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August 17, 2020
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Public Record

Before the
SURFACE TRANSPORTATION BOARD

Bell Oil Terminal, Inc.,

Complainant,

v.

BNSF Railway Company,

Defendant.

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Docket No. NOR 42169

BNSF RAILWAY COMPANY'S MOTION TO DISMISS

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Dated: August 17, 2020

Before the
SURFACE TRANSPORTATION BOARD

Bell Oil Terminal, Inc.,	)	
	)	
<i>Complainant,</i>	)	
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v.	)	Docket No. NOR 42169
	)	
BNSF Railway Company,	)	
	)	
<i>Defendant.</i>	)	
	)	

BNSF RAILWAY COMPANY’S MOTION TO DISMISS

Pursuant to 49 C.F.R. § 1111.6, defendant BNSF Railway Company (“BNSF”) hereby moves to dismiss the Complaint of Bell Oil Terminal, Inc. (“Bell”) for failure to state a claim on which relief can be granted.

The Complaint addresses a change in operations that BNSF made in early April 2020, as BNSF’s customers began reacting to the onset of the COVID-19 global health crisis. The Complaint alleges that BNSF violated 49 U.S.C. § 11101(c) by changing the frequency of delivery of freight to Bell from three times per week to two times per week without providing 20 days of advance notice. But § 11101(c) expressly applies only to specific “service terms” that a common carrier is required to establish under 49 U.S.C. § 11101, and thereafter provide in written or electronic form to requesting parties. Section 11101(c) does not apply to the day-to-day operating details of a common carrier’s transportation.

The Complaint should be dismissed because it fails to identify any “service term” that BNSF established under § 11101 to which the notice provisions of § 11101(c) apply. The Complaint does not even refer to the relevant BNSF tariff and related service rules that do actually define BNSF’s common carrier service to Bell. This pleading deficiency is sufficient to

dismiss the Complaint. Moreover, the Complaint should be dismissed because the BNSF tariff and related rules governing the transportation at issue expressly state that BNSF does not guarantee a particular level of service. BNSF did not commit to providing a guaranteed delivery service as a common carrier, so the notification rules in § 11101(c) did not apply to the operating changes at issue.¹

Background

The factual background to this dispute is not complicated. Even assuming the facts asserted in the Complaint are true,² the Board should grant BNSF's Motion to Dismiss.

Bell, a wholesale distributor of asphalt liquid binder, receives common carrier service from BNSF at its Chicago terminal. *See* Compl. ¶¶ I, III, VIII. Bell alleges that it received service at its terminal from BNSF three days per week until April 13, 2020, when BNSF reduced its service to two days a week. *Id.* ¶ IV. Bell further alleges that the “only prior notice” of the reduction in weekly service was an email it received from BNSF on April 10, 2020 stating, “Based on historical volumes, Operations has made adjustments to your service days. Effective next week, the service days at your Chicago facility will by (sic) adjusted to Tuesday and Thursday of each week.” *Id.* ¶ V.

¹ The Complaint also misapprehends § 11101(c) in asserting that “the reduction of service has not lawfully taken effect” as a result of the alleged failure to provide sufficient notice under § 11101(c). Compl. ¶ XI. The plain language of § 11101(c) only addresses the effective date of a change after appropriate notice has been given. The Complaint expressly acknowledges that BNSF notified Bell of a change in operations, and § 11101(c) cannot be twisted to serve as a bar to the ongoing effectiveness of a change once the notice period has “expired.” *See* Compl. ¶¶ V, VII. However, it is unnecessary to address this legal issue because § 11101(c) does not apply to the operational changes at issue in the Complaint for the reasons set forth in this Motion.

² As explained in BNSF's Answer filed on August 3, 2020, BNSF disputes various facts asserted by Bell in its Complaint. However, even if Bell's asserted facts were true, the Board should still grant BNSF's Motion to Dismiss because the Complaint fails to assert a valid legal basis for its claim.

The entirety of the Complaint consists of the claim that, by failing to give Bell 20 days' notice before reducing the number of service days per week, BNSF violated the notice requirement in 49 U.S.C. § 11101(c).

Argument

I. The Complaint should be dismissed because it fails to identify any “service term” that BNSF established guaranteeing three-day-per-week delivery service.

The Complaint alleges that BNSF violated 49 U.S.C. § 11101(c) when it did not allow 20 days to expire before implementing a change in operations relating to the number of delivery days per week to Bell's facility. The sole factual basis for the Complaint is that “[p]rior to April 13, 2020, Bell received rail service at its terminal three days per week,” and that, “[e]ffective April 13, 2020, BNSF reduced its service to Bell from three to two days per week.” Compl. ¶

IV. The Complaint does not identify any commitment by BNSF to provide a particular level of service, and it fails to address the relevant BNSF tariff and related service rules that governed the service that BNSF, as a common carrier, did agree to provide to Bell. This is a fatal flaw in the Complaint. Section 11101(c) does not apply to changes in a common carrier's day-to-day operations, like delivery days. It applies to changes in the “common carrier service terms” that a carrier holds itself out to provide. A Complaint alleging a violation of § 11101(c) must therefore point to a specific “service term” that the common carrier established as part of the transportation service it agreed to provide. The failure of the Complaint to identify any provision of BNSF's rates and rules, where BNSF defined its common carrier service, requires dismissal of the Complaint.³

Section 11101(c) states the following:

³ The Board dismisses claims for failure to adequately plead a violation of the governing statute. *See, e.g., S. Miss. Elec. Power Ass'n v. Norfolk S. Ry. Co.*, NOR 42128, slip op. at 2 (STB served Apr. 21, 2011) (dismissing a claim for, among other things, the failure to identify the “service term” alleged to be unreasonable). Notably, the

A rail carrier may not increase any common carrier rates or change any common carrier service terms unless 20 days have expired after written or electronic notice is provided to any person who, within the previous 12 months—

- (1) has requested such rates or terms under subsection (b); or
- (2) has made arrangements with the carrier for a shipment that would be subject to such increased rates or changed terms.

By its explicit terms, § 11101(c)'s notice requirement applies only to the specific “common carrier rates” and “common carrier service terms” that a railroad establishes and holds itself out to provide, not more broadly to operating details of a carrier's service. Common carriers define the rates and services they hold out to the public in their tariffs and related rules publications. The notification requirements of § 11101(c) are therefore tied directly to the rates and service terms set out in a common carrier's tariffs and related rules. This is confirmed by the history of § 11101(c) and the plain language of the provision.

Section 11101 was adopted in the Interstate Commerce Commission Termination Act (“ICCTA”), Pub. L. No. 104-88, 109 Stat. 803 (1995), as part of Congress's on-going deregulation of the rail industry begun in the late 1970s.⁴ An important part of ICCTA's deregulatory scheme involved an overhaul of the existing tariff filing regime, and its replacement with the less burdensome and intrusive provisions of § 11101. Prior to passage of ICCTA, rail carriers were required to publish and file with the Interstate Commerce Commission (“ICC”)

complainant in that case recognized that the “service terms” of a rail carrier are set out in the carrier's tariff, not in the carrier's operating practices, but it failed to point to a specific service term in the tariff that was alleged to be unreasonable.

⁴ See, e.g., *Elam v. Kan. City S. Ry. Co.*, 635 F.3d 796, 804 (5th Cir. 2011) (“The purpose of the ICCTA is to ‘build[] on the deregulatory policies that have promoted growth and stability in the surface transportation sector’” and, more specifically, “to implement a ‘[f]ederal scheme of minimal regulation for this intrinsically interstate form of transportation,’ and to retain only regulations ‘that are necessary to maintain a ‘safety net’ or ‘backstop’ of remedies to address problems of rates, access to facilities, and industry restructuring.’”) (quoting H.R. Rep. No. 104-311, at 93, 96 (1995), 1995 U.S.C.C.A.N. 793, 805, 808); *Fayus Enters. v. BNSF Ry. Co.*, 602 F.3d 444, 452 (D.C. Cir. 2010) (acknowledging “ICCTA's deregulatory objectives”); *Pejepsco Indus. Park, Inc. v. Me. Cent. R.R. Co.*, 215 F.3d 195, 197 (1st Cir. 2000) (ICCTA “substantially deregulated the rail [industry].”)

tariffs containing their rates and “classifications, rules and practices related to those rates.” 49 U.S.C. § 10762(a)(1), *repealed by* Pub. L. No. 104-88 (1995). With ICCTA, Congress eliminated these tariff filing requirements. In place of formal tariff filings, Congress required rail carriers to “provide to any person, on request, the carrier’s rates and other service terms,” 49 U.S.C. § 11101(b), to “provide transportation or service in accordance with the[se] rates and service terms,” § 11101(e), and to allow 20 days to expire after notice of certain changes to these common carrier rates and service terms before they can take effect, § 11101(c).⁵

Section 11101(c) was not intended to create new constraints on a railroad’s ability to timely react to operating circumstances or to impose advance notification requirements on rail operations that never previously existed. The objective of the new provisions of § 11101 was to ensure that shippers would be informed of the rates and services that a rail common carrier held itself out as providing—an objective of the prior tariff regime—through a more streamlined approach. The provisions of § 11101 simply replaced the tariff filing requirements with a less formal and burdensome way of communicating the same type of information that was previously contained in filed tariffs. *See EP 528 ANPRM* at *1 n.2 (acknowledging and describing this connection between the pre-ICCTA tariff filing requirements and the post-ICCTA requirements in § 11101).

The “service terms” that rail carriers must establish under § 11101, and that are subject to the requirements of § 11101(c), therefore relate to specific services that are unique to a particular carrier or a particular type of rail service that the carrier has agreed to provide, thus enabling

⁵ *See Disclosure, Publication, and Notice of Change of Rates and Other Service Terms for Rail Common Carriage*, EP 528, 1996 WL 99737, at *1 (STB served Mar. 8, 1996) (“*EP 528 ANPRM*”) (Prior to ICCTA, rail carriers were required to “file with the ICC tariffs containing the specific rates and charges (or the basis for calculating them) for their common carriage transportation services. Rail carriers had to adhere to the rates and terms contained in their tariffs.” ICCTA “eliminated the rail tariff requirements” and replaced them with the new § 11101.).

shippers to be adequately informed of the nature and conditions of service they are purchasing. Examples of such “common carrier service terms” can be found in various STB proceedings. In *Reasonableness of BNSF Railway Co. Coal Dust Mitigation Tariff Provisions*, FD 35557, slip op. at 29-30 (STB served Dec. 13, 2013, corrected Dec. 17, 2013), BNSF’s “service terms” included rules governing the loading of freight. *Union Pacific Railroad Co.—Petition for Declaratory Order*, FD 35504, slip op. at 3-4 (STB served Apr. 30, 2013) addressed a “service term” in the tariff related to indemnification for transporting Toxic-by-Inhalation Hazardous commodities. In both cases, the “service terms” at issue were intended to define the service that the rail carrier was holding itself out to perform so that the shipper would know what it was purchasing. The STB’s rules make it clear that a railroad’s “service terms” are intended to inform the shipper as to the nature of the specific service that the railroad has agreed to provide. 49 C.F.R. § 1300.1(e).

“Common carrier service terms” do not extend to the operating parameters, like delivery schedule, that a railroad uses to satisfy its common carrier obligations. Common carriers have never been required to provide a particular level of service or to provide scheduled delivery service. It has long been established that common carriers are only obligated to provide reasonable or adequate service.⁶ Since § 11101(c) expressly applies only to changes to “*common carrier service terms*” (emphasis added), that section does not apply to services, like scheduled delivery, that common carriers are not obligated to provide. Rail carriers often try to provide regular service to facilitate planning by their customers and to improve the efficiency of rail

⁶ See *Granite State Concrete Co., Inc. v. STB*, 417 F.3d 85, 92 n.10 (1st Cir. 2005) (explaining that the phrase “adequate service” is not used in the statute, “but it is a part of the general definition of common carrier obligations”); see also *Penn. R.R. Co. v. Puritan Coal Mining Co.*, 237 U.S. 121, 133 (1915) (“The law exacts only what is reasonable from” a rail carrier.). This principle is also reflected in the Uniform Bill of Lading’s service requirement of “reasonable dispatch.” 49 C.F.R. pt. 1035, app. B, § 2(a) (“No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch.”).

operations. But the hallmark of *common carrier* service, as opposed to contracted private schedule service, is that a shipper is not guaranteed a particular level of service.

Bell's suggestion that a "service term" can be inferred from actions that a rail carrier has previously taken, like prior delivery dates, is also inconsistent with the plain language of § 11101. The statute contemplates that "service terms" must be set out in a writing, or some other type of express commitment by the carrier, not through inferences based on prior operations. Indeed, § 11101(b) expressly requires that the common carrier provide the "service terms" they have established in "writing" or "electronic form" to requesting persons. The statute further instructs the STB to develop rules for the "dissemination of rates and service terms," 49 U.S.C. §11101(f), which can only be done if the service terms have been announced or published. The STB's rules require that a person seeking a rail carrier's "rates" and "service terms" make a "formal request" for such information and that the rail carrier must respond to such requests in "written or electronic form." 49 C.F.R. § 1300.2(a), (b). "Service terms" relating to transportation of agricultural commodities must be contained in "information available at" the carrier's offices, and it must be set out in "publications." 49 C.F.R. § 1300.5(c), (d). In short, the statute and the STB's regulations clearly contemplate that "service terms" must be established by a rail carrier through an express statement, announcement, or publication by the rail carrier, not by an inference from prior operations.

A complaint alleging a violation of § 11101(c) must therefore point to a specific "common carrier service term" that the carrier established in the materials established or announced by a rail carrier that define the service that the carrier holds itself out to provide to the public. The Complaint here should be dismissed because it does not ever refer to BNSF's tariffs

and related rules, let alone identify any specific commitment by BNSF to provide three-day-per-week service to its common carrier customers.

II. Applying the 20-day notice requirement of § 11101(c) to changes in rail operations would be unworkable and would lead to service disruptions and inefficiencies.

The flawed assumption underlying the Complaint is that § 11101(c) prohibits a common carrier from changing the details of its operations without 20 days' advance notice regardless of what the common carrier includes or doesn't include in its tariff. Such a reading of § 11101(c) not only fails to account for the specific language of the statutory provision and the history of its adoption, as explained above, it also makes no practical sense and would lead to disruptions and inefficiencies in the rail network.

As the Board has heard from BNSF in recent regulatory proceedings, BNSF takes seriously its obligations as a common carrier and role as a business partner to its customers, and strives to provide sufficient advance notice of changes to operations so that customers can prepare for such changes and minimize impacts on their operations. But rail carriers, including BNSF, are at times unable to maintain a regular schedule of deliveries due to events occurring across the rail network. Congestion or service outages typically affect a rail carrier's delivery pattern without advance warning, thus ensuring that there will be instances when a rail carrier will be physically unable to give 20 days' notice before changing the frequency of freight delivery. A statutory or regulatory requirement to wait 20 days before changing operating parameters or patterns like days of service would be unworkable given the realities of common carrier rail transportation. Provisions relating to service schedules such as delivery commitments can be crafted in the context of transportation contracts, but they are impracticable in the context of common carrier service.

In addition, a regulatory requirement to lock existing operation patterns into place for at least 20 days would impede railroads' ability to adapt to rapid changes in the rail network that are often necessary to keep the network fluid. For example, the sudden impacts to the economy at the beginning of the COVID-19 public health emergency in March 2020 required rail carriers to adjust to rapidly changing shipper needs and demand. Operating flexibility was, and continues to be, critical to maintaining efficient rail service. It would create enormous burdens on rail operations to impose an artificial 20-day waiting period before operating changes could be made that affect delivery schedules for vast numbers of common carrier shippers. Reading § 11101(c) to require 20 days' advance notice of day-to-day operating pattern changes would impose unprecedented burdens and inefficiencies on the rail network that would ultimately harm *all* users of the rail network.

III. BNSF did not commit to provide a particular level of delivery service.

For the reasons set out above, the failure to point to any "common carrier service term" in BNSF's tariffs or related materials is fatal, on its own, and requires dismissal of that Complaint. The Complaint also should be dismissed because BNSF's tariff expressly states that BNSF does not hold itself out to provide any particular level of service or service guarantee. Bell cannot point to a service commitment by BNSF to three-day-per-week service because BNSF never made such a commitment.

The price authority and related rules that BNSF established for the transportation at issue define the service that BNSF holds itself out to provide for Bell. The relevant price authority, Price Authority BNSF 90059, and associated BNSF Rules Book 6100-B are attached as Exhibits 1 and 2 respectively.⁷ The General Rules of the Price Authority do not set out a commitment to

⁷ The STB often takes notice of non-controverted materials outside of the complaint to resolve a motion to dismiss. See *Ameropan Oil Corp. v. Canadian Nat'l Ry. Co.*, NOR 42161 (STB served Apr. 17, 2019) (granting a motion to

a particular delivery schedule. The General Rules set out the rates and routing of the transportation that BNSF agrees to provide, but they say nothing about a delivery schedule. The General Rules also provide that “[t]ransportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment.” Exh. 1 at 1. The BNSF Rules Book 6100-B that was in effect as of April 10, 2020, Exhibit 2, contains rules regarding a broad range of matters relating to the transportation service that BNSF provides as a common carrier, for example, shipping arrangements applicable to specific commodities, liability and indemnity, and charges for specific actions. On the question of service and delivery schedule, the Rules Book specifically states, “Carrier agrees to transport shipments with reasonable dispatch. *Carrier does not guarantee rail service within any particular time frame.*” Exh. 2 at 18 (emphasis added).

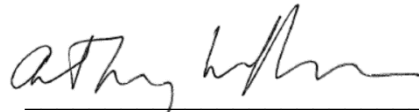
Thus, on the specific issue that the Complaint asserts is a “service term” associated with BNSF’s common carrier transportation—a schedule for deliveries—BNSF explicitly states that it guarantees no level of service other than service on “reasonable dispatch” as required by law. BNSF never held itself out to provide a particular level of service, so the notice requirement of § 11101(c) did not apply when BNSF made an operational decision to change the delivery schedule.

dismiss based on a contract appended to the defendant’s motion to dismiss). In Exhibit 1, the relevant Price Authority, the specific rates have been redacted because the availability of such information is restricted on the internet.

Conclusion

For the foregoing reasons, BNSF requests that the Board dismiss the Complaint in its entirety.

Respectfully submitted,



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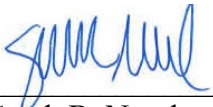
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Attorneys for BNSF Railway Company

Dated: August 17, 2020

CERTIFICATE OF SERVICE

I certify that I have, on August 17, 2020, served copies of this Motion to Dismiss of BNSF Railway Company on all parties of record in this proceeding.



Sarah B. Nural

Attorney for BNSF Railway Company

EXHIBIT 1



PETROLEUM PRODUCTS
RATE ITEM PRICE LIST

CUSTOMER COPY

BNSF 90059
ITEM: 1000

BNSF PTS REGULATED

GENERAL RULES

- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.
- Price applies in U.S. Funds.
- Price is not subject to a Fuel Surcharge.
- Price may be used in combination with other prices for the portion of the shipment both prior to specified origin and subsequent to specified destination. If used in combination, separate freight bills will be issued for each price used according to the provisions of Railway Accounting Rule 11.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- Price authority is subject to change without notice.
- Rates in this price list take precedence in the following order: 1st - Point to Point, 2nd - Point to Group, Group to Point, or Group to Group, and 3rd - Mileage Scale.
- Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.
- Switching charges at Origin and Destination will be absorbed up to \$300.00. No more than \$300.00 per car will be absorbed. Any additional amount will be assessed.
- For per car rates displayed in this Price Authority: For shipments moving on per car based rates in this Price Authority, BNSF will not be required to weigh shipments. Requests for weighing a car will be subject to the rules, regulations and charges found in BNSF Weighing Book BNSF-9300-Series. For weight based rates displayed in this Price Authority: For shipments moving on weight based rates in this Price Authority, shipper must have a Weight Agreement and will be responsible for supplying BNSF origin weights at the time of billing. If you are unsure if you have a Weight Agreement with BNSF, please contact auxpricing@bnsf.com. A weighing charge will apply whenever BNSF is requested to weigh a car. Except as otherwise provided herein, the rules, regulations and charges of BNSF Weighing Book, BNSF-9300 Series will apply, except item 500, paragraph C., 1, will not apply.
- Prices in this Rate Item Price List do not alternate with other Rate Item Price Lists.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
BNSF 90059	2911610	ASPHALT (ASPHALTUM), BY-PRODUCT OR PETROLEUM, LIQUID, OTHER THAN PAINT,STAIN OR VARNISH
	2911610	ASPHALT (ASPHALTUM), BY-PRODUCT OR PETROLEUM, LIQUID, OTHER THAN PAINT,STAIN OR VARNISH
	2911614	ASPHALT (ASPHALTUM), BY-PRODUCT OR PETROLEUM, SOLID
	2911618	MONTAN PITCH
	2911634	TAR, COAL
	2911635	TAR, PETROLEUM

EFFECTIVE DATE 03/14/2020
EXPIRATION DATE 02/28/2021

ISSUE DATE 03/13/2020
REVISION: 179



PETROLEUM PRODUCTS
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ITEM: 1000

CODE	STCC	DESCRIPTION
	2911636	PITCH, COAL
	2911637	PITCH, PETROLEUM
	2911666	WOOD PRESERVATIVES, NEC, LIQUID OR PASTE
	2911670	ASPHALT, PETROLEUM, LIQUID, AND TALL OIL PITCH, MIXED
	2911674	ASPHALT SOLUTION, OTHER THAN PAINT, STAIN OR VARNISH
	2911690	PITCH, NEC, GROUND, OR COAL BINDER, PAVING OR ROOFING, GROUND
	2911691	PITCH, NEC, NOT GROUND, OR COAL BINDER, PAVING OR ROOFING, NOT GROUND
	2911692	TAR, NEC, OR PAVING TAR
	2951110	ASPHALT, CLAY AND PORTLAND CEMENT, UNMIXED
	2952220	ASPHALT PAVEMENT SURFACE SEALER, ASPHALT, COAL TAR OR PETROLEUM BASE
	2952245	PIPE LINE COATING, CONDENSATION, CORROSION, ELECTROLYSIS, MOISTURE ORRUST PREVENTIVE, ASPHALTUM, COAL TAR OR PITCH BASE, OTHER THAN ASPHALTUM OR COAL TAR PAINT
	2952270	ROOFING TAR

EQUIPMENT

EQ+TANK,PR,ZR Shipper owned/leased Price applies in Shipper Owned or Leased Tank Cars. Mileage payments will not apply.



PETROLEUM PRODUCTS
RATE ITEM PRICE LIST

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BNSF 90059
ITEM: 1000

MT PTS

ORIGIN	DESTINATION	COMMODITY	ROUTE	Shipper owned/leased
BILLINGS GROUP LPG +	GULF, CA	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	SEGURO, CA	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	PEORIA, IL +	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	RANDOLPH, MO	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	MADRAS, OR	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	OGDEN, UT +	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	SALT LAKE CITY, UT +	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	WOODS CROSS, UT	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	RICHMOND BEACH, WA	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	SPOKANE, WA +	BNSF 90059	BNSF Direct	██████
BILLINGS GROUP LPG +	VELOX, WA	BNSF 90059	BNSF Direct	██████
BILLINGS/LAUREL, MT NEW +	HAUSER, ID +	BNSF 90059	BNSF Direct	██████
COUTTS, AB	SPOKANE, WA +	BNSF 90059	BNSF Direct	██████
ROBINSON SPUR, IL	KANSAS CITY, MO +	BNSF 90059	BNSF Direct	██████
GREAT FALLS, MT	TULSA OK GROUP NEW	BNSF 90059	BNSF Direct	██████
GREAT FALLS, MT	COUTTS, AB +	BNSF 90059	BNSF Direct	██████
GREAT FALLS, MT	HAUSER, ID +	BNSF 90059	BNSF Direct	██████
LAUREL, MT +	TULSA OK GROUP NEW	BNSF 90059	BNSF Direct	██████
LAUREL, MT +	KANSAS CITY, MO +	BNSF 90059	BNSF Direct	██████
SILVER BOW, MT	LAUREL, MT +	BNSF 90059	BNSF Direct	██████
SILVER BOW, MT	MANDAN, ND	BNSF 90059	BNSF Direct	██████
SWEET GRASS, MT	ROGAS, CA	BNSF 90059	BNSF Direct	██████
SWEET GRASS, MT	GREAT FALLS, MT	BNSF 90059	BNSF Direct	██████
MACHOVEC, TX	BAYTOWN, TX +	BNSF 90059	BNSF Direct	██████
MACHOVEC, TX	ELDON, TX +	BNSF 90059	BNSF Direct	██████
TACOMA, WA +	VERNON, CA	BNSF 90059	BNSF Direct	██████
TACOMA, WA +	PRINEVILLE, OR	BNSF 90059	BNSF Direct	██████



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OTHER PTS

ORIGIN	DESTINATION	COMMODITY	ROUTE	CI	Shipper owned/leased
CHASON, TX/BEAUMONT, TX NEW +	PHOENIX, AZ +	BNSF 90059	BNSF Direct		
OAKHURST/SAPULPA, OK	OAKHURST/SAPULPA, OK	BNSF 90059	BNSF Direct		
COUTTS, AB	ROGAS, CA	BNSF 90059	BNSF Direct		
COUTTS, AB	GREAT FALLS, MT	BNSF 90059	BNSF Direct		
COUTTS, AB	TULSA, OK +	BNSF 90059	BNSF Direct		
COUTTS, AB	MADRAS, OR	BNSF 90059	BNSF Direct		
COUTTS, AB	VILLARD JCT, WA	BNSF 90059	BNSF Direct		
HOLBROOK, AZ	MINNEAPOLIS, MN +	BNSF 90059	BNSF Direct		
PARKER, AZ	PHOENIX, AZ +	BNSF 90059	BNSF Direct		
PHOENIX, AZ +	MATTHIE, AZ	BNSF 90059	BNSF Direct		
PHOENIX, AZ +	PARKER, AZ	BNSF 90059	BNSF Direct		
HUNTINGDON, BC	SUMAS, WA +	BNSF 90059	BNSF Direct		
NORTH VANCOUVER, BC	VERNON, CA	BNSF 90059	BNSF Direct		
VANCOUVER, BC +	WILLOW SPRINGS, MO	BNSF 90059	BNSF Direct		
BARSTOW, CA +	PHOENIX, AZ +	BNSF 90059	BNSF Direct		
BARSTOW, CA +	FERNLEY, NV	BNSF 90059	BNSF Direct		
COLTON, CA +	PHOENIX, AZ +	BNSF 90059	BNSF Direct		
COLTON, CA +	FERNLEY, NV	BNSF 90059	BNSF Direct		
SACRAMENTO, CA +	ELWOOD, MO	BNSF 90059	BNSF Direct		
SACRAMENTO, CA +	SPRINGFIELD, MO +	BNSF 90059	BNSF Direct		
SEGURO, CA	HALSTEAD, KS	BNSF 90059	BNSF Direct		
STOCKTON, CA +	ELWOOD, MO	BNSF 90059	BNSF Direct		
STOCKTON, CA +	SPRINGFIELD, MO +	BNSF 90059	BNSF Direct		
VERNON, CA	TULSA, OK +	BNSF 90059	BNSF Direct		
COMMERCE CITY, CO	GULF, CA	BNSF 90059	BNSF Direct		
COMMERCE CITY, CO	SEGURO, CA	BNSF 90059	BNSF Direct		
COMMERCE CITY, CO	DODGE CITY, KS	BNSF 90059	BNSF Direct		
COMMERCE CITY, CO	HALSTEAD, KS	BNSF 90059	BNSF Direct		

EFFECTIVE DATE 03/14/2020
EXPIRATION DATE 02/28/2021

ISSUE DATE 03/13/2020
REVISION: 179



PETROLEUM PRODUCTS

RATE ITEM PRICE LIST

CUSTOMER COPY

BNSF 90059

ITEM: 1000

ORIGIN	DESTINATION	COMMODITY	ROUTE	CI	Shipper owned/leased
COMMERCE CITY, CO	PORTLAND, OR +	BNSF 90059	BNSF Direct		
COMMERCE CITY, CO	BROWNWOOD, TX	BNSF 90059	BNSF Direct		
COMMERCE CITY, CO	DUMONT, TX	BNSF 90059	BNSF Direct		
DENVER, CO +	RANDOLPH, MO	BNSF 90059	BNSF Direct		
CHICAGO, IL +	HALSTEAD, KS	BNSF 90059	BNSF Direct		
DRUMMOND, IL	CHICAGO, IL +	BNSF 90059	BNSF Direct		
GRANITE CITY, IL	ROGAS, CA	BNSF 90059	BNSF Direct		
GRANITE CITY, IL	BAYTOWN, TX +	BNSF 90059	BNSF Direct		
JOLIET, IL +	CHICAGO, IL +	BNSF 90059	BNSF Direct		
EL DORADO, KS	DODGE CITY, KS	BNSF 90059	BNSF Direct		
EL DORADO, KS	HALSTEAD, KS	BNSF 90059	BNSF Direct		
EL DORADO, KS	DUMONT, TX	BNSF 90059	BNSF Direct		
EL DORADO, KS	EAGLE PASS, TX +	BNSF 90059	BNSF Direct		
NOYES, MN +	BROWNWOOD, TX	BNSF 90059	BNSF Direct		
ST PAUL, MN	CHICAGO, IL +	BNSF 90059	BNSF Direct		
ST PAUL, MN +	OAKHURST, OK	BNSF 90059	BNSF Direct		
ST PAUL, MN +	PORTLAND, OR +	BNSF 90059	BNSF Direct		
ST PAUL, MN +	DUMONT, TX	BNSF 90059	BNSF Direct		
ST PAUL, MN +	VANCOUVER, WA +	BNSF 90059	BNSF Direct		
LAUREL, MT +	GRANITE CITY, IL	BNSF 90059	BNSF Direct		
LAUREL, MT +	ST LOUIS, MO +	BNSF 90059	BNSF Direct		
LINCOLN, NE +	TULSA, OK +	BNSF 90059	BNSF Direct		
LINCOLN, NE +	DUMONT, TX	BNSF 90059	BNSF Direct		
LINCOLN, NE +	HONDO, TX	BNSF 90059	BNSF Direct	A	
MCCOOK, NE	EL PASO, TX +	BNSF 90059	BNSF Direct		
OMAHA, NE +	ELWOOD, MO	BNSF 90059	BNSF Direct		
OXFORD, NE +	OMAHA, NE +	BNSF 90059	BNSF Direct		
ARTESIA, NM	OAKHURST, OK	BNSF 90059	BNSF Direct		
ARTESIA, NM	BAYTOWN, TX +	BNSF 90059	BNSF Direct		
ARTESIA, NM	EL PASO, TX +	BNSF 90059	BNSF Direct		
ARTESIA, NM	HOUSTON, TX +	BNSF 90059	BNSF Direct		

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BNSF 90059

ITEM: 1000

ORIGIN	DESTINATION	COMMODITY	ROUTE	CI	Shipper owned/leased
ARDMORE, OK +	CORSON, SD	BNSF 90059	BNSF Direct		
ARDMORE, OK +	FT WORTH, TX +	BNSF 90059	BNSF Direct		
ARDMORE, OK +	CHEYENNE, WY +	BNSF 90059	BNSF Direct		
TULSA PORT AUTHORIT, OK	DODGE CITY, KS	BNSF 90059	BNSF Direct		
TULSA PORT AUTHORIT, OK	HALSTEAD, KS	BNSF 90059	BNSF Direct		
TULSA, OK +	ALBUQUERQUE, NM +	BNSF 90059	BNSF Direct		
PORTLAND, OR +	PARKER, AZ	BNSF 90059	BNSF Direct		
WILLBRIDGE, OR	PARKER, AZ	BNSF 90059	BNSF Direct		
CHAISSON, TX	DUMONT, TX	BNSF 90059	BNSF Direct		
CHAISSON, TX	HONDO, TX	BNSF 90059	BNSF Direct		
HONDO, TX	DUMONT, TX	2911610-ASPH PETRO LIQ	BNSF Direct		
LUBBOCK, TX	WOLFFORTH, TX	BNSF 90059	BNSF Direct		
MACHOVEC, TX	MINNEAPOLIS, MN +	2911610-ASPH PETRO LIQ	BNSF Direct		
MACHOVEC, TX	WILLOW SPRINGS, MO	BNSF 90059	BNSF Direct		
MACHOVEC, TX	DAYTON, TX +	BNSF 90059	BNSF Direct		
MACHOVEC, TX	DUMONT, TX	BNSF 90059	BNSF Direct		
MACHOVEC, TX	HOUSTON, TX +	BNSF 90059	BNSF Direct		
MACHOVEC, TX	PORT OF BROWNSVILLE, TX	BNSF 90059	BNSF Direct		
MACHOVEC, TX	TEXAS CITY, TX	BNSF 90059	BNSF Direct		
SAGINAW, TX	LUBBOCK, TX	BNSF 90059	BNSF Direct		
SHEERIN, TX	MINNEAPOLIS, MN +	2911610-ASPH PETRO LIQ	BNSF Direct		
SUNRAY, TX	MINNEAPOLIS, MN +	2911610-ASPH PETRO LIQ	BNSF Direct		
SUNRAY, TX	BAYTOWN, TX +	BNSF 90059	BNSF Direct		
SUNRAY, TX	ELDON, TX +	BNSF 90059	BNSF Direct		
WOLFFORTH, TX	LUBBOCK, TX	BNSF 90059	BNSF Direct		
WOODS CROSS, UT	LINNTON, OR	BNSF 90059	BNSF Direct		
VILLARD JCT, WA	LINNTON, OR	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	PEORIA, IL +	BNSF 90059	BNSF Direct		

EFFECTIVE DATE 03/14/2020

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PETROLEUM PRODUCTS

RATE ITEM PRICE LIST

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BNSF 90059

ITEM: 1000

ORIGIN	DESTINATION	COMMODITY	ROUTE	CI	Shipper owned/leased
SUPERIOR, WI +	WILLOW SPRINGS, MO	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	FERNLEY, NV	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	BAYTOWN, TX +	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	BEAUMONT, TX +	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	DUMONT, TX	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	LA CROSSE, WI	BNSF 90059	BNSF Direct		
SUPERIOR, WI +	CHEYENNE, WY +	BNSF 90059	BNSF Direct		
CHEYENNE, WY +	GULF, CA	BNSF 90059	BNSF Direct		
NEWCASTLE, WY	EL PASO, TX +	BNSF 90059	BNSF Direct		



PETROLEUM PRODUCTS
RATE ITEM PRICE LIST

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BNSF 90059
ITEM: 1000

UNIT OF MEASURE

PC Per Car

ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits

GEOGRAPHY

BILLINGS GROUP LPG

BILLINGS, MONTANA +



PETROLEUM PRODUCTS
RATE ITEM PRICE LIST

CUSTOMER COPY

BNSF 90059
ITEM: 1000

	EAST BILLINGS MRL, MONTANA LAUREL, MONTANA +
BILLINGS/LAUREL, MT NEW	BILLINGS, MONTANA + LAUREL, MONTANA +
CHAISSON, TX/BEAUMONT, TX NEW	BEAUMONT, TEXAS + CHAISSON, TEXAS
OAKHURST/SAPULPA, OK	OAKHURST, OKLAHOMA SAPULPA, OKLAHOMA
TULSA OK GROUP NEW	TULSA PORT AUTHORITY, OKLAHOMA TULSA, OKLAHOMA +

NOTES

Adding lane Lincoln to Hondo, TX.

PA-00021202-29 Version: 199 03/13/2020 04:46:58 PM

EXHIBIT 2

BNSF Rules Book 6100-B



Issued: October 28th, 2019

Effective: November 18, 2019

Changes: Pages 28, 57, 58

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Item 100 – BNSF Website

BNSF public miscellaneous and pricing publications subject to BNSF 6100-Series are available to download and view on BNSF's website <http://www.bnsf.com>. For those parties who wish to receive notice of changes to those publications, as well as this Rules Book:

The party may subscribe online using BNSF's subscription tool. Once subscribed, the subscribing party will receive an e-mail each time an update is posted to the BNSF website. To subscribe, access the following link and click "Subscribe to Price Updates":

<http://domino.bnsf.com/website/prices.nsf/ba3?OpenForm>

This service is provided free of charge, and the subscribing party is responsible for keeping e-mail information current in their subscription profile.

Item 110 – Explanation of Abbreviations and Reference Marks

<u>ABBREVIATION</u>	<u>EXPLANATION</u>
BNSF	BNSF Railway Company
BOE	Bureau of Explosives
CFR	Code of Federal Regulations
CSP	Camas Prairie Railnet, Inc
LARS	BNSF's Load and Ride Solutions Team
OPSL	Official Railroad Station List
RER	Official Railway Equipment Register
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification
US	United States

<u>REFERENCE MARK</u>	<u>EXPLANATION</u>
(I)	Denotes increase.
(R)	Denotes reduction.
(C)	Denotes changes in wording which result in neither increases nor reductions in charges.

SECTION 1 – General Rules and Regulations**Item 1000 – Description of Governing Classification**

The term “Uniform Freight Classification”, when used herein, means UFC 6000-Series.

Item 1020 – Station Lists and Conditions

This book is governed by OPSL 6000-Series for BNSF revenue stations.

Item 1040 – Explosives and Dangerous Articles

For rules and regulations governing the transportation of explosives and other dangerous articles, also specifications for shipping containers, and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see BOE 6000-Series.

Item 1060 – Reference to Tariffs, Items, Notes, Rules, etc.

Where reference is made in this Book to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

Item 1080 – Omnibus Clause

Except as otherwise provided, shipments made under rates referring to this Book are entitled to the following services: Demurrage, diversion, inspection, reconsignment, storing, switching, transfer, weighing, and other services, and are subject to the charges therefore, if any, of the carrier performing the service.

Item 1090 – Traffic From or To BNSF Revenue Stations (Former BCOL Only) in British Columbia

Rail cars originating at or destined to BCOL stations in British Columbia that have been adopted by BNSF, while in possession of CN, are subject to all rules and charges as stipulated in Tariff CN 9000-Series, Tariff CN 6400, 6544, and 6580-Series. Accessorial charges as defined in these four Tariffs, and their successors, will be assessed by CN.

Item 1100 – Application of Items to Non-Regulated Traffic

On non-regulated rail traffic, such as that transported under an exempt transportation contract, under an exempt rate quotation, or under exempt rate memorandum, except to the extent that special provisions for accessorial services to be provided by BNSF are stated within the transportation contract, exempt rate quotation or exempt rate memorandum, the rules, regulations and charges for such accessorial services will be as set forth in tariffs or books to which BNSF is a party and shall apply to the same extent and in the same manner as if the subject transportation had been regulated.

As a partial listing of the accessorial services described herein, and not in limitation thereof, accessorial services are defined to include demurrage, diversion, inspection, reconsignment, storing, switching, transfer, weighing, and other services not specified above.

Item 1120 – Consecutive Numbers

Where consecutive numbers are represented in this Book by the first and last numbers connected by the word “to” or a hyphen, they will be understood to include both of the numbers shown and all numbers in between the first and last numbers.

If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

Item 1130 – Car Capacity

Car capacity parameters are based on Load Limit. For marked capacities, lengths, dimensions, and cubical capacities of cars, see Equipment Characteristics at [BNSF - Customers - Equipment](#)

Item 1140 – BNSF Hazardous Waste Manifest Process

1. Per 49 CFR 172.205.1, BNSF on-site representative must sign and date hazardous waste manifest at the time shipment is tendered. The on-site representative must sign as follows:
“_____ (Name), _____ (Company) on behalf of BNSF _____ (Date).”
2. When shipment is tendered to BNSF, generator or other responsible party is required to submit copies of executed hazardous waste manifest, AOC and shipping instructions to:

BNSF WAYBILLING

waybillsolutions@bnsf.com

PH 1-888-428-2673, option 3, 2, 3

3. Generator or other responsible party must overnight mail or courier a copy of the manifest signed by the generator, transporter and the next designated facility to:

BNSF Railway Company

Building A

ATTN: RPW Solutions

Hazardous Waste Manifest

3001 Lou Menk Drive

Fort Worth, TX 76131-0031

4. For hazardous waste exported to Canada or Mexico, transporter must sign and date the manifest indicating when the hazardous waste left the United States. Generator or other responsible party must complete Item 15 (“Special Handling Instructions and Additional Information”) of EPA Form 8700-22 indicating that the hazardous waste left the United States. *Refer to 40 CFR 263.20-22.*
5. EPA Acknowledgement of Consent (AOC) must accompany hazardous waste shipments in addition to a shipping paper containing all the information required on the hazardous waste manifest (excluding the EPA identification numbers, generator certification, and signatures). *Refer to 40 CFR 263.20 (f)(2).*
6. EPA issues an Acknowledgement of Consent to the generator of the waste, or other responsible party, only after the receiving country informs EPA of its consent. None of this happens until the exporter has furnished a notification to EPA, and EPA has provided this document to the receiving country (e.g. Canada and Mexico) and has requested consent.
7. At the Border (export hazardous waste), transporter gives a copy of the manifest to a U.S. Customs official at the U.S. departure point. U.S Customs forwards copies of the manifests received to EPA for tracking and monitoring. *Refer to 40 CFR 263.20(g)(4).*

For more information regarding hazardous waste manifests, please visit BNSF Waste Products site at:

[Solid Waste and Refuse](#)

Item 1145 – BNSF Team Track Requirements

To access BNSF Team Tracks, an executed Right of Entry and Use Agreement must be in place with applicable insurance coverage.

For additional information regarding all requirements for BNSF Team Tracks, please see:

<http://www.bnsf.com/customers/where-can-i-ship/team-tracks/>

Item 1150 – List of Standard Transportation Commodity Code Numbers (STCC) for Poison Inhalation Hazard (TIH/PIH) Commodities

When reference is made to this Item in other publications, the following Standard Transportation Commodity Codes are applicable:

STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC
4821019	4821261	4821722	4830030	4901105	4901110	4901130	4901131	4901133
4901134	4901135	4901137	4901140	4901142	4901143	4901149	4901153	4901172
4901174	4901179	4901180	4901205	4901218	4901220	4901223	4901225	4901227
4901229	4901230	4901234	4901235	4901236	4901237	4901240	4901242	4901244
4901245	4901246	4901250	4901254	4901257	4901258	4901260	4901262	4901263
4901264	4901271	4901273	4901276	4901280	4901282	4901283	4901288	4901301
4901302	4901303	4901305	4901306	4901307	4901308	4901311	4901312	4901315
4901316	4901317	4901319	4901320	4901322	4901324	4901325	4901326	4901336
4901341	4901342	4901343	4901344	4901345	4901350	4901364	4901365	4901366
4901367	4901374	4901376	4901381	4901384	4901388	4901389	4901390	4901391
4901393	4901398	4901399	4901401	4901402	4901403	4901406	4901413	4901414
4901418	4901420	4901422	4901430	4901435	4901437	4901440	4901445	4901450
4901456	4901461	4901465	4901501	4901504	4901506	4901507	4901510	4901511
4901514	4901516	4901520	4901521	4901526	4901527	4901528	4901530	4901532
4901533	4901535	4901537	4901538	4901539	4901540	4901541	4901542	4901544
4901545	4901546	4901550	4901551	4901552	4901553	4901554	4901557	4901558
4901560	4901561	4901562	4901564	4901565	4901566	4901567	4901568	4901570
4901572	4901573	4901574	4901575	4901576	4901577	4901581	4901582	4901586
4901587	4901590	4901596	4901597	4901599	4901632	4901705	4901713	4901714
4901715	4901717	4901719	4901720	4901722	4901724	4901725	4901726	4901778
4901779	4901801	4901802	4901803	4901804	4901805	4901806	4901807	4901808
4901809	4901810	4901811	4901812	4901813	4901814	4901815	4901816	4901817
4901819	4901820	4901821	4901822	4901823	4901824	4901825	4901826	4901827
4901828	4901829	4901830	4901831	4901832	4901833	4901834	4901835	4901836
4901837	4901838	4901839	4901840	4901841	4901842	4901843	4901844	4901845
4901846	4901847	4901848	4901849	4901850	4901851	4901852	4901853	4901854
4901855	4901856	4901857	4901858	4901859	4904209	4904210	4904211	4904879
4907409	4907434	4909306	4909307	4910370	4916138	4918180	4918505	4918507
4920101	4920102	4920103	4920104	4920105	4920106	4920107	4920108	4920110
4920111	4920112	4920113	4920115	4920116	4920117	4920118	4920122	4920135
4920160	4920164	4920165	4920167	4920173	4920174	4920175	4920178	4920180
4920181	4920183	4920184	4920187	4920188	4920189	4920195	4920196	4920300
4920301	4920302	4920303	4920304	4920305	4920306	4920307	4920308	4920309
4920310	4920311	4920312	4920313	4920314	4920315	4920316	4920317	4920318
4920319	4920320	4920321	4920322	4920323	4920324	4920325	4920331	4920337
4920342	4920343	4920344	4920346	4920347	4920348	4920349	4920351	4920352
4920353	4920354	4920355	4920356	4920357	4920359	4920360	4920368	4920369
4920371	4920373	4920375	4920378	4920379	4920380	4920381	4920382	4920383
4920392	4920394	4920395	4920396	4920398	4920399	4920502	4920503	4920504
4920505	4920508	4920509	4920510	4920511	4920513	4920515	4920516	4920517
4920518	4920522	4920523	4920525	4920526	4920527	4920528	4920530	4920531
4920534	4920535	4920536	4920547	4920550	4920556	4920559	4920570	4920571
4920715	4921000	4921003	4921004	4921006	4921008	4921009	4921010	4921016
4921019	4921020	4921023	4921024	4921028	4921063	4921202	4921207	4921211
4921213	4921216	4921239	4921245	4921248	4921251	4921252	4921254	4921255

Item 1150 – (Continued)

STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC
4921275	4921287	4921288	4921304	4921401	4921402	4921404	4921405	4921413
4921414	4921420	4921438	4921473	4921487	4921495	4921497	4921558	4921587
4921695	4921722	4921727	4921730	4921741	4921742	4921744	4921745	4921746
4921756	4923113	4923117	4923209	4923298	4927004	4927006	4927007	4927008
4927009	4927010	4927011	4927012	4927014	4927018	4927019	4927022	4927023
4927024	4927025	4927026	4927027	4927028	4930024	4930030	4930050	4930204
4930260	4931201	4932010	4932352	4932385	4933327	4935231	4936106	4936110

Item 1155 – Toxic Inhalation Hazard (TIH/PIH) cars released without billing

Prior to releasing a car or residue shipment of toxic inhalation or poison inhalation hazard material (TIH/PIH) as described in Item 1150 above, a shipper must provide proper forwarding instructions. In the event that a shipper tenders loaded or empty TIH/PIH cars without proper forwarding instructions in the BNSF Systems at the time of release, at either an industry location or at an interchange point, these cars may not be accepted by BNSF. In the event TIH/PIH cars are tendered with non-TIH/PIH cars, BNSF will pull the tendered cars from a set, up to the first TIH/PIH car lacking proper forwarding instruction. Any cars located on the track behind the TIH/PIH car lacking proper forwarding instructions may not be pulled until the next regularly scheduled switch, after BNSF receives and processes proper forwarding instructions for the previously undocumented TIH/PIH car. Shipper may be subject to applicable charges.

Item 1158 – Compliance with TSA Regulations Regarding TIH/PIH and other Rail Security Sensitive Materials

The Transportation Security Administration (TSA) issued regulations applicable to Rail Security Sensitive Materials (RSSM) and affecting shippers, carriers, and receivers of RSSM commodities, which went into effect April 1, 2009. RSSM are designated by the TSA and include TIH/PIH commodities (listed in Item 1150 of this Rules Book) and more than 5,000 lbs. of either division 1.1, 1.2, or 1.3 Explosive materials or Class 7 radioactive materials. These regulations concern, among other things, the positive and controlled hand-off of RSSM railcars between shippers and the railroad and between the railroad and receivers in a High Thread Urban Area (HTUA).

Prior to tendering a shipment, shipper shall review the current regulations to determine whether the commodity qualifies as a RSSM shipment. RSSM materials are defined by TSA in the Code of Federal Regulations at 49 CFR § 1580. The current list of all HTUAs is established by the Department of Homeland Security and can be found in Appendix A to 49 CFR part 1580. A copy of 49 CFR § 1580 is available online via the e-CFR homepage link found at: <http://www.ecfr.gov/cgi-bin/ECFR?page=browse> . For informational purposes only, BNSF maintains a list of RSSM commodities on our website at: [Rail Security Sensitive Materials](#); customers must review the applicable regulations in effect at the time of shipment.

For customers shipping any RSSM materials, prior to tendering a RSSM shipment, a customer must ensure that the entity tendering the shipment as well as the receiver of the commodity are in compliance with all rules and regulations applicable to such shipments, including the Rail Security Requirements contained in the CFR part 1580.

Item 1158 – Continued

Such requirements may include:

- Performance by shipper of a physical inspection of the rail car before loading for signs of tampering, signs that the security of the car may have been compromised; and for suspicious item or items;
- Storage by shipper of the loaded rail car in a rail secure area following physical inspection and prior to positive hand-off to the rail carrier in which the rail carrier takes physical custody of the rail car;
- Obtaining the full and complete documentation of transfer of the rail car from the shipper to the rail carrier and from the rail carrier to a receiver in a HTUA;
- Provision by the shipper and/or receiver of detailed information upon request to TSA relating to the location of RSSM carloads while in the custody of the shipper and/or receiver; and
- Storage of a rail car in a rail secure area following transfer of rail car from a rail carrier to a receiver located in a HTUA.

The foregoing list of sample requirements is provided for informational purposes only and the customer, shipper, and receiver must review and comply with all requirements in effect at the time of shipment; the customer and shipper must also ensure that the designated receiver of any RSSM shipments is also able to comply with all applicable requirements. Non-compliance of this policy may result in freight delays and assessment of any applicable assessorial charges, including but not limited to charges contained in BNSF Demurrage Book 6004-Series and BNSF Switching Book 8005-Series.

Item 1160 – BNSF Published Signatureless Contracts

Except as otherwise provided, shipments moving under BNSF Published Signatureless Contracts will be subject to BNSF Contract Rules Book 90010-Series.

Item 1165 – Statute of Limitations

Unless otherwise provided, interpretation and enforcement of the Price Authority shall be governed by the laws of the State of Texas.

SECTION 2 – Specific Rules and Regulations – Without Charges

Item 2000 – Charges Payable in United States Funds

Except as otherwise provided, rates and charges in this Book, and those making references to this Book, are stated in money of the United States and are payable in United States' dollars or its equivalent.

Item 2020 – Deductible on Loss or Damage of Iron or Steel Scrap

No claim or suit for the physical loss or damage to any shipment of Iron or Steel Scrap, transported via BNSF, shall be made or filed by a Customer for amounts of \$250.00 or less (Minimum Claim Amount). If customer's proven loss or damage is in excess of the Minimum Claim Amount, the Minimum Claim Amount shall be deducted from any claim made against carrier(s) for any shipments transported by the carrier(s).

Item 2040 – Defective Cars, Minimum Weights on Shipments Loaded In

If, by reason of the character, construction, or age of equipment furnished, the minimum carload weight, as specified in the tariffs or classifications, cannot be loaded, the minimum weight to be charged for on shipments loaded therein shall not exceed the safe loading capacity as determined by the Operating, Transportation, or Inspection Departments.

Item 2060 – Definition of "Intrastate" and "Interstate" Traffic

- A. The term "Intrastate Traffic" applies to traffic having origin, destination, and entire transportation within the same state.
- B. The term "Interstate Traffic" applies to:
 - 1. Traffic having origin in one state and destination in another state; or
 - 2. Traffic having origin and destination within the same state when transported via a route operating through another state.

Item 2080 – Distance, Method of Obtaining

Various charges in documents referring to this Book are based on mileages. To determine miles refer to BNSF Carload Shipping Advisor at www.BNSF.com.

Item 2100 – Emergency Routing

Rates in documents referring to this Book will apply only via the routes and junction points authorized therein, except that when in the case of pronounced traffic congestion (not an embargo), washout, wreck, or other similar emergency, or through carrier's error, carriers forward shipment via other junction points of the same carriers, the rate to apply will be that specified in the document referring to this Book but not higher than the rate applicable via the route of movement.

Item 2130 – Special Assessment

BNSF may require the Shipper to pay any costs, expenses, charges, fees, taxes, tolls, duties, levies, usage fees, access fees, surcharges, and special charges that apply to the transport by BNSF of applicable shipments that are imposed by, but are not limited to, any port authority, federal, state, local, or governmental body.

Item 2140 – Transaction Privileges and Educational Excise Taxes on Arizona Intrastate Traffic

All carload rates and charges in connection with Arizona intrastate traffic are subject to the Arizona transaction privileges and educational excise taxes in effect at the same time of shipment.

Item 2160 – Gross Receipts Tax on New Mexico Intrastate Traffic

All carload rates and charges in connection with New Mexico intrastate traffic are subject to the New Mexico Gross Receipts Tax in effect at the same time of the shipment.

Item 2180 – Mileage Allowance Application

By use of rates making reference to this Book, shipper warrants that its interest in the equipment used under rates subject to this Book is sufficient to permit it to waive full payment of mileage allowance. Shipper will, and BNSF will not, be liable for mileage allowances in excess of the above obligation. In the event that a party other than the shipper using these rates submits a claim to the railroad for mileage allowance payments in excess of BNSF's obligation under this tariff, shipper shall, at BNSF's option, either (1) release, defend, and indemnify BNSF from said claim including attorney's fees and cost of litigation, or (2) reimburse BNSF for excess mileage allowances paid by BNSF within thirty (30) days of notice by BNSF.

Item 2200 – Order Bills of Lading – Order Notify

BNSF does not provide Order-Notify or Restricted Delivery service. Bills of lading or shipping instructions tendered to BNSF in the form of an order-notify bill of lading or a restricted delivery straight bill of lading will be handled as straight bills of lading. Instructions to the effect of requiring BNSF not to complete delivery of a shipment until either securing authorization for delivery from the shipper or another party, surrender of the bill of lading, or notification by BNSF to the shipper or another party shall have no effect and shall be void regardless of whether such instructions are contained in an order-notify bill of lading or a restricted delivery straight bill of lading; and BNSF shall have no liability for delivering a shipment to the consignee listed in the bill of lading contrary to such instructions. All of the foregoing terms of non-acceptance of Order-Notify or Restricted Delivery Straight Bills of Lading apply to BNSF- received interline traffic.

Item 2220 – Receipt and Delivery of Freight, Restrictions On

Nothing in tariffs to which BNSF is a party shall require BNSF to receive or deliver any carload shipment when such receipt or delivery is impracticable because of any riot, strike, picketing, or other labor disturbance.

Item 2240 – Refused or Unclaimed Freight

The following practice will be followed in the handling of freight which is refused or unclaimed:

- A. Non-perishable Freight Consignee as described in the waybill, and/or the party receiving the railcar, will be notified promptly of the arrival of shipments at destination. In case of refusal by the consignee as described in the waybill, and/or the party receiving the railcar, to accept the freight, or if freight is unclaimed five days after notice of arrival has been duly sent or given, consignor will be sent a notice showing:

Name of Consignee as described in the waybill, and/or the party receiving the railcar

Description of freight

Point of origin and date of shipment whether property has been refused or remains unclaimed

Which notice should also state substantially that if disposition is not arranged for, the property will be subject to sale as provided in Section 4, Paragraph (b) of the Uniform Bill of Lading as published in Tariff UFC 6000-Series.

- B. Perishable Freight Consignee will be notified promptly of the arrival of perishable freight, but whenever necessary to prevent loss or waste, perishable freight which is refused, unclaimed, or undelivered may be sold at the discretion of the carrier, without advertising and without further notice, as provided in Section 4, Paragraph (c) of the Uniform Bill of Lading as published in Tariff UFC 6000-Series.

Item 2250 – Rule Governing Barrier Seal Application

This rule establishes the prerequisites for a party to claim rail carrier responsibility/liability for lading contamination, adulteration, or shortage due to a seal exception, and will apply on the following car types: Box Cars with AAR Mechanical designation beginning with X, Covered Hoppers with AAR Mechanical designation of LO, and Tank Cars with AAR Mechanical designation of T. With the exception of paragraph 3 herein, this item does not apply on the transportation of perishable commodities moving in refrigerated equipment.

1. The shipper is responsible to protect the safety and integrity of its lading, including, but not limited to, the application of barrier seals to railroad cars to prevent unauthorized access to its lading. A minimally-accepted barrier seal will be composed of braided steel strands (high-tensile strength steel cable) totaling one-eighth (1/8) inch in diameter. For all grain shipments (STCC 01xxx-xx) the minimally-accepted barrier seal will be composed of braided steel strands (high-tensile strength steel cable) totaling one-sixteenth (1/16) inch in diameter.
2. A cargo loss claimant must be able to provide documentary evidence that the required seals were applied properly and immediately after completion of loading to all loading and/or unloading devices on the railcar. Proof must be established by furnishing date and time of completion of loading, seal number, seal location, and date and time of seal installation, by one or more of the following methods:
 - a. Third (neutral) party inspection, and/or

Item 2250 – Continued

- b. Manual log entry signed by the person applying the seal and verified by another person, and/or
 - c. Video tape, to include the railroad car number
- 3. If a seal is missing, defective, or tampered with, the receiver/consignee must report the exception and all known facts relating thereto to Cargo Claims (1-800-333-4686, opt 1) within four (4) hours of actual placement of the railcar.
- 4. If all of the foregoing prerequisites are satisfied, BNSF will accept responsibility for the condition of the lading at destination. Acceptance of this responsibility will not constitute any admission or acknowledgement by BNSF that the lading is contaminated, adulterated, or unfit for human or animal consumption. A missing, defective, or tampered-with seal does not create a presumption of contamination, adulteration or shortage. It is the responsibility of the Claimant to provide substantial and significant evidence of lading contamination, adulteration, or shortage. The lading may be rejected to BNSF for disposal in a manner deemed appropriate by BNSF. Salvage value obtained by BNSF will be remitted to a claimant in reduction of its cargo loss claim. Alternatively, if a claimant will not allow BNSF to take possession and dispose of the lading in mitigation of the loss, BNSF's liability will be limited to the original value of the shipment less the highest value the lading has in a secondary market as reasonably determined by BNSF. BNSF shall, upon written request from shipper, supply documentation sufficient to show the basis for BNSF's determination. If the shipper disputes the determination, BNSF and shipper will meet to discuss the issue. If the parties agree, a neutral third party may make the determination.
- 5. All other claims for lading loss or damage will be governed, or continue to be governed by the applicable rules, terms, and conditions as stated in their governing contract of carriage.

Item 2260 – Return of Refused or Rejected Shipments

- A. When a shipment has reached destination but is refused or rejected and not unloaded and is returned to the original point or a directly intermediate point, the return movement will be subject to (1) the rate, minimum weight and route from the original point in effect on date shipment is tendered for return, or (2) to the rate, minimum weight and route applicable for such return movement, if lower.
- B. When a refused or rejected car was part of a shipment subject to multiple car or unit train rates, the return movement will be subject to (1) the applicable single car rate, minimum weight and route from the original shipping point to destination in effect on date shipment is tendered for return, or (2) to the rate, minimum weight and route applied for such return movement, if lower.
- C. The provision of this item do not apply to Coal (STCC 11).

Item 2265 – Liability and Indemnity

RAILROAD PARTIES SHALL NOT BE LIABLE, AND CUSTOMER SHALL RELEASE, INDEMNIFY AND HOLD HARMLESS RAILROAD PARTIES, FOR ALL LOSS, DAMAGE, OR INJURY (COLLECTIVELY, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION, LIABILITY TO THIRD PARTIES, FINES, PENALTIES, ENVIRONMENTAL RESPONSE, INVESTIGATION, AND REMEDIATION COSTS, AND NATURAL RESOURCE DAMAGES) ARISING FROM (A) ANY DEFECTS IN OR FAILURE OF PRIVATE EQUIPMENT; (B) IMPROPER LOADING OR UNLOADING PRACTICES, INCLUDING WITHOUT LIMITATION EXCESS WEIGHT OR FAILURE TO PROPERLY CLOSE, SECURE AND TENDER LOADED OR EMPTY EQUIPMENT; (C) FAILURE BY THE CUSTOMER (OR ITS AGENTS OR CONTRACTORS OR RECEIVERS) TO COMPLY WITH THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE IN THE PRICE AUTHORITY OR WITH THE RULES APPLICABLE TO CUSTOMER WITH RESPECT TO THE MOVEMENT OF COMMODITIES PURSUANT TO THE PRICE AUTHORITY; (D) THE PRESENCE OF ANY TRACE CHEMICALS OR CONTAMINANTS IN THE COMMODITY WHICH ARE NOT DESCRIBED IN THE COMMODITY'S PROPER U.S. DOT SHIPPING DESCRIPTION, AS PROVIDED IN APPLICABLE U.S. DOT REGULATIONS; OR (E) ANY LOSS, DAMAGE OR INJURY TO THE EXTENT CAUSED BY CUSTOMER (OR ITS AGENTS OR CONTRACTORS OR RECEIVERS). THE LIABILITY ASSUMED BY CUSTOMER SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILROAD PARTIES, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE RAILROAD PARTIES. "Railroad parties" as used herein shall refer to BNSF and BNSF affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, agents and handling carriers.

Item 2270 – Cargo Loss, Damage and Delay Provisions/Liability Restriction

The provisions of 49 U.S.-C. § 11706 do NOT apply to shipments which are governed by the terms of this Rule Book.

Carrier* will not be liable for loss, damage, or delay to lading caused by an Act of God, a public enemy, the authority of the law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the lading is not in the actual physical custody and control of Carrier.

Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing, ventilation of the cargo. Shifting of a load enroute is, of itself, not evidence of Carrier mishandling. If other than a Railcar** with mechanical protection against heat and cold is requested by the shipper/consignor, Carrier is not responsible for the deterioration of the product which may occur because of temperature within the Railcar. Shipper is responsible for affixing a seal to each Railcar door or hatch.

Shipper acknowledges and accepts the inherent tendency of perishable goods to deteriorate or decay. Carrier is not liable for the decline of goods as is reasonably expected to occur while enroute. Carrier is not liable for the decline of goods attributable to disease or decay within the goods when loaded.

Carrier is not liable for shortage of lading unless there is physical evidence of unauthorized forced entry into the Railcar while in Carrier's possession. Shortage claims must be verified and supported by an actual tally of packages loaded at origin and an actual tally of packages unloaded at destination. Origin and destination seal records must be furnished. Carrier may settle shortage of lading claims without proof of accepted barrier seal application for Agricultural Product Shipments as described in Item 2250 basis certified weights where origin can furnish origin weights and destination can furnish destination weights.

Carrier agrees to transport shipments with reasonable dispatch. Carrier does not guarantee rail service within any particular time frame. Carrier's maximum liability for cargo is the lower of its original cost or the cost of replacement. Carrier is not liable for special or consequential damages or for damages due to market decline. Carrier will not be responsible for any loss, damage, or delay to cargo that occurs outside of the United States or Canada.

A claimant must mitigate its damage by acceptance of damaged cargo, and may not abandon damaged goods to Carrier unless the damaged lading retains no value. Product that is abandoned to Carrier in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.

There shall be no presumption of carrier fault for the loss, damage, or delay of cargo. The burden of proof to establish the culpability of Carrier is upon the claimant. Carrier is not liable for any loss, damage, or delay of cargo, except where Carrier's intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury. If Carrier's act or omission is not the sole cause of the injury but contributes to the loss, damage, or delay to the cargo, then Carrier will be liable only for that portion of the injury as corresponds to its comparative culpability.

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Carrier's maximum liability per Railcar is \$250,000.00 or as stated in the governing price authority; most restrictive liability will apply. BNSF will not be liable for damage where BNSF's liability is determined to be \$1,000.00 or less per railcar. No claim will be filed or paid for injury to lading of less than \$1,000.00 per Railcar.

Federal Excise Tax Claims

The claimant must request that BNSF produce the required loss or destruction documentation, so the claimant can file a claim with the government to receive a Federal Excise Tax refund or credit allowance on such shipments as alcohol, alcoholic beverages, tobacco products, or firearms. Whether or not a refund claim is actually filed, the amount equivalent to the Federal Excise Tax will not be made part of any claim against BNSF, and BNSF will have no liability for such amount of the equivalent, except in the case of loss due to theft. If the shipment is insured, the claimant waves any claim for subrogation.

Filing of Claim

As a condition precedent for recovery against Carrier, a claim for loss, damage, or delay to the cargo must be filed within nine months of the date of delivery or nine months of the reasonably anticipated date of delivery if delivery is not made. Should Carrier decline a claim, suit thereon may not be brought more than nine months after the date of Carrier's written declination. Federal carrier law governs the determination of liability; no State or common law causes of action will be recognized. A lawsuit against Carrier based on indemnification must satisfy the aforesaid time limitations for filing a claim and for initiating a lawsuit.

Failure of Carrier to inspect the cargo will not constitute an admission of liability by Carrier or alter the burden of proof on claimant to establish the liability of Carrier.

If the location of the loss, damage, or delay to the cargo is known to the claimant, the claim must be filed with that rail carrier on whose line the injury occurred. Otherwise, the claim may be filed with any linehaul rail carrier in the route of movement.

A claim must be in writing and must include the following documentation:

Information identifying the rail shipment, including Railcar initial and number, shipper's/consignor's and consignee's/receiver's name, address, and telephone number, shipping date, and commodity.

Origin records or certification on the condition and quantity of the lading at the time goods were tendered to the origin carrier.

Destination records or certification on the condition and quantity of the lading at the time the goods were received from the destination carrier.

A demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus evidence in support of the calculation.

Item 2270 – Continued...

Documentation as to disposition of damaged lading and the salvage proceeds therefrom. On a fresh fruit or vegetable claim, origin and destination USDA inspection reports or the Canadian government equivalent.

For the purposes of consistent and uniform interline claim handling and claim settlement, the specific terms relating to an interline claim will be shared with the associated interline rail carriers, regardless of a confidentially provision in an applicable transportation contract. Any unlocated loss or damage will be settled in accordance with the strictest or most limiting liability terms of the involved carriers.

A Cargo loss, damage, or delay claim can be filed with BNSF by one of the following methods:

1. Electronically via eCargoClaims at www.BNSF.com. See instructions at <http://www.bnsf.com/customers/support-services/rail-freight-cargo-claims/>.
2. Via email to: CargoClaims@BNSF.com.
3. Mailed to: Cargo Claims, BNSF Railway Company, P.O. Box 1738, Topeka KS 66601
4. Faxed to: 785-435-4120.

For additional information on Cargo Claims, visit <http://www.bnsf.com/customers/support-services/rail-freight-cargo-claims/>, email CargoClaims@BNSF.com, or call 1-800-333-4686 Option 2.

Full Liability Transportation Service

As an alternative to the foregoing Restricted Liability provisions, Carrier offers Full Liability transportation subject to the terms and conditions of 49 U.S.C § 11706 (Carmack Amendment) at a rate or charge higher than that applicable to transportation under restricted liability terms. If the shipper elects the Carmack Amendment alternative, it must: (a) not later than the time that the railcar is ordered for loading, notify Carrier of its intention to subject the shipment to 49 U.S.C § 11706 and obtain from the Carrier the applicable transportation rate or charge; (b) place on the bill of lading or shipping order the notation "Shipment is subject to 49 U.S.C § 11706"; and acknowledge that the linehaul transportation charge will be billed 'prepaid'. The shipper's failure to comply strictly with all of the requirements for transportation subject to 49 U.S.C § 11706 shall create a conclusive presumption that the shipment is intended for transport on the Restricted Liability terms of this Item.

*Carrier includes BNSF Railway and all of its connecting linehaul and switching railroads on any shipment for which this Rule Book applies.

**Railcar includes railcar of any description, a trailer, or a container.

Item 2280 – Rules Governing Transportation of Railway Passenger Cars

Except as otherwise provided, BNSF will not accept for transportation over its line or for placement or storage on its tracks or in its yards any railway passenger car or railroad business car, with or without passengers.

Item 2320 – Prices Required Prior to Shipment

BNSF will issue freight bills based on rates that are in effect at the time shipments are tendered to us for movement. Please show the applicable price authority number on your bills of lading (e.g., BNSFQ12345).

BNSF will not allow backdated pricing to cover carload shipments where the customer tendered a shipment prior to a price agreement or after a price agreement has expired. If no other price is in place at the time of movement, existing public prices will be used. For joint line shipments, if an existing through price is not in place, then BNSF will rate and bill these as Rule 11 shipments. This means each linehaul railroad will bill the customer for their portion of the shipment.

Item 2360 – Electronic Shipping Instructions Required

BNSF only accepts shipping instructions (bill of lading, switch instructions) by the electronic methods listed below:

- a. System to System Electronic Data Interchange (EDI).
- b. BNSF Shipping Instruction tool on the Internet.
- c. Rail Industry Shipping Instructions tool on the Internet.
- d. Agilink – PC – based billing package.
- e. Fax to Third Party billing service.

BNSF also requires complete billing prior to the movement in order to ensure efficient handling of the shipment. If a car is released from the loading facility without electronic shipping instructions, the standard demurrage charge per Section 2 of BNSF Demurrage Book 6004-Series will apply until billing is provided by an appropriate method. Consignor/Loader will also be subject to switching charges as outlined in Section 8 of this book.

Item 2362 – Hazardous Materials Transportation

- A. If hazardous materials are to be transported, the equipment used shall be as described in the Official Railway Equipment Register (RER 6412-Series), and tendered to BNSF in accordance with all applicable hazardous material regulations of the U.S. Department of Transportation (“DOT”) as published in Title 49 of the Code of Federal Regulations. All shipments of any hazardous materials tendered to BNSF shall be prepared for shipment, loaded and unloaded pursuant to all applicable laws, rules, regulations, statutes and ordinances concerning the handling, packaging, disposing and transportation of hazardous materials, including without limitation the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 *et seq.*) and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9615 *et seq.*) (collectively, “Applicable Rules”). Each bill of lading shall contain all information required by all Applicable Rules governing the transportation of hazardous materials.
- B. In the event of any leakage, release, spillage, dumping or other discharge of a commodity while in the possession of BNSF, (i) BNSF shall coordinate with applicable agencies and shall coordinate the environmental response, investigation and remediation, as needed, unless the parties provide otherwise for a particular incident; (ii) Customer shall provide prompt advice with respect to the proper

Item 2362 – Hazardous Materials Transportation – Cont...

method of cleanup, disposal and other remedial actions to take with respect to such discharge; and
(iii) Customer and BNSF shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Applicable Rules.

C. All hazardous materials shipments will comply with the Hazardous Material Classification System HM-181, as set forth in 49 C.F.R. § 171.2. In accordance with HM-181 and 49 C.F.R. § 171.2, the following will be required on all shipping documents:

- (1) Description of the hazardous material including proper shipping name(s);
- (2) Hazard class of the hazardous material;
- (3) Identification number (UN/NA) of the hazardous material;
- (4) Immediate first action emergency response information; and
- (5) Telephone number for purpose of obtaining more specific handling.

Customer shall identify all hazardous materials being shipped and list them by proper commodity name on the bill of lading. BNSF will not accept shipments that do not comply with the requirements of HM-181.

D. Compliance with this Item shall in no way alter the responsibilities and obligations of Customer nor the responsibilities and obligations of BNSF under a price authority.

Item 2364 – Transportation of Oil

If the commodity named in the price authority is oil or any part of the commodity is oil, Customer represents and warrants that it has full knowledge of and complies fully with the provisions of 49 C.F.R. Part 130, and has furnished BNSF with the necessary documents as required under 49 C.F.R. Part 130.11(a). Customer shall comply with Rule 2 of Uniform Freight Classification 6000-series, or any future applicable regulatory requirements, when notification is made to BNSF that a shipment contains oil.

Item 2370 – Low Sulfur Diesel Fuel

Shipments of motor vehicle diesel fuel must comply with the U.S. Environmental Protection Agency's regulations at 40 C.F.R. §§ 80.500 *et seq.* This includes, but is not limited to, the requirement to designate and track shipments of ultra low sulfur diesel, registration of all rail fleets/facilities, recordkeeping, and all reporting responsibilities. By the act of tendering such shipments of motor vehicle diesel fuel to BNSF for movement, Customer acknowledges to BNSF that it is compliant with all above-referenced regulations.

Item 2380 – Fuel Purchases

Please be aware that, in accordance with state and/or federal regulations, BNSF may be required from time to time to submit certain information to government agencies relating to your fuel purchases. This information primarily includes the name of the Customer, the consignee, the payer of freight, the type of fuel, the quantity of fuel, and the waybill number for fuel products that either originate or terminate in certain states.

Accordingly, it is Customer's responsibility to ensure that it or its consignee's shipment information is accurately recorded when submitted to BNSF and Customer acknowledges that the shipment information may be relied upon by BNSF in external reporting required by applicable laws and regulations. Further, Customer agrees that disclosure of information by BNSF pursuant to this Item shall not constitute a breach of the confidentiality obligations of BNSF under a price authority and shall not require any further notice to Customer at the time of such disclosure.

Item 2390 – Withholding – Allowance / Incentive Payments

In the event a Customer is delinquent on any outstanding BNSF payments or charges, unless formally under dispute, BNSF reserves the right to withhold and/or deduct any refunds, allowances and/or incentive payments due the Customer. Payments not made to BNSF within the applicable payment terms are considered delinquent.

Item 2400 – Distressed and Derailed Shipments

When a shipment derails, leaks, spills, is overloaded, overweight, imbalanced or otherwise distressed, BNSF reserves the right in its discretion to determine the appropriate handling and disposition of the lading and of any materials associated therewith.

Item 2430 – Canadian Carbon Tax Fee

Shipments to or from Canada may be subject to an additional carbon tax imposed by the Canadian government. This amount may be invoiced separately by the Canadian line-haul carrier. For additional information please contact the Canadian Government or the connecting Canadian railroad.

Item 2440 – Cannabis and Associated Products Prohibited

Section 812 of Title 21 of the United States Code classifies marijuana as an illegal Schedule I Controlled Substance, and US federal law prohibits transporting any federally restricted substance across state lines. Cannabis and associated products including edibles are not accepted by BNSF either directly or in interchange for rail transportation. Under no circumstances will the shipper tender or BNSF knowingly accept cannabis and associated products including edibles. The shipper is liable for any incident and all associated costs and expenses resulting from tendering prohibited shipments, including, but not limited to, distressed shipments, derailments, fines/penalties, loss of life, injury, destruction and contamination of property, equipment, cargo, and structures, remediation, restoration, and train and terminal operations.

SECTION 3 – Specific Rules and Regulations – With Charges**Item 3000 - Charge - Cancellation of Car Order**

A cancellation charge of \$75.00 per car, except Mechanical Refrigerator cars a charge \$300.00 per car, will be applied whenever a car that is already applied to a car order and that car order is cancelled, reduced, or changed. One of the following conditions must be met before charges are applicable:

1. If order is for equipment furnished by BNSF, cars must be spotted at industry at the time the order is cancelled, reduced, or changed (see EXCEPTION); or
2. If order is for equipment furnished by a foreign carrier, cars must be placed on interchange track, already received by BNSF, or spotted at industry at the time the order is cancelled, reduced, or changed.
3. If order is for equipment ordered by foreign carrier from BNSF, cars must be placed on interchange track or already delivered to a foreign carrier at the time the order is cancelled, reduced, or changed (See NOTE).

EXCEPTION: The cancellation charge does not apply to BNSF owned or leased equipment ordered to load commodities covered by Tariff BNSF 4022-Series and BNSF 4023-Series. For provisions to apply see Item 12163 of BNSF 4022-Series and BNSF 4023-Series.

NOTE: BNSF will not absorb any charges assessed by a foreign carrier for the handling of a car ordered and not used in transportation service. Any charges assessed by the foreign carrier will be billed to the party canceling the order.

Item 3020 - Charge - Cleaning and Disinfecting Cars

When BNSF is required to disinfect or clean a box car under State, Federal, County, or Municipal regulations, a charge of \$500 per car will be assessed against the freight payor of the shipment for which such cleaning and disinfecting is made. This charge will be in addition to any applicable charge for fumigation.

Item 3030 – Charge for Transferring, Adjusting or Repackaging of Lading

Shipper's responsibility for properly preparing a load for rail transit is defined in Rule 27, Section 3, *Uniform Freight Classification 6000-Series*. The shipper is responsible for all transferring, adjusting or repackaging to include the recovery and disposal of spilled or astray cargo except on proof by the shipper of BNSF negligence. This responsibility further extends to cargo transfer, adjustment or repackaging to include the recovery and disposal of spilled or astray cargo made necessary by the failure of privately-owned rail equipment and other owner responsibility situations including, but not limited to, those listed in Rule 96, *Field Manual of the A.A.R. Interchange Rules*.

Item 3030 – Continued...

If a rail car shipment requires transferring, adjusting or repackaging while in BNSF possession (including in transit) BNSF will notify the shipper of the requirements and the availability of a third-party contractor to perform the work. The shipper will pay all expenses and manage the shipment's or rail car's transferring, adjusting or repackaging with a contractor of choice that is also suitable to BNSF meeting, and in compliance with, all BNSF practices, policies and procedures including those related to general safety and personal protective equipment. Work will commence only after the execution of a Release of Liability to BNSF. The shipper will also be responsible to secure the services of and pay for a BNSF approved escort for the shipper's employees and agents while on BNSF property.

Should the shipper fail to make the necessary arrangements or complete the work within a reasonable time (as determined on an individual case-by-case basis by BNSF) BNSF reserves the right to undertake the work itself or through its designated contractor without further notification to the shipper. In such cases the actual cost of the work, with a 15% additive applied to the total, will be the responsibility of, and charged to, the shipper.

When a rail car is switched to a location for transferring, adjusting or repackaging, inter-terminal or intra-terminal switching charges as outlined in *BNSF 8005-Series* and demurrage or storage charges as outlined in BNSF 6004 will be assessed against the shipper.

Item 3035 – BNSF Railcar Loading Rules

Shipper is responsible for loading railcar, including private railcars, so that lading will not be released, discharged or inadvertently removed from railcar during rail carrier handling, and shipper is responsible for the removal and/or remediation of lading released on BNSF property, including indemnifying BNSF from any and all associated and related costs, expenses, levied fines and/or penalties.

BNSF incorporates the AAR Loading Rules, Pamphlets and General Information Series into our Loading Rules.

For Closed Cars (boxcars) the safety rules that apply are "General Rules Covering Loading of Carload Shipments of Commodities in Closed Cars – Circular 42 Series".

For Hazmat Shipments, Bureau of Explosives Series 6000 applies.

For Open Top Equipment (e.g. flatcars, gondolas and hoppers) the rules are governed by the Association of American Railroads Open Top Loading Rules Manual.

Item 3060 - Charge - Detention on Heavy Duty Flat Cars

For detention and use charges on heavy duty flat cars, see Tariff RIC 6740-Series.

Item 3070 - Private Tank Cars Containing Lard/Grease/Tallow Unfit For Movement Over BNSF Rail Lines, Yard Humps And Switch Yards Due To Residue on The Wheels, Excess Residue on the Car Exterior or Mechanical Defects Resulting In Leakage of Lading During Rail Carrier Handling

Upon release of loaded or empty railcars the car consignor/consignee has the responsibility to clean lading residue from the wheels and exterior, insure that the railcar is in proper mechanical condition for safe movement and properly sealed to prevent leakage.

1. AT ORIGIN/DESTINATION: If a railcar is found with lading residue on the wheels or exterior while at the origin or destination and after having been removed from the facility but still within the origin or destination terminal where loaded or unloaded, car will be returned to the facility for proper cleaning or repair. An intra-terminal switch charge at level found in BNSF Switch Book 8005-Series will be assessed for return of car to the facility. The consignor/consignee respectively will also be assessed a \$500 penalty charge per car requiring return to the facility for proper cleaning or repair.
2. IN TRANSIT: Railcars found in transit with lading residue on the wheels, car exterior or leakage of lading will not be humped and will be manually switched around the hump for proper entraining. An intra-terminal switch charge at level found in BNSF Switch Book 8005-Series will be assessed at each hump location where manual switching takes place. The consignor/consignee respectively will also be assessed a \$500 penalty charge per car for the manual switching performed at each hump location in the actual route of movement from origin to destination.

Assessment and/or payment of any of the foregoing charges will not relieve the consignor or consignee respectively of responsibility for property damage, cost of clean-up, personal injury or death attributable to the presence of lading residue on car wheels, car exterior or lading leakage due to mechanical defects.

Consignor/consignee is liable for and will defend and indemnify Railroad from all property damage, personal injury or death attributable to lading residue on wheels, car exterior or lading leakage due to mechanical defects even if Railroad does not detect that a railcar has lading residue on wheels, car exterior or lading leakage at the time of release to Railroad, while in transit or prior to handling over a hump.

Item 3100 - Charge - Attendants/Riders Accompanying Freight Shipments

- A. This item applies for transportation in freight service of each attendant/rider accompanying freight shipments where such transportation is reasonably required. This item will apply only when advance arrangements have been made between the party to accompany freight shipment and BNSF. Each attendant/rider accompanying a shipment under the provisions of this item must execute a BNSF Release Form in accordance with Rule 43 of the Uniform Freight Classification Tariff UFC 6000-Series prior to movement of shipment. Bill of lading covering shipment must indicate when attendant/rider will accompany the shipment, number of such attendants/riders, and points between which they are to accompany the shipment. BNSF is not required to furnish special accommodations for person(s) riding freight trains.
- B. The charge per attendant for accompanying a freight shipment will be \$1.10/mile, subject to a minimum charge of \$110.00 for one hundred miles.

To determine miles, refer to BNSF Carload Shipping Advisor at www.BNSF.com.

Item 3120 – Charge – On Traffic of Exceptional Dimensions or Weight

Traffic of exceptional dimensions or weight, which can only be handled subject to restrictions when accompanied by representatives of the Track and Signal Departments to remove and replace switch stands, targets, and dwarf signals, reinforcing of bridges or track or any extra work required to be done over and above normal handling by representatives of Car or Engineering Department to accompany load for safety reasons, will be subject to additional charges over and above the freight charges based on actual cost incurred by BNSF for services performed.

Item 3130 – Charge - Pay for Proposal

Except as otherwise provided, there will be a \$1000 charge for each dimensional pre-clearance proposal submitted to the BNSF. While the proposal is in "submitted" status, changes to the proposed dimensions (length, width, height) may be made at any time without penalty. Once the proposal is in "working" status, the customer may make only two additional changes to the proposed dimensions (length, width, height) without incurring an additional charge. Any additional changes (beyond the three total changes described above) to the proposed dimensions will be subject to an additional pre-clearance proposal charge of \$1000. Once the proposal is in "completed" status, no more changes can be made.

Payment of any pre-clearance proposal charges must be made by credit card. The customer's credit card will not be charged until the BNSF Hi Wide team begins the clearance review process at which point the pre-clearance proposal enters "working" status.

For each pre-clearance proposal that results in an actual load moving on the BNSF within one (1) year from the date the clearance review is completed, the customer will be entitled to a refund of \$1000. The customer must submit a refund request through BNSF's eCash system. The customer must be registered with the eCash tool and any refund will be issued either by electronic bank payment (requiring customer to register with bank information) or by check. Charges will not be refunded to the customer's credit card. Requests for refunds must be submitted to BNSF within ninety (90) days of the shipment date contained on the loaded waybill for movement. BNSF will issue refunds within fifteen (15) days of receiving the customer's eCash refund submission.

A refund will only be issued if the clearance results in an actual load moving on the BNSF. In the event the clearance proposal results in BNSF not being able to clear the load for transportation on the BNSF, a refund will not be issued but clearance maximum dimensions will be provided. If the clearance maximum dimensions can be accommodated by the customer and a shipment meeting the clearance maximum dimensions subsequently moves on the BNSF, the customer will then be eligible for a refund pursuant to the terms above. In the event the clearance proposal expires at the end of one (1) year from the date of being approved without the load having moved on the BNSF, a refund will not be issued and a new clearance request subject to the \$1000 fee will be required. The customer will only be eligible for a maximum refund of \$1000 per each approved clearance proposal.

The customer understands and agrees that customer's submissions of a pre-clearance proposal to BNSF or BNSF's clearance of a shipment for transportation on BNSF's system does not create any obligation on BNSF to provide transportation of the proposed shipment or any other shipments that may be tendered by the customer.

Item 3140 - Charge - Document Delay Charges on Export Traffic to Mexico

Except as otherwise provided, carload shipments moving from the United States to Mexico via El Paso, TX, Eagle Pass, TX or Brownsville, TX are subject to the following provisions:

A. Calculations of Charges:

1. Forty-eight (48) hours free time will be allowed for the completion of all documentation required for the legal exportation from the United States and for importation of a shipment into Mexico. *Exception - Carload shipments originating in Arkansas, Arizona, Louisiana, Oklahoma, New Mexico and Texas will be allowed twenty-four (24) hours free time.*
2. Free time will be computed from the first 12:01 a.m. after "Despacho Previo" (See Note) notification. Sundays and holidays will be excluded in the computation of free time.
NOTE: "Despacho Previo" is a Mexican Customs' program to pre-document exports from the United States into Mexico prior to the interchange of cars to a Mexican railroad.
3. Following the expiration of free time, a Document Delay charge will be assessed until the car is released for entry into Mexico. The document delay charge will be \$75 per car, per day, or fraction thereof for the first three days. Thereafter, the document delay charge will be \$150 per car, per day.
An additional \$500 charge will be assessed at the time of release of the shipment, if at the time of the release the shipment for export,
 - a. The railcar is physically located within 50 miles of the station where the car will enter into Mexico, and
 - b. The free time has expired.

B. Notification and Release:

1. "Despacho Previo" notification will be sent or given by the BNSF to the consignee, or party designated by the shipper to receive same, after unit enters the BNSF computer system through customer shipping instructions or receipt of an interline waybill from connections carriers.
2. Cars will be considered to be "released" for entry into Mexico when all of the following requirements have been met:
 - a. All freight and accessorial charges due the BNSF have been paid;
 - b. All requirements to legally export the shipment from the United States to Mexico have been met, and the required documents are furnished to BNSF;
 - c. All requirements to legally import the shipments into Mexico have been met and proof furnished to the BNSF; and
 - d. Shipping instructions have been received by the Mexican rail carrier.

C. Holidays - The following United States and Mexican holidays will be recognized as holidays in the computation of free time:

New Year's Day -	January 1
Constitution Day -	February 5
Birthday of Benito Jaurez -	March 21
Good Friday -	Friday before Easter Sunday
Labor Day -	May 1
Independence Day -	September 16

Anniversary of Mexican Revolution - November 20
Christmas Day - December 25

Item 3150 – Document Delay Charges on Grain Shuttle Trains Destined Stations in Mexico

Except as otherwise provided, shipments of grain or grain products moving in shuttle service from the United States to Mexico via any Texas-Mexico border crossing points are subject to the following provisions:

- A. Calculation of Charges:
 - 1. Twenty-four (24) hours free time will be allowed for the completion of all documentation required for the legal exportation from the United States and for importation of a shipment into Mexico.
 - 2. Free time will be computed from the first 12:01 a.m. after the shuttle train is released loaded.
 - 3. Following the expiration of free time, a Document Delay charge will be assessed until the entire train is released for entry into Mexico. The document delay charge will be \$5,000 per train, per day, or fraction thereof.
- B. Exception: No charges will be assessed if the free time has expired but at the time the train is released for entry into Mexico the train has not yet arrived at the following locations:
 - 1. Rincon, NM for a train enroute the El Paso gateway.
 - 2. Spofford, TX for a train enroute the Eagle Pass gateway.
 - 3. Temple, TX for a train enroute the Brownsville gateway.
 - 4. Temple, TX for a train enroute the Laredo gateway.
- C. Notification and Release:
 - 1. No notification is required to be given by the railroad to any party.
 - 2. Cars will be considered to be “released” for entry into Mexico when all of the following requirements have been met:
 - a. All requirements to legally export the shipment from the United States to Mexico have been met, and the required documents are furnished to the BNSF.
 - b. All requirements to legally import the shipments into Mexico have been met and proof furnished to the BNSF.

Item 3220 - Charge - Free Time and Detention on Cars Delivered to Water Carriers at Vancouver, BC

This item applies on all railroad and railroad controlled cars for which BNSF pays or receives per diem, including BNSF owned or leased cars.

- A. Seven (7) days free time will be allowed from the arrival of loaded or the availability of empty cars for delivery to a water carrier at the BNSF terminal yard in Vancouver, BC, and shall be considered delivered following notification.
- B. Free time will begin at the first 12:01 a.m. following telephone notification, confirmed by Fax transmission of the arrival of loaded cars; or the telephone notification of empty cars available at the BNSF terminal yard in Vancouver, BC.
- C. After expiration of the free time, the following detention charges apply:
 - \$20.00 per car, per day for each of the first fourteen (14) days; and
 - \$60.00 per car, per day for each subsequent day
- D. Once detention charges commence, charges are applicable until cars are returned to BNSF tracks in Vancouver, BC.
- E. Traffic subject to the provisions of this item are not subject to the provisions of BNSF Demurrage Book 6004-Series, except that the provisions of Item 110 (Charges on Cars Containing Explosives or Hazardous Materials) to BNSF Demurrage Book 6004-Series will apply.

Item 3230 – Non-Accident Release (NAR) of Hazardous Materials

In the event that a Non-Accident Release (NAR) on a car loaded with or containing residue of a Hazardous Material Commodities (as defined herein) occurs while in BNSF's possession, a charge of \$5,000 will be assessed for the first occurrence, \$10,000 for the second occurrence, and \$20,000 for a third or more occurrences over 12 months, to the Shipper as identified on the applicable bill of lading.

The charges include the switching required to move the involved car from the track where the NAR occurred, or was first identified, to a track where clean-up and repairs can safely be made. The charge does not include demurrage or any other securement related charges. The shipper will be liable for all expenses associated with the securement, clean-up and other incidental charges associated with handling the NAR.

For a list of applicable Hazardous Material Commodities, subject to this Item, please refer to the Directory of Hazardous Materials Shipping Descriptions as published by Railinc, Section 1 – Part 2 and Section 2, Part 2.

For the purpose of this Item, a Non-Accident Release, is defined as any unintentional release of Hazardous Material Commodities, during transportation that was not caused by a rail related accident or derailment. A NAR, includes leaks, splashes and other releases from improperly secured or defective valves, fittings, and tank shells, and also includes the venting of hazardous gases or vapors from pressure relief devices.

Item 3235 – Railcars Non-Compliant Hazardous Materials Securement Requirements

Railcars carrying hazardous materials or environmentally sensitive materials, whether loaded or carrying only residue amounts, that are found not to comply with all applicable safety standards or requirements or to otherwise be improperly prepared for transport or deemed unsafe by regulators may be moved to an isolation track for securement or correction of the concern. Non-compliances may include, but are not limited to, secondary means of closure, such as shipping plugs, loose swing bolts on manways, safety chains and improper marking, other than placards lost in transit from the pickup location. A charge of \$1,500 will be assessed for the first occurrence, \$3,000 for the second occurrence and \$6,000 for a third or more occurrences over 12 months, to the shipper identified on the applicable bill of lading.

Item 3240 - Charge - Hazardous Materials Destined to Canada

When a shipment of Hazardous Materials arrives at a border crossing between the United States and Canada without proper documentation in compliance with Canadian Transport Commission Regulations, including the Canadian Hazardous Materials Description and proper Canadian Hazardous Materials Placards attached to the car, and the shipment must be held by BNSF at the border crossing, a charge of \$88.00 per day, or portion of a day, will be assessed from the first 7:00 a.m. following notice to the consignor that the shipment is being held awaiting proper documentation and/or placards.

Demurrage and storage charges named in BNSF Demurrage Book 6004-Series will also apply.

Item 3250 – Failure to Complete Unloading of Railcars

Upon arrival and placement of railcars for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment, and for releasing equipment in a condition suitable for reloading by another shipper. A consignee who refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, debris or other material that was part of the inbound shipment, secure loading devices, and close doors will be subject to a penalty charge of \$500.00 per car plus the actual cost incurred by BNSF to remedy noncompliance with this item. This item does not apply to covered hoppers used in clay/bentonite service.

Item 3251 – Covered Hoppers Unfit for Movement Due to Residue/Debris on the Exterior of the Car

Upon release of railcars for loading/unloading, the consignor/consignee (as it may be acting through its loader/unloader) has the responsibility to clean lading residue and debris from the exterior of covered hopper cars prior to releasing from their facility. For failure to do so:

Item 3251 – Covered Hoppers Unfit for Movement Due to Residue/Debris on the Exterior of the Car – Cont...

1. AT ORIGIN/DESTINATION: If found at the origin or destination or after release from the facility or railroad tracks where loaded or unloaded, a car is found to be dirty or unsafe for movement due to lading residue and debris on the exterior of the hopper car, at BNSF's discretion the car: (including the entire train if multiple cars) 1) will be rejected for movement; 2) will be returned to the facility; or 3) will be cleaned by BNSF. The consignor/consignee respectively will be assessed a \$500 penalty charge per car found to be unfit for movement plus actual costs incurred by BNSF to remove and dispose of the lading residue and debris. The applicable switch charges as found in BNSF Switch Book 8005-Series will be assessed if the car is returned to the facility or switched to a cleaning track.
2. WHILE IN TRANSIT: A car that is found to be dirty or unsafe for movement due to lading residue and debris on exterior of the hopper car will be switched to a cleaning track. The consignor will be assessed a \$500 penalty charge per car found to be unfit for movement plus actual costs incurred by BNSF to remove and dispose of the lading residue and debris. The applicable switch charges as found in BNSF Switch Book 8005-Series will be assessed to and from the cleaning track.
3. For shipments to Mexico, if a car is determined to be unacceptable for furtherance into Mexico after it has been interchanged to the Mexican carrier on account of Residue/Debris on the exterior of the car, a \$500 per car penalty charge will be assessed to the consignor.
4. Assessment and/or payment of any of the foregoing charges will not relieve the consignor or consignee respectively of responsibility for property damage, personal injury or death attributable to the presence of lading residue or debris which it has left on the exterior of railroad cars.

Item 3252 – Failure to Complete Unloading of Covered Hoppers in Clay/Bentonite Service

Upon arrival and placement of railcars for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment, and for releasing equipment in a condition suitable for reloading by another shipper. A consignee who refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, debris or other material that was part of the inbound shipment, secure loading devices, and close doors will be subject to a penalty charge of \$2,500.00 per car plus the actual cost incurred by BNSF to remedy noncompliance with this item. This item applies only to covered hoppers used in clay/bentonite service.

Item 3255 – Charge for Permanently Securing or Welding Apparatus to Heavy Duty Railcars

Shippers and consignees are not allowed to make structural changes or weld anything to the heavy duty railcar, (see note 1) furnished by BNSF. If it is determined that a shipper or consignee has made structural changes or welded anything to the railcar, they will be charged a minimum of \$1,000 plus any additional cost associated with restoring the car to its former configuration or remedying the situation. Charges can be assessed by BNSF or its designated agent.

Note 1: Heavy duty railcar is identified by an AAR Mechanical Designation beginning with F4 as listed in The Official Railway Equipment Register.

Item 3260 - Charge - Failure to Complete Unloading of Sugar

When Covered Hopper Cars of sugar, which are released from unloading, but have not been completely unloaded, are returned to the original shipping point for reasons other than carrier's error, the return will be subject to one of the following conditions, whichever is lower, with a minimum charge of \$750: (1) to the rate, minimum weight, and route applicable for such return movement; or (2) the rate, minimum weight, and route from the original point in effect on the date shipment is tendered for return, to the actual weight of the return movement or (3) if original shipment was made with per car rates, the return portion will be determined by applying percentage of the returned weight to the original per car rate.

Cars will be considered as completely unloaded if the sugar remaining in the car does not exceed three (3) percent of the weight of the last loaded movement.

Cars originating at Billings, MT; Lovell, WY; Longmont, CO; Sterling, CO; Rocky Ford, CO; Ft. Morgan, CO; Bayard, NE; Mitchell, NE; or Scottsbluff, NE may be returned to Billings, MT; Scottsbluff, NE; Sterling, CO; Lovell, WY; Longmont, CO; Bayard, NE; Rocky Ford, CO or Mitchell, NE in lieu of the original shipping point. The return will be subject to the rate, minimum weight, or if original shipment was made with per car rates, the return portion will be determined by applying percentage of the returned weight to the original per car rate and route as though Billings, MT, Scottsbluff, NE, Sterling, CO; Lovell, WY; Longmont, CO; Bayard, NE; Rocky Ford, CO or Mitchell, NE was the original shipping point.

Cars originating in Sidney, MT, Drayton, ND; East Grand Forks, MN; Hillsboro, ND; Redco, ND; Crookston, MN; Wilds, MN; Bingham, MN or Moorehead, MN may be returned to Sidney, MT, Drayton, ND; East Grand Forks, MN; Hillsboro, ND; Redco, ND; Crookston, MN; Wilds, MN; Bingham, MN or Moorehead, MN in lieu of the original shipping point. The return will be subject to the rate, minimum weight or if original shipment was made with per car rates, the return portion will be determined by applying percentage of the returned weight to the original per car rate and route as though Sidney, MT, Drayton, ND; East Grand Forks, MN; Hillsboro, ND; Redco, ND; Crookston, MN; Wilds, MN; Bingham, MN or Moorehead, MN were the original shipping point.

Item 3261 – Application of Barrier Seals Upon Completion of Unloading of Bulk Sugar Hopper Cars

Item 3261 applies to all BNSF owned or leased covered hopper equipment in sugar service.

Customers who have completed unloading of bulk sugar hoppers are responsible for ensuring that the doors on each unloaded car are properly closed and latched. In addition, Customer is responsible for applying barrier seals to all openings and locations on the railcars that access the interior of the railcar including but is not limited to all gates, slides, plenums, caps, hatch covers and shields. Barrier seals must be composed of high-tensile strength steel cable, totaling one-sixteenth (1/16) inch in diameter, and evidence of application and documentation of application must be performed as outlined in Item 2250-Series, paragraph 2 of BNSF Rules Book 6100-Series.

Customer is responsible for ensuring that hopper cars used in sugar service are completely unloaded per item 3260-Series, BNSF Rules Book 6100-Series prior to applying barrier seals to car.

For each empty sugar hopper car arriving at a shipper location for loading that is not properly closed, latched and/or sealed and is subsequently rejected dirty/contaminated by shipper, BNSF will assess a charge of \$500.00 and such charge shall be paid by the previous receiving customer(unloader).

Item 3261 – Application of Barrier Seals Upon Completion of Unloading of Bulk Sugar Hopper Cars – Cont...

For each empty sugar hopper car arriving at a shipper location that is not properly closed, latched and/or sealed, and shipper accepts and loads railcar, BNSF will assess a charge of \$500.00 and such charge shall be paid by the previous receiving customer (unloader).

Each empty sugar hopper car arriving at shipper location properly closed/latched and sealed by previous receiving customer (unloader), shall be deemed a clean and loadable railcar on arrival at shipper location. If railcar is subsequently rejected dirty/contaminated by shipper, BNSF will assess the shipper rejecting such car a charge of \$500.00 plus any actual cost incurred by BNSF to make the car acceptable for loading by the shipper.

Item 3262 – Failure to Properly Report Rejected Equipment (Bulk Sugar Covered Hoppers only)

BNSF will assess a \$500.00 per car charge against the shipper that fails to notify BNSF of the rejection of BNSF owned, leased or controlled equipment furnished for loading, by using BNSF provided electronic applications. The shipper that ordered the rejected car will be considered the responsible party for reporting equipment as defective, dirty or otherwise unsuitable for loading.

Exception: With prior permission from BNSF Equipment Management Department 1 (888) 428-2673 (opt. 4, 4, and then 1), a shipper can utilize alternative reporting processes.

Item 3300 - Charge - Special Freight Train Service

A. Definition of Special Freight Train Service.

1. A train which is operated on an expedited schedule or under special service or transportation requirements specified by the consignor, consignee or the agent of either.
2. A train which is assembled in accordance with instructions given to a rail carrier by the consignor, consignee or the agent of either.
3. A train which is necessary in order to comply with service or other transportation requirements specified by any party to the movement.
4. If the special train has cars for more than one destination, each stop will constitute a special run and charges for the special movement will be assessed from shipping point to first destination, from first destination to second destination, each as a separate and complete transaction.

B. Requirements for Special Freight Train Service:

1. Consignee, consignor or the agent of either must request this service in writing or by electronic device to BNSF Marketing/Sales Representative. Requests must be made in sufficient time to enable this carrier and all other carriers to consummate whatever arrangement or agreement which may be necessary to facilitate the movement of such trains. Requests should include, but are not limited to the following information: Date service is required or service window, if applicable; Routing, including origin and

destination; Car initial(s) and number(s); Letter of authorization to bill charges, including appropriate patron codes, etc.

2. BNSF reserves the right to require Special Freight Train Service when one or more of the following conditions exist:

C. Item 3300 – Continued...

- i. Any loaded or empty car restricted to 40 mph or less for the entire route.
- ii. Any loaded or empty car that cannot meet or pass any other oversized load for entire route.
- iii. Any loaded Schnabel type or shiftable car.
- iv. Any load with a width greater than 13' 2".
- v. Any load with a Combined Center of Gravity (CCG) greater than or equal to 106" (Above Top of Rail) ATR.
- vi. When factors exist that could negatively impact the regular train network such as multiple slow orders, special handling, or other factors not listed in this document.

D. Furnishing of Special Freight Train Service:

1. BNSF will provide special train service if, at the RR's sole discretion, (1) adequate resources and capacity exist, and (2) there is no other reasonable alternative for the customer to move the freight in regular train service.

E. Charges for Special Freight Train Service:

1. BNSF charges are as follows and will be calculated over the actual distance (route) operated by the special train at a charge of \$125.00 per mile subject to a minimum charge of \$25,000.00. This charge is in addition to published or contract freight rates. Charges for other carriers involved in joint line or local movements will be handled under the provisions of Accounting Rule 11. BNSF will assess a \$2,500 surcharge to any requesting party that cancels or does not release a special train once BNSF has officially assigned crew and power.

F. Switching Charges for Special Freight Train Service:

1. Switching charges will be assessed as outlined in Special Switching Service items in Section 8 of this tariff.

G. Distances:

1. To determine miles, refer to BNSF Carload Shipping Advisor at www.bnsf.com using the actual route of the movement.

Item 3320 - Charge - Turning of Empty Unit Train Cars (I)

Upon request of the car owner or lessee, BNSF will turn an entire unit train of empty cars on railroad owned tracks or privately owned loop tracks at a time and place convenient for normal carrier operations, subject to a charge of \$2,500.00 per turn. This charge will not apply in connection with cars for loading of Grain or Grain Products moving under rates in Tariff BNSF 4022-Series.

Item 3350 – Charge – Ride Quality Testing or Monitoring Equipment

BNSF does not commit to provide, but will attempt to meet the needs of customers who request ride quality testing or monitoring of shipments if suitable test devices are available. When testing is conducted BNSF will use its best efforts to provide a reliable device for the test(s); however, due to the inherent nature of the device, a failure may occur in route. BNSF is not responsible for any failure(s) of the device(s) or the consequences either direct or indirect caused by the failure(s). Additionally BNSF personnel may not be available to install or recover the test device(s). Customers may be responsible for the activation, placement and recovery of the test device(s).

Any customer for whom testing is done with a BNSF provided device(s) must return the device(s) to BNSF LARS within a reasonable time (as defined by BNSF LARS). In the event the device(s) is (are) not returned within that reasonable time the customer agrees to reimburse BNSF for the current list price of the device(s).

For further information please contact Load and Ride Solutions at 1-800-333-4686, option 1, or send an email to; LARS@bnsf.com (C)

Item 3374 - General – Carload Fuel Surcharge General Rules and Methodology

General – This item covers the General Rules and Methodology for BNSF’s Carload Fuel Surcharge Program, included in the following items in this Book:

- [Item 3375 – Section A](#) - Carload Percentage Based Fuel Surcharge (\$1.25 Strike Price)
- [Item 3375 – Section B](#) - Carload Mileage Based Fuel Surcharge (\$1.25 Strike Price)
- [Item 3376 – Section A](#) - Carload Percentage Based Fuel Surcharge (\$2.50 Strike Price)
- [Item 3376 – Section B](#) - Carload Mileage Based Fuel surcharge (\$2.50 Strike Price)
- [Item 3380](#) – Coal Percentage Based Fuel Surcharge (\$1.24 Strike Price)
- [Item 3381](#) – Coal Mileage Based Fuel Surcharge (\$1.25 Strike Price)
- [Item 3382](#) – Coal Percentage Based Fuel Surcharge (\$2.50 Strike Price)
- [Item 3383](#) – Coal Mileage Based Fuel Surcharge (\$2.50 Strike Price)

Application:

BNSF’s Carload Fuel Surcharge (FSC) Program applies on BNSF carload shipments, and idler cars if present, which are priced by BNSF price authorities or other price authorities subject to or referencing BNSF Rules Book 6100-series.

Methodology:

BNSF carload fuel surcharges are based on determining the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average per gallon. A fuel surcharge may apply based on the Fuel Surcharge Tables contained in the respective items. The fuel surcharge will be assessed on the applicable linehaul freight charges for waybill dated shipments in the second following calendar month. For example, the fuel surcharge assessed on waybills dated in July would be based on the monthly average HDF price from May.

The source for the price of HDF will be the U. S. Department of Energy’s, EIA Retail On-Highway Diesel Prices Report, whose weekly average price is available on BNSF WebPages at: www.bnsf.com.

The fuel surcharge rates will be calculated monthly.

The fuel surcharge will be included as a separate line item on the invoice for freight charges for each shipment.

All **Percentage Based Fuel Surcharges** are calculated by multiplying the applicable fuel surcharge percentage times the applicable linehaul freight charges.

All **Mileage Based Fuel Surcharges** are calculated by multiplying the applicable fuel surcharge per mile times the applicable number of miles per shipment between the applicable origin and destination.

Mileage calculations will be based on:

For BNSF shipments (Local, Interline or Accounting Rule 11) the mileage source is PC*Miler Rail Fuel Surcharge router from ALK Technologies, as implemented by BNSF, based on the non-familized interactive miles for the revenue route and the applicable interchanges with interline carriers. To determine the applicable version of PC Miler used by BNSF, see Pricing Updates at www.BNSF.com.

Item 3375 - Charge – Carload Percentage Based and Mileage Based Fuel Surcharge (\$1.25 Strike Price)

General - Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

- **Section A** of this item contains the Percentage Based Fuel Surcharge
- **Section B** of this item contains the Mileage Based Fuel Surcharge

Section A: Percentage Based Fuel Surcharge:

Application - Applies on the following carload shipments:

- Shipments moving under price authorities referring specifically to this item (3375 Section A).

A fuel surcharge applies as shown in the Fuel Surcharge Table contained in this section when the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$1.25 per gallon. The fuel surcharge will be assessed on the applicable linehaul freight charges for waybill dated shipments in the second following calendar month. For example, the fuel surcharge assessed on waybills dated in July would be based on the monthly average HDF price from May.

Item 3375 – Continued...

Section A: Percentage Based Fuel Surcharge:

Carload Percentage Based Fuel Surcharge Table			
Time Periods Average Price of HDF Between	Applicable Fuel Surcharge	Time Periods Average Price of HDF Between	Applicable Fuel Surcharge
\$0.00 to \$1.249	0.0%	\$2.65 to \$2.699	14.5%
\$1.25 to \$1.299	0.5%	\$2.70 to \$2.749	15.0%
\$1.30 to \$1.349	1.0%	\$2.75 to \$2.799	15.5%
\$1.35 to \$1.399	1.5%	\$2.80 to \$2.849	16.0%
\$1.40 to \$1.449	2.0%	\$2.85 to \$2.899	16.5%
\$1.45 to \$1.499	2.5%	\$2.90 to \$2.949	17.0%
\$1.50 to \$1.549	3.0%	\$2.95 to \$2.999	17.5%
\$1.55 to \$1.599	3.5%	\$3.00 to \$3.049	18.0%
\$1.60 to \$1.649	4.0%	\$3.05 to \$3.099	18.5%
\$1.65 to \$1.699	4.5%	\$3.10 to \$3.149	19.0%
\$1.70 to \$1.749	5.0%	\$3.15 to \$3.199	19.5%
\$1.75 to \$1.799	5.5%	\$3.20 to \$3.249	20.0%
\$1.80 to \$1.849	6.0%	\$3.25 to \$3.299	20.5%
\$1.85 to \$1.899	6.5%	\$3.30 to \$3.349	21.0%
\$1.90 to \$1.949	7.0%	\$3.35 to \$3.399	21.5%
\$1.95 to \$1.999	7.5%	\$3.40 to \$3.449	22.0%
\$2.00 to \$2.049	8.0%	\$3.45 to \$3.499	22.5%
\$2.05 to \$2.099	8.5%	\$3.50 to \$3.549	23.0%
\$2.10 to \$2.149	9.0%	\$3.55 to \$3.599	23.5%
\$2.15 to \$2.199	9.5%	\$3.60 to \$3.649	24.0%
\$2.20 to \$2.249	10.0%	\$3.65 to \$3.699	24.5%
\$2.25 to \$2.299	10.5%	\$3.70 to \$3.749	25.0%
\$2.30 to \$2.349	11.0%	\$3.75 to \$3.799	25.5%
\$2.35 to \$2.399	11.5%	\$3.80 to \$3.849	26.0%
\$2.40 to \$2.449	12.0%	\$3.85 to \$3.899	26.5%
\$2.45 to \$2.499	12.5%	\$3.90 to \$3.949	27.0%
\$2.50 to \$2.549	13.0%	\$3.95 to \$3.999	27.5%
\$2.55 to \$2.599	13.5%	\$4.00 to \$4.049	28.0%
\$2.60 to \$2.649	14.0%	Each \$0.05 HDF per gallon increase	Additional .5%

Item 3375 – Continued...**Section B: Mileage Based Fuel Surcharge:**

Application - Applies on the following carload shipments:

- Shipments moving under price authorities referring specifically to this item (3375 Section B).

A fuel surcharge applies as shown in the Fuel Surcharge Table contained in this section when the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$1.25 per gallon. The fuel surcharge will be assessed on the applicable linehaul freight charges for waybill dated shipments in the second following calendar month. For example, the fuel surcharge assessed on waybills dated in July would be based on the monthly average HDF price from May.

Item 3375 – Continued...

Section B: Mileage Based Fuel Surcharge:

Carload Mileage Based Fuel Surcharge Table			
Time Periods Average Price of HDF Between	Fuel Surcharge Cents per Mile	Time Periods Average Price of HDF Between	Fuel Surcharge Cents per Mile
\$0.00 to \$1.249	0.00	\$2.65 to \$2.689	0.36
\$1.25 to \$1.289	0.01	\$2.69 to \$2.729	0.37
\$1.29 to \$1.329	0.02	\$2.73 to \$2.769	0.38
\$1.33 to \$1.369	0.03	\$2.77 to \$2.809	0.39
\$1.37 to \$1.409	0.04	\$2.81 to \$2.849	0.40
\$1.41 to \$1.449	0.05	\$2.85 to \$2.889	0.41
\$1.45 to \$1.489	0.06	\$2.89 to \$2.929	0.42
\$1.49 to \$1.529	0.07	\$2.93 to \$2.969	0.43
\$1.53 to \$1.569	0.08	\$2.97 to \$3.009	0.44
\$1.57 to \$1.609	0.09	\$3.01 to \$3.049	0.45
\$1.61 to \$1.649	0.10	\$3.05 to \$3.089	0.46
\$1.65 to \$1.689	0.11	\$3.09 to \$3.129	0.47
\$1.69 to \$1.729	0.12	\$3.13 to \$3.169	0.48
\$1.73 to \$1.769	0.13	\$3.17 to \$3.209	0.49
\$1.77 to \$1.809	0.14	\$3.21 to \$3.249	0.50
\$1.81 to \$1.849	0.15	\$3.25 to \$3.289	0.51
\$1.85 to \$1.889	0.16	\$3.29 to \$3.329	0.52
\$1.89 to \$1.929	0.17	\$3.33 to \$3.369	0.53
\$1.93 to \$1.969	0.18	\$3.37 to \$3.409	0.54
\$1.97 to \$2.009	0.19	\$3.41 to \$3.449	0.55
\$2.01 to \$2.049	0.20	\$3.45 to \$3.489	0.56
\$2.05 to \$2.089	0.21	\$3.49 to \$3.529	0.57
\$2.09 to \$2.129	0.22	\$3.53 to \$3.569	0.58
\$2.13 to \$2.169	0.23	\$3.57 to \$3.609	0.59
\$2.17 to \$2.209	0.24	\$3.61 to \$3.649	0.60
\$2.21 to \$2.249	0.25	\$3.65 to \$3.689	0.61
\$2.25 to \$2.289	0.26	\$3.69 to \$3.729	0.62
\$2.29 to \$2.329	0.27	\$3.73 to \$3.769	0.63
\$2.33 to \$2.369	0.28	\$3.77 to \$3.809	0.64
\$2.37 to \$2.409	0.29	\$3.81 to \$3.849	0.65
\$2.41 to \$2.449	0.30	\$3.85 to \$3.889	0.66
\$2.45 to \$2.489	0.31	\$3.89 to \$3.929	0.67
\$2.49 to \$2.529	0.32	\$3.93 to \$3.969	0.68
\$2.53 to \$2.569	0.33	\$3.97 to \$4.009	0.69
\$2.57 to \$2.609	0.34	\$4.01 to \$4.049	0.70
\$2.61 to \$2.649	0.35	Each \$0.04 HDF per gallon increase	Additional \$0.01 per mile

Item 3376 - Charge – Carload Percentage Based and Mileage Based Fuel Surcharge (\$2.50 Strike Price)

General – Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

- **Section A** of this item contains the Percentage Based Fuel Surcharge
- **Section B** of this item contains the Mileage Based Fuel Surcharge

Section A: Percentage Based Fuel Surcharge:

Application - Applies on the following carload shipments:

- Shipments moving under price authorities referring specifically to this item (3376 Section A).

A fuel surcharge applies as shown in the Fuel Surcharge Table in this section.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$2.50 per gallon;

- A positive fuel surcharge will apply on the applicable linehaul freight charges.
- The fuel surcharge will be included as a separate line item on the invoice for freight charges for each shipment.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average is less than \$2.50 per gallon and equals or exceeds \$1.25 per gallon;

- When BNSF is the collecting carrier of linehaul freight charges, a negative fuel surcharge will apply only on BNSF's portion of the linehaul freight charges unless otherwise stated.
- A negative fuel surcharge will not be assessed to other carriers' portions of the linehaul freight charges, and their portions will not be included in the calculation.
- The negative fuel surcharge will be included as a deduction in a separate line item on the invoice for freight charges for each shipment.
- When BNSF is not the collecting carrier of linehaul freight charges, no negative fuel surcharge will apply.

Item 3376 – Continued...

Section A: Percentage Based Fuel Surcharge

Carload Percentage Based Fuel Surcharge Table			
Time Periods Average Price of HDF Between	Applicable Fuel Surcharge	Time Periods Average Price of HDF Between	Applicable Fuel Surcharge
Each \$0.05 HDF per gallon decrease thereafter to \$1.25	Decrease 0.5%	\$2.90 to \$2.949	4.5%
\$1.70 to \$1.749	-7.5%	\$2.95 to \$2.999	5.0%
\$1.75 to \$1.799	-7.0%	\$3.00 to \$3.049	5.5%
\$1.80 to \$1.849	-6.5%	\$3.05 to \$3.099	6.0%
\$1.85 to \$1.899	-6.0%	\$3.10 to \$3.149	6.5%
\$1.90 to \$1.949	-5.5%	\$3.15 to \$3.199	7.0%
\$1.95 to \$1.999	-5.0%	\$3.20 to \$3.249	7.5%
\$2.00 to \$2.049	-4.5%	\$3.25 to \$3.299	8.0%
\$2.05 to \$2.099	-4.0%	\$3.30 to \$3.349	8.5%
\$2.10 to \$2.149	-3.5%	\$3.35 to \$3.399	9.0%
\$2.15 to \$2.199	-3.0%	\$3.40 to \$3.449	9.5%
\$2.20 to \$2.249	-2.5%	\$3.45 to \$3.499	10.0%
\$2.25 to \$2.299	-2.0%	\$3.50 to \$3.549	10.5%
\$2.30 to \$2.349	-1.5%	\$3.55 to \$3.599	11.0%
\$2.35 to \$2.399	-1.0%	\$3.60 to \$3.649	11.5%
\$2.40 to \$2.449	-0.5%	\$3.65 to \$3.699	12.0%
\$2.45 to \$2.499	0.0%	\$3.70 to \$3.749	12.5%
\$2.50 to \$2.549	0.5%	\$3.75 to \$3.799	13.0%
\$2.55 to \$2.599	1.0%	\$3.80 to \$3.849	13.5%
\$2.60 to \$2.649	1.5%	\$3.85 to \$3.899	14.0%
\$2.65 to \$2.699	2.0%	\$3.90 to \$3.949	14.5%
\$2.70 to \$2.749	2.5%	\$3.95 to \$3.999	15.0%
\$2.75 to \$2.799	3.0%	\$4.00 to \$4.049	15.5%
\$2.80 to \$2.849	3.5%	\$4.05 to \$4.099	16.0%
\$2.85 to \$2.899	4.0%	Each \$0.05 HDF per gallon increase	Additional .5%

Item 3376 – Continued...**Section B: Mileage Based Fuel Surcharge:**

Application - Applies on the following carload shipments:

- Shipments moving under pricing authorities referring specifically to this item (3376 Section B).

A fuel surcharge applies as shown in the Fuel Surcharge Table in this section.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$2.50 per gallon;

- A positive fuel surcharge will apply on the applicable linehaul freight charges.
- The fuel surcharge will be included as a separate line item on the invoice for freight charges for each shipment.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average is less than \$2.50 per gallon and equals or exceeds \$1.25 per gallon;

- When BNSF is the collecting carrier of linehaul freight charges, a negative fuel surcharge will apply only on BNSF's portion of the linehaul freight charges unless otherwise stated.
- A negative fuel surcharge will not be assessed to other carriers' portions of the linehaul freight charges, and their portions will not be included in the calculation.
- The negative fuel surcharge will be included as a deduction in a separate line item on the invoice for freight charges for each shipment.
- When BNSF is not the collecting carrier of linehaul freight charges, no negative fuel surcharge will apply.

Geographical Definitions and Exceptions –

- For Agricultural Commodities only:
 - **Pacific North West (PNW)** export destinations will be grouped using Seattle, WA as destination upon which the mileage based fuel surcharge will be calculated for all whole grain (STCC 011) shipments from all BNSF origin states except California, Oregon, or Washington.
 - Export destinations will be as follows: **PNW Group:** Rivergate, OR, Portland, OR, Aberdeen, WA, Kalama, WA, Longview, WA, Seattle, WA, Tacoma, WA and Vancouver, WA. As an example, the fuel surcharge from Alton, ND to Vancouver, WA will be calculated using the miles from Alton, ND to Seattle, WA.
 - **Texas Gulf** export facilities will be grouped using Houston, TX as the destination upon which the mileage based fuel surcharge will be calculated for all whole grain (STCC 011 and STCC 2041979) shipments.
 - Export destinations will be as follows: **Texas Gulf Group:** Beaumont, Corpus Christi, Galena Park, Galveston, Houston and Port of Brownsville, TX. Shipments must be unloaded at these destinations. As an example, the fuel surcharge from Wichita, KS to Galveston, TX will be calculated using the miles from Wichita, KS to Houston, TX.

Item 3376 – Continued...

Section B: Mileage Based Fuel Surcharge

Carload Mileage Based Fuel Surcharge Table			
Price of HDF Between	Fuel Surcharge Cents per Mile	Price of HDF Between	Fuel Surcharge Cents per Mile
Each \$0.04 HDF per gallon decrease thereafter to \$1.25	Decrease 0.01 per mile	\$2.98 to \$3.019	0.13
\$1.90 to \$1.939	-0.14	\$3.02 to \$3.059	0.14
\$1.94 to \$1.979	-0.13	\$3.06 to \$3.099	0.15
\$1.98 to \$2.019	-0.12	\$3.10 to \$3.139	0.16
\$2.02 to \$2.059	-0.11	\$3.14 to \$3.179	0.17
\$2.06 to \$2.099	-0.10	\$3.18 to \$3.219	0.18
\$2.10 to \$2.139	-0.09	\$3.22 to \$3.259	0.19
\$2.14 to \$2.179	-0.08	\$3.26 to \$3.299	0.20
\$2.18 to \$2.219	-0.07	\$3.30 to \$3.339	0.21
\$2.22 to \$2.259	-0.06	\$3.34 to \$3.379	0.22
\$2.26 to \$2.299	-0.05	\$3.38 to \$3.419	0.23
\$2.30 to \$2.339	-0.04	\$3.42 to \$3.459	0.24
\$2.34 to \$2.379	-0.03	\$3.46 to \$3.499	0.25
\$2.38 to \$2.419	-0.02	\$3.50 to \$3.539	0.26
\$2.42 to \$2.459	-0.01	\$3.54 to \$3.579	0.27
\$2.46 to \$2.499	0.00	\$3.58 to \$3.619	0.28
\$2.50 to \$2.539	0.01	\$3.62 to \$3.659	0.29
\$2.54 to \$2.579	0.02	\$3.66 to \$3.699	0.30
\$2.58 to \$2.619	0.03	\$3.70 to \$3.739	0.31
\$2.62 to \$2.659	0.04	\$3.74 to \$3.779	0.32
\$2.66 to \$2.699	0.05	\$3.78 to \$3.819	0.33
\$2.70 to \$2.739	0.06	\$3.82 to \$3.859	0.34
\$2.74 to \$2.779	0.07	\$3.86 to \$3.899	0.35
\$2.78 to \$2.819	0.08	\$3.90 to \$3.939	0.36
\$2.82 to \$2.859	0.09	\$3.94 to \$3.979	0.37
\$2.86 to \$2.899	0.10	\$3.98 to \$4.019	0.38
\$2.90 to \$2.939	0.11	\$4.02 to \$4.059	0.39
\$2.94 to \$2.979	0.12	Each \$0.04 HDF per gallon increase	Additional \$0.01 per mile

Item 3377 - Charge – Carload Mileage Based Fuel Surcharge (\$3.25 Strike Price)

General - Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

Application - Applies on carload shipments moving under price authorities referring specifically to this item (3377).

A fuel surcharge applies as shown in the Fuel Surcharge Table contained in this section when the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$3.25 per gallon. The fuel surcharge will be assessed on the applicable linehaul freight charges for waybill dated shipments in the second following calendar month. For example, the fuel surcharge assessed on waybills dated in July would be based on the monthly average HDF price from May.

Item 3377 – Continued...

Carload Mileage Based Fuel Surcharge Table			
Time Periods Average Price of HDF Between	Fuel Surcharge Cents per Mile	Time Periods Average Price of HDF Between	Fuel Surcharge Cents per Mile
\$0.000 to \$3.249	0.00	\$4.650 to \$4.689	0.36
\$3.250 to \$3.289	0.01	\$4.690 to \$4.729	0.37
\$3.290 to \$3.329	0.02	\$4.730 to \$4.769	0.38
\$3.330 to \$3.369	0.03	\$4.770 to \$4.809	0.39
\$3.370 to \$3.409	0.04	\$4.810 to \$4.849	0.40
\$3.410 to \$3.449	0.05	\$4.850 to \$4.889	0.41
\$3.450 to \$3.489	0.06	\$4.890 to \$4.929	0.42
\$3.490 to \$3.529	0.07	\$4.930 to \$4.969	0.43
\$3.530 to \$3.569	0.08	\$4.970 to \$5.009	0.44
\$3.570 to \$3.609	0.09	\$5.010 to \$5.049	0.45
\$3.610 to \$3.649	0.10	\$5.050 to \$5.089	0.46
\$3.650 to \$3.689	0.11	\$5.090 to \$5.129	0.47
\$3.690 to \$3.729	0.12	\$5.130 to \$5.169	0.48
\$3.730 to \$3.769	0.13	\$5.170 to \$5.209	0.49
\$3.770 to \$3.809	0.14	\$5.210 to \$5.249	0.50
\$3.810 to \$3.849	0.15	\$5.250 to \$5.289	0.51
\$3.850 to \$3.889	0.16	\$5.290 to \$5.329	0.52
\$3.890 to \$3.929	0.17	\$5.330 to \$5.369	0.53
\$3.930 to \$3.969	0.18	\$5.370 to \$5.409	0.54
\$3.970 to \$4.009	0.19	\$5.410 to \$5.449	0.55
\$4.010 to \$4.049	0.20	\$5.450 to \$5.489	0.56
\$4.050 to \$4.089	0.21	\$5.490 to \$5.529	0.57
\$4.090 to \$4.129	0.22	\$5.530 to \$5.569	0.58
\$4.130 to \$4.169	0.23	\$5.570 to \$5.609	0.59
\$4.170 to \$4.209	0.24	\$5.610 to \$5.649	0.60
\$4.210 to \$4.249	0.25	\$5.650 to \$5.689	0.61
\$4.250 to \$4.289	0.26	\$5.690 to \$5.729	0.62
\$4.290 to \$4.329	0.27	\$5.730 to \$5.769	0.63
\$4.330 to \$4.369	0.28	\$5.770 to \$5.809	0.64
\$4.370 to \$4.409	0.29	\$5.810 to \$5.849	0.65
\$4.410 to \$4.449	0.30	\$5.850 to \$5.889	0.66
\$4.450 to \$4.489	0.31	\$5.890 to \$5.929	0.67
\$4.490 to \$4.529	0.32	\$5.930 to \$5.969	0.68
\$4.530 to \$4.569	0.33	\$5.970 to \$6.009	0.69
\$4.570 to \$4.609	0.34	\$6.010 to \$6.049	0.70
\$4.610 to \$4.649	0.35	Each \$0.04 HDF per gallon increase	Additional \$0.01 per mile

Item 3380 - Charge – Coal Unit Train Shipments, Percentage Based Fuel Surcharge (\$1.24 Strike Price)

General – Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

Application – Applies on Coal Commodities, **(STCC 11-2xx-xx and 29-911-91)**. Applying on Coal unit train (i.e. greater than 49 carloads on one waybill) and shipments made under pricing authorities referring specifically to this item (3380).

A fuel surcharge applies as shown in the Fuel Surcharge Table contained in this item when the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$1.24 per gallon. The fuel surcharge will be assessed on the applicable linehaul freight charges for waybill dated shipments in the second following calendar month. For example, the fuel surcharge assessed on waybills dated in July would be based on the monthly average HDF price from May.

Item 3380 – Continued...

Coal Unit Train Shipments Percentage Based Fuel Surcharge Table			
Time Period's Average Price of HDF Between	Applicable Fuel Surcharge Rate	Time Period's Average Price of HDF Between	Applicable Fuel Surcharge Rate
		\$2.60 to \$2.639	17.5%
\$0.00 to \$1.239	0.0%	\$2.64 to \$2.679	18.0%
\$1.24 to \$1.279	0.5%	\$2.68 to \$2.719	18.5%
\$1.28 to \$1.319	1.0%	\$2.72 to \$2.759	19.0%
\$1.32 to \$1.359	1.5%	\$2.76 to \$2.799	19.5%
\$1.36 to \$1.399	2.0%	\$2.80 to \$2.839	20.0%
\$1.40 to \$1.439	2.5%	\$2.84 to \$2.879	20.5%
\$1.44 to \$1.479	3.0%	\$2.88 to \$2.919	21.0%
\$1.48 to \$1.519	3.5%	\$2.92 to \$2.959	21.5%
\$1.52 to \$1.559	4.0%	\$2.96 to \$2.999	22.0%
\$1.56 to \$1.599	4.5%	\$3.00 to \$3.039	22.5%
\$1.60 to \$1.639	5.0%	\$3.04 to \$3.079	23.0%
\$1.64 to \$1.679	5.5%	\$3.08 to \$3.119	23.5%
\$1.68 to \$1.719	6.0%	\$3.12 to \$3.159	24.0%
\$1.72 to \$1.759	6.5%	\$3.16 to \$3.199	24.5%
\$1.76 to \$1.799	7.0%	\$3.20 to \$3.239	25.0%
\$1.80 to \$1.839	7.5%	\$3.24 to \$3.279	25.5%
\$1.84 to \$1.879	8.0%	\$3.28 to \$3.319	26.0%
\$1.88 to \$1.919	8.5%	\$3.32 to \$3.359	26.5%
\$1.92 to \$1.959	9.0%	\$3.36 to \$3.399	27.0%
\$1.96 to \$1.999	9.5%	\$3.40 to \$3.439	27.5%
\$2.00 to \$2.039	10.0%	\$3.44 to \$3.479	28.0%
\$2.04 to \$2.079	10.5%	\$3.48 to \$3.519	28.5%
\$2.08 to \$2.119	11.0%	\$3.52 to \$3.559	29.0%
\$2.12 to \$2.159	11.5%	\$3.56 to \$3.599	29.5%
\$2.16 to \$2.199	12.0%	\$3.60 to \$3.639	30.0%
\$2.20 to \$2.239	12.5%	\$3.64 to \$3.679	30.5%
\$2.24 to \$2.279	13.0%	\$3.68 to \$3.719	31.0%
\$2.28 to \$2.319	13.5%	\$3.72 to \$3.759	31.5%
\$2.32 to \$2.359	14.0%	\$3.76 to \$3.799	32.0%
\$2.36 to \$2.399	14.5%	\$3.80 to \$3.839	32.5%
\$2.40 to \$2.439	15.0%	\$3.84 to \$3.879	33.0%
\$2.44 to \$2.479	15.5%	\$3.88 to \$3.919	33.5%
\$2.48 to \$2.519	16.0%	\$3.92 to \$3.959	34.0%
\$2.52 to \$2.559	16.5%	\$3.96 to \$3.999	34.5%
\$2.56 to \$2.599	17.0%	Each \$0.04 HDF per gallon increase	Additional .5%

Item 3381 - Charge – Coal Unit Train Shipments, Mileage Based Fuel Surcharge (\$1.25 Strike Price)

General – Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

Application – Applies on of Coal Commodities (**STCC 11-2xx-xx and 29-911-91**). Applying on Coal unit train (i.e. greater than 49 carloads on one waybill) and shipments made under pricing authorities referring specifically to this item (3381).

A fuel surcharge applies as shown in the Fuel Surcharge Table contained in this item when the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$1.25 per gallon. The fuel surcharge will be assessed on the applicable linehaul freight charges for waybill dated shipments in the second following calendar month. For example, the fuel surcharge assessed on waybills dated in July would be based on the monthly average HDF price from May.

Coal Mileage Calculation - BNSF mileage calculations will be based on BNSF Railway Miles between a shipment's billed origin, destination or interchange point as published in BNSF web page [Coal Mileage](#). In the event that applicable BNSF miles are not listed, or that a BNSF Connecting Carrier interline movement is being considered, please contact your Marketing representative to determine the BNSF and Connecting Carrier mileages to be used for your shipments. You can use the following web page [Coal Contacts](#) to identify your Marketing representative.

Item 3381 – Continued...

Coal Unit Train Shipments Mileage Based Fuel Surcharge Table			
Time Periods Average Price of HDF Between	Fuel Surcharge Cents per Mile	Time Periods Average Price of HDF Between	Fuel Surcharge Cents per Mile
\$0.00 to \$1.249	0.00	\$2.63 to \$2.689	0.24
\$1.25 to \$1.309	0.01	\$2.69 to \$2.749	0.25
\$1.31 to \$1.369	0.02	\$2.75 to \$2.809	0.26
\$1.37 to \$1.429	0.03	\$2.81 to \$2.869	0.27
\$1.43 to \$1.489	0.04	\$2.87 to \$2.929	0.28
\$1.49 to \$1.549	0.05	\$2.93 to \$2.989	0.29
\$1.55 to \$1.609	0.06	\$2.99 to \$3.049	0.30
\$1.61 to \$1.669	0.07	\$3.05 to \$3.109	0.31
\$1.67 to \$1.729	0.08	\$3.11 to \$3.169	0.32
\$1.73 to \$1.789	0.09	\$3.17 to \$3.229	0.33
\$1.79 to \$1.849	0.10	\$3.23 to \$3.289	0.34
\$1.85 to \$1.909	0.11	\$3.29 to \$3.349	0.35
\$1.91 to \$1.969	0.12	\$3.35 to \$3.409	0.36
\$1.97 to \$2.029	0.13	\$3.41 to \$3.469	0.37
\$2.03 to \$2.089	0.14	\$3.47 to \$3.529	0.38
\$2.09 to \$2.149	0.15	\$3.53 to \$3.589	0.39
\$2.15 to \$2.209	0.16	\$3.59 to \$3.649	0.40
\$2.21 to \$2.269	0.17	\$3.65 to \$3.709	0.41
\$2.27 to \$2.329	0.18	\$3.71 to \$3.769	0.42
\$2.33 to \$2.389	0.19	\$3.77 to \$3.829	0.43
\$2.39 to \$2.449	0.20	\$3.83 to \$3.889	0.44
\$2.45 to \$2.509	0.21	\$3.89 to \$3.949	0.45
\$2.51 to \$2.569	0.22	\$3.95 to \$4.009	0.46
\$2.57 to \$2.629	0.23	\$4.01 to \$4.069	0.47
\$2.63 to \$2.689	0.24	Each \$0.06 HDF per gallon increase	Additional \$0.01 per mile

Item 3382 - Charge – Coal Unit Train Shipments, Percentage Based Fuel Surcharge (\$2.50 Strike Price)

General – Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

Application – Applies on Coal Commodities, **(STCC 11-2xx-xx and 29-911-91)**. Applying on Coal and shipments made under pricing authorities referring specifically to this item (3382).

A fuel surcharge applies as shown in the Fuel Surcharge Table in this item.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$2.50 per gallon;

- A positive fuel surcharge will apply on the applicable linehaul freight charges.
- The fuel surcharge will be included as a separate line item on the invoice for freight charges for each shipment.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average is less than \$2.50 per gallon and equals or exceeds \$1.25 per gallon;

- When BNSF is the collecting carrier of linehaul freight charges, a negative fuel surcharge will apply only on BNSF's portion of the linehaul freight charges unless otherwise stated.
- A negative fuel surcharge will not be assessed to other carriers' portions of the linehaul freight charges, and their portions will not be included in the calculation.
- The negative fuel surcharge will be included as a deduction in a separate line item on the invoice for freight charges for each shipment.

When BNSF is not the collecting carrier of linehaul freight charges, no negative fuel surcharge will apply.

Item 3382 – Continued...

Coal Unit Train Percentage Based Fuel Surcharge Table			
Time Periods Average Price of HDF Between	Applicable Fuel Surcharge	Time Periods Average Price of HDF Between	Applicable Fuel Surcharge
Each \$0.04 HDF per gallon decrease thereafter to \$1.25	Decrease 0.5%	\$2.86 to \$2.899	5.0%
\$1.66 to \$1.699	-10.0%	\$2.90 to \$2.939	5.5%
\$1.70 to \$1.739	-9.5%	\$2.94 to \$2.979	6.0%
\$1.74 to \$1.779	-9.0%	\$2.98 to \$3.019	6.5%
\$1.78 to \$1.819	-8.5%	\$3.02 to \$3.059	7.0%
\$1.82 to \$1.859	-8.0%	\$3.06 to \$3.099	7.5%
\$1.86 to \$1.899	-7.5%	\$3.10 to \$3.139	8.0%
\$1.90 to \$1.939	-7.0%	\$3.14 to \$3.179	8.5%
\$1.94 to \$1.979	-6.5%	\$3.18 to \$3.219	9.0%
\$1.98 to \$2.019	-6.0%	\$3.22 to \$3.259	9.5%
\$2.02 to \$2.059	-5.5%	\$3.26 to \$3.299	10.0%
\$2.06 to \$2.099	-5.0%	\$3.30 to \$3.339	10.5%
\$2.10 to \$2.139	-4.5%	\$3.34 to \$3.379	11.0%
\$2.14 to \$2.179	-4.0%	\$3.38 to \$3.419	11.5%
\$2.18 to \$2.219	-3.5%	\$3.42 to \$3.459	12.0%
\$2.22 to \$2.259	-3.0%	\$3.46 to \$3.499	12.5%
\$2.26 to \$2.299	-2.5%	\$3.50 to \$3.539	13.0%
\$2.30 to \$2.339	-2.0%	\$3.54 to \$3.579	13.5%
\$2.34 to \$2.379	-1.5%	\$3.58 to \$3.619	14.0%
\$2.38 to \$2.419	-1.0%	\$3.62 to \$3.659	14.5%
\$2.42 to \$2.459	-0.5%	\$3.66 to \$3.699	15.0%
\$2.46 to \$2.499	0.0%	\$3.70 to \$3.739	15.5%
\$2.50 to \$2.539	0.5%	\$3.74 to \$3.779	16.0%
\$2.54 to \$2.579	1.0%	\$3.78 to \$3.819	16.5%
\$2.58 to \$2.619	1.5%	\$3.82 to \$3.859	17.0%
\$2.62 to \$2.659	2.0%	\$3.86 to \$3.899	17.5%
\$2.66 to \$2.699	2.5%	\$3.90 to \$3.939	18.0%
\$2.70 to \$2.739	3.0%	\$3.94 to \$3.979	18.5%
\$2.74 to \$2.779	3.5%	\$3.98 to \$4.019	19.0%
\$2.78 to \$2.819	4.0%	\$4.02 to \$4.059	19.5%
\$2.82 to \$2.859	4.5%	Each \$0.04 HDF per gallon increase	Additional .5%

Item 3383 - Charge – Coal Unit Train Shipments, Mileage Based Fuel Surcharge (\$2.50 Strike Price)

General – Refer to Item 3374 for General Rules and Methodology for calculating the fuel surcharge.

Application – Applies on Coal Commodities, **(STCC 11-2xx-xx and 29-911-91)**. Applying on Coal unit train (i.e. greater than 49 carloads on one waybill) and shipments made under pricing authorities referring specifically to this item (3383).

A fuel surcharge applies as shown in the Fuel Surcharge Table in this item.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$2.50 per gallon;

- A positive fuel surcharge will apply on the applicable linehaul freight charges.
- The fuel surcharge will be included as a separate line item on the invoice for freight charges for each shipment.

When the U. S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average is less than \$2.50 per gallon and equals or exceeds \$1.25 per gallon;

- When BNSF is the collecting carrier of linehaul freight charges, a negative fuel surcharge will apply only on BNSF's portion of the linehaul freight charges unless otherwise stated.
- A negative fuel surcharge will not be assessed to other carriers' portions of the linehaul freight charges, and their portions will not be included in the calculation.
- The negative fuel surcharge will be included as a deduction in a separate line item on the invoice for freight charges for each shipment.
- When BNSF is not the collecting carrier of linehaul freight charges, no negative fuel surcharge will apply.

Coal Mileage Calculation - BNSF mileage calculations will be based on BNSF Railway Miles between a shipment's billed origin, destination or interchange point as published in BNSF web page [Coal Mileage](#). In the event that applicable BNSF miles are not listed, or that a BNSF Connecting Carrier interline movement is being considered, please contact your Marketing representative to determine the BNSF and Connecting Carrier mileages to be used for your shipments. You can use the following web page [Coal Contacts](#) to identify your Marketing representative.

Item 3383 – Continued...

Coal Unit Train Shipments, Mileage Based Fuel Surcharge Table			
Price of HDF Between	Fuel Surcharge Cents per Mile	Price of HDF Between	Fuel Surcharge Cents per Mile
Each \$0.06 HDF per gallon decrease thereafter to \$1.25	Decrease \$0.01 per mile	\$2.86 to \$2.919	0.07
\$1.66 to \$1.719	-0.13	\$2.92 to \$2.979	0.08
\$1.72 to \$1.779	-0.12	\$2.98 to \$3.039	0.09
\$1.78 to \$1.839	-0.11	\$3.04 to \$3.099	0.10
\$1.84 to \$1.899	-0.10	\$3.10 to \$3.159	0.11
\$1.90 to \$1.959	-0.09	\$3.16 to \$3.219	0.12
\$1.96 to \$2.019	-0.08	\$3.22 to \$3.279	0.13
\$2.02 to \$2.073	-0.07	\$3.28 to \$3.339	0.14
\$2.08 to \$2.139	-0.06	\$3.34 to \$3.399	0.15
\$2.14 to \$2.199	-0.05	\$3.40 to \$3.459	0.16
\$2.20 to \$2.259	-0.04	\$3.46 to \$3.519	0.17
\$2.26 to \$2.319	-0.03	\$3.52 to \$3.579	0.18
\$2.32 to \$2.379	-0.02	\$3.58 to \$3.639	0.19
\$2.38 to \$2.439	-0.01	\$3.64 to \$3.699	0.20
\$2.44 to \$2.499	0.00	\$3.70 to \$3.759	0.21
\$2.50 to \$2.559	0.01	\$3.76 to \$3.819	0.22
\$2.56 to \$2.619	0.02	\$3.82 to \$3.879	0.23
\$2.62 to \$2.679	0.03	\$3.88 to \$3.939	0.24
\$2.68 to \$2.739	0.04	\$3.94 to \$3.999	0.25
\$2.74 to \$2.799	0.05	\$4.00 to \$4.059	0.26
\$2.80 to \$2.859	0.06	Each \$0.06 HDF per gallon increase	Additional \$0.01 per mile

Item 3400 – Credit Terms

BNSF continues to reserve the right, in its sole discretion, to establish, not establish, terminate or modify credit for any Applicant. If credit is extended to an Applicant by BNSF, such credit is granted only as a convenience to the Applicant and may be revoked, reduced or modified at any time as to any shipment, without notice.

Any material changes in Applicant's ownership or financial condition effecting Applicant's financial standing that occur any time before or after BNSF extends credit to the Applicant must be reported to BNSF.

If credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods unless other terms are specified by BNSF:

- a. Freight charges – 15 calendar days from the date of the freight bill.
- b. Miscellaneous charges (e.g. demurrage, switching, weighing) – 30 calendar days from the date of the miscellaneous bill.
- c. Additional charges for freight transportation and related services (e.g. balance due bills) – 30 calendar days from the date of bill for additional charges.

NOTES:

BNSF continues to reserve the right, in its sole discretion to modify the terms of an Applicant's credit or cancel entirely such credit at any time, without notice.

Errors discovered in bills by customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If customers receive bills that they feel they are not responsible for paying, they must notify the carrier within the credit terms that they believe they are not responsible for paying the bills.

Payment of an amount less than stated on a BNSF invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payer's remittance. Acceptance by BNSF of the lesser amount will not constitute an accord and satisfaction of the entire debt. The payer will be advised of any remaining balance deemed due after application of the remitted funds.

FINANCE CHARGES: (See Exception 1)

BNSF will assess a finance charge of .033% per day (12% per annum) on closed bills for freight and all miscellaneous charges (for example, demurrage, switching and weighing, etc.) which are paid past our credit terms.

Customers who pay invoices past credit terms will receive a finance charge invoice each month. Finance charges will be assessed on closed bills for freight or miscellaneous charges paid beyond credit terms within the previous month.

Item 3400 – Continued...

Exception 1: Each month the BNSF will calculate an average Weighted Days To Pay (WDTP) on all freight and miscellaneous charges for each customer. The WDTP will be determined by calculating the average number of days a customer has taken to pay freight and miscellaneous charges over a preceding three-month period. If the WDTP does not exceed established credit terms then no finance charges will be applied for the month in which finance charges would have otherwise applied. If the WDTP exceeds the credit terms, the finance charges will accrue as stated above.

The following is a link to Customer Tools at BNSF's web site: [BNSF - Customers - Finance Charges](#)

Item 3500– Charge, Furnished Equipment Used for Offline Movements (See Exceptions 1, 2 and 3)

BNSF will assess a \$1,100.00 per car charge against shippers routing BNSF owned, leased or controlled equipment via routes that exclude BNSF from participation in the route and/or linehaul revenue. This charge is in addition to any other charges which may be due from shipper.

Exception 1: With prior permission from BNSF Equipment Management Department 1 (888) 428-2673 (opt. 4, 4, and then 1), a shipper can utilize such equipment, without penalty, for outbound shipment via a carrier other than BNSF.

Exception 2: This charge does not apply on cars assigned to pools, when loaded and routed in accordance with applicable AAR Car Service Rules, Car Service Directives and Transportation Directives.

Exception 3: This charge does not apply to BNSF owned or leased covered hoppers ordered to load commodities covered by Tariff BNSF 4022-Series and BNSF 4023-Series. For provisions to apply see Item 12217 of BNSF 4022-Series and BNSF 4023-Series.

Item 3520 – Customs Fees for Freight Originating in Canada and Mexico

APHIS Fees:

The U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) is assessing an agricultural quarantine inspection user fee on all loaded railcars entering the U.S. from Canada. This fee is assessed on loaded railcars entering the U.S. from Mexico since 1991.

BNSF carload customers will be charged *an APHIS user fee* for each loaded railcar arriving from Canada or Mexico. This charge will appear as a surcharge on the freight invoice.

Further information regarding the user fee can be found in 7 CFR part 354 of the Federal Register. These user fees are authorized by Section 2509(a) of the Food, Agriculture, Conservation and Trade Act of 1990, as amended (21 U.S.C. 136a), which authorizes the collection of user fees for agricultural quarantine and inspection (AQI) services.

Item 3520 – Continued...**COBRA FEES:**

The U.S. Department of Homeland Security's Customs and Border Protection Service collects a user fee to pay for the costs incurred in providing customs services under the authority of section 13031 of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, codified at section 19 of U.S.C. 58c. Each loaded railcar entering the U.S. from Canada and Mexico assessed a user fee.

BNSF carload customers will be charged *a COBRA user fee* for each loaded railcar arriving from Canada or Mexico. This charge will appear as a surcharge on the freight invoice.

Item 3530 - Facility (Infrastructure) Charge for Inbound Railcars Received by Tacoma Rail (TMBL)

The Port of Tacoma charges a Facility Charge on loaded or empty inbound railcars, other than intermodal, received by Tacoma Rail, against the mainline railroad. BNSF carload customers will be charged a Facility Charge as found in Port of Tacoma Terminals Tariff 300 (<http://www.portoftacoma.com/tariff>) for each loaded railcar interchanged with TMBL regardless if the loaded shipment is inbound or outbound. This charge will appear as a surcharge on the freight invoice.

Item 3531 - Facility (Hazardous Material) Charge for Loaded Non-Container Railcars Received by Tacoma Rail (TMBL)

The Port of Tacoma charges a Facility Charge on loaded, non-container rail cars carrying hazardous materials transiting Bullfrog Junction, against the mainline railroad. BNSF carload customers will be charged a Facility Charge as found in Port of Tacoma Terminals Tariff 300 (<http://www.portoftacoma.com/tariff>) for each loaded railcar transiting Bullfrog Junction regardless if the loaded shipment is inbound or outbound. This charge will appear as a surcharge on the freight invoice.

Item 3540 - Shipments of Wind Component on BNSF Railcars

To the extent that BNSF supplies flatcars to a Shipper or Shipper's Agent (collectively, "Shipper") for use in the rail transportation of wind components ("Rail Cars") Shipper may only make modifications to and/or install shipping fixtures upon such Rail Cars (collectively, "Modifications") with BNSF's prior written consent. For the purposes of this Item, wind components shall include Wind Turbine Towers, Wind Turbine Blades, Wind Turbine Generators, Wind Turbine Hub Assemblies and Auxiliary Generators for supplying power to Wind Turbine Generators with Standard Transportation Commodity Codes (STCC) of 3511206, 3511207, 3511208, 3511209 and 3621930. For as long as the modified Rail Cars are in Shipper's possession or control, Shipper shall be responsible at its own expense to maintain, service, and repair the Modifications as necessary to maintain the Rail Cars in good operating condition. The cost of any Modifications, installation of the Modifications, and removal of the Modifications shall be borne entirely by the Shipper.

- A. SHIPPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BNSF, ITS DIRECTORS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES OR LOSSES OF ANY KIND RESULTING FROM DAMAGE TO PERSONS OR PROPERTY (INCLUDING LADING) IN ANY WAY ARISING OUT OF OR RELATED TO THE MODIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS BASED UPON THE DESIGN, QUALITY, IMPLEMENTATION OR SUITABILITY OF MODIFICATIONS OR THE MATERIALS USED IN MAKING SUCH MODIFICATIONS.
- B. BNSF shall determine the location where Modifications to Rail Cars take place.
- C. Immediately after BNSF has supplied Unmodified Rail Cars to Shipper and Shipper has received written consent to make Modifications to such Rail Cars, the Shipper shall make Modifications in a timely manner. If Modifications have not been made to Rail Cars and Rail Cars have not been released for service within a period of fifteen (15) days from the date the Rail Cars were made available for modifications, then (a) Shipper will pay BNSF a storage fee of \$30 per car, per day for Rail Cars on private track; or (b) Shipper will pay demurrage charges as set forth in BNSF Demurrage Book 6004-B, Item 6020; and/or (c) BNSF may remove such Rail Cars from service for Shipper at any time.
- D. Shipper shall provide BNSF Equipment team member in writing a rail destination and want date for the rail cars with fixtures. Once modifications to Rail Cars are complete, BNSF will position railcars to the rail destination targeting the want date. Once the railcars are at the agreed upon rail station on the want date the Rail Cars are in service for the Shipper. Staging or holding of Rail Cars after modified is not allowed unless otherwise agreed upon in writing by BNSF and Shipper. If Rail Cars are not moved directly from the location where Modifications took place to the Shipper's loading location and Shipper requests Rail Cars to be moved and stored, then in addition to any freight charges for moving the Rail Cars, (a) Shipper will pay BNSF a storage fee of \$30 per car, per day for Rail Cars on private track; or (b) Shipper will pay demurrage charges as set forth in BNSF Demurrage Book 6004-B, Item 6020; and/or (c) BNSF may remove such Rail Cars from service for Shipper at any time.
- E. If during the term of the BNSF rate authority pursuant to which shipments using the Rail Cars occurs, or if Rail Cars are otherwise idle between shipments by Shipper for any period longer than thirty (30) days then (a) Shipper will pay BNSF a storage fee of \$40 per car, per day for Rail Cars; or (b) Shipper will pay demurrage charges as set forth in BNSF Demurrage Book 6004-B, Item 6020; and/or (c) BNSF may remove such Rail Cars from service for Shipper at any time.
- F. Immediately following the final shipment of Rail Cars by Shipper, or upon written request by BNSF, the Shipper shall return Rail Cars in a timely manner. Unless otherwise agreed by BNSF and

Item 3540 – Continued...

- G. Shipper, Shipper shall return the Rail Cars to BNSF within fifteen (15) days from the date following expiration of the BNSF rate authority pursuant to which shipments using such Rail Cars occurred. Upon return to BNSF, Rail Cars shall be in the same condition as when the Rail Cars were initially supplied to Shipper by BNSF, reasonable wear and tear excepted. Upon their return to BNSF, BNSF will perform an inspection of the Rail Cars to determine whether, in BNSF's discretion, any further repairs or other modifications by Shipper are necessary to return the Rail Cars to the appropriate condition. The costs of any such repairs or other modifications and the costs to undo any Modifications shall be borne entirely by Shipper. If Shipper does not comply with the obligations set forth in this paragraph, BNSF may charge Shipper \$300 per car, per day until all Rail Cars are returned to BNSF in appropriate condition.
- H. In the event that Shipper requests to return Rail Cars without Modifications removed by transferring rights of the modified Rail Cars to another party ("Subsequent Shipper") for use, a formal written request must be submitted to BNSF for approval. If all parties (Shipper, Subsequent Shipper, and BNSF) agree and transfer of Rail Cars is permitted by BNSF, Shipper relinquishes all rights to Rail Cars to Subsequent Shipper. BNSF will determine the date of transfer to the Subsequent Shipper. Upon that date, Subsequent Shipper becomes responsible for all provisions of this item. Subsequent Shipper shall immediately release into service the modified Rail Cars from the location where the transfer of the Rail Cars took place to the Subsequent Shipper's loading location for loading of Wind Components with BNSF. If Rail Cars are not moved promptly and directly by the Subsequent Shipper to the Subsequent Shipper's loading location, within a period of fifteen (15) days from the date of transfer of the Rail Cars, then (a) Subsequent Shipper will pay BNSF a storage fee of \$30 per car, per day for Rail Cars on private track; or (b) Subsequent Shipper will pay demurrage charges as set forth in BNSF Demurrage Book 6004-B, Item 6020; and/or (c) BNSF may remove such Rail Cars from service for Subsequent Shipper at any time.
- I. The provisions contained in this Item shall survive and continue in effect following the expiration of the term of the BNSF rate authority pursuant to which shipments using the Rail Cars occurs and until such Rail Cars have been returned to BNSF in compliance with this Item and any fees/charges owed have been fully paid.

SECTION 6 – Rules and Regulations Governing Frozen and Non-Frozen Commodities Requiring Mechanical Protective Service

Item 6000 - Mechanical Refrigerated Equipment Furnished By Carrier

Mechanical refrigerated equipment furnished by railroads will not be required to maintain a temperature of lower than minus 5 degrees Fahrenheit. Shipper shall indemnify and hold harmless the railroads involved for any damage to commodity if a lower temperature is required.

Responsibility for adequate blocking, bracing, packaging and loading of the shipment lies entirely with the shipper. Shipper has responsibility for starting the refrigeration unit, setting thermostat to the billed temperature and ensuring proper cooling prior to releasing the shipment for movement. Carriers will not be responsible for damages resulting from non-compliance.

Item 6030 – Private Owned or Leased Mechanical Refrigerated Equipment

When movements are in privately owned or controlled Mechanical Refrigerated Cars, shipper will be responsible for all aspects of Mechanical Protective Service including but not limited to fueling, monitoring, preventative maintenance and running repairs on refrigeration unit and all costs associated with same. Shipper shall indemnify and hold harmless the railroad(s) involved for damage to commodity due to temperature variation in privately owned or controlled mechanical refrigerated cars.

When empty, cars are subject to the provisions of Tariff and RIC 6007-Series Tariff.

Item 6040 - Rules Governing Mechanical Protective Service or (MPS)

Rule 705 - Frozen commodities transported under mechanical protective service in BNSF owned or controlled mechanical refrigerator cars are subject to mechanical protective service charges. Applicable charges in mechanical cars other than BNSF shall be governed by the rules and provisions of car owner.

Shipper must place on bill of lading and shipping instructions, and railroad must place on waybill, the following notation: "MECHANICAL PROTECTIVE SERVICE - RULE 705".

When shipments are moving under rates that include mechanical protective service, railroad must place on the waybill with the following notation: "RATE PER CAR INCLUDES MPS CHARGE".

Rule 710 - Non-frozen commodities transported under mechanical protective service in BNSF owned or controlled mechanical refrigerator cars are subject to mechanical protective service charges. Applicable charges in mechanical cars other than BNSF shall be governed by the rules and provisions of car owner.

Shipper must indicate on the bill of lading, shipping instructions and freight waybill, the following notation: "MECHANICAL PROTECTIVE SERVICE - NON-FROZEN COMMODITY, RULE 710. PRECOOLED LOAD, OPTIMUM TEMPERATURE INSIDE CAR _____ DEGREES."

Item 6040 – Continued...

Prior to loading, all commodities must be precooled to the temperature desired for shipping. Any claim for lading loss or damage will be subject to compromise or declination if lading was not pre-cooled prior to loading. The burden of proof will be on the shipper to provide evidence of origin temperature of lading at time of loading.

When shipments are moving under rates that include mechanical protective service, agent must endorse the waybill as follows: BNSF cars: "RATE PER CAR INCLUDES BNSF MPS CHARGE."
Foreign cars: "RATE PER CAR INCLUDES FOREIGN MPS CHARGE."

Rule 720 - Mechanical car used for shipments where MPS not ordered. When a mechanical refrigerator car is furnished for railroad's convenience and shipper does not order MPS, the mechanical unit will not be operated and MPS will not apply. Shipper must specify on bill lading, and agent must place on waybill, the following notation: "MECHANICAL PROTECTIVE SERVICE NOT ORDERED - RULE 720. DO NOT OPERATE MECHANICAL."

Item 6045 – Mechanical Reefer Fuel Supplement Charge

Charges apply for all shipments in BNSF owned or controlled mechanical refrigerated cars. Shipments made under pricing documents referring hereto will be subject to a mechanical reefer fuel supplement charge as shown in Table A below.

The mechanical reefer fuel supplement charge will be calculated by multiplying the applicable cents per mile rate in Table A by the applicable number of miles per shipment between the applicable origin and destination. Mileage calculations will be based on the shortest route formula, including applicable interchanges with interline carriers. The mileage source is ALK Technologies' PC*Miler Rail Fuel Surcharge router, which customers can register for secured access by [logging in to your BNSF account](#).

When the U.S. Average Price of Retail On-Highway Diesel Fuel (HDF) monthly average equals or exceeds \$3.00 per gallon, the mechanical reefer fuel supplement charge will be included as a separate line item on the invoice for freight charges for each shipment.

Table A

HDF Average Price Per Gallon	Cents Per Mile
\$0.00 to \$2.99	-
\$3.00 to \$3.24	\$0.16
\$3.25 to \$3.49	\$0.20
\$3.50 to \$3.74	\$0.24
\$3.75 to \$3.99	\$0.28
\$4.00 to \$4.24	\$0.32
\$4.25 to \$4.49	\$0.36
\$4.50 to \$4.99	\$0.40

The source for the price of HDF will be the U. S. Department of Energy's, EIA Retail On-Highway Diesel Prices Report, whose weekly average price is available on BNSF WebPages at: www.bnsf.com.

Item 6050 - Rules Regarding Compliance with California Air Resources Board Transportation Refrigerated Unit Airborne Toxic Control Measure

BNSF is not responsible for ensuring that privately-owned equipment or foreign-carrier-owned equipment is compliant with the California Air Resources Board's Transportation Refrigerated Units Airborne Toxic Control Measure ("CARB TRU ATCM"). In the event that non-CARB TRU ATCM compliant privately-owned equipment or foreign-carrier-owned equipment is tendered to BNSF for transportation to, from, or through the state of California, Shipper shall indemnify and hold harmless BNSF for any resulting penalties, fines, or other monetary charges imposed by CARB or any other governmental entity. BNSF will not be responsible for any damage to lading that directly or proximately results from service interruptions or delays caused by actions taken or required by CARB, or any other governmental entity for the purpose of enforcing CARB TRU ATCM. In addition, Shipper will be responsible for any otherwise applicable accessorial or other charges (including, but not limited to, fees for demurrage, loading and unloading) caused or required by Shipper's tender of non-CARB TRU ATCM compliant equipment to BNSF. Failure of BNSF to prevent the movement of non-CARB TRU ATCM compliant cars to, from or through the state of California shall not constitute a waiver of BNSF's right to enforce this item.

When on instructions, loaded refrigerated boxcars are removed from industry or interchange tracks and are found to be non-compliant with CARB regulations, including but not limited to CARB's Transportation Refrigerated Units Airborne Toxic Control Measure, a charge of \$500 per non-compliant car will be assessed against the shipper, loader or party taking responsibility for miscellaneous charges. If such non-compliant cars are subsequently ordered by CARB or other governmental entity returned to industry or interchange tracks, the applicable intra-terminal switching charge will be assessed against the party requesting the service.

When a refrigerated boxcar is found to be non-compliant with CARB regulations, including but not limited to CARB's Transportation Refrigerated Units Airborne Toxic Control Measure, while enroute and is held for forwarding instructions, a charge of \$1,000 per car will be assessed against the shipper.

As used in this Item, the terms "forwarding instructions" and "loader" will be as defined in BNSF Demurrage Book 6004-Series. The charges provided in this Item are in addition to applicable demurrage, storage and extended use fees (EUF) charges as named in BNSF Demurrage Book 6004-Series and BNSF Rules Book 6100-Series or, diversion/reconsignment charges named in BNSF Diversion Book 6200-Series when applicable, and will not be absorbed in whole or in part.

NOTE: Nothing in this Item will be construed as authorization to charge any connecting carrier for railroad error moves.

Item 6060 - Operation Of BNSF Owned Or Controlled Mechanical Units

While mechanical units are being used by railroad, railroad shall perform such in transit temperature inspections as may be necessary and proper, at its expense. Railroad shall also perform routine servicing and running repairs to units. Railroad shall bill car owner, and car owner shall pay railroad, for services performed (other than inspection) and supplies furnished on the following basis:

1. Bills for fuel supplied or lube oil furnished mechanical cars should show equipment reference, service date, service location, gallons of fuel supplied and should be supported by information stating whether equipment was empty or loaded when service was performed and/or waybill date and number.
2. Bills for the pretrip inspection made prior to okaying car for loading, for the purpose of testing unit to determine that it is functioning satisfactorily or in need of repairs, will be rendered on the basis of \$25.00 per car.
3. Refrigerant, antifreeze, supplies and repairs to units shall be billed as provided for in the field and office manuals of the code of interchange rules promulgated by the Association of American Railroads.

Item 6080 - Empty Movement Of Privately Owned Cars

The provisions of this item apply to rates published on shipments in cars of private ownership with the provision that the use of such cars is not subject to the payment of mileage allowances or to the provisions of Mileage Tariff and RIC 6007-Series. Except as may otherwise be specifically provided in the Exempt rate quote, circular or memorandum, such rates include the movement of the empty car or cars to the point of prior loading via the reverse of the loaded route. Any other empty movement by the BNSF will be subject to charges provided in the applicable BNSF Tariff.

Item 6100 - Return Of Pallets, Pallet Sides, Platforms, Skids, Dunnage, Etc.

Return of Pallets, Pallet Sides, Platforms, Skids, Dunnage, etc. shall not be included in rates for temperature controlled shipments (Rules 705 and 710).

Item 6120 - Offer Of Section 11706 ('Carmack') Liability

BNSF offers the opportunity to ship temperature controlled commodities (Rules 705 and 710) pursuant to the terms and conditions of 49 U.S.C. Section 11706 (Carmack) liability, as an alternative to the claims provisions in this BNSF Rules Book, BNSF-6100 Series. Shipments made pursuant to the claim provisions of Section 11706 (Carmack) will be charged a higher rate, and the following conditions must be met in full:

1. Not later than the time a car is ordered for loading the shipper must notify BNSF or its designated representative of the intention to make the shipment subject to the claim provision of 49 U.S.C. Section 11706 (Carmack). At that time the shipper must advise BNSF where and when the car will be available for BNSF representatives to inspect the loading and the loading method.
2. The shipping order and receipt must be endorsed prior to the shipment, "The Shipment is subject to the Claim Terms of 49 U.S.C. Section 11706."
3. Transportation charges must be prepaid.

Unless the shipper complies in full with the conditions stated above for application of Section 11706 liability, the shipment will be conclusively deemed to move under the 'alternate liability' terms and conditions of BNSF Rules Book, BNSF-6100 Series, and there will be a conclusive presumption that the shipper has given his written declaration and/or that the shipper and carrier have entered into a written agreement to this effect.

Item 6140 - Loss And Damage Provisions/Liability Restrictions

- A. Shipper is responsible to protect the safety and integrity of its lading, including, but not limited to, the application of barrier seals to railroad cars to prevent unauthorized access to lading. A minimally accepted barrier seal will be composed of braided steel strands (high-tensile strength steel cable) totaling one-eighth (1/8) inch in diameter, a bolt type seal or other equivalent security type seal of comparable strength. The burden of proof rests with the shipper to establish their actual lading loss or damages. BNSF and connecting carriers shall not be liable for lading loss or damage where shipper fails to apply a minimally accepted barrier seal. If a seal is missing, defective, or tampered with, refer to Item 2250-Series herein.
- B. Upon tender of a shipment of exempt commodities as described in this contract accompanied by the verbal shipping order (phone transmittal) and/or Electronic Data Interchange (EDI) transfer completed by shipper, BNSF will give its receipt for the goods and its acceptance of said billing instruction to be performed in accordance with the contract. Acceptance of the shipping order by BNSF shall also be by verbal acceptance and/or confirmation of EDI transfer. In all matters described herein, BNSF acts as principal only with respect to transportation over its own line.
- C. Carriers will not be liable for loss, damage or delay caused in whole or in part by an Act of God, a public enemy, the authority of law, riots, strikes, acts of civil disobedience, inherent quality or characteristic of the commodity, natural shrinkage, an act or default of the shipper, owner or receiver or from shipments stopped and held in-transit at the request of the shipper, owner, or receiver.
- D. BNSF agrees to transport shipment over its line with reasonable dispatch. BNSF and connecting carrier do not guarantee rail service on any scheduled time frame.
- E. BNSF and connecting carrier shall not be liable for breakage or bruising damage to lading unless shipper provides physical evidence of railroad negligence. Shifting of a load, alone, shall not be considered as evidence of such negligence.
- F. BNSF and connecting carrier shall not be liable for deterioration resulting from improper loading or overloading of the equipment or from the use of containers or stacking methods which do not permit the adequate flow of air throughout the load.
- G. BNSF and connecting carriers shall not be liable for market decline.
- H. BNSF and connecting carriers shall not be liable for shortage unless there is physical evidence of forced entry to the transportation equipment. Shortage claims must be verified and supported by an actual tally of packages loaded at origin and an actual tally of packages unloaded at destination. In addition, origin and destination seal records must be furnished.
- I. In no event shall BNSF and connecting carriers be liable for lading replacement costs or for special or consequential damages.
- J. A claimant must mitigate its damage by acceptance of damaged cargo, and may not abandon damaged goods to Carrier when the damaged lading retains no value. Product that is abandoned to Carrier in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.
- K. Carriers do not undertake to overcome the inherent tendencies of perishable goods to deteriorate or decay. Carrier has no liability for deterioration when the amount of deterioration could reasonably be expected to occur during normal rail transport. When the amount of deterioration is intensified due to diseases or due to decayed or damaged condition of the perishable goods at rail origin, rail carrier has no liability for this intensified deterioration.

Item 6140 – Continued...

- L. In the event an act or omission of any party involved in the transportation process (shipper, carrier, receiver) is not the sole cause but contributes to any loss or damage, each party will be liable for only that portion of the loss or damage which was reasonably caused by its negligence. If the loss or damage results from the concurrence of an act or omission by BNSF and an act of God, then the liability of BNSF shall be no greater than the percentage of proven causal negligence of BNSF.
- M. Carrier has no liability for deterioration of perishable goods when carrier refrigeration equipment functions properly within 10 degrees of the billed instruction (as monitored and recorded from the railcar's thermometer measured by return air) and shipment is handled with reasonable dispatch.
- N. On shipments where it is determined that the commodity pulp (body) temperature is something other than the billed temperature, it will not be BNSF's responsibility to bring said commodity's pulp temperature down to conform to billing temperature. When records indicate that the mechanical refrigeration unit was properly operating, carrier(s) will not be responsible for alteration in the condition of the lading.
- O. Carrier shall not be liable for product loss arising from any cause, including temperature, after notice of constructive placement availability. Subsequent to such notice carriers will not be responsible for temperature monitoring, fuel, etc.
- P. Carrier shall not be liable for product loss or deterioration *involving shipments of Fresh Fruits and Vegetables* without proper origin record or certification as to the condition and quantity of the *Cargo* at the time tendered to the origin rail carrier as demonstrated by USDA inspections, Canadian government equivalent or mutually agreed-to third party inspections.

Any Mechanical Protective Service performed by BNSF when handling perishable boxcar shipments in foreign line marked equipment shall be billed to the car owner in accordance with AAR interchange rules. If the shipment is in non-compliance of this section, and BNSF performs proper MPS service, BNSF will not participate in any freight claim payment. In the event that BNSF fails to exercise due diligence in the correction of an off-temperature condition then BNSF will participate in the distribution of any freight claim payment in accordance with AAR freight claim rules.

- Q. The shipper and consignee shall indemnify and hold harmless the carrier from any loss, damage, personal injuries and/or death resulting from failure to comply with the provisions contained herein. Acceptance of shipment by the carrier for transportation shall not be a waiver of this liability.

Item 6160 - Claim Procedures

- A. The rates and charges agreed upon for the shipment and the terms, conditions and provisions herein stated require that the shipper only, whether acting as principal or agent, must file any claim for loss and damage exclusively with BNSF or carrier on whose line the loss, damage, injury or delay occurred.
- B. As a precedent to recovery for any loss or damage to lading, claims must be received by BNSF or carrier on whose line the loss, damage, injury or delay occurred, in writing within three months after delivery of the shipment at its final railroad destination or, in the case of failure to make delivery, then within three months after a reasonable time for delivery has elapsed. BNSF shall pay, decline or offer to compromise claims within three months from the date received.
- C. Failure of Carrier to inspect the cargo will not constitute an admission of liability by Carrier or alter the burden of proof on claimant to establish the liability of Carrier.
- D. All written claims must include the following documentation:
 - 1. A demand for payment of a specific amount.
 - 2. Information identifying the rail shipment including equipment initials and number, shipper and receiver's name, shipping date and commodity.
 - 3. Origin records or certification as to the condition and quantity of the lading at the time tendered to the origin rail carrier.
 - 4. Destination records as to the condition and quantity of the lading at the time received from the destination rail carrier.
 - 5. Verification of the amount claimed including original invoices, repair bills and account of sales.
 - 6. Evidence as to the disposition of the damaged lading.
 - 7. On fresh fruits and vegetables, origin and destination USDA inspections, Canadian government equivalent *or mutually agreed - to third party inspections*.
- E. A Cargo loss and damage claim can be filed with BNSF by one of the following methods:
 - 1. Electronically via eCargoClaims at www.BNSF.com. See instructions at <http://www.bnsf.com/customers/support-services/rail-freight-cargo-claims/>.
 - 2. Via email to: CargoClaims@BNSF.com.
 - 3. Mailed to: Cargo Claims, BNSF Railway Company, P.O. Box 1738, Topeka KS 66601
 - 4. Faxed to: 785-435-4120.

For additional information on Cargo Claims, visit <http://www.bnsf.com/customers/support-services/rail-freight-cargo-claims/>, email CargoClaims@BNSF.com, or call 1-800-333-4686 Option 2.

- F. Carrier's liability will not exceed the actual amount of physical loss or damage sustained to the lading including proven costs through mitigating the loss or damage. Claim calculation as well as any claim payment shall not exceed the delivered value of FOB origin invoice plus freight to destination, less the gross account of sales, plus a reasonable commission on those sales.

Item 6160 – Continued...

- G. The claimant must request that BNSF produce the required loss or destruction documentation, so the claimant can file a claim with the government to receive a Federal Excise Tax refund or credit allowance on such shipments as alcohol, alcoholic beverages, tobacco, tobacco products, or firearms. Whether or not a (refund) claim is actually filed, the amount equivalent to the Federal Excise Tax will not be made part of any claim against BNSF, and BNSF will have no liability for such amount or the equivalent, except in the case of loss due to theft. If the shipment is insured, the claimant waives any claim for subrogation.
- H. Carrier's maximum liability per railcar is \$100,000 or as stated in the governing price authority; most restrictive liability will apply. BNSF will not be liable for damage where BNSF's liability is determined to be \$1,000.00 or less per railcar. No claim or lawsuit will be filed or paid for injury to lading of less than \$1,000.00 per railcar.
- I. Any suit against BNSF or its connecting carriers based on transportation provided under the terms of this circular shall be commenced within one year from the date of delivery, or in the case of failure to make delivery then within one year after a reasonable time for delivery has elapsed. Such suit shall be filed in the state or province of origin on or interchange to BNSF.
- J. Any claim or suit not filed in strict accordance with the terms and conditions of this circular shall be void.

Item 6180 - Mechanical Protective Service Charges BNSF Owned Or Controlled Mechanical Refrigerated Cars Charges In Dollars Per Car

MPS charges for all shipments in BNSF owned or controlled mechanical refrigerated cars where BNSF does not appear as a linehaul carrier in the route, will be \$2,000.

Item 6200 – Stopping

Stopping to complete loading or for partial unloading of cars with temperature controlled shipments (Rules 705 and 710) is not allowed.

Item 6210 – Flume Loading/Flume Unloading with Charges

BNSF will not allow the use of flume loading or unloading methods in any BNSF owned or leased mechanical refrigerated boxcar. If BNSF determines this method of loading/unloading was used, the responsible party will be assessed all costs associated with returning the car into its pre-flume condition, up to the book value of the railcar. The minimum charge will be \$5,000 per car.

Item 6220 – Mexico

Mechanical refrigerated cars owned or controlled by BNSF are not permitted to move into Mexico unless the governing rate document clearly states that rate applies for shipments destined to specified points in Mexico. If a mechanical refrigerated car moves into Mexico as a result of billing to a destination in Mexico in violation of this condition, the party who billed the car will be subject to a charge of \$10,000 in addition to applicable charges for movement of commodity. If a mechanical refrigerated car moved to Mexico in violation of this condition sustains loss or damage from any cause, the party billing such car shall also be liable for such loss and damage. Failure of any Railroad to prevent the movement of the car to Mexico shall not constitute a waiver of BNSF's right to enforce this item.

Item 6240 - Cleaning Fees

Mechanical refrigerated cars received by BNSF requiring cleaning, including removal of debris, dunnage, pallets, tie down materials, food or any other object not an inherent part of the mechanical refrigerated car will be subject to \$500 cleaning fee. This fee will be assessed against the last party unloading the equipment prior to BNSF receipt of car in interchange or received in switch service from industry.

Mechanical refrigerated cars spotted to industry for loading and subsequently rejected by the loading party due to cars requiring cleaning including removal of debris, dunnage, pallets, tie down materials, food or any other object not an inherent part of the mechanical refrigerated car will be subject to a \$1,000 fee covering but not limited to transportation, cleaning and opportunity cost. This fee will be assessed against the last party unloading the equipment prior to BNSF receipt of car in interchange or received in switch service from industry.

Item 6260 - Charge – Extended Use Fee – For BNSF Railway owned or controlled Mechanical Refrigerated Cars Held for Loading and Unloading

This item applies only on BNSF railroad owned or controlled Mechanical Refrigerated Cars. The Extended Use Fee (EUF) herein applies to the mechanical device used to control temperatures.

Refrigerated cars are subject to an Extended Use Fee (EUF) of \$150 per day and begin on the third 12:01 a.m. after actual placement for loading or unloading, or from constructive placement either short of destination or at destination, and will continue until such time cars are released back to the serving railroad. If actually placed prior to the want date, free time will be calculated from the first 12:01 of the want date. Charges will continue until such time as cars are released with proper shipping instructions.

The \$150 per day charge will be assessed against the shipper at origin or consignee at destination and are in addition to, and run concurrent with, the applicable per day demurrage charges found in BNSF Demurrage Book 6004 series.

In determining the assessment of charges, all days are considered chargeable including Sundays and Holidays as listed in BNSF Demurrage Book 6004 series.

At the option of the BNSF, EUF charges may be billed separately or as part of the monthly demurrage statement. All EUF charges will be issued by and are payable to BNSF whether the loader or unloader is on BNSF, served through reciprocal switching, or is located offline from the BNSF.

SECTION 7 – Requirements and Guidelines for the Location, Maintenance, and Operation of Facilities Handling Hazardous and Other Specified Materials

Item 7000 – General Requirements and Guidelines

- A. The following requirements must be observed in conjunction with contracts for site or track leases for loading, unloading or storage of hazardous materials as defined in 49 *CFR* parts 171 through 179, and republished in *Tariff BOE 6000* (current issue).
- B. Industry¹ shall conduct its operation in such a manner as not to violate these requirements or any federal, state, municipal, or other laws, requirements or regulations promulgated thereunder or tariffs currently in effect from time to time governing Industry's operations. This includes all federal, state, municipal, and other laws governing the handling or transportation of hazardous materials. To the extent one or more of these requirements are, or may in the future be, in conflict with any of said laws, requirements, regulations or tariffs, the conflicting portion of these requirements shall not apply. Excerpts from said laws, requirements, regulations or tariffs contained in these requirements are for ready information purposes only and shall not relieve the Industry of the obligation to abide by any and all current laws, requirements, regulations, or tariffs. These requirements shall not create any duty on the part of The Burlington Northern and Santa Fe Railway Company "BNSF" or cast any liability on BNSF due to any omissions, errors or other unintended misrepresentation of said laws, requirements, regulations or tariffs herein.
- C. Industry shall have a contract in place with BNSF before any loading or unloading operations will commence on any BNSF owned tracks or property. Loading or unloading operations must have written approval by BNSF's Assistant Vice President Environmental and Research Development.
- D. Upon request, Industry will provide BNSF the following: a list of all materials to be handled, material safety data sheets for each material to be handled, emergency response and contingency plans, spill prevention control and countermeasure plan and hazard communication program.
- E. Fixed storage facilities for hazardous wastes are prohibited.
- F. For spills or releases of hazardous materials, petroleum products and environmentally sensitive materials, it shall be the responsibility of the Industry or person in control of the substance during the release to undertake procedures for notification of appropriate authorities, containment, cleanup and disposal. The Industry must comply with all applicable federal, state and local laws and regulations. The Industry shall be responsible for responding to such spills or releases. BNSF shall be notified promptly of any such spill or release by calling 800-832-5452.

Item 7020 – Location of Tracks and Facilities

- A. Facilities for loading and/or unloading should be located not less than 100 feet from buildings and not within 250 feet from public grade crossings.
- B. Selected locations should be evaluated to determine if they are desirable relative to other track structures (e.g. above or below main track grade, on the inside or outside of a curve, or in close proximity to a main track switch).
- C. In general, the distance to the nearest business should be no less than 50% of the first isolation distance listed in *Emergency Response Guidebook* (current edition) and will depend on the material(s) located at the facility. The distance to the nearest residence should be no less than the first isolation distance listed in the *Emergency Response Guidebook* (current edition).

Item 7040 – Location of Loading/Unloading Racks and Storage Tanks

- A. Racks shall be located no less than the distances specified in Items IV-B and V-C. Racks shall be located no less than 8.5 feet from the centerline of the track serving the racks.
- B. All racks, storage tanks, containers, pipe lines, hoses and similar equipment shall be constructed, tested and maintained in accordance with the appropriate codes established by the American Society for Mechanical Engineers. Where practical, storage tanks shall be installed above ground. Tanks and regulating equipment shall not be buried without first securing written approval from BNSF.
- C. A storage tank area shall be fenced with at least two means of access through the fencing. Readily ignitable material such as weeds or dry grass shall be removed from within the fenced area. Where flammable materials are handled, “No Smoking” signs must be installed and observed.

Item 7060 – Class 3 Flammable and Combustible Liquids

- A. Storage tanks and appurtenant facilities shall be installed in accordance with 49 CFR 174.304 and all other applicable regulations. Compliance is required with applicable provisions of the National Fire Protection Association’s Flammable Liquid Code & Static Electricity Code.
- B. Aboveground storage tanks must be surrounded by dikes of earth, concrete, or other suitable material of sufficient capacity to hold all the contents of the largest tanks according to applicable aspects of the *Uniform Fire Code* and *Spill Prevention Control and Countermeasure Plan*.

Separation Distance for Facilities, Loaded Tank Cars, and Storage Tanks from Track Class II or Better

All Tank Capacities	Minimum Distance to Track
Flammable Liquids	100 Feet
Combustible Liquids	50 Feet

Item 7080 – Class 2 Compressed Gases

- A. Track leases may be issued only for loading and unloading operations according to 49 CFR 174.204.
- B. Location, construction and utilization of facilities for storage of compressed gases is typically under the jurisdiction of municipal authorities and are generally governed by the recommendations contained in the *Uniform Fire Codes* issued by the National Fire Protection Association (Batterymarch Park, Quincy MA 02269).
- C. Facilities shall be located with respect to the nearest important building, group of buildings, or line of adjoining property which may be built upon in accordance with the minimum distances required by BNSF. Current minimum distances for installations are as follows:

Separation Distance for Facilities, Loaded Tank Cars, and Storage Tanks from Track Class II or Better

Activity	Hazard Class	Distance
Loading/Unloading	2.1, 2.2, 2.3 PIH Zone A or B	100 Feet
Storage of Loaded Tank Cars	2.1, 2.2, 2.3 PIH Zone A or B	50 Feet
Storage in Tanks	2.1, 2.2, 2.3 PIH Zone A or B	100 Feet

Reference: AAR OT-55 E

Item 7100 – Prevention of Electric Sparks During Loading or Unloading of Flammable Liquids or Flammable Gases

- A. Precautions due to proximity of wire lines:
 - 1. Stationary tanks shall not be located under or near any wire lines wherever possible.
 - 2. When the contents of tank cars are being gauged or transferred, tank cars shall not be located under or near any wire lines.
 - 3. The use of metallic gauging rod is prohibited if any wire line is located within 20 feet of the tank or tank car opening.
 - 4. If tanks or tank cars are necessarily located under or near wire lines which operate at a voltage not exceeding 750 volts between conductors, the following rules shall be observed:
 - a. Where wire lines pass overhead, there shall be a minimum vertical clearance of 36 feet from top of rail to the live conductors.
 - b. Where wire lines pass nearby and do not have the minimum vertical clearance as specified in the Paragraph above there shall be a minimum horizontal clearance of 15 feet between the wire lines and the nearest rail to that side of the tank or tank cars.
 - 5. If it is necessary to install wires or devices within this 36 ft high and 34 ft 8 in wide envelope, the installation will have to comply with Article 515 (Bulk Storage Facilities) of the *National Electrical Code*.
 - 6. Before any gauging of the contents of tank or tank car located under or near wire lines having voltage in excess of 750 volts shall be permitted, a special study shall be made by qualified personnel, including BNSF Engineering representatives, to determine the additional clearance to be provided.
- B. Bonding and grounding is to be performed by railroad forces or contractors at Industry expense in accordance with BNSF SP-36 & 37. See figures on pages 73 and 74.
 - 1. A permanent electrical connection shall be made between the rails occupied by rail equipment and the piping system used in connection with the transfer of flammable liquids or flammable gases. The electrical connections shall not be less than one No. 4 or less than two No. 6 AWG stranded copper, bronze, or copper-covered steel wire.
 - 2. Insulated rail joints shall be installed to electrically separate the loading or unloading section from all other track rails. Such insulated rail joints shall not be bridged by rail equipment (rail cars) or other means during loading and unloading operations.
 - 3. All rails in said track section isolated by the insulated joints shall be adequately bonded at each rail joint.
 - 4. Other precautions, such as insulated joints in the permanent piping system grounding, additional temporary bonds between the piping system and rail equipment tank, and other special measures as may be required under specific local conditions, shall be taken to provide adequate protection.

Item 7120 – Loading Into Rail Cars

- A. For loading hazardous materials or petroleum products, environmental protection (such as track/truck pans, etc.) whose components are non-reactive with, and impervious to, the material loaded is required. For new facilities or installations, the containment system(s) must be at least 110% of the capacity of the largest vessel to be loaded.
- B. Appropriate safeguards shall be provided to maintain the integrity of the loading process through proper hazardous material handling.
- C. Industry shall comply with DOT's loading rules, including those set forth at 49 CFR 174.55 through 174.63

Item 7140 – Unloading from Rail Cars

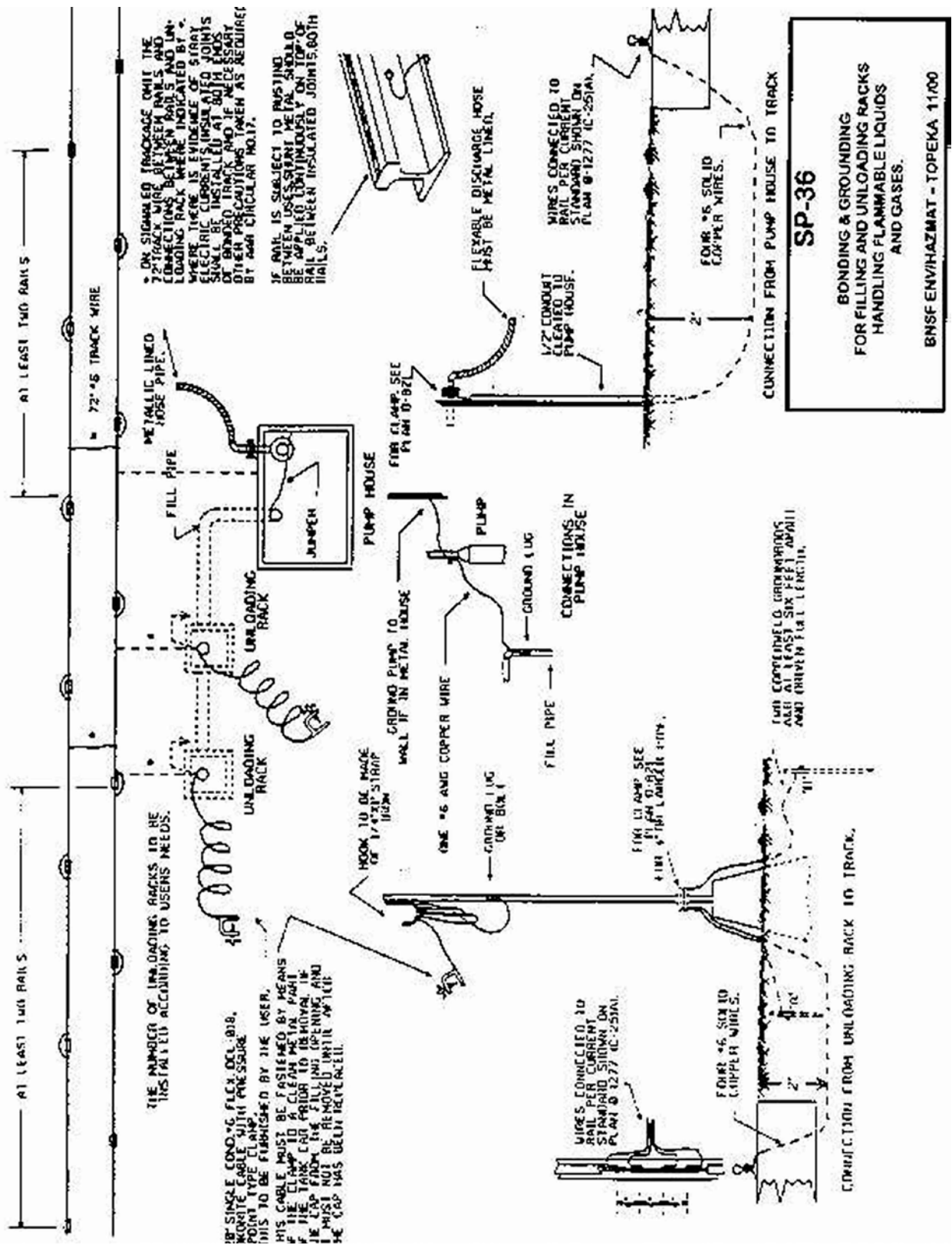
- A. For unloading hazardous materials or petroleum products, the same requirements for containment and appropriate safeguards are to be met as with loading these materials into rail cars.
- B. Industry shall abide by the unloading rules as promulgated by the Department of Transportation and published in 49 CFR Part 174 or republished in Tariff BOE 6000 (current edition).

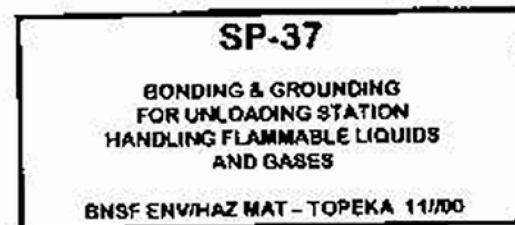
For ready reference, some of the governing regulations are:

§ 174.67 Tank Car Unloading (low pressure tank cars)

§ 174.200 – 174.290 Tank Car Unloading Gases (high pressure tank cars)

Meets or exceeds NFPA 77.





SECTION 8 – Rules Governing Switching

Item 8000 – Definition of Shop Facility

A shop facility is one approved by the AAR for rail car repair sufficient to meet interchange standards.

Item 8010 – Non Application of Intra-Plant Switching Charges

The intra-plant switching charges provided in the BNSF 8005-Series will not apply when a car is moved back to the same location on the same track or to a different location on the same track (See NOTE). Such movement must occur as a result of pulling outbound carloads or empties previously unloaded, or placing inbound carloads for unloading, or empties for loading.

NOTE: Movement to a different location on the same track must be incidental to, and necessary in connection with removal or placement of other loaded or empty cars.

Item 8020 – Switching and Holding on Cars Held for Instructions

Unless otherwise specifically provided, the following will apply: When on instructions, loaded or empty cars moving on own wheels are removed from industry, shop, team or interchange tracks and are held by carrier awaiting forwarding instructions, a charge of \$400.00 per car with a maximum charge of \$1,200.00 per bill of lading will be assessed against the loaded, shipper, or party taking responsibility for Miscellaneous Charges. If cars are subsequently ordered returned to loader's or interchange tracks, the applicable intra-terminal switching charge will be assessed against party requesting the service.

The term "forwarding instructions" and "loader" will be as defined in BNSF Demurrage and Storage Book 6004-Series.

The charges provided in this item are in addition to applicable demurrage and storage charges as named in BNSF Demurrage Book 6004-Series or diversion/re-consignment charges as named in BNSF Diversion Book 6200-Series, BNSF 4022-Series, when applicable and will not be absorbed in whole or in part.

NOTE: Nothing in this item will be construed as authorization to charge any connecting carrier for railroad error moves.

Item 8030 – Switching and Holding Charges for Lumber, Panel Products, and Gypsum Wallboard on Flat Cars Held for Delivery Instructions

The provisions of this item apply for shipments of commodities with STCC No. 24-Series and STCC No. 32-754-Series.

The Standard Transportation Commodity Code (STCC) numbers shall embrace all articles assigned additional digits listed in Tariff ICC STCC 6001-Series.

Flat cars arriving at or held short of billed destination with insufficient information to effect delivery, making it unnecessary to be placed on a holding (disposition) track, are subject to a hold charge of \$125.00 per car. This charge is in addition to any demurrage charges that may apply.

The party issuing the diversion or reconsignment order is responsible for payment of the hold charge and any additional charges incurred in order to accomplish the final delivery (e.g., unabsorbed reciprocal switching charges).

Item 8040 – Hold Charges for Potash Unit Trains Held Short of Destination

The provisions of this item apply on unit train shipments of Potash, STCC No. 28-125. A unit train shall consist of forty (40) or more cars billed to one destination moving as a unit on the same train.

Potash unit trains held short of destination for any reason not attributable to BNSF are subject to a hold charge of \$25.00 per car, per day for each day or fraction thereof that a train is held beginning with the first 12:01 a.m. after hold time begins. Upon arrival at the hold point, BNSF shall notify the shipper, in writing, of the date and time that hold time begins. Upon departure of the train from the hold point, BNSF shall notify the shipper, in writing, of the date and time that hold time ends.

In addition, BNSF may release locomotives from the potash unit train. In the event locomotives are released, the shipper shall pay BNSF a release charge of \$1,000.00 per occurrence per train.

The above charges are in lieu of any BNSF demurrage charges that may accrue at the hold point.

Item 8050 – Hold Charges for Shipments of Grain and Grain Products Held Short of Destination

The provisions of this item apply on shipments of Grain and Grain Products which is not directly switched by BNSF. BNSF further does not maintain demurrage files at the destinations affected.

Grain and Grain Product shipments of fifteen (15) or more cars held short of destination for any reason not attributable to BNSF are subject to a hold charge of \$75.00 (See Note 1) per car, per day or fraction of a day thereof that the shipment is held, beginning with the first 12:01 a.m. after hold time begins. Upon arrival at the hold point, BNSF shall notify the consignee of the date and time that hold time begins. Upon departure from the hold point, BNSF shall notify the consignee of the date and time that hold time ends.

Grain and Grain Products referred to above are as described in Tariff BNSF 4022-Series.

The above charges are in lieu of any BNSF demurrage charges that may accrue at the hold point.

Item 8060 – Empty Cars Returned Unfit for Loading

When an empty car is received from a connecting carrier for loading by an industry located on the BNSF, and is refused by the industry because the car is not in proper condition to load and must be returned to the connecting carrier, Intra-Terminal charges will be assessed in accordance with the BNSF 8005-Series against the connecting carrier. The charge will be made for one direction only.

Item 8070 – Switching of Cars for Weighing on Non-BNSF Scales

When BNSF is requested to switch either a loaded or empty car to a non-BNSF scale for weighing, switching charges will be assessed for this service as follows:

1. When intra-plant switching is performed by BNSF to weigh a car, a charge will be assessed in accordance with BNSF 8005-Series and will be assessed in each direction.
2. When intra-terminal switching is performed by BNSF to weigh a car, a charge will be assessed in accordance with BNSF 8005-Series per car and will be assessed in each direction.
3. When inter-terminal switching is performed by BNSF to weigh a car, a charge will be assessed in accordance with BNSF 8005-Series and will be assessed in each direction, to and from the interchange with the connecting railroad. The party requesting the weighing will be responsible for the weighing or reweighing charges assessed by the connecting railroad, as well as connecting line switching charges.

NOTE: Charge will apply only in one direction if the car is released to the BNSF as an empty or for linehaul revenue service immediately after being weighed.

Item 8080 – Switching of Excessively Loaded Cars

When BNSF is requested and agrees to switch an overloaded car from its own reduction track to an alternative location, all applicable switching charges, including applicable intra-terminal or inter-terminal switching charges in accordance with BNSF 8005-Series, will be assessed.

Item 8090 – Freight in Bond

Cars containing freight-in-bond to be switched locally will not be accepted from connecting line until after permit to receive goods has been issued to consignee by the United States Collector of Customs.

Item 8100 – Switching Charges for Turning Cars to Permit Loading or Unloading at Stop-Off Points or Destinations from a Particular Side or End

1. A request for side-specific spotting of any railcar must be made by the receiver. If a request is made to pull and re-spot a railcar for side-specific loading or unloading, BNSF will assess an intra-terminal charge in both directions in accordance with the rate in BNSF 8005-Switching Book Series. The charge will be assessed upon completion of the service.

BNSF is not responsible for side-specific spotting of railcars placarded to indicate this nature of request. Placards on railcars indicating "UNLOAD THIS SIDE", "UNLOAD AS PLACARDED", "UNLOAD OTHER SIDE", or similar instructions, will not be honored or recognized by BNSF.

2. Charges as listed in paragraph (1) will be waived on staggered-door boxcars.

Item 8110 – Switching Charges for Turning Cars to Permit Loading or Unloading for Connecting Lines

When at the request of connecting lines, cars are turned to permit loading or unloading from one particular side or end of car, the following charges will be assessed against the line requesting the service:

1. If the car is turned at a "Y" or a turn-table within the switching limits, the intra-terminal switch charge will apply:
 - a. In each direction if the car is returned to the requesting line after turning.
 - b. In one direction if BNSF is the reciprocal switching carrier only.
2. If the car is turned at a "Y" or a turn-table located outside of the switching limits, a charge of \$5.00 per mile for the round-trip with \$800.00 minimum will apply.

Item 8120 – Switching of Empty Cars Between Interchange, Industrial, Railroad Storage and Hold Tracks, and Cleaning Tracks

Empty cars will be switched from BNSF storage or yard tracks or connections with other lines to cleaning tracks served by the BNSF, and will then be switched from such cleaning tracks subject to the following:

- (a) If switched empty direct to loading tracks and loaded for BNSF road-haul, no charge will be made for switching to and from cleaning tracks.
- (b) If switched empty from cleaning track to BNSF storage track and then switched to loading track and loaded for:
 - 1. BNSF linehaul, a charge of \$52.00 per car.
 - 2. Connecting carrier linehaul, a charge of \$100.00 per car will be made.
 - 3. Inter-terminal, intra-terminal, or intra-plant switch, a charge of \$52.00 per car will be made, in addition to the published inter-terminal, intra-terminal, or intra-plant switch provided for in BNSF 8005-D Series.
- (c) If switched empty from cleaning track to connection with other line, a charge equivalent to that provided under reciprocal of BNSF 8005-Series for industry involved, will be against the party ordering the move from the cleaning track.
- (d) If switched empty from cleaning track to BNSF storage track and then switched empty from BNSF storage track to connection with other line, a charge of \$100.00 per car will be assessed for the move from the cleaning track to the storage track, such charge to be assessed against the party ordering such move, and in addition a charge equivalent to that provided under reciprocal of BNSF 8005-Series for the industry will be assessed for the move from BNSF storage track to connections with other line, such charge to be assessed against the party ordering the move.
- (e) If switched empty from cleaning tracks to loading or other industry track, and then switched empty from such loading or other industry track to connection with other line, an intra-terminal switch charge in addition to a charge equivalent to that provided under reciprocal of BNSF 8005-Series for the industry involved will be assessed, such charge to be assessed against the party ordering the move from the loading or other industry track.
- (f) If cars are switched from cleaning track to loading track for outbound movements on connecting lines, a charge of \$52.00 per car will be made.
- (g) If cars are switched from one cleaning track to another cleaning track or industry's storage track, a charge of \$100.00 per car will be made.
- (h) Charges assessed under this item will be in addition to all other applicable charges.

Item 8130 – Early Release of Cars Placed for Loading or Unloading

When a shipper instructs the release of a car(s) previously placed for loading or unloading, but BNSF is unable to remove the car(s) because the loading or unloading of the car(s) has not been completed or for the other reasons not attributable to BNSF, the car(s) will remain on demurrage as if the release had not been instructed, and intra-terminal switch charge will apply.

When the placement of a car(s) cannot be accomplished due to early release of car(s) previously placed for loading or unloading or for other reasons not attributed to BNSF, the car(s) will remain on demurrage as if the car(s) had not been ordered and intra-terminal switch charges will apply.

Applicable intra-terminal switch charges will apply up to a maximum charge of \$1,200.00 per occurrence.

Item 8140 – Empty Cars of Private Ownership Upon Which Empty Movement is Ordered

Except as otherwise provided, empty cars of private ownership upon which empty movement is ordered between points in the same switching district, will, if the empty movement is not followed by a loaded movement under either linehaul or switching rates of this company, be subject to the same charges as named in the tariff for the same car if moving loaded between the same points.

Provided that if two or more charges are named for the loaded movement, the lowest charge will apply.

Item 8150 – Special Switching Service

Upon specific request of a customer and at the discretion of the carrier, carloads may be specially switched on a non-scheduled service day or additional same day service.

Special switch service charges as shown herein will be assessed against the party requesting the service.

In addition to standard switch charges, Special Switch Service charges will be applicable at the rate of \$2,500 per switch request (not to exceed 30 cars per request).

A cancellation fee of \$2,500 will be applied if/when the Special Switch Service request is canceled:

- a. Less than 24 hours from the requested date of the Special Switch

OR

- b. After the Special Switch has been approved by BNSF

Item 8160 – Charge for Use of Special Equipment in Cross-Town Terminal Service

Rates or charges published in this tariff for application on intra-plant, intra-terminal, or inter-terminal switching services apply to shipments which are both loaded and unloaded within the same switching limits, only when loaded in or on ordinary equipment. Ordinary equipment means:

- a. Boxcars not exceeding 52 feet in length, inside measurement, but not including boxcars of any length which are cushioned underframe, insulated or equipped with any type of loading devices of XF cars.
- b. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 lbs, but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", listed under the heading of heavy capacity and special type flat cars in Tariff RER 6412-Series.
- c. Gondola cars having marked capacity not greater than 180,000 lbs, but not including gondola cars of any length equipped with covers, hoods, containers, or cradle floors.
- d. Open-top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
- e. Cars other than described as ordinary equipment in Paragraphs (a) and (d) above, owned or leased by shipper or consignee.

Item 8160 – Continued...

When shipments that are both loaded and unloaded within the same switching limits are loaded in cars that are other than ordinary equipment, the rate or charge to apply will be the rate or charge published in this tariff for application to shipments loaded in ordinary equipment as described in Paragraphs (a) to (e) above, plus (1)\$157.00 per car. (See NOTES 1 and 2)

NOTE 1: Will not apply on shipments of:

- a. Coal, Coke (the direct product of coal) or Iron Ore.
- b. Grain or Grain Products also Soybeans and Soybean Meal, in covered hopper cars.
- c. Ferrous scrap in gondola cars having marked capacity greater than 180,000 lbs. and also gondola cars of any length equipped with covers, hoods, or containers when a car is furnished at carriers convenience in lieu of ordinary gondola cars ordered by shipper.

NOTE 2: When the BNSF originates joint line movements, the foregoing charge of \$157.00 will be assessed only once regardless of the number of carriers used. This charge accrues entirely to the BNSF.

- a. This charge will not apply on special type of heavy capacity flat cars for which a charge is provided in Item 8190.

Item 8170 – Switching of Empty Car for Repair From BNSF Yard Track to Shop Facility

A charge of \$150 per car (See NOTES 1, 2, 3, and 4) will apply on empty cars destined to a shop facility for cleaning, lining, relining, maintenance, modification, or repair. This charge is applicable only on empty private, non-tank freight cars, as registered in UMLER, that arrive at a station free of linehaul charge.

NOTE 1 – Charge applies on round-trip movement from yard track to shop facility and return, when moving solely on BNSF tracks. If BNSF switches the empty car into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement.

NOTE 2 – Charge will be assessed at the time of the inbound movement.

NOTE 3 – Charges for special equipment shown in Item 8160 do not apply.

NOTE 4 – Unless otherwise provided on a bill of lading or in a transportation contract, the charge in this item will be assessed against and collected from the person, firm or corporation ordering the movement.

Item 8180 – Switching and Holding Charges on Cars Held in Route

Unless otherwise specifically provided, the following will apply. When on shipper's or consignee's instructions loaded cars, or empty cars moving on own wheels, are held by carrier in route pending delivery to the original destination and consignee, an intra-terminal charge in accordance with BNSF 8005-Series, will be assessed against the party responsible for issuing the instructions.

The charges provided in this item are in addition to applicable demurrage and storage charges as named in BNSF Demurrage Book 6004-Series or diversion/reconsignment charges as named in BNSF Diversion Book 6200-Series, and BNSF 4022-Series, when applicable and will not be absorbed in whole or in part.

NOTE: Nothing in this item will be construed as authorization to charge any connecting carrier for railroad error moves.

Item 8190 – Charges for Special Type of Heavy Capacity Flat Cars

A charge of \$540 for each car used in addition to the regular local switching rates named in BNSF 8005-Series will be made for each car used both originating and terminating within the same switching limits as named in BNSF 8005-Series for the movement of which carrier furnishes flat cars bearing mechanical designations "FG" or "FW" of any capacity, and cars of designation "FM" of 151,000 lbs. and over nominal capacity; and a charge of \$1,500 per car used on flat cars bearing mechanical designation "FD" as named in The Official Railway Equipment Register and reissues thereof.

Said charges also apply on traffic having prior or subsequent barge movement.

Item 8200 – Switching and Holding Charges on Cars To or From Canada Held for Customs Inspection

When carload shipments moving via any U.S./Canadian Border Crossing are held on the BNSF awaiting clearance of U.S. or Canadian Customs or U.S. or Canadian Government inspections to be performed, due to insufficient documentation, an intra-terminal charge in accordance with BNSF 8005-Series per car will be assessed against the party responsible for payment of the freight charges.

The charges provided in this item are in addition to applicable demurrage and storage charges as named in BNSF Demurrage Book 6004-Series or diversion or reconsignment charges as named in BNSF Diversion Book 6200-Series and BNSF 4022-Series, when applicable and will not be absorbed in whole or in part.

NOTE: Nothing in this item will be construed as authorization to charge a connecting carrier for railroad error moves.

Item 8210 – Switching and Holding Charges on Cars from Mexico Held for Customs Inspections

When carload shipments from Mexico to the United States via any U.S./Mexican Border Crossing are held on the BNSF awaiting clearance of U.S. Customs or U.S Government inspections to be performed the applicable intra-terminal switch charge per car will be assessed against the party responsible for payment of the freight or additional switching charges.

The charges provided in this item are in addition to applicable linehaul freight charges, switching charges as named herein, applicable demurrage and storage charges as named in BNSF Demurrage Book 6004-Series or diversion or reconsignment charges as named in BNSF Diversion Book 6200-Series and BNSF 4022-Series, when applicable and will not be absorbed in whole or in part.

NOTE: Nothing in this item will be construed as authorization to charge a connecting carrier for railroad error moves.

Item 8220 – Re-Switching

Except as otherwise provided, when BNSF participates in linehaul service, cars re-switched under original load or for partial loading or unloading may be switched at the applicable inter-terminal or intra-terminal rate.

Item 8230 – Re-Switching and Setback Service on Grain, Soybeans, or Seeds also Grain Products**Re-Switching Service**

When cars placed at elevators or at warehouses are for any cause beyond carrier's control removed therefrom before unloading and are subsequently returned to such elevators or warehouses, a charge of \$150.00 per car in each direction will be made for such switching service.

Setback Service

When cars have been loaded at elevators or warehouses and moved therefrom are setback to such elevators or warehouses on account of errors in grade or any other cause for which carrier is not responsible, a charge of \$150.00 per car in each direction will be made for such switching service.

The switching charge for re-switching and setback service will only apply within switching limits of the station at which the elevator or warehouse is located and only on the tracks of the carrier on which the elevator or warehouse is located.

Item 8240 – Switching Empty Railroad Equipment to Erman Corporation, Inc. or A & K Railroad Materials, Inc.

1. Switching charge of \$99.00 per car, in lots of ten (10) or more per movement, will apply on all type of empty railroad equipment, except locomotive, from point of interchange with all connecting lines to Erman Corporation, Inc.
2. Switching charge of \$89.00 per car, in lots of ten (10) cars or more per Kansas intrastate movement, will apply on all types of empty railroad equipment, except locomotives, from GATX Rail at Morris, KS to Erman Corporation, Inc.
3. Switching charge of \$137.00 per car, will be apply on all types of empty railroad equipment on Kansas intrastate movements, except locomotives, from GATX Rail at Morris, KS to Erman Corporation, Inc.
4. Switching charge of \$111.00 per car, in lots of ten (10) cars or more per movement, will apply on all types of empty railroad equipment, except locomotives, from point of interchange with all connecting lines to A & K Railroad Materials, Inc. at Morris, KS.
5. Switching charge of \$101.00 per car, in lots of ten (10) cars or more per movement, will apply on all types of empty railroad equipment, except locomotives, from A & K Railroad Materials, Inc. at Morris, KS to Erman Corporation, Inc.

Item 8250 – Switching of Empty Car for Repair From BNSF Interchange Track to Shop Facility

A charge of \$150 per car (See NOTES 1, 2, 3, and 4) will apply on the movement of empty private and railroad owned or controlled cars between interchange tracks and shop facilities for cleaning, lining, relining, maintenance, modification, or repair.

NOTE 1 – Charge applies at the location for round-trip movement from interchange tracks to shop facility and return, when moving solely on BNSF track. If BNSF switches the empty car back into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement.

NOTE 2 – Charge will be assessed at the time of the inbound movement.

NOTE 3 – Charges for special equipment shown in Item 8160 do not apply.

NOTE 4 – Unless otherwise provided on a bill of lading or in a transportation contract, the charges in this item will be assessed against the owner of the reporting marks.