached as Exhibit A. Each Schedule of Services shall describe the Services to be provided by Provider and shall make reference to this Agreement. A Schedule of Services shall be binding upon the Parties only upon having been executed by both Parties. Each Schedule of Services executed by the Parties shall be governed by this Agreement. Any conflict between the terms of this Agreement and the terms set forth in a Schedule of Services shall be resolved in favor of the terms set forth in the Schedule of Services.

(b) With CLD's consent, which may not be unreasonably withheld, Provider may enter into arrangements with any of Provider's affiliates for the performance of the Services to be provided by Provider under this Agreement. The Services shall be provided to CLD at such locations as may be mutually determined by the Parties. Provider shall be responsible for obtaining (at its own cost) any licenses, permits or other approvals which may be necessary for Provider or any of its employees or affiliates to provide the Services.

2. Provider's Standard of Conduct. In providing the Services, Provider shall use commercially reasonable efforts, shall act in good faith, shall act in accordance with normal business practices and shall act in accordance with CLD's established policies.

3. Compensation for Services. Provider shall be compensated for the Services provided to CLD under this Agreement as set forth in each Schedule of Services. Provider shall be free to increase or decrease the number of its employees and otherwise to incur expenses as it deems necessary in providing the Services and in accordance with the standard set forth in Section 2 of this Agreement; provided, however, that any such action by Provider shall not increase the fees for Services unless mutually agreed by the Parties.

4 Payment for Services. Except as may otherwise be provided in each Schedule of Services, as soon as practicable at the end of each month Provider shall submit invoices for Services rendered to CLD during that month including, when required, all sales, use, excise or similar taxes which may be applicable to the Services. All invoices shall describe in reasonable detail the Services provided during the month and shall be due and payable twenty (20) days after the date of issue. CLD shall pay all undisputed amounts on each invoice, but shall be entitled to withhold payment of any amount in dispute and shall promptly notify Provider of the dispute. CLD shall promptly provide Provider with records relating to the disputed amount so as to enable the Parties to resolve the dispute and, to the extent Provider is entitled to any amounts withheld by CLD as determined by the resolution of any such dispute, the withheld amount shall be due and payable on the last day of the month in which the dispute is resolved together with interest calculated from the original due date. CLD shall pay interest on all overdue amounts at a floating rate that is equal to the lower of (i) two percent above the base rate on corporate loans at U.S. money center commercial banks as reported in *The Wall Street Journal* and (ii) the highest lawful rate.

5. Relationship Among the Parties. Provider in rendering Services under this Agreement is acting as an independent contractor. As such, Provider or, if applicable, its affiliates, shall, at all times, remain the sole employer of the employees providing Services and shall be responsible for the overall control and management of those employees, including evaluation, discipline and termination of those employees. Nothing contained in this Agreement shall be construed as granting Provider or any of its employees any rights to future employment with, or compensation or benefits from, CLD, or rights under any employee benefit plan of CLD. Provider shall be responsible for the compensation, benefits, insurance (including workers' compensation), taxes,

FICA and expenses (business or otherwise) paid to, or on behalf, of the employees providing Services. Nothing in this Agreement and no actions of the Parties under this Agreement shall be construed such that (a) Provider or the employees or affiliates providing Services shall be or be deemed to be an employee, servant or agent of CLD or (b) any partnership, joint venture or agency relationship shall be created or be deemed to be created and neither CLD nor any of the employees or affiliates providing Services shall represent that it has or is in any such relationship with CLD. Other than as specifically provided in this Agreement, nothing in this Agreement shall confer on Provider or any of its employees, affiliates, agents or representatives any authority to obligate or make any contractual commitments whatsoever on behalf of CLD.

6. Non-Exclusivity. CLD acknowledges that Provider has other commercial activities and that Provider will allocate its resources between the provision of Services under this Agreement and those other commercial activities according to its best commercial judgment, which in no event shall be less than commercially reasonable judgment. Nothing in this Agreement shall be construed as requiring Provider to devote its resources exclusively to performing Services under this Agreement.

7. Compliance With Laws. CLD shall use the Services only in accordance with all applicable federal, state and local laws and regulations and the reasonable requirements of Provider. Provider reserves the right to take all actions, including termination of any particular Services, that Provider reasonably believes to be necessary to assure compliance with applicable laws, regulations and tariffs. In performing the Services, Provider shall comply with all applicable federal, state and local laws, rules and regulations, as well as the reasonable requirements of CLD.

8. Indemnities.

(a) Each of the Parties will hold harmless the other Party and the other Party's affiliates and its directors, officers, partners, employees, servants, agents, and consultants and successors and permitted assigns of any of the foregoing from and against any and all losses, costs, liabilities, claims, demands, actions, suits and proceedings and expenses (including without limitation reasonable attorneys' fees and expenses and any and all expenses incurred in investigating, preparing or defending against any action, claim or proceeding, commenced, threatened or pending) ("Damages") which result from (i) any act or omission by the indemnifying Party (or with respect to Provider, any act or omission of Provider's affiliates) or any director, officer, employee, agent, consultant or representative of the indemnifying Party (or with respect to Provider, of its affiliates) that is outside the scope of or in breach of the terms of this Agreement, and/or (ii) the failure of that indemnifying Party (or with respect to Provider, the failure by Provider's affiliates) or any director, officer, employee, agent, consultant or representative of the indemnifying Party (or with respect to Provider, of its affiliates) to perform its obligations under this Agreement, except to the extent that the Damages result from the other Party's negligence, bad faith or willful misconduct. The amount of any claim made by one Party against the other under this Section 8 shall be reduced by the amount of proceeds of any insurance for the benefit of the Party seeking indemnification that is paid on account of the claim for which indemnification is

required. The rights and obligations of the Parties under this Section 8(a) will survive the termination of this Agreement.

(b) Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against all liabilities, costs, expenses and damages (collectively, "Loss") incurred by the Indemnified Party arising from the death or personal injury of the Indemnified Party's employees, agents or representatives or damage to the Indemnified Party's property, to the extent that any such Loss is caused by Indemnifying Party's negligent act or omission or willful misconduct.

(c) Any indemnification that is required to be paid by one of the Parties pursuant to Sections 8(a) or 8(b) shall be paid within thirty (30) days after demand for the payment, accompanied by evidence of the computation of the amount demanded, has been given by the other Party, except to the extent of any dispute between the Parties with respect to such indemnification, in which event such indemnification, if any, will be paid within thirty (30) days of resolution of such dispute.

9. Representations, Warranties and Covenants. In addition to any other representations, warranties and covenants in this Agreement, each of the Parties (a) represents and warrants that it has full power, authority and legal right to enter into and perform its obligations under this Agreement, and (b) will:

(i) promptly notify the other Party of all matters that come to its attention that relate to the performance of this Agreement; and

(ii) cause to be executed and delivered such instruments as the other Party reasonably requests in order to give effect to the terms of this Agreement.

Further, Provider represents and warrants the following:

(i) Provider has the capability, experience, and means necessary to perform the Services contemplated by this Agreement. Provider shall perform the Services using appropriate skill and attention. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.

(ii) Provider shall provide the Services with properly trained and informed personnel. Provider shall be solely responsible for the acts and omissions of its employees, permitted affiliates and agents and for any other person performing Services under this Agreement at the direct request of Provider.

10. Right of Supervision and Inspection. In the performance of the Services required by this Agreement, Provider is an independent contractor with full authority to direct and control the performance of the details of the Services. However, the quality of the Services must meet the approval of CLD and are subject to CLD's general rights of inspection to ensure satisfactory completion.

11. Nondisclosure. The Nondisclosure Provisions attached as Exhibit B are incorporated into this Agreement as if fully set forth herein.

12. Excuse.

If either Party is unable in whole or in part by reason of any cause not reasonably within its control to perform any of its obligations under this Agreement when such performance is due (other than the obligation to pay when due all amounts that are owed to the other, which shall not be excused), then upon that Party's giving notice describing that cause and if that Party uses its commercially reasonable best efforts to remedy the cause of the excuse as promptly as possible (i) that obligation shall be excused, but only to the extent of such inability and during the continuance of such inability, (ii) the Party affected shall be excused from any liability for any failure to perform such obligation to the extent so excused and (iii) the other Party shall be excused from any corresponding obligation to the appropriate extent.

13. Term and Termination.

(a) This Agreement shall remain in effect for a period which is coextensive with the term of the LLC Agreement and shall terminate when the LLC Agreement terminates unless this Agreement is earlier terminated either (i) by written notice given by the nondefaulting Party to the defaulting Party that the defaulting Party has failed to perform its obligations under this Agreement for at least thirty (30) days after notice of that failure to perform was given to the defaulting Party by the nondefaulting Party, (ii) by CLD on sixty (60) days written notice, or (iii) by Provider on six (6) months written notice.

(b) Upon termination of this Agreement, all of the obligations of each of the Parties under this Agreement shall terminate except (i) the Parties shall remain liable for any obligation or provision under this Agreement which has accrued prior to termination, and/or which expressly or by implication is intended to survive termination of this Agreement and (ii) each Party shall remain liable for the obligation to pay when due all amounts owed to the other.

(c) The non-disclosure and non-use provisions of Exhibit B shall terminate two (2) years following the termination of this Services Agreement or termination of the Limited Liability Company Agreement between Cargill, Incorporated and Louis Dreyfus Corporation, which ever terminates later.

14. Assignment. This Agreement shall inure to the benefit of and be fully binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

15. Claims and Litigation. Each Party shall notify the other Party of any significant claim, demand, right or cause of action asserted, threatened or instituted

against either Party which may affect in a material way the performance of this Agreement. Any negotiations or litigation of any such claim, demand, right or cause of action shall be conducted by the Party against which such claim, demand, right or cause of action is asserted, threatened or instituted, with the other Party having the right to be reasonably advised as to the status of and to participate in such negotiations or litigation if its interests under this Agreement are involved. If a Party (the "Indemnitee") desires to settle a claim that has been made against it and for which it may be entitled to indemnification by the other party (the "Indemnitor") under Section 8 ("Indemnification"), then the Indemnitee shall notify the Indemnitor in writing (the "Settlement Notice") of the terms on which the Indemnitee desires to settle the claim (the "Settlement Terms") and that it intends to seek Indemnification. If the Indemnitee provides the Settlement Notice to the Indemnitor, unless the Indemnitor notifies the Indemnitee within fifteen (15) business days after the Indemnitor receives the Settlement Notice that the Indemnitor objects to the making of the settlement on the Settlement Terms, the Indemnitee may settle the claim on the Settlement Terms and shall be entitled to Indemnification in accordance with and subject to the terms of this Agreement. If the Indemnitor notifies the Indemnitee that the Indemnitor objects to the making of the settlement on the Settlement Terms, then the Indemnitor shall assume the defense and pay the entire amount, if any, that is recovered on account of the claim. If the Indemnitor so assumes the defense and is successful in reducing the amount of the claim (whether by litigation or settlement) to an amount that is less than that payable under the Settlement Terms, then the Indemnitee shall reimburse the Indemnitor for the lesser of (i) all legal fees and expenses that were incurred by the Indemnitor in reducing the claim and (ii) the amount of the reduction.

16. Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOVEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. In no event shall either Party be liable to the other Party for any indirect (including without limitation lost profits or loss of business opportunity), incidental, consequential or punitive damages resulting from the Services or from any breach of this Agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement or which either Party elects to give, shall be in writing and, except as otherwise specifically provided, shall be either delivered personally or sent by independent courier or express delivery service or by electronic facsimile transmission to the other Party at the address indicated below (or to such other address as the Party designates for itself by notice given in accordance with this Section 16). All notices shall be deemed given (a) upon delivery, if personally delivered or (b) three (3) days after being dispatched with the independent courier or express delivery service or (c) upon the effective sending of an electronic facsimile transmission.

If to Provider:

Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: US NAGO BU Leader
Fax: (952) 742-7242

If to CLD:

CLD Pacific Grain, LLC
Suite 1133
222 S.W. Columbia
Portland, Oregon 97201
Attention: Arnie Schaufler
Facsimile No: (503) 243-5079

18. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

19. Governing Law. This Agreement shall be governed by and construed, and performance thereof shall be determined, in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law provisions thereof.

20. Dispute Resolution. All disputes arising under this Lease will be resolved by the parties through the dispute resolution procedures described on Exhibit C attached hereto and incorporated herein by this reference.

21. Records and Reports. Provider will maintain the records relating to the Services separate from the records that it otherwise maintains, and shall maintain the records relating to CLD and the Services in strictest confidence, and in accordance with the Nondisclosure Provisions attached as Exhibit B. Provider will provide CLD with such reports and information concerning the Services which CLD reasonably requests.

22. Antitrust Compliance. CLD and Provider shall fully abide by all relevant antitrust laws, rules and regulations which may govern the operation of CLD and CLD's relationship with Provider under this Agreement. CLD and Provider shall establish an antitrust training program to ensure that their employees are made aware of relevant antitrust laws. In addition, CLD and Provider will implement operating principles and/or communication guidelines related to the provision of Services designed to comply with all relevant antitrust laws, rules and regulations.

23. Further Assurances. Each Party agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law or reasonably requested by the other Party to carry out and effect the intent and purpose of this Agreement.

24. Nonwaiver. The failure or delay of a Party to insist upon strict performance of any of the provisions of this Agreement, to exercise any rights or remedies provided under this Agreement or by law, or to notify the other Party in the event of breach or default under this Agreement, shall not release or relieve such other Party from any of its obligations under this Agreement and shall not be deemed a waiver of any right to insist upon strict performance of this Agreement or any of the rights or remedies under this Agreement, nor shall any purported modification or rescission of this Agreement operate as a waiver of any of the provisions of this Agreement.

25. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective permitted successor and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

26. Entire Agreement; Amendment. This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement or representation by or between the Parties, and (b) may be amended only by an instrument in writing executed by both of the Parties.

27. Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall constitute one original agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, CLD and Provider each has caused this Agreement to be executed by its duly authorized officer.

CARGILL, INCORPORATED

By: _____
Name: Don Dost
Title: V.P.

CLD PACIFIC GRAIN, LLC

By: _____
Name: Rene Schauffler
Title: General Manager

EXHIBIT A

FORM OF SCHEDULE OF SERVICES

Date: _____

This SCHEDULE OF SERVICES is issued pursuant to the Services Agreement dated as of _____ between **CLD PACIFIC GRAIN, LLC** ("CLD") and _____ ("Provider") which is hereby incorporated into this Schedule of Services by reference.

I. Description of Services. Provider shall perform the following Services for CLD:

II. Compensation.

III. Special Provisions.

CLD PACIFIC GRAIN, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE OF SERVICES

Date: December 3, 2001

This SCHEDULE OF SERVICES is issued pursuant to the Services Agreement dated as of December 3, 2001 between **CLD PACIFIC GRAIN, LLC** ("CLD") and **CARGILL, INCORPORATED** ("Provider") which is hereby incorporated into this Schedule of Services by reference.

I. Description of Services. Provider shall perform the following Services for CLD:

Corporate Secretary Services. Provider's Corporate Secretary Department will provide assistance to CLD with regard to CLD's secretarial function, including:

A. Coordinating meetings of the Board of Managers;
B. Preparing and routing Board resolutions;
C. Taking minutes at the meetings of the Board of Managers;
D. Maintaining the minutes book; and
E. Maintaining original state formations and qualification documents.

II. Compensation.

$65.00 per hour, plus all out-of-pocket expenses (e.g., travel, meals, hotels)

III. Special Provisions.

The hourly fee of $65.00 will be for all listed services except with respect to board meetings, in which event the hourly fee will be double ($130.00). The hourly fee of $65.00 per hour shall apply up to May 31, 2002, after which such rate may increase, subject to the parties' good faith negotiations.

CLD PACIFIC GRAIN, LLC

By: _____
Name: Jane Schaufler
Title: General Manager

CARGILL, INCORPORATED

By: _____
Name: Jeanne Y. Smith
Title: Assistant Corporate Secretary

(253431v1)

SCHEDULE OF SERVICES

Date: December 3, 2001

This SCHEDULE OF SERVICES is issued pursuant to the Services Agreement dated as of December 3, 2001 between **CLD PACIFIC GRAIN, LLC** ("CLD") and **CARGILL, INCORPORATED** ("Provider") which is hereby incorporated into this Schedule of Services by reference.

I. Description of Services. Provider shall perform the following Services for CLD:

Insurance Services. Provider's Insurance Department ("PID") will provide assistance to CLD with the following insurance coverages and services as may be required:

A. Insurance Coverages
   i. All Risk Property Insurance
   ii. General/Product Liability, Vehicle Liability and Workers' Compensation
   iii. Marine including Ocean Cargo, River Marine and Charterers Liability
   iv. Directors and Officers Liability
   v. Other miscellaneous Property and Liability coverages and Bonds

B. Services
   i. Respond on a timely basis to insurance questions.
   ii. Provide necessary insurance accounting/allocation services.
   iii. Assist in preparation of claim information, submission of claim to insurers; claim negotiations with insurer and/or insurance adjustor.

II. Compensation.

The charge for providing the insurance related assistance and services during the first year of the Term is $2,500.00. This fee does not contemplate travel expenses nor extensive insurance or claim assistance. In the event that CLD requires PID to travel on its behalf, CLD agrees that it will pay such cost including all out-of-pocket expenses. In the event that CLD requires extensive insurance or claim assistance, CLD agrees to pay PID for such additional work at a rate of $100.00 per hour.

II. Special Provisions.

None.

CLD PACIFIC GRAIN, LLC

By: [signature]
Name: Arnie Sullantler
Title: General Manager

CARGILL, INCORPORATED

By: Brian Foltz
Name: Brian Foltz
Title: Vice President – Insurance Department

(253429v1)

EXHIBIT B

NONDISCLOSURE AND I.P. OWNERSHIP PROVISIONS

Confidentiality. During the term of this Services Agreement, CLD and Provider may exchange certain Confidential Information with one another. "Confidential Information" shall mean all information owned by or in possession of either CLD or the Provider, that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, inventions, trade secrets, know-how and information relating to the customers, business plans, promotional and market activities, finances and other business affairs of such party) that is disclosed by a party, (the "Disclosing Party") to the other party (the "Receiving Party") in furtherance of this Services Agreement.

Non-Disclosure and Non-Use. The Receiving Party agrees to treat as secret and hold in strict confidence all Confidential Information it receives from the Disclosing Party under this Services Agreement. The Receiving Party agrees that it will not disclose any Confidential Information to any third party without the prior written permission of the Disclosing Party (or as otherwise specifically provided in this Agreement), however, in the case of disclosure by CLD to the CLD Member that is not the Provider under this Services Agreement oral permission is sufficient). The Receiving Party also agrees that it will only use the Confidential Information received under this Services Agreement as specifically provided herein and in furtherance of this Agreement. The Receiving Party agrees that only its employees with a bona fide need to know, and who have signed the Appendix To Nondisclosure Provisions, shall be provided access to the Confidential Information of the Disclosing Party. In the event the Receiving Party is required by court order, or by law or legal process, to disclose Confidential Information of the Disclosing Party, the Receiving Party shall inform the Disclosing Party in writing prior to making such disclosure to provide sufficient time to request a protective order or other appropriate measure, and the Receiving Party will disclose only such information that is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

Exclusions to Confidential Information. Confidential Information shall not include information that (a) was in the public domain, in its entirety in a unified form, at the time of disclosure to the Receiving Party; (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party; (c) becomes part of the public domain after the date of disclosure by the Disclosing Party through no fault of the Receiving Party; or, (d) is disclosed by a third party to the Receiving Party after the date of disclosure by the Disclosing Party, where the third party did not require the Receiving Party to hold such information in confidence and did not acquire such information directly or indirectly from the Disclosing Party;

Ownership. Except as otherwise specifically provided in this Services Agreement, all rights to Confidential Information, trade secrets, know-how, inventions, patents, patents pending, copyrights, trademarks, and tradenames (hereinafter, "Intellectual Property") owned by Provider shall be fully retained by Provider and no rights or licenses are provided to CLD. In the event that any Intellectual Property based upon Provider's Intellectual Property is created under this Services Agreement, the new Intellectual Property shall be owned by Provider with a non-exclusive, royalty-free, non-transferable, perpetual, worldwide license being granted to CLD for use of the new Intellectual Property consistent with the Business Purpose.

APPENDIX TO NONDISCLOSURE PROVISIONS

EMPLOYEE AND AFFILIATE ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, hereby acknowledge that I have received and read the Nondisclosure and I.P. Provisions of the Services Agreement dated _____ between _____ and CLD Pacific Grain, LLC ("CLD"), and that I understand all of the provisions thereof. I further acknowledge that I may receive Confidential Information (as defined in the Nondisclosure Provisions), and my receipt of that Confidential Information is conditioned upon my execution of this Acknowledgement and Agreement. By signing below, I agree to abide by the terms of the Services Agreement.

Date:_____

_____
Company

_____
Signature

_____
Print Name

EXHIBIT C

DISPUTE RESOLUTION

1. **Mediation.** If a dispute or disagreement arising out of, or relating to, the formation, interpretation, performance or breach of this Lease or any amendment hereto, exists (a "Dispute"), either party may require the other party to submit the reasons for its position, in writing, and to then enter into good faith negotiations to attempt to resolve the Dispute. If such Dispute cannot be settled by good faith negotiation among the parties within thirty (30) days, either party may require that the Dispute be submitted in writing for resolution to senior management representative of both parties ("Senior Representative"). If such Dispute is not resolved within sixty (60) days of having been submitted to the Senior Representatives, either party may require that the Dispute be resolved in accordance with Section 2 hereinbelow. All negotiations and written statements pursuant to this Exhibit F are confidential and shall be treated as compromise and settlement negotiations for purposes of the U.S. Federal Rules of Evidence and state rules of evidence. If the parties reach agreement pertaining to any Dispute pursuant to the procedures set forth in this Exhibit F, such agreement shall be reduced to writing, signed by the parties and shall be final and binding upon them.

2. **Arbitration.**

(a) If the Dispute cannot be resolved as a result of the negotiations generally described in Section 1 hereinabove above or within such additional time frame as the parties may mutually agree to, the Dispute shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"); provided, however, that if such rules are inconsistent with any of the provisions of this Agreement, the terms and conditions of this Agreement shall control. Any such arbitration shall be conducted in Portland, Oregon at a place and time agreed upon by the parties or, failing agreement, selected by the arbitrators.

(b) Any arbitration shall be conducted before a panel of three (3) arbitrators who shall be compensated for their services at a rate to be determined by the AAA in the event the parties are not able to agree on their rate of compensation, but based upon hourly or daily consulting rates for the neutral arbitrator reasonably consistent with such arbitrator's normal charges for fees. Within fifteen (15) business days after notice by any party seeking arbitration under this provision, the party requesting arbitration shall appoint one (1) arbitrator and within fifteen (15) business days thereafter the other party shall appoint the second arbitrator. The persons so appointed shall meet the qualification requirements set forth in Section 2(c) hereinbelow. Within fifteen (15) business days after the appointment of the second arbitrator, the two arbitrators so chosen shall mutually agree upon the selection of the third, impartial and neutral arbitrator who must have knowledge of lease agreements similar to the Lease. In the event the arbitrators cannot agree upon the selection of the third arbitrator, the AAA rules for selection of such an arbitrator shall be followed, provided that the selection is from among such persons who meet the above-stated requirements. Notwithstanding anything to the contrary in the

foregoing, for any Dispute for which the amount in controversy is less than $50,000, only one (1) arbitrator shall be used, and shall be selected by written agreement of the parties(or if agreement cannot be reached by the parties, by the AAA).

(c) Each arbitrator so appointed shall have substantial experience and familiarity with the type of business to be conducted by the Company as contemplated by the Business Purpose and lease agreements similar to the Lease.

(d) Each party shall bear its own costs and expenses of arbitration including, but not limited to, filing fees and attorneys' fees and each party hereby agrees to pay its pro rata share of the administrative fees of the AAA and of the compensation to be paid to the arbitrators in any such arbitration and its pro rata share of the of the costs of transcripts and other expenses of the arbitration proceedings, subject, however, to allocation of costs and expenses (excluding attorneys' fees) by the arbitrators consistent with the award.

(e) The parties shall make available to the arbitrator(s) all non-privileged books, records, schedules and other information reasonably requested by them. Such materials are to be made available to the arbitrator(s) at such times as are deemed necessary by them to make their decision as herein provided.

(f) The arbitrator(s) may conduct any pre-trial proceedings by telephonic conference call rather than by a face-to-face meeting.

(g) The arbitrator(s) shall, prior to rendering their decision on the arbitration matter, afford each party an opportunity, both orally and in writing, to present any relevant evidence (the formal rules of evidence applicable to judicial proceedings shall not apply) and to express, orally and/or in writing that party's point of view and arguments as to the proper determination of the arbitration matter; provided, however, that any party submitting written material shall be required to deliver a copy of such written material to the other party concurrently with the delivery thereof to the arbitrator(s) and such other party shall have the opportunity to submit a written reply, a copy of which shall also be delivered to the other party concurrently with the delivery thereof to the arbitrator(s). Oral arguments shall take place only at a hearing before the arbitrator(s) at which all parties are afforded a reasonable opportunity to be present and be heard.

(h) In the event of a willful default by any of the parties in appearing before the arbitrator(s) after due written notice shall have been given, the arbitrator(s) are hereby authorized to render a decision upon the testimony of the party(ies) appearing before the arbitrator(s).

(i) The arbitrator(s) shall make a decision and award resolving the dispute within forty-five (45) calendar days after the selection of the last arbitrator, or the first arbitrator if only one arbitrator is to decide the dispute; and within fifteen (15) days of the last hearing held concerning such dispute(s).

(j) Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Except in the case of Disputes in which the amount in controversy is less than $50,000, within thirty (30) days after the arbitrators make their decision and award, the arbitrators shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision and award rendered by them and deliver such documents to all parties along with a signed copy of the award. For Disputes in which the amount in controversy is less than $50,000, the arbitrator shall, within thirty (30) days after his decision and award, render only a brief opinion in support of the award.

(l) The arbitrator(s) shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a Dispute, including the award of interim or preliminary relief; provided, however, the arbitrator(s) shall not have the authority to award punitive damages.

(m) The arbitrator(s) chosen in accordance with these provisions shall not have the power to alter, amend or otherwise affect the terms of these arbitration provisions in this Lease or any other agreement entered into between the parties, and shall take into effect to the extent possible the intentions of the parties prior to entering into such agreements.

3. **Provisional Remedies.** The procedures specified in this Exhibit shall be the sole and exclusive procedures for the resolution of Disputes; provided a party, without prejudice to the mandatory procedures of this Exhibit, may file a complaint for tolling of the statute of limitations, or seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Notwithstanding such action, the parties will continue to participate in good faith in the procedures specified in this Exhibit.

4. **Tolling Statute of Limitations.** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Exhibit are in process. The parties will take such action, if any, required to effectuate such tolling.

5. **Consent to Jurisdiction; Service of Process.** SUBJECT TO SECTIONS A AND B SET FORTH HEREINABOVE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(a) AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY EITHER PARTY ARISING FROM OR RELATING TO ANY DISPUTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE STATE OF OREGON, TO THE EXCLUSION OF ANY OTHER POTENTIAL STATES HAVING JURISDICTION, AND SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY FOR SUCH PURPOSE;

(b) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVES ANY RIGHT TO OBJECT, WITH RESPECT TO ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY; AND

(c) CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS FOR NOTICES SET FORTH IN THE LEASE, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

IRVING DOCK

ACQUISITION DOCUMENTS

CARG003249

Chicago Title Insurance Company

10001 SE SUNNYSIDE ROAD
CLACKAMAS, OR 97015
Telephone: (503) 653-7300

PRELIMINARY TITLE REPORT
June 12, 1995

To: CHICAGO TITLE INSURANCE CO.
888 S.W. 5th Ave., #930
Portland, OR 97204

Order No. 140090
Escrow No. 50000-6208-CE

Attention: Cheryle Stahel-Eastman

Extended Owners Coverage	$6,380,000.00	Premium	$16,780.50
Service Fee			$ 25.00

We are prepared to issue a title insurance policy in ALTA (1992) form and amount shown above insuring the title to the property described herein. This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid.

Vestee: BUNGE CORPORATION, a New York corporation

Dated as of: June 1, 1995 at 8:00 A.M.

Subject to the exceptions, exclusions, conditions and stipulations which are part of said policy, and to exceptions as shown herein.

CHICAGO TITLE INSURANCE COMPANY OF OREGON

By: Norma J. Shearer
Norma J. Shearer
Title Officer

Any questions concerning the closing of this transaction should be directed to Cheryle Stahel-Eastman your escrow officer at 503-248-0955.

Order No. 140090

DESCRIPTION

(Continued)

GENERAL EXCEPTIONS (Standard Coverage Policies only)

1. a. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   b. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by any public records.

   b. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

4. a. Unpatented mining claims;

   b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;

   c. Water rights, claims or title to water;

   whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Order No. 140090

SPECIAL EXCEPTIONS

6. City liens, if any, of the City of Portland. (An inquiry has been directed to the City Clerk concerning the status of said liens and a report will follow if such liens are found.)

7. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of the Willamette River.

8. Any adverse claims based upon the assertion that the Willamette River has changed in location.

9. Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

10. Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

11. An easement created by instrument, including terms and provisions thereof.

Recorded:	March 24, 1882
Book:	54
Page:	77
In Favor Of:	Oregon Railway and Navigation Co.
For:	Slope purposes

12. Utility easements, if any, by reason of said property having once been classified as part of North Albina Avenue. (Affects Parcel I)

13. Right, title and interest of others in and to a spur track as disclosed by Deed to R. Anthony DuBay and wife;

Recorded:	September 18, 1963
Book:	2187
Page:	190

(Affects Parcel I)

14. An easement created by instrument, including terms and provisions thereof.

Dated:	March 17, 1964
Recorded:	January 29, 1965
Book:	221
Page:	190
In Favor Of:	Oregon-Washington Railroad and Navigation Company, an Oregon corporation, its successors, assigns and lessees, including its lessee, Union Pacific Railroad Company, a Utah corporation
For:	To maintain, operate, use, repair and renew a standard gauge railroad track or tracks

(Continued)

Order No: 140090

SPECIAL EXCEPTIONS (Continued)

15. Easement Agreement, including the terms and provisions thereof;
Dated: September 12, 1967
Recorded: September 27, 1967
Book: 583
Page: 1456
By and Between: Albina Engine and Machine Works, Inc., a corporation; and Pacific Power and Light Company, a corporation

As supplemented by instrument;
Recorded: December 12, 1968
Book: 654
Page: 1158

As further supplemented by instrument;
Recorded: June 3, 1969
Book: 680
Page: 863
(Affects Parcel I)

16. Permit Agreement, including the terms and provisions thereof;
Dated: March 21, 1969
Recorded: April 14, 1969
Book: 672
Page: 91
By and Between: Pacific Power and Light Company, a Maine corporation; and Pacific Northwest Bell Telephone Company
(Affects Parcel I)

17. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in City of Portland, Ordinance No. 136458.
Recorded: May 15, 1973
Book: 926
Page: 1398

18. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in Conditional Use Request No. CU3-75.
Recorded: January 27, 1975
Book: 1025
Page: 501

(Continued)

CARG003253

Order No: 140090

SPECIAL EXCEPTIONS (Continued)

19. An easement created by instrument, including terms and provisions thereof.

Dated:	June 24, 1976
Recorded:	July 9, 1976
Book:	1114
Page:	718
In Favor Of:	Pacific Power and Light Company
For:	Electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances
Affects:	Parcel II

20. An easement created by instrument, including terms and provisions thereof.

Dated:	February 14, 1978
Recorded:	April 12, 1978
Book:	1255
Page:	437
In Favor Of:	Pacific Power and Light Company
For:	Electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances
Affects:	Parcel II

21. A judgment for the amount herein stated and any other amounts due;

Case No.:	9201-00065
Entered:	December 18, 1992
Amount:	$850,000.00 economic damages, plus interest; $425,000.00 non-economic damages, plus interest; $1,018.00
Debtor:	Bunge Corporation, a New York corporation
Creditor:	Henry McDowell
Attorney for Creditor:	Bruce A. Bottini, W. Eugene Hallman and Rick T. Haselton

22. Any encroachments, unrecorded easements, violations of covenants, conditions and restrictions, and any other matters which would be disclosed by a correct survey.

23. Proof that there are no parties in possession, or claiming to be in possession, other than above vestees.

24. Any statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for workmen's compensation, which have now gained or hereafter may gain priority over the lien of the insured mortgage, which liens do not now appear of record.

NOTE: Property address is identified as:
800 N. River Street
Portland, Oregon

NOTE: Taxes for the fiscal year 1994-95, paid in full.

Original Amount:	$154,566.82, including
Special Assessment:	Industrial Property Penalty
Levy Code:	001, 512
Account No.:	R-94127-0390

(Continued)

Order No: 140090

SPECIAL EXCEPTIONS (Continued)

NOTE: We find no judgments or United States Internal Revenue liens against: Cargill Incorporated, a Delaware corporation

END OF REPORT

NS/cd
June 7, 1995

Order No: 140090

LEGAL DESCRIPTION

PARCEL I:

A parcel of land lying in the Southwest quarter of Section 27, Township 1 North, Range 1 East, City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the Southwesterly line of North River Street, said point being South 50°58'41" East a distance of 235.49 feet from the East corner of River Lot 19, Albina, as conveyed to Dillingham Corporation, by Deed recorded February 13, 1969 in Book 663 Page 196, Deed Records; thence along said Southwesterly line South 50°58'41" East a distance of 179.04 feet to a point; thence leaving said Southwesterly line of North River Street North 88°46'41" West a distance of 13.54 feet to a point; thence South 59°22'30" West 361.2 feet more or less to a point on the Harbor line; thence along said Harbor line North 34°31'11" West 8.0 feet more or less; thence North 50°14'11" West 268.8 feet more or less to a point on the Southwesterly extension of the Southeasterly line of River Lot 19, Albina; thence leaving said Harbor line North 39°01'19" East along said Southwesterly extension and Southeasterly line a distance of 145.9 feet more or less to a point; thence leaving said Southwesterly extension of the Southeasterly line of River Lot 19, Albina, South 52°19'00" East a distance of 93.00 feet to a point; thence North 58°02'25" East a distance of 22.60 feet to a point; thence South 30° 52'05" East a distance of 57.93 feet to a point; thence North 58°44'50" East a distance of 194.39 feet to a point; thence South 50°58'41" East a distance of 15.14 feet to a point; thence North 39°01'19" East a distance of 8.25 feet to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.

PARCEL II:

A tract of land in the William Irving Donation Land Claim and Joshua Delay Donation Land Claim: Also of the Southwest one quarter of Section 27 and the Northwest one quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon; described as follows:

Beginning at a point in the North line of the said William Irving Donation Land Claim, that is North 89°42'45" East 270.89 feet from the Northwest corner of said Claim, which point is the Northwest corner of Third Street extended in the Old City of East Portland, said point is North 89°42'45" East 16.20 feet from the intersection of said Donation Land Claim line with the Southwesterly line of North River Street, also is the intersection of said Donation Land Claim line with the Northerly prolongation of the curve of the Western right of way line of the Oregon-Washington Railway and Navigation Co., as described and recorded March 24, 1882 in Deed Book 54 at Page 77 said Multnomah County; thence Southeasterly along the Westerly line of Third Street and the Westerly right of way line of said O.W.R. & N. CO., 1163.75 feet to a point in the Northerly line of the Northern Pacific Terminal tract recorded December 9, 1882 in Deed Book 62 at Page 139, which point is the intersection with the South line of North Dixon Street extended Westerly; thence along the Westerly extension of the South line of North Dixon Street and the Northerly line of the said Northern Pacific Terminal tract, South 51°33'30" West 212.42 feet to the intersection with the harbor line of the Eastern bank of the Willamette River; thence North 36°01'45" West 1196.00 feet along said Harbor line to the intersection with the Northerly line of the Interior Warehouse Tract, recorded February 3, 1954, in Deed Book 1642, at Page 318, said

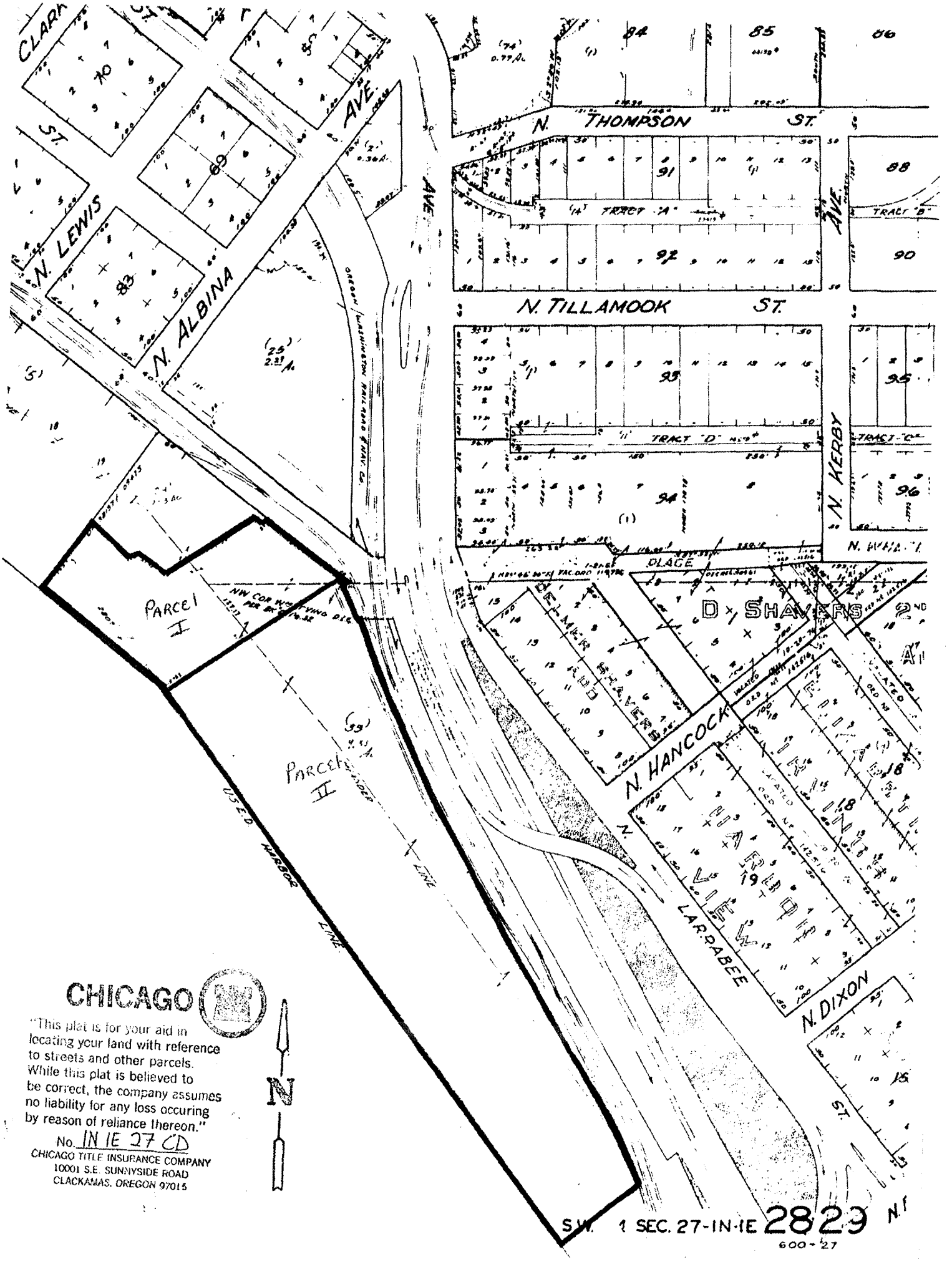
CARG003256

Order No: 140090

LEGAL DESCRIPTION

Multnomah County; thence North 57°54'45" East 361.24 feet along said line to a point in the North line of said William Irving Donation Land Claim line; thence North 89°42'45" East along said Donation Land Claim line to the point of beginning.

EXCEPTING THEREFROM ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Willamette River.



CHICAGO TITLE

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the company assumes no liability for any loss occuring by reason of reliance thereon."

No. IN IE 27 CD

CHICAGO TITLE INSURANCE COMPANY
10001 S.E. SUNNYSIDE ROAD
CLACKAMAS, OREGON 97015

N

S.W. 1/4 SEC. 27-1N-1E 2829

600-27

CARG003258

Book 54

Right of Way Irving To Ore. R. & N. Co.

Know all men by these Presents That I Mrs Elizabeth Irving of New Westminster British Columbia in consideration of the sum of One Thousand dollars to me in hand paid by the Oregon Railway and Navigation Company a Corporation duly incorporated and organized under the laws of the State of Oregon having its principal office at the City of Portland in said State the receipt whereof is hereby acknowledged have granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said Oregon Railway and Navigation Company its successors and assigns the following described parcel of land situate in Multnomah County in the State of Oregon to wit:

A strip of land fifty three feet in width being twenty feet in width on the West side of and thirty three feet in width on the East of and parallel with the center line of the main track of the Oregon Railway and Navigation Company's railroad as the same is staked out and located over and across the lands of the said Elizabeth Irving and also such additional lands on each side as will be required for the necessary slopes when the road bed is graded to the full width of fifty three (53) feet situate in the County of Multnomah and State of Oregon in Sections Twenty seven (27) and thirty four (34) of Township One North of Range one (1) East of the Willamette Meridian the same being a part of the Donation Land Claim of William Irving and wife said center line is described as follows to wit:

Beginning at a point in the North line of said Irving claim sixty one and five tenths (61.5) feet West of the East line of Rice street in the Town of Albina of extended northerly to said Claim line. Thence on an 8° curve to the left the course of the tangent of the curve at the claim line being S 8° 41' E. Two hundred and eighty one and eight tenths (281.8) feet. Thence on a tangent S. 30° 43' E. five hundred and sixty two and

nine tenths (262.9) feet. Thence on a 1° curve to the right three hundred and sixteen and three tenths (316.3) feet to a point in the South line of a street sixty feet wide in Irving's addition to the City of East Portland and in the North line of a tract of land purchased by C. H. Prescott Trustee of Elizabeth Irving To Have and To Hold the said described and herein conveyed premises with all trees, wood and timber thereon and the stone gravel and material therein unto the said Oregon Railway and Navigation Company its successors and assigns forever for the purpose of building operating and maintaining a railroad thereon and to use the same for all legitimate railroad purposes.

In Witness Whereof, I have hereunto set my hand and seal this 23d day of March A.D. 1882.

In presence of
G. W. Shaver
A. L. Kirk
State of Oregon
County of Multnomah

Elizabeth Irving (Seal)

ss

This Certifies That on this 23d day of March 1882 before me the undersigned a Notary Public in and for said County and State personally appeared the within named Mrs Elizabeth Irving who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

Notarial Seal

A. L. Kirk
Notary Public in and for Oregon.

Rec'd for Record Mch 21st 1882 at 9 a.m.

Shaver
To
Prescott
Trustee

FORM No. 716—WARRANTY DEED (Grantees as Tenants by Entirety).

PACIFIC TITLE INSURANCE CO.

BOOK 2187 PAGE 190

KNOW ALL MEN BY THESE PRESENTS, That John J. Collins and Angeline Collins, husband and wife, *grantor* &

in consideration of Ten and no/100 Dollars, and other valuable consideration

to them *paid by* R. Anthony DuBay and Mary Ann DuBay, *husband and wife, grantees,*

do hereby grant, bargain, sell and convey, unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah *and State of Oregon, bounded and described as follows, to-wit:*

Beginning at the East corner of River Lot 19, Albina, where the Southeast line of said lot intersects N. River Street; running thence Southeasterly along N. River street 60 feet; thence at right angles to said N. River Street and parallel with said Southeast line of River Lot 19 and an extension thereof to the present Harbor Line of the Willamette River; thence along said Harbor Line 60 feet down stream to the point where said Harbor line intersects an extension of the Southeasterly line of said River Lot 19; thence along the extension of the Southeasterly line and along the Southeasterly line of River Lot 19 to the point of beginning, in the City of Portland, said County and State;

To Have and to Hold the above described and granted premises unto the said grantees as tenants by the entirety, their heirs and assigns forever.

And we, *the grantors, covenant that* we are *lawfully seized in fee simple of the above granted premises free from all incumbrances,* except rights of the Federal Government, the State of Oregon, and the general public in and to that part thereof lying below the high water line of the Willamette River, and the interest of owners of a spur track as shown on assessor's map, if such track now exists,

and that we *will and* our *heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.*

Witness our *hand*s *and seal*s *this* 17th *day of* September, 1963

John J. Collins (SEAL)

Angeline Collins (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON,

County of Multnomah } ss.

On this 17th *day of* September, 1963

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John J. Collins and Angeline Collins, husband and wife, who were *known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that* they *executed the same freely and voluntarily.*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC

Frank A. Koehler

Notary Public for Oregon

My Commission expires 7th 1966

WARRANTY DEED

JOHN J. COLLINS

et ux

TO

R. ANTHONY DuBAY and

MARY ANN DuBAY

AFTER RECORDING RETURN TO

R. Anthony DuBay
P. O. Box 2387
Portland 14, Oregon

DISTRICT No.

STATE OF OREGON, County of Multnomah } ss.

I, SI Cohn, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County at

SEP 18 PM 3 37

Co. Page 190

Witness my office affixed.

SI COHN, County Clerk.

Deputy

Contract

SEP 18 1963

CARG003261

BOOK 221 PAGE 190

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that PEAVEY COMPANY, a Minnesota corporation, hereinafter called the "Grantor", in consideration of the premises and of the sum of One Dollar ($1.00) by it received, hereby grants and conveys unto OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, hereinafter called the "Grantee", and to its successors, assigns and lessees, including its lessee, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, the right, license, privilege and easement to maintain, operate, use, repair and renew a standard gauge railroad track or tracks upon, along and across certain property of the Grantor in Portland, Multnomah County, Oregon, more particularly described as follows, to-wit:

An irregular strip of land situated in the NE¼ of Section 34 and the SE¼SW¼ of Section 27, both in Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, Multnomah County, Oregon, bounded and described as follows:

Beginning at a point in the southerly line of North Dixon Street extended southwesterly that is 8 feet 6 inches distant southwesterly, measured at right angles, from the hereinafter described center line of Spur Track No. 224 of the Oregon-Washington Railroad & Navigation Company as now constructed and operated;

thence northwesterly along a line that is parallel with and 8 feet 6 inches distant southwesterly, measured at right angles and/or radially from said center line of Spur Track No. 224, a distance of 980 feet, more or less, to a point in the southerly line of an existing dock;

4033

JAN 29 1965

thence northeasterly along said southerly line of existing dock to a point that is 6 feet 2½ inches distant southwesterly, measured at right angles, from said center line of Spur Track No. 224;

thence northwesterly along the easterly line of said existing dock a distance of 155.9 feet, more or less, to a point opposite the end of said Track No. 224 and that is 8 feet 1 inch distant southwesterly, measured at right angles, from the center line thereof;

thence northeasterly along a straight line drawn at right angles to said center line of spur track at the end thereof a distance of 14 feet 2 inches to a point in the westerly line of an existing truck dump building;

thence southeasterly along said westerly line of truck dump building which is parallel with and 6 feet 1 inch distant northeasterly, measured at right angles, from said center line of spur track, a distance of 6 feet to a corner;

thence northeasterly along said building line to a point that is 8 feet 6 inches distant northeasterly, measured at right angles, from said center line of spur track;

thence southeasterly along a line that is parallel with and 8 feet 6 inches distant northeasterly, measured at right angles and/or radially from said center line of Track No. 224 a distance of 698 feet;

thence northeasterly along a straight line at right angles to said center line of spur track a distance of 14 feet;

thence southeasterly along a line that is parallel with and 22 feet 6 inches distant northeasterly, measured at right angles and/or radially, from said center line of Spur Track No. 224, to a point in said southerly line of North Dixon Street extended southwesterly;

thence southwesterly along said southerly line of North Dixon Street extended southwesterly to the point of beginning.

As shown outlined in red color on print dated May 7, 1962, marked "Exhibit A" attached hereto and made a part hereof.

4013

JAN 29 1965

CARG003263

Said center line of Spur Track No. 224 hereinafter referred to being described as follows:

Beginning at a point of switch in the center line of the eastbound main track of the Oregon-Washington Railroad & Navigation Company as now constructed and operated, opposite Railroad Survey Station 53+60.4, which is a point on the center line between the east and westbound main tracks of said Railroad Company that is 158.6 feet distant northerly, measured along said center line between main tracks, from the center line of North Cherry Street;

thence northwesterly along the center line of a No. 10 turnout curve to the left and along said center line extended a distance of 90.05 feet;

thence northwesterly along a curve to the left having a radius of 573.686 feet, tangent at its point of beginning to the end of the last described curve, a distance of 28.50 feet;

thence northwesterly along a straight line tangent to the end of the last described curve, a distance of 90.53 feet;

thence northwesterly along a curve to the right having a radius of 573.686 feet, tangent at its point of beginning to the last described straight line a distance of 63.14 feet;

thence northwesterly along a straight line tangent to the end of the last described curve a distance of 600.01 feet;

thence northwesterly along a curve to the right having a radius of 8594.42 feet, tangent at its point of beginning to the last described straight line, a distance of 82.49 feet;

thence northwesterly along a straight line tangent to the end of the last described curve, a distance of 275.68 feet;

thence northwesterly along a curve to the right having a radius of 5729.65 feet, tangent at its point of beginning to the last described straight line, a distance of 36.7 feet;

thence northwesterly along a straight line tangent to the end of the last described curve, a distance of 467.9 feet to the end of said spur track.

JAN 29 1965

CARG003264

BOOK 221 PAGE 193

Reserving unto Grantor, however, the right and privilege to use the above-described property for any purposes not inconsistent with the easement granted hereby, including but not limited to the right to use said property for driveway purposes and for pipe line and wire line crossings.

TO HAVE AND TO HOLD the same unto said Grantee so long as it or its successors, assigns or lessees or any of them shall continue to maintain, operate and use the said railroad tracks located thereon. It is understood that said Grantee and its successors, assigns or lessees shall have the right to maintain, operate and use said tracks so long as they or any of them may desire to do so, and that the non-use of such premises by said Grantee, its successors, assigns or lessees for a continuous period of one year shall be effective to terminate the license, permission and easement hereby granted, and the property hereinabove described shall thereupon revert to the Grantor free and clear of such license, permission and easement.

IN WITNESS WHEREOF, the Grantor has executed this document by its officers thereunto duly authorized this 17th day of March, 1964.

PEAVEY COMPANY

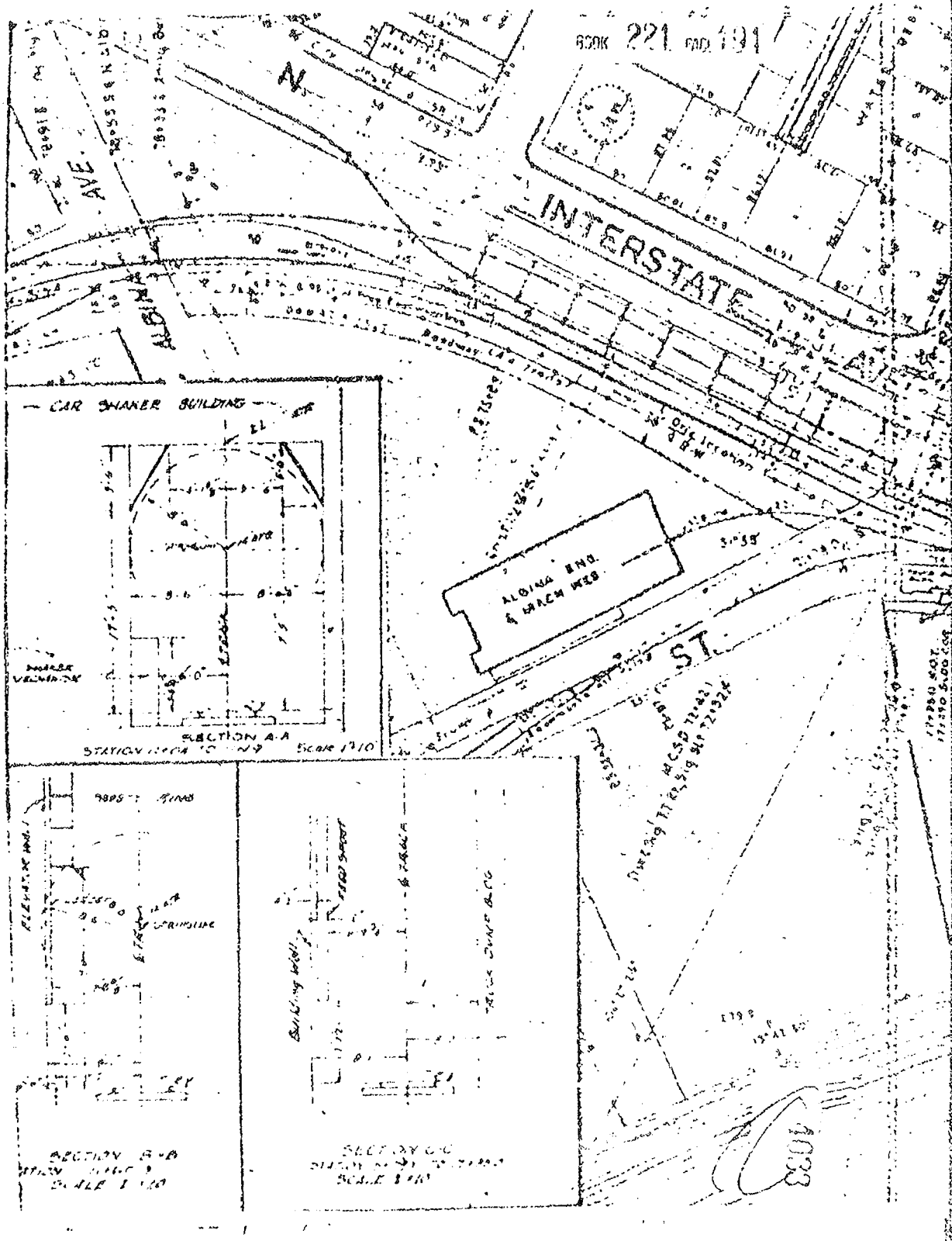
By _____
Vice President

Attest:

_____
Secretary

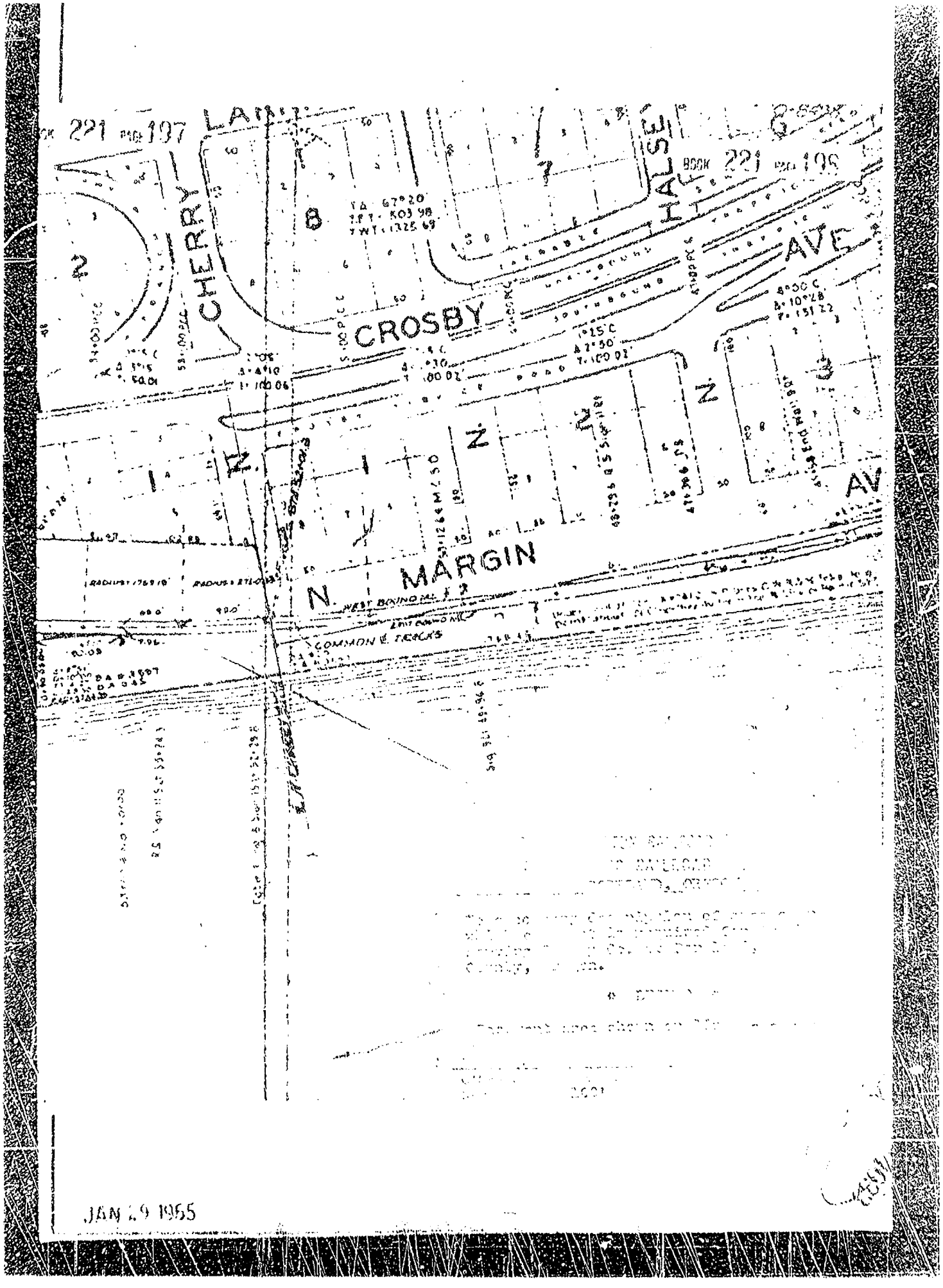
-4-

JAN 29 1965



JAN 23 1965

CARG003266



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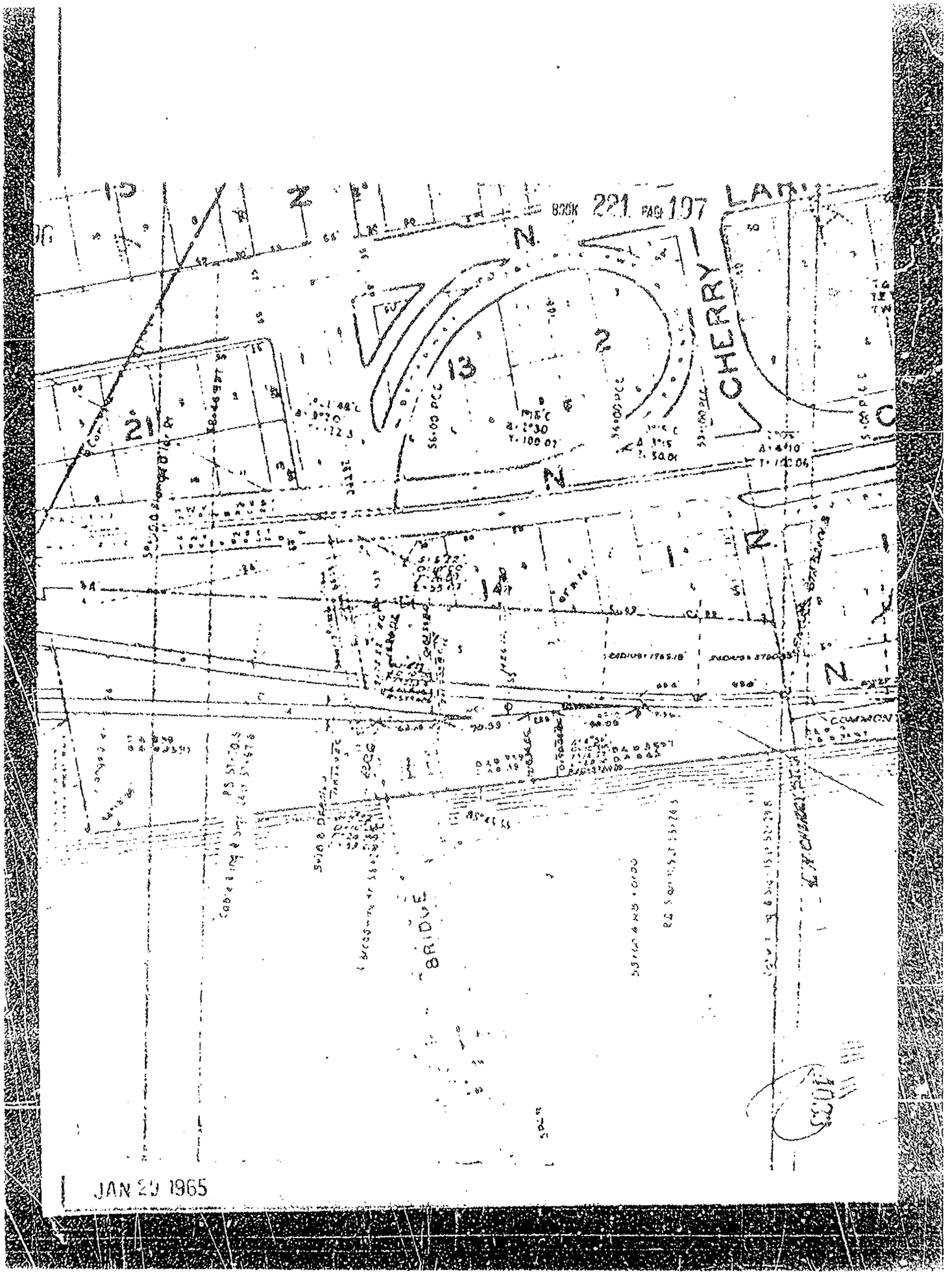
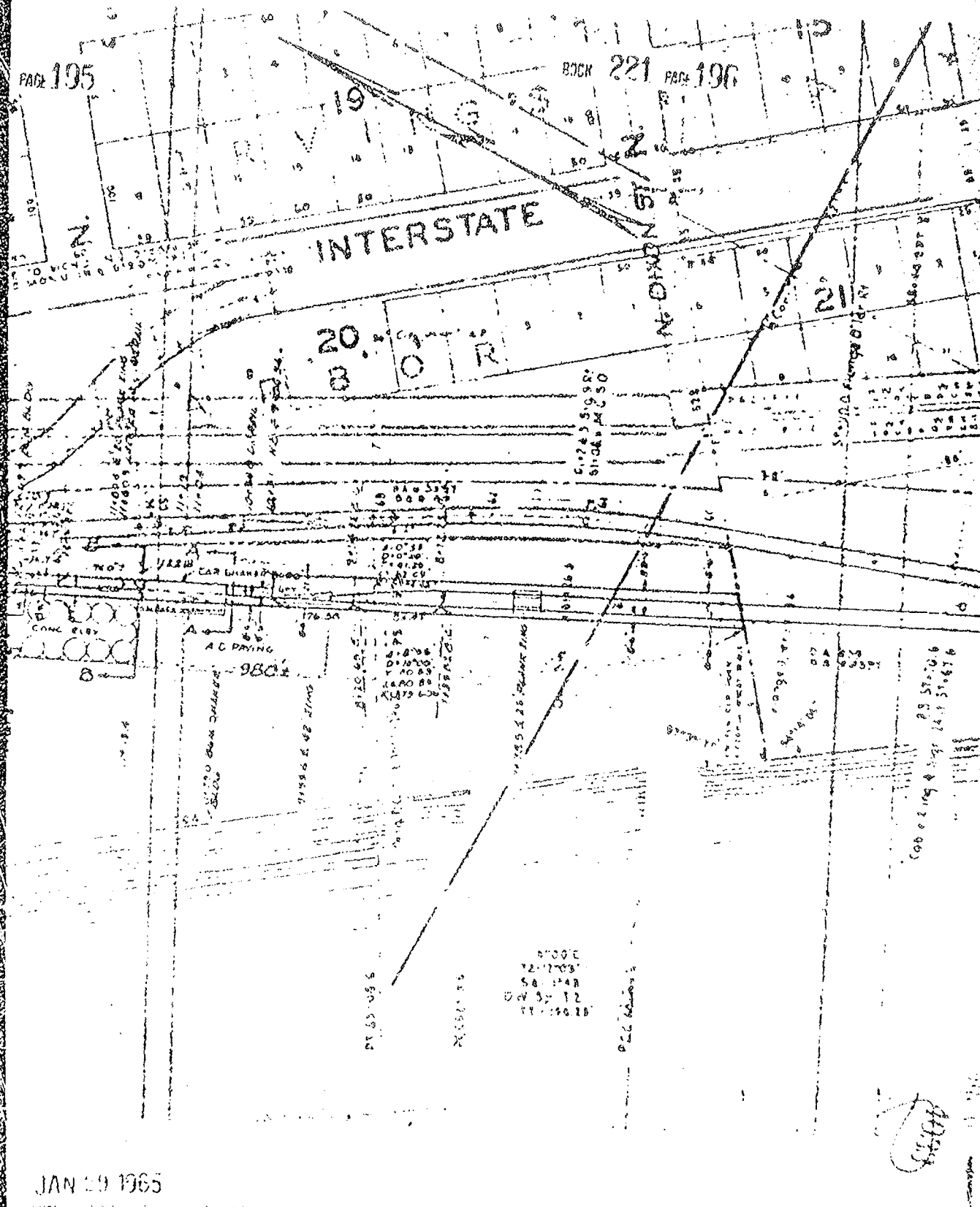
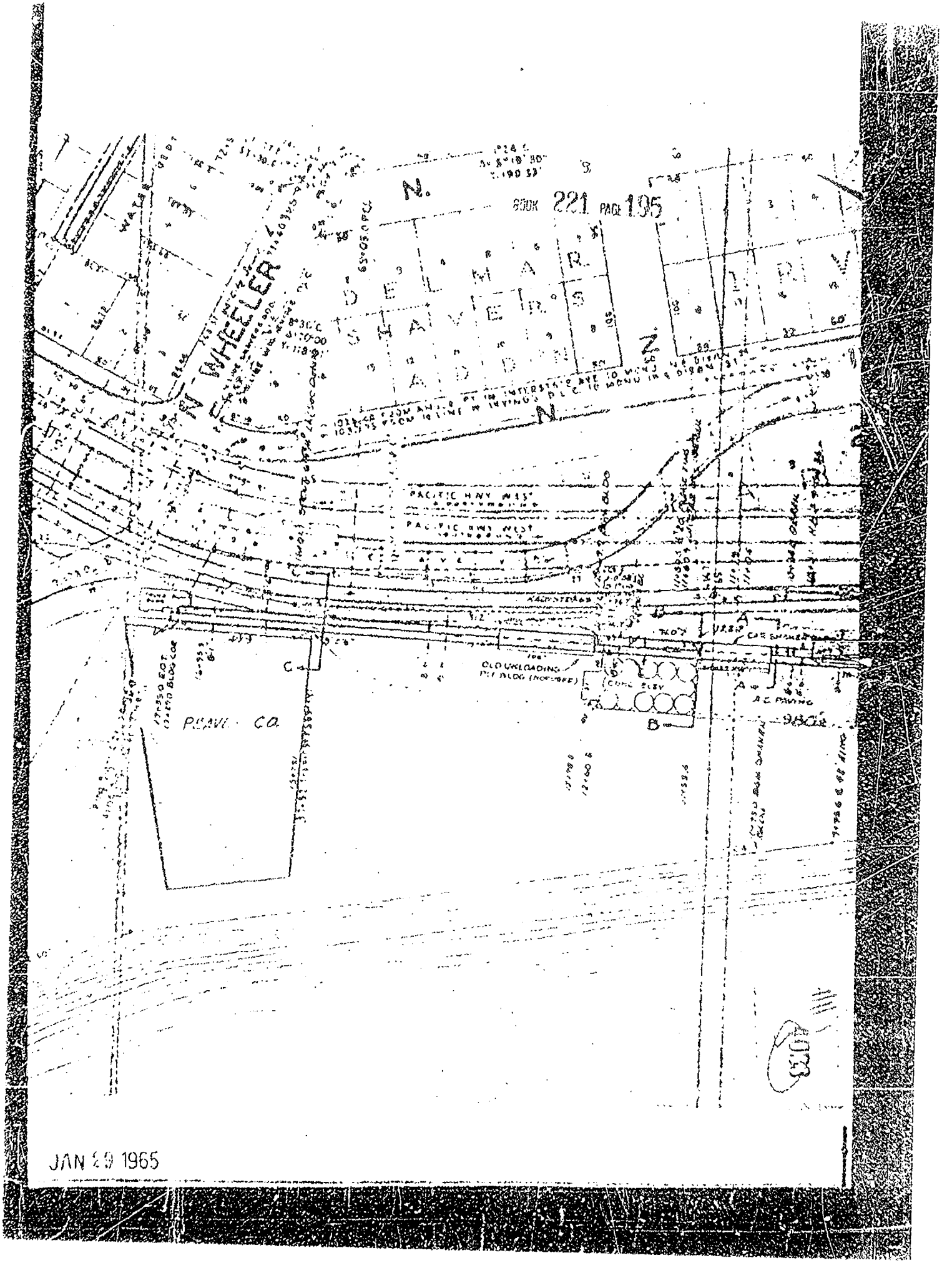


CARG003268



JAN 29 1965

CARG003269


BOOK 221 PAGE 195
N. WHEELER
DELMAR
SHAVERS
ADDN
N.
PACIFIC HWY WEST
PACIFIC HWY WEST
OLD UNLOADING
PLF BLDG (NOPUSKE)
CONC ELEV
A.C. PAVING
PEAVE CO.
JAN 29 1965

CARG003270

PD-14 - PD-50

PACIFIC POWER & LIGHT COMPANY
COUNTERPART

EASEMENT

BOOK 583 PAGE 1456

THIS AGREEMENT entered into this 12TH day of SEPTEMBER, 1957, by and between ALBINA ENGINE & MACHINE WORKS, INC., a corporation, hereinafter called "Albina".,and PACIFIC POWER & LIGHT COMPANY, a corporation, hereinafter called "Pacific";

W I T N E S S E T H:

RECITALS:

Albina is the owner of the following described real property situated in the City of Portland, Multnomah County, State of Oregon, to-wit:

493851

Beginning at the East corner of River Lot 19, Albina, where the Southeast line of said Lot intersects N. River Street; running thence Southeasterly along N. River Street 66 feet; thence at right angles to said N. River Street and parallel with said Southeast line of River Lot 19 and an extension thereof to the present Harbor Line of the Willamette River; thence along said Harbor Line 60 feet down-stream to the point where said Harbor Line intersects an extension of the Southeasterly line of said River Lot 19; thence along the extension of the Southeasterly line and along the Southeasterly line of River Lot 19 to the point of beginning.

said real property is entered on the tax rolls of Multnomah County, Oregon, as Tax Lot 70, Section 27, Township 1 North, Range 1 East, W.M. and hereinafter, for brevity, is called "Tax Lot 70"; among its other activities, Albina is engaged in the business of shipbuilding, in connection with which it uses and maintains ways for the building of ships and small vessels.

Pacific is a public utility engaged in the delivery of electric power and the maintenance of electric power and communication cables together with all necessary and desirable facilities and appurtenances in connection therewith.

For a long time last past Pacific has owned and maintained electric power and communication cables under the Willamette River emerging on Tax Lot 70 and continuing beneath the surface thereof to a manhole in North River Street; Pacific now desires to replace its present cables with new cables at a greater depth under said river and, as before, to continue the same beneath the surface of Tax Lot 70 to the manhole last mentioned.

Being a public utility, Pacific has the right of condemnation and has threatened to condemn Tax Lot 70 for the purpose of installing and maintaining its cables, lines and facilities under the same connecting with said manhole as indicated

S7916

SEP 27 1957

CARG003271

on the attached map or plat, marked Exhibit "A", which by reference and for a clearer understanding of the purposes hereof is made a part of this easement.

Notwithstanding Pacific's right and threat of condemnation, the parties hereto have agreed upon an amicable settlement and adjustment of the matters herein related, out of court.

Heretofore Albina has constructed a certain bulwark and piling within the boundaries of that portion of Tax Lot 70 which lies in, or near the easterly shore of the Willamette River.

NOW, THEREFORE, in view of the premises and for the considerations hereinafter stated, including the mutual promises of the parties hereto, they agree as follows:

FIRST: Albina hereby grants unto Pacific a permanent or perpetual easement across that portion of Tax Lot 70 which lies Southwesterly of a line which is 135 feet southwesterly of and parallel to the northeasterly line of said Tax Lot 70, and also the northwesterly 8 feet of even width of said Tax Lot 70 (except that portion thereof occupied by the fire boat station), all as shown outlined in red on said Exhibit "A"; that portion of Tax Lot 70 upon which said easement is granted is hereinafter, for brevity, called "Tract One"; also for brevity, that portion of Tax Lot 70 which is not included in said easement is called "Albina's adjacent premises." The words last quoted do not include, however, Albina's adjoining property situated Southeasterly of said Tax Lot 70. As consideration for the granting of the easement set forth in this agreement, Pacific agrees to pay forthwith to the order of Albina the sum of $50,000.

SECOND: Pacific shall be entitled to the immediate and exclusive possession of Tract One for the purpose of constructing and installing new electric power and communication cables beneath the surface thereof and to replace existing cables now installed under Tax Lot 70; Pacific may excavate, tunnel or trench under Tract One, may drive piling and erect cofferdams thereon, may change the elevation of the surface thereof and may perform any other operations thereon or thereunder as it may deem necessary or desirable in the construction and installation of said new cables and transmission lines and the removal of existing lines and cables; provided, however, that said new electric power and communication cables and replacements thereof shall not be closer than 3 feet to the present surface of Tract One nor closer than 30 feet from the Southeasterly line of Tract One. Pacific's

Prepared by Portland National Title Insurance Company

SEP 27 1967

CARG003272

right to the exclusive possession of Tract One shall expire December 31, 1968, on or before which date Pacific promptly shall restore the surface of Tract One to the same condition as of the date hereof, shall replace any portion of said bulwark and piling theretofore removed by it and shall surrender the surface of Tract One to Albina save and except for the manhole shown on Exhibit "A" and except for the facilities now or hereafter permanently installed by Pacific thereon pursuant to this agreement.

THIRD: Pacific shall submit its plans for such new facilities to Albina as soon as such plans have been completed and shall not commence construction or installation of such new facilities until Albina has approved the proposed locations of the same, which approval shall not be unreasonably withheld.

FOURTH: Pacific promptly shall reimburse Albina for any damages to property or equipment on Albina's adjacent premises caused by or arising out of Pacific's said activities on or adjacent to said Tract One or, at the election of Pacific, shall repair the same to the reasonable satisfaction of Albina.

FIFTH: At all times Pacific shall have the right to operate and maintain and, in its discretion, to remove any or all underground conduits now or hereafter installed on Tract One and all necessary and desirable ducts, manholes, vaults or other appurtenances thereto for electric power and communication cables under and across Tax Lot 70 in the location and along the routes as the same are now constructed and installed in and under said real property, as approximately shown on the map marked Exhibit "A" attached hereto and by this reference made a part hereof, together with the right of access over and across Albina's adjacent premises for all purposes provided herein, provided that such access shall not unreasonably interfere with the activities of Albina thereon; and together with the further right to reconstruct, rebuild and replace said conduits, ducts, cables, manholes, vaults and other appurtenant facilities with facilities similar in function and of equal or greater size or capacity, at the same locations or immediately adjacent to their present locations, as Pacific may deem necessary in its operations as a public utility, and including the right to the use of the surface of Tract One which lies along the northwesterly side of the concrete building marked "Fire Boat Station" on said Exhibit "A" and of a strip of land of reasonable width not exceeding ten feet adjacent to its said cables, transmission lines and other installations during any reconstruction, repair, replacement,

SEP 27 1967

CARG003273

maintenance or removal of said facilities.

SIXTH: Albina shall not at any time, without the written consent of Pacific, drive piling or place other subsurface supporting devices within ten feet of the centerline of said new electric power and communication cables, wherever actually installed, nor construct, erect or place or permit the construction, erection or placement of any buildings, structures, equipment, stockpile of material or other installations on that portion of Tract One on which piling may not be driven, it being understood and agreed, however, that after December 31, 1968, and subsequent thereto, Albina may use the waters of the Willamette River within Tract One for the repair, outfitting, moorage and storage of vessels and water-craft, and also may use that portion of Tract One lying ten feet southeasterly of the centerline of said newly installed electric power and communication cables for the construction, use and maintenance of ship ways and the anchorage and supports thereof; further, that at all times after the date last mentioned, Albina may remove and replace any of the bulwark and/or piling mentioned in the foregoing recitals and may use all of the surface of Tract One for roads, driveways, vehicular parking, storage and other purposes which do not curtail or unreasonably interfere with the rights of Pacific hereunder.

SEVENTH: Pacific heretofore, with Albina's consent, has conducted boring operations on Tract One to determine the nature of the subsoil and, more especially, the existence of hardpan beneath the surface of Tract One; Pacific agrees to make the results of its said operations available to Albina at any time upon demand.

EIGHTH: Pacific shall have the right to install and maintain a target or other convenient marker on the surface of said right of way, as near to the shore of the river as is practicable, to indicate to river traffic the location of said cables, transmission lines and conduits and their extensions under the Willamette River.

NINTH: Pacific shall indemnify and hold Albina and its officers and employees harmless from and against any and all claims and liability for injury to persons or damage to property caused by or arising out of Pacific's exercise of the rights herein granted, except as may be caused by the sole or contributing negligence of Albina, its officers, employees or agents.

TENTH: The easement herein granted shall cease if and when said cables, lines and the other facilities shall have been abandoned by Pacific. Upon such

SEP 27 1967

CARG003274

abandonment, Pacific, at its expense, promptly shall fill the manhole in Tract One after removing the cover and sides thereof.

ELEVENTH: This contract shll bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but their respective successors in interest as well.

IN WITNESS WHEREOF, the said parties have executed this agreement on this, the day and year first above written.

ALBINA ENGINE & MACHINE WORKS, INC.

By _____ President

Attest: _____ Secretary

PACIFIC POWER & LIGHT COMPANY

By _____ Vice President

Attest: _____ Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 30th day of August, 1967, personally appeared L. R. HUSSA who, being duly sworn, did say that he is the President of Albina Engine & Machine Works, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for Oregon
My commission expires: Nov. 18, 1967

BOOK 583 PAGE 1460

SEP 27 1967

CARG003275

STATE OF OREGON)
) ss.
County of Multnomah)

BOOK 583 PAGE 1461

On this 12TH day of SEPTEMBER, 1967, personally appeared G. L. BEARD who, being duly sworn, did say that he is the Vice President of Pacific Power & Light Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Richard L. Bach
Notary Public for Oregon
My commission expires: APRIL 23, 1969

RICHARD D. BACH
NOTARY PUBLIC

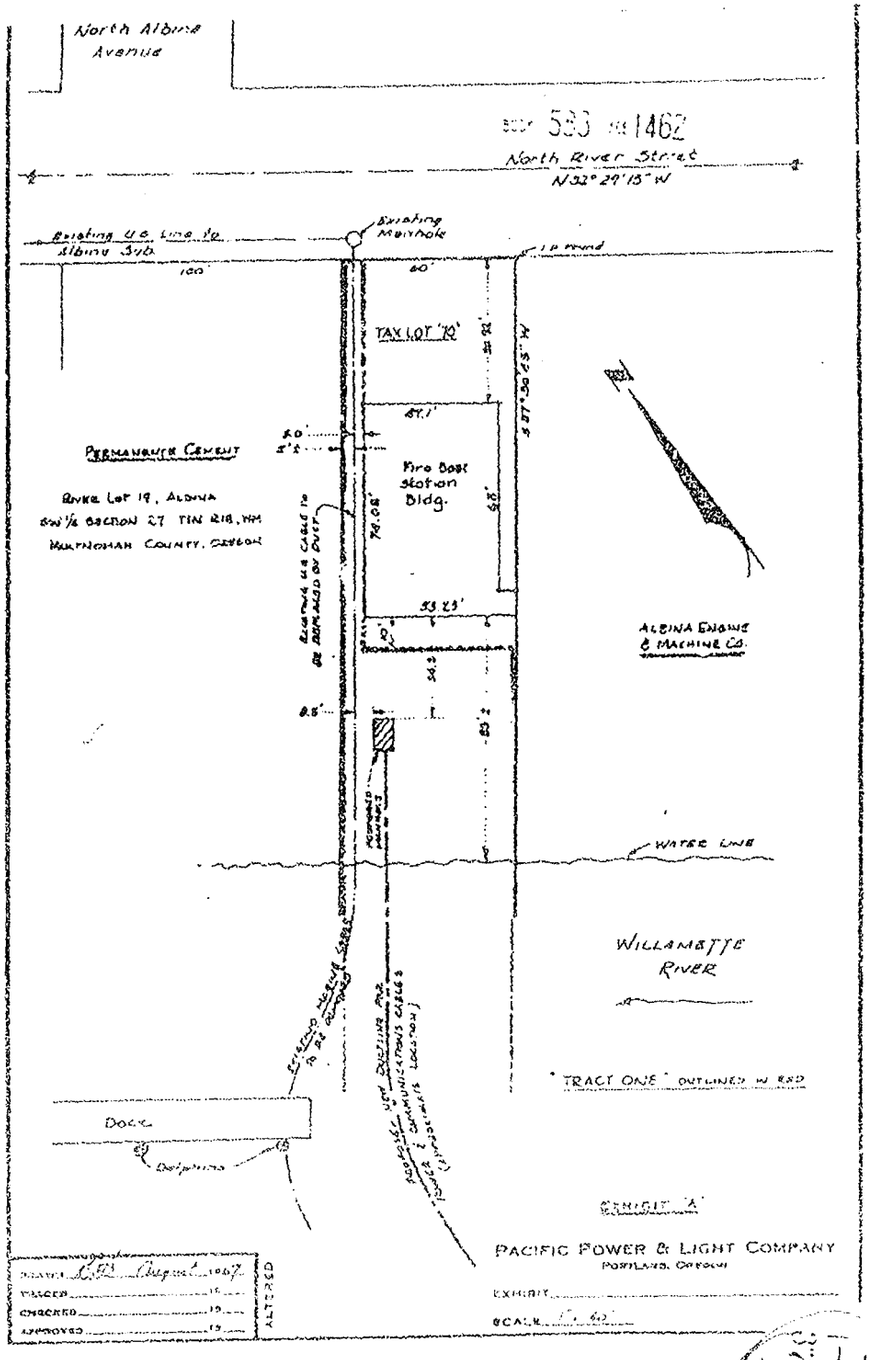
Bonded by Pioneer National Title Insurance Company

37316

- 6 -

SEP 27 1967

CARG003276



SEP 27 1957

CARG003277

B 160

SUPPLEMENT TO EASEMENT

THIS SUPPLEMENTAL AGREEMENT entered into this 6th day of November, 1968, by and between ALBINA ENGINE & MACHINE WORKS, INC., a corporation, hereinafter referred to as "Albina," and PACIFIC POWER & LIGHT COMPANY, a corporation, hereinafter referred to as "Pacific";

W I T N E S S E T H :

RECITALS:

A. By instrument dated September 12, 1967, and recorded in Book 583, Page 1456, Deed Records of Multnomah County, Oregon, Albina has granted to Pacific an easement for the installation, construction, and maintenance of electric power and communication lines beneath the surface of a tract of land in Section 27, Township 1 North, Range 1 East, W.M., City of Portland, Multnomah County, Oregon (Tax Lot 70).

B. Pacific Northwest Bell Telephone Company, hereinafter referred to as "the Telephone Company," proposes to install, operate, and maintain telephone cables, conduits, ducts, manholes, and other necessary and desirable appurtenances crossing the Willamette River immediately adjacent to the power and communication lines to be installed by Pacific, and Albina has no objection to a common use of Pacific's right of way by the Telephone Company and Pacific.

NOW, THEREFORE, in consideration of the premises, Albina and Pacific agree that said Easement dated September 12, 1967, shall be and is hereby supplemented by the addition of the following:

1. Pacific shall have the right to grant permission to the Telephone Company to install, construct, operate and maintain telephone cables, conduits, ducts, manholes, and other necessary and desirable appurtenances thereto beneath the surface of said Tax Lot 70 and immediately adjacent to and on the westerly side of the power and communication lines to be installed by Pacific pursuant to the easement first above mentioned. All installations of the Telephone Company pursuant hereto shall be completed before December 31, 1968.

49847

DEC 12 1968

2. Such permission shall be upon and subject to all of the terms and conditions of said Easement dated September 12, 1967, including but not limited to the requirements that:

a. Plans for such telephone facilities shall be submitted to Albina for approval prior to the commencement of construction;

b. Albina shall be reimbursed for any damage to property or equipment on Albina's adjacent premises arising out of the Telephone Company's activities on said right of way, or such damage shall be repaired; and

c. Albina shall be indemnified and held harmless from and against any and all claims and liability for injury to persons or damage to property caused by or arising out of the Telephone Company's use of said right of way, except as may be caused by the sole or contributing negligence of Albina, its officers, employees, or agents.

3. Except as expressly provided above, said Easement dated September 12, 1967, shall remain unchanged and unaffected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement on this, the day and year first written above.

ALBINA ENGINE & MACHINE WORKS, INC.

By: _____
President

Attest: _____
Secretary

PACIFIC POWER & LIGHT COMPANY

By: _____
Vice President

Attest: _____
Assistant Secretary

39847

DEC 12 1968

CARG003279

BOOK 654 PAGE 169

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 5th day of November, 1968, personally appeared L R Harris who, being duly sworn, did say that he is the President of Albina Engine & Machine Works, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon
My commission expires: Jan 26 1971

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 18th day of November, 1968, personally appeared G L Reed who, being duly sworn, did say that he is the Vice President of Pacific Power & Light Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon
My commission expires:

49817

DEC 12 1968

CARG003280

PLEASE RETURN THIS COPY TO
PACIFIC POWER & LIGHT COMPANY

PERMIT

THIS PERMIT AGREEMENT entered into by and between PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter referred to as "Pacific," and PACIFIC NORTHWEST BELL TELEPHONE COMPANY, hereinafter referred to as "Telephone Company,"

W I T N E S S E T H:

WHEREAS, by instrument dated September 12, 1967, and recorded in Book 583, Page 1456, Deed Records of Multnomah County, Oregon, Albina Engine and Machine Works, Inc., hereinafter referred to as "Albina," granted to Pacific an Easement for the installation, construction, and maintenance of electric power and communication lines beneath the surface of a tract of land in Section 27, Township 1 North, Range 1 East, W.M., City of Portland, Multnomah County, Oregon (Tax Lot 70); and

WHEREAS, subsequently by Supplement to Easement dated November 6, 1968, recorded in Book 654, Page 1158, Deed Records of Multnomah County, Oregon, Albina gave Pacific the right to grant to Telephone Company permission to install and maintain telephone cables and associated facilities beneath said tract of land; and

WHEREAS, Pacific now desires to grant such permission to Telephone Company;

NOW THEREFORE, in consideration of $10.00 and other consideration Pacific, its successors and assigns, hereby grants to Telephone Company permission to install, construct, operate and maintain telephone cables, conduits, ducts, manholes, and other necessary and desirable appurtenances thereto beneath the surface of said Tax Lot 70 and adjacent to and on the westerly side of the power and communication lines installed by Pacific pursuant to the Easement above mentioned, subject to and upon the following terms and conditions:

1. All installations of Telephone Company pursuant hereto shall be completed before December 31, 1968.

2. The permission hereby granted shall be subject to all applicable terms and conditions of said Easement dated September 12, 1967

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APR 14 1969

CARG003281

and said Supplement to Easement dated November [illegible], 1966. All rights granted to Pacific for the benefit of Pacific Northwest Bell under said Supplement to Easement not inconsistent herewith are hereby assigned to Telephone Company.

3. Telephone Company shall submit plans for such telephone facilities to Albina for approval prior to the commencement of construction.

4. Telephone Company shall reimburse Albina for any damage to property or equipment on Albina's adjacent premises arising out of the Telephone Company's activities on said right of way, or shall repair such damage, and shall hold Pacific harmless from liability therefor.

5. Telephone Company shall indemnify and hold Albina harmless from and against any and all claims and liability for injury to persons or damage to property caused by or arising out of Telephone Company's use of said right of way, except as may be caused by the sole or contributing negligence of Albina, its officers, employees or agents.

Dated this 21st day of March, 1969.

PACIFIC POWER & LIGHT COMPANY

By [signature]
Vice President

Attest: [signature]
Assistant Secretary

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

By [signature]
Division Engineer-Outside Plant

Attest: [signature]

RFY

Approved as to Form

By [signature]
Attorney for
Pacific Northwest Bell Telephone Company

APR 14 1969

13325

CARG003282

STATE OF OREGON)
) ss.
County of Multnomah)

On this [illegible] day of March, 1969, personally appeared G. L. Board who, being duly sworn, did say that he is the Vice President of Pacific Power & Light Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

[signature]
Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this 27th day of March, 1968, personally appeared G. W. Drynan who, being duly sworn, did say that he is the Division Engineer-OSP of Pacific Northwest Bell Telephone Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

[signature]
Notary Public for Oregon
My commission expires: Jan. 8, 1971

- 3 -

13325

APR 14 1969

CARG003283

BOOK 680 PAGE 863

SUPPLEMENT TO EASEMENT

THIS SUPPLEMENTAL AGREEMENT entered into this 6TH day of November, 1968, by and between ALBINA ENGINE & MACHINE WORKS, INC., a corporation, hereinafter referred to as "Albina," and PACIFIC POWER & LIGHT COMPANY, a corporation, hereinafter referred to as "Pacific";

W I T N E S S E T H :

RECITALS.

A. By instrument dated September 12, 1967, and recorded in Book 583, Page 1456, Deed Records of Multnomah County, Oregon, Albina has granted to Pacific an easement for the installation, construction, and maintenance of electric power and communication lines beneath the surface of a tract of land in Section 27, Township 1 North, Range 1 East, W.M., City of Portland, Multnomah County, Oregon (Tax Lot 70).

B. Pacific Northwest Bell Telephone Company, hereinafter referred to as "the Telephone Company," proposes to install, operate, and maintain telephone cables, conduits, ducts, manholes, and other necessary and desirable appurtenances crossing the Willamette River immediately adjacent to the power and communication lines to be installed by Pacific, and Albina has no objection to a common use of Pacific's right of way by the Telephone Company and Pacific.

NOW, THEREFORE, in consideration of the premises, Albina and Pacific agree that said Easement dated September 12, 1967, shall be and is hereby supplemented by the addition of the following:

1. Pacific shall have the right to grant permission to the Telephone Company to install, construct, operate and maintain telephone cables, conduits, ducts, manholes, and other necessary and desirable appurtenances thereto beneath the surface of said Tax Lot 70 and immediately adjacent to and on the westerly side of the power and communication lines to be installed by Pacific pursuant to the easement first above mentioned. All installations of the Telephone Company pursuant hereto shall be completed before December 31, 1968.

91469

JUN 3 1969

CARG003284

2. Such permission shall be upon and subject to all of the terms and conditions of said Easement dated September 12, 1967, including but not limited to the requirements that:

a. Plans for such telephone facilities shall be submitted to Albina for approval prior to the commencement of construction;

b. Albina shall be reimbursed for any damage to property or equipment on Albina's adjacent premises arising out of the Telephone Company's activities on said right of way, or such damage shall be repaired; and

c. Albina shall be indemnified and held harmless from and against any and all claims and liability for injury to persons or damage to property caused by or arising out of the Telephone Company's use of said right of way, except as may be caused by the sole or contributing negligence of Albina, its officers, employees, or agents.

3. Except as expressly provided above, said Easement dated September 12, 1967, shall remain unchanged and unaffected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement on this, the day and year first written above.

ALBINA ENGINE & MACHINE WORKS, INC.

By: _____
President

Attest: _____
Secretary

PACIFIC POWER & LIGHT COMPANY

By: _____
Vice President

Attest: _____
Assistant Secretary

Approved as to Form

By _____
Attorney for
Pacific Northwest Bell Telephone Company

JUN 3 1969

CARG003285

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.

BOOK 680 PAGE 865

On this 14th day of November, 1968, personally appeared L. R. Thomas who, being duly sworn, did say that he is the President of Albina Engine & Machine Works, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon
My commission expires: Jan

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.

On this 22nd day of November, 1968, personally appeared G. L. Beard who, being duly sworn, did say that he is the Vice President of Pacific Power & Light Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon
My commission expires:

NOTARY PUBLIC FOR OREGON
My Commission Expires

21159

JUN 3 1969

CARG003286

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OFFICE OF

BOOK 926 PAGE 1398

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 415
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND.

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of ORDINANCE NO. 136458, passed by the Council May 3, 1973, being, "An Ordinance granting a revocable permit to Kerr Grain Corporation to install and maintain a private 4-inch pressure sewer line in and under the street area of N. River Street between N. Albina Avenue and N. Interstate Avenue, and declaring an emergency",

with the original thereof, and that the same is a full, true and correct copy of such original

ORDINANCE NO. 136458,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 4th day of May, 1973.

George Yerkovich

Auditor of the City of Portland

By Edna Cerrone Deputy

MAY 15 1973

CARG003287

ORDINANCE NO. 153458

An ordinance granting a revocable permit to Kerr Grain Corporation to install and maintain a private 4-inch pressure sewer line in and under the street area of N. River Street between N. Albina Avenue and N. Interstate Avenue, and declaring an emergency.

The City of Portland ordains:

Section 1. It appearing to the Council that Kerr Grain Corporation, 1300 SW 5th Avenue, 97201 has through Harder Mechanical Contractors, Inc. requested permission to install and maintain a private 4-inch pressure sanitary sewer line in and under the street area of N. River Street between N. Albina Avenue and N. Interstate Avenue adjacent to Tax Lot 39, Sec. 27, T.1N. R.1E., W.M.; that said private sewer is needed to comply with Section 17.32.090 of the Code of the City which prohibits the discharge of sanitary wastes into a City storm sewer; that under certain conditions granting the desired permission will not be detrimental to the public interest; now, therefore, a revocable permit hereby is granted Kerr Grain Corporation (hereinafter referred to as the grantee) to install and maintain a private 4-inch pressure sanitary sewer line in and under the street area of N. River Street between N.Albina Avenue and N. Interstate Avenue as described above and located as shown on the plan marked Exhibit "A" attached to the original copy of this ordinance which plan is hereby made a part of this ordinance, subject to the following conditions:

(a) Grantee hereby covenants and agrees that said property owned by it shall be counted in favor of any sewer lines which shall be planned by the City of Portland for serving the property described above, and further covenants and agrees not to remonstrate against the construction of any such said sewer line and the assessment of said property for its proportionate portion of the cost thereof.

(b) This permit is for the use of street area only and shall not exempt the grantee from taking out license or permit required by existing ordinance for any operation or maintenance under the permit hereby granted, nor shall this permit waive the provisions of any general ordinance of the City or its Charter.

(c) The laying of said sewer line within street area shall be as directed by and to the satisfaction of the City Engineer. Any maintenance required by any portion of said sewer line within street area shall be attended to by the grantee immediately at its own cost as directed by and to the satisfaction of the City Engineer. The size and type and any changes in location during construction of said sewer line shall be approved by the City Engineer.

MAY 15 1973

CARG003288

CARG003289

BOOK 1025 PAGE 501

OFFICE OF

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 004
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND. } ss

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Conditional Use Request No. CU 3-75 for a fill on Tax Lot 29, Section 27, T1N, R1E; approval with condition,

2 SW 27
1N 1E

with the original thereof, and that the same is a full, true and correct copy of such original

CU 3-75

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody, together with required acceptance.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 24th day of January, 1975.

George Yerkovich

Auditor of the City of Portland

By Edna Cervera Deputy

15280

JAN 27 1975

CARG003290

BOOK 1025 PAGE 502

CITY OF PORTLAND

INTER-OFFICE CORRESPONDENCE

(NOT FOR MAILING)

From Bureau of Planning

To Bureau of Buildings

Addressed to C. N. Christiansen, Building Inspections Director

Subject Conditional Use Request No. CU 3-75

Dear Mr. Christiansen:

On January 14, 1975 the Zoning Committee of the City Planning Commission met and considered the following Conditional Use request:

Applicant: Dillingham Corp., deedholder

Conditional Use Requested: Fill

On property legally described as: Tax Lot 28, Section 27, T1N, R1E

In zone: M1 Quarter Section: 2829

Located at: 840 N. River Street near N. Albina Avenue at the Willamette River

The Committee action was as follows: Approval for a 6,400 cubic yard fill for a 2-year period with the condition that the applicant obtain a grading permit as required by Chapter 70 of the Uniform Building Code and comply with any conditions imposed by the City Traffic Engineer, City Engineer, State Land Board, Port of Portland, Department of Environmental Quality, and the U.S. Army Corps of Engineers.

Waive the 14-day waiting period.

Sincerely,

Ernest R. Bonner
Planning Director

PC CU-01
500

JAN 27 1975

CARG003291

OFFICE COPY

File No. 122-8085
ER/RDO No. 31-710-122
ER No. 8898

RIGHT-OF-WAY EASEMENT
(Corporate)

BOOK 1114 PAGE 718

For value received, Bunge Corporation, a corporation, hereinafter referred to as Grantor, does hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Multnomah County, State of Oregon, to wit:

A portion of the Southwest 1/4 of Section 27, Township 1 North, Range 1 East, Willamette Meridian, State of Oregon.

This easement granted for the installation of an underground electrical circuit, as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

In consideration hereof, the Grantee shall at all times indemnify and save harmless the Grantor, its successors and assigns, against all claims, demands or actions arising out of any loss of or damage to property, or injury to or death of persons, which may be due in any way to the installation, use, maintenance or presence of the said right-of-way and easement (except for such claims, demands, or actions arising out of the sole negligence of the Grantor).

Together with the right of ingress and egress over the adjacent lands of the Grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantor reserves the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantor (including its successors or assigns) shall conform strictly to the provisions of any then applicable safety code or regulations pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 24th day of June, 1976

Bunge Corporation

By: [signature]
Senior Vice President (Title)

Attest: [signature]
Secretary (Title)

STATE OF NEW YORK
County of NEW YORK } ss.

On this 24th day of June, 1976, before me personally appeared Carl C. Brasmer, to me personally known to be the Sr. Vice President of the corporation that executed the within and foregoing instrument; who, duly sworn, on oath did say: that he is the Sr. Vice Pres. of the corporation that executed the within foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

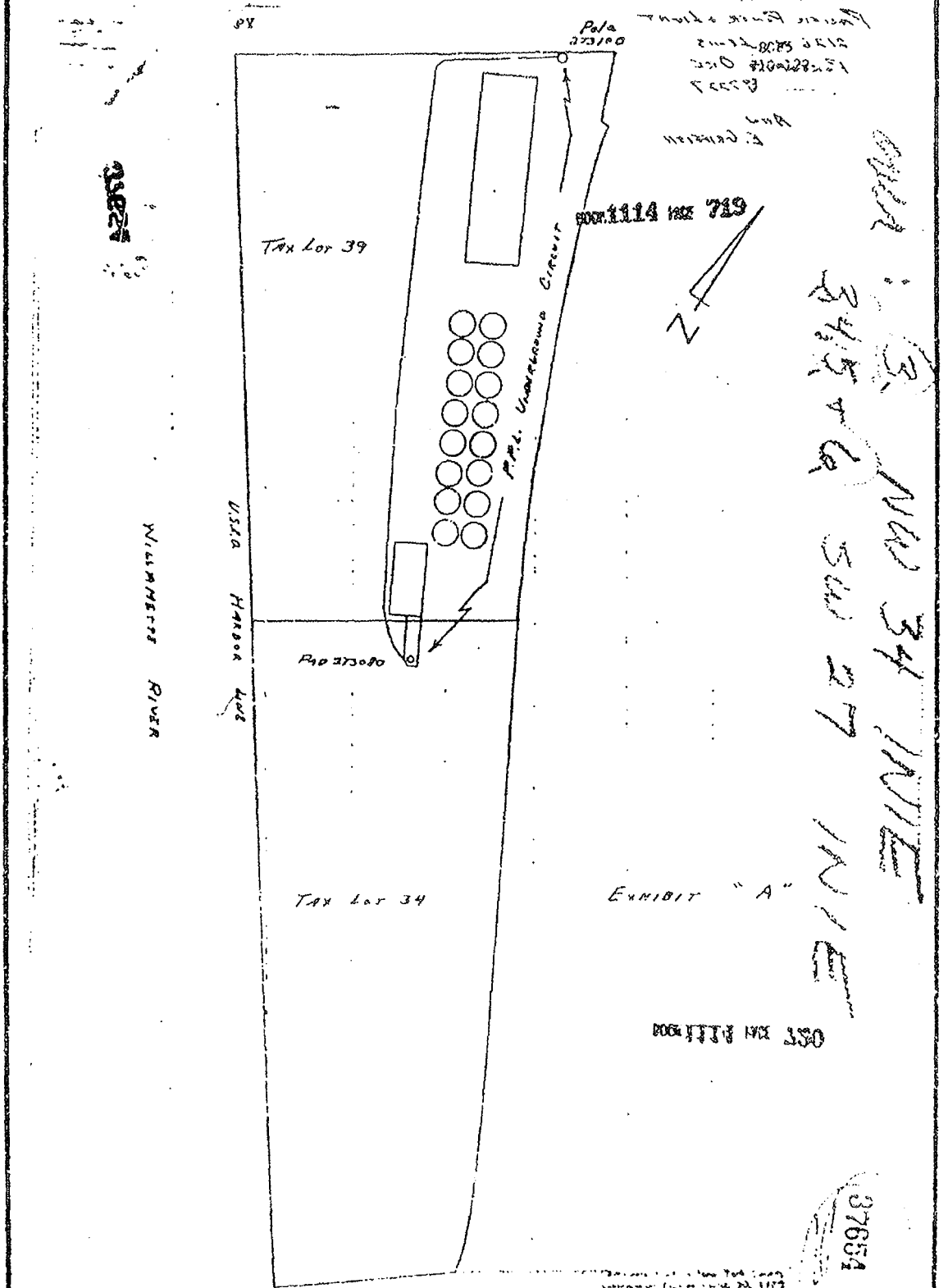
[signature]
Notary Public for
Residing at
My commission expires

ELEANOR R. LAVIER
Notary Public, State of New York
No. 31-4880300
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1977

37654

JUL 9 1976

CARG003292



JUL 9 1976

CARG003293

BOOK OF RECORDS 4 12 1978

COMPANY COPY

FORM 2"28 1-68

File No. 122-9442
ER/WO No. 31-708-122
10195

RIGHT-OF-WAY EASEMENT
(Corporate)

BOOK 1255 PAGE 437

For value received, Bunge Corporation a New York corporation, hereinafter referred to as Grantor, does hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Multnomah County, State of Oregon, to wit:

A portion of Tax Lot 39, Southwest 1/4 of Section 27, Township 1 North, Range 1 East, Willamette Meridian. This easement granted for the installation of overhead guying, as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

Together with the right of ingress and egress over the adjacent lands of the Grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantor reserves the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantor (including its successors or assigns) shall conform strictly to the provisions of any then applicable safety code or regulations pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 14th day of February, 19 78.

Bunge Corporation

By: Richard C. Berger Vice President
(Title)

Attest: (Title)

STATE OF)
) ss.
County of)

On this 14th day of February, 19 78, before me personally appeared Richard C. Berger, to me personally known to be the Vice President of the corporation that executed the within and foregoing instrument; who, duly sworn, on oath did say: that he is the of the corporation that executed the within foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

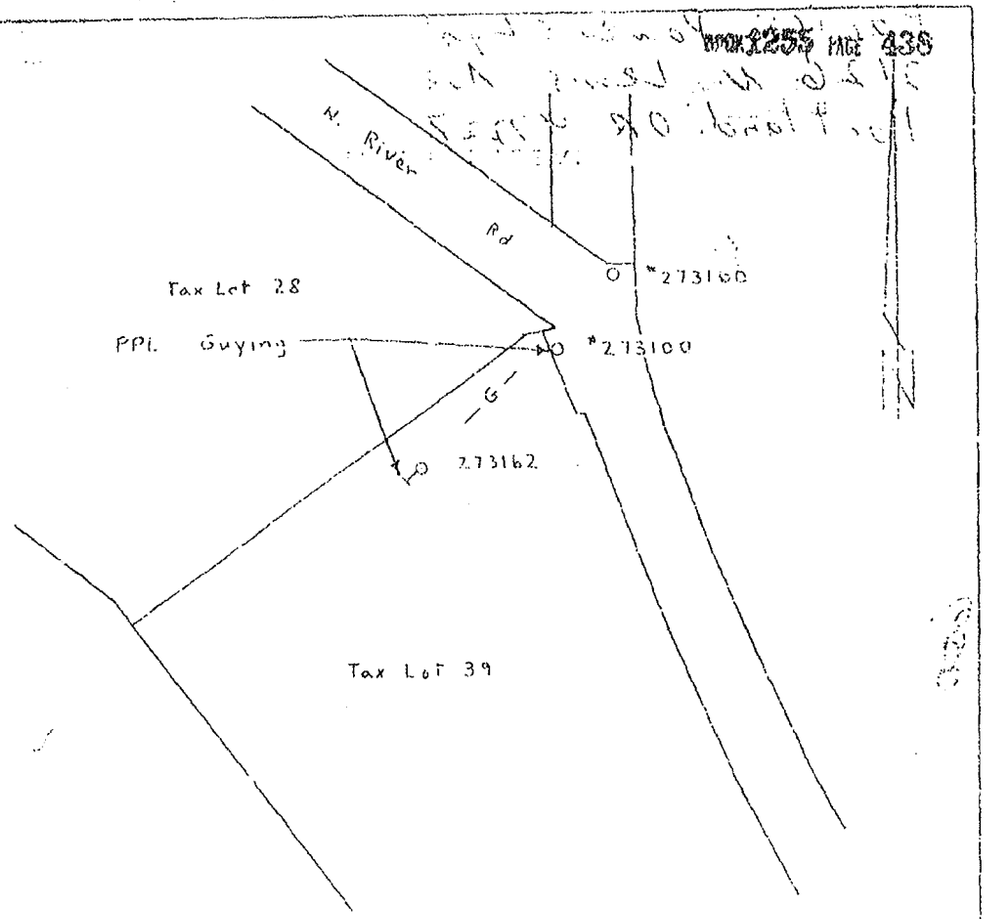
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Notary Public for Oregon
Residing at Portland, Oregon
My commission expires My commission expires on August 7 1980

CARG003294

BOOK OF RECORDS 4 12 1978

mor1255 PAGE 438



SW ¼ Sec. 27, T 1N, R 1E WM.

Plat Map # 2829

EXHIBIT "A"

DISTRICT Portland		
NAME Bunge Corporation	FILE NO.	122-9442
LOCATION 800 N. River	ER NO.	31-708-122
MAP NO. 1N 01E 27 C	W.O.	10195
DRAWN Jon Weber 2-3-78		

PACIFIC POWER & LIGHT COMPANY

ER SKETCH 00152

SCALE 1" = 100'

CARG003295

BOOK OF RECORDS 4 12 1978

DRAWING		
MAP NO.		
LOCATION		
NAME		
DISTRICT		

SCALE 1" = 100'

BOOK 1255 PAGE 433

PACIFIC POWER & LIGHT COMPANY

EXHIBIT X

26951

STATE OF OREGON } ss. DEED
Multnomah County }

I, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of _____ of said County at

APR 12 1978 9 02 AM

In Book 1255 Page 437

Witness my hand and seal of office affixed.

Director
Department of Administration Services

Rec'd By _____ Deputy

600

Pacific Power & Light
2126 N Lewis Ave
Portland OR 97227

CARG003296

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

HENRY McDOWELL, Plaintiff, v. BUNGE CORPORATION, a New York corporation, Defendant.	No. 9201-00065 MONEY JUDGMENT

ENTERED IN REGISTER
DEC 18 1992
JUDGMENT DOCKET BY EC

This matter came on for trial before a jury December 7 through December 9, 1992. Plaintiff was represented by his attorney, Bruce Bottini, and defendant appeared through its attorney, Richard J. Kuhn.

At the conclusion of all the evidence, Defendant's Motion for a Directed Verdict as to Plaintiff's First Claim for Relief under the Employer's Liability Law was granted. Thereafter, Plaintiff's Second Claim for Relief was submitted to the jury which returned a verdict for the plaintiff and against the defendant in pertinent part as follows:

FILED
DEC 17 1992
4th JUDICIAL DISTRICT

"4. What are plaintiff's damages?

ANSWER: Economic Damages $908,947

Non-Economic Damages $425,000"

Based on the jury verdict rendered December 9, 1992, and on the court's subsequent Order Denying Plaintiff's Motion to Amend his Complaint,

(42200/80298/RJK/125976.1)
SCHWABE, WILLIAMSON & WYATT
Attorneys at Law
Suites 1600-1950, Pacwest Center
1211 S. W. Fifth Avenue
Portland, Oregon 97204-3795
Telephone (503) 222-9981

CARG003297

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered for plaintiff and against defendant Bunge Corporation for economic damages in the amount of $850,000 and for non-economic damages in the sum of $425,000 and for the further sum of $1,018 for plaintiff's costs and disbursements incurred herein.

Money Judgment Pursuant to ORCP 68A(2)(a) and ORS 82.010:

Judgment Creditor	Henry McDowell
Attorney for Judgment Creditor	Bruce A. Bottini
Judgment Debtor	Bunge Corporation
Attorney for Judgment Debtor	Richard J. Kuhn
Amount of Judgment	$1,276,018.00
Interest Owed	0.00
Post-Judgment Interest	9% per annum simple interest
Date Interest Accrues	Entry of Judgment

DATED this 17th day of December, 1992.

The Honorable Robert P. Jones
Circuit Court Judge

Submitted by:

Richard J. Kuhn, OSB #81285
Schwabe, Williamson & Wyatt
Suites 1600-1800, Pacwest Center
1211 S.W. Fifth Avenue
Portland, Oregon 97204-3795
Telephone: (503) 222-9981

Of Attorneys for Defendant

CARG003298

IRVING DOCK

AIR DISCHARGE PERMIT

CARG003299

Oregon

AUG 07 1995

CARGILL INC
PO BOX 5624
MINNEAPOLIS MN 55440-5624

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Re: ACDP RE-ISSUANCE
CHANGE OF NAME
Permit No. 26-2003

Based on your application for a change of name, enclosed is a permit that has been re-issued to:

CARGILL, INCORPORATED

The permit was formerly issued to:

BUNGE CORPORATION.

This re-issued permit became effective when it was signed by the Air Quality Manager. It has been issued pursuant to Oregon Administrative Rules, Chapter 340, Divisions 14 and 28.

If you have administrative questions or comments, please contact Johnny Baumgartner at (503) 229-5582 within the next twenty days. If you have technical questions, call Greg Grunow at (503) 229-5571. Our toll-free number is 1-800-452-4011.

Sincerely,

Greg Grunow
Acting Air Quality Manager
Northwest Region

GGG:jdb

Enclosure

cc: Terri Sylvester/AQ
EPA - Region X
Greg Grunow/NWR

John A. Kitzhaber
Governor

2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ 1

CARG003300

Permit No.: 26-2003
Expiration Date: 7/1/97
Page 1 of 1 Pages

AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5263

Issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Cargill, Incorporated
PO Box 5624
Minneapolis, MN 55440-5624

PLANT SITE LOCATION:

800 N. River Street
Portland, OR 97227

INFORMATION RELIED UPON:

Application No.: 015136

Date Received: 7/20/95

THIS PERMIT PREVIOUSLY ISSUED TO:

Bunge Corporation

LAND USE COMPATIBILITY STATEMENT:

From: City of Portland

Dated: 4/28/92

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Ed Druback, Northwest Region Air Quality Manager — Dated 08/07/95

ADDENDUM NO. 2

In accordance with OAR 340-14-040, Air Contaminant Discharge Permit No. 26-2003, is now issued to:

Cargill, Incorporated

ALL INQUIRIES SHOULD BE DIRECTED TO:

Department of Environmental Quality
Northwest Region
2020 SW Fourth Avenue, Suite 400
Portland, OR 97201-4987
Telephone: (503) 229-5263

Author: RRomsdah at LAWA
Date: 7/7/95 10:40 AM
Priority: Normal
TO: LK.SIMS at LK
TO: LK.DALE at LK
TO: LK.BUTZ at LK
CC: RLaumbac
CC: TMacLeod
CC: JCarrasq
CC: MPaulson
CC: CGD.KLEIN at CGD
Subject: Information needed to complete the Sale and Purchase Docs.

---------- Message Contents ----------

In order to complete the Sale and Purchase Agreements for the Bunge transaction, the information is needed:

Schedule 3.12 - Environmental Conditions
Portland - Dale raised the issue of scrap metal at the bottom of the berth which is facilitating accelerated corrosion of the dock. I need to know if this item should be added to the schedule of environmental conditions.

Osceola - Brian is discussing the items raised by Bunge pursuant to their walk through and the subsequent conference call to resolve the open issues, such as remove of the marine leg and the number and location of underground lines to be removed, and to agree on the scope and timing of Cargill's actions. Bunge must send us their request for remediation relative to the consultant's report.

Price's Landing - I will be sending Cargill's list of environmental conditions to Bunge after I receive a list from Brian of the housekeeping items that Cargill will request Bunge to resolve. I received a list of these items on the 30th but understand that Brian will be reviewing the issues during his visit to the facility and will contact me regarding any additions or deletions - particularly with respect to the possible broken line from the UST.

Schedule 1.1(a)(ii) - Personal Property List
Portland - done
Exchange Property - currently have list which excludes some of the Bunge personal property at Price's landing. Frank will be resolving these issues with Rich Kerwin today and will advise me of the final listing.

We should try to complete the schedules by Monday or Tuesday of next week so that the documents can be executed on one of those days.

Portland Env
Osceola "
Price Land "
Portland SOI
Price Land RE

PORTLAND

1. TWO UNDERGROUND STORAGE TANKS, ONE WHICH STORED DIESEL AND THE OTHER WHICH STORED GASOLINE, WERE REMOVED FROM THE FACILITY IN 1991.

PRICES LANDING

1. THERE IS A 30,000 GALLON ~~ABOVE~~UNDERGROUND STORAGE TANK AT THE FACILITY WHICH TANK STORES FUEL OIL FOR THE GRAIN DRYER. ~~THE TANK IS EXEMPT FROM REGISTRATION REQUIREMENTS PURSUANT TO~~ 40 C.F.R. § 280.12.

FAX TRANSMITTAL

DATE: TOTAL PAGES: (including cover)

TO:
attn Tom Macleod
company Cargill
city MPLS
FAX # 6349

message
2 - Pages - including Cover
Switchgear - PCB info

FROM: Doug Dunlap
Cargill, Incorporated
Portland, Oregon
telephone 503 - 286 - 8115
fax 503 - 286 - 9033

JUN 13 '95 07:03 FROM CARGILL INC TO 16127425349 PAGE.001/002

CARG003304

OAL

PCB OIL TEST REPORT

OREGON ELECTRIC CONSTRUCTION
4824 NE 42
PORTLAND, OR 97218

ANALYST REVIEW BY: _____ DATE: _____

DATA PACK REVIEW BY: _____ DATE: _____

MIKE RENNER
288-5305
25636-5655

OAL SAMPLE NO. 60-0819-	TRANSFORMER NO. OR SAMPLE IDENTIFICATION	PCB UG/G	EPA CLASSIFICATION
38358	0X1	ND	NON-PCB
38359	0X2	1.	NON-PCB

S witch Transfer
stands for switchgear
(S) X1

ND = NONE DETECTED (<0.5 UG/G)

OREGON ANALYTICAL LABORATORY
A Division of Portland General Electric
14855 S.W. Old Scholls Ferry Road
Beaverton, OR 97007
Phone 503-590-5800 • Fax 503-590-1404

PRINTED ON RECYCLED PAPER

June 13, 1995

Oregon

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

CARGILL INC
LAW DEPT - ATTN: JENNIFER PETERSON
PO BOX 5624
MINNEAPOLIS MN 55440

Re: Change of Ownership
Air Contaminant Discharge
Permit No. 26-2003

The Department of Environmental Quality has been informed that you now operate the facility formerly owned by Bunge Corp.

Operation of this facility requires an Air Contaminant Discharge Permit. The permit issued to the previous owner expires sixty (60) days after the change in ownership.

Please complete the enclosed tranfer application form. The form and fees should be submitted to the Department as soon as possible. Also, you will need to obtain a statement by the holder of the current permit acknowledging this pending transfer. You may use the statement provided at the bottom of the enclosed application.

If you have any questions, please contact me in Portland at (503) 229-5582 or toll-free at 1-800-452-4011.

Sincerely,

Johnny D. Baumgartner
AQ Permit Coordinator
Northwest Region Office

jdb

Enclosure

cc: Brian Fields/AQ
Greg Grunow/NWR

Business Office
Kim Fan 229-6645

Kim Phan
include my name & phone #

John A. Kitzhaber
Governor

2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

DEQ-1

CARG003306

Author: COS.BRID at LINKAG
Date: 6/13/95 9:51 AM
Priority: Normal
TO: TMACLEOD at lawa
Subject: RE BUNGE/PORTLAND DOUG "RO

---------- Message Contents ----------

RO 5 LAWA 7
06135/0950/0950
LAWA TMACLEOD
LK DALE
GATE SLARSON DKLEIN BBUTZ
RE BUNGE/PORTLAND
FAXED TRANSFORMER DISCONNECT PCB INFO TO TOM TODAY, PLS ADVISE
IF THERE R ANY OTHER ISSUES THAT NEED TO BE RESOLVED.
DOUG" RO 7:51 PDT

IRVING DOCK

STATE LANDS PERMIT

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
☎ 503-378-3805

Permit No.:	**RP-3158 Modification**
Permit Type:	**Removal**
Waterway:	**Willamette River**
County:	**Multnomah**
Expiration Date:	**February 28, 2012**
Corps No.:	**2001-00031**

CLD PACIFIC GRAIN LLC

NOTICE
This Permit
Must Be On
Work Site

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
6. Employees of the Department of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
7. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within twenty-one (21) calendar days of the date this permit was issued.
8. In issuing this permit, the Department of State Lands makes no representation regarding the quality or adequacy of the permitted project design, materials, construction, or maintenance, except to approve the project's design and materials, as set forth in the permit application, as satisfying the resource protection, scenic, safety, recreation, and public access requirements of ORS Chapters 196, 390 and related administrative rules.
9. Permittee shall defend and hold harmless the State of Oregon, and its officers, agents, and employees from any claim, suit, or action for property damage or personal injury or death arising out of the design, material, construction, or maintenance of the permitted improvements.

SAMPLE

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 - 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Department of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Department of State Lands, 503-378-3805.

Michael Morales, W Region Manager
Wetlands & Waterways Conservation Div
Oregon Department of State Lands

Michael D. Morales — January 12, 2007

Authorized Signature **Date Issued**

ATTACHMENT A

Special Conditions for Material Removal Permit No. RP-3158

1. This permit authorizes the removal of up to 8,000 cubic yards of material in Section 27, T1N, R1E (Willamette River, mile 11.4 - Bunge Grain Terminal) for maintenance dredging purposes as outlined in the attached permit application, map and drawings.

2. TURBIDITY/EROSION CONTROLS. The authorized work shall not cause turbidity of affected waters to exceed 10% over natural background turbidity 100 feet downstream of the fill point. For projects proposed in areas with no discernible gradient break (gradient of 2% or less), monitoring shall take place at 4 hour intervals and the turbidity standard may be exceeded for a maximum of one monitoring interval per 24 hour work period provided all practicable control measures have been implemented. This turbidity standard exceedance interval applies only to coastal lowlands and floodplains, valley bottoms and other low-lying and/or relatively flat land.

   For projects in all other areas, the turbidity standard can be exceeded for a maximum of 2 hours (limited duration) provided all practicable erosion control measures have been implemented. These projects may also be subject to additional reporting requirements.

   Turbidity shall be monitored during active in-water work periods. Monitoring points shall be at an undisturbed site (representative background) 100 feet upstream from the turbidity causing activity (i.e., fill or discharge point), 100 feet downstream from the fill point, and at the point of fill. A turbidimeter is recommended, however, visual gauging is acceptable. Turbidity that is visible over background is considered an exceedance of the standard.

   Practicable erosion control measures which shall be implemented, as appropriate, include but are not limited to the following:
   a. Place fill in the water using methods that avoid disturbance to the maximum practicable extent (e.g. placing fill with a machine rather than end-dumping from a truck).
   b. Prevent all construction materials and debris from entering waterway;
   c. Use filter bags, sediment fences, sediment traps or catch basins, silt curtains, leave strips or berms, Jersey barriers, sand bags, or other measures sufficient to prevent movement of soil;
   d. Use impervious materials to cover stockpiles when unattended or during rain event;
   e. Erosion control measures shall be inspected and maintained daily to ensure their continued effectiveness;
   f. No heavy machinery in a wetland or other waterway;

   g. Use a gravel staging area and construction access;

h. Fence off planted areas to protect from disturbance and/or erosion; and
i. Flag or fence off wetlands adjacent to the construction area.

3. Care shall be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering the water.

4. Prior to dredging, the permittee shall obtain approval from the Division of State Lands of the dredge material disposal site.

5. A letter shall be sent to DSL annually by February 15th stating the amount of material dredged that year and the dredge material disposal site.

6. Removal activities in the Willamette River shall be conducted between July 1st and October 31st and between December 1st and January 31st, unless otherwise coordinated with ODFW and approved in writing by ODSL. The ODFW in-water work timing for the Willamette River may change prior to July 1, 2007. Contact ODSL prior to start of work to verify the in-water work period.

7. Material shall not be removed to a depth greater than -40 feet Columbia River Datum in the ship berthing area and -18 feet Columbia River Datum in the barge berthing area as depicted in the attached permit drawings.

8. The Division of State Lands retains the authority to temporarily halt or modify the project in case of excessive turbidity or damage to natural resources.

Modified: January 12, 2007

G:\WWC\AttachmentAwest\RP Removal Permits\RP-3158 07.Modification 01.12.07.doc

IRVING DOCK

DUE DILIGENCE DOCUMENTS

CARGILL
GRAIN
DIVISION

Terminal No. 4
Foot of N. Lombard
Portland, OR 97203
503/286-0678

DATE: MAY 31, 1995

TO: R. J. ROMSDAHL

FROM: DOUG DUNLAY

RE: ENVIRONMENTAL EVALUATION

Enclosed please find the following information.

1. Evaluation
2. Site plan
3. Air permit
4. Haymond and Ass, information on UST removal.
5. Eastern-information on PCB removal.
6. SD Myers-information on certifying transformers for non PCB
7. Spencer Environmental services. Waste oil recycling
8. Metro- Waste disposal information.

If you need any additional information or you have questions please call

Doug Dunlay

PRELIMINARY
ENVIRONMENTAL EVALUATION

PRODUCT LINE: C&D LOCATION: Portland, OR DATE: 5-31-95

COMPLETED BY: Doug Dunlap PHONE #: 503-286-0628 WIRE CODE: RO

Bunge Facility: 800 North River Street, Portland, OR 97227

1. **SITE HISTORY:** Determine the previous/present usage of all property to be acquired or controlled and in the case of a stock acquisition of business, all properties owned or controlled by the target business.

   a. Previous — Built by Peavey Grain - 1890's ownership: Peavey 1890's to 1955, Bulford Guther 1955-1961, Peavey Grain 1963-1971, Kerr Grain 1972-1975, Bunge 1975 present

   - List the previous property or business owners. → Facility was rebuilt in 1955 + 1976
   - List the previous land usage. River Bottom
   - Has there been any demolition of buildings, facilities or other structures on site? Yes Original facility was wood, taken down + rebuilt with concrete in 1955 + 1976
   - Have any underground storage tanks been removed? Yes. 1000 gal. Diesel, 1000 gal. Gasoline → Both Removed in 1991 - (See attachment.)
   - Have any pollution control devices been removed? NO
   - Has there been any changes in address, street names, boundaries? Boundaries only: (1978) Bunge purchased river front lot at North end of facility from Marine Way Co. (built Barges + ships) see site plan - (NO Building)

   b. Present

   - List the current property or business owner. Bunge
   - List the current land uses or operations. Export grain facility
   - Are there any underground storage tanks? What size and purpose? NO
   - Are there any pollution control devices? What do they control? yes - 7 baghouses. They control dust emissions
   - List the location of any swamps, clarifiers and settling basins. NONE

2. **PERMIT STATUS:** Determine the existing permit status for air, water, waste or chemicals.

   - Does the location possess all necessary permits to operate in compliance with the applicable environmental laws and regulations? Yes Air Contaminat Discharge permit: Required only.
   - List the type of permit, date of issuance, renewal date, expiration date, any pending or missing permits, specific requirements or performance criteria and any future limitations. - See permit.
   - Are the permits transferable? - Yes - See pag 5, 6-8 of permit.

CARG003314

d. Soil Situation:

- Any noticeable contamination (from spills, leaks, dumping, etc.)?
  NO - 95% of the property is asphalted
- Any noticeable contamination from run-off from other property?
  NO
- What about conditions under the top soil (caverns, fill, pipelines, utilities, drain fields, dumps, underground tanks, etc.). Plant utilities, city storm Drain pipe

e. Waste Situation:

- Any on-site disposal or treatment, now or in the past? Landfills, ponds, lagoons, waste water treatment, etc.? NO
- Has an offsite landfill been used? Yes - Metro transfer which goes 1 of several landfills or recycling. (See Attachment)
- Where or how are any wastes being disposed of?
  All waste goes into Dump Box, picked up by MDC & taken to Metro transfer.

f. Chemical and Spill Prevention Management:

- Note proximity of chemical or oil usage, handling and storage to wells, streams, drainage ditches, storm sewers, adjacent property. 550 gal. gasoline, 550 gal Diesel in Double wall metal tank - located about 75' from River.
- Are liquid storage tanks adequately diked? Yes - only have 550 gal. gas 550 gal. Diesel
- Any loading or unloading pads? NO
- Any spill control plans? NO
- Any prior spills/discharges? NO
- Note the practices of usage, handling and storage of chemicals or oils. Locked Adjacent Housing. Waste oil is stored in 55 gal Drums
- Note storage, disposal of containers and mixing practices. - Return containers Back to Supplier or Dispose per label

g. General:

- List the location and condition of any asbestos on site. None Found
- List the location and condition of any Polychlorinated BiPhenyls (PCBs) equipment or capacitors. None on site - See Attached regarding removal of PCB Transformer & Capacitor
- List any pesticides used at the facility now, or that were used in the past.
  Malathion
- List any nuclear devices used. Explain.
  None

5. **Summary:** Unless otherwise directed by the Law Department, complete a review of findings and conclusions including items that need clarification.

3. **INFORMATION REQUESTS:** Determine the environmental compliance history and current status of the business and or subject sites.

   a. Governmental N/A

   - Request copies of any existing environmental compliance orders, any spill/environmental release notifications, etc. (This may involve a Freedom of Information Request (FOIR)).

   b. Citizen
   - List any suits or complaints against the site. No suits or complaints about a years ago from past neighbor, Glen Rader, who is since deceased.
   - List any open insurance claims. N/A

   c. Waste Disposal Practices:

   - Identify and obtain copies of any written contracts/agreements used to maintain control of waste recycling or disposal. No Agreement just Verbal with NOC - They pickup Dry ice & Take it to Arena

4. **SITE VISIT:** Conduct a walk around inspection to observe the environmental condition and possible environmental concerns of the site and/or facility.

   a. Environmental Sensitivity of Location.

   - Note any specific conditions of the facility, site or surrounding areas which may be considered environmentally sensitive (i.e., wildlife refuge, wetlands, historical landmarks, organized environmental concern groups, etc.). Area is Zoned Industrial, Heritage across the River is a Hiking Trail which many citizens use Daily - no complaints on Record

   b Air Situation:
   - Note the plant surroundings (industrial, residential)? How close? Mostly Industrial, a little Commercial, Residential is at least 1 mile away
   - Are there any noise, smoke, dust, odor or vapor emissions from this site or neighbors? Only Normal operating noises, no emissions
   - Are there any zoning and/or permitting restrictions affecting current and proposed operation? No - Zoned Industrial

   c. Water Situation:

   - What are the sources of drinking water and process water (well, shared, municipal)? Portland City water
   - What is the adequacy and purity? Any known contamination or restrictions? Tested about 2 yrs ago - No issues, Sanitary Septic Systems & Water is City Water Supply
   - Any rivers, streams, drainage ditches on or near the property? Note location. Yes - Property borders on Willamette River
   - Drains, storm sewers, sanitary sewers? Note location. Yes City Storm Drain, Facility Storm Drain, City Sanitary Sewer
   - What about stormwater run-off to/from other property? Run-off goes into river through Storm Drains & Natural Run off
   - Is the property located in a Flood Plain? No

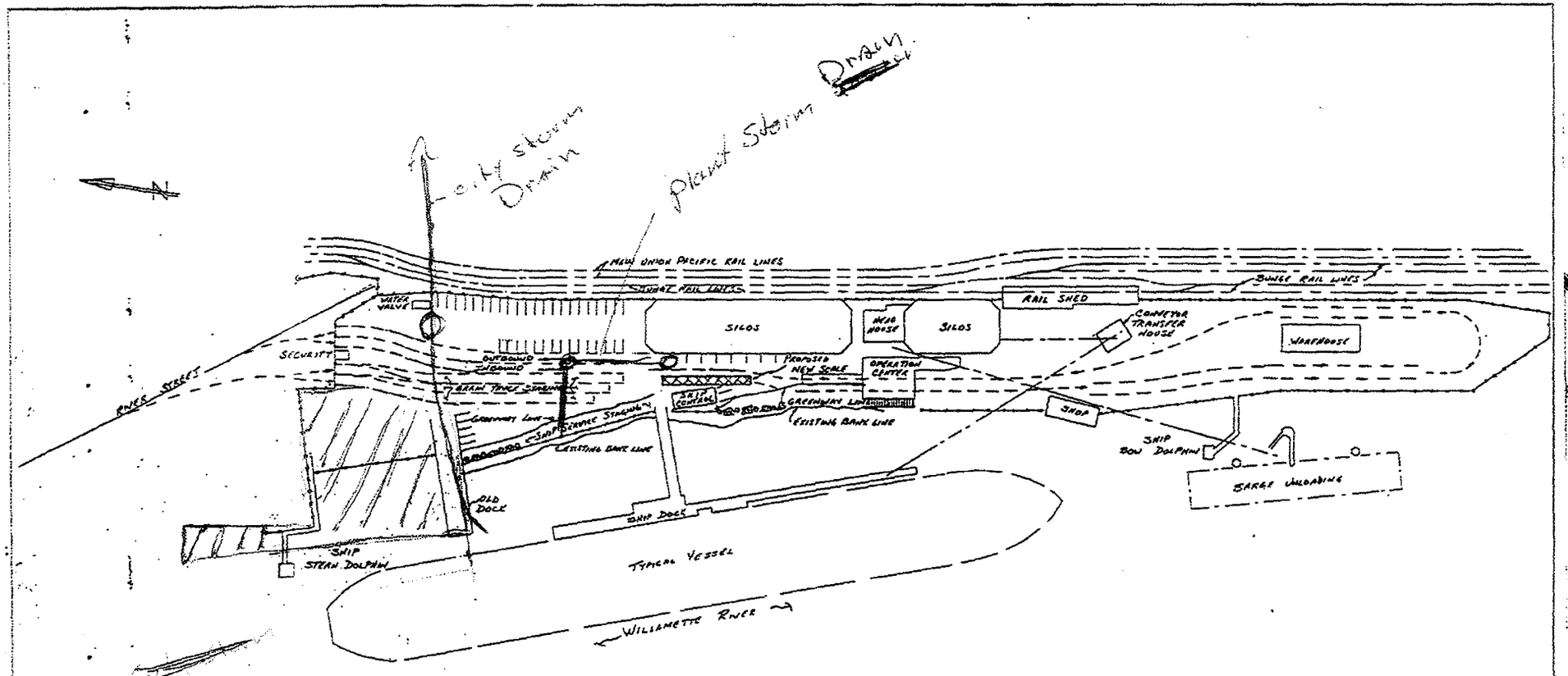
CARG003316

PRELIMINARY ENVIRONMENTAL EVALUATION

(This page for notes)

This facility is located about 3/4 - 1 mile from Down-town Portland. Some day dust emissions may become a problem

Waste oil is picked up by Spencer Environmental Services Inc for Recycling. Cargill T-4 USES Same Service - they have proper license.



PLANT LEGEND:

⊙ Red Osier Dogwood	Size: 1½" Dia.	Spacing: 20' o/c
⊕ Douglas Knotweed	Size: 6" Pots	Spacing: 5' o/c

LEGEND:

RAIL LINES
TRUCK MOVEMENT
FENCE LINE
CONVEYOR LINES

CONSTRUCTION / LANDSCAPE STATEMENT

Bunge Corporation is proposing to construct a 100' x 10' ground-level truck scale to expedite truck grain movement more efficiently.

The scale itself is not within the boundaries of the Willamette River Greenway Access, but existing employee parking is. Parking lanes will be relocated outside the greenway access. The immediate area north of the Ship Dock access ramp will be used for Ship's Chandler Service Staging only, and the balance of the area as on the drawing is to be planted with vegetation and trees as per City of Portland guidelines for Willamette River Greenway Commercial Property Owners.

All the proposed landscape trees and plants are listed on the City of Portland Plant List. None of the proposed plants require high maintenance or supplemental irrigation water once established.

Land purchased in 1978

SITE PLAN

BUNGE CORPORATION EXPORT FACILITY

PORTLAND OREGON BC-1

CARG003318

Air Operating Permit

Oregon

DEPARTMENT OF ENVIRONMENTAL QUALITY

1 1993

Bunge Corporation
3600 First Interstate
Portland, OR 97201

Re: Renewal of Air Contaminant Discharge Permit No. 26-2003

The Department of Environmental Quality has completed processing your application for an Air Contaminant Discharge Permit. Based on the material contained in the application we have issued the enclosed permit.

The effective date of the permit is the date it was signed by the Air Quality Division Administrator. The signature and date appear on the first page of the document. The permit is issued pursuant to Oregon Revised Statutes 468A and Oregon Administrative Rules (OAR) 340-14-005 through 340-14-050, and 28-1700 through 28-1790.

You may appeal conditions or limitations contained in the attached permit by applying to the Environmental Quality Commission, or its authorized representative, within twenty days from the date of this letter. Appeals are pursuant to ORS Chapter 183 and OAR Chapter 340, Division 14-025(5). Appeal procedures are contained in OAR Division 11-005 through 11-140.

A copy of the current permit must be available at the facility at all times (Condition G2). Failure to comply with permit conditions may result in a civil penalty of up to $10,000 per day. **You are expected to read the permit carefully and comply with all conditions** to protect the environment of Oregon.

If you have any questions, please contact our Northwest Region at 229-5263.

Sincerely,

David B. Berg
Permitting Supervisor
Air Quality Division

DBB:KA:a
LTR\AH72521
Enclosure
cc: Northwest Region
EPA

811 SW Sixth Avenue
Portland, OR 97204-1390
(503) 229-5696
TDD (503) 229-6993
DEQ-1

CARG003319

AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
811 S.W. Sixth Avenue
Portland, OR 97204-1390
Telephone: (503) 229-5696

Issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Bunge Corporation
3600 First Interstate Bank Tower
Portland, Oregon 97201

INFORMATION RELIED UPON:

Application No.: 13028
Received: 6-02-92

PLANT SITE LOCATION:

800 North River Street
Portland, Oregon 97227

LAND USE COMPATIBILITY STATEMENT:

From: City of Portland
Dated: 4-28-92

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

John Kowalczyk for S.G.

Steve Greenwood, Administrator

OCT - 1 1993

Dated

Source(s) Permitted to Discharge Air Contaminants:

TYPE OF FACILITY (FROM TABLE 1, OAR 340-28-1720)	STANDARD INDUSTRY CODE
57. Grain elevators, terminal elevator primarily engaged in buying and/or marketing grain, in special control areas a) 20,000 or more tons/year of grain processed	SIC: 5153

PERMITTED ACTIVITIES

The permittee is herewith allowed to discharge exhaust gases containing air contaminants only in accordance with the permit application and the limitations contained in this permit. Until such time as this permit expires or is modified or revoked, the permittee is herewith allowed to discharge exhaust gases from those processes and activities directly related or associated thereto in accordance with the requirements, limitations, and conditions of this permit from the air contaminant source(s) listed above.

CARG003320

Compliance with the specific requirements, limitations and conditions contained herein does not relieve the permittee from complying with all other laws, rules and standards administered by the Department, nor does it allow significant levels of emissions of air contaminants not limited in this permit or contained in the permit application.

PERFORMANCE STANDARDS AND EMISSION LIMITS

1. The permittee shall at all times maintain and operate all air contaminant generating processes and all air contaminant control equipment at full efficiency and effectiveness, such that the emissions of air contaminants are kept at the lowest practicable levels.

2. Particulate emissions from any single air contaminant source shall not exceed any of the following:

   a. 0.10 grains per standard cubic foot, corrected to 12% CO_2 or 50% excess air, for sources installed, constructed, or modified after June 1, 1970; and
   b. An opacity equal to or greater than twenty percent (20%) for a period aggregating more than thirty (30) seconds in any one (1) hour, excluding uncombined water vapor.

3. Particulate matter which is larger than 250 microns and which may be deposited upon the real property of another person shall not be emitted.

4. The permittee shall not allow the emission of odorous matter or other fugitive emissions so as to create nuisance conditions off the permittee's property. Nuisance conditions will be verified by Department personnel. The creation of nuisance conditions may, in addition to any other action the Department may take, result in a permit modification to require a compliance schedule to control the nuisance conditions.

5. The permittee shall minimize fugitive dust emissions by:

   a. Treating vehicular traffic areas of the plant site under the control of the permittee.
   b. Storing collected material from air pollution control equipment in a covered container or other method equally effective in preventing the material from becoming airborne during storage and transfer.

PLANT SITE EMISSION LIMITS

6. Emissions of Particulate Matter on a plant site basis shall not exceed 26 tons per year or 27 pounds per hour.

   The PSEL is based on a grain throughput of 80 million bushels per year. Any increase above this level must receive the prior approval of the Department.

AIR POLLUTION EPISODES

7. The permittee may elect to file a Source Emission Reduction Plan (SERP) with the Department in accordance with OAR 340-27-015, specifying the procedures the permittee will follow in the event an Air Pollution Alert, Warning, or Emergency Episode is declared in the Portland area by the Department. The Source Emission Reduction Plan shall be available on the source premises for inspection by any authorized personnel.

8. In the event an Air Pollution Alert, Warning, or Emergency Episode is declared in the Portland area by the Department, the permittee shall take actions appropriate to the declared Air Pollution Episode as listed in the Source Emission Reduction Plan on file with the Department, or with Oregon Administrative Rules 340, Division 27 "Air Pollution Emergencies" if no Source Emission Reduction Plan has been filed with the Department.

   Air Pollution Episodes will be declared by the Department and infonmation will be made available through the radio and television media.

SPECIAL CONDITIONS

9. During ship loading the permittee shall require the operators to use whatever equipment and practices are necessary to minimize dust emissions such that compliance with Condition 4 of this permit is maintained; this consideration shall include "topping off" the hold of a ship.

MONITORING REQUIREMENTS

10. The permittee shall effectively inspect and monitor the operation and maintenance of the plant and associated air contaminant control facilities and shall implement the procedures necessary to monitor and record the following parameters. A record of all such data shall be maintained for a period of two years at the plant site for inspection by the authorized representatives of the Department.

    a. All operating and production parameters to be reported to the Department annually as required in Condition 11
    b. Excess emissions records as defined in OAR 340-28-1400 through 340-28-1440 (recorded on occurrence)
    c. A description of any maintenance to the air contaminant control system (recorded on occurrence)

REPORTING REQUIREMENTS

11. The permittee shall submit to the Department by January 15 of each year this permit is in effect two (2) copies of the following information for the preceding calendar year:

    a. Operating parameters:
       i. Plant production on an annual basis, summarized for each month

    b. A log of all planned and unplanned excess emissions in accordance with OAR 340-28-1440
    c. Explain any permanent changes made in the plant process or production which would effect air contaminant emissions, and indicate when changes were made.
    d. List all major maintenance performed on air pollution equipment
    e. The report shall be sent to the Air Quality Division, 811 SW Sixth, Portland, OR 97204 unless otherwise noted. The permit number must be prominently displayed on the report.

FEE SCHEDULE

12. The Annual Compliance Determination Fee for this permit is due on June 1 of each year this permit is in effect. An invoice indicating the amount, as determined by Department regulations, will be mailed prior to the above date. The fee shall be submitted to the Business Office of the Department in Portland (unless otherwise notified).

GENERAL CONDITIONS AND DISCLAIMERS

G1. The permittee shall allow Department of Environmental Quality representatives access to the plant site and pertinent records at all reasonable times for the purposes of making inspections, surveys, collecting samples, obtaining data, reviewing and copying air contaminant emission discharge records and otherwise conducting all necessary functions related to this permit in accordance with ORS 468.095.

G2. The permittee shall have available at the facility at all times a copy of the Air Contaminant Discharge Permit.

G3. The permittee is prohibited from conducting open burning.

G4. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR 340-21-050 through 340-21-060 and in OAR 340-30-440.

G5. In accordance with OAR 340-28-1400 through 340-28-1450, the permittee shall immediately (i.e. as soon as possible but in no case more than one hour after the beginning of the excess emission period) notify the Department by telephone or in person of any excess emission, other than pre-approved startup, shutdown, or scheduled maintenance. Notification shall include the source name, nature of the emissions problem, name of the person making the

report, name and telephone number of contact person for further information, date and time of the onset of the upset condition, whether or not the incident was planned, the cause of the excess emission (startup, shutdown, maintenance, breakdown, or other), equipment involved in the upset, estimated type and quantity of excess emissions, estimated time of return to normal operations, efforts made to minimize emissions, and a description of remedial actions to be taken. Follow-up reporting shall be made in accordance with Department direction and OAR 340-28-1430(2) and 340-28-1440.

Notification shall be made to the appropriate regional or branch office. The current Departmental telephone number in Portland is 229-5263.

In the event of any excess emissions which are of a nature that could endanger public health and occur during nonbusiness hours, weekends, or holidays, the permittee shall immediately notify the Department by calling the Oregon Accident Response System (OARS). The current number is 1-800-452-0311.

G6. The permittee shall notify the Department in writing using a Departmental "Notice of Construction" form, or "Permit Application Form", and obtain approval in accordance with OAR 340-28-800 through 340-28-820 before:

a. Constructing or installing any new source of air contaminant emissions, including air pollution control equipment, or

b. Modifying or altering an existing source that may significantly affect the emission of air contaminants, or

c. Making any physical change which increases emissions, or

d. Changing the method of operation, the process, or the fuel use, or increasing the normal hours of operation to levels above those contained in the permit application and reflected in this permit and which result in increased emissions.

G7. Application for a modification of this permit must be submitted not less than 60 days prior to the source modification. A Filing Fee and an Application Processing Fee must be submitted with an application for the permit modification.

G8. The permittee shall notify the Department in writing using a Departmental "Permit Application Form" within 60 days after the following:

a. legal change of the registered name of the company with the Corporations Division of the State of Oregon, or

b. sale or exchange of the activity or facility.

Applicable Permit Fees must be submitted with an application for the name change.

G9. Application for renewal of this permit must be submitted not less than 60 days prior to the permit expiration date. A Filing Fee, an Application Processing

Fee and an Annual Compliance Determination Fee must be submitted with the application for the permit renewal.

G10. The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

G11. This permit is subject to revocation for cause as provided in OAR 340-14-045.

ALL INQUIRIES SHOULD BE DIRECTED TO:

Department of Environmental Quality
Northwest Region
1500 S.W. 1st Avenue, Suite 750
Portland, Oregon 97201-5884
Telephone: (503) 229-5263

MH:j
PERMITS\P262003

CARG003325

Department of Environmental Quality
Air Quality Division

AIR CONTAMINANT DISCHARGE PERMIT APPLICATION REVIEW REPORT

Bunge Corporation
3600 First Interstate Bank Tower
Portland, Oregon 97201

PSEL CRED	SOURCE TEST	CMS	AMB MON	COMPL SCHED	SPEC COND	REPORT A	REPORT Q	REPORT M	EXCESS R	EXCESS N	NSPS	NSR	PSD	NESHAP	SIZE A1	SIZE A2	PUBL NOIC
					X	X			X							X	

GENERAL BACKGROUND INFORMATION

1. Bunge Corporation operates a grain terminal located along the Willamette River at 800 North River Street in Portland. The terminal handles grains for marketing and export. Grain can be unloaded from two different grain receiving docks and loaded on ships via the main elevator head. Grain can also be received from trucks or railcars. The facility has a storage capacity of 1.5 million bushels (bu) of grain. The facility was built in 1955 with a major addition of 1 million bu of storage in 1976.

2. The source is located in a nonattainment area for carbon monoxide and ozone, but does not emit those pollutants or precursor compounds. The area is in attainment for all other pollutants.

3. A Land Use Compatibility Statement signed by the City of Portland on 4-28-92 granted unconditional approval.

4. No other permits have been issued or are required by the Department of Environmental Quality for this source. The source was previously considered a conditionally exempt generator (CEG) of hazardous waste.

5. The facility was inspected on 8-25-93, 9-12-91 and 9-14-90 and found to be in compliance with permit conditions.

6. During the prior permit period, two complaints were received (12-21-92 and 8-20-93). The complaints concerned visible emissions during loading of grain into a ship. The grain was loaded into a ship hold without a hatch cover or tent. The complaint was resolved with an inspection and a phone conversation with the source contact. The second complaint was followed up with a phone call, although the complainant, a member of the Air Quality Department, observed excessive visible emissions hours later on the same day. The emissions were estimated to be 30 to 40 percent

CARG003326

opacity. The visible emissions issue still needs to be resolved at the facility, although an actual documentation of a violation has not occurred. The facility has proposed to modify some of the dust handling equipment as outlined in section 9 below. This may help relieve the excessive emissions problem.

7. No enforcement actions have been taken against this source since the last permit renewal.

8. Existing air contaminant sources at the facility consist of the following:

   a. 7 baghouse facilities Plant ID Nos. 9101 through 9107, installed during 1977. The baghouses are manufactured by Carter Day. The equipment has a rated efficiency of 99.9% for control of dust.
   b. Railcar unload pit, handling 750 ton/hr. The emissions are controlled through a baghouse.
   c. Barge receiving, handling 750 ton/hr. The emissions are controlled by a baghouse.
   d. Truck unloading pit, handling approximately 300 ton/hr (10,000 bu). The trucks are either bottom unloaded or tilt-unloaded. The pit is aspirated and the emissions are controlled by a baghouse.
   e. Ship loading, handling 1,200 ton/hr (40,000 bu/hr) and up to 80 million bu/yr. Potential emissions are reduced by the use of a telescoping spout.
   f. Dust tank: the grain dust from the other baghouses is transferred by a pneumatic conveying system to the dust tank. The dust tank baghouse controls the emissions from the transfer. Emissions are negligible from this source.
   g. Grain handling: As the grain is processed at the facility, it travels through the elevator legs (inbound and outbound), gallery belt above the bins, tunnel belt below the bins, and on the shipping gallery belt. Emissions from these handling processes are controlled through the various baghouses.

9. The permit is a renewal for an existing Air Contaminant Discharge Permit which was issued on 3-14-88 and was originally scheduled to expire on 7-01-92. Since the last permit renewal, the barge unloading leg and barge receiving conveyor has been replaced with a system capable of handling 750 tons of grain per hour. In the near future, part of the suction from the ship unloading baghouse (ID 9104) will be routed to the last unloading tripper in the shipping gallery. Historically the suction at the end of the system was not adequate to handle all of the dust. The added suction at the tripper (spout #5) will reduce the amount of fugitive emissions.

PLANT SITE EMISSION LIMIT (PSEL) INFORMATION

BASELINE EMISSIONS

10. The operating schedule for plant in the baseline year 1978 was 8 to 16 hrs/day x 5 days/wk x 52 wks/yr for approximately 2080 hrs/yr.

11. Reported annual plant production for the baseline year 1978 was 29 million bu.

12. Reported maximum hourly plant production for the baseline year 1978 was 1,200 ton/hr shipping and 1,550 ton/hr receiving.

13. Emissions in the baseline year 1978 were as follows:

Emission Point	Reference	Estimated Emissions (lb/hr)	(ton/yr)
Receiving	EPA/AIRS	0.8	0.2
Headhouse, receiving		0.4	0.1
Headhouse, shipping		0.3	0.1
Gallery Belt		0.2	0.2
Tunnel Belt		1.2	0.4
Shipping Gallery		0.2	0.1
Loading[a]		23.4	8.5
Dust Tank		negl.	negl.
Total Baseline Particulate Emissions		26.4	9.6

a) As total suspended particulate (TSP). Although often particulate emissions result from the topping off operations, much of the particulate will soon settle out. Emissions from all other baghouse controlled operations are generally considered as PM_{10}. Collectively the emissions are considered to be TSP.

Note: Details of these figures are presented in the attached detail sheets. All values are based on control equipment efficiencies and EPA/AIRS emission factors.

HISTORY OF CHANGES TO THE PLANT SITE EMISSION LIMIT

14. The Plant Site Emission Limit was established in the 1982 permit as 29.2 ton/yr, with a baseline of 11 ton/yr. The PSEL was increased to 29.5 ton/yr in 1988 as a result of adjusted calculations. The PSEL in this permit has been slightly adjusted using current emission factors.

CARG003328

PLANT SITE EMISSION LIMIT

15. The normal operating schedule for the plant is essentially the same as the baseline year.

16. The normal annual and maximum hourly plant production is different from the baseline year and is 63 million bu/yr (1.89 million ton/yr) and 1,200 ton/hr. The maximum plant production is 80 million bu/yr.

17. The Plant Site Emission Limit for maximum annual production is greater than the baseline emission rate and is shown below. The increase is due to annual operations using a higher percentage of the facility capacity, and the low annual production of the baseline years.

Emission Point	Reference	Estimated Emissions (lb/hr)[b]	(ton/yr)
Receiving	EPA/AIRS	0.9	0.6
Headhouse, receiving		0.4	0.3
Headhouse, shipping		0.3	0.3
Gallery Belt		0.3	0.2
Tunnel Belt		1.2	1.2
Shipping Gallery		0.2	0.2
Loading[c]		23.4	23.4
Dust Tank		negl.	negl.
Total Current Particulate Emissions		26.6	26.1

b) The hourly emission estimations are based on maximum operation of the equipment or process. The short term PSEL is based on the maximum physical operations of the current facility equipment.
c) See note a. above under the baseline PSEL discussion.

Note: Details of these figures are presented in the attached detail sheets. All values are based on control equipment efficiencies and EPA/AIRS emission factors.

SIGNIFICANT EMISSION RATE

18. The Plant Site Emission Limit increase over baseline is less than the Significant Emission Rate (SER) as defined in OAR 340-28-110 for total suspended particulate and is shown below. No further air quality analysis is required for this pollutant. An analysis for compliance with the Highest and Best Practicable Treatment and Control requirement included control of most emissions with a baghouse filter and the use of a telescoping spout and by using ship hold covers when feasible.

CARG003329

Pollutant	Baseline Emissions (ton/yr)	Current PSEL (ton/yr)	Increase (ton/yr)	SER (ton/yr)
Particulate (TSP)	9.6	26.1	16.5	25

AIR TOXICS

19. Toxic air pollutant emissions from this source will be determined at such time as the Department formulates its review procedures for existing air emission sources.

ADDITIONAL REQUIREMENTS

20. Special conditions contained in the permit specifies that during ship loading the operators must use any grain handling procedures necessary to actively minimize fugitive dust emissions.

21. The source is required to submit reports to the Department annually for the quantity of grain handled (incoming and outgoing) on a monthly basis and any maintenance or changes to air pollution control equipment.

22. The source is subject to immediate (within one hour) reporting of excess emissions.

23. This source is not subject to federal regulations for New Source Performance Standards (NSPS).

24. This source is not subject to federal regulations for New Source Review.

25. This source is not subject to federal regulations for Prevention of Significant Deterioration (PSD).

26. This source is not subject to federal regulations for National Emissions Standards for Hazardous Air Pollutants (NESHAP).

PUBLIC NOTICE

27. The proposed Plant Site Emission Limit is greater than the previous permit and is shown below. The increase is due to a correction and does not represent an actual emissions increase from the previous permit; therefore no public notice is required.

RJBrewer:MWHeath:j
September 17, 1993
PERMITS\P262003R

CARG003330

PLANT SITE EMISSION DETAIL SHEET
Baseline Year 1978

POLLUTANT: Particulate Matter

EMISSION POINT	OPERATING PARAMETERS	EMISSION FACTOR RATE[a]	EMISSIONS lbs/hr[b]	EMISSIONS tons/yr
29 million bushels (MM bu) received, 100% wheat, 60 lb/bu * 29,000,000 bu/yr / 2000 lb/ton = 0.87 million tons/yr				
Receiving	0.87 MM ton/yr rail 750, barge 500 and truck 300, total 1,550 ton/hr max (baghouse)	0.5 lb/ton*(1-.999)	0.8	0.2
Headhouse	receive 0.87 MM ton/yr, 1,550 ton/hr, (baghouse),	0.23 lb/ton*(1-0.999)	0.4	0.1
	ship 0.87 MM ton/yr, 1200 ton/hr (baghouse)	0.23 lb/ton*(1-0.999)	0.3	0.1
Gallery belt	0.87 MM ton/yr, 1,550 ton/hr grain received (baghouse)	0.15 lb/ton*(1-.999)	0.2	0.2
Tunnel belt	0.87 MM ton/yr, 1,200 ton/hr, outgoing (baghouse)	0.97 lb/ton*(1-.999)	1.2	0.4
Shipping gallery	0.87 MM ton/yr, 1,200 ton/hr, tripper (baghouse)	0.15 lb/ton*(1-.999)	0.2	0.1
Loading	0.87 MM ton/yr, 1,200 ton/hr, ship loading, telescoping spout (est. 85% control)[c]	0.13 lb/ton*(1-.85)	23.4	8.5
TOTAL PARTICULATE EMISSIONS for Baseline Year 1978			26.4	9.6

NOTES:
(a) All of the grain elevator factors are from EPA/AIRS database, Feed and Grain Terminal Elevators, SCC 3-02-005-06 through -09.
(b) lb/hr represents the hourly emissions based on maximum operations. Average operations normally result in lower hourly emissions.
(c) Telescoping spout, estimate 85% control (range 85-98%). The spout could be more effective in dust control if it could extend to all parts of the ship hold. The majority of actual emissions occur during topping off the hold.

CARG003331

PLANT SITE EMISSION DETAIL SHEET
Current Normal

POLLUTANT: Particulate Matter

EMISSION POINT / OPERATING PARAMETERS	EMISSION FACTOR RATE[c]	EMISSIONS lbs/hr[c]	EMISSIONS tons/yr
80 million bushels (MM bu) received, assume 100% wheat, 60 lb/bu * 80,000,000 bu/yr / 2000 lb/ton = 2.4 million tons/yr			
Receiving 2.4 million (MM) ton/yr rail 750, barge 750, truck 300, total 1,800 ton/hr max (baghouse)	0.5 lb/ton*(1-.999)	0.9	0.6
Headhouse receive 1,800 ton/hr, (baghouse), ship 2.4 MM ton/yr, 1,200 ton/hr (baghouse)	0.23 lb/ton*(1-0.999) 0.23 lb/ton*(1-0.999)	0.4 0.3	0.3 0.3
Gallery belt 2.4 MM ton/yr, 1,800 ton/hr, grain received (inbound)	0.15 lb/ton*(1-.999)	0.3	0.2
Tunnel belt 2.4 MM ton/yr, 1,200 ton/hr, outgoing (outbound)	0.97 lb/ton*(1-.999)	1.2	1.2
Shipping gallery 2.4 MM ton/yr, 1,200 ton/hr,	0.15 lb/ton*(1-.999)	0.2	0.2
Dust tank 6 ton/hr max, 12,500 ton/yr (estimate based on general grain handling)	1 lb/ton*(1-.999)	negl.	negl.
Loading 2.4 MM ton/yr, 1,200 ton/hr, ship loading, telescoping spout (85% control est.)[f]	0.13 lb/ton*(1-.85)	23.4	23.4
TOTAL PARTICULATE EMISSIONS for Current Year		26.6	26.1

NOTES:

(d) Based on maximum physical operation of the facility equipment or process.
(e) All of the grain elevator factors are from EPA/AIRS database, Feed and Grain Terminal Elevators, SCC 3-02-031-06 through -09.
(f) See note c, page A-2

PERMITS\P262003T

CARG003332

Soil analysis former tank site

HAYMOND & ASSOCIATES, INC.

ENVIRONMENTAL SCIENTISTS

1128 S.W. 13TH, PORTLAND, OR 97205
(503) 223-2737 FAX: 223-6168

December 17, 1991

Pace Construction, Inc.
10251 N.E. Marx
Portland OR 97220

PROJECT NAME/SITE: BUNGE CORPORATION

(LAB FILE: PACE12.DOC)

LAB ID/ FIELD ID:

3307/ #1 SOUTH END OF DIESEL TANK - SOIL
TPH-HCID: GASOLINE: Not detected or present below reporting limit
DIESEL: Not detected or present below reporting limit
HEAVY OIL: Not detected or present below reporting limit

Extract surrogate recovery was 73%

3308/ #2 NORTH END OF DIESEL TANK - SOIL
TPH-HCID: GASOLINE: Not detected or present below reporting limit
DIESEL: Not detected or present below reporting limit
HEAVY OIL: Not detected or present below reporting limit

Extract surrogate recovery was 69%

3309/ #3 SOUTH END OF GAS TANK - SOIL
TPH-HCID: GASOLINE: Not detected or present below reporting limit
DIESEL: Not detected or present below reporting limit
HEAVY OIL: Not detected or present below reporting limit

Extract surrogate recovery was 58%

3310/ #4 NORTH END OF GAS TANK - SOIL
TPH-HCID: GASOLINE: Not detected or present below reporting limit
DIESEL: Not detected or present below reporting limit
HEAVY OIL: Not detected or present below reporting limit

Extract surrogate recovery was 80%

TPH-HCID Parameters:
1) If possible, identification is by comparison to reference chromatograms. If identification cannot be made by comparison, then compounds from C_6 to C_{10} are called "Gasoline"; from C_{11} to C_{28} are called "Diesel"; and C_{29} and beyond are called "Heavy Oil".
2) The reporting limit for Gasoline is 20 mg/kg.
3) The reporting limit for Diesel is 50 mg/kg.
4) The reporting limit for Heavy Oil is 50mg/kg.

BTEX (602/8020) Parameters for Water
1) The detection limit for Benzene, Toluene, Ethylbenzene and each Xylene is 3ug/l (ppb).
2) The laboratory blank showed no BTEX.
3) Duplicate analysis agreed to within 15%.

BTEX (602/8020) Parameters for Soil
1) The detection limit for Benzene, Toluene, Ethylbenzene and each Xylene is .1 mg/kg
2) The laboratory blank showed no BTEX.
3) Duplicate analysis agreed to within 15%.

TPH-G Parameters:
1) Duplicate analyses agree to within 10%.
2) The reporting limit is 10 mg/kg.
3) Laboratory blank showed no gasoline.

TPH-418.1 Parameters for Soil
1) The detection limit for TPH is 2 mg/kg.
2) The limit of quantitation is 6 mg/kg.
3) The laboratory blank showed no detected TPH.

TPH-418.1 Parameters for Water
1) The detection limit for TPH is .1 mg/l
2) The limit of quantitation is .3 mg/l
3) The laboratory blank showed no detected TPH.

TPH-D Parameters for Soil
1) Duplicate analyses agree to within 10%.
2) The reporting limit is 20 mg/kg.
3) The laboratory blank showed no diesel.

CARG003333

EASTERN ELECTRIC APPARATUS REPAIR COMPANY, INC.

10
SE
(20

PCB Disposal

April 27, 1988

Bunge Corp.
800 North River
Portland, Oregon 97227

Attn: Jim Faherty

This letter is to certify that the PCB transformer(s) with the Serial Number(s) and liquid amount(s) listed below delivered to Eastern Electric Service Plant, Seattle, WA on 12/8/87 were disposed of according to 40CFR Part 761.60 (b) (1) (i) (B).

Attached are copies of the Hazardous Waste Manifest, Ticket Number AR-160050 (liquids), Hazardous Waste Manifest Number 00014 (Transformer Carcass), and Certificate of Destruction (liquids) in which your materials were included.

Should you have any questions, please feel free to call.

EASTERN ELECTRIC CORPORATION

Transformer Serial Number(s):	Liquid Amount(s) Gallons:	Kilograms:
6943088	491.6	1573.12

CARG003334

STATE OF ARKANSAS
Department of Pollution Control and Ecology
P. O. Box 9583 Little Rock, Arkansas 72219
Telephone 501-562-7444

Please print or type. *(Form designed for use on elite (12-pitch) typewriter.)*

Form Approved. OMB No. 2050-0039. Expires 9-30-88

AR 3-87

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. W A D 9 8 0 7 3 8 4 6 2 0 — Manifest Document No. 0 0 2 0

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

GENERATOR

3. Generator's Name and Mailing Address
Eastern Electric
10831 E. Marginal Way S., Seattle, WA 98168
4. Generator's Phone (206) 767-9506

A. State Manifest Document Number: AR-160050
B. State Generator's ID:

5. Transporter 1 Company Name: Ensco, Inc., El Dorado, AR
6. US EPA ID Number: A R D 0 6 9 7 4 8 1 9 2
C. State Transporter's ID: H10 PC708
D. Transporter's Phone: 501-863-7173

7. Transporter 2 Company Name:
8. US EPA ID Number:
E. State Transporter's ID:
F. Transporter's Phone:

9. Designated Facility Name and Site Address
Ensco, Inc.
American Road
El Dorado, AR 71730
10. US EPA ID Number: A R D 0 6 9 7 4 8 1 9 2
G. State Facility's ID:
H. Facility's Phone: (501) 863-7173

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. Hazardous waste, liquid, N.O.S., ORM-E, NA 9189 (PCB) R.Q.	0 0 1	T T	3 9 9 0 0	P	PCB
b.					
c.					
d.					

J. Additional Descriptions for Materials Listed Above
a. Liquid

K. Handling Codes for Wastes Listed Above
Emergency Response
Larry Robinson

if no alternate TSDF, return to generator
(206) 767-9506

15. Special Handling Instructions and Additional Information
Dike and contain spills, avoid contact with skin.
Alternate TSDF: Return to Generator.

16 GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and Arkansas state regulations.
If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: Larry Robinson — Signature: Larry Robinson — Month Day Year: 10 21 09 88

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Van Edmondson — Signature: Van O. Edmondson — Month Day Year: 10 21 09 88

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name: — Signature: — Month Day Year:

FACILITY

19. Discrepancy Indication Space
11a - 40,860#

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: Sharon Morgan — Signature: Sharon Morgan — Month Day Year: 10 21 88

EPA Form 8700-22 (Rev. 9-86) Previous edition is obsolete.

NOTICE: THE ORIGINAL AND NOT LESS THAN TWO (2) COPIES MUST MOVE WITH THE HAZARDOUS WASTE SHIPMENT. ONCE DELIVERED, THE TREATMENT, STORAGE, DISPOSAL FACILITY MUST RETURN THIS ORIGINAL COPY TO THE GENERATOR.

CARG003335

ensco
a subsidiary of environmental systems company

P.O. BOX 8513 333 EXECUTIVE COURT LITTLE ROCK, AR 72205 (501) 223-4100

CERTIFICATION

No. 40007

CERTIFICATION OF COMPLIANCE AND DISPOSAL

EASTERN ELECTRIC APPARATUS
REPAIR CO. INC.
10831 EAST MARGINAL WAY SOUTH
SEATTLE, WA 9816800000

ENSCO CERTIFIES THAT AS OF THE 12TH OF FEBRUARY 1988, ALL MATERIAL RECEIVED FROM EASTERN ELECTRIC APPARATUS DESCRIBED ON ENSCO INVOICE NUMBER 00001533, DATED 2/19/88, ENSCO RECEIVING REPORT NUMBER (DELIVERY TICKET NUMBER) PBK- 1533 AND MANIFEST NUMBER AR000160050, WAS DISPOSED OF IN COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.

ENSCO INCORPORATED

BY John T. Corcia

NAME JOHN T. CORCIA

TITLE VICE PRESIDENT / SALES & MARKETING

DATE 4/06/88

FORM NO. LR-95113 (REV. 4/87)

90692

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: W·A·D·9·8·0·7·3·8·4·6·2 | Manifest Document No.: 0·0·0·1·4
2. Page 1 of 1 | Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
Eastern Electric
10831 E. Marginal Way S., Seattle, WA 98168
4. Generator's Phone (206) 767-9506

A. State Manifest Document Number:
B. State Generator's ID:

5. Transporter 1 Company Name: Dorwin Trucking
6. US EPA ID Number: W·A·D·0·5·5·4·8·6·7·6·5
C. State Transporter's ID:
D. Transporter's Phone: (206) 922-6588

7. Transporter 2 Company Name:
8. US EPA ID Number:
E. State Transporter's ID:
F. Transporter's Phone:

9. Designated Facility Name and Site Address
Chem - Security Systems, Inc.
Star Route
Arlington, OR 97812
10. US EPA ID Number: O·R·D·0·8·9·4·5·2·3·5·3
G. State Facility's ID:
H. Facility's Phone: (503) 454-2643

	11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	RM	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a.	Empty PCB Transformers Not Subject To 49 C.F.R.		0·3·4	C·M	2·7·9·2·5	P	X002
b.	Empty PCB Transformers Not Subject to 49 C.F.R.		0·0·2	C·M	·9·7·6·3	P	X002
c.	R.Q., Hazardous Substance, Solid, N.O.S., ORM-E, N.A. 9188 (Polychlorinated Biphenyls)	X	0·1·3	D·M	·3·6·6·5	P	X002
d.							

J. Additional Descriptions for Materials Listed Above
A. PCB Transformers Under 500 PPM - Drained
B. PCB Transformers Over 500 PPM - Drained & Flushed
C. PCB Contaminated Solids

K. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information
A. D-97374
B. D-97371
C. D-97370

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations.

Printed/Typed Name	Signature	Date (Month Day Year)
Larry Robinson	Larry Robinson	0 1 0 7 8 8

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Date (Month Day Year)
Jimmy A. Kain	Jimmy A. Kain	0 1 1 1 8 8

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Date (Month Day Year)

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name	Signature	Date (Month Day Year)
Tami C. Cheney	Tami C. Cheney	0 1 1 2 8 8

GENERATOR

TRANSPORTER

FACILITY

ORIGINAL - RETURN TO GENERATOR

CARG003337

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL, LEAK, FIRE OR EXPOSURE CALL TOLL-FREE 1-800-424-9300 DAY OR NIGHT

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent.

Shippers Number _____

Carriers Number _____

CARRIER: _____ SCAC _____ Date 6-22-86

TO: Consignee	Westinghouse Electric Corporation	FROM: Shipper	Bunge Corporation
Street Destination	10831 E. Marginal Way South	Street Origin	
	Seattle, WA 98168 Zip		Portland, OR Zip

Route: _____ Vehicle Number _____

No. Shipping Units	HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS - PROPER SHIPPING NAME)	HAZARD CLASS	I.D. Number	WEIGHT (subject to correction)	RATE	LABELS REQUIRED (or exemption)
3	RQ	Capacitors Containing: Waste,	ORM-E	UN2315			PCB/MM-8
		Polychlorinated Biphenyls					

Remit C.O.D. to:
Address:
City: State: Zip:

COD Amt: $

C.O.D. Fee:
Prepaid ☐
Collect ☐ $

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding $ Per

(Signature of Consignor)

FREIGHT CHARGES
☐ PREPAID ☐ COLLECT

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____

PLACARDS REQUIRED

PLACARDS SUPPLIED ☐ YES ☐ NO-FURNISHED BY CARRIER

DRIVER SIGNATURE:

SHIPPER: Bunge Corp.
PER: [signature]
DATE: 5-22-86

CARRIER: WESTINGHOUSE
PER: Larry Robinson
DATE: 5-22-86

FORM # 9-BLS-A (4 PLY)
Revised 11/82

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL, LEAK, FIRE OR EXPOSURE CALL TOLL-FREE 1-800-424-9300 DAY OR NIGHT

CARG003338

ACTS 412
S D MYERS
THE TRANSFORMER CONSULTANTS

40523 ENCYC
PHONE (415)

PCB Free
Down.

TEST SURVEY RECAP

CUST# 00584900 BUNGE CORPORATION PORTLAND OR 4/06/90

TC#	SUBSTATION NAME	SIZE KVA	GALLONS LIQUID	TYPE	PCB CLASS	PCB DATE	LST	GC	KF	ICP	PF	SERVICE PRODUCT
1	MAIN	1500	187	OIL	NON-PCB	1/99/87	AC	AC	AC	AC	AC	REPAIR/PAINT: SEE VISUAL DATA
2	MAIN	1500	187	OIL	NON-PCB	1/99/87	AC	AC	AC	AC	AC	ACCEPTABLE DATA-RETEST 1 YEAR
3	XFMR DISCONNECT #1		65	OIL	NO DATA		AC	AC				ACCEPTABLE DATA-RETEST 1 YEAR
4	XFMR DISCONNECT #2		65	OIL	NO DATA		AC	AC				ACCEPTABLE DATA-RETEST 1 YEAR

CARG003339

THE TRANSFORMER CONSULTANTS

40523 ENCYCLOPEDIA FREMONT, CA 94538 TC# 0002

CUST-BUNGE CORPORATION ID#- 00584900 DATE PRINTED 4/03/90

MFG- GE KVA- 1,500 PRIMARY- 12,000 SUB NAME- MAIN UNIT #-SOUTH #1

S/N- H885892 GAL- 187 SECONDARY- 480 LOCATION- OUTDOOR/GROUND

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	SERVICE	TEMPERATURE	MOISTURE PPM	PER CENT MOISTURE SATURATION	PER CENT MOISTURE/DRY WEIGHT	AGING FACTOR	GRADE
4/14/88		30C	14	20	1.76	22x	B
8/25/88	PROOF	N/A	< 10	N/A	N/A	N/A	AC
4/19/89		23C	< 10	15	1.5	2x	A
3/16/90		23C	< 10	8	1.5	2x	A

```
        A
0------|-1----/----2----/----3--/------4---------5---------6---------7 PERCENT MOISTURE/DRY WT
<      A      ><   B   ><   C  ><  D  ><           F              >
```

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
4/14/88	6	2618	69062	17	314	4948	10	25	ND	372	77000
4/19/89	ND	11975	68257	ND	137	2130	ND	TRACE	ND	137	82499
3/16/90	13	8724	67406	6	256	3343	1	1	ND	277	79750

RECOMMENDATION * COMMENTS

RETEST 1 YEAR * B-THE ANALYSIS OF THIS SAMPLE SHOWS NO SIGNIFICANT INCREASE IN THE COMBUSTIBLE GAS VOLUME.

*

*

*

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	ZINC	COPPER	LEAD	SILVER
4/14/88	ND	ND	ND	ND	.220	ND
4/19/89	ND	ND	ND	ND	ND	ND
3/16/90	ND	ND	ND	ND	ND	ND

NOTE-THE ANALYSIS OF THIS SAMPLE DOES NOT SHOW ANY SIGNIFICANT INCREASE IN ANY OF THE DISSOLVED METALS. THEREFORE, THERE DOES NOT APPEAR TO BE ANY SIGNIFICANT METALLIC DETERIORATION PRESENT AT THIS TIME. COMMENT-RETEST 1 YEAR.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
1/99/87		4			4

COLOR LABEL - GREEN CLASS - NON-PCB

THE TRANSFORMER CONSULTANTS

40523 ENCYCLOPEDIA FREMONT, CA 94538 TC# 0001

CUST-BUNGE CORPORATION ID#- 00584900 DATE PRINTED 4/03/90

MFG- GE KVA- 1,500 PRIMARY- 12,000 SUB NAME- MAIN UNIT #-NORTH #2

S/N- H-885100 GAL- 187 SECONDARY- 480 LOCATION- OUTDOOR/GROUND

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	SERVICE	TEMPERATURE	MOISTURE PPM	PER CENT MOISTURE SATURATION	PER CENT MOISTURE/DRY WEIGHT	AGING FACTOR	GRADE
4/14/88		25C	12	22	2.04	25x	B
8/25/88	PROOF	N/A	< 10	N/A	N/A	N/A	AC
4/19/89		22C	11	23	2.08	25x	B
3/16/90		21C	< 10	13	1.5	2x	A

```
        A
0------|-1----/----2----/----3--/------4---------5---------6---------7 PERCENT MOISTURE/DRY WT
<      A      ><   B   ><   C  ><  D  ><            F              >
```

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
4/14/88	TRACE	19523	67888	TRACE	221	3118	ND	TRACE	ND	221	90750
8/25/88	ND	20031	59586	ND	ND	133	ND	ND	ND	ND	79750
4/19/89	TRACE	16668	69642	TRACE	143	1547	ND	TRACE	ND	143	88000
3/16/90	8	16205	58803	2	167	1816	TRACE	1	ND	178	77002

RECOMMENDATION * COMMENTS

RETEST 1 YEAR * B-THE ANALYSIS OF THIS SAMPLE SHOWS NO SIGNIFICANT INCREASE IN THE COMBUSTIBLE GAS VOLUME.

*

*

*

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	ZINC	COPPER	LEAD	SILVER
4/14/88	ND	ND	ND	ND	ND	ND
8/25/88	ND	ND	ND	ND	ND	ND
4/19/89	ND	ND	ND	ND	ND	ND
3/16/90	ND	ND	ND	ND	ND	ND

NOTE-THE ANALYSIS OF THIS SAMPLE DOES NOT SHOW ANY SIGNIFICANT INCREASE IN ANY OF THE DISSOLVED METALS. THEREFORE, THERE DOES NOT APPEAR TO BE ANY SIGNIFICANT METALLIC DETERIORATION PRESENT AT THIS TIME. COMMENT-RETEST 1 YEAR.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
1/99/87		30			30

COLOR LABEL - GREEN CLASS - NON-PCB

CARG003341

82340
4015-1 4014-1

#13251

used oil disposal

SPENCER ENVIRONMENTAL SERVICES, INC.
15770 South Beaver Glen Drive
OREGON CITY, OREGON 97045

(503) 655-0896
EPA ID#ORD-980-836-415

JOB PHONE	DATE OF
	3-1
JOB NAME/LOCATION	

TO BUNGE CORP
800 N RIVER ST
PORTLAND OR 97227

PHONE
ORDER TAKEN BY

TERMS: 1½% 10 Days 3-27-95 Billing Date PO#51-4

DESCRIPTION	AMOUNT	
PICKED UP 280 GALLONS OF USED OIL & WATER		
CLOR CK OK		
@35¢ PER GALLON	98	00
SERVICE CHARGE	65	00

ACCT. NO.
USAGE 9099
APPROVAL
CK. NO.

Signature certifies that to the best of my knowledge this product has not been mixed with hazardous waste.

A FINANCIAL CHARGE of 1½% per month may be applied to any Past Due amount. Past Due Accounts may be placed on C.O.D. without notification. If outside collection action is necessary purchaser shall pay all costs of collection including reasonable attorney's fees.

LABOR	HOURS	RATE	AMOUNT		TOTAL MATERIAL		
#27 ROB					TOTAL LABOR		
WORK ORDERED BY	DATE COMPLETED	TOTAL LABOR			TAX		
					PAY THIS AMOUNT ➔	163	00

Thank You

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)

CARG003342

CARG003343

METRO

METRO
Remit to:
600 Northeast Grand Avenue
Portland, Oregon 97232-2736
(503) 797-1700

REMARKS

Metro Central Station
Recycling And Transfer Services
6161 NW 61st Portland, OR 97210

Metro South Station
Recycling And Transfer Services
2001 Washington Oregon City, OR 97045

Acct Name: METROPOLITAN DISPOSAL CORP

Ticket Number: 73

SITE	DATE MONTH	DAY	YEAR	TIME HOURS	MIN.'S	ACCOUNT NUMBER	WEIGH-MASTER IN	WEIGH-MASTER OUT	DEST.	VEHICLE TYPE	VEHICLE NUMBER	MATERIAL	PAY TYPE

V:C5.03

TT: 1

MC 04-17-95 07:53 5113 FLE ADP 20 1 1586 8 Charge

	Pounds	Tons						
Gross Wt	49700	24.85	S12	Tip Charge	$	857.25	Rate	$ 75.00/TN
Tare Wt	26840	13.42	M 0	Special Fee	$	3.00	Deposit	$ 0.00
							Tendered	$ 0.00
Net Wt	22860	11.43		Total Fee	$	860.25	Change	$ 0.00

SC= Car Tires 3,

PAID

THANK YOU

CONTROL # 0426398

RETAIN THE YELLOW COPY FOR YOUR RECORDS. NO ADDITIONAL COPIES WILL BE SENT

Signature
I CERTIFY THAT THIS LOAD WAS GENERATED IN WASHINGTON, MULTNOMAH OR CLACKAMAS COUNTY

82340
4015-1 4014-1

#1325

Used oil disposal

SPENCER ENVIRONMENTAL SERVICES, INC.
15770 South Beaver Glen Drive
OREGON CITY, OREGON 97045

(503) 655-0896
EPA ID#ORD-980-836-415

JOB PHONE

JOB NAME/LOCATION

TO BUNGE CORP

800 N RIVER ST

PORTLAND OR 97227

PHONE

ORDER TAKEN BY

TERMS: 1½% 10 Days ~~30 Days~~ 3-27-95 Billing Date

PO#51-4

DESCRIPTION	AMOUNT	
PICKED UP 280 GALLONS OF USED OIL & WATER		
CLOR CK OK		
@35¢ PER GALLON	98	00
SERVICE CHARGE	65	00

ACCT. NO.
USAGE 9099
APPROVAL
CK NO.

Signature certifies that to the best of my knowledge this product has not been mixed with hazardous waste.

A FINANCIAL CHARGE of 1½% per month may be applied to any Past Due amount. Past Due Accounts may be placed on C.O.D. without notification. If outside collection action is necessary purchaser shall pay all costs of collection including reasonable attorney's fees.

LABOR	HOURS	RATE	AMOUNT		TOTAL MATERIAL		
#27 ROB					TOTAL LABOR		
WORK ORDERED BY	DATE COMPLETED	TOTAL LABOR			TAX		
					PAY THIS AMOUNT ➔	163	00

Thank You

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)

CARG003344

CARG003345

MAY-31-95 WED 12:51 BUNGE ELEV PORTLAND FAX NO. 5032811971 P. 02

Waste Disposal

METRO

METRO
Remit to:
600 Northeast Grand Avenue
Portland, Oregon 97232-2736
(503) 797-1700

REMARKS

Metro Central Station
Recycling And Transfer Services
6161 NW 61st Portland, OR 97210

Metro South Station
Recycling And Transfer Services
2001 Washington Oregon City, OR 97045

Acct Name: METROPOLITAN DISPOSAL CORP

Ticket Number: 73

SITE	DATE MONTH	DAY	YEAR	TIME HOURS	MIN.'S	ACCOUNT NUMBER	WEIGH-MASTER IN	WEIGH-MASTER OUT	DEST.	VEHICLE TYPE	VEHICLE NUMBER	MATERIAL	PAY TYPE
MC	04	17	95	07	53	5113	FLE ADP		20	1	1586	8	Charge

9:05.03

TT: 1

	Pounds	Tons					
Gross Wt	49700	24.85	S12	Tip Charge	$ 857.25	Rate	$ 75.00/TN
Tare Wt	26840	13.42	M 0	Special Fee	$ 3.00	Deposit	$ 0.00
						Tendered	$ 0.00
Net Wt	22860	11.43		Total Fee	$ 860.25	Change	$ 0.00

SC= Car Tires 3,

PAID

THANK YOU

#2 #8

CONTROL# 0426398

RETAIN THE YELLOW COPY FOR YOUR RECORDS. NO ADDITIONAL COPIES WILL BE SENT

Signature
I CERTIFY THAT THIS LOAD WAS GENERATED IN WASHINGTON, MULTNOMAH OR CLACKAMAS COUNTY

Kerr 0001.PDF

F1-507 Dissolution and transfer of assets, etc. of KERR GIFFORD & CO. INC.

Dissolved in 1955

PERMANENT
FILE CLOSED.

Box # 3

By Celeste Moore 1/21/72
K. S.

2002/05919

F01-507
DISSOLVED IN 1955
00102860001

CARG003347

Kerr 0003.PDF

ASSIGNMENT

WHEREAS, at a meeting of the stockholders of Kerr Gifford & Co. Inc., an Oregon corporation, held at the office of the Company in Portland, Oregon on September 22, 1954, the stockholders adopted a resolution that the corporation be dissolved and the Board of Directors and officers of the corporation were empowered and directed to do all things necessary to settle the affairs of the corporation, to provide for the payment of its liabilities and to distribute its assets to the stockholders in cash or kind in exchange for and against final surrender for cancellation of the stock of the corporation; and

WHEREAS, Cargill, Incorporated, a corporation, owns all of the issued and outstanding capital stock of Kerr Gifford & Co. Inc. and in exchange for the assets of said corporation is willing to assume the liabilities of said corporation and to surrender for cancellation all of the capital stock of said corporation.

NOW, THEREFORE, Kerr Gifford & Co. Inc. for a good and valuable consideration does hereby bargain, sell, convey, assign and transfer to Cargill, Incorporated, a corporation, all of the assets of Kerr Gifford & Co. Inc. as of the close of day October 31, 1954, including all real property, all tangible and intangible personal property, cash, accounts receivable, inventories, contracts, prepaid items and reserves; subject, however, to all the liabilities of Kerr Gifford & Co. Inc. as of said date, including accounts payable, accrued liabilities and contingent liabilities and contract obligations, all of which liabilities Cargill, Incorporated agrees with Kerr Gifford & Co. Inc. to assume, perform, pay, carry out and discharge.

CARG003349

In consideration thereof, Cargill, Incorporated agrees with Kerr Gifford & Co. Inc. to forthwith surrender for cancellation all of the capital stock of Kerr Gifford & Co. Inc. owned by Cargill, Incorporated as of said date, including seven shares the record title to which is held by its nominees, or a total of 2,911 shares, being all of the issued and outstanding stock of Kerr Gifford & Co. Inc.

Kerr Gifford & Co. Inc. further agrees with Cargill, Incorporated to execute on demand any and all further instruments, including deeds, bills of sale and assignments, which may be necessary or convenient in order to evidence this sale, transfer and assignment to Cargill, Incorporated.

IN WITNESS WHEREOF, Kerr Gifford & Co. Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed in pursuance of authority of its Board of Directors this 30th day of October, 1954.

KERR GIFFORD & CO. INC.

By _____
VICE-PRESIDENT

Attest:

_____
Secretary

CARG003350

Kerr 0004.PDF

KERR GIFFORD & CO. INC. WAS DISSOLVED IN 1955 AND A NEW CORPORATION (KERR GIFFORD & CO. INC.) WAS FORMED TO PROTECT THE NAME

DISSOLUTION IN 1955

CARG003352

Kerr 0005.PDF

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON
BEACON 8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
JAMES R. BJORGE
JAMES C. INGWERSEN

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

March 9, 1955

AIRMAIL

Mr. William Merlin,
Cargill, Incorporated,
200 Grain Exchange Building,
Minneapolis, Minnesota.

Dear Bill:

Re: Kerr Gifford & Co. Inc.

This letter is in reference to our telephone conversation of this date and your letter of March 7, 1955.

I find that the letters to Mr. Thomas Kerr and Mr. S. E. Mikkelson returning their declarations of trust with respect to shares of stock remaining of record in their names had been mailed to them. Of course, Mr. Sarsfield has his letter, and the forms. In view of this development, I will await your further instructions in this respect. In the "folder" sent to you this week, you will find copies of these letters of transmittal.

As to the property conveyed in error in 1953, I am transmitting herewith an extra office copy of the deed from Kerr Gifford & Co. Inc. to James McDonald and A. H. Gattie. You will note that this is not a conformed copy, but if it is necessary that you have a conformed copy, the additional information will be obtained and sent to you. The parcel conveyed in error is designated as "Parcel No. 1" in this deed. I have been informed, and it is my opinion that this parcel is the same parcel covered by the lease from the Oregon-Washington Railroad & Navigation Company and Union Pacific Company to Kerr Gifford & Co. Inc. dated May 15, 1942 for a term, as extended, ending April 30, 1949. That is to say, prior to the expiration of the term, Kerr Gifford & Co. Inc.

CARG003354

purchased this parcel from the railroad companies. I understand that situated upon the premises are certain "grain bins" which are a part of the so-called Kerr Gifford Elevator in East Portland.

As stated in our telephone conversation, we have not as yet received the quitclaim deed from Mr. and Mrs. McDonald and Mr. and Mrs. Gattie but we expect to receive the same within a few days. We will not record the quitclaim deed transmitted with your letter until we obtain their quitclaim deed.

In view of the fact that the declarations of trust have been mailed we will, as instructed by you, withhold filing of the Articles of Dissolution of the three subsidiary corporations until we again hear from you.

I am also transmitting herewith a copy of the lease, No. 56863 of the Great Northern Railway Company, (replacing Lease No. 49537 which was in favor of Tulelake Grain Company), which was mailed to me by the railway company at my request. I requested this copy because the files of Kerr Gifford & Co. Inc. were incomplete in this respect and I suggest that this copy be inserted in the folder designated "Merrill, Oregon".

You will find the original recorded deed from Kerr Gifford & Co. Inc. to Cargill, Incorporated covering the "Albina Dock" property in the folder which was sent to you last Monday.

Very truly yours,

Enclosures

cc - train mail

CARG003355

MAR 21 1955

Kerr 0006.PDF

March 7, 1955

Contents of Folder designated: "INSTRUMENTS OF TRANSFER" --

1. Assignments of Leases

a. "Blanket Assignment" by Kerr Gifford & Co. Inc. to Cargill, Incorporated of all assets as of the close of day October 31, 1954, which assignment is dated October 30, 1954.

b. "Blanket Assignment" from Tulelake Grain Company to Cargill, Incorporated of all assets as of the close of day December 31, 1954, except the promissory note and chattel mortgage given by Les Withee and wife, which assignment is dated January 18, 1955.

c. Assignment by Kerr Gifford to Cargill dated November 18, 1954, assigning its interest as Lessee in lease from River Terminals Co., involving premises at The Dalles, Oregon, together with executed consent of River Terminals Co.

d. Assignment by Kerr Gifford to Cargill dated November 12, 1954, of its interest as Lessor in that lease dated August 9, 1953, whereby Kerr Gifford leased to Emma Erwin certain premises at The Dalles, Oregon, for restaurant purposes.

e. Assignment by Kerr Gifford to Cargill dated November 12, 1954, of its interest in the Lease dated April 20, 1948 from the Port of Arlington, covering certain premises at Arlington. Attached to the assignment is a letter dated August 9, 1954, signed on August 26, 1954, on behalf of the Port of Arlington as evidencing its consent to an assignment. As this consent had been obtained, no effort was made to obtain a further consent.

f. Assignment by Kerr Gifford to Cargill dated November 12, 1954 of its interest as Lessor in the lease of February 1, 1952, to the United States of America, giving the Lessee the right to maintain a navigation aid sign upon the premises at Arlington, Oregon.

g. Assignment from Kerr Gifford to Cargill dated November 12, 1954 of its interest under the lease dated June 21, 1954 from Diamond Lumber Company, covering certain premises in the vicinity of Portland, Oregon, used for grain storage purposes, together with the consent of Diamond Lumber Company.

h. Assignment from Kerr Gifford to Cargill dated November 12, 1954 of its interest under the lease dated August 1, 1954, from William Shenker and wife covering the premises at Portland, Oregon known as "Oregon Shipyard". In my opinion, it was not necessary to obtain the consent of an assignment to Cargill by virtue of the terms of the lease and therefore no consent was obtained.

CARG003358

(1. Assignments of Leases - continued)

i. Assignment by Kerr Gifford to Cargill dated November 12, 1954, of its interest under the lease dated July 20, 1954 from the Commission of Public Docks of the City of Portland, Oregon, giving the Lessee the right to store wheat in bulk at House 4, at Terminal No. 4, together with the consent to assignment by the Commission of Public Docks.

j. Assignment by Kerr Gifford to Cargill dated November 12, 1954, of its interest under the lease dated December 11, 1951 from Walter S. Talbott and wife, covering the office space at Colfax, Washington, together with the consent to assignment by the Lessors.

k. Assignment by Kerr Gifford to Cargill dated November 12, 1954, of its interest under the lease dated March 1, 1950, from Title and Trust Company covering the office space in Portland, Oregon, together with the Assignment of Lessor's interest by Title and Trust Company to Portland Trust Bank, and consent to the assignment (to Cargill) by Portland Trust Bank.

l. Assignment by Kerr Gifford to Cargill dated November 12, 1954 of its interest under the lease dated June 1, 1953 from Tulelake Growers' Association, Inc., covering certain premises at Newell, California (sometimes referred to as "Jap Camp"), together with consent to assignment by Tulelake Growers' Association, Inc. Attention is called to the fact that the lease contains an option to extend, which option must be exercised sometime in advance of May 30 of each year.

m. Assignment by Kerr Gifford to Cargill, dated November 12, 1954, of its interest under the lease dated June 21, 1954, from Tulana Farms, covering certain premises at Tuber Siding, California, which lease contains an option to purchase. In my opinion a consent to assignment is not necessary under the terms of the lease and, therefore, no consent was obtained. However, because of the option to purchase contained in the lease, a letter was sent to Tulana Farms notifying it of the assignment, and a copy of the letter is transmitted.

2. Miscellaneous Assignments

a. Assignment from Kerr Gifford to Cargill dated January 7, 1955, of the Trade Mark "Kerr's" (with ship), registered in the United States Patent Office under No. 557,163, which has been recorded in the records of the United States Patent Office.

b. As to the lease from Hubert I. Shaver to Kerr Gifford & Co. Inc. of a truck and trailer, it was determined to cancel the same, and the agreement of cancellation is transmitted. While the agreement was executed as of January 24, 1955 on behalf of Kerr Gifford & Co. Inc., it is assumed that this will be deemed sufficient.

(2. Miscellaneous Assignments, continued)

c. Assignment by Kerr Gifford to Cargill dated November 12, 1954, of a possibility of reverter under a certain easement for railway purposes given by Kerr Gifford & Co. Inc. to Union Pacific Railroad Company by instrument dated December 23, 1936, involving lands at The Dalles, Oregon.

d. Assignment by Kerr Gifford to Cargill dated November 12, 1954 of its interest as Lessor in and to a certain agreement with Anheuser-Busch, Inc., dated June 17, 1954.

3. Deeds of Conveyance

a. Deed from Kerr Gifford to Cargill, dated November 12, 1954, recorded January 28, 1955 in Book 1702 at Page 542, Deed Records, Multnomah County, Oregon, covering the premises commonly known as the "Kerr Gifford Elevator" in East Portland.

b. Deed from Kerr Gifford to Cargill dated November 12, 1954, recorded January 28, 1955, in Book 1702 at Page 536, Deed Records, Multnomah County, Oregon, covering a small parcel in Block 35, Wheeler's Addition to the City of East Portland, upon which are situated certain "grain bins" which are a part of the "Kerr Gifford Elevator" in East Portland.

Through error, title to this parcel had been theretofore conveyed by Kerr Gifford & Co. Inc. to James McDonald and A. H. Gattie. We are proceeding to obtain a Quitclaim Deed from them to Kerr Gifford & Co. Inc. It is our opinion that, upon recording of such Quitclaim Deed the "After Acquired" title would pass to Cargill, Incorporated by virtue of the deed above mentioned.

c. Deed from Kerr Gifford to Cargill dated November 12, 1954, recorded January 28, 1955 in Book 1702 at Page 539, Deed Records, Multnomah County, Oregon. This deed covers two parcels, and it subsequently developed that these two parcels constitute what is known as the "Albina Dock" in East Portland, and had been previously sold and conveyed to James McDonald and A. H. Gattie. Consequently, Cargill, Incorporated should execute and record a Quitclaim Deed to Kerr Gifford & Co. Inc., for the purpose of removing any "cloud" upon the title of Messrs. McDonald and Gattie.

d. Deed from Kerr Gifford to Cargill, Incorporated, dated November 12, 1954 recorded January 29, 1955 in Volume 35 at Page 373, Deed Records, Gilliam County, Oregon, covering certain premises at Arlington, Oregon.

(3. Deeds of Conveyance, continued)

e. Deed from Kerr Gifford to Cargill, dated November 12, 1954, recorded January 29, 1955 in Volume 35, at Page 374, Deed Records, Gilliam County, Oregon, covering certain premises at Arlington, Oregon.

f. Deed from Diamond Flour Mills Co. to Cargill, Incorporated, dated January 18, 1955, recorded January 29, 1955, in Book 130 at Page 227, Deed Records, Wasco County, Oregon, covering certain premises at The Dalles, Oregon.

g. Deed from Tulelake Grain Company to Cargill, Incorporated, dated January 18, 1955, recorded February 9, 1955 in Volume 272 at Page 239, Deed Records, Klamath County, Oregon, covering certain premises at Merrill, Oregon.

h. Deed from Tulelake Grain Company to Cargill, Incorporated, dated January 18, 1955, recorded February 9, 1955 in Volume 272 at Page 242, Deed Records, Klamath County, Oregon, covering certain premises in Klamath County, Oregon, sometimes referred to as "Lost River.

i. Deed from Kerr Gifford to Cargill, dated November 12, 1954, recorded February 9, 1955, in Volume 272, Page 237, Deed Records, Klamath County, Oregon, covering certain premises at Merrill, Oregon, which I believe is referred to as the "Residence Property".

j. Executed copy of Deed from Kerr Gifford & Co. Inc. (Oregon) to Kerr Gifford & Co. Inc. of California, covering certain premises at Madison, California. I understand that the original recorded deed has been or will be sent to you by Mr. Coghlan.

4. Bills of Sale

a. Bill of Sale from Kerr Gifford to Cargill, dated November 12, 1954, covering the buildings and improvements on the premises described in Permit No. 55780 of the Great Northern Railway Company covering premises at Merrill, Oregon.

b. Bill of Sale from Kerr Gifford to Cargill, dated January 18, 1955, covering improvements on the premises described in Lease No. 56863 of the Great Northern Railway Company covering premises at Merrill, Oregon.

c. Bill of Sale from Tulelake Grain Company to Cargill, dated January 18, 1955, covering improvements on the premises described in Lease No. 47485 of the Great Northern Railway Company, covering premises at Stonebridge, Oregon.

(4. Bills of Sale, continued)

d. Bill of Sale from Tulelake Grain Company to Cargill, dated January 18, 1955, covering improvements on the premises described in Lease No. 48303 of the Great Northern Railway Company, covering premises at Merrill, Oregon.

e. Bill of Sale from Tulelake Grain Company to Cargill, dated January 18, 1955, covering the improvements on the premises described as Lots 28 to 35 inclusive of the Great Northern Railway Company's Right of Way and Station Grounds, presumably at Merrill, Oregon.

f. Bill of Sale from Tulelake Grain Company to Cargill, dated January 18, 1955, covering the improvements on the premises described in Lease No. 56402 of the Great Northern Railway Company covering premises at Kandra, California.

(With reference to the lease numbers mentioned in the foregoing assignments, attention is called to the fact that these assignments were prepared before I was aware that some of the leases had been canceled and new leases issued bearing a different number. This matter of the change in numbers was specifically covered in my letter to Mr. Merlin transmitting the assignments of the leases.)

g. Bill of Sale from Tulelake Grain Company to Cargill, Incorporated, dated January 18, 1955, covering the improvements (grain elevator) upon certain premises near Staley, California. The real property upon which these improvements are situated is presently owned by the United States of America (U.S.D.I.), and Southern Pacific Company has been attempting for several years to effect an exchange with the Government so that it might acquire title to the premises upon which the elevator is situated and thereafter give a lease, or permit to use. As of this date this has not been accomplished.

h. Bill of Sale from Tulelake Grain Company to Cargill, dated January 18, 1955, covering the personal property which was purchased along with certain real property from the Pacific Supply Cooperative, and which personal property is presently situated at Merrill, Oregon. This instrument might not be necessary, but was prepared for the purpose of completing the entire matter.

i. Bill of Sale from Kerr Gifford to Cargill dated November 12, 1954, covering certain motor vehicles which were acquired in connection with an exchange which primarily involved real property at Arlington, Oregon. Again, this instrument might not be necessary and, with respect to the motor vehicles, the transfer of the certificates of title would be sufficient.

STOCK CERTIFICATES

1. Certificate No. 25 for 48 shares of Merchants Warehouse Co. in the name of Cargill, Incorporated.

Certificate No. 21 for one (1) share of Merchants Warehouse Co. in the name of Thomas Kerr and endorsed by him to Cargill, Incorporated.

(Stock Certificates - 1, continued)

Certificate No. 23 for one (1) share of Merchants Warehouse Co. in the name of J. J. Sarsfield, and endorsed by him to Cargill, Incorporated.

2. Certificate No. 48 for one (1) share of Diamond Flour Mills Co. in the name of Cargill, Incorporated.

Certificate No. 45 for three (3) shares of Diamond Flour Mills Co. in the name of Thomas Kerr, Trustee, and endorsed by him to Cargill, Incorporated.

Certificate No. 46 for one (1) share of Diamond Flour Mills Co. in the name of J. J. Sarsfield and endorsed by him to Cargill, Incorporated.

3. Certificate No. 12 for one thousand four hundred and forty-five (1,445) shares of Tulelake Grain Company in the name of Cargill, Incorporated.

Certificate No. 2 for one (1) share of Tulelake Grain Company in the name of John J. Sarsfield, and endorsed by him to Cargill, Incorporated.

Certificate No. 4 for one (1) share of Tulelake Grain Company in the name of Thomas Kerr and endorsed by him to Cargill, Incorporated.

Certificate No. 11 for one (1) share of Tulelake Grain Company in the name of S. E. Mikkelson, and endorsed by him to Cargill, Incorporated.

4. Certificate No. 85 for 500 shares of Seed Wheat Corporation of Washington, which corporation has been dissolved.

5. Certificate No. 41 for six hundred (600) shares of Stockton Bulk Terminal Co. in the name of Cargill, Incorporated.

6. Certificate No. 29 for 133-1/3 (one hundred and thirty-three and one-third) shares of Islais Creek Grain Terminal Corporation in the name of Cargill, Incorporated.

7. Assignment by Kerr Gifford & Co. Inc. to Cargill, Incorporated, dated November 15, 1954, of Debentures numbered 1 through 6 inclusive, of Tulelake Grain Company, in the aggregate amount of $55,600.00, together with the Debentures.

8. Assignment by Kerr Gifford & Co. Inc. to Cargill, Incorporated, dated November 15, 1954, of the indebtedness of Tulelake Grain Company to Kerr Gifford & Co. Inc. in the amount of $135,908.16. This represents an "open account" and the indebtedness was incurred because the cost of constructing the grain elevators exceeded the estimated cost of $200,000 by approximately the above-designated amount. Debentures were never issued for this excess.

(Stock Certificates, continued)

This folder also contains certain certificates for membership in various Grain Exchanges, but it was determined that I would not be required to take any action with reference to these memberships.

The certificates for shares of stock in Smith-Murphy Co., Inc., and Kerr Gifford & Co. Inc. of California, have been heretofore sent to you. Also, the certificates of shares and the Debentures of Victoria Elevator Limited have been heretofore sent to you.

* * * * * * * * * * *

CARG003364

Kerr 0007.PDF

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON
BEACON 8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCQ
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
JAMES R. BJORGE
JAMES C. INGWERSEN

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

February 14, 1955

AIRMAIL

Mr. William Merlin,
Cargill, Incorporated,
200 Grain Exchange Building,
Minneapolis 15, Minnesota.

Dear Bill:

This is in answer to your letter of February 10, 1955 relating to the dissolution and liquidation of Kerr Gifford & Co. Inc.; Tulelake Grain Company; Merchants Warehouse Co. and Diamond Flour Mills Co. Before proceeding to submit a status report, I shall comment briefly upon the action to be taken because of the determination to transfer to Kerr Gifford & Co. Inc. of California the "California properties" heretofore administered through the Merrill, Oregon office.

As to the Southern Pacific Company, it will be necessary to change not only the assignment of Lease Audit No. 93326, returned with your letter of February 10, 1955, but also the two assignments transmitted with my letter to you of February 10, 1955 involving trackage at Tuber, California and trackage at Staley, California. I therefore propose to hold the assignment of Lease Audit No. 93326 until these two additional agreements are returned so that all may be returned to Southern Pacific Company at one time.

As to the Great Northern Railway Company, we will proceed to rewrite the assignment of Lease No. 56874 involving lands at Kandra Station, Modoc, California and after it has been executed on behalf of Kerr Gifford & Co. Inc. (Oregon) we will, unless otherwise instructed by you, send the same to San Francisco, California for execution on behalf of Kerr Gifford & Co. Inc. of California. We will also proceed to rewrite, have executed on behalf of Kerr Gifford & Co. Inc. and obtain the consent of the lessor when necessary, the following instruments, namely,

CARG003366

1. Assignment of interest as lessee under lease from Tulelake Growers Association covering the premises at Staley, California, sometimes referred to as Newell, California ("Jap Camp");

2. Assignment of interest as lessee under lease from Tulana Farms covering the premises at Tuber Siding, California;

3. Bill of sale of improvements upon a portion of Lot 15, Section 27, Township 47 North, Range 5 East Mt. Diablo Meridian (At Staley, California situated upon lands presently owned by the United States); and

4. Bill of sale covering the improvements at Kandra Station, California.

As to the present status of the dissolution and liquidation, I wish to report as follows:

(a) Dissolution:

You will recall that with respect to Kerr Gifford & Co. Inc., the Statement of Intent to Dissolve was filed sometime ago and presumably the report on Form 966 was sent to Internal Revenue. Likewise, statements of intent to dissolve have been filed with respect to each of the three above named subsidiary corporations and with our letter to you of February 10, 1955 we transmitted a copy of the "Resolution or Plan of Dissolution" with respect to each of these corporations.

It is our understanding that only Kerr Gifford & Co. Inc. was qualified as a foreign corporation to do business in other states and in a letter to us dated November 22, 1954, Don Levin advised that the withdrawal of the corporation from other states would be handled by the C T Corporation System.

The Articles of Dissolution for Kerr Gifford & Co. Inc. and each of the subsidiary corporations could be filed at this time as the liquidation is substantially completed and "provision has been made" with respect to outstanding liabilities and pending litigation. With respect to the execution of the Articles of Dissolution I call your attention to my letter to you of February 10, 1955.

(b) Assignment of Leases:

All of the instruments assigning and transferring leases have been executed and the consent of the lessor, when necessary, has been obtained with one exception. We have not as yet obtained the consent of the lessor to the assignment of the lessee's interest in the lease from River Terminals Co. involving premises at The Dalles, Oregon, but no difficulty in this respect is anticipated. It will, of course, be necessary to rewrite certain assignments and obtain the lessor's consent with respect to the properties in California hereinbefore mentioned.

In this connection I call to your attention my letter of January 12, 1955 wherein I pointed out that the only "office leases" which could be located were those covering the space in the Lewis Building, Portland, Oregon and in Colfax, Washington. That is to say, we could not locate the leases for office space in Vancouver, B.C., San Francisco,California, and Walla Walla, Washington. Mr. Sarsfield is of the opinion that there is no lease covering the premises at Walla Walla, Washington. Also, we were advised that the lease of the office space in Chicago, Illinois was permitted to expire.

(c) Railroad leases and agreements:

The agreement with the Oregon Trunk Railway (the form was returned with your letter of February 10, 1955) has been executed on behalf of both parties and has been sent to the railway company for execution. All of the necessary agreements, assignments, etc. have been obtained from the Great Northern Railway Company and these were transmitted by you to the Great Northern Railway Company for execution with your letter of February 10, 1955. The only exception is the assignment of Lease No. 56874 which will have to be changed to name Kerr Gifford & Co. Inc. of California as assignee. We have hereinbefore considered the situation with reference to the leases and agreements with the Southern Pacific Company.

As to the Union Pacific Company, we transmitted with ourletter to you of February 10, 1955 an instrument involving certain trackage at the Kerr Gifford Elevator at Portland, Oregon. Also an agreement relating to the spur track at Arlington, Oregon. There remains to be supplied by the Union Pacific Company the instruments of transfer relating

to UP Lease Department

No. 21916	Arlington, Oregon	"encroachment",
No. 20931	Arlington, Oregon	"warehouse encroachment",
No. 21011	Arlington, Oregon	"wire line",
No. 23319	Portland, Oregon	"private roadway and crossing,
No. 20799	Portland, Oregon	"private way for pedestrians",
No. 22064	Portland, Oregon	"pipe line",
No. 23318	Portland, Oregon	"pipe line",
No. R2281	Portland, Oregon	"Northwestern Dock Lease".

With our letter of February 10, 1955 we transmitted to you the two agreements which have been received from the Union Pacific Railroad Company. It is doubted that it is necessary to execute any agreement with respect to Lease Department No. 22080, dated November 6, 1936, involving certain trackage at The Dalles.

As the preparation of these instruments by the Union Pacific Company was requested several months ago, we recently called Mr. D. J. Callahan of the Property Department of Union Pacific Railroad Company in Portland, Oregon, and he promised to submit these instruments in the near future.

(d) Real Property:

All of the parcels of real property have been conveyed and the deeds have been recorded. However, the deeds covering the real property in Klamath County, Oregon have not as yet been returned by the county clerk.

As to the property in Multnomah County, Oregon, certain errors had been made and it will be necessary to obtain and record additional deeds. (See my letter of February 8, 1955 toMr. Don Levin).

(e) Stock Certificates and Exchange Memberships:

We were instructed that your office would handle the exchange memberships and consequently we took no action in reference thereto.

As to the stock certificates, the situation is as follows:

1. Seed Wheat Corporation of Washington: This corporation was dissolved many years ago.

2. Islais Creek Grain Terminal Corporation: The shares were transferred and a new certificate for 133-1/3 shares has been issued in the name of Cargill, Incorporated and is held in the Portland office.

3. Mockonema Elevator Company: We were informed by the Portland office that this certificate for nine shares was sold for cash.

4. Mitchell-Silliman Inland Warehouse Company: This stock was transferred to James McDonald and The Bank of California.

5. Inland Properties, Inc: This stock was transferred to James McDonald and The Bank of California.

6. Stockton Bulk Terminal Co: This stock was transferred and a new certificate for 600 shares was issued to Cargill, Incorporated and is held in the Portland office.

7. Victoria Elevator Limited: (common stock, preferred stock and debenture) This is being handled in your office. See my letter of February 11, 1955 to Calvin J. Anderson.

8. Smith Murphy Co. Inc: We could not locate the secretary of this corporation, and consequently Certificate No. 8 for 2500 shares of stock was sent to your office. See the letter to Mr. Koerner from Florence Schotz, dated February 3, 1955.

9. Kerr Gifford & Co. Inc. of California: As it was necessary to elect a new secretary in order to sign the new stock certificate and as a meeting of the Board of Directors was required, this certificate was sent to your office. See my letter to you of January 26, 1955.

10. Diamond Flour Mills Co: Certificate No. 47 for one share in the name of John Platt was transferred to Cargill, Incorporated and a new certificate issued in the name of Cargill, Incorporation. Declarations of Trust have been signed by Thomas Kerr with respect to Certificate No. 45 for three shares, and by J. J. Sarsfield with respect to Certificate No. 46 for one share.

The purpose of not making a transfer at this time of these shares was to keep a qualified Board of Directors and officers to execute the Articles of Dissolution, etc.

11. Merchants Warehouse Co.: Certificate No. 24 for one share in the name of John Platt and Certificate No. 22 for 47 shares were transferred to Cargill, Incorporated and a new certificate issued for 48 shares. Declarations of Trust have been signed by Thomas Kerr with respect to Certificate No. 21 for one share and by J. J. Sarsfield with respect to Certificate No. 23 for one share. The purpose is the same as above set forth.

12. Tulelake Grain Company: Certificate No. 10 for one share in the name of John Platt, Certificate No. 9 for three shares in the name of Kerr Gifford and Certificate No. 1 for 1,441 shares have been transferred and a new certificate for 1,445 shares has been issued to Cargill, Incorporated. Declarations of Trust have been executed by Thomas Kerr, J. J. Sarsfield and S. E. Mikkelson with respect to the one share standing in the name of each of these persons. The same purpose is involved.

(f) Certificates of Title to Motor Vehicles:

All of the certificates of title were not in the Portland office and Mr. Don Ruse proceeded to assemble the same. I was advised today that these had all been assembled and Mr. Sarsfield stated that he would proceed to have the same endorsed and sent to the Secretary of State so that new certificates may be issued in the name of Cargill, Incorporated.

(g) Trade-Marks:

The trade-mark "Kerr" which has Federal registration was assigned to Cargill, Incorporated and the assignment was filed for record with the Commissioner of Patents. Mr. Wijtman is handling the transfer of the trade-marks or trade-names which have been registered in the Philippines and I have requested a report from him as to the present status of this matter.

The remainder of the "assets" set forth on the list of properties prepared by you are not being handled by us in accordance with instructions given by Mr. Don Levin when he was in Portland sometime ago. The only folders remaining in the Portland office

are those designated "Stock Certificates and Exchange Memberships" and "Certificates of Title to Motor Vehicles". I understand the folder on Victoria Elevator Limited is being this day sent to your office. There is also being retained in the Portland office the minute book and stock book with respect to each of the subsidiary corporations above mentioned.

If there are any other assets to be transferred which have not been considered herein, please advise.

Very truly yours,

cc - train mail

FEB 17 1955

CARG003373

Kerr 0009.PDF

PERMANENT

3
Celeste Moore 1/21/72
K. L.

F1-507 Dissolution and transfer of assets, etc. of KERR GIFFORD & CO. INC. P

Dissolved in 1970

2002/0591a

F01-507
DISSOLVED IN 1970

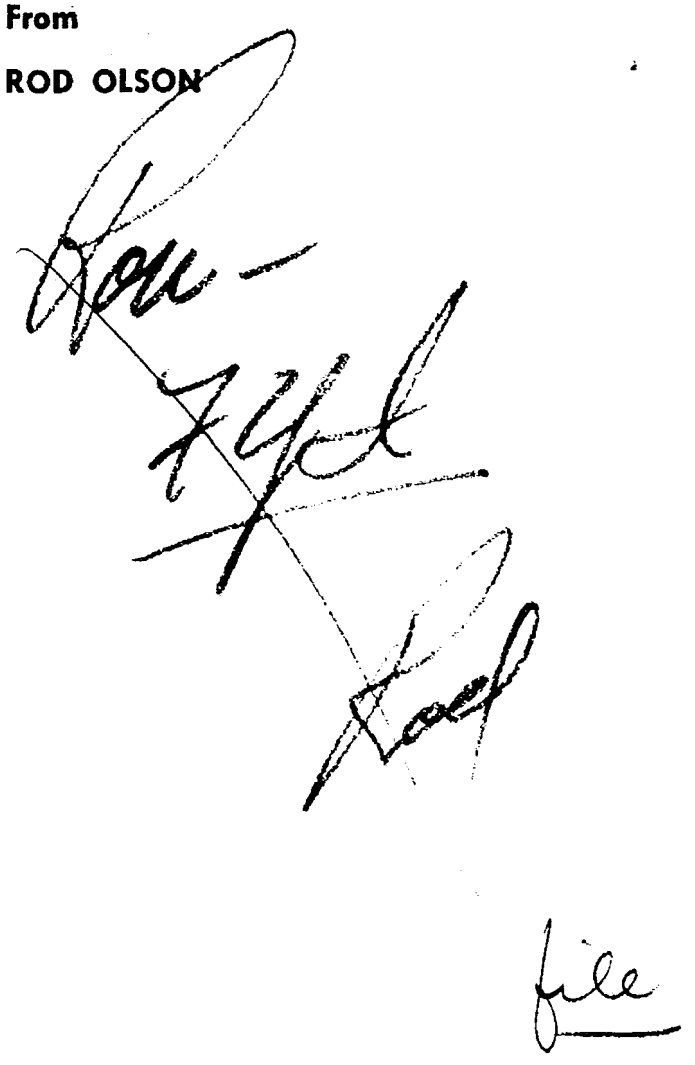
00102860050

CARG003375

Kerr 0010.PDF

From

ROD OLSON



CARG003377

RECEIVED
LAW DEPT.

Kerr 0011.PDF

MINUTES OF SPECIAL MEETING
OF
BOARD OF DIRECTORS
OF
KERR GIFFORD & CO. INC.

A special meeting of the Board of Directors of Kerr Gifford & Co. Inc. was held, pursuant to notice thereof, on Monday, May 11, 1970, at 10:45 A.M. at the Lake Office of Cargill, Incorporated located near Wayzata, in Hennepin County, Minnesota.

The following Directors were present:

John P. Cole
H. Robert Diercks
Erwin E. Kelm
Donald C. Levin
W. B. Saunders
Fred M. Seed

Mr. W. B. Saunders, Vice President of the Company, acted as Chairman of the meeting and Mr. Calvin J. Anderson, Secretary of the Company, acted as Secretary of the meeting.

The Chairman announced that under the By-laws a quorum was present and that the meeting was competent to transact business.

The Secretary reported that a copy of the minutes of the last meeting of the Directors, being the annual meeting thereof held December 29, 1969, had been delivered to each Director prior to the meeting. Thereupon, on motion duly made and seconded, the minutes of said meeting were approved as written.

The Chairman advised that the meeting had been called for the purpose of considering the possible liquidation and dissolution of the Company. Thereupon, after discussion, it was concluded that the corporation should be liquidated. Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, That the Plan of Complete Liquidation, marked "Exhibit A" and attached to the minutes of this meeting, is approved subject to the adoption and authorization by the stockholders of the Company; and

RESOLVED FURTHER, That the directors of this Company deem it advisable that this Company be dissolved after the consummation of its liquidation and the distribution of its assets to its stockholders, that such proposed dissolution be submitted to the stockholders of this Company for action thereon, and that, subject to authorization of such dissolution by the stockholders of this Company, the proper officers of this

Company be, and they hereby are, authorized to prepare and file Articles of Dissolution of this Company at such time as they consider necessary or appropriate to accomplish the dissolution of this Company; and

RESOLVED FURTHER, That the proper officers of this Company be, and they hereby are, authorized and directed to take all such further action and to execute all such further instruments as such officers shall deem necessary or advisable in order fully to carry out the intent and effectuate the purposes of the foregoing resolutions and each of them.

There being no further business to come before the meeting, it duly adjourned.

Secretary

ATTEST:

Chairman

CARG003381

EXHIBIT A

PLAN OF COMPLETE LIQUIDATION
OF
KERR GIFFORD & CO. INC.

This Plan of Complete Liquidation (the "Plan") is for the purpose of effecting the complete liquidation of Kerr Gifford & Co. Inc. (the "Company") in accordance with Section 332 of the Internal Revenue Code of 1954 and Section 55.575 of the Oregon Business Corporation Act:

1. All of the assets and properties of the Company of every kind and nature subject, however, to all of its liabilities and obligations, shall be distributed in complete liquidation and in complete cancellation and redemption of all its capital stock, such distributions to be made from time to time as the officers of the Company shall determine, and to be completed in no event later than May 31, 1970.

2. The directors and officers of the Company shall carry out and consummate the Plan and shall have the power to adopt all resolutions, execute all documents and file all papers and take all other action they deem necessary or advisable for the purpose of effecting the complete liquidation of the Company.

Kerr 0012.PDF

WAIVER OF NOTICE
OF
SPECIAL MEETING
OF
STOCKHOLDERS
OF
KERR GIFFORD & CO. INC.

We, the undersigned, being all the stockholders of Kerr Gifford & Co. Inc., a corporation organized and existing under the laws of Oregon, do hereby waive notice of a special meeting of the stockholders and do agree that said meeting shall be held at the Lake Office of Cargill, Incorporated located near Wayzata, in Hennepin County, Minnesota on May 11, 1970, at 11:00 A.M. for the purpose of considering the advisability of dissolving the corporation, and the transaction of any other business incidental to the foregoing. And we specifically waive all the requirements of the laws of Oregon and of the By-laws of the corporation as to the delivery or service of notice of such meeting.

Dated May 11, 1970.

CARGILL, INCORPORATED

By _____
R. J. Harrigan, Vice President & Comptroller

MINUTES OF SPECIAL MEETING
OF
STOCKHOLDERS
OF
KERR GIFFORD & CO. INC.

Pursuant to Waiver of Notice thereof, a special meeting of the Stockholders of Kerr Gifford & Co. Inc. was held on Monday, May 11, 1970 at 11:00 A.M. at the Lake Office of Cargill, Incorporated located near Wayzata, in Hennepin County, Minnesota.

Mr. W. B. Saunders, Vice President of the Company, acted as Chairman of the meeting and Mr. Calvin J. Anderson, Secretary of the Company acted as Secretary of the meeting.

Cargill, Incorporated, being the holder of 250 shares of the corporation, was represented at said meeting by proxy to Mr. W. B. Saunders.

The Chairman announced that a quorum was present and the meeting was competent to transact business.

The minutes of the last annual meeting of stockholders of the Company held on December 29, 1969, were read and approved.

The Chairman stated that one of the purposes of the meeting was to vote upon the liquidation of the Company. He, thereupon, read to the meeting the minutes of the special meeting of the Board of Directors of the Company held on Monday, May 11, 1970, at which it was declared advisable that the Company be liquidated. Following a complete and full discussion on the subject, the following resolution was offered:

> RESOLVED, That the Plan of Complete Liquidation of this company attached hereto as "Exhibit 1" be, and hereby is in all respects, approved and adopted for this company; and
>
> RESOLVED FURTHER, That Kerr Gifford & Co. Inc. be dissolved and that all of its corporate rights, franchises and privileges of whatsoever kind or nature which it may have acquired, be surrendered and cancelled, in accordance with the laws of the State of Oregon.

All the stockholders having voted, the Chairman reported that 250 shares of stock of the Company had been voted in favor of said dissolution and that no shares of stock had been voted against it, said affirmative vote representing all of the issued and outstanding capital stock of the Company.

The Chairman thereupon declared the resolution carried.

The Chairman then stated that, because of the liquidation of the corporation, it would be advisable for the corporation to be dissolved. Thereupon, the following resolution was unanimously adopted by vote of the sole shareholder:

WHEREAS, This corporation has adopted a Plan of Complete Liquidation and it is advisable for this corporation to be dissolved, after the consummation of its liquidation and the distribution of its assets to its stockholders,

NOW, THEREFORE, BE IT RESOLVED, That the president, or any vice President, and the secretary of this corporation be, and they hereby are, authorized and directed to sign and acknowledge a certificate under the corporation seal of this company embracing this resolution and to cause such certificate to be filed and recorded in the manner required by Section 57.575, Oregon Business Corporation Act.

Upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, That a meeting of the Board of Directors of this Company is hereby called for the purpose of authorizing the officers to dissolve the corporation, to be held immediately following this meeting.

There being no further business to come before the meeting, it duly adjourned.

Secretary

ATTEST:

Chairman

CARG003386

EXHIBIT 1

PLAN OF COMPLETE LIQUIDATION OF KERR GIFFORD & CO. INC.

This Plan of Complete Liquidation (the "Plan") is for the purpose of effecting the complete liquidation of Kerr Gifford & Co. Inc. (the "Company") in accordance with Section 332 of the Internal Revenue Code of 1954 and Section 55.575 of the Oregon Business Corporation Act:

1. All of the assets and properties of the Company of every kind and nature subject, however, to all of its liabilities and obligations, shall be distributed in complete liquidation and in complete cancellation and redemption of all its capital stock, such distributions to be made from time to time as the officers of the Company shall determine, and to be completed in no event later than May 31, 1970.

2. The directors and officers of the Company shall carry out and consummate the Plan and shall have the power to adopt all resolutions, execute all documents and file all papers and take all other action they deem necessary or advisable for the purpose of effecting the complete liquidation of the Company.

CARG003387

CORPORATE PROXY

KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Delaware corporation, does hereby constitute and appoint W. B. Saunders its attorney and agent, and in its name, place and stead, to vote as its proxy for the purpose of authorizing the liquidation of KERR GIFFORD & CO. INC. or on any question presented at a Special Meeting of the Stockholders of KERR GIFFORD & CO. INC. to be held near Wayzata, in Hennepin County, Minnesota, on May 11, 1970, and at any adjournment thereof, according to the number of votes it should be entitled to vote, if there present, with full power of substitution.

IN WITNESS WHEREOF, Cargill, Incorporated has caused this instrument to be executed in its corporate name and in its behalf by its Vice President & Comptroller, and its corporate seal to be hereunto affixed this 11th day of May, 1970.

In presence of :

Zachary M. Chase

Margery L. Pickal

CARGILL, INCORPORATED

By R. J. Harrigan

R. J. Harrigan, Vice President & Comptroller

CARG003388

Kerr 0015.PDF

F1-506.3 Transfer of GRAIN EXCHANGE MEMBERSHIPS & STOCK owned by KERR GIFFORD in various companies

PERMANENT
FILE CLOSED
STORED

Box # 10 Date 5-20-59

By Celeste Moore

2002/05834

F01-506.003
SINGLE FILE

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CARG003390

Kerr 0016.PDF

November 17, 1954

F. S. Roberts — Portland, Oregon

Albert G. Egermayer — Financial - Lake

Dear Floyd:

The following is a listing of memberships belonging to Kerr Gifford in Pacific Coast Exchanges. Some of these, such as the Los Angeles Grain Exchange membership and those pertaining to Canadian Pacific Coast locations, will probably not interest you. However, it may be well for you to have the information concerning them.

Exchange	Ctf. Issued to	Memberships or Shares	Ctf. No.
Los Angeles Grain Exchange	M. R. Morgan Jesse now.	1 mbrship	247
Portland Merchants Exchange	K G & Co. Inc.	3 shs	166
	K G & Co. Inc.	1 sh	247
Portland Grain Exchange	S. E. Mikkelson	1 sh	196
	Thomas Kerr	5 shs	241
	K G & Co. Inc.	4 shs	160
	Diamond Flour Mills	4 shs	162
	Gerald E. Tucker	1 sh	221
Seattle Merchants Exchange	K G & CO. Inc.	1 mbrship	52
	K G & Co. Inc.	1 mbrship	18
Vancouver Grain Exchange	K G & Co. Inc.	1 mbrship	7
Vancouver Clearing Assoc.	K G & Co. Inc.	5 shs	82
Vancouver Merchants Exchange	Thomas Kerr	1 mbrship	902
	D. L. McLean	1 mbrship	1494
	R. L. Mikkelson	1 mbrship	1133

Kerr Gifford

Inasmuch as the liquidation of Kerr Gifford & Co. Inc. has been and is being handled under the direction of Don Levin, I suggest we do nothing about any of these other memberships until we determine from him what has been done, if anything, and what further is contemplated with respect to these matters. There are a number of other memberships and shares in Exchanges in other locations which must be dealt with in some fashion. Don is out of town at the moment but I think within a reasonable time after his return he will give the matter his consideration.

With best personal regards, I am

Yours sincerely,

San Francisco?

AGE:fs
cio

CARG003392

Kerr 0018.PDF

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON
BEacon 8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

June 17, 1953

AIR MAIL

Albert G. Egermayer, Esquire
Cargill, Incorporated
200 Grain Exchange
Minneapolis 15, Minnesota

Re: Kerr Gifford & Co., Inc.

Dear Mr. Egermayer:

Please refer to your letter of June 9, 1953 addressed to me and signed by Mr. Peterson as Vice Chairman of the Board of Directors of Cargill, Incorporated, and you as Secretary, in which you pointed out that the date of June 30, 1950 appearing in paragraph 2 (f) of the sales agreement was erroneous.

This representation by the sellers was inadvertently made and I have been authorized by them to inform you that your letter will be considered by them as your recognition that the date June 30, 1950 in paragraph 2 (f) was incorrect and that the date which should appear in that subparagraph extends only to and including the taxable year ending on June 30, 1948.

It will not be necessary to change the sales agreement to make this correction and your letter of June 9, 1953 will be considered by all parties to be sufficient for that purpose.

Very truly yours,

Andrew Koerner

cc: train mail

CARG003394

CARGILL, INCORPORATED
200 GRAIN EXCHANGE
MINNEAPOLIS 15, MINN.

June 9, 1953

Mr. Andrew Koerner
Koerner, Young, McCulloch & Dezendorf
800 Pacific Building
Portland 4, Oregon

Re: Kerr Gifford & Co. Inc.

Dear Mr. Koerner:

In glancing over the sale and purchase agreement as executed by the parties, we note that in paragraph 2 (f) relating to tax return examinations and tax payments, the date June 30, 1950 is used. This date was transmitted to us by Mr. Walter Gage, who in turn got the date from Mr. Thomas Kerr, as we understand it. Your advice that the date should be June 30, 1948 came after this document was signed and on its way to you.

We do not believe the difference in date is actually material or that it would make any dollar difference to your people or to us. However, we feel sure that your clients would not like to make a misrepresentation, however inadvertent.

It seems to us that it should not be necessary to change the agreement in this particular respect and to go to all the trouble of initialling the change, which would, of course, be necessary. Accordingly, we suggest that you treat this letter as evidence of our recognition that the date 1950 appearing in subparagraph (f) of paragraph 2 is incorrect and appears there by inadvertence, and that the actual representation made in that subparagraph extends only to and including the taxable year ending on June 30, 1948.

If this proposal is not satisfactory please let us know.

Yours very truly,

CARGILL, INCORPORATED

By J. G. Peterson
Vice Chairman of the Board of Directors

And Albert G. Egermayer
Secretary

AGE/cm
cc

CARG003395

October 14, 1953

Cargill, Incorporated
200 Grain Exchange
Minneapolis 15, Minnesota

ATTENTION: Mr. Albert G. Egermayer, Secretary

Gentlemen:

This will confirm our agreement to correct an inadvertent error which appears in the tenth (10th) line from the bottom of Page 3 of the purchase and sale agreement dated June 1, 1953, relating to the stock of Kerr Gifford & Co., Inc., which agreement was executed on your behalf and by the undersigned. By virtue of such correction, said tenth (10th) line from the bottom of Page 3 of said agreement is hereby amended to read as follows:

"their books. Sellers agree to pay to Buyer the amount".

Very truly yours

Laurie King Kerr
Laurie King Kerr

Andrew Kerr
Andrew Kerr

James McDonald
James McDonald

Mabel Macleay Kerr
by Thomas Kerr, atty in fact.
Mabel Macleay Kerr

Thomas Kerr
Thomas Kerr

Anne Kerr McDonald
by J. W. S. Platt atty in fact
Anne Kerr McDonald

S. E. Mikkelson
S. E. Mikkelson

Jane Kerr Platt
Jane Kerr Platt

J. J. Sarsfield
J. J. Sarsfield

Peter Kerr
Peter Kerr

J. W. S. Platt
J. W. S. Platt

The foregoing correction is hereby confirmed and agreed to this 14th day of October, 1953.

CARGILL, INCORPORATED

By Albert G. Egermayer
Secretary

CARG003396

MINUTES OF SPECIAL MEETING
OF
BOARD OF DIRECTORS
OF
KERR GIFFORD & CO. INC.

A special meeting of the Board of Directors of Kerr Gifford & Co. Inc. was held, pursuant to resolution of the stockholder at the Lake Office of Cargill, Incorporated located near Wayzata, in Hennepin County, Minnesota, on Monday, May 11, 1970, immediately following a special meeting of the stockholder held at 11:00 A.M.

The following Directors were present:

John P. Cole
H. Robert Diercks
Erwin E. Kelm
Donald C. Levin
W. B. Saunders
Fred M. Seed

Mr. W. B. Saunders, Vice President of the Company acted as Chairman of the meeting and Mr. Calvin J. Anderson, Secretary of the Company, acted as Secretary of the meeting.

The Chairman announced that under the By-laws a quorum was present and that the meeting was competent to transact business.

The Secretary then read the minutes of the last meeting of the Directors, being a special meeting thereof held on May 11, 1970. Thereupon, on motion duly made and seconded, the minutes of said meeting were approved as written.

The Chairman thereupon stated that the sole shareholder of the corporation had this date adopted a Plan of Complete Liquidation for the corporation to be effected as promptly as possible and, in no event, later than May 31, 1970. Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

> RESOLVED, That this corporation shall and hereby does adopt that Plan of Complete Liquidation this date adopted by the sole shareholder of the corporation and that, pursuant thereto, the officers of this corporation are hereby authorized and directed to execute and deliver such bills of sale and other instruments and documents and to take such action as they or any of them shall deem necessary or proper to cause this corporation to distribute and transfer to Cargill, Incorporated, its sole shareholder, all the properties and assets of this corporation of every kind and nature, subject, however, to all the liabilities and obligations of this corporation of every kind and nature.

There being no further business to come before the meeting, it duly adjourned.

Secretary

ATTEST:

Chairman

CARG003397

Kerr 0017.PDF

PERMANENT

FILE CLOSED
STORED

Box # 10 Date 5-20-59

By Celeste Moore

2002/05834

F01-506
DOCUMENTS

00102820050

CARG003399

Kerr 0019.PDF

AGREEMENT made as of this 1st day of June, 1953, by and between ANDREW KERR, MABEL MACLEAY KERR, ANN KERR McDONALD, JANE KERR PLATT, PETER KERR, LAURIE KING KERR, JAMES McDONALD, THOMAS KERR, S. E. MIKKELSON, J. J. SARSFIELD and J. W. S. PLATT, as Parties of the First Part (hereinafter sometimes referred to collectively as "Sellers"), and CARGILL, INCORPORATED, a corporation of the State of Delaware, as Party of the Second Part (hereinafter sometimes referred to as "Buyer"),

W I T N E S S E T H :

WHEREAS, Sellers are the owners of all of the issued and outstanding capital stock of Kerr Gifford & Co. Inc., a corporation organized and existing under the laws of the State of Oregon (hereinafter sometimes referred to as "said corporation"), and Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers all of said stock upon the terms and conditions herein contained,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

AGREEMENT TO SELL AND TO PURCHASE

1. Subject to the provisions of paragraph 12 below, each of the Sellers hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, all of the issued and outstanding shares of the capital stock of said corporation owned by him and registered or recorded in his name on the books of said corporation. Sellers hereby represent and warrant their respective registered ownerships of said shares to be as follows:

Name	No. of Shares
Andrew Kerr	549
Mabel Macleay Kerr	350
Ann Kerr McDonald	501.18
Jane Kerr Platt	501.18
Peter Kerr	502.32
Laurie King Kerr	502.32
James McDonald	1
Thomas Kerr	1
S. E. Mikkelson	1
J. J. Sarsfield	1
J. W. S. Platt	1
Total	2911

CARG003401

SELLERS' WARRANTIES AND REPRESENT-ATIONS

2. Sellers hereby jointly and severally make the following additional representations and warranties, to wit:

(a) Said Kerr Gifford & Co. Inc. is a validly organized and existing corporation under the laws of the State of Oregon, with such powers, purposes, licenses and permits as are necessary to enable it lawfully to carry on the business in which it has been and now is engaged, both within the State of Oregon and in all other places in which said business has been and is being carried on by said corporation.

(b) The subsidiary corporations of said Kerr Gifford & Co. Inc. are likewise validly organized and existing corporations with such powers, purposes, licenses and permits as are necessary to enable them to carry on lawfully the businesses in which they have been and now are engaged, in all places in which said businesses have been and are being carried on by said subsidiary corporations.

(c) The capital stock of said corporation is all of one class, viz., Common, and the total number of shares thereof now issued and outstanding is 2911, all of which shares (hereinafter sometimes referred to collectively as "said stock") are duly issued, fully paid and non-assessable, and are owned by Sellers as a group, free and clear of all encumbrances, liens or other charges.

(d) Sellers now have, and at the time of transfer to Buyer will have good right to sell and transfer said stock pursuant to the terms of this agreement.

(e) Said corporation and its subsidiary corporations have good and marketable unencumbered title to all of the real and personal property shown upon its and their books and records as so owned by it or them, and the leasehold interests shown upon its and their books and other records and documents are

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valid leasehold interests to the extent so shown.

(f) The state, federal and Canadian tax returns of said corporation and its subsidiaries, relating to taxes upon or measured by income, have been examined by the appropriate authorities for all taxable years of the corporation to and including the taxable year ended on June 30, 1950, and all taxes legally payable for said years have been paid.

INDEMNITY

3. (a) Sellers hereby agree to indemnify and save said corporation and Buyer harmless of and from (i) all loss arising out of liabilities of said corporation and its subsidiaries of whatever kind (including but not limited to tax liabilities, liabilities arising out of grain export transactions whether or not involving government funds or programs, and losses arising out of accounts receivable in excess of all reserves carried against the same) existing on June 1, 1953 or arising out of transactions occurring prior to the transfer of said stock to Buyer and not disclosed and provided for in the audit and audit report to be made as provided in paragraphs 4 (b) and 5 of this agreement, and (ii) all loss, cost and expense sustained or incurred by Buyer by reason of defects in the title of said corporation and its subsidiaries to property carried on its and/or their books. Sellers agree to pay to ~~said corporation~~ Buyer the amount of all such loss, liabilities, cost and expense, which shall include (but shall not be limited to) reasonable attorneys' fees incurred in connection therewith or in avoiding or minimizing any such loss, liability, cost or expense or in attempting to do so; provided, this indemnity shall not apply to any item of the kind described in (i) above which is first asserted or known after May 31, 1958, nor to any item under (ii) above as to which notice is not given by Buyer to Sellers on or before December 31, 1953. Buyer agrees to cause said corporation and/or its subsidiaries

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to make reasonable efforts to collect said accounts receivable.

(b) The obligations of Sellers as a group under the indemnity hereinabove provided shall be unlimited as to amount, and shall not be deemed co-extensive with the amount of funds held in escrow (as hereinafter provided) at any time or from time to time.

(c) The respective obligations of the individual Sellers under the indemnity hereinabove provided shall be limited, in each case in which an obligation for payment thereunder shall arise, to the same proportion of each such obligation as the number of shares of stock sold by him hereunder is of the total number of shares sold by all Sellers under this agreement.

(d) The parties understand that said corporation and/or its subsidiaries may be entitled to and may receive refunds of taxes heretofore paid by it or them, including (but not by way of limitation) federal transportation taxes, and that such refunds, being either contingent or unknown, will not be reflected upon the books of said corporation or its subsidiaries nor in the audit referred to and described in paragraph 5 below. It is hereby agreed that if any such refunds not so reflected or disclosed shall be received by said corporation or any of its subsidiaries on or prior to May 31, 1958, Buyer shall cause said corporation to pay over to Sellers the amount thereof, less the cost of collecting the same.

AUDITS AND REPORTS

4. (a) Reference is hereby made to the report of Price Waterhouse & Co. dated August 14, 1952, and the supplement to said report dated August 20, 1952, the same being a report and supplemental report of the audit made by Price Waterhouse & Co. of the books, records and affairs of said corporation and its subsidiaries, consolidated, for the eleven months ended May 31, 1952, and containing a balance sheet of said corporation and its

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subsidiaries, consolidated, as at May 31, 1952. The consolidated net worth of said corporation and its subsidiaries as shown therein is Three Million Four Hundred Thirteen Thousand Twenty-five and 23/100 Dollars

(b) A similar audit and report thereof shall be made for the year ending May 31, 1953, as more fully provided in paragraph 5 below.

(c) Said audits shall form the basis for the adjustment of price and determination of final price as provided in paragraph 6 below.

AUDIT AND REPORT TO BE MADE

5. (a) As soon as possible after the execution of this agreement, Sellers shall cause Price Waterhouse & Co. to commence and to complete at the earliest practicable time an audit of the books, records and affairs of said corporation and its subsidiaries for the year ending May 31, 1953. Buyer shall engage at its own expense an independent public accounting firm other than Price Waterhouse & Co., to collaborate, review and discuss with Price Waterhouse & Co. the latter's audit as it progresses and the results thereof. Sellers agree to permit one or more representatives of the accounting firm so engaged by Buyer to participate in said audit. Upon completion of said audit Price Waterhouse & Co. will forthwith make its report and will furnish duplicate originals thereof to Sellers and to Buyer. Said audit (i) shall be a consolidated audit covering said corporation and its subsidiaries and shall include a certified balance sheet as at May 31, 1953 and other information of the same kind as is contained in said report and supplemental report dated August 14 and August 20, 1952, (ii) shall be made in accordance with generally accepted accounting principles as applied in the grain trade, (iii) shall be made on the same basis and method of valuation and determination as said report and supplemental report, and shall provide for all

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losses and expenses of whatsoever nature that have accrued or have been incurred as of May 31, 1953, and (iv) shall be of such scope as to enable Price Waterhouse & Co. to render an opinion unqualified as to scope, which said opinion Sellers shall cause Price Waterhouse & Co. to render.

(b) In the course of the making of said audit Sellers shall cause to be made such weigh-ups, inspections and price and value determinations as Buyer may require, and in all such cases official weighing and/or inspection where available shall be used. In cases where official weighing or inspection is not available the methods of sampling, inspecting and weighing shall be such as are agreed upon between the parties through their respective authorized representatives. The parties shall have the right to call for federal appeal on any official grade determination.

(c) The parties may agree to defer (as distinguished from final waiver of weighing by Buyer) the weighing of any particular portion of inventory, without such agreement working a waiver of Buyer's right to have such portion ultimately weighed. In the event of such an agreement to defer weighing the parties will undertake to arrive at an estimate of the weight and quantity of the portion of inventory in question and shall inform Price Waterhouse & Co. and the representatives of Buyer's accounting firm of the estimated weight and quantity so agreed upon. Said Price Waterhouse & Co. and Buyer's accounting firm may treat as final for purposes of the audit hereinabove mentioned the estimated weight and quantity so agreed upon. When the grain as to which any such estimate has been made is later weighed, either in storage or upon loadout thereof from the warehouse or elevator in which it is stored, the weights then obtained shall be deemed final as between the Sellers and Buyer and adjusting payment shall be made by Sellers to Buyer or by Buyer to Sellers as may be required to

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reflect the difference between said estimated weight and quantity and such final actual weight and quantity. Pending the determination of actual, final weight and quantity, all portions of inventory affected by this subparagraph (c) shall be stored and kept separate from all other portions of inventory not affected by this subparagraph (c).

(d) The parties agree to make available to Price Waterhouse & Co. and to the representatives of the accounting firm engaged by Buyer, skilled personnel to assist in the ascertainment of quantities, qualities, grades, prices and values of inventories of said corporation and its subsidiaries. Price Waterhouse & Co. and the representatives of the accounting firm engaged by Buyer shall make price and value determinations of inventories under the guidance and with the advice of such skilled personnel. If a disagreement arises as to any such price or value determination, and if such disagreement shall not be resolved by the parties, the same shall be submitted for arbitration under and pursuant to the rules of the American Arbitration Association and the parties shall be bound by the final result of such arbitration.

PURCHASE PRICE

6. The purchase price for said stock and all thereof shall be the sum of Four Million Two Hundred Fifty Thousand Dollars ($ plus or minus the excess or deficiency (as the case may be) of the net worth of said corporation and its subsidiaries as shown by said audit to be made as at May 31, 1953 over or under the sum of Three Million Four Hundred Thirteen Thousand Twenty-five and 23/100 Dollars ($

INSPECTION OF BOOKS, ETC., BY BUYER

7. (a) Sellers agree to permit Buyer's counsel, accountants and other appropriate representatives to examine such of the corporate records, minutes, documents, contracts, leases, deeds and other instruments of said corporation and its subsidiaries as Buyer may desire. Among such documents

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shall be abstracts of title to real property and other instruments evidencing or affecting title to the real and personal property of said corporation and its subsidiaries necessary to enable Buyer to determine independently the nature, extent and quality of the right, title and interest of said corporation and its subsidiaries in and to said real and personal property.

(b) Buyer agrees to commence promptly its examination of such titles, and to cause such examination to be completed at the earliest practicable time. Buyer shall give Sellers written notice, on or before December 31, 1953 of all defects in the title of said corporation and its subsidiaries believed by Buyer to exist, and with respect to which Buyer considers itself indemnified hereunder. Said notice or notices shall describe said claimed defects. Buyer shall be deemed to have waived all title defects as to which Buyer shall fail to give such notice on or before December 31, 1953.

(c) If the notice or notices given by the Buyer, as provided in the foregoing paragraph, show any defects in title, the Sellers may satisfy such objections by furnishing title insurance policies showing valid and marketable title to said properties and Buyer shall accept said title insurance policies as evidence of valid and marketable title to the properties covered thereby.

(d) If Sellers fail to procure and furnish such title policies or to cure such title defects within a period of eight months from Sellers' notice or notices, then the parties shall attempt to arrive at a dollar value which fairly represents the difference between the value of the property affected by such title defect and the value of the same property if such title defect did not exist.

(e) In the event of disagreement between Sellers and Buyer as to (i) whether Buyer is indemnified hereunder with

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respect to any claimed title defect or (ii) the proper amount of title insurance coverage or (iii) the proper dollar amount to be determined as above provided, such disagreement shall be submitted for determination by arbitration under and pursuant to the rules of the American Arbitration Association and the parties shall be bound by the final result of such arbitration.

PAYMENT AND DELIVERY OF STOCK CERTIFICATES TO ESCROW AGENT

8. On June 10, 1953 Buyer hereby agrees to pay to The Bank of California, N. A., at San Francisco, California as Escrow Agent under Escrow Agreement of even date herewith, the sum of Four Million Two Hundred Fifty Thousand Dollars (as a tentative payment of the purchase price of said stock, subject to adjustment as provided in paragraph 9 below and in said Escrow Agreement. Each of the Sellers shall, on June 10, 1953 deliver to said bank, likewise as Escrow Agent under said Escrow Agreement, a certificate or certificates evidencing his ownership of the number of shares belonging to him as hereinabove set forth. Each of said certificates shall have attached thereto the separate assignment thereof in blank, duly executed so as to effectuate transfer and re-registration of said stock upon the books of said corporation, with signature of the registered owner of the stock represented thereby guaranteed by a national bank of Portland, Oregon having a New York correspondent.

ADJUSTMENT OF ESCROW FUND

9. Forthwith after the determination of the final adjusted purchase price as herein elsewhere provided, Buyer shall pay into the escrow fund the amount, if any, by which said final purchase price exceeds said tentative purchase price, and Sellers agree to authorize the Escrow Agent to pay out of the escrow fund to Buyer the amount, if any, by which said final purchase price is lower than the tentative purchase price. Promptly after such additional payment by Buyer into the escrow fund or by said Escrow Agent to Buyer, as the case may be, said Escrow Agent shall (a) pay over to Sellers all of the escrow fund except (i) the amount of applicable transfer taxes, as provided in said Escrow Agreement and (ii) the sum of Eight Hundred Thousand Dollars and (b) deliver to Buyer all of said stock certificates and separate assignments,

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all as more fully provided in said Escrow Agreement.

CORPORATION TO ENGAGE ONLY IN ORDINARY BUSINESS

10. Each of the Sellers hereby agrees that until either the delivery by the Escrow Agent to Buyer of said stock certificates and instruments of assignment thereof or the earlier termination of this agreement under paragraph 12 hereof, he:

(a) Will not transfer, otherwise dispose of, encumber or permit to be encumbered any of the shares of said stock owned by him;

(b) Will not cause, participate in causing, approve, nor (to the extent within his power) permit (i) the sale, encumbrance or other disposition of any of the property of said corporation or its subsidiaries, real or personal, except in the ordinary course of business, (ii) the declaration or payment of any dividend upon any of said stock, or the stock of any of said subsidiaries, (iii) the issuance of any shares of stock of said corporation or its subsidiaries, (iv) any new participation in said corporation or its subsidiaries, or (v) the creation, assumption or incurring of any obligation or liability by or against said corporation or its subsidiaries or its or their assets, otherwise than in the ordinary course of business;

(c) Will not vote or permit his shares of said stock to be voted.

PROTECTION OF CORPORATE ASSETS, ETC.

11. It is the intent and agreement of the parties that so long as this agreement shall be in force and transfer of said stock to Buyer shall not have been effected, only the ordinary business of said corporation and its subsidiaries shall be conducted and its and their property and assets shall be employed and protected in all prudent ways, all in contemplation of Buyer's acquisition of ownership of a business and its assets in all material respects the same as now exists in said corporation and its subsidiaries. Sellers hereby agree to do such acts and things (by way both of commission and omission) as shall best be calculated to effectuate said intent and agreement of the parties.

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DAMAGE OR DESTRUCTION OF PROPERTY

12. (a) The parties recognize the possibility of damage or destruction, prior to the transfer to Buyer of said stock, of physical property owned or leased by said corporation or its subsidiaries and that the personal property of said corporation or its subsidiaries (including inventory) may be damaged or destroyed on or after June 1, 1953, and prior to said transfer of stock.

(b) If such damage to or destruction of physical properties shall result, in total, in a loss of twenty-five percent (25%) or more of the total storage capacity of all grain elevators now operated by said corporation and its subsidiaries, Buyer may terminate this agreement by giving written notice of election to do so to Sellers within five (5) days after Buyer receives notice of the occurrence of any such incident of loss, whether the same be one of a series of losses or not. In the event of such termination, Buyer shall be repaid promptly all sums theretofore paid by Buyer hereunder, as more fully provided in said Escrow Agreement.

(c) If Buyer shall not terminate this agreement as last above provided, the transaction covered hereby shall be consummated without reference to said losses, except that Sellers shall pay to said corporation promptly upon such consummation the amount, if any, by which the total amount of such losses of real property and personal property (including inventory) is not compensable by insurance.

WAIVER OF BREACH ETC.

13. The waiver by any party hereto of any breach, default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall not be deemed to extend to any prior or subsequent breach, default, misrepresentation or breach of warranty or covenant hereunder and shall not affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

HEIRS, SUCCESSORS, ASSIGNS, ETC.

14. The benefits and obligations of this agreement shall inure to and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, each of the Parties of the First Part has hereunto set his hand and seal, and the Party of the Second Part has caused these presents to be executed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

In Presence of:

B. J. Gardner
Eugene K Farr

Andrew Kerr
Andrew Kerr

B. J. Gardner
Eugene K Farr

Mabel Macleay Kerr
by Thomas Kerr
Mabel Macleay Kerr
Atty. in fact.

B. J. Gardner
Eugene K Farr

Anne Kerr McDonald
by John N. D. Platt - Atty. in fact.
Anne Kerr McDonald

B. J. Gardner
Eugene K Farr

Jane Kerr Platt
Jane Kerr Platt

B. J. Gardner
Eugene K Farr

Peter Kerr
Peter Kerr

B. J. Gardner
Eugene K Farr

Laurie King Kerr
Laurie King Kerr

B. J. Gardner
Eugene K Farr

James Macdonald
by John N. D. Platt Atty. in fact
James McDonald

B. J. Gardner
Eugene K Farr

Thomas Kerr
Thomas Kerr

B. J. Gardner
Eugene K Farr

S. E. Mikkelson
S. E. Mikkelson

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B. J. Gardner

Eugene K. Farr

B. J. Gardner

Eugene K. Farr

J. J. Sarsfield

J. W. S. Platt

(Parties of the First Part)

Florence Schatz

Celeste Moore

CARGILL, INCORPORATED

By _____
Vice Chairman of the Board of Directors

And Albert G. Egermayer
Secretary

(Party of the Second Part)

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KNOW ALL MEN BY THESE PRESENTS, That I, ANNE KERR McDONALD, a resident of the City of Portland, Oregon, but now temporarily in New York City, New York, do hereby appoint JOHN W. S. PLATT, of Portland, Oregon, my attorney, for me and in my name and stead to sell all shares of stock owned by me in Kerr Gifford & Co., Inc., an Oregon corporation, to Cargill, Incorporated, upon such terms and conditions as my attorney shall deem proper, and for me and in my name to enter into contracts for the sale of all the said stock to Cargill, Incorporated, and all necessary escrow agreements in connection therewith, and in my name and on my behalf to assign and transfer said shares to Cargill, Incorporated and to receive the consideration therefor and to give a receipt or receipts for the same, and to do all lawful acts requisite for effecting said sale, hereby ratifying and confirming all that my said attorney shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of May, 1953.

Anne Kerr McDonald (SEAL)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

BE IT REMEMBERED, That on this 25th day of May, 1953, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named ANNE KERR McDONALD, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the day and year last above written.

Elsie Jenriche

ELSIE JENRICHE
Notary Public, State of New York
Qualified in New York County
No. 31-1967200
Cert. filed with City Register, N.Y.Co.
Commission expires March 30, 1955

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KNOW ALL MEN BY THESE PRESENTS, That I, JAMES McDONALD, a resident of the City of Portland, Oregon, but now temporarily in New York City, New York, do hereby appoint JOHN W. S. PLATT, of Portland, Oregon, my attorney, for me and in my name and stead to sell all shares of stock owned by me in Kerr Gifford & Co., Inc., an Oregon corporation, to Cargill, Incorporated, upon such terms and conditions as my attorney shall deem proper, and for me and in my name to enter into contracts for the sale of all the said stock to Cargill, Incorporated, and all necessary escrow agreements in connection therewith, and in my name and on my behalf to assign and transfer said shares to Cargill, Incorporated and to receive the consideration therefor and to give a receipt or receipts for the same, and to do all lawful acts requisite for effecting said sale, hereby ratifying and confirming all that my said attorney shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of May, 1953.

James McDonald (SEAL)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

BE IT REMEMBERED, That on this 25th day of May, 1953, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named JAMES McDONALD, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the day and year last above written.

Elsie Jenriche

ELSIE JENRICHE
Notary Public, State of New York
Qualified in New York County
No. 31-1967200
Cert. filed with City Register, N.Y. Co.
Commission expires March 30, 1955

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, MABEL MACLEAY KERR, a widow, and a resident of Clark County, State of Washington, do hereby constitute and appoint my sons, Thomas Kerr and George A. D. Kerr, both of Portland, Oregon, my true and lawful attorneys-in-fact, and each of them my true and lawful attorney-in-fact, with full power and unrestricted authority in my name and behalf to sell, assign, contract to sell or assign, convey, and transfer by warranty or other deed or instrument, and for such consideration and on such terms, covenants, and conditions as they or either of them may deem fit and proper, any or all of my property, real or personal and wheresoever located; and in my name and behalf to enter into and perform any and all contracts, transactions, and acts with respect to my property, investment, and business in the same manner and as fully as I could do if personally present and acting, and as my said attorneys or either of them acting by virtue hereof may deem appropriate in my behalf; and I hereby ratify and confirm any and all such sales, transfers, deeds, contracts, or other acts or things as my said attorneys, each and either of them, shall do or cause to be done in my name and behalf in the exercise of the powers and authority hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of March, 1953.

Mabel MacLeay Kerr (SEAL)

Executed in the presence of:

J. A. Laing

Virginia Nortanen

STATE OF OREGON,)
) ss.
County of Multnomah,)

On this day personally appeared before me Mabel MacLeay Kerr, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of March, 1953.

V. Nortanen
Notary Public for Oregon
My Commission expires: Jan. 22, 1955

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ESCROW AGREEMENT made as of the 1st day of June, 1953 by and among

ANDREW KERR, MABEL MACLEAY KERR, ANNE KERR McDONALD, JANE KERR PLATT, PETER KERR, LAURIE KING KERR, JAMES McDONALD, THOMAS KERR, S. E. NIKKELSON, J. J. SARSFIELD AND J. W. S. PLATT,

Parties of the First Part, herein sometimes referred to collectively as "Sellers",

AND

CARGILL, INCORPORATED, a corporation,

Party of the Second Part, herein sometimes referred to as "Buyer",

AND

THE BANK OF CALIFORNIA, N.A.,

Party of the Third Part, herein sometimes referred to as "Escrow Agent",

W I T N E S S E T H:

RECITALS:

A. Sellers and Buyer have entered into an agreement of even date herewith relative to the sale by Sellers to Buyer and the purchase by Buyer from Sellers of all of the issued and outstanding shares of the capital stock of Kerr Gifford & Co. Inc. A copy of said agreement is hereto attached, marked Exhibit "A" and hereby made a part hereof.

B. Said agreement of purchase and sale is herein sometimes called "said agreement" and Kerr Gifford & Co. Inc. is herein sometimes called "said corporation". Reference herein to liabilities (whether disclosed or undisclosed), and to property carried on the books of said corporation, shall mean and include liabilities of

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subsidiary corporations of Kerr Gifford & Co. Inc. and property carried on the books of said subsidiary corporations, respectively, as well as liabilities and property of said Kerr Gifford & Co. Inc.

C. Said agreement contains and describes certain contingencies in paragraph 12 thereof which may give rise to a right on the part of Buyer to terminate said agreement and to render ineffective all acts and things, if any, done pursuant thereto prior to the date of such termination, and to cause the restoration of each party to his status prior to execution of the agreement.

D. Said agreement contains elsewhere certain representations, warranties, agreements and indemnifying agreements made on the part of Sellers.

E. Kerr Gifford & Co. Inc. carries on its books an account receivable in the sum of Three Hundred Thousand Dollars (from Mitchell-Silliman Inland Warehouse Company, arising out of advances or loans made by Kerr Gifford & Co. Inc. to said Mitchell-Silliman Inland Warehouse Company, said account receivable being due and payable on June 1, 1954.

F. By this Escrow Agreement, Buyer and Sellers desire to provide (1) for the escrow of certain funds against the contingencies referred to in paragraph C above, (2) for the escrow of funds originally totaling Five Hundred Thousand Dollars (to make good, pro tanto, such losses as may be sustained by Buyer as a result of failure of representations made by Sellers in said agreement or breach of warranty or default in the performance of any of Sellers' obligations under said agreement and to make good, pro tanto, the indemnities provided for therein, and (3) for the escrow of Three Hundred Thousand Dollars , against the failure of said Mitchell-Silliman Inland Warehouse Company to pay when due

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its obligation referred to in paragraph E above.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

AGREEMENTS:

Original Deposit in Escrow

1. On June 10th, 1953 Buyer shall pay to the Escrow Agent the sum of Four Million Two Hundred Fifty Thousand Dollars , and each of the Sellers shall deliver to the Escrow Agent the documents specified in paragraph 8 of said agreement of purchase and sale. The Escrow Agent shall hold and disburse said sum of money and shall hold and otherwise handle said documents as hereinafter provided.

Adjustment of Escrow Fund

2. Unless said agreement of purchase and sale shall be earlier terminated under the provisions of paragraph 12 of said agreement, Buyer shall make such additional payment to the Escrow Agent, or the Escrow Agent shall pay out of the escrow fund to Buyer such sum as may be required or authorized to be so paid under the provisions of the first sentence of paragraph 9 of said agreement, and the Escrow Agent shall then pay to Sellers out of the escrow fund a sum equal to the difference between the escrow fund then in its hands (reduced by the amount of federal and other stamp or transfer taxes applicable to the transfer of said stock of Kerr Gifford & Co. Inc. to Buyer) and the sum of Eight Hundred Thousand Dollars. At the same time, the Escrow Agent shall deliver to Buyer all certificates held by it under this agreement, together with all assignments relating thereto. Prior to such delivery of said certificates, the Escrow Agent shall affix thereto and shall cancel all stamps required for the payment

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of all federal and other transfer taxes applicable in the premises.

Disposition of Escrow Upon Termination on Account of Damage or Destruction

3. In the event the Escrow Agent shall receive a notice of termination under paragraph 12(b) of said agreement, the Escrow Agent shall refund to Buyer all sums of money paid by Buyer into said escrow fund and shall return to Sellers all of said stock certificates and instruments of assignment thereof theretofore delivered by Sellers to the escrow fund hereunder.

Notice and Handling of Part of Escrow Fund Re Account Receivable

4. (a) Buyer agrees to inform the Escrow Agent and Sellers, in writing, within ten (10) days after June 1, 1954, whether or not said account receivable due to said Kerr Gifford & Co. Inc. from Mitchell-Silliman Inland Warehouse Company has been paid, in full or in part. If said account shall have been paid only in part, Buyer will also inform the Escrow Agent and Sellers of the amount paid thereon.

(b) If at that time said account receivable shall have been paid in full, the Escrow Agent shall pay to Sellers the sum of Three Hundred Thousand Dollars , same being the portion of the escrow fund theretofore held against said account receivable.

(c) If said account receivable shall then have been paid in part only, an amount equal to the unpaid portion thereof shall be paid out of the escrow fund by the Escrow Agent to said Kerr Gifford & Co. Inc. and the remainder of said Three Hundred Thousand Dollars theretofore held against said account receivable, shall be paid by the Escrow Agent to Sellers.

(d) If no part of said account receivable shall then have been paid, the Escrow Agent shall pay to said Kerr Gifford & Co. Inc.

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the entire sum of Three Hundred Thousand Dollars theretofore held in the escrow fund against said account receivable.

(e) If under the foregoing provisions of this paragraph 4 the Escrow Agent shall pay to said Kerr Gifford & Co. Inc. any sum of money whatsoever, Buyer shall cause said Kerr Gifford & Co. Inc. to assign to Sellers all of the then existing right, title and interest of said Kerr Gifford & Co. Inc. in and to said account receivable or the unpaid balance thereof, as the case may be. Buyer shall thereafter cause said Kerr Gifford & Co. Inc. to refrain from any and all attempts to collect the balance, if any, remaining due upon said account receivable, and if, notwithstanding the absence of collection attempts, any payments are thereafter made by said Mitchell-Silliman Inland Warehouse Company to Kerr Gifford & Co. Inc. against said account receivable, Buyer will cause such payments to be transmitted promptly to Sellers.

Claims Against Escrow Fund.

5. If and when Buyer shall deem itself entitled to any payment out of the escrow fund by reason of the indemnities contained in said agreement or by reason of any failure of representation, breach of warranty, or default or breach by Sellers under said agreement, Buyer shall promptly inform the Escrow Agent and Sellers thereof. At the time of such notification, or as soon as practicable thereafter, Buyer shall ascertain and assert the amount of its claim for such payment. Subject to the provisions of paragraph 6 hereof, the Escrow Agent shall pay all such claims to Buyer out of that part of the escrow fund not being held for disbursement under paragraph 4 above.

Notices, Instructions, etc. to, and

6. (a) Sellers and Buyer hereby agree to indicate, in writing, to the Escrow Agent concurrence in the

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Conduct of Escrow Agent in Reference Thereto

propriety of each notice or instruction or request for delivery made or given to the Escrow Agent, as to which they are in agreement;

(b) In the absence of such written concurrence, the Escrow Agent shall, within five (5) days after the receipt of each such unilateral notice, instruction or request inform the party or parties not so indicating concurrence, of the fact and nature of such notice, instruction or request;

(c) Following the giving by the Escrow Agent of the notice provided for in subparagraph (b) above, the Escrow Agent shall withhold action upon such unilateral notice, instruction or request for a period of ten (10) days;

(d) If no written indication of disagreement as to the propriety of such unilateral notice, request or instruction is given to the Escrow Agent within said period of ten (10) days, the Escrow Agent shall act in accordance therewith; and

(e) If within said period of ten (10) days written indication of such disagreement is received by the Escrow Agent, the Eserow Agent shall withhold action pursuant to said unilateral notice, instruction or request until the disagreement shall have been resolved by arbitration and until notice of the result of such arbitration has been received by the Escrow Agent. Thereafter the Escrow Agent shall act in accordance with the result of the arbitration.

Arbitration

7. Buyer and Sellers agree to submit all disputes, disagreements or differences between or among them under the terms of this agreement to arbitration under and pursuant to the rules of the American Arbitration Association, and to be bound by the final result of such arbitration.

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Instructions by Seller

8. Sellers shall instruct the Escrow Agent in writing on June 10, 1953 with respect to the division among them of each payment to be made out of the escrow fund for the account of Sellers.

Release of Escrow Fund

9. (a) The Escrow Agent shall at all times during the life of this Escrow Agreement retain in the escrow fund sufficient monies to pay any claims against said fund which are then pending. Reference to fractions of the escrow fund in subparagraphs (b), (c), (d) and (e) of this paragraph 9 are to fractions of the then existing escrow fund as reduced by the retentions abovementioned and as reduced under the provisions of paragraph 4 above.

(b) One (1) year after the deposit in escrow referred to in paragraph 1 above, the Escrow Agent shall pay out of the escrow fund to Sellers one-fifth (1/5th) of the escrow fund.

(c) Two (2) years after the deposit in escrow referred to in paragraph 1 above, the Escrow Agent shall pay out of the escrow fund to Sellers one-fourth (1/4th) of the escrow fund.

(d) Three (3) years after the deposit in escrow referred in in paragraph 1 above, the Escrow Agent shall pay out of the escrow fund to Sellers one-third (1/3rd) of the escrow fund.

(e) Four (4) years after the deposit in escrow referred to in paragraph 1 above, the Escrow Agent shall pay out of the escrow fund to Sellers one-half (1/2) of the escrow fund.

(f) Five (5) years after the deposit in escrow referred to in paragraph 1 above, the Escrow Agent shall pay to Sellers the entire amount of the escrow fund then remaining, less the amount required to be retained under subparagraph (a) above.

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Said retained amount shall be held until final disposition of the claim or claims against which it is held.

Termination of Escrow Agreement

10. This Escrow Agreement shall terminate and all duties of the Escrow Agent hereunder shall be extinguished and discharged upon the payment and disbursement by the Escrow Agent, in accordance with the terms of this agreement, of the last of the fund held by it hereunder.

Fees of Escrow Agent

11. The fees of the Escrow Agent shall be borne and paid one-half (1/2) by Buyer and one-half (1/2) by Sellers.

Heirs, Successors, Assigns, Etc.

12. The benefits and obligations of this agreement shall inure to and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each of the Parties of the First Part has hereunto set his hand and seal, and the Party of the Second Part and the Party of the Third Part has caused these presents to be executed in their respective corporate names by their officers thereunto duly authorized, all as of the day and year first above written.

IN PRESENCE OF:

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Andrew Kerr
Andrew Kerr

Mabel Macleay Kerr
by Andrew Kerr, Atty. in fact
Mabel Macleay Kerr

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Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Eugene K. Farr
B. J. Gardner

Florence Schatz

Celeste Moore

Anne Kerr McDonald
by John N. Platt - Atty-in-fact
Anne Kerr McDonald

Jane Kerr Platt
Jane Kerr Platt

Peter Kerr
Peter Kerr

Laurie King Kerr
Laurie King Kerr

James McDonald
by John N. Platt - Atty-in-fact
James McDonald

Thomas Kerr
Thomas Kerr

S. E. Mikkelson
S. E. Mikkelson

J. J. Sarsfield
J. J. Sarsfield

J. W. S. Platt
J. W. S. Platt

(PARTIES OF THE FIRST PART)

CARGILL, INCORPORATED

By
Vice Chairman of the Board of Directors

By Albert J. Egermayer
Secretary

(PARTY OF THE SECOND PART)

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THE BANK OF CALIFORNIA, N. A.

A. E. Flieger

By C. Nelson Hackett
Vice President

L. F. Butler

By
Asst Secty

(PARTY OF THE THIRD PART)

E.A. Archer

CARG003428

AGREEMENT made as of this 1st day of June, 1953, by and between ANDREW KERR, MABEL MACLEAY KERR, ANN KERR McDONALD, JANE KERR PLATT, PETER KERR, LAURIE KING KERR, JAMES McDONALD, THOMAS KERR, S. E. MIKKELSON, J. J. SARSFIELD and J. W. S. PLATT, as Parties of the First Part (hereinafter sometimes referred to collectively as "Sellers"), and CARGILL, INCORPORATED, a corporation of the State of Delaware, as Party of the Second Part (hereinafter sometimes referred to as "Buyer"),

W I T N E S S E T H :

WHEREAS, Sellers are the owners of all of the issued and outstanding capital stock of Kerr Gifford & Co. Inc., a corporation organized and existing under the laws of the State of Oregon (hereinafter sometimes referred to as "said corporation"), and Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers all of said stock upon the terms and conditions herein contained,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

AGREEMENT TO SELL AND TO PURCHASE

1. Subject to the provisions of paragraph 12 below, each of the Sellers hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, all of the issued and outstanding shares of the capital stock of said corporation owned by him and registered or recorded in his name on the books of said corporation. Sellers hereby represent and warrant their respective registered ownerships of said shares to be as follows:

Name	No. of Shares
Andrew Kerr	549
Mabel Macleay Kerr	350
Ann Kerr McDonald	501.16
Jane Kerr Platt	501.18
Peter Kerr	502.32
Laurie King Kerr	502.32
James McDonald	1
Thomas Kerr	1
S. E. Mikkelson	1
J. J. Sarsfield	1
J. W. S. Platt	1
Total	2911

EXHIBIT A

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SELLERS' WARRANTIES AND REPRESENTATIONS

2. Sellers hereby jointly and severally make the following additional representations and warranties, to wit:

(a) Said Kerr Gifford & Co. Inc. is a validly organized and existing corporation under the laws of the State of Oregon, with such powers, purposes, licenses and permits as are necessary to enable it lawfully to carry on the business in which it has been and now is engaged, both within the State of Oregon and in all other places in which said business has been and is being carried on by said corporation.

(b) The subsidiary corporations of said Kerr Gifford & Co. Inc. are likewise validly organized and existing corporations with such powers, purposes, licenses and permits as are necessary to enable them to carry on lawfully the businesses in which they have been and now are engaged, in all places in which said businesses have been and are being carried on by said subsidiary corporations.

(c) The capital stock of said corporation is all of one class, viz., Common, and the total number of shares thereof now issued and outstanding is 2911, all of which shares (hereinafter sometimes referred to collectively as "said stock") are duly issued, fully paid and non-assessable, and are owned by Sellers as a group, free and clear of all encumbrances, liens or other charges.

(d) Sellers now have, and at the time of transfer to Buyer will have good right to sell and transfer said stock pursuant to the terms of this agreement.

(e) Said corporation and its subsidiary corporations have good and marketable unencumbered title to all of the real and personal property shown upon its and their books and records as so owned by it or them, and the leasehold interests shown upon its and their books and other records and documents are

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valid leasehold interests to the extent so shown.

(f) The state, federal and Canadian tax returns of said corporation and its subsidiaries, relating to taxes upon or measured by income, have been examined by the appropriate authorities for all taxable years of the corporation to and including the taxable year ended on June 30, 1950, and all taxes legally payable for said years have been paid.

INDEMNITY

3. (a) Sellers hereby agree to indemnify and save said corporation and Buyer harmless of and from (i) all loss arising out of liabilities of said corporation and its subsidiaries of whatever kind (including but not limited to tax liabilities, liabilities arising out of grain export transactions whether or not involving government funds or programs, and losses arising out of accounts receivable in excess of all reserves carried against the same) existing on June 1, 1953 or arising out of transactions occurring prior to the transfer of said stock to Buyer and not disclosed and provided for in the audit and audit report to be made as provided in paragraphs 4 (b) and 5 of this agreement, and (ii) all loss, cost and expense sustained or incurred by Buyer by reason of defects in the title of said corporation and its subsidiaries to property carried on its and/or their books. Sellers agree to pay to said corporation the amount of all such loss, liabilities, cost and expense, which shall include (but shall not be limited to) reasonable attorneys' fees incurred in connection therewith or in avoiding or minimizing any such loss, liability, cost or expense or in attempting to do so; provided, this indemnity shall not apply to any item of the kind described in (i) above which is first asserted or known after May 31, 1958, nor to any item under (ii) above as to which notice is not given by Buyer to Sellers on or before December 31, 1953. Buyer agrees to cause said corporation and/or its subsidiaries

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to make reasonable efforts to collect said accounts receivable.

(b) The obligations of Sellers as a group under the indemnity hereinabove provided shall be unlimited as to amount, and shall not be deemed co-extensive with the amount of funds held in escrow (as hereinafter provided) at any time or from time to time.

(c) The respective obligations of the individual Sellers under the indemnity hereinabove provided shall be limited, in each case in which an obligation for payment thereunder shall arise, to the same proportion of each such obligation as the number of shares of stock sold by him hereunder is of the total number of shares sold by all Sellers under this agreement.

(d) The parties understand that said corporation and/or its subsidiaries may be entitled to and may receive refunds of taxes heretofore paid by it or them, including (but not by way of limitation) federal transportation taxes, and that such refunds, being either contingent or unknown, will not be reflected upon the books of said corporation or its subsidiaries nor in the audit referred to and described in paragraph 5 below. It is hereby agreed that if any such refunds not so reflected or disclosed shall be received by said corporation or any of its subsidiaries on or prior to May 31, 1958, Buyer shall cause said corporation to pay over to Sellers the amount thereof, less the cost of collecting the same.

AUDITS AND REPORTS

4. (a) Reference is hereby made to the report of Price Waterhouse & Co. dated August 14, 1952, and the supplement to said report dated August 20, 1952, the same being a report and supplemental report of the audit made by Price Waterhouse & Co. of the books, records and affairs of said corporation and its subsidiaries, consolidated, for the eleven months ended May 31, 1952, and containing a balance sheet of said corporation and its

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subsidiaries, consolidated, as at May 31, 1952. The consolidated net worth of said corporation and its subsidiaries as shown therein is Three Million Four Hundred Thirteen Thousand Twenty-five and 23/100 Dollars

(b) A similar audit and report thereof shall be made for the year ending May 31, 1953, as more fully provided in paragraph 5 below.

(c) Said audits shall form the basis for the adjustment of price and determination of final price as provided in paragraph 6 below.

AUDIT AND REPORT TO BE MADE

5. (a) As soon as possible after the execution of this Agreement, Sellers shall cause Price Waterhouse & Co. to commence and to complete at the earliest practicable time an audit of the books, records and affairs of said corporation and its subsidiaries for the year ending May 31, 1953. Buyer shall engage at its own expense an independent public accounting firm other than Price Waterhouse & Co., to collaborate, review and discuss with Price Waterhouse & Co. the latter's audit as it progresses and the results thereof. Sellers agree to permit one or more representatives of the accounting firm so engaged by Buyer to participate in said audit. Upon completion of said audit Price Waterhouse & Co. will forthwith make its report and will furnish duplicate originals thereof to Sellers and to Buyer. Said audit (i) shall be a consolidated audit covering said corporation and its subsidiaries and shall include a certified balance sheet as at May 31, 1953 and other information of the same kind as is contained in said report and supplemental report dated August 14 and August 20, 1952, (ii) shall be made in accordance with generally accepted accounting principles as applied in the grain trade, (iii) shall be made on the same basis and method of valuation and determination as said report and supplemental report, and shall provide for all

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losses and expenses of whatsoever nature that have accrued or have been incurred as of May 31, 1953, and (iv) shall be of such scope as to enable Price Waterhouse & Co. to render an opinion unqualified as to scope, which said opinion Sellers shall cause Price Waterhouse & Co. to render.

(b) In the course of the making of said audit Sellers shall cause to be made such weighings, inspections and price and value determinations as Buyer may require, and in all such cases official weighing and/or inspection where available shall be used. In cases where official weighing or inspection is not available the methods of sampling, inspecting and weighing shall be such as are agreed upon between the parties through their respective authorized representatives. The parties shall have the right to call for federal appeal on any official grade determination.

(c) The parties may agree to defer (as distinguished from final waiver of weighing by Buyer) the weighing of any particular portion of inventory, without such agreement working a waiver of Buyer's right to have such portion ultimately weighed. In the event of such an agreement to defer weighing the parties will undertake to arrive at an estimate of the weight and quantity of the portion of inventory in question and shall inform Price Waterhouse & Co. and the representatives of Buyer's accounting firm of the estimated weight and quantity so agreed upon. Said Price Waterhouse & Co. and Buyer's accounting firm may treat as final for purposes of the audit hereinabove mentioned the estimated weight and quantity so agreed upon. When the grain as to which any such estimate has been made is later weighed, either in storage or upon loadout thereof from the warehouse or elevator in which it is stored, the weights then obtained shall be deemed final as between the Sellers and Buyer and adjusting payment shall be made by Sellers to Buyer or by Buyer to Sellers as may be required to

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reflect the difference between said estimated weight and quantity and such final actual weight and quantity. Pending the determination of actual, final weight and quantity, all portions of inventory affected by this subparagraph (c) shall be stored and kept separate from all other portions of inventory not affected by this subparagraph (c).

(d) The parties agree to make available to Price Waterhouse & Co. and to the representatives of the accounting firm engaged by Buyer, skilled personnel to assist in the ascertainment of quantities, qualities, grades, prices and values of inventories of said corporation and its subsidiaries. Price Waterhouse & Co. and the representatives of the accounting firm engaged by Buyer shall make price and value determinations of inventories under the guidance and with the advice of such skilled personnel. If a disagreement arises as to any such price or value determination, and if such disagreement shall not be resolved by the parties, the same shall be submitted for arbitration under and pursuant to the rules of the American Arbitration Association and the parties shall be bound by the final result of such arbitration.

PURCHASE PRICE

6. The purchase price for said stock and all thereof shall be the sum of Four Million Two Hundred Fifty Thousand Dollars (, plus or minus the excess or deficiency (as the case may be) of the net worth of said corporation and its subsidiaries as shown by said audit to be made as at May 31, 1953 over or under the sum of Three Million Four Hundred Thirteen Thousand Twenty-five and 23/100 Dollars

INSPECTION OF BOOKS, ETC., BY BUYER

7. (a) Sellers agree to permit Buyer's counsel, accountants and other appropriate representatives to examine such of the corporate records, minutes, documents, contracts, leases, deeds and other instruments of said corporation and its subsidiaries as Buyer may desire. Among such documents

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shall be abstracts of title to real property and other instruments evidencing or affecting title to the real and personal property of said corporation and its subsidiaries necessary to enable Buyer to determine independently the nature, extent and quality of the right, title and interest of said corporation and its subsidiaries in and to said real and personal property.

(b) Buyer agrees to commence promptly its examination of such titles, and to cause such examination to be completed at the earliest practicable time. Buyer shall give Sellers written notice, on or before December 31, 1953 of all defects in the title of said corporation and its subsidiaries believed by Buyer to exist, and with respect to which Buyer considers itself indemnified hereunder. Said notice or notices shall describe said claimed defects. Buyer shall be deemed to have waived all title defects as to which Buyer shall fail to give such notice on or before December 31, 1953.

(c) If the notice or notices given by the Buyer, as provided in the foregoing paragraph, show any defects in title, the Sellers may satisfy such objections by furnishing title insurance policies showing valid and marketable title to said properties and Buyer shall accept said title insurance policies as evidence of valid and marketable title to the properties covered thereby.

(d) If Sellers fail to procure and furnish such title policies or to cure such title defects within a period of eight months from Sellers' notice or notices, then the parties shall attempt to arrive at a dollar value which fairly represents the difference between the value of the property affected by such title defect and the value of the same property if such title defect did not exist.

(e) In the event of disagreement between Sellers and Buyer as to (i) whether Buyer is indemnified hereunder with

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respect to any claimed title defect or (ii) the proper amount of title insurance coverage or (iii) the proper dollar amount to be determined as above provided, such disagreement shall be submitted for determination by arbitration under and pursuant to the rules of the American Arbitration Association and the parties shall be bound by the final result of such arbitration.

PAYMENT AND DELIVERY OF STOCK CERTIFICATES TO ESCROW AGENT

8. On June 10, 1953 Buyer hereby agrees to pay to The Bank of California, N. A., at San Francisco, California as Escrow Agent under Escrow Agreement of even date herewith, the sum of Four Million Two Hundred Fifty Thousand Dollars as a tentative payment of the purchase price of said stock, subject to adjustment as provided in paragraph 9 below and in said Escrow Agreement. Each of the Sellers shall, on June 10, 1953 deliver to said bank, likewise as Escrow Agent under said Escrow Agreement, a certificate or certificates evidencing his ownership of the number of shares belonging to him as hereinabove set forth. Each of said certificates shall have attached thereto the separate assignment thereof in blank, duly executed so as to effectuate transfer and re-registration of said stock upon the books of said corporation, with signature of the registered owner of the stock represented thereby guaranteed by a national bank of Portland, Oregon having a New York correspondent.

ADJUSTMENT OF ESCROW FUND

9. Forthwith after the determination of the final adjusted purchase price as herein elsewhere provided, Buyer shall pay into the escrow fund the amount, if any, by which said final purchase price exceeds said tentative purchase price, and Sellers agree to authorize the Escrow Agent to pay out of the escrow fund to Buyer the amount, if any, by which said final purchase price is lower than the tentative purchase price. Promptly after such additional payment by Buyer into the escrow fund or by said Escrow Agent to Buyer, as the case may be, said Escrow Agent shall (a) pay over to Sellers all of the escrow fund except (i) the amount of applicable transfer taxes, as provided in said Escrow Agreement and (ii) the sum of Eight Hundred Thousand Dollars ($800,000.00) and (b) deliver to Buyer all of said stock certificates and separate assignments,

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all as more fully provided in said Escrow Agreement.

CORPORATION TO ENGAGE ONLY IN ORDINARY BUSINESS

10. Each of the Sellers hereby agrees that until either the delivery by the Escrow Agent to Buyer of said stock certificates and instruments of assignment thereof or the earlier termination of this agreement under paragraph 12 hereof, he:

(a) Will not transfer, otherwise dispose of, encumber or permit to be encumbered any of the shares of said stock owned by him;

(b) Will not cause, participate in causing, approve, nor (to the extent within his power) permit (i) the sale, encumbrance or other disposition of any of the property of said corporation or its subsidiaries, real or personal, except in the ordinary course of business, (ii) the declaration or payment of any dividend upon any of said stock, or the stock of any of said subsidiaries, (iii) the issuance of any shares of stock of said corporation or its subsidiaries, (iv) any new participation in said corporation or its subsidiaries, or (v) the creation, assumption or incurring of any obligation or liability by or against said corporation or its subsidiaries or its or their assets, otherwise than in the ordinary course of business;

(c) Will not vote or permit his shares of said stock to be voted.

PROTECTION OF CORPORATE ASSETS, ETC.

11. It is the intent and agreement of the parties that so long as this agreement shall be in force and transfer of said stock to Buyer shall not have been effected, only the ordinary business of said corporation and its subsidiaries shall be conducted and its and their property and assets shall be employed and protected in all prudent ways, all in contemplation of Buyer's acquisition of ownership of a business and its assets in all material respects the same as now exists in said corporation and its subsidiaries. Sellers hereby agree to do such acts and things (by way both of commission and omission) as shall best be calculated to effectuate said intent and agreement of the parties.

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DAMAGE OR DESTRUCTION OF PROPERTY

12. (a) The parties recognize the possibility of damage or destruction, prior to the transfer to Buyer of said stock, of physical property owned or leased by said corporation or its subsidiaries and that the personal property of said corporation or its subsidiaries (including inventory) may be damaged or destroyed on or after June 1, 1953, and prior to said transfer of stock.

(b) If such damage to or destruction of physical properties shall result, in total, in a loss of twenty-five percent (25%) or more of the total storage capacity of all grain elevators now operated by said corporation and its subsidiaries, Buyer may terminate this agreement by giving written notice of election to do so to Sellers within five (5) days after Buyer receives notice of the occurrence of any such incident of loss, whether the same be one of a series of losses or not. In the event of such termination, Buyer shall be repaid promptly all sums theretofore paid by Buyer hereunder, as more fully provided in said Escrow Agreement.

(c) If Buyer shall not terminate this agreement as last above provided, the transaction covered hereby shall be consummated without reference to said losses, except that Sellers shall pay to said corporation promptly upon such consummation the amount, if any, by which the total amount of such losses of real property and personal property (including inventory) is not compensable by insurance.

WAIVER OF BREACH ETC.

13. The waiver by any party hereto of any breach, default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall not be deemed to extend to any prior or subsequent breach, default, misrepresentation or breach of warranty or covenant hereunder and shall not affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

HEIRS, SUCCESSORS, ASSIGNS, ETC.

14. The benefits and obligations of this agreement shall inure to and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, each of the Parties of the First Part has hereunto set his hand and seal, and the Party of the Second Part has caused these presents to be executed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

In Presence of:

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Andrew Kerr
Andrew Kerr

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Mabel Macleay Kerr
by Thomas Kerr - Att'y. in fact
Mabel Macleay Kerr

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Anne Kerr McDonald
by John W. S. Platt - Att'y.-in-fact
Anne Kerr McDonald

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Jane Kerr Platt
Jane Kerr Platt

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Peter Kerr
Peter Kerr

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Laurie King Kerr
Laurie King Kerr

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ James McDonald
by John W. S. Platt - Att'y.-in-fact
James McDonald

/s/ B. J. Gardner
/s/ Eugene K. Farr

/s/ Thomas Kerr
Thomas Kerr

B. J. Gardner /s/
Eugene K. Farr /s/

/s/ S. E. Mikkelson
S. E. Mikkelson

CARG003440

/s/ B. J. Gardner

/s/ Eugene K. Farr

/s/ J. J. Sarsfield

J. J. Sarsfield

/s/ B. J. Gardner

/s/ Eugene K. Farr

/s/ J. W. S. Platt

J. W. S. Platt

(Parties of the First Part)

CARGILL, INCORPORATED

/s/ Florence Schatz

/s/ Celeste Moore

By /s/ J. G. Peterson

Vice Chairman of the Board of Directors

And /s/ Albert G. Egermayer

Secretary

(Party of the Second Part)

CARG003441

Kerr 0022.PDF

F1-506 Acquisition of KERR GIFFORD & CO.
Corres. INC. (5/31/53)

PERMANENT

FILE CLOSED
STORED

Box # 10 Date 5-20-59

By Celeste Moore

2002/05834

F01-506
CORRESPONDENCE
00102820001

CARG003443

Kerr 0023.PDF

USSA.
WH Licenses

KERR GIFFORD CONTRACTS - CATEGORIES

I. REAL PROPERTY LEASES (Kerr Gifford as Lessee)

1. Arlington No. 3
2. Arlington No. 5 — Consent attached OK
3. Arlington No. 6
4. Chicago Office
5. Colfax Office
6. The Dalles No. 4
7. Jap Camp No. 1
8. Maupin No. 1
9. Merrill No. 7
10. Portland (K. G. Dock No. 9 and 10) 6/.6e
11. Portland Diamond Lumber Co. No. 15
(No consent necessary)
12. Portland (Northwestern Dock No. 1 and 2)
(Note: New lease being negotiated)
13. Portland Shipyard No. 1
(No consent necessary)
14. Portland Terminal No. 4 - No. 1 — Action
15. Portland Terminal No. 4 - No. 2
16. Portland Terminal No. 4 - No. 3
17. Portland Office
17½ San Fran. Office
18. Seattle No. 1 and 2 — Action
19. Tuber Siding - Cal.
20. Walla Walla - Wash
(Note: New lease in process)
21. Yolo No. 1

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KERR GIFFORD CONTRACTS - CATEGORIES

II. TRACK AGREEMENTS

1. Arlington No. 4
2. The Dalles Nos. 6, 9, 10, 11, and 12 (K. G. ?)
3. Portland K. G. Dock No. 7
4. Portland K. G. Dock No. 8
5. Portland K. G. Dock No. 6

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KERR GIFFORD CONTRACTS - CATEGORIES

III. DEEDS AND TITLE INSURANCE

1. Arlington No. 9, 9½, and 14
2. Arlington No. 10 and 11
3. Arlington No. 12 and 13
4. The Dalles No. 1
5. Madison Nos. 1, 2, and 4
6. Merrill Nos. 6, 4, and 14
7. Merrill No. 17
8. Portland K. G. Dock No. 5
9. Portland K. G. Dock No. 9½
10. Portland K. G. Dock No. 13
11. Portland K. G. Dock No. 14
12. Portland K. G. Dock Nos. 1 and 2

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KERR GIFFORD CONTRACTS - CATEGORIES

IV. POWER CONTRACTS AND SIMILAR

1. Arlington — No. 1 and 2 (K. G. Indemnity in Power Line License)
2. The Dalles — No. 13 (Power)
3. Portland K. G. Dock No. 11 (License to maintain water line)
4. Portland Terminal No. 4 - No. 4 (Lease of Vehicles)
5. Seattle — No. 6 (Janitorial Service)
6. Seattle — No. 7 (Disinfection and Deodorizing)

V. LEASES FROM K. G.

1. Arlington — No. 15
2. The Dalles — No. 3
3. Madison — No. 3
4. Yolo — Nos. 2 and 3 (Not lease but assignment of lease but K. G. not relieved from liability)

VI. LEASES TO K. G.

1. San Francisco Office (See open sales contracts, San Francisco)

CARG003448

Kerr 0024.PDF

I1-OREpor-3j PORTLAND

Lease from Wm. Shenker Co. to KG — assigned.

Lease from Diamond Lumber Co. to KG -- assigned and consented to.

Office lease - 1001-1017 Lewis Bldg., Lease from Title and Trust to KG -- assigned.

Lease No. R-2281 Union Pacific to KG -- not assigned. NORTHWESTERN DOCK PROPERTY.

Bill of Sale to KG from Terminal Flour of three grain bins on land covered by Lease #R-1867. No Bill of Sale to Cargill.

Lease #R-1867 Union Pacific to KG of property adjoining Globe Dock -- not yet assigned.

Globe Dock property -- deeded to Cargill, but title insurance still in the name of St. Paul Mercury Indemnity Co.

License for Private way for pedestrians No. 20799 from Union Pacific to KG -- not assigned.

License for private roadway and crossing #23319 - Union Pacific and KG -- not assigned.

Pipe line crossing agreement No. 22064 ($1\frac{1}{2}$ and 3 inches in diameter) Globe Dock Property - between Union Pacific and KG -- not assigned.

Pine line crossing agreement No. 23318 (three inch diameter) -- Globe Dock Property -- not assigned. (Agreement between Union Pacific and KG)

TERMINAL NO. 4 - Lease from Commission of Public Docks to KG - assigned.

TERMINAL NO. 4 (House 4) -- assignment of lease (letter)

CARG003450

Kerr 0025.PDF

Kerr Gifford Dock & Elevator
Foot of N. Holladay Street
Portland, Oregon

- (Also referred to as "Globe Dock")

	Comments
1. Purchase Agreement - Date of Contract, November 22, 1941 - From Terminal Flour Mills Co. to K. G.	a. Land, Buildings, and Equipment b. To be completed 1941
2. Extension of Purchase Agreement - April 18, 1945, as above.	a. Time for performance in connection with exchange of land with railroad, extended to March 1, 1946.
NOTE: Deed re. above not in files. - Mentioned in instrument 9-1/2.	
3. Receipt and Recitation re. Security Title - October 14, 1942 - Receipt by St. Paul-Mercury Indemnity Company of Security Deed by K. G.	a. ~~Copy of~~ Security Deed ~~not in files~~. (See Instrument No. 12)
4. Title Insurance Policy - dated January 5, 1954 - insuring St. Paul - Mercury Indemnity Company	a. Re. same land as above instruments.
5. Deed - February 9, 1954 - St. Paul-Mercury Indemnity Company to K. G.	a. Seemingly same land as above.
6. License for Use of Private Roadway - November 14, 1951 - From Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company to K. G.	a. Expiration: October 8, 1956. b. Not assignable without consent.
7. Trackage Agreement - Same parties as above - April 13, 1953	a. Not assignable without consent. b. No termination date!
8. License for private way of pedestrians - May 10, 1948 - Same parties.	a. Term 5 years, unless sooner by notice of either party.
8-1/2. - Extension of License for Private Way - Nov. 6, 1952 - same parties.	b. No assignment without consent. a. Expiration date - Dec. 31, 1957.
9. Lease - Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company to K. G., May 15, 1942	a. ~~Rent~~ Land for location of grain bins.

(continued)

CARG003452

9. (Lease) - continued

b. Terminates May 14, 1944
c. Rental : $47.25 annually
d. Not assignable without consent

9-1/2. Bill of Sale - May 29, 1942, Terminal Flour Mills Co. to K. G.

a. Three grain tanks located on railroad property north of property "this day conveyed to" K. G.

10. Extension of Railroad Lease dated April 23, 1948, same parties -

a. Extends termination date to April 30, 1949.

NOTE: File does not show whether the land is still being used by K. G.

11. License to Maintain Water Pipe Line - November 26, 1951 - from Oregon-Washington RR & Navigation Co. and Union Pac. RR. Co. to K. G.

a. Term indefinite.
b. No assignment without consent.

12. Deed - July ___ 1942 - K. G. to St. Paul-Mercury Indemnity Co.

a. Land in Wheeler's Addition to East Portland.
b. See instruments Nos. 3 and 5 above.

13. Title Insurance - June 23, 1948 - Commonwealth to K. G. & successors - $1,655; Parts of Block 35, Wheeler's Addition to East Portland.

a. In Rockwood's Office.

14. Title Insurance - June 23, 1948 - Commonwealth to K. G. & successors

a. Parcel A - Metes & bounds
b. Parcel B - " "
(Reference to Deed recorded June 23, 1948 from Union Pacific to K. G.)

c. In Rockwood's office.

CARG003453

Instrument	Comments
Lease - June 21, 1954 - Diamond Lumber Company to K. G.	a. Term 12 months with option to extend 12 months b. Consent given to assign to Cargill, Incorporated (Para. 7) c. This ~~not~~x known as the Truss Building. d. Executed by K. G. but not yet by other party.

CARG003454

Kerr 0026.PDF

GENERAL - CONTRACTS

Item -

116. There seems to be an oral contract between K. G. and Helix Milling Co. (owned by Tom Kerr) whereby Helix permits the utilization of its mill and Kerr Gifford operates the mill and handles all transactions. It seems that profits or losses are shared equally. So far as I have been able to ascertain, purchases are made by the joint enterprise from Kerr Gifford and sales are made in the name of Kerr Gifford. It has been stated to me that prices are not juggled to show either less or more profit to the joint enterprise, but that grain is sold to the joint enterprise at market price. I have made no attempt to investigate to determine whether there is a proper allocation of expenses, but it might be noted that Mr. Starr, the Engineer, Mr. Wiltman, Mr. Pennell, and various accountants spend time in this enterprise. I assume that the accounts have been thoroughly audited so I went no further than to attempt to get some understanding of the terms of the oral agreement. I have not tried to learn the fine points, e.g., who pays for licenses, etc.

Item 17 - Lawsuit - Tonkoff vs. Barr & Kerr Gifford

a. This is a suit in the nature of an interpleader. Kerr Gifford paid the moneys into Court May 20, 1954. Lawsuit being handled by Koerner.

Item 17 - INSURANCE -

Oregon Withholding Tax	Firm No. 23368
Oregon State Income Tax	Account Serial No. 550596
Canadian Corporation Tax	———
California Bank and Corporation Franchise Tax	Corporate No. 115230.
Federal Income Tax	No number shown
Federal withholding tax	No. [redacted]
Federal Social Security Tax	No. [redacted]

A. Unemployment Compensation

Oregon -	1503-26
Idaho	No. 4 5114-03642 (on one return number stated was "5141")
Washington	Not known

B. Workmen's Compensation

Oregon	Firm Number - 51828 (State Industrial Accident Commission)
Washington	" " 105824-1 (Department of Labor and Industries)

Item 18.

EX United States Savings Bonds - Wages withheld for the following: John W. S. Platt, Gina L. Horne, Richard G. Adolphson, Bernice J. Gardner.

CARG003456

Item 22 - Warehouse Bonds - Handled through Lewis & Cartwright, Inc., Agents, 514 Lewis Building, Portland 4, Ore.

a. Hunt Lewis. Mr. Faber Lewis said that Cargill Insurance Department has complete listings of all such bonds and railroad bonds.

Item 23 - Storage Agreement - K. G. to Anheuser-Busch, Inc., June 17, 1954

a. Lease of 910,000 bushels of space August 15, 1954 - July 1, 1955
b. copy in file.

24. Uniform Grain Storage Agreements (UGSA) - No. 92-4-CCC-240

Location	County	House No.	Code No.
Arlington	Gilliam	421	-
Arlington	Gilliam	412	82469
The Dalles	Wasco	411	82348
The Dalles	Wasco	414	82348
Maupin	Wasco	201	82299
Portland	Multnomah	494	92000
Portland	Multnomah	436	92004
Portland	Multnomah	40	92001

Note: Details re Seattle and California locations not available.

25. Oregon Wheat Tax -
No code number shown, but Oregon levies a tax of 1/2 cent per bushel on the first purchase from the producer.

26. C.E.A. filings - It was stated to me that there are none.

27. Turkey Farm - So far as I could determine, there are no open contracts in connection with the operation.

CARG003457

Kerr 0027.PDF

Kerr Gifford Dock & Elevator
Foot of N. Holladay Street
Portland, Oregon

- (Also referred to as "Globe Dock")

	Comments
1. Purchase Agreement - Date of Contract, November 22, 1941 - From Terminal Flour Mills Co. to K. G.	a. Land, Buildings, and Equipment b. To be completed 1941
2. Extension of Purchase Agreement - April 18, 1945, as above. NOTE: Deed re. above not in files. -- Mentioned in instrument 9-1/2.	a. Time for performance in connection with exchange of land with railroad, extended to March 1, 1946.
3. Receipt and Recitation re. Security Title - October 14, 1942 - Receipt by St. Paul-Mercury Indemnity Company of Security Deed by K. G.	a. Copy of Security Deed not in files. (See Instrument No. 12)
4. Title Insurance Policy - dated January 5, 1954 - insuring St. Paul - Mercury Indemnity Company	a. Re. same land as above instruments.
5. Deed - February 9, 1954 - St. Paul-Mercury Indemnity Company to K.G.	a. Seemingly same land as above.
6. License for Use of Private Roadway - November 14, 1951 - From Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company to K. G.	a. Expiration: October 8, 1956. b. Not assignable without consent.
7. Trackage Agreement - Same parties as above - April 13, 1953	a. Not assignable without consent. b. No termination date!
8. License for private way of pedestrians - May 10, 1948 - Same parties.	a. Term 5 years, unless sooner by notice of either party.
8-1/2. - Extension of License for Private Way - Nov. 6, 1952 - same parties.	b. No assignment without consent.
9. Lease - Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company to K. G., May 15, 1942	a. Expiration date - Dec. 31, 1957. a. Land for location of grain bins.

(continued)

CARG003459

9. (Lease) - continued

b. Terminates May 14, 1944
c. Rental : $47.25 annually
d. Not assignable without consent

9-1/2. Bill of Sale - May 29, 1942, Terminal Flour Mills Co. to K. G.

a. Three grain tanks located on railroad property north of property "this day conveyed to" K.G.

10. Extension of Railroad Lease dated April 23, 1948, same parties -

a. Extends termination date to April 30, 1949.

NOTE: File does not show whether the land is still being used by K. G.

11. License to Maintain Water Pipe Line - November 26, 1951 - from Oregon-Washington RR & Navigation Co. and Union Pac. RR. Co. to K. G.

a. Term indefinite.
b. No assignment without consent.

12. Deed - July ___ 1942 - K.G. to St. Paul-Mercury Indemnity Co.

a. Land in Wheeler's Addition to East Portland.
b. See instruments Nos. 3 and 5 above.

13. Title Insurance - June 23, 1948 - Commonwealth to K. G. & successors - $1,655; Parts of Block 35, Wheeler's Addition to East Portland.

a. In Rockwood's Office.

14. Title Insurance - June 23, 1948 - Commonwealth to K.G. & successors

a. Parcel A - Metes & bounds
b. Parcel B - " "
(Reference to Deed recorded June 23, 1948 from Union Pacific to K. G.)

c. In Rockwood's office.

CARG003460

Instrument	Comments
v15. Lease - June 21, 1954 - Diamond Lumber Company to K. G.	a. Term 12 months with option to extend 12 months b. Consent given to assign to Cargill, Incorporated (Para. 7) c. This ~~mxx~~ known as the Truss Building. d. Executed by K. G. but not yet by other party.

CARG003461

Kerr 0028.PDF

NORTHWESTERN DOCK & ELEVATOR
Portland, Oregon

Instrument	Comments
1. Lease - August 17, 1947 - Union Pacific RR to K. G.	a. Metes and bounds description b. Term ending August 1948, with option to renew for one year. c. No assignment without consent. (Sect. 4)
2. Supplemental Agreement (Of above Lease) - August 24, 1949, Union Pacific Railroad Company to K. G.	a. Term of above lease 5 years commencing August 17, 1949.
3. Consent to Sub-Lease Agreement - April 16, 1953 - Tri-party: UP, KG and Crown Zellerbach Corporation	
NOTE: Sub-Lease not in files, but Mr. Sarsfield says Crown Zellerbach now moving out their stock and equipment.	
NOTE: New Lease being negotiated.	

CARG003463

OREGON SHIPYARD

Portland, Oregon

	Comments
1. Lease - Presently being negotiated - to commence August 2, 1954	
Notation added Friday - August 6 - 1954	
Lease - August 1, 1954 - William and Elizabeth Shenker, d.b.a. William Shenker Company, to K. G.	a. Term until July 31, 1955, with option to renew for one year. b. Consent given for K. G. to assign to affiliate, parent or subsidiary of K. G.

CARG003464

Terminal No. 4 Elevator
Portland, Oregon

1. Lease - March 12, 1951 - City of Portland to K. G.
   a. Terminates: 1956, plus option to renew for five years.
   b. No assignment without consent, but Commission agrees not to unreasonably withhold consent (Section 11)

2. Agreement to Lease - February 8, 1954 -
   a. No assignment without consent, but Commission will not unreasonably withhold consent (Section 25H- Pg. 42)

3. Rental Agreement - (Letter) - July 20, 1954 - Commission of Public Docks to K. G.
   a. For storage of wheat in House 4 at Terminal 4.
   b. Term - One year, expiring one year from July 31, 1954.

4. Lease of Motor Vehicles - July 28, 1954 - Parker-Schram Company to K. G.
   a. No term stated.
   b. In letter form.
   c. Copy in file.

CARG003465

PORTLAND OFFICE
Portland, Oregon

	Comments
Lease - March 1, 1950, from Title and Trust Company to K. G.	a. Term ends February 28, 1955. b. No assignment without consent (Section Ic)

CARG003466

Kerr 0033.PDF

C O P Y

January 11, 1954

Mr. Earl A. Jinkinson,
Acting Chief, Midwest Office
Antitrust Division
Department of Justice
404 United States Courthouse
Chicago 4, Illinois

Dear Mr. Jinkinson:

None of the tidewater elevators at Portland, the Columbia River ports of Vancouver, Washington, Longview, Washington, and Astoria, Oregon; or the Puget Sound elevators at Seattle and Tacoma, Washington, operate under the Federal Warehouse Act.

Capacities and operators of these elevators are as follows:

Portland, Oregon	Capacity	Operators
Terminal No. 4	2,000,000 Bu	Kerr Gifford & Co., Inc.
Northwest Grain	300,000	" "
Kerr Gifford	750,000	" "
The Quaker Oats Co.	500,000	The Quaker Oats Company
Irving	400,000	Balfour Guthrie & Company
Astoria, Oregon		
Port Elevator	500,000 Bu	North Pacific Grain Growers, Inc.
Vancouver, Washington		
Port Elevator	2,500,000 Bu	Archer-Daniels-Midland Company
Longview, Washington		
Port Elevator	1,750,000 Bu	Continental Grain Company
Seattle, Washington		
Port Elevator	2,250,000 Bu.	Kerr Gifford & Company, Inc.
Tacoma, Washington		
Port Elevator	1,400,000 Bu.	Archer-Daniels-Midland Company

This, I believe, gives you the information you require, but should you need more, we will be happy to comply.

Very truly yours,

ROBERT R. ENLOE,
President

RRE:hh

CARG003468

Kerr 0034.PDF

NEWS BULLETIN

CARGILL, INCORPORATED
200 GRAIN EXCHANGE • MINNEAPOLIS, MINNESOTA

"THE GREEN WAVE"

Vol. 6 No. 17 June 10, 1953

SPECIAL ANNOUNCEMENT

Cargill, Incorporated has purchased the capital stock of Kerr Gifford & Co. Inc. of Portland, Oregon. Kerr Gifford & Co. Inc. is the oldest independent grain firm on the Pacific Coast. It was founded in 1888 by Mr. Peter Kerr, who for many years was President of the company and who presently retains the position of Advisory Director. In January of 1950, Mr. Thomas Kerr, nephew of Mr. Peter Kerr, was appointed President of the company and its wholly-owned subsidiaries and has been working in that capacity ever since.

The company has branch offices at Vancouver, B.C., Seattle, San Francisco, Sacramento, Los Angeles, Kansas City, Winnipeg and New York, and operates terminal grain elevators at Victoria, Vancouver, Seattle, Portland, San Francisco, and Sacramento. It maintains country buying offices in the major grain marketing centers of Oregon, Washington, Idaho and California and owns country grain elevators and feed mills at several of these points.

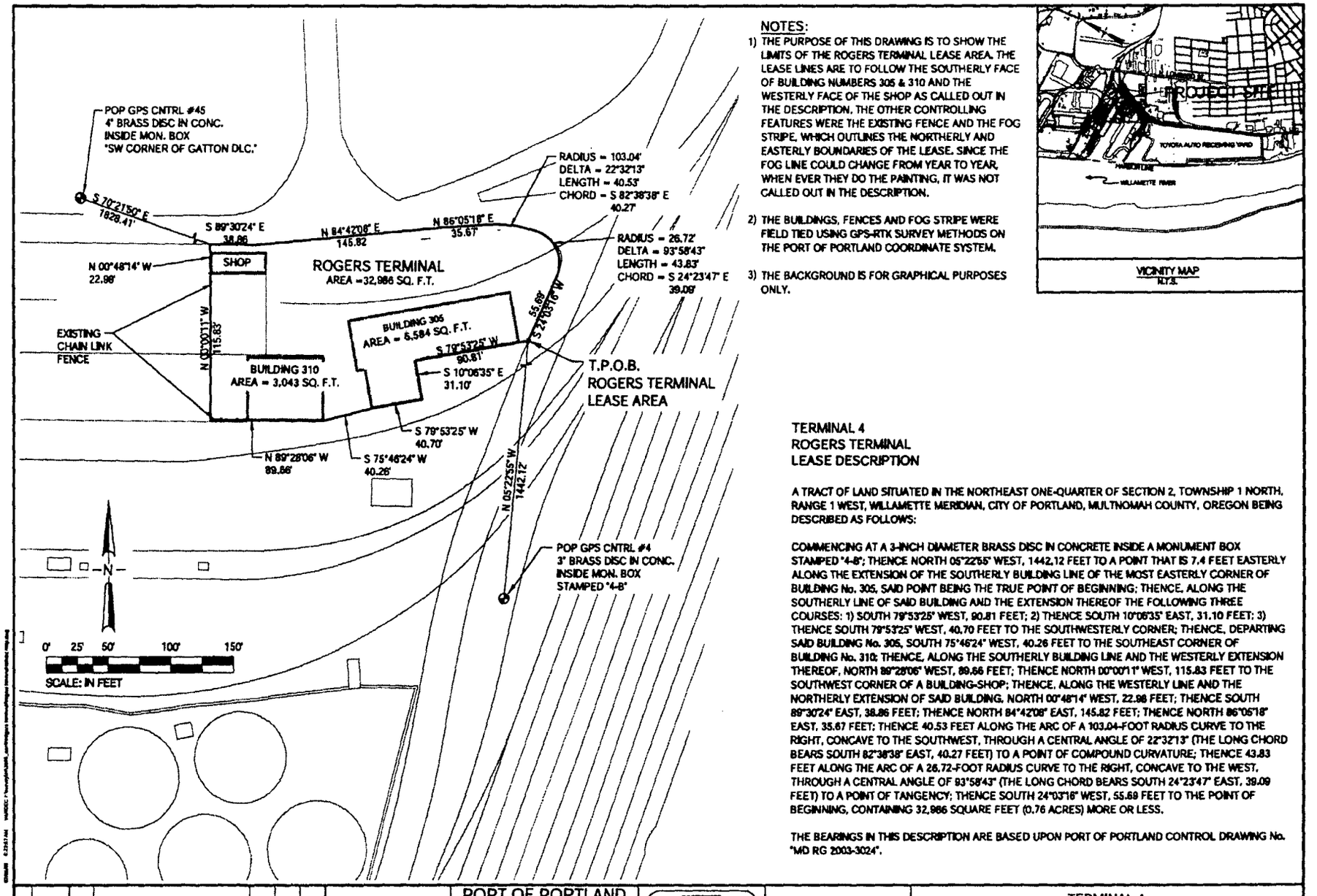
Mr. John H. MacMillan, Jr., has announced that there will be no changes in the organization or management of Kerr Gifford & Co. Inc., and that Mr. Thomas Kerr will continue as President and active head of the Kerr Gifford organization.

~~Address All Communications for T. J. TOTUSHEK, News Bulletin, Lake Office~~

FORM S50-89 *Address All Communications To:* JOHN C. SAVAGE, Personnel Dept., Mpls.

CARG003470

Rogers 0002.PDF



NOTES:

1) THE PURPOSE OF THIS DRAWING IS TO SHOW THE LIMITS OF THE ROGERS TERMINAL LEASE AREA. THE LEASE LINES ARE TO FOLLOW THE SOUTHERLY FACE OF BUILDING NUMBERS 305 & 310 AND THE WESTERLY FACE OF THE SHOP AS CALLED OUT IN THE DESCRIPTION. THE OTHER CONTROLLING FEATURES WERE THE EXISTING FENCE AND THE FOG STRIPE, WHICH OUTLINES THE NORTHERLY AND EASTERLY BOUNDARIES OF THE LEASE. SINCE THE FOG LINE COULD CHANGE FROM YEAR TO YEAR, WHEN EVER THEY DO THE PAINTING, IT WAS NOT CALLED OUT IN THE DESCRIPTION.

2) THE BUILDINGS, FENCES AND FOG STRIPE WERE FIELD TIED USING GPS-RTK SURVEY METHODS ON THE PORT OF PORTLAND COORDINATE SYSTEM.

3) THE BACKGROUND IS FOR GRAPHICAL PURPOSES ONLY.

VICINITY MAP
N.T.S.

TERMINAL 4
ROGERS TERMINAL
LEASE DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH DIAMETER BRASS DISC IN CONCRETE INSIDE A MONUMENT BOX STAMPED "4-B"; THENCE NORTH 05°22'55" WEST, 1442.12 FEET TO A POINT THAT IS 7.4 FEET EASTERLY ALONG THE EXTENSION OF THE SOUTHERLY BUILDING LINE OF THE MOST EASTERLY CORNER OF BUILDING No. 305, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID BUILDING AND THE EXTENSION THEREOF THE FOLLOWING THREE COURSES: 1) SOUTH 79°53'25" WEST, 90.81 FEET; 2) THENCE SOUTH 10°06'35" EAST, 31.10 FEET; 3) THENCE SOUTH 79°53'25" WEST, 40.70 FEET TO THE SOUTHWESTERLY CORNER; THENCE, DEPARTING SAID BUILDING No. 305, SOUTH 75°46'24" WEST, 40.26 FEET TO THE SOUTHEAST CORNER OF BUILDING No. 310; THENCE, ALONG THE SOUTHERLY BUILDING LINE AND THE WESTERLY EXTENSION THEREOF, NORTH 89°28'06" WEST, 89.66 FEET; THENCE NORTH 00°00'11" WEST, 115.83 FEET TO THE SOUTHWEST CORNER OF A BUILDING-SHOP; THENCE, ALONG THE WESTERLY LINE AND THE NORTHERLY EXTENSION OF SAID BUILDING, NORTH 00°48'14" WEST, 22.98 FEET; THENCE SOUTH 89°30'24" EAST, 38.86 FEET; THENCE NORTH 84°42'08" EAST, 145.82 FEET; THENCE NORTH 86°05'18" EAST, 35.67 FEET; THENCE 40.53 FEET ALONG THE ARC OF A 103.04-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 22°32'13" (THE LONG CHORD BEARS SOUTH 82°38'38" EAST, 40.27 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE 43.83 FEET ALONG THE ARC OF A 26.72-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE WEST, THROUGH A CENTRAL ANGLE OF 93°58'43" (THE LONG CHORD BEARS SOUTH 24°23'47" EAST, 39.09 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 24°03'16" WEST, 55.69 FEET TO THE POINT OF BEGINNING, CONTAINING 32,986 SQUARE FEET (0.76 ACRES) MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PORT OF PORTLAND CONTROL DRAWING No. "MD RG 2003-3024".

NO.	DATE	BY	REVISIONS	CK'D	APP'D

PORT OF PORTLAND
PORTLAND, OREGON

2005UGEN (DESIGN NUMBER) | 1067 (PROJECT NUMBER)

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 14, 1995
CHRISTOPHER VANDERWERF
2719
SIGNED:
EXP: 6/30/2006

DESIGNED BY
DRAWN BY C. VANDERWERF
CHECKED BY C. WILEY
DATE JULY 2006
SCALE 1" = 50'

TERMINAL 4

ROGERS TERMINAL
LEASE EXHIBIT MAP

SUBMITTED BY LORALI SINNEN (CONTRACTS ADMINISTRATOR)
TYPE EP
DRAWING NO. T4 2005 - 9 1/1 (SU-1)

CARG003472

Rogers 0004.PDF

********** LEASE DATA SHEET **********

Trx Id.: 728

Type: OFFICE Options: Purchase? N Renew? N

Division: ROGERS ROGERS TERMINAL, DIV OF CARGILL MARINE & TERMINAL

Location: PORTLAND OR

A-Z File No: Yearly Pymt: $0.00

Physical File No.: PORTLAND OR 504 . 017

Law Dept. File : (ROGERS) ROGERS TERMINAL & SHIPPING CORPORATION lease of office, parking & storage space from THE PORT OF

Lease No.: 89-151 Evergreen? Y

Lease Date: 12/13/1989 Expiration Date:

Lessor: THE PORT OF PORTLAND

Lessee: ROGERS TERMINAL AND SHIPPING

Renewal Date: Suspend Date:

Comments: Rogers agreed to invoke month to month holdover in lieu of exercising 3 year option to extend (T4 Gearlocker).

Added On: 02/21/1992 By: LMW Changed On: 03/19/1996 By: JV

1st Notice: 2nd Notice:

_____

Authorized Signature

Keep on Top

Rogers 0005.PDF

** TOTAL PAGE.002 **

PORTLAND, OR
504.17

ROGERS TERMINAL AND SHIPPING

A Division of
Cargill Marine & Terminal, Inc.
1650 N.W. Front Ave., Suite 180
Portland, OR 97209-2536
Phone: 503/221-7960
FAX: 503/221-7901

January 27, 1993

Fay Malloy, Tenent Relations
Port of Portland
Box 3529
Portland, OR 97208

Re: Lease for Gearlocker at Terminal 4

Dear Fay,

Under the provisions of Section 2.2 of our lease for parking, office, and warehouse space at Terminal 4, we are hereby exercising our option to renew the lease for a period of three years "on the same terms and conditions."

We understand that under the provisions of Section 3.3 an adjustment of the basic rent will have to be negotiated prior to June 15, 1993; therefore, our exercising this renewal option is conditional upon our agreement of "fair market rental value for the Premises...." Obviously, we could eliminate any unnecessary administrative hassle if we could negotiate sooner rather than later.

Thank you for your acknowledging receipt of this letter.

Regards,

K. C. Bacon
Manager, Loss Prevention and Claims

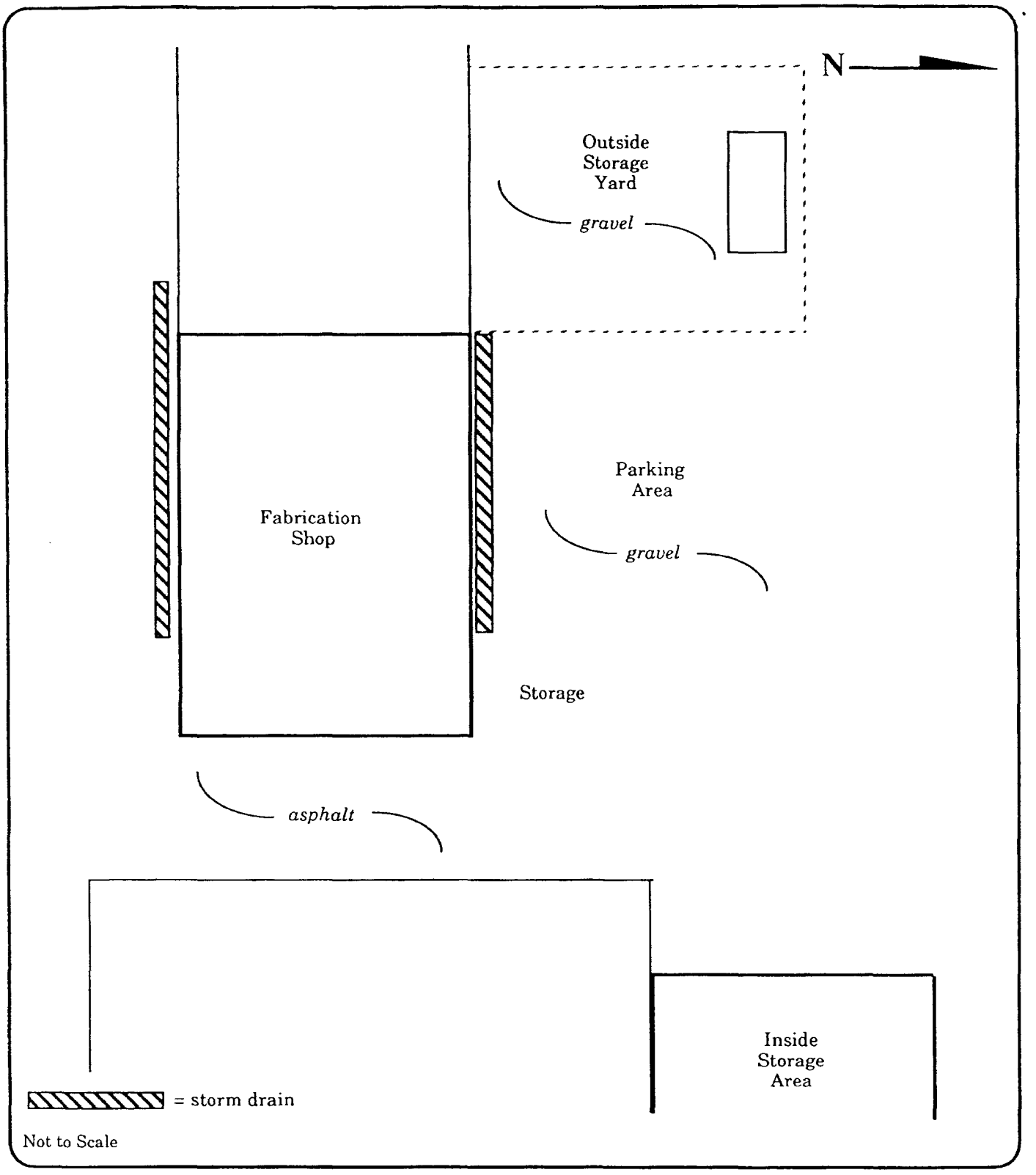
cc: Art Hayes, Rogers
Clint Odell, CCI/8
Laura Miller, Cargill/Law/24
Jean Johnson, Cargill/Law/24

C063
ROGERS
1-1-96

RCV BY:CARGILL INC. ; 1-26-93 ; 1:12PM ;221 7901 → LAW DEPT ;# 2

CARG003476

Rogers 0006.PDF



Project No. 1654	**HAHN & ASSOCIATES INCORPORATED**	**SITE MAP**	FIGURE
	ENVIRONMENTAL MANAGEMENT 434 N.W. 6TH AVE., SUITE 203 PORTLAND, OREGON 97209 503/796-0717	Storm Water Discharge Locations Rogers Terminal & Shipping Port of Portland, Terminal 4 Portland, Oregon	1
September 1991 GH			

CARG003478

Rogers 0007.PDF

LEASE OF IMPROVED SPACE

THIS LEASE, dated December 13, 1989, by and between THE PORT OF PORTLAND, a port district of the State of Oregon (hereinafter referred to as "Port"), and ROGERS TERMINAL AND SHIPPING, a division of CARGILL MARINE AND TERMINAL, INC., a corporation registered in the State of Delaware (hereinafter referred to as "Lessee").

ARTICLE I. - PREMISES

Section 1.1 - Description: The Port leases to the Lessee and the Lessee leases from the Port, on the terms and conditions stated below, the land, appurtenances thereto, and buildings consisting of approximately 7,932 square feet of building space (hereinafter "Building Space"), which more specifically consists of 7,526 square feet of warehouse space, approximately 406 square feet of office space, and approximately 23,732 square feet of outside area of which 13,034 square feet is defined as yard area for the purposes of this Lease (hereinafter "Yard Area"), all situated on approximately 31,664 square feet of Land located at Port of Portland Terminal Number 4, identified as "Parcel I" and "Parcel II" on Exhibit A, attached hereto, and made a part hereof, thereinafter referred to as "Premises."

Section 1.2 - Environmental Review: The Port and Lessee hereby acknowledge that an Environmental Review, prepared by Hahn and Associates, Inc. on October 30, 1989, a copy of which is attached hereto and made a

encl for ltr 12/13/89

CARG003480

Rogers 0011.PDF

F1-107 Purchase of stock of ROGERS TERMINAL AND SHIPPING CORPORATION (1949)

PERMANENT
FILE CLOSED
STORED

Box # 8 Date 6/16/64
By Celeste Moore

Box 2002/06025

F01-107
SINGLE FILE
00102210001

Box 2002/06025

CARG003482

Rogers 0014.PDF

ENVIRONMENTAL ACTIVITY REPORT

DATE: 12/28/89

DIVISION/SUBSIDIARY: MLPD

PLANT LOCATION/LOCALES (City, State, County): PORTLAND, OR.

TYPE OF ENVIRONMENTAL ACTIVITY

INSPECTIONS

DATE | TIME | NAME OF INSPECTING AGENCY | PURPOSE OF INSPECTION

☐ FEDERAL ☐ STATE ☐ COUNTY ☐ LOCAL

RESPONSE TO A COMPLAINT? ☐ NO ☐ YES → ☐ EMPLOYEE ☐ CITIZEN ☐ OTHER AGENCY

AREA TO BE INSPECTED | NAME OF EMPLOYEE ACCOMPANYING INSPECTOR

PICTURES REQUESTED/TAKEN ☐ YES ☐ NO

SPLIT SAMPLES ☐ YES ☐ NO

TYPES OF SAMPLES | TYPE OF ANALYSIS TO BE PERFORMED | LOCATION OF ANALYSIS

COMPLAINTS

DATE | TIME | TYPE OF COMPLAINT ☐ EMPLOYEE ☐ CITIZEN/COMMUNITY ☐ AGENCY | NAME OF AGENCY, IF KNOWN

NATURE OF COMPLAINT

ENFORCEMENT

☐ RECEIVED NOTICE OF VIOLATION ☐ RECEIVED NOTICE OF ADMINISTRATIVE ORDER ☐ RECEIVED COMPLIANCE ORDER ☒ RECEIVED SUMMONS AND COMPLAINT

ATTACH COPY TO NOTIFICATION FORM

SPILLS/RELEASES

DATE: 12/14/89 | TIME: 3:30PM | ☐ SPILL/RELEASE TO: ☐ AIR ☐ WATER ☒ SOIL ☐ POTW | NAME OF RECEIVING STREAM: CONCRETE

☒ UNREPORTED | EXPLAIN WHY: Spill contained to concrete area surrounding pump. All spilled molasses recovered and used.

☐ REPORTED | TO AGENCY | TIME REPORTED ☐ AM ☐ PM | DID AGENCY RESPOND? ☐ YES ☐ NO | TIME OF RESPONSE ☐ AM ☐ PM

LOCATION WHERE INCIDENT OCCURRED: 8" Worthington Pump Pad

LIST OF SUBSTANCES INVOLVED	ESTIMATED AMOUNT	LIST OF SUBSTANCES INVOLVED	ESTIMATED AMOUNT
79.5 Brix Cane Mol	6000/LBS		

LIST OF CARGILL EMPLOYEES INVOLVED: Jack Holm

LIST OF OUTSIDE PEOPLE INVOLVED (NON-CARGILL):

COMPLETED BY	DATE COMPLETED	REVIEWED BY	DATE REVIEWED
Jack Holm	12/28/89		

FORM CS-40 *DISTRIBUTION:* ORIGINAL TO CORPORATE ENVIRONMENTAL OFFICE, COPY TO DIVISION OPERATIONS, COPY TO PLANT

INSTRUCTIONS:

An Environmental Activity Report must be completed by all facilities and submitted to the Cargill Corporate Environmental Office within twenty-four (24) hours of any of the following occurrences:

1. **Notification of inspections**
2. **Notification of complaint**
3. **Results of inspection or enforcement**
4. **Spills/releases**

An Incident Investigation Report (reverse side of Environmental Activity Report) must be completed in the event of any type of release to the environment that may be reportable to any Local, State or Federal Governmental Agency, or when the reportable release results in personal injury or property damage. The Incident Investigation Report must be sumitted to your division operations management and the Corporate Environmental Office.

Provide copies of completed report(s) to:
Corporate Environmental Office
Division Operations

INCIDENT INVESTIGATION REPORT

☐ EMPLOYEE INJURY	XX PROPERTY DAMAGE	XX ENVIRONMENTAL	LOCATION CODE
DIVISION/SUBSIDIARY	PLANT LOCATION (City/State)		LOCATION OF INCIDENT
MLPD	Portland, Or.		8" Molasses Transfer Pump
OCCUPATION OF INJURED WORKER	TIME OF INCIDENT	DATE OF INCIDENT	DATE INCIDENT (MDT.S.)

Rogers 0015.PDF

Portland

LEASE AGREEMENT

THIS LEASE, made this 1st day of September, 1989, between Time Oil Co., a Washington corporation, hereinafter referred to as Lessor, and Cargill, Inc., a ~~Minnesota~~ Delaware corporation, hereinafter referred to as Lessee.

WITNESSETH:

1. The Lessor does hereby Lease to Lessee, and Lessee does hereby Lease from Lessor, those certain facilities listed below, as the same are situated on Lessor's premises at 12005 North Burgard Street, Portland, Oregon and more particularly described and as more particularly outlined in red on the attached "Exhibit A".

Tank #80009	OFFICE	TRANSFER PUMP
Tank #12001	LOADING RACK	RAIL SIDING
Tank #12002	1(one) 8" line	
Tank #12003	1(one) 10" line	
Tank #12004	Tank #1506	
Tank #12005	Tank #1507	

Lessee and Lessor understand and agree that in conjunction herewith, Lessee will make, or will have made by agents of Lessee acceptable to Lessor, certain new improvements at and to the leased premises which improvements shall be essentially to put the truck loading rack in order, to install rail car loading facilities and piping to rail spur and rail car loading facilities, and to install the pump, including concrete base for same. Such improvements shall be made and maintained at Lessee's sole cost and expense, shall become part of the leased premises, and at the termination hereof shall revert to the the Lessor with the balance of the leased premises. All such improvements shall be in accordance with plans submitted in advance to and approved by Lessor. Lessor's approval of such plans and improvements shall not be unreasonably withheld.

TERM:

2. The term of this lease shall be for 1 Year commencing on the First day of November, 1989, or on the first docking of Lessee's vessel at Lessor's dock, whichever occurs first. Lessee will return Tank 80009 to Lessor at the end of the 6th month.

RENT:

3. Lessee covenants and agrees to pay the Lessor as rental for said premises, a monthly rental of Seventeen Thousand Nine Hundred Sixteen Hundred and 67/100 ($17,916.67) Dollars in lawful money of the United State in advance on the 1st day of each calendar month of the lease term, to Lessor at Seattle, Washington or to such other party or at such other place as the Lessor may hereafter designate. The rent quoted is exclusive of any sales, franchise, excise tax, business or occupation or other taxes based on these rental payments (exclusive of any tax measured by Lessor's net income), and should any such taxes apply, or be enacted during the life of this lease, the rent shall be increased by such amount. If tank 80009 is not returned per Paragraph 2, above, rent will increase by $12,000 dollars per month until it is returned or until termination of the lease, whichever occurs first. (Return of said tank shall include Lessee's cleaning of the tank and Lessee's return of the 10" line for use by Lessor, or the provision by Lessee of alternate piping access reasonably acceptable to Lessor to enable Lessor's separate use of the returned tank.)

PAYMENT AND INTEREST FEE:

4. Lessee agrees that monthly rentals not paid in accordance with paragraph 3 shall be subject to a 1 1/2% per month interest charge. This monthly 1 1/2% charge is an interest fee and is not a remedy or an item of liquidated damages. All rental payments hereunder shall be made to Lessor at its office at P.O. Box 24447, Terminal Annex, Seattle, Washington 98124 or at such other place or places as lessor may notify Lessee in writing.

INSPECTION:

5. Lessee warrants that he has examined and inspected the leased premises, pipelines and equipment and the dock facilities, and that Lessee is

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fully aware of the limitations and condition thereof, and has independently concluded that said premises and facilities are acceptable to Lessee in their present condition. Lessee or appointed agent will inspect the tanks and pipeline prior to the commencement date to determine cleanliness and provide written acceptance. Lessee further warrants and represents that Lessee shall be the sole legal and beneficial owner of all products at any time delivered by Lessee to the leased premises, and that all such products shall be free from all liens and encumbrances of any nature whatsoever until such products are removed from the leased premises.

USE OF FACILITIES:

6.1 Lessee shall have the right to use and operate the equipment, docks, valves, piping and other facilities located on or in the vicinity of the leased premises as Lessee may deem necessary in connection with Lessee's use of and access to the leased premises, subject to such reasonable limitations as Lessor may reasonably impose in order to coordinate use of the facilities shared by Lessor and Lessee. Lessee may exercise this right to use and operate through its own employees or through independent agent of its choosing subject to the approval of Lessor, which approval will not be unreasonably withheld.

6.2 Lessor shall make a berth and dock available at the terminal on a non-exclusive first-come, first-served basis for loading and unloading of vessels up to 750 feet in length, with a draft of no more than 35 feet. Vessel arrivals shall be coordinated by Lessee with Lessor's Terminal Manager. If more than one vessel requires the use of a particular berth during the same period, priority shall be given to the first user to arrive at the dock space unless exigent circumstances require otherwise. Lessor shall not be liable for delays in berthing, loading or unloading vessels.

6.3 Cargoes from tankers and barges shall be received at the rate tendered by the vessel's pumps at a pressure of 50 to 125 lbs. p.s.i. at the flange connecting shorelines to the vessel.

6.4 Lessee shall give Lessor at least 5 days written notice prior to the expected date of the arrival of any vessel or pipeline tender to be tendered by the Lessee for loading or unloading, shall keep Lessor advised of the progress thereof until arrival, and shall notify Lessor at least 24 hours in advance of the exact time of arrival of the vessel or pipeline tender.

6.5 Lessee asserts no claim for the use of Lessor's facilities outside the leased premises except as expressly provided in this Paragraph 6. Lessee will use the dock facilities as hereinabove provided only for loading or unloading product into the leased premises and will not utilize said dock or rail siding before or beyond the period reasonably required for actual loading or unloading.

6.6 While on Lessor's terminal premises, Lessee shall comply at all times with any and all reasonable rules established by Lessor and with all governmental statutes, ordinances, rules, regulations, orders or requirements concerning air quality, water quality, or waste standards or controls imposed on or relating to the operation and use of terminal facilities.

ACCIDENTS AND RISKS:

7. Except as is set forth herein, all personal property on said leased premises shall be at the risk of Lessee. Lessor shall not be liable for any loss or damage of any nature or cause whatosever, other than as is caused by the negligence of Lessor, Lessor's agent and/or Lessor's employee's.

INSURANCE:

8.1 Lessee shall obtain and maintain during the entire term of this Lease at Lessee's sole cost and expense, public liability insurance against claims for personal injury and bodily injury, or death resulting therefrom, and for all property damage, within and without the leased premises, directly or indirectly arising from, or attributable to, the conduct of the Lessee's

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business (or other activities) at or from the leased premises. The limit of liability of such insurance shall be:

$1,000,000 each occurrence

Public Liability policy shall name as additional insured:

Time Oil Co. and Northwest Terminal Co.

8.2 Lessee shall obtain and maintain during the entire term of this Lease at Lessee's sole cost and expense, workers' compensation and employers' liability insurance against claims for injury, occupational disease, or death resulting therefrom, sustained by an employee(s) in the course of employment by the Lessee. The limit of liability with respect to employers' liability shall be:

$100,000 each accident - bodily injury by accident

$100,000 each employee - bodily injury by disease

$500,000 aggregate - bodily injury by disease

8.3 All such insurances shall be cancellable only after ten (10) days' written notice to Lessor. Lessee will deliver to Lessor certificates of insurance evidencing the existence of such insurances. Without waiving any right or voiding any requirement hereunder, Lessor reserves the right to reject any insurance policy procured by Lessee otherwise in compliance herewith, which policy, at Lessor's sole option, is deemed not acceptable to Lessor.

8.4 Other than as required above, insurance, if any be desired by Lessee, shall be carried by Lessee at his own expense.

INDEMNIFICATION:

9. Lessee shall be responsible for and agrees to indemnify Lessor, its agents, employees, subsidiaries and related entities and hold the same harmless from and against any loss, liability, claim or damage, including attorneys' fees and costs of defense, attributable or alleged to have been attributable, directly or indirectly, to the Lessee's use or occupancy of the leased premises, or to the business or activities conducted therefrom by or on behalf of the Lessee, the Lessee's agents, employees, licensees or invitees, unless said liability, claim or damage is attributable to the negligence of the Lessor, its agents, employees, subsidiaries or related entities. The parties acknowledge that the products molasses and lignon liquor stored and/or handled on the leased premises by Lessee are substances that, if released or improperly handled, can result in environmental damage and liability for damages and remedial actions under federal, state and local laws and regulations. It is intended that this liability is included within the scope of this hold harmless. Each party shall be and remain liable for its own negligent acts and ommissions, and for those of its employees and agents.

CARE OF PREMISES:

10. The Lessor shall not be called upon to make any improvements of any kind upon said premises, except that Lessor will provide normal maintainance and repair to the plant facilities provided for and used in conjunction with this lease, and said premises shall at all times be kept and used in accordance with the laws and ordinances of the appropriate state, county, or city and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer thereof, at the sole cost and expense of said Lessee; and the Lessee will permit no waste, damage or injury to the premises. The Lessee hereby waives any right to make repairs at the Lessor's expense.

ASSIGNMENT:

11. This lease shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. However, Lessee shall not assign this lease or any part thereof and shall not let or sublet the whole or any portion of the premises without the prior written consent of

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Lessor or Lessor's agent. This lease shall not be assignable by operation of law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings in regard to the Lessee or in any other manner. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. If consent is once given by the Lessor to the assignment of this lease, or any interest therein, this shall not constitute consent to future assignments and Lessor shall not be barred from afterwards refusing to consent to any further assignment. Any transfer, assignment or sublease made in violation of this paragraph shall be null and void and of no force or effect whatsoever.

ACCESS:

12. Lessee will allow Lessor or Lessor's agent free access at all reasonable times to said premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make repairs, additions or alterations. When reasonably necessary, Lessor may temporarily close entrances, doors, corridors or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or as relieving the Lessee from the duty of observing and performing any of the provisions of this lease. Lessor will use good faith efforts to minimize the number and duration of any closures, and will attempt to mitigate the impacts of same upon Lessee to the degree reasonably possible and available, including but not necessarily limited to the following: advance notice,scheduling and provision of subsitute facilities.

POSSESSION AND USE:

13. Upon execution of lease Lessee shall have 15 days to charter a vessel. During this 15 days Lessee shall have the right to cancel the lease by providing written notice to Lessor, should Lessee, after exercising due diligence be unable to charter a suitable vessel. Within 60 days after expiration or waiver of the above contingency, Lessor agrees to provide Lessee with the tanks and facilities indentified in the Schedule to Lease. All tanks and lines shall be cleaned and serviceable. The pump shall be provided to Lessee for installation by Lessee at Lessee's sole cost and expense.

In the event of the inability of Lessor to so deliver to Lessee timely possession of the tanks and facilities, or any portion thereof, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby except as specified herein, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Lessee shall not be liable for any rent of unused tanks or facilities until such time as Lessor can deliver possession of same.

In the event of Lessor's failure to deliver 10" line Lessor's liability for same shall consist of and be limited to a $5,000.00 reduction in the monthly rental, not to exceed a total reduction of $60,000.00.

If the Lessee shall take possession of the premises prior to the commencement date of this lease, Lessor and Lessee agree to be bound by all of the provisions and obligations hereunder during such prior period, including payment of rental the rate specified in Paragraph 3.

Lessee and Lessor understand that docking of vessels is on a first come first served basis, and Lessor shall not be liable for damages hereunder for docking delays occasioned thereby.

DAMAGE OR DESTRUCTION:

14. In the event the premises or related facilities are damaged to such an extent as to render the same untenantable in whole or in substantial part, or are destroyed, Lessee shall have the option to declare this lease terminated by serving written notice upon Lessor or Lessor's agent, if Lessor can not or does not elect to repair or rebuild the same and if Lessor does not complete such repair or rebuilding within 60 days after written notice from Lessee. After the happening of any such event of damage or destruction, the

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Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than 60 days after date of such notification to notify the Lessee in writing of Lessor's intentions to repair or rebuild said premises or facilities, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild them, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period of untenantability the rent of said premises shall be abated in the same ratio that the portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. The provisions of this paragraph authorising the Lessee to terminate this agreement do not apply to circumstances of damage or destruction on which are the fault of Lessee or which are solely to the improvements made by Lesee.

DEFAULT:

15.1 Should Lessee default at any time in the prompt payment of any of the monies due hereunder, or in the prompt performance and observance of any of the terms, or conditions of this Lease Agreement, and should any such default, not relating to the payment of money, continue for thirty (30) days or more after written notice thereof by Lessor to Lessee, or should Lessee go into bankruptcy voluntary or involuntary, or be placed in the hands of a receiver, State or Federal, then, and in any such event, Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, using such force as may be required, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the premises at a lesser rental than herein agreed to. The remedies of Lessor herein provided for shall not be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor, at law or in equity.

15.2 The failure by Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Lessee at any time designated, shall not be a waiver of any such default or right to which Lessor is entitled, not shall it in any way affect the right of Lessor to enforce such provisions thereafter.

REMOVAL OF PROPERTY:

16. In the event of any entry in, or taking possession of, the leased premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of premises or removing and storing the property of Lessee as provided in this lease, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry.

CONDEMNATION OR TERMINATION DUE TO GOVERNMENT REGULATION:

17. Lessor is not aware of any fact, claim or proceeding which could lead to interuption of the lease. However if the whole or a part of the premises, or if such portion of the facilities in which the premises are located as may be required for the reasonable use of the premises, shall be taken by virtue of any condemnation or eminent domain proceeding, or if any governmental agency should prohibit use of the same for the purposes intended by the parties hereto, this lease shall automatically terminate as of the effective date of such condemnation, or prohibition or as of the date of possession is taken by the condemning authority, whichever is earlier. Current rent shall be apportioned as of the date of such termination. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof, provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award to Lessee, for the interruption of or damage to Lessee's business or for Lessee's moving expenses.

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MODIFICATION DUE TO GOVERNMENT REGULATION:

18. Lessor currently holds permits and authority to operate terminal for the storage of petroleum products, should the County or City, in which the leased premises are located, or any other Governmental entity, local or federal, require the modification of existing improvements or the construction of additional improvements on the premises or related facilities due to the storage and handling of the particular products or type of products stored by Lessee , the cost of such improvements or modifications shall be born by Lessee and the improvements or modifications shall revert to Lessor upon the termination of this Lease. Lessee shall have 15 days after it receives notice of such government requirements to agree to make the necessary modifications or improvements. If Lessee does not so agree, Lessor shall have the option to make the modifications or improvements, exerciseable by giving Lessee notice of its intent to do so or to terminate this lease by giving Lessee notice of termination.

PRODUCTS STORED:

19.1 Lessee shall not use the premises leased hereunder for the storage and handling of (a) any product containing hydrogen sulphide or other corrosive materials, (b) any product which in any way would be injurious to any of the leased premises or other facilities, or (c) any product which would render any of these facilities unfit, after cold water rinse cleaning, for the proper storage and/or handling of water white oils. Lessee shall at its sole cost and expense be responsible for any cleaning or the repair of damages resulting from the storage and/or handling in any of these facilities of any product, which may not be stored and/or handled therein under the terms hereof.

19.2 Lessor understands that Lessee will use the leased premises for the storage of Molasses-Lignon Liquor-Water

DUTIES ON TERMINATION:

20.1 Lessee agrees promptly upon expiration or termination of this lease to remove all of its material, either bulk or packaged, from the leased premises. Lessee or Lessee's agent will clean all tanks pipelines and related All such material not removed at the expiration or termination of this agreement shall at Lessor's option become the property of Lessor, and Lessor may dispose of such material for its own account.

20.2 Lessee shall be responsible for any and all costs incurred by Lessor at the expiration or termination of the term hereof in removal and disposal of material and cleaning the leased premises and the related facilities provided for hereunder, sufficient to put the leased premises and facilities back into clean petroleum service. Lessee shall pay Lessor immediately after presentation to Lessee of invoice for all such cleaning costs. Cost for cleaning the leased premises and related facilities shall include, but not be limited to costs related to supplies, permits, use of equipment, labor and supervision. Monthly rentals hereunder shall continue on all uncleaned tanks and all cleaned tanks to which Lessor has no piping access and shall continue until such cleaning, removal and piping is accomplished.

LABOR DISPUTE:

21. In the event of a labor dispute between the Lessee and Lessee's employees or any other third party and such labor dispute impacts or impairs the functioning and operations of Lessor's facilities, the Lessor has the right to immediately terminate this Agreement. Once the Agreement is terminated and notice is sent to the Lessee, Lessee has thirty (30) days to remove its product from Lessor's facilities from receipt of notice.

FORCE MAJEURE:

22 Neither party shall be liable for delay or any nonperformance hereunder when any of the foregoing is caused in whole or in part, by an act of God or public enemy, or by labor troubles, strikes, lockouts, nonavailablity of labor, riots, fire, war, storms, explosions, breakddowns of machinery, railroad embargoes or interventions, failure or delay of manufactures or of persons from whom parties are obtaining machinery, equipment, or supplies to deliver the same, or other causes beyond its control, whether such causes be the causes herein specifically provided for on not, and whether the cause is or is not existing on the date of this lease.

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WAIVER OF DEFAULTS:

23. The failure by Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Lessee at any time designated, shall not be a waiver of any such default or right to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.

DAMAGES:

24. In consideration of the monthly rental rates set forth herein (it being recognized that higher rental would be made but for the limitation of liability set forth in this paragraph) it is understood and agreed that Lessor shall in no event be liable for more than actual cash value or $90.00 per short ton, whichever is less, for any product loss or damage. Lessor shall not be liable to Lessee or its customers for special or consequential damages, no matter how such loss or damage shall have occurred or been caused. Except as provided in this paragraph, nothing in this Lease shall limit the liability of Lessor to third parties for Lessor's negligence or willful misconduct. The damage limits specified herein and in Paragraph 7 of the Service Agreement shall not be stacked or otherwise interpreted so as to increase any total recovery over either specified limit for any particular amount of product.

COMMON USE OF PIPELINES:

25. Lessee understands that Lessee's possession and use of the 10" and 8" lines are on a non-exclusive basis. Lessor may use the pipelines running to and from the leased premises which are common multi-product clean lines that connect Lessor's tanks to the dock for clean petroleum and chemical products not belonging to Lessee. Lessee hereby approves such usage. Provided if such lines are used for product not belonging to Lessee, Lessor will clean the lines at its sole expense to return the same to the same condition of cleanliness and serviceability as they were in prior to such use.

COMPLETE AGREEMENT:

26. This Lease Agreement is complete and contains all warranties and representations which form the basis of this Lease Agreement. There exist no other representations or warranties unless they are enumerated herein. No amendment or modification of this Lease Agreement shall be effective or binding unless such modification is in a written form signed by both parties hereto.

INDEPENDENCE OF CLAUSES:

27. Each numbered paragraph or clause herein to this Lease Agreement stands on its own and if any numbered paragraph or clause is held to be invalid or unenforceable, such clause shall be held separated and severable from this Lease Agreement and the remaining Lease Agreement shall remain in full force and effect.

NOTICES:

28. All notices from one party to the other shall be directed to the appropriate address below or such other address or addresses as either party shall notify the other in writing:

LESSOR: P.O. Box 24447, Terminal Annex
Seattle, Washington 98124

LESSEE: Department 48, P. O. Box 9300
Minneapolis, Minnesota 55440

OTHER CHARGES:

29. All tolls, charges and taxes for pipelines, wharfage and dock services and all utility charges for the leased premises shall be for the account of Lessee.

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SERVICE AGREEMENT:

30. This Lease is made in conjection with the Service Agreement of the same date. Compliance with the terms and conditions of said Service Agreement is of material significance to this Lease. Failure of Lessee to perform under said Service Agreement shall constitute a default hereunder.

IN WITNESS WHEREOF, this Agreement has been made and executed by the parties hereto as of the day, month and year first hereinabove written.

LESSOR: TIME OIL CO.

_____

its _____

LESSEE: CARGILL, INC.

_____

its _____

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SCHEDULE TO LEASE
DATED September 1, 1989

TERMINAL:	BELL TERMINAL PORTLAND, OR
LESSOR:	TIME OIL CO.
LESSEE:	CARGILL, INC.
COMMODITY TO BE STORED IN TANKS:	MOLASSES LIGNON LIQUOR-WATER
COMMODITY HANDLED ON SITE:	SAME
TERM:	TERM 1 YEAR. LESSEE WILL RETURN TANK 80009 AT THE END OF THE SIXTH MONTH. LESSEE TO RETURN THE 10" LINE FOR LESSOR'S USE, OR LESSEE TO PROVIDE PIPING ACCESS TO TANK 80009 RETURNED TO LESSOR

IDENTIFICATION OF TANKS AND FACILITIES:

Tank	#80010	OFFICE
Tank	#12001	LOADING RACK
Tank	#12002	1(one) 8" line
Tank	#12003	1(one) 10" line
Tank	#12004	Tank #1506
Tank	#12005	Tank #1507
		Rail siding
		Transfer pump

MONTHLY SERVICE FEE: $17,916.67 per month

ADDITIONAL CHARGES: LESSEE WILL BE RESPONSIBLE FOR THE COST OF ALL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CONNECTION TO THE RAIL LOADING RACK, TRUCK LOADING RACK, TANK PIPING AND OTHER ITEMS THAT LESSEE DEEMS NECESSARY FOR THE PROPER HANDLING OF THEIR PROCUCTS.

DOCK AND WHARFAGE PER SCHEDULE PUBLISHED BY PORTLAND DOCK AND WHARFAGE CO. FOR THE ACCOUNT OF LESSEE

SPECIAL PROVISIONS: LESSEE SHALL NOT FILL STORAGE TANKS IN EXCESS OF TON CAPACITY OF TANK SHELL, (DESIGN SPECIFIC GRAVITY = 1.0).

PRODUCT SHALL BE DELIVERED INTO FACILITIES BY VESSEL.

PRODUCT TO BE REMOVED FROM FACILITIES BY TRUCK, RAIL, OR VESSEL.

LESSEE SHALL BEAR THE COST OF HEATING THE TANKS OR OTHER SPECIAL HANDLING PROBLEMS CAUSED BY THE NECESSITY OF MAINTAINING PRODUCT TEMPERATURE,OR OTHER CONDITIONS THAT LESSEE MAY DEEM NECESSARY.

UPON TERMINATION OF THIS LEASE, IF LESSEE IS NOT IN DEFAULT, LESSEE SHALL BE ALLOWED TO REMOVE CERTAIN EQUIPMENT INSTALLED BY LESSEE ON THE LEASED PREMISES THAT ARE NOT PERMANENTLY FIXED AND MOUNTED.

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SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 1989, by and between Time Oil Co., (hereinafter referred to as "Operator"), a corporation incorporated and existing under the laws of the State of Washington and Cargill, Inc., (hereinafter referred to as "Customer"), a corporation organized and existing under the laws of the State of Minnesota.

WHEREAS, Customer is leasing certain facilities located at 12005 North Burgard Street at Portland, Oregon and which facilities Customer intends to use for the storage of certain liquid products (a copy of the Lease Agreement covering those premises is attached hereto as Attachment 1), and

WHEREAS, there are certain functions and activities that Customer will be performing on and around those leased premises in order to receive, gauge, transfer and remove products from Customer's leased premises, and

WHEREAS, Customer desires to engage Operator to perform certain of those functions and activities on behalf of Customer in the manner and for the fees set forth below.

Therefore in consideration of the mutual agreements contained herein, the parties agree as follows:

1. TERM: The term of this Agreement shall run concurrently with the Lease Agreement entered into between the parties and referred to above.

2. SERVICES PROVIDED: Subject to the terms and conditions herein, Operator agrees to provide all labor and equipment necessary to receive the products specified in an attached schedule or as otherwise designated by Customer in writing into Customer's leased premises and to remove them from said leased premises for delivery as Customer may require or as is further described below. Provided that Operator will not be obligated to provide equipment for receipt or delivery of products if said equipment is not already in place in the vicinity of the above referenced leased premises.

2.1 All services hereunder shall be provided as follows:

(a) Vessel loading and unloading shall be handled on a 24 hour basis but shall be limited to the actual hours necessary to dock and load or unload a vessel at its normal loading rate. If employees of Operator stand by due to periods of time when a vessel is not engaged in loading operations either because the vessel is late in arriving at its berth or because it is prevented from loading or unloading at its normal rate due to causes beyond Operator's control, such time shall not be covered by the monthly rental fee, and charges for this time shall be made according to the provisions for excess hours as set forth in section 2.3 below.

(b) There shall be no intra-terminal tank transfers, and/or blending services performed by Operator unless such activity is specifically provided for in an attached schedule.

2.2 Except as noted herein or in an attached schedule the services described in paragraph 2.1 shall be included in the monthly lease fee set forth in the Lease.

2.3 Should Customer require services and Operator be able to provide same at other than the hours provided above, Customer agrees to pay to Operator, in addition to the monthly service fee; 1) a labor charge, which shall be $20.94 per hour for normal working hours and $29.40 per hour for overtime hours for each such man hour worked by employees of Operator, and 2) an overhead charge calculated at 10% of the labor charge. In the event that Operator's actual labor costs, increase during the term of this contract, Operator shall have the right to adjust the above labor charge to cover those costs upon notice to Customer. The term "actual labor costs" as used in this paragraph shall

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include wages, overtime, contributions to Social Security, Unemployment and Workmen's Compensation, and employee benefits.

3. ACCOUNTING FOR PRODUCT: The quantity of product received into or withdrawn from storage tanks shall be determined by Operator's representatives, or at Operator's election, a licensed inspector, by checking and gauging said tanks at the time of receipt or withdrawal of said product, but not more often than once per day.

3.1 If requested by Customer, Operator will take samples from ships, barges, rail tank cars, automotive tank trucks and storage tanks and make such samples available to Customer at Operator's facilities hereunder. The cost of containers for such samples and all other expenses suffered by Operator in connection with the taking and delivery of samples, shall be paid to Operator by Customer each month upon receipt of invoice from Operator. Samples shall be taken in accordance with reasonable procedures specified by Customer.

3.2 All quantities of product delivered to or shipped from the terminal shall be calculated in gallons at sixty degrees fahrenheit (60°) in accordance with recognized temperature correction tables. The term "barrel" whenever used herein, means 42 U.S. gallons at sixty degrees fahrenheit.

4. PAYMENT AND INTEREST FEE: Customer agrees that service fees not paid when due and other fees and charges not paid within 30 days after presentation of Operator's invoice shall be subject to 1 1/2% monthly interest charge on the outstanding invoice balance. This monthly 1 1/2% charge is an interest fee and is not a remedy or an item of liquidated damages. All payments hereunder shall be made to Operator at its office at P.O. Box 24447, Terminal Annex, Seattle, Washington or at such other place or places as Operator may notify Customer in writing.

5. LOSSES: Operator shall not be liable for any delay or nonperformance hereunder or for evaporation, shrinkage, line loss, clingage, discoloration, contamination, bacterial action damage to or destruction of any property of Customer, or damage to, or destruction of the harbor or any of the equipment referred to herein when any of the foregoing is caused in whole or in part, by any act of God or public enemy, or by labor troubles, strikes, lockouts, nonavailability of labor, riots, fires, war, storms, explosions, breakdowns or machinery, railroad embargoes or interventions, failure or delay of manufacturers or of persons from whom Operator is obtaining machinery, equipment, materials or supplies to deliver the same, or other causes beyond its control, whether such other causes be the causes herein specifically provided for or not, and whether the cause is or is not existing on the date of this Agreement. Operator shall not, in any event, be liable for loss of or damage to Customer's property, except and only when caused by Operator's failure to use reasonable care in the safekeeping and handling of Customer's property and further provided that claim is made in writing within 30 days after receipt of actual or constructive notice of any such loss or damages. It is mutually understood that the Operator is not responsible for any changes in the quality of the product stored which might occur in storage due to the possible effect of air, light, temperature or other natural or chemical happenings.

6. DEFAULT: Should Customer default at any time in the prompt payment of any of the monies due hereunder, or in the prompt performance and observance of any of the terms, or conditions of this Service Agreement, and should any such default, not relating to the payment of money, continue for thirty (30) days or more after written notice thereof by Operator to Customer, or should Customer go into bankruptcy voluntary or involuntary, or be placed in the hands of a receiver, State or Federal, then, and in any such event, Operator shall have the right, at its option, to terminate this Agreement. The remedies of Operator herein provided for shall not be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor, at law or in equity.

6.1 The failure by Operator at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Customer at any time designated, shall not be a waiver of any such default or right to which Operator is entitled, nor shall it in any way affect the right of Operator to enforce such provisions thereafter.

7. DAMAGES: In consideration of the rates for monthly fees and other charges set forth herein (it being recognized that higher charges would be

CARG003497

made but for the limitation of liability set forth in this paragraph) it is understood and agreed that Operator shall in no event be liable for more than actual cash value or $90.00 per short ton, whichever is less, for any product loss or damage. Operator shall not be liable to Lessee or its customers for special or consequential damages, no matter how such loss or damage shall have occurred or been caused. Except as provided in this paragraph 7, nothing in this Agreement shall limit the liability of Operator to third parties for Operator's negligence or willful misconduct. The damage limits specified herein and Paragraph 24 of the Lease shall not be stacked or otherwise interpreted so as to increase any total recovery over either specified limits of any particular amount of product.

8. ASSIGNMENT: This Service Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto; provided however, that Customer shall not transfer or assign this Agreement, in whole or part, without the prior written consent of Operator, and any such transfer or assignment made in violation of this paragraph shall be null and void and of no force or effect whatsoever.

9. COMPLETE AGREEMENT: This Service Agreement is complete and contains all warranties and representations which form the basis of this Agreement. There exist no other representations or warranties unless they are enumerated herein. No amendment or modification of this Agreement shall be effective or binding unless such modification is in a written form signed by both parties hereto.

10. INDEPENDENT CLAUSES: Each numbered paragraph or clause herein to this Agreement stands on its own and if any numbered paragraph or clause is held to be inlaid or unenforceable, such clause shall be held separated and severable from this Agreement and the remaining Agreement shall remain in full force and effect.

11. CONFLICTS: If a conflict arises between the specific meaning or application of a term, clause or paragraph of the Agreement language and the accompanying schedules; the language and specific meaning of the accompanying schedules shall control and be followed.

12. NOTICES: All notices from one party to the other shall be directed to the appropriate address below or such other address or addresses as either party shall notify the other in writing:

OPERATOR: P.O. Box 24447, Terminal Annex
Seattle, Washington 98124

CUSTOMER: Department 48, P. O. Box 9300
Minneapolis, Minnesota 55440

13. DOCK AND WHARFAGE: The dock and wharfage fees shall be as posted by Portland Dock & Wharfage Co. from time to time, and Customer shall be billed directly for such fees.

IN WITNESS WHEREOF, this Agreement has been made and executed by the parties hereto as of the day, month and year first hereinabove written.

OPERATOR: TIME OIL CO.

Its _____

CUSTOMER: CARGILL, INC.

Its _____

CARG003498

ROGERS

MONTH-TO-MONTH LEASE

MONTH-TO-MONTH LEASE

THIS LEASE, dated June 3, 1983, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and Rogers Terminal and Shipping Corporation, hereinafter referred to as Lessee,

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: That portion of Terminal 4 as described herein:

(1) Two (2) stall parking area on right hand side from main entrance to Pier 1, Berth 405. Area: 36' x 15'.

(2) Lunchroom at Pier 1, Berth 405, to be converted into office; next to the two (2) stall parking area. Area 15' x 15'.

(3) First locker on right hand side of main entrance to Pier 1, Berth 405. Area: 40' x 60'.

Section 1.02 - Use of Premises: Lessee may use the premises only for the following purpose: Offices and storage of company-owned or leased stevedore equipment. Storage of fuel is prohibited.

CARG003500

ARTICLE II - TERM

The term of this Lease shall commence on July 1, 1983, and continue month to month until terminated by either party upon thirty (30) days written notice.

ARTICLE III - RENTAL

Lessee shall pay to Port as rent the sum of One Hundred and Fifty Dollars ($150) per month. Rent shall be payable on the tenth (10th) day of each month in advance.

This rental rate will be valid for twelve (12) months and will be reevaluated on or before July 1, 1984.

All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a delinquency charge of one and one-half percent (1 1/2%) per month (eighteen percent [18%] per year).

ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Modifications of the facility require Port approval prior to installation or construction. Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease

CARG003501

at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Lessee is responsible for removal from the terminal of aforementioned trash and garbage. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.03 - Services: Lessee shall provide own telephone and electric meter installation. Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent. Lessee is responsible for acquiring all necessary permits including welding permits. Lessee is responsible to regulatory agencies for conformance including fire regulations and Portland City codes.

CARG003502

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

ARTICLE V - INDEMNITY AND INSURANCE

Section 5.01 - Indemnity: Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

CARG003503

Section 5.02 - Insurance:

A. Lessee shall maintain comprehensive, general and automobile liability insurance for the protection of Lessee, directors, officers, servants and employees, insuring Lessee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the premises leased or occasioned by reason of the operations of the Lessee with insurance of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Lessee during the term of the Lease or any renewal thereof.

B. Lessee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Lease. All policies of insurance will provide for not less than thirty (30) days written notice to the Port and the Lessee before such policies may be revised, nonrenewed or cancelled.

CARG003504

Section 5.03 - Waiver of Subrogation: The Port and Lessee agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage to its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

CARG003505

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, Rogers Terminal and Shipping Corporation, One S.W. Columbia - Suite 1218, Portland, Oregon 97258. Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions:

(1) Parking is solely under the control of Port of Portland terminal management.

(2) Lessee must follow rules/regulations required by Port of Portland management and the Marine Terminal Tariff.

CARG003506

(3) Lessee must provide their own security following Port of Portland security rules.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

ROGERS TERMINAL AND SHIPPING CORP.

By _____

THE PORT OF PORTLAND

By _____
Executive Director

By _____
Director, Marine

APPROVED AS TO FORM

_____
Counsel for
The Port of Portland

06/17/83
0563L:71F076

CARG003507

ROGERS

"TIRE SHOP"

DOCUMENTATION

Port of Portland

Box 3529, Portland, Oregon 97208, U.S.A.
503/231-5000

November 24, 1997

K.C. Bacon
Rogers Terminal & Shipping
1650 NW Naito Parkway, Suite 120
Portland, OR 97209

Dear K.C.:

I received both of your letters and apologize for nor responding until now. I have no excuse except I am always swamped. The Port is not able to sign your letter; however, we do agree that Rogers has satisfactorily cleaned the area behind your warehouse that was identified in the joint environmental inspection as requiring clean-up. We appreciate the copy of the soil sample. We also agree that the "no dumping" sign and the removal of the old ties and junk should help in policing that area and keeping it clean.

The Port would appreciate Rogers continuing to keep all leased areas clean and follow environmentally sound practices. Please give me a call if you have any questions.

Sincerely,

Fay Malloy
Contracts Administrator

cc: Pad Quinn

Port of Portland

Box 3529, Portland, Oregon 97208
503/231-5000

February 28, 1997

K.C. Bacon
Rogers Terminal and Shipping
955 Alaskan Way West
Seattle, WA 98119

Dear K.C.:

Attached is a copy of the walk through inspection at your facility on February 7. Generally, the facility is kept in good shape; however, there is an area outside the storage shed where tires have been accumulating and the ground has some oil contamination. As we mentioned to Corby, this area will need to be cleaned up immediately. Please call so we can discuss the timing.

For your information, the Port will be entering into a contract this summer to dismantle the entire row of buildings of which your lease is a part. I don't know the exact date, but thought I would give you a heads up that you will need to vacate the premises sometime after May 1997. The Port is in the process of removing several docks and buildings that are old and in disrepair. Your building, while still in reasonable shape, will be part of the package.

I'm sorry for the bad news. The Port and Rogers have maintained a good relationship over the years, so this will be a sad parting. Our lease with you calls for a joint environmental inspection prior to termination. Pad Quinn, the Marine Environmental Manager, is reviewing the benchmark study to determine if further investigations need to occur. Please give me a call at 1-800-547-8411, ext. 2013 so we can discuss these issues further.

Sincerely,

Fay Malloy
Contracts Administrator

cc: Art Hayes
Corby Buswell

CARG003510

Rogers Terminal and Shipping
Environmental Inspection of Terminal-4 Premises
February 7, 1997

Those present:
Rogers - Corby Buswell
POP - Fay Malloy, Pad Quinn, Debra Halladay-Hunt, Alice Patten

The facility is in good shape, clean and organized. There are three areas of concern as listed more specifically below:

1. Storm drain outside maintenance shop
2. Need to determine where drain pipe on outside of maintenance shop feeds from
3. Tires outside storage shed need to be cleaned up and area needs to remain clean.

Equipment Maintenance area

Overall appearance clean and organized

1. Very little if any vehicle maintenance; some work on personal vehicles
2. No underground storage tanks
3. Oil kept in drums; waste oil drum holds up to 40 gallons
4. Hydraulic lift not working and is locked out
5. Storm drain outside door
    - ◊ Two pipes from somewhere inside the building empty directly into storm drain. Pad will check with Bruce Dickman and Ted Winter to see if they can tell what they're connected to.
    - ◊ Trench drain outside both doors is of some concern because any wash water from inside building would go to storm drain.

Storage areas

Except for outside of area #2 mentioned below, overall appearance clean and organized

1. Red truck, dune buggy, junk in small upstairs office
2. Tractor, RV, Tires w/ tire repair machine
    - ◊ Outside: tires with trash and some oil on ground are Rogers responsibility and need to be removed
3. Trucks, forklifts, separation cloths, wooden boxes of log gear, ladder, cable, paint
    - ◊ Outside: grain spouts, ramp, compressor

ROGERS TERMINAL & SHIPPING
1650 NW Naito Parkway, Suite 120
Portland, Oregon 97209
(503) 221-7960
FAX (503) 221-7901

Fay Malloy
Contracts Administrator
Port of Portland
P. O. Box 3529
Portland, Oregon 97208

September 8, 1997

Re: Environmental Inspection of T4 Gearlocker Facility

Dear Fay,

Following the February 7, 1997 inspection by Rogers and the Port of Portland, we agreed that the "facility is in good shape, clean and organized." One item of concern was the area outside of the old Port tire shop. Persons unknown had dumped old tires junk, and at least one oil can in this area. We subsequently agreed, following discussions with the Port's Environmental Manager, Pad Quinn, as per Section 4.8.1 of the Lease Document, that while Rogers cannot be found responsible for the entirety of the area, Rogers would arrange for the testing and any subsequent necessary clean-up one area of approximately 25 square feet in which some oil was found to be spilled. We agreed that following a successful remediation test, Rogers would not be held responsible for any further remediation in that area.

Please find enclosed a copy of the successful soil sample test dated May 14, 1997, conducted by Braun Intertec, the mutually agreed upon testing service. Also note, as per our agreement, that we have cleaned the area of all remaining tires and junk. On our own initiative, to protect the site from future unknown litterers, we have posted the area with a "no dumping" sign. We further agree, as per our site inspection of February 7, 1997, that there is no further contamination on the lease site.

For the Port of Portland Date

9-8-97
For Rogers Terminal Date

CARG003512

BRAUN INTERTEC

Braun Intertec Corporation
6032 N. Cutter Circle, Ste. 480
P.O. Box 17126
Portland, Oregon 97217
503-289-1778 Fax: 289-1918

Engineers and Scientists Serving the Built and Natural Environments

May 13, 1997

Project No. EAGX-97-0092
Report No. 08-97-0264

Mr. Corby Buswell
Rogers Terminal & Shipping
1650 Northwest Front, Suite 120
Portland, Oregon 97209

Dear Buswell:

Re: Analysis performed on one (1) soil sample submitted on May 7, 1997, pursuant to your request.

Ref: Sample Number 1: Soil Sample Received May 7, 1997

Method: Total Petroleum Hydrocarbons (TPH) by SM5520E

Analyte	Sample #1
TPH, mg/kg	14.

Sincerely,

Laura Hladky

Laura Hladky
Chemist

lh:ca

f:\groups\eagx\reports\external\1997\soil\0264

CARG003513

BRAUNSM
INTERTEC

BRAUN INTERTEC CORPORATION

6032 N. Cutter Circle, Ste. 480 P.O. Box 17126 Portland, Oregon 97217
Phone: (503) 289-1778 • FAX: (503) 289-1918

Chain of Custody Record

Client Name: Rogers Terminal & Shipping Co.
Client Contact: Corby Buswell
Ref(s): _____
_____
P.O. # _____
Log In No. 97.0264 Project No. _____

Provide Verbal Results? ☐ Yes ☐ No
Phone Number: _____
Provide Fax Results? ☒ Yes ☐ No
Fax Number: Seattle office: 206.213.0646 attn: K.C.
LEGAL CASE ☐ Yes ☐ No
Requested Due Date: _____ RUSH ☐ Yes ☐ No

SAMPLE I.D.	DATE	TIME	SAMPLE DESCRIPTION	MATRIX: Soil/Rock	Water	Metal	Other	Number of Containers	ANALYSES TO BE PERFORMED: pH	Alloy I.D.	BOD	Oil and Grease	BTU	Sus. Solids	Ash	Hydro Carbon	LAB USE ONLY: REMARKS	Refrigerated	Preserved
1	5/1/97	10:40		X				1											
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
0																			

Relinquished by:	Date/Time:	Relinquished by:	Date/Time:
Received by: Corby Buswell / Dawn Hayek	5.7.97 / 10:40	Received by:	
~~Relinquished by:~~	Date/Time:	Relinquished by:	Date/Time:
Received by:		Received by:	

White – Client Yellow – Company files Pink – Department files

CARG003514

Misc 0004.PDF

CORRESPONDENCE/DOCUMENTS **L38009-00501.0003**

(ROGERS) Lease of office space from PHOENIX MUTUAL LIFE INSURANCE COMPANY - 1991 **PORTLAND, OR**

SUITE 120, CONSISTING OF APPROX. 2,461 RENTABLE SQ. FT. IN FREMONT PLACE II OFFICE BLDG., 1650 NW FRONT AVE.

0321040001

CARG003516

Albina & Globe 0008.PDF

m 2222 refer to Dept. 11-57-5M

TERMINATION RIDER

No. R-2281-5

C. D. No. 26956-1-E

To be attached to agreement Audit No. A-63485 Dept. No. R-2281

No. C. D. No. 26956-1-D

Between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, (Lessor),
and KERR GIFFORD & CO., INC., an Oregon corporation, (Lessee).

Assignments—Dates and Names of Assignees:
Date: January 28, 1955.
Assignee: CARGILL, INCORPORATED, a Delaware corporation,

Covering lease of real property as therein described,

Location Portland, Multnomah County, Oregon.

Dated August 17, 1947 Effective Date August 17, 1947 Expiration (Original) August 16, 1948.

Expiration (by latest extension) August 16, 1959.

Supplements, including extension riders—Dates supplemental agreements dated August 24, 1949 and November 12, 1954.

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above named agreement that the same shall be and hereby is terminated effective June 30, 1959; PROVIDED, however, that such termination shall not affect any of the rights or obligations of the parties to said agreement which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Special Provisions: None.

Dated June 19, 1959. Made in duplicate.

[redacted]

[redacted]

UNION PACIFIC RAILROAD COMPANY,

By _____
President

CARGILL, INCORPORATED,

By _____
Vice President

Attest: _____
Secretary

CARG003518

Form 2222 11-57-5M

TERMINATION RIDER

CD No. 26956-1-E

[redacted]

To be attached to agreement Audit No. [redacted] Dept. No. [redacted]

[redacted] No. [redacted] S. D. No. [redacted]

Between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, (Lessor),
and HERR GIFFORD & CO., INC., an Oregon corporation, (Lessee).

Assignments—Dates and Names of Assignees:
Date: January 28, 1955.
Assignee: CARGILL, INCORPORATED, a Delaware corporation.

Covering lease of real property as therein described,

Location Portland, Multnomah County, Oregon.

Dated August 17, 1947 Effective Date August 17, 1947 Expiration (Original) August 16, 1948.

Expiration (by latest extension) August 16, 1959.

Supplements, including extension riders—Dates supplemental agreements dated August 24, 1949 and November 12, 1954.

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above named agreement that the same shall be and hereby is terminated effective June 30, 1959; PROVIDED, however, that such termination shall not affect any of the rights or obligations of the parties to said agreement which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Special Provisions: None.

Dated June 19, 1959. Made in duplicate.

[redacted]
Witness:

[redacted]
Witness:
Approved: D. J. Callahan
Manager of Properties

Approved as to Form: F.J.Betz,
for General Solicitor

UNION PACIFIC RAILROAD COMPANY,

By (s) A. E. Stoddard
President

CARGILL, INCORPORATED,

By H. Robert Diercks
Vice President

(SEAL)

Attest: Calvin J. Anderson
Secretary

CARG003519

Albina & Globe 0009.PDF

R-2281-3

C. D. No. 26956-1-C

NW Dock

SUPPLEMENTAL AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And

KERR GIFFORD & CO. INC.

DATED: November 12, 1954

3 pgs.

CARG003521

R-2281-3

THIS SUPPLEMENTAL AGREEMENT made this 12th day of November, 1954, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Lessor"), party of the first part, and KERR GIFFORD & CO. INC., an Oregon corporation (hereinafter called "Lessee"), party of the second part,

W I T N E S S E T H:

RECITALS:

By agreement of lease dated August 17, 1947, the Lessor leased to the Lessee property as therein described located in Portland, Multnomah County, Oregon, for the term therein stated. By supplemental agreement dated August 24, 1949, between the parties, the term of said lease was so extended as to expire on the 16th day of August, 1954. The parties now desire to modify said lease and extend the term thereof as hereinafter provided.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. As of the 17th day of August, 1954, Section 2 of said agreement of lease dated August 17, 1947, shall be and hereby is amended to read as follows:

"Section 2. TERM. The term of this lease shall be and is the period of five (5) years commencing on the 17th day of August, 1954, unless sooner terminated as hereinafter provided."

Section 2. As of the 17th day of August, 1954, Section 3 of said agreement of lease dated August 17, 1947, shall be and hereby is amended to read as follows:

"Section 3. RENTAL. The Lessee shall and will pay to the Lessor during the entire term of this agreement as rental for the premises hereby leased, the following sums:

(a) The sum of Twenty Thousand Seven Hundred Twenty-one Dollars and Eighty-one Cents ($20,721.81) per annum; and

(b) A sum equal to ten cents (10¢) for each ton of two thousand (2000) pounds in excess of forty-five thousand (45,000) tons per annum of grain (as herein defined) stored or handled in, upon or through the leased premises or improvements thereon during the term hereof.

CARG003522

"The term 'grain' as used in this section, shall mean and include oats, wheat, corn, barley and any and all other kinds of grain and grain products, whether of a similar or dissimilar nature.

"The rental payable under paragraph (a) of this section, shall be paid by the Lessee to the Lessor in equal monthly installments during the entire term of this lease and shall be payable monthly in advance on the first day of each and every month during said term.

"The rental payable under paragraph (b) of this section, shall be determined as soon as may be after the 16th day of August of each year during the term of this lease; provided that in event of termination of this lease before the expiration of said term, rental payable under paragraph (b) shall be determined forthwith. In either instance said rental payable under paragraph (b) shall be paid within twenty (20) days after determination.

"The rental payable under paragraph (b) of this section, shall be determined according to the actual quantity of grain (as herein defined) so handled or stored, whether handled or stored by the Lessee or by any subtenant of the Lessee or by any other person, firm or corporation at the invitation or with the permission or consent of the Lessee. The Lessee will at all times keep and maintain a true and accurate record of all grain so handled or stored. To aid the Lessor in determining said quantity, the Lessee shall and will furnish to the Lessor, under oath, a true statement or statements thereof, and the Lessor shall have the right of access to the Lessee's records for the purpose of verifying the same; but the Lessor may determine said quantity in any other proper manner."

Section 3. Oregon-Washington Railroad & Navigation Company, an Oregon corporation, shall be and is entitled equally with the Lessor, to the benefit of each and all of the indemnifying and protective provisions of said agreement of lease dated August 17, 1947.

Section 4. As hereby modified, said lease dated August 17, 1947, shall be, remain and continue in full force and effect during the term hereinbefore in this supplemental agreement stated, subject to sooner termination as aforesaid.

CARG003523

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement as of the day and year first herein stated.

UNION PACIFIC RAILROAD COMPANY

By _____
President

Attest:

_____
Assistant Secretary

KERR GIFFORD & CO. INC.

By _____
President

Attest:

_____
Secretary

CARG003524

Albina & Globe 0010.PDF

On any extention of this lease, should negotiate provision waiving lessee's liability for damage arising from fire loss.

SDT

NW Dock
RR Lease

Albina & Globe 0011.PDF

FORM 2210

ASSIGNMENT

-R-2281-4 9-50-5M-H

NW Dek

C. D. No. 26956-1-D

RIDER TO BE ATTACHED TO AGREEMENT

Dept. No. R-2281.

L. D. No. M- - Div. No. - - Audit No. A-63485 C. D. No. 26956.

Between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, (Lessor),

and KERR GIFFORD & CO. INC., an Oregon corporation, (Lessee).

Prior Assignments—Date None. Name of assignee

Date Name of assignee

Covering lease of premises at Portland, Multnomah County, Oregon.

[redacted]

Dated August 17, 1947 Effective Date August 17, 1947. Expiration (Original) August 16, 1948.

Expiration (by latest extension) August 16, 1959.

Supplements, including extension riders—Dates supplemental agreement dated August 24, 1949; agreement dated April 16, 1953 consenting to sublease to Crown Zellerbach Corporation, a Nevada corporation; supplemental agreement dated November 12, 1954.

THIS AGREEMENT, made and entered into this 28th day of January, 1955, by and between

KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and

UNION PACIFIC RAILROAD. . . . . COMPANY, a corporation of the State

of Utah, (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003528

FORM 2210

Section 4. This agreement shall be considered as taking effect as of the 31st day of October, 19 54.

Witness:

KERR GIFFORD & CO. INC., Assignor,

By [signature]
President

Attest [signature]
Secretary

Witness:

William Martin

CARGILL, INCORPORATED, Assignee,

By [signature]
Erwin E. Kelm, Vice President

Erwin E. Kelm, Vice President

Attest [signature]
Secretary

Albert G. Egermayer, Secretary

Witness:

M E Thomas

UNION PACIFIC RAILROAD COMPANY

By [signature]
Vice President

CARG003529

FORM 2210 9-50-5M—H

ASSIGNMENT

R-2281-4 nw dock

C. D. No. 26956-1-D

RIDER TO BE ATTACHED TO AGREEMENT

Dept. No. R-2281.

L. D. No. M- - Div. No. - - Audit No. A-63485 C. D. No. 26956.

Between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, (Lessor),

and KERR GIFFORD & CO. INC., an Oregon corporation, (Lessee).

Prior Assignments—Date None. Name of assignee

Date Name of assignee

Covering lease of premises at Portland, Multnomah County, Oregon.

Dated August 17, 1947 Effective Date August 17, 1947. Expiration (Original) August 16, 1948.

Expiration (by latest extension) August 16, 1959.

Supplements, including extension riders—Dates supplemental agreement dated August 24, 1949; agreement dated April 16, 1953 consenting to sublease to Crown Zellerbach Corporation, a Nevada corporation; supplemental agreement dated November 12, 1954.

THIS AGREEMENT, made and entered into this 28th day of January, 1955, by and between

KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and

UNION PACIFIC RAILROAD. . . . . COMPANY, a corporation of the State

of Utah, (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003530

FORM 2210

Section 4. This agreement shall be considered as taking effect as of the 31st day of October, 19 54.

Witness:

KERR GIFFORD & CO. INC., Assignor,

By [signature]
President

Attest [signature]
Secretary

Witness:

[signature]

CARGILL, INCORPORATED, Assignee,

By [signature]
Ernie E. Kelm, Vice President
President

Attest [signature]
Secretary

Albert G. Egermayer, Secretary

Witness:

[signature]

UNION PACIFIC RAILROAD COMPANY

By [signature]
Vice President

CARG003531

Albina & Globe 0012.PDF

Please refer to Dept.
No. L-2281-2

C. D. No. 26956-2

nw Dock

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY

KERR-GIFFORD & CO. INC.,

and

CROWN ZELLERBACH CORPORATION.

Dated: April 16, 1953.

(Covers subleasing of a portion of premises at Portland, Oregon.)

CARG003533

Please refer to Dept
No. R-2281-2

THIS AGREEMENT, made this 16th day of April, 1953, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation, party of the first part, hereinafter called "Lessor", KERR-GIFFORD & CO. INC., an Oregon corporation, party of the second part, hereinafter called "Lessee", and CROWN ZELLERBACH CORPORATION, a Nevada corporation, hereinafter called "Sublessee", party of the third part,

W I T N E S S E T H :

WHEREAS, by agreement dated August 17, 1947, bearing Lessor's Department No. R-2281, the Lessor leased and let unto the Lessee property as therein described, at Portland, Multnomah County, Oregon, for a term commencing on August 17, 1947, and ending August 16, 1948, and granted the Lessee the right of extending said term to August 16, 1949, which right the Lessee exercised. By supplemental agreement dated August 24, 1949, effective August 17, 1949, between the Lessor and the Lessee and bearing Lessor's Department No. R-2281, said agreement dated August 17, 1947, was modified as therein provided, and the term thereof extended for the period of five (5) years commencing on the 17th day of August, 1949, unless sooner terminated as therein provided; Said agreements are by this reference made a part hereof; and

WHEREAS, the Lessee desires to sublease a portion of the leased premises unto the Sublessee; and

WHEREAS, the Lessor is willing that such sublease be made, provided the Sublessee assumes all of the obligations contained in aforesaid agreements, insofar as same are applicable to the portion of the above described leased premises, consent to sublease of which is hereinafter given by the Lessor as hereinafter provided.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

CARG003534

Section 1. In consideration of the Lessor's consenting to the sublease between the Lessee and the Sublessee of a portion of the leased premises, the Sublessee agrees that all of the terms, provisions and conditions of aforesaid agreement of lease dated August 17, 1947, as modified by aforesaid Supplemental Agreement dated August 24, 1949, (which agreements are hereinafter for brevity, called the "original agreement"), insofar as applicable in whole or in part, directly or indirectly, to the portion of the leased premises, consent to sublease of which is herein provided for, shall be binding upon and shall be faithfully kept, observed and performed by the Sublessee as fully and to the same extent as if the Sublessee were a party to the said original agreement, except that the Sublessee shall be and it is hereby permitted to use the sublet portion of the premises for the storage and handling of paper and other products handled by the Sublessee in the ordinary course of its business. It is understood and agreed by all of the parties hereto that neither the subletting of said premises nor anything contained in this agreement, shall release the Lessee from its obligation to perform all of the covenants, stipulations and conditions contained in said original agreement (except as to the aforesaid purpose for which the Sublessee may use the sublet portion of the premises) nor from the assumption of all liabilities undertaken by it at the time of the execution thereof.

Section 2. It is covenanted and agreed that the Sublessee shall hold harmless the Lessor and the Subleased premises from any and all liens, fines, damages, penalties, forfeitures or judgments in any manner accruing by reason of the use or occupation of said premises by the Sublessee; and that the Sublessee shall at all times protect the Lessor and the subleased premises from all injury, damage or loss by reason of the occupation of said premises by the Sublessee or from any cause whatsoever growing out of Sublessee's use thereof.

CARG003535

Section 3. The Sublessee shall be liable for any and all injury or damage to persons or property of whatsoever nature or kind arising out of our contributed te by any breach in whole or in part of any covenant of this agreement.

Section 4. The Lessee and Sublessee shall be privileged to make such further covenants between themselves with respect to the above described premises (including the improvements thereon) as shall be necessary and proper and as shall not be inconsistent with the provisions of this agreement or with the provisions of said original agreement.

Section 5. In consideration of the covenants herein contained by the Sublessee to be kept and performed, the Lessor hereby consents to the within sublease for a term beginning on March 25, 1953 and not extending beyond the termination or expiration of the original agreement, and in evidence of such consent executes this document.

Section 6. The parties hereto agree that nothing herein contained shall be deemed or construed to authorize the Lessee or Sublessee further to transfer or assign the original agreement, or any interest therein, or otherwise to let or sublet the leased premises or subleased premises without the written consent of the Lessor first had and obtained.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

[redacted]UNION PACIFIC RAILROAD COMPANY,

Attest L J Backman
Assistant Secretary

By A C Stewart
President

KERR-GIFFORD & CO. INC.,

Attest [illegible]
Secretary

By [illegible]
President

CROWN ZELLERBACH CORPORATION,

Attest [illegible]
Assistant Secretary

By [illegible]
Vice President

APPROVED AS TO FORM
PHILLIPS, COUGHLIN, BUELL & PHILLIPS
BY [illegible]

APPROVED

-3-

CARG003536

Albina & Globe 0014.PDF

FORM 2213

Lessee Copy

5-41—25M

EXTENSION RIDER

To be attached to agreement Audit No. A-53887 Dept. No. R-1816

No. No.

Between UNION PACIFIC RAILROAD COMPANY, a Utah corporation,

and KERR GIFFORD & CO., INC., an Oregon corporation.

Assignments—Date None Name of assignee

Date Name of assignee

Covering storage and handling of grain.

Location Portland, Multnomah County, Oregon

Dated August 17, 1942 Effective Date August 17, 1942 Expiration (Original) Aug. 16, 1943

Expiration (by latest extension) August 16, 1944

Supplements, including extension riders—Dates July 6, 1943

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above named agreement that the term thereof shall be, and is hereby, extended to and including August 16, 19 45, and that all the terms and conditions thereof, as heretofore (if supplements to the original agreement are indicated above) or herein (if any special provisions are written below) amended, shall remain in full force and effect during the extended term, said agreement with the amendments and supplements (if any) to be subject to termination prior to the expiration of the extended term in the same manner as is provided therein for termination prior to the expiration of the term hereby extended.

Special Provisions: See Schedule 1, attached.

Dated August 12, 19 44. Made in duplicate.

Witness:

UNION PACIFIC RAILROAD COMPANY

By

Manager Industrial Development

Attest:

Secretary

KERR GIFFORD & CO., INC.

By

Vice President

CARG003538

SCHEDULE 1

A. The date for determining rental payable under paragraph (b), Section 3 of said lease, shall be (with respect to said extended term) August 16, 1945, unless said lease is sooner terminated, in which case said rental shall be determined forthwith. Nothing herein shall be construed as modifying or changing the rental provisions of said lease except as to said date.

B. The definition of the term "grain" contained in Section 3 of said lease dated August 17, 1942, shall be and the same hereby is amended to read as follows: "The term 'grain' as used in this section shall mean and include oats, wheat, corn, barley and any and all other kinds of grain and grain products, whether of a similar or dissimilar nature."

CARG003539

FORM 2213

5-41—25M

EXTENSION RIDER

To be attached to agreement Audit No. A-53887 No. R-1816

..... No. ..... No. .....

Between UNION PACIFIC RAILROAD COMPANY, a Utah corporation

and KERR GIFFORD & CO., INC. an Oregon corporation

Assignments—Date None Name of assignee .....

Date ..... Name of assignee .....

Covering storage and handling of grain and grain products.

Location Portland, Multnomah County, Oregon

Dated August 17, 1942 Effective Date August 17, 1942 Expiration (Original) Aug. 16, 1945

Expiration (by latest extension) None

Supplements, including extension riders—Dates None

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above named agreement that the term thereof shall be, and is hereby, extended to and including August 16, 19 44, and that all the terms and conditions thereof, as heretofore (if supplements to the original agreement are indicated above) or herein (if any special provisions are written below) amended, shall remain in full force and effect during the extended term, said agreement with the amendments and supplements (if any) to be subject to termination prior to the expiration of the extended term in the same manner as is provided therein for termination prior to the expiration of the term hereby extended.

Special Provisions: The date for determining rental payable under paragraph (b), Section 3 of said lease, shall be (with respect to said extended term) August 16, 1944, unless said lease is sooner terminated, in which case said rental shall be determined forthwith. Nothing herein shall be construed as modifying or changing the rental provisions of said lease except as to said date.

Dated July 6, 19 43 Made in duplicate.

Witness:

.....

UNION PACIFIC RAILROAD COMPANY

By .....

Manager, Industrial Development

Attest:

By ..... Secretary

KERR GIFFORD & CO., INC.

By ..... President

CARG003540

Albina & Globe 0015.PDF

CONTRACT DEPT. No. 26956

N W Dock

A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY

And

KERR GIFFORD & CO. INC.

DATED: August 17, 1948

(Lease of Northwestern Dock and Elevator property, Portland, Ore.)

CARG003542

THIS AGREEMENT made and entered into this 17th day of August 1942, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Lessor"), party of the first part, and KERR GIFFORD & CO. INC., an Oregon corporation (hereinafter called "Lessee"), party of the second part,

W I T N E S S E T H:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. PREMISES. For and in consideration of the covenants and payments hereinafter mentioned to be performed and made by the Lessee and upon the terms and conditions hereinafter stated, the Lessor hereby agrees to lease and let and does hereby lease and let unto the Lessee for the term hereinafter stated, the following described premises of the Lessor at Portland, in Multnomah County, Oregon:

Beginning at the harbor monument set by the United States engineers in the center line of North Railroad Street produced northwesterly and distant North 52 degrees 30 minutes West 988 feet measured along said center line of North Railroad Street and said center line produced from the city monument at intersection of said North Railroad Street and North Harding Avenue; thence continuing North 52 degrees 30 minutes West, a distance of 3731 feet to an angle point in the harbor line of the Willamette River; thence Northwesterly along said harbor line a distance of 41.33 feet to the true point of beginning of this description; thence continuing Northwesterly along said harbor line a distance of 643.67 feet to a point; thence Northeasterly at right angles to said harbor line a distance of 138 feet to a point; thence Southeasterly parallel with and 138 feet distant from said harbor line a distance of 643.67 feet to a point; thence Southwesterly at right angles a distance of 138 feet to the true point of beginning of this description;

CARG003543

together with all improvements now located thereon; subject to the rights, if any, of the State of Oregon in and to so much, if any, of said premises as lies below the ordinary low-water mark of the Willamette River, and to the rights of navigation in, upon and along said river. The premises hereinbefore in this section described are shown and represented by outline of red color on map hereto annexed, marked "Exhibit A" and by this reference made and constituted a part of this agreement.

Section 2. TERM. The term of this agreement of lease shall be and is the period of one (1) year commencing on the 17th day of August, 1942, and ending on the 16th day of August, 1943.

Section 3. RENTAL. The Lessee shall and will pay to the Lessor during the entire term of this agreement, as rental for the premises hereby leased, the following sums:

(a) The sum of Twelve Thousand Dollars ($12,000.00); and

(b) A sum equal to ten cents (10¢) for each ton of two thousand (2000) pounds in excess of forty-five thousand (45,000) tons of grain (as herein defined) stored and/or handled in, upon or through the leased premises or improvements thereon during the term hereof.

The term "grain" as used in this section, shall mean and include oats, wheat, corn, barley and any and all other kinds of grain, whether of a similar or dissimilar nature.

The rental payable under paragraph (a) of this section, shall be paid by the Lessee to the Lessor in equal monthly installments during the entire term of this lease and shall be payable monthly in advance on the first day of each and every month during said term.

CARG003544

The rental payable under paragraph (b) of this section, shall be determined as soon as may be after the 16th day of August, 1943; provided that in event of sooner termination of this lease, the rental payable under paragraph (b) shall be determined forthwith. In either instance said rental payable under paragraph (b) shall be paid within twenty (20) days after determination.

The rental payable under paragraph (b) of this section, shall be determined according to the actual quantity of grain (as herein defined) so handled and/or stored, whether handled and/or stored by the Lessee or by any subtenant of the Lessee or by any other person, firm or corporation at the invitation or with the permission or consent of the Lessee. The Lessee will at all times keep and maintain a true and accurate record of all grain so handled and/or stored. To aid the Lessor in determining said quantity, the Lessee shall and will furnish to the Lessor, under oath, a true statement or statements thereof, and the Lessor shall have the right of access to the Lessee's records for the purpose of verifying the same; but the Lessor may determine said quantity in any other proper manner.

Section 4. USE, ABANDONMENT AND SUBLETTING. The Lessee shall and will use said premises only for the storage and handling of grain as defined in Section 3 and not for any other purpose. If the Lessee abandons the leased premises, the Lessor may enter upon and take possession of the same and non-use thereof for the purpose herein mentioned continuing for ninety (90) days shall be sufficient and conclusive evidence of such abandonment. The Lessee

CARG003545

shall not and will not without the written consent of the Lessor first had and obtained, assign this lease or any interest herein nor sublet the leased premises in whole or in part. Any assigning or subletting, whether voluntary or involuntary, or by operation of law, made or attempted without such consent, shall be null and void and shall be cause for termination of this lease by the Lessor if it so elects. Permission is hereby granted for subletting to any subsidiary corporation wholly owned by the Lessee or to any duly licensed field warehousing corporation; but no such subletting shall release the Lessee from any obligations of this agreement, and any sublease so made shall be subject to the provisions of this agreement and shall not extend beyond the term thereof, and the Lessor shall be notified in writing of each and every sublease made pursuant to the foregoing permission.

Section 5. REPAIRS. The improvements upon the leased premises consist of a grain warehouse and elevator and a wharf, and appurtenances thereof. The Lessor, at its own expense, will maintain said structures, excepting machinery and equipment therein, which machinery and equipment the Lessee will maintain in good condition and repair, at its own cost and expense. The Lessee will also at its own expense, promptly repair and restore any damage or injury to the premises or buildings caused by the act, omission or neglect of the Lessee, its officers, agents, servants or employes. The Lessee shall and will give timely notice to the Lessor of any defect which the Lessor is herein obligated to repair.

CARG003546

Section 6. TAXES. The Lessor shall and will pay all taxes and assessments lawfully levied upon and against the leased premises and improvements thereon and appurtenances thereof, not, however, including property of or in the custody of the Lessee or its subtenants in, upon or about said premises. The Lessee shall and will pay or cause to be paid to the tax collecting officer, before delinquency, all personal property taxes and other taxes on property of or in the custody of the Lessee or its subtenants, which would or might, if unpaid, become or constitute a lien or liens upon or against said premises or improvements or any part thereof, and the Lessee shall, if required by the Lessor, furnish the latter satisfactory evidence of the payment of such taxes.

Section 7. ADDITIONS AND IMPROVEMENTS. The Lessor shall not be required or obligated to make any additions to, changes or alterations in or improvements or betterments of the premises or improvements hereby leased or appurtenances thereof, or to furnish or install therein any machinery, apparatus, equipment or facilities of any kind or nature whatsoever, it being expressly understood and agreed that the Lessee accepts the premises and improvements thereon in present condition and with present equipment; but if the Lessor does make any additions, changes or alterations or improvements or betterments, the Lessee shall and will pay the Lessor, in addition to the rental mentioned in Section 3 hereof, interest upon the cost to the Lessor of such additions, changes, alterations, improvements or betterments, at the rate of seven per cent (7%) per annum, payments thereof to be made at the same times as payments are made of the rental mentioned in paragraph (a) of Section 3 hereof.

CARG003547

Section 8. CARE OF PREMISES. In its use and occupancy of the leased premises and improvements thereon, the Lessee shall and will observe and exercise reasonable care and caution against damage thereto or destruction thereof by fire or otherwise. The Lessee shall not commit or suffer waste thereof or injury thereto, and shall not use or permit the use of same for any illegal or immoral purpose, and the Lessee shall not maintain or suffer to be maintained on said premises or any part thereof, any nuisance or any offensive object, matter or thing, and the Lessee, at its own expense, will at all times keep the same neat, clean and in presentable condition. It shall not place or maintain or permit others to place or maintain any signs or advertisements whatsoever upon or about said premises or improvements, except only advertisements relating to the business of the Lessee. The Lessee shall not and will not do, suffer or permit anything upon or about said premises or improvements which will or may increase the fire hazard thereon.

The Lessee shall not and will not overload the improvements on said premises, and shall and will observe and comply with such reasonable load limit or limits as the Lessor may designate.

No gunpowder, gasoline, dynamite or other explosive or inflammable material shall be stored or kept upon or about the leased premises. Nothing herein contained, however, shall prevent the storage of oil or gasoline upon the leased premises to the extent reasonably necessary for the conduct of the Lessee's business thereon as defined in Section 4 of this agreement; provided, however, that in such case the Lessee shall strictly comply with all statutory and municipal regulations relating to the storage and handling of such commodities.

CARG003548

In addition to all other sums payable by the Lessee under the terms of this agreement, the Lessee covenants and agrees promptly upon presentation of bill or bills therefor, to reimburse the Lessor for one-half (1/2) the cost of watchman service in, upon and about the entire dock area, including the leased premises, but not to exceed the sum of One Hundred Fifty Dollars ($150.00) in any one month.

Section 9. LIENS. The Lessee shall pay, when due and before any lien shall attach to the leased premises, if same may lawfully be asserted, all charges for water, light, heat, power and other services of whatsoever nature or kind furnished to or upon or for the benefit of the leased premises, and shall fully and promptly pay for all materials, if any, affixed to or delivered for use upon said premises, and shall fully and promptly pay all persons, if any, who perform labor or services upon or about said premises, and the Lessee shall not permit or suffer any mechanic's, materialman's or other lien of any kind or nature whatsoever to attach to or be enforced against the Lessor or said premises, or any part thereof, for any work done or material furnished thereon; and the Lessee agrees to indemnify and save and hold harmless the Lessor and its property from and against any and all liens, claims, demands, costs and expenses of whatsoever kind or nature in any wise connected with or growing out of any such work done, labor performed or materials or services furnished or any other matter or thing hereinbefore in this section mentioned.

CARG003549

Section 10. TRACK CLEARANCES. No building, platform or other structure shall be erected or maintained and no material or obstruction of any kind or character shall be placed, piled, stored, stacked or maintained closer than eight (8) feet six (6) inches to the center line of the nearest track of the Lessor; PROVIDED, however, that in the case of platforms not higher than four (4) feet above the top of the rail a minimum clearance of seven (7) feet three (3) inches from the center line of the nearest track of the Lessor will be permitted; and PROVIDED FURTHER that along and adjacent to, and for one car length beyond, those portions of track having a curvature greater than ten (10) degrees the clearances hereinbefore provided shall, with reference to platforms four (4) feet or less in height, be increased horizontally six (6) inches, and with reference to all buildings, platforms, structures and other obstructions greater than four (4) feet in height, shall be increased horizontally one (1) foot; and PROVIDED FURTHER that if by statute or order of competent public authority greater clearances shall be required than those provided for in this section, then the Lessee shall strictly comply with such statute or order. All doors, windows or gates shall be of the sliding type or shall open towards the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates, if opening outward, would, when opened, impair the clearances in this section prescribed.

The Lessee shall not locate or permit the location or erection of any poles upon the property of the Lessor, nor of any

CARG003550

beams, pipes, wires, structures or other obstruction over or under any tracks of the Lessor without its consent.

Section 11. BREACH OF CONTRACT. The Lessee shall be liable for any and all injury or damage to persons or property, of whatsoever nature or kind, arising out of or contributed to by any breach in whole or in part of any covenant of this agreement.

Section 12. INDEMNITY. The Lessee accepts the leased premises and all improvements thereon and appurtenances thereof, including machinery, equipment and facilities therein and thereon, in present condition, and assumes all risks incidental to the use and occupancy thereof. The Lessee shall and will indemnify and save harmless the Lessor from and against any and all loss, cost, damage, expense and liability resulting from injury to or death of persons whomsoever or loss or destruction of or damage to property whatsoever, directly or indirectly resulting or in any manner arising from any defective or dangerous condition in, upon or about the premises or improvements, machinery, equipment, facilities or appurtenances, whether known or unknown, apparent or concealed.

Section 13. INDEMNITY. It is understood by the parties hereto that the leased premises are in dangerous proximity to the tracks of the Lessor, and by reason thereof there will be constant danger of injury and damage by fire, and the Lessee accepts this lease subject to such danger.

It is therefore agreed, as one of the material considerations for this lease and without which the same would not be

CARG003551

granted by the Lessor, that the Lessee assumes all risk of loss, damage or destruction of or to property of the Lessee on the leased premises, and of or to other property brought thereon by the Lessee or by any other person with the knowledge or consent of the Lessee, and of or to property in proximity to the leased premises when connected with or incidental to the occupation thereof, and any incidental loss or injury to the business of the Lessee, where such loss, damage, destruction or injury is occasioned by fire caused by, or resulting from, the operation of the railroad of the Lessor, whether such fire be the result of defective engines, or of negligence on the part of the Lessor or of negligence or misconduct on the part of any officer, servant or employe of the Lessor, or otherwise, and the Lessee hereby agrees to indemnify and hold harmless the Lessor from and against all liability, causes of action, claims or demands which any person may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, damage, destruction or injury, including any claim, cause of action or demand which any insurer of such property may at any time assert, or undertake to assert, against the Lessor.

Section 14. INSPECTION. The Lessor, by and through its officers, agents, servants, employes and authorized representatives, shall, at any and all reasonable times, have the right and be privileged to go, be and enter upon the leased premises and any and all buildings, improvements and structures thereon, for the purpose of examining and inspecting the same, and the Lessee shall and will afford such persons reasonable opportunity for access to any and all parts of said premises, buildings, improvements and structures.

CARG003552

Section 15. DESTRUCTION OF IMPROVEMENTS. In the event that fire or other casualty shall during the term of this lease destroy the improvements on the leased premises, or damage same to such extent as to render continuance of the Lessee's business therein impracticable, this lease may be terminated, at the option of either party, by written notice given to the other party within thirty (30) days after such occurrence. Unless terminated as hereinbefore in this section provided, this lease shall continue and improvements shall be restored by the Lessor with reasonable promptness, subject to reasonable and proportionate abatement of rental during period of repair or restoration. In either event the Lessor shall be entitled to collect and retain the proceeds of all insurance policies covering the property of the Lessor damaged or destroyed.

Section 16. DEFAULT. If the Lessee shall fail or refuse to do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement to be by it done, kept, observed and performed, or to make each and all of the rental and other payments in this agreement required to be made by it, at the time and in the manner herein provided, then the Lessor may immediately or at any time thereafter lawfully terminate this lease and immediately or at any time thereafter enter into and upon the premises or any part thereof in the name of the whole, and repossess the same as of its former estate and expel the Lessee and those claiming by, through or under it, and remove its property and property in its custody, or in the custody of its subtenants, forcibly

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if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; provided, however, that before exercising its rights of termination and reentry as provided in this section the Lessor shall and will give to the Lessee at least thirty (30) days' notice in writing of its intention so to do and afford the Lessee an opportunity within said thirty-day period to remedy or correct the breach or default involved. Waiver by the Lessor of a breach of covenant or condition in any particular instance shall not be deemed or considered to be a waiver of any subsequent breach.

Section 17. NOTICES. Any notice to be given by the Lessor to the Lessee as provided in this agreement may be signed by the General Manager of the Lessor and mailed or delivered to the Lessee at Room 1000, Lewis Building, Portland, Oregon, or at such other places as the Lessee may hereafter designate. Any notice to be given by the Lessee to the Lessor as provided in this agreement may be signed by the President, Secretary or Manager of the Lessee and mailed or delivered to the General Manager of the Lessor at the Pittock Block, in Portland, Oregon, or at such other place as the Lessor may hereafter designate.

Section 18. POSSESSION. If the Lessee shall do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement to be by it done, kept, observed and performed and shall make all payments required to be made by it in this agreement, at the time and in the manner herein

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provided, then the Lessee may occupy said premises peaceably and quietly without let or hindrance on the part of the Lessor or any person lawfully claiming said premises.

Section 19. SUCCESSORS AND ASSIGNS. This agreement and each and all of the terms, provisions, conditions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither the provisions of this section nor any other reference contained in this agreement shall be deemed to abrogate or modify the prohibitions against assignment and subletting herein elsewhere contained.

Section 20. SURRENDER OF PREMISES. Upon the expiration or sooner termination of this lease, the Lessee shall and will peaceably and quietly vacate the premises and surrender same to the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein stated.

UNION PACIFIC RAILROAD COMPANY

By _____
Vice President

Attest:

_____
Assistant Secretary

KERR GIFFORD & CO. INC.

By _____
President

Attest:

_____
Secretary

APPROVED

_____

CARG003555

RESOLVED that the President and Secretary of this company be and they are hereby authorized and directed in the name and on behalf of the company, to make, execute and deliver an agreement in writing with Union Pacific Railroad Company whereby this company leases from said Railroad Company for period commencing on the 17th day of August, 1942, and ending on the 16th day of August, 1943, said Railroad Company's grain warehouse, elevator and wharf, commonly known as the Northwestern Dock and Elevator, on the east side of the Willamette River in the City of Portland, Oregon, for the consideration and upon and subject to the terms, provisions and conditions stated in contract submitted by said Railroad Company, the terms of which are fully known, understood and approved by this board.

I, James McDonald hereby certify that I am the Secretary of KERR GIFFORD & CO. INC., a corporation organized under the laws of the State of Oregon, and that this foregoing copy of resolution is a true copy of the original resolution passed by the Board of Directors of said company at a meeting called and held in the office of the company at Portland, Oregon, on the 26 day of June 1942, at which meeting a quorum of said directors was present, and of which meeting all directors were duly notified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Kerr Gifford & Co. Inc., this 29 day of July 1942.

James D. Donald
Secretary

CARG003556

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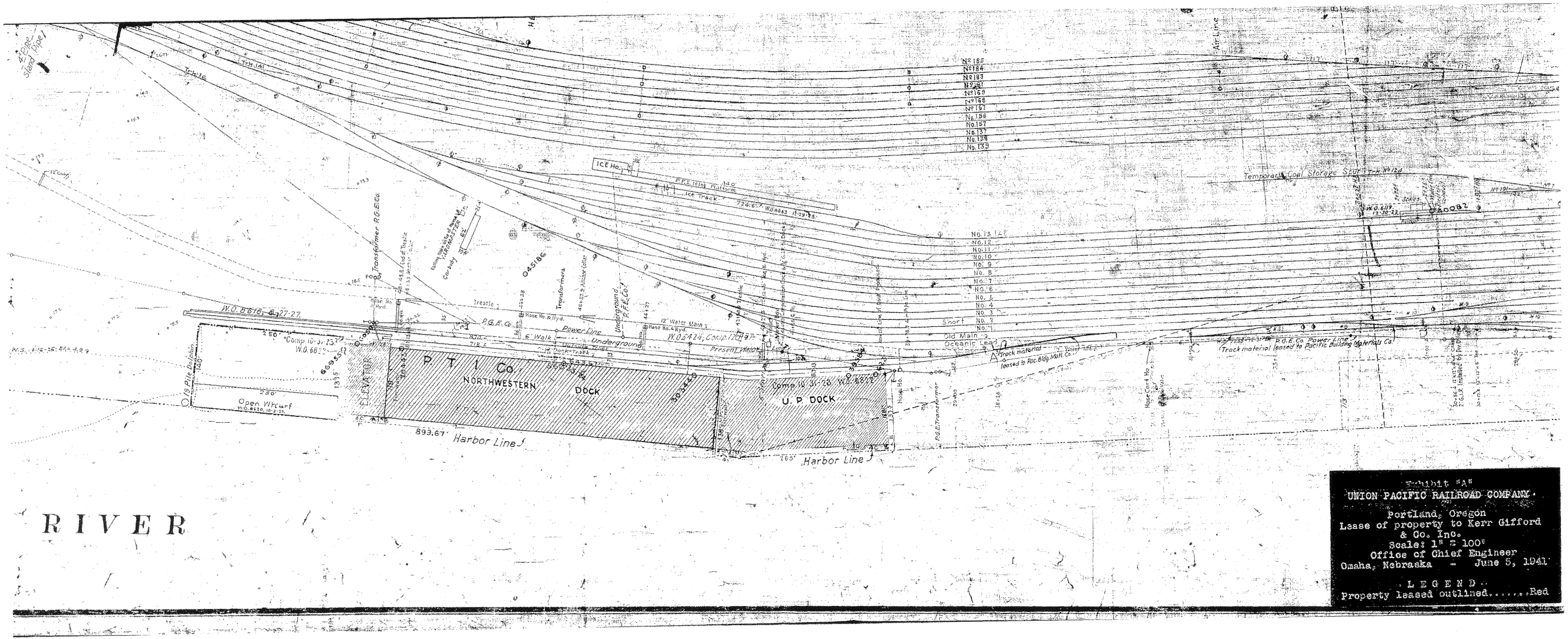

Exhibit "A"
UNION PACIFIC RAILROAD COMPANY
Portland, Oregon
Lease of property to Kerr Gifford & Co. Inc.
Scale: 1" = 100'
Office of Chief Engineer
Omaha, Nebraska - June 5, 1941

LEGEND
Property leased outlined.....Red

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Albina & Globe 0017.PDF

In correspondence regarding this lease please refer to Doc. No. R2281

26956-1

A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY

And

KERR GIFFORD & CO. INC.

DATED: August 17, 1947

(Covering lease of premises at Portland, Ore.)

Tonnage blank

CARG003560

re correspondence
regarding this lease
please refer to Docu
No. R2281

THIS AGREEMENT made and entered into this 17th day of August, 1947, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Lessor"), party of the first part, and KERR GIFFORD & CO. INC., an Oregon corporation (hereinafter called "Lessee"), party of the second part,

W I T N E S S E T H:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. PREMISES. For and in consideration of the covenants and payments hereinafter mentioned to be performed and made by the Lessee and upon the terms and conditions hereinafter stated, the Lessor hereby agrees to lease and let and does hereby lease and let unto the Lessee for the term hereinafter stated, the following described premises of the Lessor at Portland, in Multnomah County, Oregon:

> Beginning at the harbor monument set by the United States engineers in the center line of North Railroad Street produced northwesterly and distant North 52 degrees 30 minutes West 988 feet measured along said center line of North Railroad Street and said center line produced from the city monument at intersection of said North Railroad Street and North Harding Avenue; thence continuing North 52 degrees 30 minutes West, a distance of 3731 feet to an angle point in the harbor line of the Willamette River; thence Northwesterly along said harbor line a distance of 41.53 feet to the true point of beginning of this description; thence continuing Northwesterly along said harbor line a distance of 645.67 feet to a point; thence Northeasterly at right angles to said harbor line a distance of 138 feet to a point; thence Southeasterly parallel with and 138 feet distant from said harbor line a distance of 645.67 feet to a point; thence Southwesterly at right angles a distance of 138 feet to the true point of beginning of this description;

together with all improvements now located thereon; subject to the rights, if any, of the State of Oregon in and to so much, if any, of said premises as lies below the ordinary low-water mark of the Willamette River, and to the rights of navigation in, upon and along said river. The premises hereinbefore in this section described are shown and represented by outline of red color on map hereto annexed, marked "Exhibit A" and by this reference made and constituted a part of this agreement.

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Section 2. TERM. The term of this lease shall be and is the period of one (1) year commencing on the 17th day of August, 1947, and ending on the 16th day of August, 1948. If the Lessee shall not then be in default, it shall have the right (except as hereinafter provided) to extend the term of this lease and each and all of the terms, provisions and conditions thereof, for one (1) year commencing August 17, 1948, and ending August 16, 1949, by giving to the Lessor written notice of its election so to do not less than sixty (60) days before August 17, 1948; provided, however, the Lessee shall not have the right to extend the term of this lease as aforesaid if the Lessor notifies the Lessee in writing before June 1, 1948, of the Lessor's desire to negotiate with the Lessee for a different rental than the rental herein elsewhere stated.

Section 3. RENTAL. The Lessee shall and will pay to the Lessor during the entire term of this agreement, as rental for the premises hereby leased, the following sums:

(a) The sum of Eighteen Thousand Dollars ($18,000.00) per annum; and

(b) A sum equal to ten cents (10¢) for each ton of two thousand (2000) pounds in excess of forty-five thousand (45,000) tons per annum of grain (as herein defined) stored or handled in, upon or through the leased premises or improvements thereon during the term hereof.

The term "grain" as used in this section, shall mean and include oats, wheat, corn, barley and any and all other kinds of grain and grain products, whether of a similar or dissimilar nature.

The rental payable under paragraph (a) of this section, shall be paid by the Lessee to the Lessor in equal monthly installments during the entire term of this lease and shall be payable monthly in advance on the first day of each and every month during said term.

The rental payable under paragraph (b) of this section, shall be determined as soon as may be after the 16th day of August, 1948, and (if this lease is extended) the 16th day of August, 1949; provided that in event of sooner termination of this lease, the rental payable under paragraph (b) shall be determined forthwith. In either instance said rental payable under paragraph (b) shall be paid within twenty (20) days after determination.

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The rental payable under paragraph (b) of this section, shall be determined according to the actual quantity of grain (as herein defined) so handled or stored, whether handled or stored by the Lessee or by any subtenant of the Lessee or by any other person, firm or corporation at the invitation or with the permission or consent of the Lessee. The Lessee will at all times keep and maintain a true and accurate record of all grain so handled or stored. To aid the Lessor in determining said quantity, the Lessee shall and will furnish to the Lessor, under oath, a true statement or statements thereof, and the Lessor shall have the right of access to the Lessee's records for the purpose of verifying the same; but the Lessor may determine said quantity in any other proper manner.

Section 4. USE, ABANDONMENT AND SUBLETTING. The Lessee shall and will use said premises only for the storage and handling of grain as defined in Section 3 and not for any other purpose. If the Lessee abandons the leased premises, the Lessor may enter upon and take possession of the same and non-use thereof for the purpose herein mentioned continuing for ninety (90) days shall be sufficient and conclusive evidence of such abandonment. The Lessee shall not and will not without the written consent of the Lessor first had and obtained, assign this lease or any interest herein nor sublet the leased premises in whole or in part. Any assigning or subletting, whether voluntary or involuntary, or by operation of law, made or attempted without such consent, shall be null and void and shall be cause for termination of this lease by the Lessor if it so elects. Permission is hereby granted for subletting to any subsidiary corporation wholly owned by the Lessee or to any duly licensed field warehousing corporation; but no such subletting shall release the Lessee from any obligations of this agreement, and any sublease so made shall be subject to the provisions of this agreement and shall not extend beyond the term thereof, and the Lessor shall be notified in writing of each and every sublease made pursuant to the foregoing permission.

Section 5. REPAIRS. The improvements upon the leased premises consist of a grain warehouse and elevator and a wharf, and appurtenances thereof. The Lessor, at its own expense, will maintain said structures, excepting machinery and equipment therein, which machinery and equipment the Lessee will maintain in good condition and repair, at its own cost and expense. The Lessee will also at its own expense, promptly repair and restore any damage or injury to the premises or buildings caused by the act, omission or neglect of the Lessee, its officers, agents, servants or employes. The Lessee shall and will give timely notice to the Lessor of any defect which the Lessor is herein obligated to repair.

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Section 6. TAXES. The Lessor shall and will pay all taxes and assessments lawfully levied upon and against the leased premises and improvements thereon and appurtenances thereof, not, however, including property of or in the custody of the Lessee or its subtenants in, upon or about said premises. The Lessee shall and will pay or cause to be paid to the tax collecting officer, before delinquency, all personal property taxes and other taxes on property of or in the custody of the Lessee or its subtenants, which would or might, if unpaid, become or constitute a lien or liens upon or against said premises or improvements or any part thereof, and the Lessee shall, if required by the Lessor, furnish the latter satisfactory evidence of the payment of such taxes.

Section 7. ADDITIONS AND IMPROVEMENTS. The Lessor shall not be required or obligated to make any additions to, changes or alterations in or improvements or betterments of the premises or improvements hereby leased or appurtenances thereof, or to furnish or install therein any machinery, apparatus, equipment or facilities of any kind or nature whatsoever, it being expressly understood and agreed that the Lessee accepts the premises and improvements thereon in present condition and with present equipment; but if the Lessor does make any additions, changes or alterations or improvements or betterments, the Lessee shall and will pay the Lessor, in addition to the rental mentioned in Section 3 hereof, interest upon the cost to the Lessor of such additions, changes, alterations, improvements or betterments, at the rate of seven per cent (7%) per annum, payments thereof to be made at the same times as payments are made of the rental mentioned in paragraph (a) of Section 3 hereof.

Section 8. CARE OF PREMISES. In its use and occupancy of the leased premises and improvements thereon, the Lessee shall and will observe and exercise reasonable care and caution against damage thereto or destruction thereof by fire or otherwise. The Lessee shall not commit or suffer waste thereof or injury thereto, and shall not use or permit the use of same for any illegal or immoral purpose, and the Lessee shall not maintain or suffer to be maintained on said premises or any part thereof, any nuisance or any offensive object, matter or thing, and the Lessee, at its own expense, will at all times keep the same neat, clean and in presentable condition. It shall not place or maintain or permit others to place or maintain any signs or advertisements whatsoever upon or about said premises or improvements, except only advertisements relating to the business of the Lessee. The Lessee shall not and will not do, suffer or permit anything upon or about said premises or improvements which will or may increase the fire hazard thereon.

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The Lessee shall not and will not overload the improvements on said premises, and shall and will observe reasonable load limits. The Lessor shall have the right, but shall not be obligated, to designate such load limits, and the Lessee shall and will observe and comply with any load limits so designated by the Lessor. Omission of the Lessor to designate load limits shall not relieve the Lessee from the obligation to observe reasonable load limits.

No gunpowder, gasoline, dynamite or other explosive or inflammable material shall be stored or kept upon or about the leased premises. Nothing herein contained, however, shall prevent the storage of oil or gasoline upon the leased premises to the extent reasonably necessary for the conduct of the Lessee's business thereon as defined in Section 4 of this agreement; provided, however, that in such case the Lessee shall strictly comply with all statutory and municipal regulations relating to the storage and handling of such commodities.

Section 9. LIENS. The Lessee shall pay, when due and before any lien shall attach to the leased premises, if same may lawfully be asserted, all charges for water, light, heat, power and other services of whatsoever nature or kind furnished to or upon or for the benefit of the leased premises, and shall fully and promptly pay for all materials, if any, affixed to or delivered for use upon said premises, and shall fully and promptly pay all persons, if any, who perform labor or services upon or about said premises, and the Lessee shall not permit or suffer any mechanic's, materialman's or other lien of any kind or nature whatsoever to attach to or be enforced against the Lessor or said premises, or any part thereof, for any work done or material furnished thereon; and the Lessee agrees to indemnify and save and hold harmless the Lessor and its property from and against any and all liens, claims, demands, costs and expenses of whatsoever kind or nature in any wise connected with or growing out of any such work done, labor performed or materials or services furnished or any other matter or thing hereinbefore in this section mentioned.

Section 10. TRACK CLEARANCES. No building, platform or other structure shall be erected or maintained and no material or obstruction of any kind or character shall be placed, piled, stored, stacked or maintained closer than eight (8) feet six (6) inches to the center line of the nearest track of the Lessor; PROVIDED, however, that in the case of platforms not higher than four (4) feet above the top of the rail a minimum clearance of seven (7) feet three (3) inches from the center line of the nearest track of the Lessor will be permitted; and PROVIDED FURTHER that along and adjacent to, and for one car length beyond, those portions of track having a curvature greater than ten (10) degrees the clearances hereinbefore provided shall, with reference to

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platforms four (4) feet or less in height, be increased horizontally six (6) inches, and with reference to all buildings, platforms, structures and other obstructions greater than four (4) feet in height, shall be increased horizontally one (1) foot; and PROVIDED FURTHER that if by statute or order of competent public authority greater clearances shall be required than those provided for in this section, then the Lessee shall strictly comply with such statute or order. All doors, windows or gates shall be of the sliding type or shall open towards the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates, if opening outward, would, when opened, impair the clearances in this section prescribed.

The Lessee shall not locate or permit the location or erection of any poles upon the property of the Lessor, nor of any beams, pipes, wires, structures or other obstruction over or under any tracks of the Lessor without its consent.

Section 11. BREACH OF CONTRACT. The Lessee shall be liable for any and all injury or damage to persons or property, of whatsoever nature or kind, arising out of or contributed to by any breach in whole or in part of any covenant of this agreement.

Section 12. INDEMNITY. The Lessee accepts the leased premises and all improvements thereon and appurtenances thereof, including machinery, equipment and facilities therein and thereon, in present condition, and assumes all risks incidental to the use and occupancy thereof. The Lessee shall and will indemnify and save harmless the Lessor from and against any and all loss, cost, damage, expense and liability resulting from injury to or death of persons whomsoever or loss or destruction of or damage to property whatsoever, directly or indirectly resulting or in any manner arising from any defective or dangerous condition in, upon or about the premises or improvements, machinery, equipment, facilities or appurtenances, whether known or unknown, apparent or concealed.

Section 13. INDEMNITY - FIRE DAMAGE. It is understood by the parties hereto that the leased premises are in dangerous proximity to the tracks of the Lessor, and by reason thereof there will be constant danger of injury and damage by fire, and the Lessee accepts this lease subject to such danger.

It is therefore agreed, as one of the material considerations for this lease and without which the same would not be granted by the Lessor, that the Lessee assumes all risk of loss, damage or destruction of or to property of the Lessee on the leased premises, and of or to other property brought thereon

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by the Lessee or by any other person with the knowledge or consent of the Lessee, and of or to property in proximity to the leased premises when connected with or incidental to the occupation thereof, and any incidental loss or injury to the business of the Lessee, where such loss, damage, destruction or injury is occasioned by fire caused by, or resulting from, the operation of the railroad of the Lessor, whether such fire be the result of defective engines, or of negligence on the part of the Lessor or of negligence or misconduct on the part of any officer, servant or employe of the Lessor, or otherwise, and the Lessee hereby agrees to indemnify and hold harmless the Lessor from and against all liability, causes of action, claims or demands which any person may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, damage, destruction or injury, including any claim, cause of action or demand which any insurer of such property may at any time assert, or undertake to assert, against the Lessor.

Section 14. INSPECTION. The Lessor, by and through its officers, agents, servants, employes and authorized representatives, shall, at any and all reasonable times, have the right and be privileged to go, be and enter upon the leased premises and any and all buildings, improvements and structures thereon, for the purpose of examining and inspecting the same, and the Lessee shall and will afford such persons reasonable opportunity for access to any and all parts of said premises, buildings, improvements and structures.

Section 15. DESTRUCTION OF IMPROVEMENTS. In the event that fire or other casualty shall during the term of this lease destroy the improvements on the leased premises, or damage same to such extent as to render continuance of the Lessee's business therein impracticable, this lease may be terminated, at the option of either party, by written notice given to the other party within thirty (30) days after such occurrence. Unless terminated as hereinbefore in this section provided, this lease shall continue and improvements shall be restored by the Lessor with reasonable promptness, subject to reasonable and proportionate abatement of rental during period of repair or restoration. In either event the Lessor shall be entitled to collect and retain the proceeds of all insurance policies covering the property of the Lessor damaged or destroyed.

Section 16. DEFAULT. If the Lessee shall fail or refuse to do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement to be by it done, kept, observed and performed, or to make each and all of the rental and other payments in this agreement required to be made by it, at the time and in the manner herein provided,

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then the Lessor may immediately or at any time thereafter lawfully terminate this lease and immediately or at any time thereafter enter into and upon the premises or any part thereof in the name of the whole, and repossess the same as of its former estate and expel the Lessee and those claiming by, through or under it, and remove its property and property in its custody, or in the custody of its subtenants, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; provided, however, that before exercising its rights of termination and reentry as provided in this section the Lessor shall and will give to the Lessee at least thirty (30) days' notice in writing of its intention so to do and afford the Lessee an opportunity within said thirty-day period to remedy or correct the breach or default involved. Waiver by the Lessor of a breach of covenant or condition in any particular instance shall not be deemed or considered to be a waiver of any subsequent breach.

Section 17. NOTICES. Any notice to be given by the Lessor to the Lessee as provided in this agreement may be signed by the Lessor's General Manager or its Manager of Properties and mailed or delivered to the Lessee at Room 1000, Lewis Building, Portland, Oregon, or at such other place as the Lessee may designate. Any notice to be given by the Lessee to the Lessor as provided in this agreement may be signed by the President, Secretary or Manager of the Lessee and mailed or delivered to the Lessor's General Manager or Manager of Properties in the Pittock Block, at Portland, Oregon, or at such other place as the Lessor may designate.

Section 18. POSSESSION. If the Lessee shall do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement to be by it done, kept, observed and performed and shall make all payments required to be made by it in this agreement, at the time and in the manner herein provided, then the Lessee may occupy said premises peaceably and quietly without let or hindrance on the part of the Lessor or any person lawfully claiming said premises.

Section 19. SUCCESSORS AND ASSIGNS. This agreement and each and all of the terms, provisions, conditions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither the provisions of this section nor any other reference contained in this agreement shall be deemed to abrogate or modify the prohibitions against assignment and subletting herein elsewhere contained.

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Section 20. SURRENDER OF PREMISES. Upon the expiration or sooner termination of this lease, the Lessee shall and will peaceably and quietly vacate the premises and surrender same to the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein stated.

UNION PACIFIC RAILROAD COMPANY

By _____
Vice President

Attest:

_____
Assistant Secretary

KERR GIFFORD & CO. INC.

By _____
President

Attest:

_____
Secretary

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RESOLVED that the President and Secretary of this company be and they are hereby authorized and directed in the name and on behalf of the company, to make, execute and deliver an agreement in writing with Union Pacific Railroad Company whereby this company leases from said Railroad Company for period commencing on the 17th day of August, 1947, and ending on the 16th day of August, 1948, said Railroad Company's grain warehouse, elevator and wharf, commonly known as the Northwestern Dock and Elevator, on the east side of the Willamette River in the City of Portland, Oregon, for the consideration and upon and subject to the terms, provisions and conditions stated in contract submitted by said Railroad Company, the terms of which are fully known, understood and approved by this board.

I, JOHN W. S. PLATT hereby certify that I am the Secretary of KERR GIFFORD & CO. INC., a corporation organized under the laws of the State of Oregon, and that this foregoing copy of resolution is a true copy of the original resolution passed by the Board of Directors of said company at a meeting called and held in the office of the company at Portland, Oregon, on the 17 day of October 1947, at which meeting a quorum of said directors was present, and of which meeting all directors were duly notified.

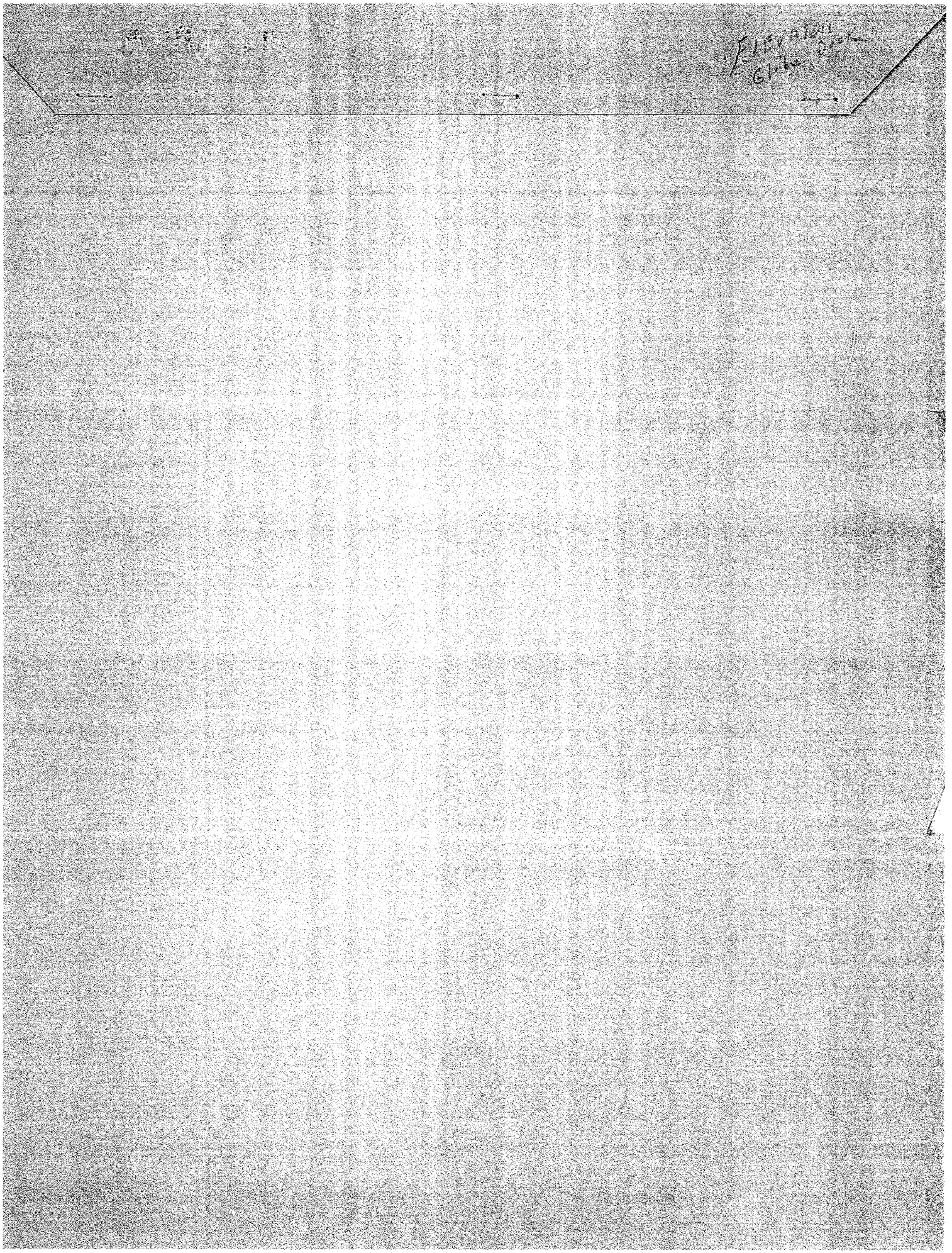
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Kerr Gifford & Co. Inc., this 17 day of October 1947.

John W. S. Platt

Secretary

CARG003570

Albina & Globe 0019.PDF



CARG003572

n/a 154

BOOK 1702 PAGE 542

DEED

KNOW ALL MEN BY THESE PRESENTS, That KERR GIFFORD & CO. INC., an Oregon corporation, Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration to it paid by CARGILL, INCORPORATED, a corporation, Grantee, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, to-wit:

> Commencing at the point of intersection of the center lines of North Williams Avenue with North Holladay Street in the City of Portland; thence West along the center line of said North Holladay Street a distance of 762.3 feet to a point; thence South at right angles from the center line of said North Holladay Street a distance of 276.6 feet to a point in the Easterly harbor line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence North 34° 13' West along said harbor line a distance of 39.43 feet to a point in the Southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company dated December 5, 1887, recorded in Deed Records 100, page 37, Records of the County of Multnomah; thence North 47°12'40" East along the said Southeasterly line of the parcel of land as described in the last mentioned indenture a distance of 153.66 feet to a point in the Southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company by that certain indenture dated November 22, 1884, recorded in Deed Records 95 page 92, Records of Multnomah County; thence South 57°44' East along the said Southwesterly line of that parcel of land described in the last mentioned indenture, a distance of 146.10 feet to a point, in the West line of North Crosby Avenue, distant 178.0 feet Southerly along the said West line of North Crosby Avenue from the intersection of the said West line of North Crosby Avenue with the Southerly line of North Holladay Street; thence South 0°17' West along the said West line of North Crosby Avenue, a distance of 72.0 feet to the point of intersection of the said West line of North Crosby Avenue with the South line of North Pacific Street; thence South 89°43' East along the said South line of North Pacific Street, a distance of 116.0 feet to a point distant

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144.00 feet Westerly along the said South line of North Pacific Street from the intersection of the last mentioned line with the West line of North Larrabee Avenue; thence South 53°06'15" East a distance of 179.40 feet to a point in the West line of North Larrabee Avenue distant Southerly along said West line of North Larrabee Avenue, 107.0 feet from the last described intersection of said West line of North Larrabee Avenue with the said South line of North Pacific Street; thence South 0°17' West along the said West line of North Larrabee Avenue a distance of 143.0 feet to the point of intersection of the said West line of North Larrabee Avenue with the South line of North Oregon Street; thence South 89°43' East along the said South line of North Oregon Street a distance of 13.97 feet to a point that is distant 50.0 feet Westerly, measured radially from the common center line between the Northerly double-track railroad as now constructed on the ground; thence Southwesterly on the arc of a curve to the right, parallel to the last mentioned center line between said double tracks, having a radius of 308.39 feet, an arc distance of 180.52 feet (the chord of said curve bears South 31°50'50" West a distance of 177.94 feet) to a point in the said harbor line; thence North 43°22'30" West along said harbor line a distance of 571.66 feet to the point of beginning; in the City of Portland, County of Multnomah and State of Oregon.

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and the corporate seal to be affixed this 12th day of November 1954.

KERR GIFFORD & CO. INC.

Attest:

By _____
President

_____
Secretary

NO REVENUE STAMPS; EXEMPT UNDER REGULATION 71 (1941) SECTION 113.83(g)

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BOOK 1702 PAGE 514

STATE OF OREGON)
: ss
County of Multnomah)

On this 18th day of January, 1954, before me appeared Thomas Kerr and J. J. Sarsfield, to me personally known, who, being duly sworn, did say that he, the said Thomas Kerr is the President, and he, the said J. J. Sarsfield is the Secretary of KERR GIFFORD & CO. INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thomas Kerr and J. J. Sarsfield acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate written.

Eugene K. Tapp
Notary Public for Oregon

My commission expires:

MY COMMISSION EXPIRES JULY 12, 1958

(SEAL) DOCUMENT 4496 RECORDED JAN 20 1954 1:43P M. J. COLVIN, County Clerk

CARG003575

4496

DEED

Kerr Gifford & Co. Inc.,
an Oregon corporation,

to

Cargill, Incorporated, a
corporation

STATE OF OREGON, }
County of Multnomah } ss.

I, Si Cohn, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of DEED of said County at

1933 JAN 28 PM 1 43

In Book 1702 On Page 542

Witness my hand and seal of office affixed.

SI COHN,
County Clerk.

By [illegible]
Deputy.

Form Co. Clk.-25 Recording Certificate

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

CARG003576

Albina & Globe 0020.PDF

KNOW ALL MEN BY THESE PRESENTS: That TERMINAL FLOUR MILLS CO., an Oregon corporation, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid by KERR GIFFORD & CO., INC., an Oregon corporation, the receipt of which is hereby acknowledged, does bargain, sell, transfer, set over and deliver unto the said Kerr Gifford & Co., Inc., its successors and assigns, all its right, title and interest in and to three grain tanks or bins immediately adjoining on the north the property of the Terminal Flour Mills Co. this day conveyed to the said Kerr Gifford & Co., Inc., which tanks or bins are located on real property the title to which is vested in the Oregon-Washington Railroad & Navigation Company.

TO HAVE AND TO HOLD the same unto the said Kerr Gifford & Co., its successors and assigns. And the said Terminal Flour Mills Co. does covenant to and with the said Kerr Gifford & Co., Inc., that it is the owner of said tanks or bins and that the same are free and clear of all encumbrances except as to any claims which may be asserted by the Oregon-Washington Railroad & Navigation Company and the Union Pacific Railroad Company, or either of them, as the owners of the real property on which said tanks or bins are located; that they are free from all encumbrances, except as to the claims of said railroad companies and except as to the taxes levied against the same for the fiscal year commencing January 1, 1942, and subsequent thereto, and that it will warrant and defend the same unto the said Kerr Gifford & Co., Inc., its successors and assigns, against the lawful claims and demands of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, Terminal Flour Mills Co., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary and its corporate seal to be hereunto affixed this 29th day of May, 1942.

TERMINAL FLOUR MILLS CO.

By W. P. Younger
President

By [signature]
Secretary

CARG003578

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of May, 1943, before me appeared W. H. YOUNGER and V. V. PENDERGRASS, both to me personally known, who being duly sworn, did say that he, the said W. H. YOUNGER, is the President, and he, the said V. V. PENDERGRASS, is the Secretary of TERMINAL FLOUR MILLS CO., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. H. YOUNGER and V. V. PENDERGRASS acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first in this, my certificate, written.

Virginia Southwick
Notary Public for Oregon
My commission expires Feb. 20, 1946

Albina & Globe 0021.PDF

AGREEMENT between TERMINAL FLOUR MILLS CO., an Oregon corporation, hereinafter called the "Seller", and KERR GIFFORD & CO., INC., an Oregon corporation, hereinafter called the "Purchaser":

Under date of May 29, 1942, the parties hereto did make and enter into an agreement covering the sale and purchase of certain real property situate in Wheelers Addition to East Portland, now within the corporate limits of the City of Portland, Multnomah County, Oregon, which is commonly referred to as the Globe Dock property, to which agreement reference is hereby made.

It is provided in paragraph 3 of said agreement that the Seller shall be and is relieved from any further obligation to effect the exchange of the properties with the Union Pacific Railroad Company, as required by the agreement of November 22, 1941, therein mentioned; that the Purchaser shall and does assume such obligation and does agree to use its best endeavors to effect such exchange on or before the first day of May, 1944, and that, in the event of the failure of the Purchaser to accomplish this purpose by March 1, 1944, the Seller shall, within sixty days after receipt of request therefor from the Purchaser, pay to the Purchaser the sum of Five Thousand 00/100 ($5000.00) Dollars as liquidated damages or acquire and transfer to the Purchaser the real property therein described.

Since the execution of said agreement the Purchaser has been endeavoring to effect this exchange but, because of the existing war conditions and the consequent necessity for attention by the railroad company to matters of greater importance, action on the proposed exchange has been delayed. Under date of February 14, 1944, the parties hereto did enter into an agreement extending the time of performance of the obligations of the respective parties for a period of one year from the respective expiration dates, during which time further efforts have been made to effect the proposed exchange, but thus far without result.

Although the railroad company has now again promised to expedite the completion of this transaction, it is realized that further difficulties may interfere therewith and that it is accordingly proper, under all the circumstances, further to extend the time of performance of said agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable considerations each to the other party moving, the receipt of which is hereby acknowledged, the parties hereto do hereby agree:

1. The time of performance of the obligations of the respective parties hereto in accordance with the provisions of paragraph 3 of the above mentioned agreement shall be and the same is hereby extended for a period of one year from the present expiration thereof; that is, for a period of one year from the first day of May, 1945, to the first day of May, 1946, as to the time of the completion of the transaction, and for a period of one year from the first day of March, 1945, to the first day of March, 1946, as to the date after which request for performance may be given by the Purchaser to the Seller.

2. Except as herein expresely modified, all of the provisions contained in said agreement as of May 29, 1942, shall continue in full force and effect.

EXECUTED this 18 day of April, 1945.

TERMINAL FLOUR MILLS CO. "Seller"

By _____ President

By _____ Secretary

KERR GIFFORD & CO., INC. "Purchaser"

By _____ VICE PRESIDENT

By _____ SECRETARY

CARG003581

Albina & Globe 0023.PDF

THIS AGREEMENT dated this 29th day of May, 1942, between TERMINAL FLOUR MILLS CO., hereinafter referred to as "Seller", and KERR GIFFORD & CO., INC., hereinafter referred to as "Purchaser",

W I T N E S S E T H :

By agreement in writing dated November 22, 1941, the Seller agreed to sell to the Purchaser, and the Purchaser agreed to buy from the Seller the following described real property situated in Multnomah County, Oregon:

All that certain piece or parcel of land situate, lying and being in WHEELERS ADDITION TO EAST PORTLAND, now City of Portland, County of Multnomah, State of Oregon, particularly described as follows:

Commencing at the intersection of the center lines of North Williams Avenue with N. Holladay Street in the City of Portland; thence West along the center line of said N. Holladay Street 762.3 feet; thence South at right angles from the center line of said N. Holladay Street 276.6 feet to a point in the easterly Harbor Line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence N 34°13' West along said Harbor line 39.43 feet to a point in the Southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company dated December 5, 1887, recorded in Deed Record 100, Page 37, Records of the County of Multnomah; thence N 47°12'40" East along the said Southeasterly line of the parcel of land as described in the last mentioned indenture, 153.66 feet to a point in the Southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company by that certain indenture dated November 22, 1884, recorded in Deed Records 95, Page 92, Records of Multnomah County; thence S 57°44' East along the Southwesterly Line of that parcel of land as described in the last-mentioned indenture, 146.10 feet to a point in the West line of North Crosby Avenue, 178.0 feet Southerly along the said West line of North Crosby Avenue from the intersection of said West line of North Crosby Avenue with the Southerly line of N. Holladay Street; thence S 0°17' West along the West line of N. Crosby Avenue, 72.0 feet to the intersection of the West line of N. Crosby Avenue with the South line of N. Pacific Street; thence S 89°43' East along the South line of N. Pacific Street, 116.0 feet to a point distant 144.0 feet westerly along said South line of N. Pacific Street from the intersection of the last mentioned line with the West

CARG003583

line of N. Larrabee Avenue; thence S 53°06'15" East, 179.40 feet to a point in the West line of N. Larrabee Avenue, Southerly along said West line of N. Larrabee Avenue 107.0 feet from the last-described intersection of the West line of N. Larrabee Avenue with the South line of N. Pacific Street; thence South 0°17' West along the West line of North Larrabee Avenue, 143.0 feet to the intersection of the West line of N. Larrabee Avenue with the South line of N. Oregon Street; thence South 89°43' East along the south line of N. Oregon Street, 13.97. feet to a point 50.0 feet Westerly, measured radially from the common center line between the Northerly double-track railroad as now constructed on the ground; thence Southwesterly on the arc of a curve to the right, parallel to the last-mentioned center-line between said double tracks, having a radius of 308.39 feet, an arc distance of 180.52 feet (the long chord of said curve bears South 31°50'50" West a distance of 177.94 feet) to a point in the said Harbor line; thence North 43°22'30" West along said Harbor line a distance of 571.66 feet to the point of beginning, within the corporate limits of the City of Portland, County of Multnomah, and State of Oregon.

The above described property is hereinafter referred to as "Globe property".

Said contract of November 22, 1941 contained the following provision:

"Seller is at the present time negotiating with Union Pacific Railroad Company for the exchange by said Union Pacific Railroad Company of a parcel of land approximately 56 feet x 130 feet adjoining the real property hereinabove described on the north, upon which three grain bins are located, for that portion of the property hereinabove described bounded by a line 8½ feet easterly from and parallel to the center line of the most westerly railroad house track and approximately 132 feet on N. Larrabee Avenue (not open) South 0 deg. 17 min. West, thence South 53 deg. 06'15" East 179.40 feet and thence South 89 deg. 43 min. East approximately 90 feet following the South line of N. Pacific Street (not open). Seller agrees, at its own cost and expense, to consummate said exchange and upon said exchange being completed, the description of the real property covered by this Agreement shall be modified to give effect thereto and the Seller shall furnish to the Purchaser an Abstract of Title covering the property acquired from Union Pacific Railroad Company. Should said exchange of properties be not completed by December 30, 1941, the Purchaser, at its option, may cancel this Agreement and if so cancelled, the Seller agrees to repay to the Purchaser the sum of $57,500.00, paid upon the signing of this agreement."

The parcel of land approximately 56'x130', adjoining the Globe property on the north, is hereinafter referred to as "Railroad property".

CARG003584

The Seller has been unable to effect the exchange with the Union Pacific Railroad Company of the properties referred to in said contract, and the Buyer has agreed, subject to the provisions hereinafter contained, to accept a conveyance of the Globe property, pay the balance of the purchase price, as provided in said contract of November 22, 1941, and assume the task of completing the exchange of properties with the Union Pacific Railroad Company.

NOW, THEREFORE, in consideration of the premises, and of other valuable considerations each to the other party moving, the receipt of which is hereby acknowledged, the parties hereto do hereby agree:

1. Immediately upon the execution of this agreement, the Purchaser shall pay to the Seller the sum of Fifty-seven Thousand Five Hundred 00/100 ($57,500.00) Dollars, together with interest thereon at the rate of three per cent (3%) per annum from the 31st day of December, 1941, until date of payment, in full payment of the balance of the purchase price of said property, it being understood that the grain of the Seller now stored in said premises (and also all grain which was stored therein on December 31, 1941, and has since been removed) shall be and is subject to the wharfage and storage charges in and by said agreement required to be paid.

2. At the same time and as a part of the same transaction, the Seller shall make, execute and deliver to the Purchaser its warranty deed covering the Globe property, and also a bill of sale with covenants of warranty, except as to any claims of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, covering all of its right, title and interest in

CARG003585

and to the three grain tanks or bins situate on the Railroad property, it being understood that the Seller has heretofore furnished to the Purchaser an Abstract of Title to the Globe property in accordance with the terms of said agreement, which Abstract has been accepted and approved by the Purchaser, and that no other evidence of title need be furnished with reference to the title to the Railroad property itself.

3. The Seller shall be and is hereby relieved from any further obligation to effect the exchange of the properties with the Union Pacific Railroad Company, as required by the agreement of November 22, 1941, hereinabove mentioned. The Purchaser shall and does hereby assume such obligation and does agree to use its best endeavors to effect such exchange on or before the first day of May, 1944. Upon such exchange being completed, the Seller shall pay to the Purchaser the actual cost of the title insurance policy to be given to the Oregon-Washington Railroad & Navigation Company or its nominee, and the revenue stamps on said deed of conveyance. In the event, however, of the inability of the Purchaser to accomplish this purpose by March 1, 1944, the Seller shall, within sixty (60) days after receipt of request therefor from the Purchaser:

(a) Pay to the Purchaser the sum of Five Thousand 00/100 ($5,000.00) Dollars as liquidated damages to compensate the Purchaser for all loss suffered by it resulting from the impossibility to acquire title to the Railroad property, which amount shall be accepted by the Purchaser in full satisfaction of all claims and demands of every kind and nature arising out of or in connection with this matter; or, as an alternative in the discretion of the Seller,

(b) Acquire by purchase or otherwise the title to that portion of the Railroad property on which the above mentioned

CARG003586

grain bins or tanks are located, together with the land lying between the southwest end of said tanks or bins and the Harbor line as now established, and convey the same by warranty deed to the Purchaser free and clear of all encumbrances as of the date of such conveyance, except taxes on the improvements located on said real property, including said grain bins or tanks, subject, however, to any rights or claims that the Purchaser may have acquired in or to said property by any means whatsoever. In such event, the Seller shall furnish the Purchaser a title insurance policy covering said property, showing marketable title thereto to be vested in the Seller free and clear of encumbrances, except as aforesaid.

4. Except as herein expressly modified, all of the provisions contained in said agreement of November 22, 1941 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

TERMINAL FLOUR MILLS CO. "Seller"

By W. T. Younger Pres.

By [illegible] Secy

KERR GIFFORD & CO., INC. "Purchaser"

By [illegible]

By Thomas Kerr

CARG003587

AGREEMENT

between

TERMINAL FLOUR MILLS CO.

and

KERR GIFFORD & CO., INC.

DEY, HAMPSON & NELSON

ATTORNEYS AT LAW

800 PACIFIC BUILDING

PORTLAND, OREGON

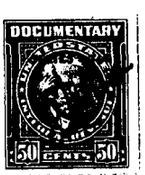
CARG003588

Albina & Globe 0022.PDF

KNOW ALL MEN BY THESE PRESENTS: That TERMINAL FLOUR MILLS CO., a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, in consideration of the sum of Ten Dollars and other valuable considerations to it paid by KERR GIFFORD & CO., INC., an Oregon corporation, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Kerr Gifford & Co., Inc., its successors and assigns, the following described real property, situate in the County of Multnomah, State of Oregon, to-wit:

All that certain piece or parcel of land situate, lying and being in WHEELERS ADDITION TO EAST PORTLAND, now City of Portland, County of Multnomah, State of Oregon, particularly described as follows:

Commencing at the intersection of the center lines of North Williams Avenue with North Holladay Street in the City of Portland; thence West along the center line of said North Holladay Street, 762.3 feet; thence South at right angles from the center line of said North Holladay Street, 276.6 feet to a point in the easterly Harbor Line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence North 34 degrees 13 minutes West along said Harbor Line, 39.43 feet to a point in the southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company dated December 5, 1887, recorded in Deed Record 100, Page 37, Records of the County of Multnomah; thence North 47 degrees 12 minutes 40 seconds East along the said southeasterly line of the parcel of land as described in the last mentioned indenture, 153.66 feet to a point in the southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company by that certain indenture dated November 22, 1884, recorded in Deed Records 95, Page 92, Records of Multnomah County; thence South 57 degrees 44 minutes East along the southwesterly line of that parcel of land as described in the last-mentioned indenture, 146.10 feet to a point in the West line of North Crosby Avenue, 178.0 feet southerly along the West line of North Crosby Avenue from the intersection of said West line of North Crosby Avenue with the southerly line of North Holladay Street; thence South 0 degrees 17 minutes West along the West line of North Crosby Avenue, 72.0 feet to the intersection of the West line of North Crosby Avenue with the South line of North Pacific Street; thence South 89 degrees 45 minutes East along the South line of North Pacific Street, 116.0 feet to a point distant 144.0 feet westerly along said South line of North Pacific Street from the intersection of the last mentioned line with the West line of North Larrabee Avenue; thence South 53 degrees 06 minutes 15 seconds East, 179.40 feet to a point in the West line of North



CARG003590

Larrabee Avenue, southerly along said West line of North Larrabee Avenue 107.0 feet from the last described intersection of the West line of North Larrabee Avenue with the South line of North Pacific Street; thence South 0 degrees 17 minutes West along the West line of North Larrabee Avenue, 143.0 feet to the intersection of the West line of North Larrabee Avenue with the South line of North Oregon Street; thence South 89 degrees 43 minutes East along the South line of North Oregon Street, 13.97 feet to a point 50.0 feet westerly, measured radially from the common center line between the northerly double-track railroad as now constructed on the ground; thence southwesterly on the arc of a curve to the right, parallel to the last-mentioned center line between said double tracks, having a radius of 303.39 feet, an arc distance of 180.58 feet (the long chord of said curve bears South 31 degrees 50 minutes 50 seconds West a distance of 177.94 feet) to a point in the said Harbor line; thence North 43 degrees 22 minutes 30 seconds West along said Harbor Line a distance of 571.66 feet to the point of beginning, within the corporate limits of the City of Portland, County of Multnomah and State of Oregon.

TO HAVE AND TO HOLD the same unto the said Kerr Gifford & Co., Inc., its successors and assigns, forever. And the said Terminal Flour Mills Co. does covenant with the said Kerr Gifford & Co., Inc., that it is lawfully seized in fee simple of the above described real property and has a valid right to convey the same; that said real property is free from all encumbrances, except the interest of the Union Pacific Railroad Company in railroad trackage located upon said property, and except the taxes levied for the fiscal year commencing January 1, 1943, and subsequent taxes, and that it will warrant and defend the same unto the said grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever, except as above stated.

IN WITNESS THEREOF, Terminal Flour Mills Co., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary and its corporate seal to be hereunto affixed this 29th day of May, 1943.

TERMINAL FLOUR MILLS CO.

By W. P. Younger
President

By [illegible]
Secretary

TERMINAL FLOUR MILLS CO. SEAL PORTLAND, ORE.

CARG003591

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of May, 1942, before me appeared W. H. YOUNGER and V. V. PENDERGRASS, both to me personally known, who being duly sworn, did say that he, the said W. H. YOUNGER, is the President, and he, the said V. V. PENDERGRASS, is the Secretary of TERMINAL FLOUR MILLS CO., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. H. YOUNGER and V. V. PENDERGRASS acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first in this, my certificate, written.

VIRGINIA SOUTHWICK NOTARY PUBLIC STATE OF OREGON

Virginia Southwick
Notary Public for Oregon
My commission expires Feb. 20, 1946

CARG003592

STATE OF OREGON, } ss.
County of Multnomah }

I, A. A. Bailey, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of Deeds

.....of said County at

1942 JUN 1 AM 11 58

In Book 685 On Page 339

Witness my hand and seal of office affixed.

A. A. BAILEY,
County Clerk.

J W Garner
Deputy.

Form Co. Clk.-25 Recording Certificate

Return To
Dey, Hampson & Nelson
800 Pacific Bldg
Portland Or

CARG003593

Albina & Globe 0024.PDF

BOOK 665 PAGE 432

THIS AGREEMENT made this 22ND day of November, 1941, between TERMINAL FLOUR MILLS CO., an Oregon corporation, party of the first part, hereinafter referred to as "Seller", and KERR GIFFORD & CO., INC., party of the second part, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That in consideration of the agreements and covenants herein contained and the payments to be made as hereinafter specified, the Seller sells and agrees to ~~pay~~ convey to the Purchaser and the Purchaser buys from and agrees to pay to the Seller for the following described real property situated in Multnomah County, Oregon:

All that certain piece or parcel of land situate, lying and being in WHEELERS ADDITION TO EAST PORTLAND, now City of Portland, County of Multnomah, State of Oregon, particularly described as follows:

Commencing at the intersection of the center lines of North Williams Avenue with N. Holladay Street in the City of Portland; thence West along the center line of said N. Holladay Street, 762.3 feet; thence South at right angles from the center line of said N. Holladay Street, 276.6 feet to a point in the easterly Harbor Line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence N 34 deg. 13 min. West along said Harbor line 39.43 feet to a point in the Southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company dated December 5, 1887, recorded in Deed Record 100, Page 37, Records of the County of Multnomah; thence N 47 deg. 12 min. 40 seconds East along the said Southeasterly line of the parcel of land as described in the last mentioned indenture, 153.66 feet to a point in the Southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company by that certain indenture dated November 22, 1884, recorded in Deed Records 95, Page 92, Records of Multnomah County; thence S 57 deg. 44 min. East along the Southwesterly line of that parcel of land as described in the last-mentioned indenture, 146.10 feet to a point in the West line of North Crosby Avenue, 178.0 feet Southerly along the West line of North Crosby Avenue from the intersection of said West line of North Crosby Avenue with the Southerly line of N. Holladay Street; thence S 0 deg. 17 min. West along the West line of N. Crosby Avenue, 72.0 feet to the intersection of the West line of N. Crosby Avenue with the South line of N. Pacific Street; thence S. 89 deg. 43 min. East along the South line of N. Pacific Street, 116.0 feet to a point distant 144.0 feet westerly along said

CARG003595

South line of N. Pacific Street from the intersection of the last mentioned line with the West line of N. Larrabee Avenue; thence S 53 deg. 06'15" East, 179.40 feet to a point in the West line of N. Larrabee Avenue, Southerly along said West line of N. Larrabee Avenue 107.0 feet from the last-described intersection of the West line of N. Larrabee Avenue with the South line of N. Pacific Street; thence South 0 deg. 17 min. West along the West line of North Larrabee Avenue, 143.0 feet to the intersection of the West line of N. Larrabee Avenue with the South line of N. Oregon Street; thence South 89 deg. 43 min. East along the South line of N. Oregon Street, 13.97 feet to a point 50.0 feet Westerly, measured radially from the common center line between the Northerly double-track railroad as now constructed on the ground; thence Southwesterly on the arc of a curve to the right, parallel to the last-mentioned center line between said double tracks, having a radius of 308.39 feet, an arc distance of 180.52 feet (the long chord of said curve bears South 31 deg. 50'50" West a distance of 177.94 feet) to a point in the said Harbor line; thence North 43 deg. 22'30" West along said Harbor line a distance of 571.66 feet to the point of beginning, within the corporate limits of the City of Portland, County of Multnomah and State of Oregon.

The total purchase price of said real property, together with all buildings located thereon and the machinery and equipment now located in said buildings, is the sum of One Hundred Fifteen Thousand and No/100 Dollars ($115,000.00) on account of which Fifty-seven Thousand Five Hundred and no/100ths Dollars ($57,500.00) is paid on the execution of this Agreement, the receipt whereof by the Seller is hereby acknowledged. The remainder of said purchase price, to wit: the sum of Fifty-seven Thousand Five Hundred and no/100ths Dollars ($57,500.00) is to be paid by the Purchaser to the Seller on December 31, 1941. The Purchaser shall not be required to pay any interest on the deferred payment.

The Seller agrees to pay forthwith all taxes for the period to and including the year 1941; purchaser shall pay all taxes payable during the year 1942.

The Seller shall, at its own cost and expense, keep all the buildings, machinery and equipment insured against loss by fire in the amount of One Hundred Twenty-five Thousand Dollars ($ 125,000.00) up to and including December 31, 1941, and shall,

CARG003596

simultaneously with the signing of this Agreement, cause appropriate riders to be attached to all such fire insurance policies providing that in the event of loss by fire sustained by said buildings, machinery and equipment prior to January 1, 1942, all loss shall be payable to purchaser. Should said buildings, machinery and equipment be damaged by fire prior to January 1, 1942, the entire amount paid on account of such loss shall be paid to the Purchaser and the Purchaser shall not be relieved from the payment on December 31, 1941, of the balance of the purchase price as herein provided.

The Seller has heretofore furnished to the Purchaser an Abstract of Title to said property. In the event the Seller does not have a valid and marketable title to said real property and the buildings, machinery and equipment and said title can not be rendered valid and marketable within a period of thirty (30) days from the date when the defects, if any, are pointed out to the Seller, then the sum of $57,500.00 paid to the Seller shall be returned by it to the Purchaser and Seller's liability hereunder shall terminate. Purchaser shall report to the Seller with respect to the title within ten (10) days from the date hereof.

Seller is at the present time negotiating with Union Pacific Railroad Company for the exchange by said Union Pacific Railroad Company of a parcel of land approximately 56 feet x 130 feet adjoining the real property hereinabove described on the north, upon which three grain bins are located, for that portion of the property hereinabove described bounded by a line 8½ feet easterly from and parallel to the center line of the most westerly railroad house track and approximately 132 feet on N. Larrabee Avenue (not open) South 0 deg. 17 min. West, thence South 53 deg. 06'15" East 179.40 feet and thence South 89 deg. 43 min. East approximately 90 feet following the South line of N. Pacific Street (not open). Seller agrees, at its own cost and expense,

CARG003597

to consummate said exchange and upon said exchange being completed, the description of the real property covered by this Agreement shall be modified to give effect thereto and the Seller shall furnish to the Purchaser an Abstract of Title covering the property acquired from Union Pacific Railroad Company. Should said exchange of properties be not completed by December 30, 1941, the Purchaser, at its option, may cancel this Agreement and if so cancelled, the Seller agrees to repay to the Purchaser the sum of $57,500.00, paid upon the signing of this agreement.

Upon full payment of the purchase price as herein provided the Seller agrees to convey to the Purchaser said real property, buildings, machinery and equipment by good and sufficient warranty deed and bill of sale containing covenants of warranty with respect to title only, (it is understood that Purchaser is acquiring the machinery and equipment in their present condition) free and clear of all encumbrances of any kind, nature and description except taxes to be paid by Purchaser hereinabove mentioned and except those done or created by the Purchaser subsequent to the date hereof. Should the Seller have any grain in the dock or in the elevator located upon said real property at the time conveyance and possession of the land, buildings, machinery and equipment is turned over to the Purchaser, the Seller hereby agrees to pay to the Purchaser fifteen cents per ton wharfage, loading out charges and storage charges from December 31, 1941, at Purchaser's tariff rate of fifteen cents per ton per month or fractional part thereof.

The Purchaser shall be entitled to enter into possession of the real property, buildings, machinery and equipment on December 31, 1941, and the Seller agrees to give it possession thereof at that time.

It is understood and agreed that time and exact per-

CARG003598

formance are of the essence of this contract. In the event the Purchaser shall fail, neglect or refuse to perform any of the obligations on its part herein contained or to make in time and manner as herein provided any of the payments, the Seller is forthwith entitled to foreclose this contract.

This contract shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers thereunto duly authorized this, the day and year first above written.

TERMINAL FLOUR MILLS CO.

By _____

By _____

KERR GIFFORD & CO. INC.

By _____

By _____

CARG003599

State of Oregon)
) ss
County of Multnomah)

BOOK 665 PAGE 437

Be it remembered that on the 22nd day of November, 1941, before me, a Notary Public, in and for the county and state aforesaid, personally appeared Peter Kerr and James McDonald who, being severally duly sworn, did say that he, the said Peter Kerr, is the president, and he, the said James McDonald, is the secretary of Kerr Gifford & Co. Inc., and that the seal affixed to the foregoing instrument is the seal of said corporation and that they signed and acknowledged said instrument on behalf of said corporation pursuant to a resolution of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year above written.

J. SARSFIELD NOTARY PUBLIC STATE OF OREGON

Notary Public for Oregon

My commission expires My Commission Expires Sept, 26th 1943

CARG003600

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AGREEMENT

15

between

TERMINAL FLOUR MILLS CO.

and

KERR GIFFORD & CO. INC.

1000 Lewis Bldg.

STATE OF OREGON, } ss.
County of Multnomah

K 17

I, A. A. Bailey, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of

DEED of said County at

1942 MAR 2 AM 9 39

In Book 665 On Page 432

Witness my hand and seal of office affixed.

A. A. BAILEY,
County Clerk.

N. F. Coyne
Deputy.

Form Co. Clk.-25 Recording Certificate

PORTLAND, OREGON

CARG003601

Albina & Globe 0026.PDF

LAW OFFICES OF
SCHAFER, CRONAN & NELSON
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

TELEPHONE CAPITOL 3-7359

DONALD A. SCHAFER
JAMES P. CRONAN, JR.
JAMES A. NELSON

Dec. 10, 1956.

Mr. James F. Mullin,
Laval & Co., Inc.,
Grain Exchange Building,
Minneapolis 15, Minnesota.

Dear Mr. Mullin:

You will recall that my redraft of the Cargill-Laval agreement required valid assignments of the documents listed under Paragraph 5 from Cargill to Laval. These documents have been sent me by Mr. McGrory of Cargill's legal department in Minneapolis and I have examined them and found them to be in order within the meaning of the paragraph referred to. Mr. Mikkelsen tells me that you are the Vice President of Laval and so I am enclosing the four assignments, each in triplicate, for your signature as received from Mr. McGrory. I assume you have an assistant secretary of Laval in Minneapolis. Will you please sign all of the enclosures as originals and have the Assistant Secretary attest your signature before delivery to Mr. McGrory?

Very truly yours,

JAMES P. CRONAN, JR.

Encs.
cc: John F. McGrory, Esq.,
Cargill Law Department,
200 Grain Exchange Bldg.,
Minneapolis 15, Minnesota.

Mr. J. P. Marx,
Laval & Co., Inc.,
2 Broadway,
New York City.

Mr. S. E. Mikkelsen,
Laval & Co., Inc.,
802 Lewis Bldg.,
Portland 4, Oregon.

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