

**BNSF CONTRACT <Segment initial> - <contract number>
INTERMODAL <Segment> TRANSPORTATION
FOR <Shipper>**

This Contract is made by and between **BNSF Railway Company**, hereinafter referred to as "BNSF" and **<Shipper>**, hereinafter referred to as "Shipper."

1. EFFECTIVE PERIOD

This Contract shall become effective on _____ and shall continue for a one (1) year period until _____. Thereafter, the contract will be automatically extended until cancelled by either party upon thirty (30) days written notice to the other party. Notwithstanding any other language to the contrary, either party may terminate the contract at any time with thirty (30) days notice to the other party, provided, however, that the rights and obligations of the parties specified in the Sections -- Shipper's Commitments, Tendering Shipments, Loss and Damage, and General Terms shall survive any termination of this Contract.

2. SHIPPER'S COMMITMENT

Shipper agrees to implement full Electronic Data Interchange (EDI) or use the shipping instructions web application as found on the secured area of www.bnsf.com.

Domestic Shippers -- Option a), b), or c)

Domestic Shipper Less than \$10 Million (Annual) Revenue - Option a) - Shipper agrees to balance private trailer or container shipments (loads and empties) on BNSF in both directions for each region. (The regions are defined on www.bnsf.com.) Each month, each region balance should be at least ninety percent (90%), but not greater than one-hundred-ten percent (110%), as measured by BNSF. Balance will be reviewed each calendar quarter.

Domestic Shipper Greater than \$10 Million (Annual) Revenue - Option b) or Option c)

Option b) Shipper agrees to balance private trailer or container shipments (loads and empties) on BNSF in both directions for each region. (The regions are defined on www.bnsf.com.) Each month, each region balance should be at least ninety percent (90%), but not greater than one-hundred-ten percent (110%), as measured by BNSF. Balance will be reviewed each calendar quarter. Failure to tender the specified balance in any region may result in Shipper being subject to unilateral rate action (separate from scheduled rate adjustments) or cancellation of the Contract by BNSF, in BNSF's sole discretion.

Option c) Shipper agrees to balance private trailer or container shipments (loads and empties) on BNSF within each region. (The regions are defined on www.bnsf.com.) Each quarter, each region balance should be at least ninety percent (90%), but not greater than one-hundred-ten percent (110%), as measured by BNSF. Failure to tender the specified balance in any region (defined on the web or in this contract) will result in Shipper being assessed three-hundred dollars (\$300) per container shortfall or excess.

International Shippers -- Option d) or e)

Option d) Shipper agrees to balance container shipments on BNSF within each region. (The regions are defined on www.bnsf.com.) Each quarter, each region balance should be at least ninety percent (90%), but not greater than one-hundred-ten percent (110%), as measured by BNSF. Failure to tender the specified balance in any region (defined on the web or in this contract) will result in Shipper being assessed three-hundred dollars (\$300) per container shortfall or excess.

Option e) Shipper agrees to balance the container shipments on BNSF within each region. (The regions are defined on www.bnsf.com.) Each quarter, each region balance should be at least eighty percent (80%), but not greater than one-hundred-twenty percent (120%), as measured by BNSF. Failure to tender the specified balance in any region (defined on the web or in this contract) will result in the Shipper being assessed five-hundred dollars (\$500) per container shortfall or excess.

If volume commitments are applicable, each one (1) year period shall be referred to as the "volume period." Shipments tendered under any joint-line publication in which BNSF participates may be used to meet the volume requirements of this Contract. If revenue requirements are set forth in this Contract or another agreement, and the Shipper fails to achieve the revenue requirement for any reason whatsoever, then Shipper shall pay BNSF \$300 per each \$1,000 of revenue shortfall.

Shipper must maintain records establishing its entitlement its right and obligations under this Contract. Such records shall be made available to BNSF for inspection upon reasonable request.

3. GOVERNING PUBLICATION AND OBLIGATION

Transportation shall be governed by the terms and conditions herein, and those set forth in the applicable provisions of the "BNSF Intermodal Rules and Policies Guide" (herein referred to as "R&PG"), or successor publication(s), in effect at the time of transportation. Shipper acknowledges that it has read and understands the applicable provisions of the R&PG, or successor publication(s). The BNSF Intermodal Rules and Policies Guide is located on www.bnsf.com.

telegraph or orally, the notice shall be confirmed in writing as soon as practicable, if requested by party receiving notice.

11. CANCELLATION OF PREVIOUS CONTRACT(S)

This Contract shall supersede BNSF Contract _____ for Exempt Transportation in TOFC/COFC Service and amendments, which was in effect immediately prior to this Contract's effective date. The above (previous) Contract is terminated on the effective date of this Contract, provided, however, that neither Shipper nor BNSF is released from any obligation which accrued prior to the date of termination of that Contract, including without limitation, the making of any and all payments.

IN WITNESS THEREOF, this Contract is signed by BNSF and <Shipper>.

BNSF Railway Company

<Shipper>

By: _____

By: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

In providing services to our customers, BNSF is committed to the highest standards of ethical behavior. The BNSF Code of Conduct is designed to foster a standard of conduct that will reflect positively on the company and its employees and protect the reputation and financial well-being of BNSF. The BNSF Code of Conduct can be found on our website at <http://www.bnsf.com/about-bnsf/our-people/vision-and-values/>. If you become aware of a BNSF employee conducting business in a manner inconsistent with the BNSF Code of Conduct or if you suspect fraud by an employee you may report the incident to BNSF's Hotline at 800-533-BNSF.