

**AGREEMENT GOVERNING THE USE OF PRIVATE-CONTAINERS ON
BNSF RAILWAY COMPANY (BNSF)
BY <SHIPPER>
PC- <NUMBER>**

In consideration of BNSF authorizing <Shipper> to use private containers or containers owned or controlled by railroads other than BNSF containers (private-containers) on BNSF sponsored (owned or controlled) chassis (BNSF-chassis), <Shipper> agrees to be bound by the terms and conditions of this Agreement set forth below:

1. The term of this Agreement will begin on <effective date> and continue in effect until <expiration date> for a period of <number> year (s).
2. Prior to using any private-containers on a BNSF-chassis, Shipper must have an executed a BNSF Intermodal Transportation Contract and a BNSF-sponsored Chassis Agreement. BNSF will have no obligation to permit the use of the private-containers on BNSF unless and until the Shipper has executed a Transportation Contract and a BNSF-sponsored Chassis Agreement. The use of private-containers on a BNSF-chassis is governed by the terms and conditions of the Transportation Contract, BNSF-sponsored Chassis Agreement, and the *BNSF Intermodal Rules and Policies Guide*.
3. Private-containers must meet AAR M-930 specifications (including 53 foot in length, ability to be lifted by a wide-pick crane, and constructed to be stacked three (3) high). During the term of this Agreement, the Shipper understands that BNSF may transition to a ground stack (live-lift) operation at BNSF Intermodal hubs. The Shipper agrees to this operation if implemented. Shipper may use any ownership and appropriate chassis for live-lifts.
Shipper understands and agrees that only BNSF-chassis may be stored on BNSF property. Information on BNSF-chassis can be obtained from the BNSF Intermodal Equipment Department or at www.bnsf.com.
4. Shipper agrees to acquire <number> private-containers by <date>. Shipper agrees to notify BNSF in writing at least six (6) months prior to the scheduled (and deferred) delivery of the private-containers.
In addition, each private-container's initials and numbers must be registered in UMLER prior to delivery to BNSF.
For BNSF planning purposes, the Shipper agrees to provide BNSF relevant information on all future private-container acquisitions and marketing initiatives (lanes marketed) for the use of such private-containers during the term of this Agreement.
5. Shipper agrees to ship a minimum of <number>% of the entire Shipper's private-container movements during each year of this Agreement's term via BNSF in all the lanes where BNSF provides Intermodal service. A lane is defined as a BNSF Intermodal origin hub and destination hub pair. Shipper agrees to provide to BNSF supporting minimum volume documentation at the Shipper's cost. Such documentation must be provided within thirty days (30) from the end of each calendar year during the term of this Agreement.
6. Shipper agrees to maintain an average monthly balance of each BNSF lane with minimum of 95% <and a maximum of ____%> on movements of private-containers under this Agreement. Balance is determined by the number of westbound loaded revenue private-container shipments versus eastbound loaded revenue private-containers movements

between a specific BNSF Intermodal origin and destination hub pair. The Shipper's compliance with the requirements of this provision will be reviewed (calendar) quarterly by BNSF.

- 7. Subject to the volume commitments in Sections 4, 5 and 6, the associated rates in **<price authority>** are applicable from **<date>** through **<date>**.

The parties further agree that an annual price increase will be applied each year during the term of this Agreement. The rate increase will be defined as the year over year percentage change for the average BNSF revenue (without fuel or other surcharges) for similar private equipment, and the same segment, service level, and lane moving on BNSF. The minimum annual rate increase for each lane is **<x'0%>**.

- 8. This Letter of Agreement shall be governed in accordance with the laws of the State of Texas. The parties intend that the terms and conditions of this Agreement to be binding and enforceable. If the Shipper or BNSF fails to comply with any provision of the Agreement, the non-defaulting party may terminate the Agreement upon thirty days (30) written notice to the defaulting party.

BNSF Railway Company

<Shipper>

Name (signed): _____

Name (signed): _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____