

TARIFF

SUBJECT TO CHANGE WITHOUT NOTICE

Telmark, Inc.

P.O. BOX 548
820 Lucille Street
Hwy 287 N. - East of RR
Memphis, TX 79245
Telephone (806) 259-3573
FAX (806) 259-3464

Email: telmarkwarehouse@pcca.com

601 1st Street
Rule, Texas 79547
Telephone (940) 997-2215

SCHEDULE OF CHARGES

Warehouse Codes
894005 – Memphis, Texas
925010 – Rule, Texas

Effective: August 1, 2007

SPECIAL NOTICE

PLEASE NOTE

PLEASE SUBMIT:

**All Shipping Orders, Sample Orders,
And Bills of Lading to:**

Rolling Plains Coop Compress
P.O. BOX 197
Sweetwater, Texas 79556

TARIFF

Telmark, Inc.

WAREHOUSE SERVICES

| <u>ITEM</u> | <u>RATE PER B/C</u> (Except as otherwise indicated) |
|---|--|
| 1. RECEIVING , includes tagging, weighing, issuing warehouse receipt and placing in storage Including Producer organization dues..... .25 | 3.25 |
| 2. STORAGE , including fire insurance, first 30 days or fractional part thereof each storage day after the first 30 days | 2.10 0.07 |
| 3. DELIVERY , includes picking out by tag number, removing from storage, six letter mark and loading Should loading require special handling or special equipment to perform, the charge will be set by agreement when ordered. No rail service available in Liberal, Kansas. | 5.25 |
| 4. LATE PICKUP CHARGES , applies to all loads not picked up within 96 hours of agreed upon load date | 4.00 |
| 5. EARLY SHIPPING ORDERS (ESO's) will be charged an additional delivery charge..... (if EWR's are released to TELMARK, INC. within 24 hours, charge is waived) All other related tariff items apply. | 1.00 |

COMPRESS SERVICES

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|---|------|
| 6. UNIVERSAL DENSITY COMPRESSION includes application of patch where necessary | 9.80 |
| 7. APPLYING SHIPPERS TAG at time of shipment | 0.40 |
| 8. MARKING or stenciling in excess of six letters | 0.40 |

SPECIAL SERVICES

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| 9. SAMPLES , for any purpose, including if necessary, removing cotton from and returning to storage (See sampling in Terms & Conditions) SAMPLE , from one side only | 5.00 2.50 |
| 10. CUTTING SET OF EXTRA SAMPLES at time of any sampling | 2.00 |
| 11. FURNISHING SAMPLE SACKS (per sack) | 1.00 |
| 12. DELIVERY OF SAMPLES | Actual Cost |
| 13. WEIGHING for any purpose, includes original and three copies of certified weight sheets | 4.00 |
| 14. WEIGHING AND SAMPLING , including removing cotton from and returning to storage, with original and three copies of certified weight sheets | 6.00 |
| 15. EXTRA COPIES OF WEIGHT SHEETS (per sheet) | 0.50 |
| 16. HANDLING TRANSIT COTTON for compression, consolidation, or any other purpose | 4.00 |

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| 17. TYPING | 30.00 |
| 18. CANCELLATION of any shipping order returned to storage | 2.75 |
| 19. SURCHARGE made on each shipping order containing 10 bales or less | 3.00 |
| 20. PATCHING CHARGE (apply only when extra samples are ordered) | 1.00 |
| 21. SERVICES NOT LISTED WILL BE PERFORMED AT RATES AGREED UPON AT TIME SERVICE IS REQUESTED. | |

TERMS AND CONDITONS

LIENS

A lien is claimed by Telmark, Inc. on behalf of its producer patrons who delivered cotton to the warehouse in the amount of advances made, liabilities incurred and all compress and warehouse charges at the tariff rates and pursuant to warehouse receipt for liens under UCC of Texas. All such advances, charges, and liabilities are payable by the owner of the cotton or the person ordering services as cotton sales proceeds collected on behalf of Telmark, Inc.'s patrons. Charges incidental to shipment and accrued storage charges are payable by the owner when cotton is shipped. Other charges are payable when services ordered are performed. All charges payable to Telmark, Inc. at its office in Lubbock, Lubbock County, Texas.

INSURANCE

COTTON REPRESENTED BY AN INSURED WARHOUSE RECEIPT IS INSURED FOR THE MARKET VALUE THEREOF AT THE TIME AND PLACE OF LOSS, AGAINST LOSS OR DAMAGE BY FIRE UNDER THE STANDARD FORM OF FIRE INSURANCE POLICY. TELMARK, INC. ASSUMES NO LIABILITY FOR THE VALUE OF COTTON IN EXCESS OF IT'S MARKET VALUE AT THE TIME AND PLACE OF LOSS OR DAMAGE. Telmark, Inc. is not responsible for invisible damage, natural shrinkage, loss of damage by flood, strikes, riots, civil commotion, acts of war, unavoidable casualty, or other causes, beyond Telmark, Inc.'s control nor to damage arising from inherent defects in the cotton stored.

CLAIMS

Claims for damaged cotton will not be considered unless Telmark, Inc. is notified thereof in writing and provided an opportunity to inspect the damage. CLAIMS ON COTTON, NOT LOADED WITHIN 96 HOURS OF SCHEDULED LOAD DATE, WILL BE REJECTED.

DELIVERY

Service and/or shipping orders must be submitted with warehouse receipts and complete instructions, with the exception of "Early Shipping Orders" which must have warehouse receipts delivered no later than three days prior to agreed upon load date. Bales delivered will match surrendered warehouse receipts. Shipping orders must include mark, brand, carrier, destination and any special instructions. Telmark, Inc. utilizes scheduling software which can be accessed through Plains Cotton Cooperative Association's Merchant Access web site at www.pcca.com. This web site includes "shipping calendar," "load status" and "available capacity" pages which facilitate electronic scheduling of shipments. Shipping orders will be processed in the order electronically received by our scheduling software (through EWR, Inc.) and confirmed by TELMARK, INC. as the "agreed upon" load date. Shipping orders submitted for load dates that are full, or shipping orders submitted without load dates will have to be scheduled by contacting TELMARK, INC.'s shipping department. Agreed upon load dates, verification of load status, actual load dates and container numbers can be verified through the "load status" page on PCCA's Merchant Access.

Storage charges begin the date of issuance of warehouse receipt and stop on the date complete shipping orders and warehouse receipts are received, or the agreed upon load date as established under the CCC weekly required shipping standard, whichever is later. Shipments which cannot be delivered for causes not controlled by Telmark, Inc. will be charged storage until loaded. On shipments not loaded within 7 days after agreed upon load date, the original stop storage date will be disregarded and storage will be charged at the rate of 10 cents per day beginning the 7th day following the agreed upon load date until loaded.

COMPRESSION

Bales compressed by gins to universal density have been purchased by Telmark, Inc. and will be billed to shipper at tariff rate and will be identified on warehouse receipts as "GIN UD." Telmark, Inc. reserves the right to place a lien against said cotton for the compression fee.

CCC SALE OR TRANSFER

Upon the sale, transfer, or release of Government Loan or Commodity Credit Corporation Cotton to any other person, such cotton will be subject to the rates, terms, and conditions of this tariff.

CHARGES AND COLLECTIONS

All warehouse and/or special service charges are due upon receipt of invoice. Agreements between buyer and seller on all charges will be honored and billed as instructed. If either should decline payment, then party ordering cotton shipped will be held liable for all charges not paid. A lien on all charges is stated in LIENS of "Terms and Conditions." Should it become necessary for Telmark, Inc. to use an attorney for collection, such attorney fees will be added to the bill. All charges and collections payable to Telmark, Inc. at its office in Lubbock, Lubbock County, Texas.

SAMPLING

Sample orders should be submitted electronically or on diskette. Please contact this office for format instructions. Orders will be filled in sequence received. Owner's signatures are required before loan or CCC cotton can be sampled. Sampling will be performed and billed under Item # 9.

TERMS AND CONDITIONS (continued)

ELECTRONIC TITLE

Through agreements with the National Cotton Council (NCC) and Commodity Credit Corporation (CCC, PCCA and the rest of the cotton industry is utilizing Electronic Warehouse Receipts (EWR) and has virtually eliminated the handling of paper warehouse receipts.

PCCA will issue all warehouse receipts electronically which can be converted to physical receipts upon request of the owner. Reference to a "warehouse receipt" shall apply to either electronic or physical receipts.

Title to bales covered by EWR's will be maintained by an approved provider designated by PCCA. Any shipper may participate by executing the appropriate agreement.

All warehouse receipts covering cotton stored by Telmark, Inc. are issued with the following language:

WAREHOUSE RECEIPT

"RECEIVED on account of: _____
ONE BALE OF COTTON (the "Bale") described herein to be delivered to bearer upon return of this receipt and the payment of all warehousing fees and charges applicable to the Bale which are due the undersigned Association as warehouseman. The Bale is insured for the full market value thereof against loss or damage by fire and lightning under a Standard Form of Fire Insurance Policy approved for cotton warehouses in the State in which the warehouse is located. The Association, on behalf of its producer member-patron who delivered the Bale to the warehouse, claims a lien on the Bale represented by this receipt against the holder of this receipt for sales proceeds in the amount of all lawful charges for storage, compression, transportation, insurance, labor or other charges, present or future incurred in relation to the Bale at the rate of the Association's tariff and for expenses necessary for its preservation or reasonably incurred in its sale pursuant to law. By negotiation or transfer of this receipt all sellers and all buyers agree that the amount of all charges incurred which are due or become due to the Association are payable to it as sales proceeds collected on behalf of its producer member-patrons to be distributed to them after the deduction of marketing expenses under the terms and conditions of their marketing agreements and bylaws of the Association. If the Bale is pledged to secure a loan with Commodity Credit Corporation and not redeemed prior to acquisition by CCC, the foregoing lien is for those services and rates stated on the current Schedule of Rates in the Association's Storage Agreement with CCC.