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January 29, 2014

VIA HAND DELIVERY

Ms. Cynthia Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0111

Re: STB Docket No. 42139, *James Valley Grain, LLC v.*
BNSF Railway Company

Dear Ms. Brown:

Enclosed for filing in the above-referenced proceeding, please find an original and ten (10) copies of the Petition for an Order Compelling Establishment of Common Carrier Rates filed on behalf of Petitioner James Valley Grain, LLC.

This Petition includes *color images* in three places which we have identified on the original of the filing. We have enclosed a check in the amount of \$250.00 to cover the applicable filing fee for the Petition. (STB filing fee item 56 (vi)). We have also enclosed an electronic disk containing the text of this filing.

Please date-stamp the extra copy of this cover letter and the enclosed duplicate copies of the filing and return them to our messenger. Thank you for your attention to this matter.

FILED
January 29, 2014
Surface Transportation Board

Respectfully submitted,

Peter A. Pfohl
An Attorney for James Valley Grain, LLC

Enclosures FEE RECEIVED
January 29, 2014
Surface Transportation Board

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

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| JAMES VALLEY GRAIN, LLC |) | |
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| Petitioner, |) | |
| |) | |
| v. |) | Docket No. 42139 |
| |) | |
| BNSF RAILWAY COMPANY |) | |
| |) | |
| |) | |
| Respondent. |) | |
| |) | |

**PETITION FOR AN ORDER COMPELLING
ESTABLISHMENT OF COMMON CARRIER RATES**

EXPEDITED ACTION REQUESTED

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DATED: January 29, 2014

*Attorneys for Complainant
James Valley Grain, LLC*

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**PETITION FOR AN ORDER COMPELLING
ESTABLISHMENT OF COMMON CARRIER RATES**

EXPEDITED ACTION REQUESTED

PREFACE

James Valley Grain, LLC (“JVG”) hereby petitions the Board, pursuant to 49 U.S.C. § 11101, and 49 C.F.R. §§ 1111.1 and 1300.3, to enter an order compelling BNSF Railway Company (“BNSF”) to immediately establish direct, non-discriminatory through rates and other terms for the transportation of grain in shuttle train service from Verona, SD to the Pacific Northwest (“PNW”) destinations reflected in BNSF’s shuttle-train Tariff 4022 series.

As explained herein, the relief requested is necessitated by JVG’s essential business need to have such rates in order to proceed with full construction of a planned new \$30+ million grain elevator and accompanying shuttle train loading facilities at

Verona, ND (“JVG-Verona”). This new state-of-the art facility, including loop tracks to allow for even more efficient railroad service, will replace a former, less efficient 26-car facility. It is being constructed to meet the service needs of JVG’s cooperative farmer-members for nearby shuttle train facilities so that they can compete effectively in the market for North Dakota grain exported through PNW ports, and it is being fully paid for by those farmer-members.¹

JVG has been attempting for over two years to obtain BNSF-direct non-discriminatory through shuttle rates – the same rates BNSF has long-provided to seven nearby shuttle facilities – to enable JVG to proceed to full construction of the JVG-Verona facilities and, once completed, provide BNSF with substantial new business. BNSF has the immediate authority, ability, and obligation to provide such rates. However, BNSF has continued to refuse to provide responsive rates, singlehandedly thwarting the plans for an important regional investment, and thus necessitating this Petition and the request for immediate relief.

This Petition is supported by (1) the accompanying Verified Statement of Eric Larson, General Manager of JVG and (2) counsel’s legal argument, which constitute JVG’s case-in-chief in support of the relief requested. As explained below, expedited action by the Board is needed to enable construction of the JVG-Verona facilities to be completed in time for the 2015 harvest season.

¹ Verona is physically served by the Red River Valley and Western Railroad Company (“RRVW”), but – as described in detail below – RRVW has no rate-setting authority for grain movements interlined with BNSF and BNSF holds itself out to provide BNSF-direct through service from RRVW-served points such as Verona to the PNW ports.

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

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| Respondent. |) | |
| |) | |

**VERIFIED STATEMENT OF ERIC LARSON
IN SUPPORT OF PETITION FOR AN ORDER COMPELLING
ESTABLISHMENT OF COMMON CARRIER RATES**

My name is Eric Larson. I am the General Manager for James Valley Grain, LLC (JVG). JVG is a locally owned North Dakota joint venture grain elevator cooperative headquartered in Dickey County, North Dakota. JVG is comprised of 450-plus individual farmer-members. My responsibilities include arranging the receipt and distribution of grain products for JVG on behalf of its farmer members. I am submitting this Verified Statement in support of JVG's Petition for an Order Compelling Establishment of Common Carrier Rates from the BNSF Railway Company (BNSF).

SUMMARY

As described below, we come to the agency only as a last resort. We never thought we would be here. We believe we should not have to be here. Over two years ago we made a simple request to BNSF: please provide us with BNSF-direct, non-discriminatory grain shuttle through rates to Pacific Northwest (PNW) destinations which are necessary to allow us to

construct a new state-of-the-art \$30+ million elevator at Verona, North Dakota. We are prepared to provide BNSF with estimated volumes of over 20 million bushels of business once the facility is in full operation. The facility will be fully paid for by our farmer-members. To our complete surprise and dismay, and now complete frustration, BNSF has refused our request for over two years.

This indeed is a simple request. We are merely asking BNSF to provide us with the same direct shuttle through rates it has provided to every other shuttle elevator in the region and beyond. We are doing exactly what BNSF has asked shippers to do to in order to obtain such rates and participate in its shuttle train program: replace older less efficient elevators (here a former 26-car grain loading elevator) with new 110-car shuttle facilities. In fact, our shuttle facility will be even more efficient than other elevators because it will have a private loop track (again, fully paid for by us) with a capability of loading a shuttle train in 10-15 hours or less.

This facility will provide more efficient service to our farmer-members. In addition, it will help grow the local and regional economy and promote environmental and energy efficiencies (*e.g.*, reduced truck hauls). It will help North Dakota farmers remain competitive and it will provide BNSF with substantial new business and revenues. We had hoped to have our responsive rate from BNSF in hours, at most a few days after our 2011 request, to be able to immediately commence construction. Instead, we have been stonewalled for over two years. We have tried every avenue: direct pleading with BNSF; resort to our elected officials; outreach to the STB's Office of Consumer Assistance; interviews with the press; hiring of expert counsel to help intercede – unfortunately, all to no avail.

This is a project that should have been fully completed by the 2013 harvest season, following approximately 15-17 months of project construction – but at this point the project is

now two-years delayed and all of the project benefits, including economic benefits to BNSF, remain unfulfilled. We are a classic “captive” shipper to the BNSF. Our farmer members need efficient, cost-effective rail service to effectively compete in the global marketplace and survive. Our farmer-members cannot relocate, in fact, they already reside on the some of the most fertile farmland in the world. However, that does not help them if our railroad partners refuse to provide essential, non-discriminatory service necessary to allow farmers to effectively reach product markets.

JVG truly does not want to be the so-called “poster child” of bad railroad deeds – we just want a non-discriminatory through shuttle rate like that of all of our neighboring shuttle elevators. The JVG member-farmers are very frustrated that our important new project has been thwarted by the actions and inactions of our rail carrier, and they do not understand why BNSF has not done more to help facilitate an important new business opportunity that we would hope any rail carrier would want to actively support.

We have given BNSF every opportunity to work out this issue without the need for administrative action. However, we now have little choice but to formally seek a STB order requiring BNSF to provide us with direct, non-discriminatory through shuttle rates, and we ask this Board’s immediate assistance in obtaining these needed rates.

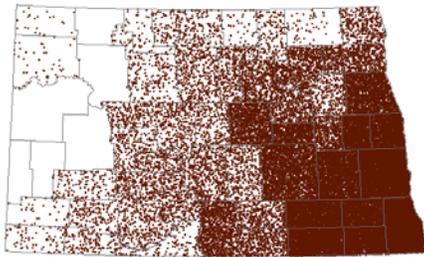
I. Background

Formed in 2001, JVG is a local and regional success story, built from the ground up. JVG is an example of regional farmers committed to a joint goal of establishing efficient, state of the art terminal grain elevator operations necessary for them to remain competitive in world markets. JVG is also a direct response to BNSF’s request that farmers make significant, multi-

million dollar shuttle facility investments to make BNSF's business more efficient, competitive, and profitable, and for the overall benefit of farmers and the economy.

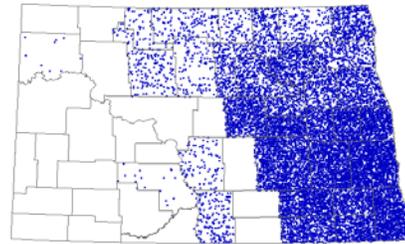
North Dakota remains one of the Nation's top agricultural production states, with approximately 32,000 farms. One of the largest and most vitally important agricultural regions of the State is the rich soil region of the southeastern region where JVG, and its 450-plus member-farmers, are situated:

**Corn for Grain Production
North Dakota: 2012**



1 Dot = 10,000 Bushels
Dots randomly placed within county.
Blank counties represent none harvested or undisclosed data.

**Soybean Production
North Dakota: 2012**



1 Dot = 10,000 Bushels
Dots randomly placed within county.
Blank counties represent none harvested or undisclosed data.

(U.S.D.A, National Agricultural Statistics Service, North Dakota Field Office.)

The crops most commonly shipped from our region are corn and soybeans, as reflected in the above schematics. These commodities are largely marketed for export and are usually hauled approximately 1,800 miles by shuttle train to the PNW ports. All of the PNW hauls are made by railroad, as there is no other feasible way (*e.g.*, truck-haul, barge-haul) to transport the commodities. For JVG's member-farmers to be effectively competitive in the market and survive economically, they have to be dependent on the railroads and particularly BNSF which has direct and exclusive PNW routes.

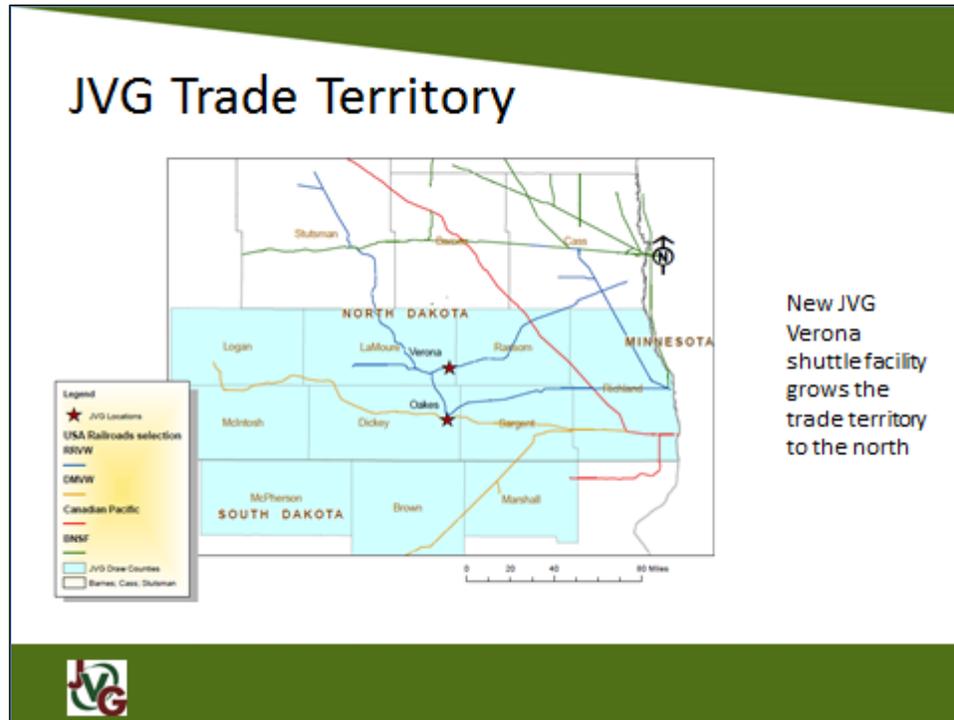
As described further below, in order to improve system efficiencies and operations, BNSF has urged farmers to join together and develop terminal shuttle elevators to replace smaller, non-shuttle elevators. Terminal shuttle facilities can efficiently load 110-car shuttle trains in 10-15 hours or less. JVG and its member-farmers have affirmatively responded to

BNSF's requests. JVG currently owns and operates a terminal shuttle train elevator in Oakes, North Dakota (JVG-Oakes), built in 2001. JVG-Oakes is one of 30 BNSF shuttle facilities in North Dakota. There are a total of 179 BNSF elevators operating in the State as listed in BNSF's current Grain Elevator Directory.

In order to meet demand from its members and remain competitive, JVG has continued to upgrade JVG-Oakes. For example, in 2010, JVG spent \$5.3 million to expand JVG-Oakes storage by 1 million bushels and add a large, high capacity 10,000 bushel per hour grain dryer. JVG-Oakes has been a huge success for our member-farmers, as well as for BNSF. Total grain volume at JVG-Oakes since construction has steadily increased, to over 25 million bushels annually in recent years in good weather conditions.

Approximately 20 miles to the north of JVG-Oakes, was a smaller, 26-car grain loading elevator owned by JVG. It was located in Verona, La Moure County, North Dakota – and the facility is currently closed. In its place, JVG has decided to site and construct a new, \$30+ million, state of the art, shuttle loading facility (JVG-Verona). In the fall of 2011 it purchased a 371-acre tract of land for construction of the facility.

Once constructed, the JVG-Verona facility would be even more efficient than other regional shuttle elevators, which all have connecting switch tracks, as it is being designed to include a 120-car capacity private loop track to allow for more efficient train loading. JVG-Verona is necessary to meet our members' growing needs and especially those farmers located to the North in LaMoure County and neighboring counties as reflected in the following schematic:



Access to nearby shuttle facilities is critical to farmer competitiveness. Trucking costs to more distant shuttle train loading elevators are significant. Additional trucking from farm to elevator also leads to more inefficient service and creates added wear-and-tear on highways and local roads, and could potentially create safety issues. Also, as the railroads frequently tout in their national advertising campaigns, trucking is far less fuel-efficient than rail and produces additional greenhouse gas emissions and expanded carbon footprints.

To date, JVG has spent approximately \$3 million in land acquisition, design, and engineering work on JVG-Verona. It is poised to commence full construction immediately. In fact, our original plans were to have construction completed, with JVG-Verona in full operation, by the 2013 harvest season. Unfortunately, our plans have been thwarted and now our ability to have the facility in place in time for the 2015 harvest season is in jeopardy, as it takes approximately 15-17 months for full construction. We cannot engage in full construction of JVG-Verona until we can get the cooperation of our railroad partner, BNSF, and we have been

unable to obtain that cooperation, through the provision of direct, through rates, for over the past two years.

II. JVG-Verona Efforts to Participate in BNSF's Shuttle Train Program

A. The Importance of Shuttle Train Service

BNSF has publicly encouraged the development of shuttle elevator facilities. BNSF has also established facility design guidelines for shuttle facilities and JVG-Verona is committed to meeting those guidelines.

To encourage shuttle train development, BNSF has made public commitments that it will share shuttle-facility efficiency gains with producers through lower rates and efficiency incentive payments. Shuttle train origin and destination efficiency payments are currently set forth in BNSF Tariff 4022, in Items 13500 and 13501. (These tariff items are included in Exhibit 1 to this statement.) Shuttle-train elevator operators such as JVG rely on these incentives in order to finance and construct their facilities. Additionally, without assurances from BNSF that it is willing to live up to its shuttle train cost-sharing commitments, existing shuttle facilities may be unwilling to undertake substantial improvements, such as the \$5.3 million in facility upgrades made at JVG-Oakes in 2010.

The bottom line is that in order to effectively compete in the marketplace, particularly for export grain, southeastern North Dakota farmers require non-discriminatory through shuttle rates. However, we cannot succeed without being able to rely on our railroad partner to live up to its public commitments and common carrier obligation. If terminal shuttle elevators are unable to rely on receiving BNSF shuttle rates, the shuttle train success story that has been touted as a means of keeping North Dakota grain shippers competitive in world markets may effectively end, and new shuttle facilities will probably never be built. This would be a massive step

backward for farmers, the economy, and for BNSF. JVG has been waiting for almost two years to spend 30+ million dollars in efficient new rail shuttle loading facilities at Verona. However, this important investment requires the cooperation of BNSF in the form of the provision of direct, non-discriminatory through shuttle rates.

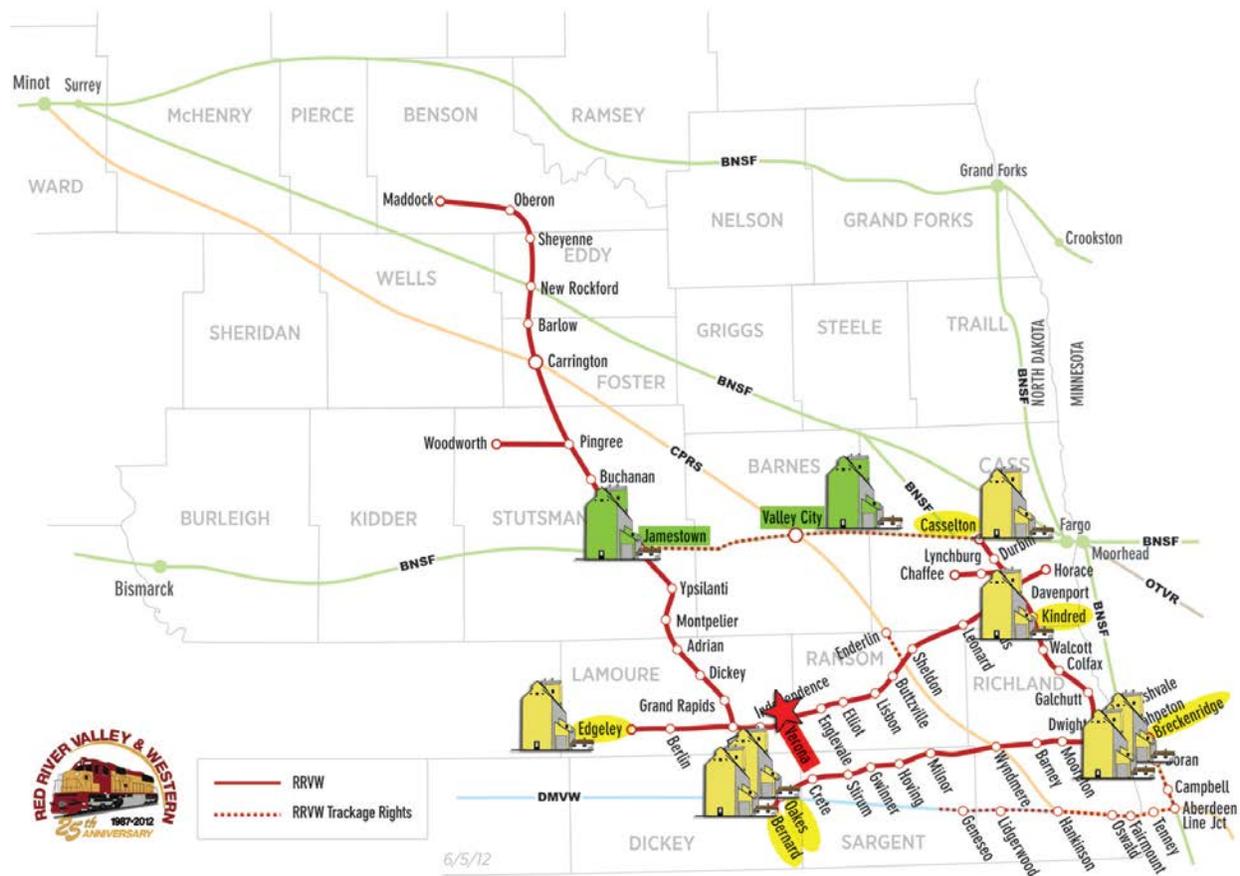
B. The RRVW and Other Regional Shuttle Elevators

There are two so-called “Class I” railroads in North Dakota, BNSF and Canadian Pacific Railway Company (CP), although BNSF has a much larger presence in the State. BNSF dominates service from southeastern North Dakota elevators to the PNW. That is in part because BNSF has a direct route to the PNW, which CP does not, and also because BNSF controls shipments originating on its connecting shortline, the Red River Valley and Western Railroad Company (RRVW).

RRVW is the largest shortline in North Dakota, created in 1987 as a spinoff by BNSF. While CP also interchanges with the RRVW, we have been informed that as part of the BNSF/RRVW line sales agreement, so-called “paper barrier” provisions effectively preclude RRVW from interchanging any traffic with CP at present. As a result, all of the RRVW exclusively served elevators are beholden to BNSF to meet their service requirements. Because of this paper barrier, which provides BNSF monopoly rights and privileges over its customers’ service, without the cooperation of BNSF, JVG-Verona and the other RRVW exclusively-served shuttle facilities have no other possible competitive transportation alternatives. Regional farmers are dependent on rail service to participate in the marketplace and survive economically, and BNSF has effectively set up its system in southeastern North Dakota to be able to control our member-farmers’ fate through its exclusive service.

BNSF has two shuttle elevators located on its main line in the region, reflected in green on the RRVW system map reproduced below. Seven other grain shuttle facilities are located on the nearby lines of the RRVW, reflected in yellow on the map. JVG-Verona is reflected in red on the map. All of this shuttle train traffic is interchanged with BNSF at Casselton, ND, as we understand that Jamestown is not currently capable of interchanging traffic moving in shuttle trains.

Red River Valley & Western Railroad Company



C. JVG’s Unsuccessful Attempts to Obtain Shuttle Rates

When JVG initially acquired the land for JVG-Verona in the fall of 2011 and commenced preliminary design and engineering work, it had every expectation that JVG-Verona would be included in the BNSF-shuttle program. As indicated above, BNSF has publicly encouraged

producers to construct such facilities as an important means of providing service efficiencies and cost savings. Seven such shuttle facilities have been constructed on the RRVW, and every single one of these, including JVG-Oakes, participates in BNSF's shuttle program, currently under BNSF-4022, Item 39013 (shuttle corn); BNSF-4022, Item 69105 (shuttle soybeans); and BNSF-4022, Item 43908 (shuttle wheat). (These tariff items are also included in Exhibit 1 to this statement.) These seven shuttle facilities consist of: (1) Dakota Prairie AG (Edgeley, ND); (2) Columbia Grain (Bernard, ND); (3) JVG Oakes (Oakes, ND); (4) Min-Kota Ag Products Inc. (Breckenridge, MN); (5) Red River Grain Co., Inc. (Breckenridge, MN); (6) Dakota Ag Cooperative (Kindred, ND); and (7) Maple River Grain & Agronomy, LLC (Casselton, ND).

Each one of these shuttle facilities is listed and represented in BNSF's shuttle tariff as a BNSF point, for BNSF-originated hauls, with routing designated as "BNSF DIRECT." Also, each one of these shuttle facilities is listed and represented in BNSF's Grain Elevator Directory with the designation of "D" as a BNSF direct service elevator, and listing RRVW as the rail carrier accessing the facility. Even JVG-Verona (again, now closed to service), is designated as a BNSF direct service location. (These representative BNSF Grain Elevator Directory examples are included as Exhibit 2 to this statement.) All waybills and freight bills, including those from JVG-Oakes, list and represent the origin as a BNSF station.

Additionally, RRVW has informed us that, for over the more than 25 years of its existence, and for all the over 800,000 carloads of through traffic hauled on its lines since its inception, BNSF has initiated and provided every rate, without exception, and BNSF has never refused to provide shippers on RRVW with through rates to destinations served by BNSF. Also, BNSF has been listed and represented as the exclusive origin carrier in all pricing authorities for such traffic.

RRVW has also informed us that BNSF is obligated to, and RRVW is precluded from, establishing rates for through service, as part of an underlying Rate and Allowance Agreement accompanying the 1987 line sales agreement between BNSF's predecessor and RRVW. RRVW reports that it has issued to BNSF a power of attorney to establish all through rates, as it was contractually obligated to do under the parties' Rate and Allowance Agreement. While JVG's over two-year saga to obtain a BNSF through shuttle rate might be characterized as an unfortunate stalemate between a Class I railroad and a shortline over undetermined rate divisions, the fact is that resolution of the issue of divisions between the carriers was actually determined 26 years ago as part of the BNSF/RRVW Rate and Allowance Agreement. Included at [Exhibit 3](#) to this statement is a letter from early last summer, where RRVW confirms this agreement and that the issue of including JVG-Verona in BNSF's shuttle train program is actually not "a squabble between two railroads over divisions":

As you know, as part of the transaction in which RRVW acquired its lines from BN, RRVW and BNSF entered into a Rate and Allowance Agreement under which RRVW gave BNSF a power of attorney to set through rates for all interline traffic moving over both carriers, and BNSF agreed to pay a contractual per car allowance for that traffic. That contract is a critical part of our franchise, as evidenced by the fact that *all* of the more than 800,000 carloads of interline traffic we have handled with BNSF since 1987 have moved under through rates quoted by BNSF. Never once, until now, has BNSF refused to quote a through rate to a customer on our line. BNSF's actions with respect to JVG raise fundamental questions regarding BNSF's obligations under the Rate Agreement. This is not a case of two railroads merely disagreeing over a division of revenue in an arms' length negotiation.

RRVW Letter to BNSF (dated June 4, 2013).

In fact, we are now able to fully confirm this representation of the 1987 agreement's requirements. Our lawyers recently were able to obtain a copy of the 1987 BNSF/RRVW Rate and Allowance Agreement, which was made part of the public record by BNSF and RRVW in prior federal district court litigation. The agreement provides for a per car allowance for RRVW

interchanged cars (section 2), and provides BNSF (listed as “Northern” or “Seller”) with the exclusive right and obligation to establish every rate for all RRVW interchanged traffic, and to issue all waybills, billing, and accounting on the traffic (section 5):

Section 5. Tariffs and Contracts.

A. RRVW agrees that it shall grant Northern power of attorney to make, enter into, alter, change, and otherwise establish tariff charges and contracts relative to the transportation of commodities interchanged with Northern to and from and on the Subject Line. Such power of attorney shall prohibit any action by Seller that would . . . (ii) discriminate in favor of Seller's stations over stations on the Subject Line, without Buyer's consent. . . . The parties agree to enter into and execute any necessary documentation to effect this power of attorney. RRVW may establish its own tariffs and contracts for any and all other services. Northern agrees that it will issue all waybills on traffic originating on the Rail Facilities and Subject Line (as defined in the Purchase Agreement) operated by RRVW and interchanged to Northern. Northern also agrees that it will handle all freight billing and accounting on traffic Northern interlines with RRVW.

Importantly, as stated, the agreement also precludes BNSF from taking “any action . . . that would . . . discriminate” in favor of BNSF’s stations over RRVW stations. (An excerpt of the BNSF/RRVW Rate and Allowance Agreement containing the rate terms and these Section 5 tariff setting provisions is included in Exhibit 4 to this statement.)

Besides being the carrier with exclusive authority to establish JVG-Verona direct through rates by contract, and by established practice for over 25 years for all stations on the RRVW, BNSF has also established its exclusivity over rate setting at JVG-Verona in the Official Railroad Station List, OPSL 6000. In this tariff, BNSF lists Verona as a BNSF station (OPSL No. 8160), with waybills to be issued to/from that point in BNSF’s name. The OPSL contains restrictive notes requiring traffic moving in connection with BNSF from/to Verona, and all other stations on the RRVW, to “be routed only via BNSF” and clarifying that the stations are

considered to be BNSF stations “for the purpose of . . . assessing transportation charges.”

(Relevant excerpts from OPSL 6000 are included in Exhibit 5 to this statement.)

Again, BNSF has attempted to portray its over two-year refusal to establish shuttle rates for JVG-Verona as a dispute between RRVW and BNSF over through rate divisions. But according to the 1987 Rate and Allowance Agreement, BNSF and RRVW already have in place such default per car allowances, and BNSF has the right, and duty, to establish non-discriminatory BNSF-direct through rates.

Additionally, even though the agreement should cover any issues BNSF may have with the RRVW, RRVW has informed us that, in order to facilitate BNSF’s provision of responsive rates to JVG-Verona, RRVW was willing to, and has offered BNSF very attractive new rate factors for JVG-Verona that are far below the default Rate and Allowance Agreement levels – rate factors that it says are even below the levels that RRVW is receiving for its other shuttle facilities that have longer hauls on the RRVW to the BNSF interchange at Casselton. Still BNSF steadfastly refuses to provide JVG-Verona with through shuttle rates as it has with all the other RRVW shuttle facilities, and has represented that it is only willing to provide so-called “Rule 11” rates from Casselton to the PNW, a station 151 miles away from Verona.

The current BNSF tariff shuttle train rate to the PNW for corn from the Casselton, ND interchange is \$4,693 per car, which is nearly the same as the through, BNSF shuttle train tariff rates available from JVG’s shuttle elevator at Oakes, ND (\$4,836) (130 miles from Casselton) and from the shuttle elevator at Edgeley, ND (\$4,779) (172 miles from Casselton) – both of which are served by the RRVW. In fact, shuttle trains originating at Edgeley (21 miles farther away from Casselton than Verona) pass close by Verona en route to Casselton. This would leave

very little potential revenue available to the RRVW for a Rule 11 rate from Verona to Casselton if the through rate is to be competitive with the rates from these other elevators.

Unfortunately, in the end, the facts show that this BNSF-RRVW rates/negotiations discussion is simply a diversionary tactic, and from JVG's perspective, a convenient way for BNSF to attempt avoid ever providing JVG with responsive rates. I include with this statement, at Exhibit 6, a letter sent to our U.S. Senator by RRVW last spring that succinctly discusses this BNSF initiative to block JVG-Verona through shuttle rates:

BNSF suggests that, for JVG at Verona, through rates should be replaced with what is commonly called a "Rule 11" method of establishing rates. Under this method, each railroad participating in a shipment quotes its own rate for its own portion of the shipment. However, as BNSF is well aware, in order for the Rule 11 rates for traffic moving from Verona to Seattle to be competitive, RRVW would have to handle its portion of the move at a loss. This is the case because the BNSF rate from Casselton (where RRVW connects to BNSF track) to Seattle is nearly identical to the through rates BNSF provides to JVG's competitors at Oakes, Edgeley, Jamestown, and Valley City.

Besides being contrary to the 25-year practice and contract between BNSF and RRVW, the BNSF's proposal will make grain elevator customers on RRVW non-competitive with grain elevators on BNSF lines, or cause RRVW to lose money on each shipment, or both. Neither of these is acceptable to RRVW and our customers. BNSF's proposal would cause our customers to pay higher freight rates than similarly situated competing stations on BNSF as well as shuttle facilities on RRVW that commence operations before BNSF's recent decision to stop offering through rates. These higher freight rates would prohibit our customers from offering competitive bids for farmers' grains, and cause farmers to haul to the competing BNSF grain elevators who enjoy lower freight rates and are therefore offering higher grain bids to farmers. However these farmers have to haul grain farther to the BNSF stations, driving their local trucking costs up and causing more damage to local roads. The only beneficiary to this entire scheme is the BNSF.

III. JVG's Formal Common Carrier Rate Request

As stated in the summary section above, we have attempted to enlist the assistance of the STB's Office of Consumer Assistance, our U.S. Senators and Congressman, and other state and local public officials in obtaining responsive rates from BNSF – but all to no avail. Our plight

even received some significant regional press attention (I attach one such press article at Exhibit 7 to this statement) – unfortunately, also to no avail.

Having failed for almost two years to obtain from BNSF direct, non-discriminatory shuttle rates to be able to proceed with full construction of JVG-Verona, we have had little choice but to formally seek responsive rates through the STB’s governing legal and regulatory processes. By letter dated September 11, 2013, JVG formally requested that BNSF establish direct common carrier through shuttle train rates to the PNW from JVG Verona. (A copy of this common carrier rate request is included as Exhibit 8 to this statement.)

BNSF responded on September 23, 2013, refusing to establish responsive rates. (BNSF’s response is included as Exhibit 9 to this statement.) We informed BNSF by letter dated October 4, 2013 (included as Exhibit 10 to this statement), that its refusal to establish responsive common carrier rates was in violation of its legal obligations, and that its actions left us with little choice but to prepare this petition asking the STB to compel BNSF to establish such responsive rates. At the same time, given our recent discussions with RRVW, and with our elected officials who became involved in this dispute in an attempt to help facilitate a resolution, we once again provided BNSF with additional time to finalize any and all arrangements with RRVW necessary to be able to provide us with appropriate direct, non-discriminatory through rates to allow JVG-Verona to move forward. Unfortunately, BNSF has still not adequately responded to date – almost four months later.

BNSF reports through counsel that it is still attempting to reach a “deal” with the RRVW to provide us with appropriate rates. However, at this time, we have been unable to obtain any concrete assurances and representations from BNSF that we will be provided appropriate, responsive rates now or in the future, with or without a deal. Despite our efforts, BNSF has not

engaged in any direct communications with us over JVG-Verona service for almost four months and has recently declined to directly address the matter with the JVG Board. (Recent communications between our counsel and BNSF on this subject, and confirming the lack of adequate attention being paid to this matter by BNSF, are included at Exhibit 11 to this statement.) As explained, in order to proceed with our full construction plans, JVG needs BNSF- direct shuttle train rates and service comparable to the rates and service presently available to all other shuttle train elevators located on the RRVW and BNSF lines in southeastern North Dakota and in other grain states.

JVG has provided BNSF with every opportunity to fulfill its obligation to establish appropriate JVG-Verona through shuttle rates. We have recently told BNSF that timing is now once again critical (see Exhibit 11), because if we are able commence construction-related activities immediately, we hope to be able to have partial construction completed and enough facilities in place to be able to haul some grain commodities from JVG-Verona during the 2015 harvest season. As referenced above, shuttle facility construction for a project of this scope takes approximately 15-17 months to complete, and JVG needs to be able to enter into construction contracts immediately if JVG-Verona is to be operational by the 2015 harvest season. However, any further delays in obtaining responsive BNSF rates will result in further construction delays – and, if so, JVG-Verona will not be completed and operational in time to haul grain during the 2015 harvest season.

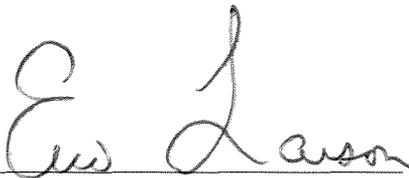
In summary, (1) JVG Verona is poised to proceed with construction of a new, state of the art, \$30+ million shuttle loading facility that meets all of BNSF's shuttle design requirements and will provide the railroads with estimated volumes of over 20 million bushels of business once the new facility is fully established; (2) JVG plans to construct this facility so that its

member-farmers will obtain better, more efficient service, and can stay competitive and succeed in the marketplace; (3) the project will help grow the local and regional economy, while furthering environmental and energy efficiencies; (4) BNSF has the full authority and obligation to establish responsive direct, through rates to serve JVG-Verona, there are no impediments for it to establish such rates, and its practice has been to exclusively establish such rates with every customer on RRVW's lines for over 25 years; (5) JVG has a legitimate business need for direct, non-discriminatory through rates, and it has exhausted all non-legal means that it is aware of in order to help facilitate BNSF's provision of such rates, including seeking the assistance of the STB's Office of Consumer Assistance; (6) BNSF has refused JVG's requests that it establish responsive BNSF-direct through shuttle rates for JVG-Verona for over two years, delaying an important and substantial regional investment; and (7) JVG needs these responsive rates immediately in order to engage in full construction and have completed facilities in place for it to be able to handle grain at JVG-Verona during the 2015 harvest season.

On behalf of JVG, I urge the Board to expeditiously order BNSF to establish responsive direct, non-discriminatory through rates to allow us to be able to immediately proceed with full construction of this important project.

VERIFICATION

I, Eric Larson, verify that I have read the foregoing Statement, know the contents thereof, and that the same are true as stated to the best of my knowledge, information and belief. Further, I certify that I am qualified and authorized to file this statement.


Eric Larson

Executed on January 27 2014

LARSON EXHIBIT 1

BNSF 4022, ITEM 13500

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|---------------------------|-------------------------|--------------|
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SPECIAL RULES - LIMITED TO REFERENCES MADE ELSEWHERE IN TARIFF

CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

I. GENERAL DESCRIPTION OF ORIGIN EFFICIENCY PAYMENT (OEP) AND RULES APPLYING TO ALL CUSTOMERS AND LOCATIONS.

- OEP IS AN INCENTIVE PROGRAM INTENDED TO PROMOTE EFFICIENT ORIGIN-STATION OPERATIONS LEADING TO IMPROVED SHUTTLE TRAIN UTILIZATION AND QUALITY CAR ACCOUNTING PROCESSES.
- APPLIES ONLY TO SHIPMENTS MOVING UNDER THE PROVISIONS OF BNSF SHUTTLE COTS AS DEFINED IN BNSF 4022 AND BNSF 4091 SERIES.
- APPLIES ONLY TO SHIPMENTS OF THE FOLLOWING COMMODITIES MOVING UNDER RATES PUBLISHED IN BNSF 4022 SERIES AND BNSF 4023 SERIES RATE ITEMS OR TARIFFS IN EFFECT AT THE TIME OF SHIPMENT:

| COMMODITY | STCC | COMMODITY | STCC |
|----------------|-----------|-----------|-----------|
| CORN | 01-132 | WHEAT | 01-136 |
| WHEAT | 01-137 | SOYBEANS | 01-144 |
| CRACKED CORN | 20-419-79 | BARLEY | 01-131 |
| OTHER OILSEEDS | 01-149 | FLAXSEED | 01-142 |
| PEAS | 01-342 | LENTILS | 01-343-10 |

- CARS SHIPPED UNDER THE OEP PROGRAM WILL BE SUBJECT TO ROUTINE WEIGHING. BNSF WILL RESERVE THE RIGHT TO SPOT CHECK CAR WEIGHTS. OVERLOADING WILL RESULT IN THE ENTIRE UNIT SHIPMENT BEING DISQUALIFIED FROM THE INCENTIVE ALLOWANCE PAYMENT.
- THE FOLLOWING CONDITIONS APPLY TO ALL SHIPMENTS FOR WHICH OEP MIGHT BE REQUESTED. FAILURE TO MEET ANY ONE PROVISION WILL DISQUALIFY THE SHIPMENT FROM THE OEP ALLOWANCE.
 - SHUTTLE EMPTIES SHALL BE ACCEPTED IMMEDIATELY FOR ACTUAL PLACEMENT BY THE LOADING FACILITY UPON ARRIVAL.
 - CUSTOMER WILL NOTIFY THE BNSF GRAIN DESK AT 800-234-9396, OPTION 4, OR NOTIFY THE SERVING RAILROAD IF THE FACILITY IS NOT DIRECTLY SERVED BY BNSF, PRIOR TO RELEASE AT ORIGIN OF ANY BAD ORDER OR EMPTY EQUIPMENT. IN ADDITION TO NOTIFYING THE GRAIN DESK, CUSTOMERS DIRECTLY SERVED BY BNSF WILL ALSO BAD ORDER EQUIPMENT VIA EDI OR SWITCH AND RELEASE. FAILURE TO DO SO WILL RESULT IN LOSS OF OEP FOR THE ENTIRE TRAIN.
 - CARS PRESENTED AS A BLOCK MUST BE RETURNED AS A BLOCK.
 - ALL AIR HOSES MUST BE COUPLED AND ANGLE COCKS LEFT OPEN.

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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

- NO RELIEF FOR SATURDAYS, SUNDAYS OR HOLIDAYS (EXCEPT NEW YEARS DAY, THANKSGIVING DAY AND CHRISTMAS DAY).
- FOLLOW UP CARS FOR REJECTED OR BAD ORDER EQUIPMENT OR FOR CARS FURNISHED SHORT OF A FULL COMPLIMENT WILL NOT BE ALLOWED. IN THIS CASE, SHIPMENT SHOULD BE BILLED SHORT OF A FULL COMPLIMENT (EXCEPTION TO ITEM 12215 OF BNSF 4022).
- ONLY SHIPMENTS BILLED VIA ELECTRONIC DATA EXCHANGE ("EDE") WILL QUALIFY FOR INCENTIVE ALLOWANCE. FREIGHT PAYOR MUST PROVIDE COMPLETE AND CORRECT EDE BILL OF LADING NOT LATER THAN TIME OF LOADED RELEASE. EXCEPTION: EDE BILLING ON MIXED COMMODITY SHIPMENTS; TO QUALIFY FOR MULTI-CAR RATES WHEN MORE THAN ONE COMMODITY IS USED IN THE SHIPMENT, EDE CUSTOMERS MAY PREPARE EACH COMMODITY ON A SEPARATE BILL OF LADING, HOWEVER, BILLS OF LADING MUST BE CROSS-REFERENCED AND SUBMITTED AT THE SAME TIME. EACH EDE BILL OF LADING MUST ACKNOWLEDGE INITIAL EDE APPLICATION. EDE BILL OF LADING MUST ALSO CONTAIN REFERENCE TO THIS TARIFF NUMBER IN THE TARIFF FIELD.
- IN ORDER TO PROPERLY LOAD CAR(S), THE LOADING FACILITY MUST USE A CERTIFIED TRACK OR HOPPER SCALE OR A BULK LOAD OUT SYSTEM TESTED BY THE APPROPRIATE STATE WEIGHTS AND MEASURES AUTHORITY OR A LICENSED SCALE COMPANY USING A MINIMUM OF 80,000 POUND CERTIFIED WEIGHT ACCORDING TO AAR SCALE HANDBOOK 34. UPON REQUEST FROM BNSF, THE LOADING FACILITY WILL SUPPLY A COPY OF THE SCALE TEST REPORT. ACTUAL SHIPMENT WEIGHTS (NET LADING WEIGHT) FOR EACH CAR MUST BE PROVIDED ON THE EDE BILL OF LADING. ANY SHIPMENT CONTAINING AN

OVERLOADED CAR(S) PER BNSF TARIFF, WILL NOT QUALIFY FOR OEP INCENTIVE PAYMENT.

9. OEP TRAINS WILL BE GOVERNED BY BNSF TARIFF 6004 FOR DEMURRAGE AT ORIGIN.

10. THE PROVISIONS OF THIS TARIFF IN EFFECT ON THE DATE OF SHIPMENT WILL GOVERN.

11. CLAIMS FOR INCENTIVE ALLOWANCE MUST BE SUBMITTED NO LATER THAN FIVE (5) BUSINESS DAYS AFTER THE WAYBILL DATE. CLAIMS MUST BE COMPLETED ONLINE AT THE BNSF.COM SITE PROVIDED. PER CAR INCENTIVE ALLOWANCE WILL BE PAID ONCE AND ONLY ONCE THE TERMS OF THIS TARIFF HAVE BEEN MET. BNSF SHALL MAKE EVERY EFFORT TO PAY CLAIM WITHIN THIRTY (30) DAYS AFTER RECEIPT PROVIDED ALL FREIGHT CHARGES DUE BNSF FOR SAID SHIPMENTS HAVE BEEN PAID.

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SPECIAL RULES - LIMITED TO REFERENCES MADE ELSEWHERE IN TARIFF

CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

12. THE CUSTOMER ENTITLED TO RECEIVE OEP ALLOWANCE MUST BE SET UP TO RECEIVE OEP ALLOWANCE VIA EFT (ELECTRONIC FUNDS TRANSFER) PAYMENT. ALL OEP ALLOWANCES WILL BE PAID VIA EFT DIRECTLY TO CUSTOMERS ACCOUNT.

13. CUSTOMERS MAY ACCESS THEIR ETA USING BNSF ON-LINE TOOLS.

14. IF CARS ARE CONSTRUCTIVELY PLACED SHORT OF LOADING FACILITY, UNIT WILL NOT QUALIFY FOR INCENTIVE ALLOWANCE PAYMENT.

II RULES BASED ON LOCATION AND SERVICE TYPE.

1. TYPE A - CUSTOMERS SERVED BY BNSF

CUSTOMER SHALL GIVE BNSF NOTICE A MINIMUM OF 4 HOURS PRIOR TO ACTUAL RELEASE ("ADVANCE RELEASE"). ADVANCE RELEASE WILL INFORM BNSF OF THE TIME THE LOADED SHUTTLE WILL BE AVAILABLE TO BE PULLED FROM THE ORIGIN ELEVATOR. ADVANCE RELEASE MUST BE TRANSMITTED VIA BNSF'S ONLINE "SWITCH AND RELEASE" TOOL.

OEP CLAIMS WILL BE PAID ONLY TO THE CUSTOMER LISTED AT THE LOCATION IN SECTION III.

IF CUSTOMER HAS MULTIPLE SHIPMENTS (SHUTTLES) REQUESTED AT THE ORIGIN BEFORE THE FIRST SET OF EQUIPMENT IS RELEASED, IT WILL BE BNSF'S OPTION TO CONSTRUCTIVELY PLACE THE SECOND SET OF EQUIPMENT.

SHIPMENTS ORIGINATING AT BNSF STATIONS IDENTIFIED AS "TYPE A" IN SECTION III BELOW AND MEETING ALL THE PROVISIONS CONTAINED HEREIN WILL BE PAID A PER CAR OEP INCENTIVE ALLOWANCE ACCORDING TO THE FOLLOWING SCHEDULE:

- * FOR RELEASE OF A SHUTTLE WITHIN 15 HOURS OF ACTUAL PLACEMENT, OEP PAYMENT WILL BE \$100 PER CAR.
- * FOR RELEASE OF A SHUTTLE WITHIN 10 HOURS OF ACTUAL PLACEMENT, OEP PAYMENT WILL BE \$150 PER CAR.

OEP FOR SHIPMENTS ORIGINATING ON BNSF IS FURTHER DEFINED BY SHIPPER ADVANCE RELEASE NOTIFICATION. IF A SHIPPER FAILS TO RELEASE THE TRAIN AS NOTIFIED IN THE ADVANCE RELEASE NOTIFICATION, OEP WILL BE REDUCED AS FOLLOWS:

- * FOR A 15 HOUR RELEASE: IF A 4-HOUR ADVANCE RELEASE IS DECLARED BUT NOT MET, OEP WILL NOT BE PAID.

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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

- * FOR A 10 HOUR RELEASE: IF A 4-HOUR ADVANCE RELEASE IS DECLARED BUT NOT MET AND RELEASE TAKES PLACE WITHIN 15 HOURS OF ACTUAL PLACEMENT, OEP WILL BE \$50 PER CAR. IF A 4-HOUR ADVANCE RELEASE IS DECLARED BUT NOT MET AND RELEASE DOES NOT TAKE PLACE WITHIN 15 HOURS OF ACTUAL PLACEMENT, NO OEP WILL BE PAID.

2. TYPE B - CUSTOMERS SERVED EITHER BY A BNSF HANDLING LINE, OR ANOTHER RAILROAD WITH AN EXISTING CYCLE TIME AGREEMENT BETWEEN BNSF

AND THE SERVING RAILROAD. RAILROADS DESIGNATED AS BNSF HANDLING LINES CAN BE FOUND ONLINE AT WWW.BNSF.COM.

SHUTTLE SHALL BE RETURNED LOADED IN INTERCHANGE TO BNSF AS A UNIT WITHIN THE TERMS OF THE SERVING RAILROAD'S AGREEMENT OR AGREEMENTS WITH BNSF.

OEP CLAIMS WILL BE FILED BY AND PAID TO THE SERVING RAILROAD, EXCEPT WHERE THIS WOULD CONFLICT WITH A BNSF-RAILROAD AGREEMENT THAT IS CURRENTLY IN EFFECT.

CUSTOMER WILL ADVISE SERVING RAILROAD AND BNSF, AT 1-800-234-9396, OPTION 4, OF TIME OF RELEASE AT ORIGIN.

DISPUTED TIMES WILL BE ADJUSTED IF PROPERLY DOCUMENTED DURING THE FOLLOWING BUSINESS DAY OF SUCH OCCURRENCE. CUSTOMER WILL IMMEDIATELY ADVISE BNSF IF SHIPMENT WILL NOT BE RELEASED WITHIN THE DESIGNATED LOADING PERIOD.

SHIPMENTS ORIGINATING AT BNSF STATIONS IDENTIFIED AS "TYPE B" IN SECTION III BELOW AND MEETING ALL OF THE PROVISIONS CONTAINED HEREIN WILL BE PAID A PER CAR OEP INCENTIVE ALLOWANCE ACCORDING TO THE FOLLOWING SCHEDULE:

- * FOR BNSF-TO-RAILROAD INTERCHANGE DELIVERED TO INTERCHANGE RECEIVED CYCLE OF A SHUTTLE WITHIN THAT RAILROAD'S CONTRACTUAL CYCLE TIME, OEP PAYMENT WILL BE \$100 PER CAR.
- * IF NO CONTRACTUAL CYCLE TIME HAS BEEN ESTABLISHED FOR BNSF-TO-RAILROAD INTERCHANGE DELIVERED TO INTERCHANGE RECEIVED CYCLE OF A SHUTTLE, OEP PAYMENT WILL BE \$100 PER CAR WHEN BNSF-TO-RAILROAD INTERCHANGE DELIVERED TO INTERCHANGE RECEIVED CYCLE OF A SHUTTLE IS 15 HOURS OR LESS.

3. TYPE C - CUSTOMERS SERVED BY A RAILROAD OTHER THAN A BNSF HANDLING LINE, WITHOUT AN EXISTING CYCLE TIME AGREEMENT BETWEEN BNSF AND THE SERVING RAILROAD. RAILROADS DESIGNATED AS BNSF HANDLING LINES CAN BE FOUND ONLINE AT WWW.BNSF.COM.

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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

SHUTTLE SHALL BE RETURNED LOADED IN INTERCHANGE TO BNSF AS A UNIT WITHIN TERMS OF THE SERVING RAILROAD'S EXISTING INTERCHANGE AGREEMENT.

OEP CLAIMS WILL BE PAID ONLY TO THE CUSTOMER LISTED AT THE LOCATION IN SECTION III.

CUSTOMER WILL ADVISE BNSF, AT 1-800-234-9396 OPTION 4, OF TIME OF RELEASE AT ORIGIN.

DISPUTED TIMES WILL BE ADJUSTED IF PROPERLY DOCUMENTED DURING THE FOLLOWING BUSINESS DAY OF SUCH OCCURRENCE. CUSTOMER WILL IMMEDIATELY ADVISE BNSF IF SHIPMENT WILL NOT BE RELEASED WITHIN THE DESIGNATED LOADING PERIOD.

SHIPMENTS ORIGINATING AT BNSF STATIONS IDENTIFIED AS "TYPE C" IN SECTION III BELOW AND MEETING ALL OF THE PROVISIONS CONTAINED HEREIN WILL BE PAID A PER CAR OEP INCENTIVE ALLOWANCE ACCORDING TO THE FOLLOWING SCHEDULE.

- * FOR BNSF-TO-RAILROAD INTERCHANGE DELIVERED TO INTERCHANGE RECEIVED CYCLE OF A SHUTTLE WITHIN THE ESTABLISHED CYCLE TIME BETWEEN BNSF AND THE CUSTOMER LISTED AT THE LOCATION IN SECTION III, OEP PAYMENT WILL BE \$100 PER CAR.
- * IF NO CYCLE TIME HAS BEEN ESTABLISHED FOR BNSF-TO-RAILROAD INTERCHANGE DELIVERED TO INTERCHANGE RECEIVED CYCLE OF A SHUTTLE, OEP PAYMENT WILL BE \$100 PER CAR WHEN BNSF-TO-RAILROAD INTERCHANGE DELIVERED TO INTERCHANGE RECEIVED CYCLE OF A SHUTTLE IS WITHIN A BNSF APPROVED CYCLE TIME.

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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

III. LIST OF CUSTOMERS ENTITLED TO RECEIVE ORIGIN EFFICIENCY PAYMENT (OEP)

INCENTIVE APPLIES ONLY TO SHIPMENTS ORIGINATING AT THE FOLLOWING LOCATIONS (CUSTOMER MUST BE LISTED AS SHIPPER OR SHIP FROM PARTY ON THE WAYBILL FOR CITIES WITH MORE THAN ONE CUSTOMER):

| ST CITY | CUSTOMER ENTITLED TO RECEIVE OEP INCENTIVE | TYPE |
|------------------|---|------|
| CO COMMERCE CITY | COMMERCE CITY GRAIN | A |
| CO YUMA | CHS INC | A |
| IA ALDEN | PRAIRIE LAND COOP | B |
| IA ALTA | AG PARTNERS LLC | B |
| IA BAYARD | FARMERS COOP ASSOCIATION | A |
| IA CRESTON | GAVILON GRAIN LLC | A |
| IA HAMBURG | BARTLETT & CO | A |
| IA HANCOCK | SCOLAR GRAIN COMPANY | B |
| IA HINTON | FLOYD VALLEY GRAIN DIV OF AGP GRAIN COOP | A |
| IA IDA GROVE | FARMERS COOP ASSOCIATION | B |
| IA KNIERIM | NEW COOPERATIVE INC | B |
| IA ODEBOLT | FARMERS COOP ASSOCIATION | B |
| IA PLEASANT HILL | COUNTRY WIDE GRAIN TERM DIV OF AGP GRAIN COOP | A |
| IA RED OAK | UNITED FARMERS MERCANTILE COOP | A |
| IA TEMPLETON | WEST CENTRAL COOPERATIVE | A |
| IA YETTER | FARMERS COOP ASSOCIATION | B |
| IL ADAIR | WESTERN GRAIN MARKETING | A |
| IL DWIGHT | CONSOLIDATED GRAIN & BARGE | C |
| IL GALVA | BIG RIVER RESOURCES- GALVA LLC | A |
| IL GREENWOOD | NORTHERN CROSSING LLC | A |
| IL KANKAKEE | EASTERN GRAIN MARKETING, LLC | C |
| IL LOWDER | CHS, INC | A |
| IL POLO | RUFF BROTHERS GRAIN | A |
| IL RANSON | GRAINCO FS INC | A |
| IL RUFF | RUFF BROTHERS GRAIN | A |
| IL WARREN | GAVILON GRAIN LLC | B |
| IL WAVERLY | SCOLAR COMPANY | A |
| KS ABILENE | GAVILON GRAIN LLC | A |
| KS CONCORDIA | AGHARK LLC | A |
| KS COOOLIDGE | THE SCOLAR COMPANY | A |
| KS DODGE CITY | ADM GRAIN | A |
| KS ENSIGN | DODGE CITY COOP EXCHANGE | B |
| KS GARDEN CITY | WINDRIVER GRAIN LLC | A |
| KS HUGOTON | SANTA FE GRAIN TERMINAL, LLC/ADM CO | B |
| KS HUTCHINSON | ADM ELEV I | A |

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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

| | | |
|-----------------|--|---|
| KS HUTCHINSON | ADM ELEV J | A |
| KS SALINA | ADM | C |
| KS SALINA | CARGILL INC | C |
| KS SALINA | THE SCOLAR COMPANY | C |
| KS WELLINGTON | THE SCOLAR COMPANY | A |
| KS WICHITA | BARTLETT & CO | B |
| KS WICHITA | GAVILON GRAIN LLC | B |
| KS WRIGHT | RIGHT COOP ASSOCIATION | A |
| MN ALBERTA | CARGILL INC | A |
| MN ARGYLE | MARKIT COUNTY GRAIN LLC | A |
| MN BARNESVILLE | AGASSIZ VALLEY GRAIN LLC | B |
| MN BELTRAMI | WEST CENTRAL AG SERVICES | B |
| MN BRECKENRIDGE | MINN-KOTA AG PRODUCTS INC | B |
| MN BRECKENRIDGE | RED RIVER GRAIN | B |
| MN BROOKLYN | UNITED FARMERS | B |
| MN BUFFALO LAKE | SOUTH CENTRAL GRAIN | B |
| MN CLARA CITY | CLARA CITY FARMERS ELEVATOR | A |
| MN CLARKFIELD | PRAIRIE GRAIN PARTNERS LLC DIV OF BENSON QUINN | A |
| MN CROOKSTON | CHS INC | B |
| MN DULUTH | WB DULUTH STORAGE / RIVERLAND AG COOP | C |
| MN ERSKINE | CHS SERVICE CENTER | A |
| MN FRENCH | CHS INC | B |
| MN GRACEVILLE | WHEATON-DUMONT COOP ELEVATOR | A |
| MN HANLEY FALLS | FARMERS COOPERATIVE ELEVATOR CO | A |
| MN HERMAN | NEW HORIZONS AG SERVICES INC DIV OF CHS INC | A |
| MN HILLS | NEW VISION COOP | A |
| MN HOLLOWAY | WESTERN CONSOLIDATED COOPERATIVE | A |

| | | |
|-----------------|-------------------------------------|---------|
| IA JASPER | EASTERN FARMERS COOP DIV OF CHS INC | A |
| IA LAMBERTON | MEADOWLAND FARMERS COOP | B |
| IA MADISON | CARGILL INC | A |
| IA MAYNARD | CARGILL INC | A |
| IA MURDOCK | GLACIAL PLAINS LLC | A |
| IA NEW ULM | FARMERS COOPERATIVE OF HANSKA | B |
| IA RUGHTON | CHS INC | A |
| IA SPLIT ROCK | CARGILL INC | A |
| IA SPRINGFIELD | HARVEST LAND COOPERATIVE | B |
| IA ST CLOUD | ADM - BENSON QUINN | A |
| IA ULEH | WEST CENTRAL AG SERVICES | A |
| IA WALNUT GROVE | MEADOWLAND FARMERS COOP | B |
| IA WARREN | NORTHWEST GRAIN | A |
| MO BRUNSWICK | RAY CARROLL COUNTY GRAIN GROWERS | C |
| MO HARDIN | RAY CARROLL COUNTY GRAIN GROWERS | A |
| MO PHELPS | GAVILON GRAIN LLC | A |
| MO ST JOSEPH | BARTLETT & CO | C |
| ----- | | |
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| | | |
|-------------------|------------------------------------|---------|
| MT BILLINGS | GAVILON GRAIN LLC | A |
| MT CARTER | COLUMBIA GRAIN INC | A |
| MT CHESTER | GAVILON GRAIN LLC | A |
| MT CHESTER | EGT | A |
| MT COLLINS | MOUNTAIN VIEW COOPERATIVE | A |
| MT CONRAD | UNITED GRAIN | A |
| MT CULBERTSON | UNITED GRAIN | A |
| MT GLENDIVE | FARMERS ELEVATOR DIV OF CHS INC | A |
| MT GROVE | UNITED GRAIN | A |
| MT HARLEM | COLUMBIA GRAIN INC | A |
| MT HAVRE | ADM/CHS LLC DIV OF BENSON QUINN | A |
| MT KASA POINT | COLUMBIA GRAIN INC | A |
| MT KERSHAW | CHS, INC | A |
| MT KYNFIRE | EGT | A |
| MT MACON | CHS INC | A |
| MT MOORE | GAVILON GRAIN LLC | A |
| MT POMPEYS PILLAR | UNITED GRAIN | A |
| MT RUDYARD | COLUMBIA GRAIN INC | A |
| MT SHELBY | CHS INC | A |
| MT TUMIS | EGT | A |
| ND ALTON | ALTON GRAIN TERMINAL LLC | A |
| ND ARVILLA | COLUMBIA GRAIN INC | A |
| ND AYR | ARTHUR COMPANIES INC | A |
| ND BEREA | COLUMBIA GRAIN INC | A |
| ND BEREA | GAVILON GRAIN LLC | A |
| ND BERNARD | COLUMBIA GRAIN INC | B |
| ND BERTHOLD | BERTHOLD FARMERS ELEVATOR CO | A |
| ND BISBEE | NORTH CENTRAL GRAIN COOP | A |
| ND BOTTINERU | BOTTINERU FARMERS ELEVATOR CO | A |
| ND BOYLE | BOTTINEAU FARMERS ELEVATOR CO | A |
| ND BUCYRUS | UNITED GRAIN | A |
| ND CASSELLTON | MAPLE RIVER GRAIN & AGRONOMY LLC | B |
| ND CRYSTAL | COLUMBIA GRAIN, INC | B |
| ND DOYON | TRONSON GRAIN, CO | A |
| ND DRAYTON | CHS INC | A |
| ND EDGELEY | CHS INC | B |
| ND ELDRIDGE | COUNTY GRAIN COOPERATIVE, INC | A |
| ND FINLEY | FINLEY FARMERS GRAIN & ELEVATOR CO | A |
| ND HARMBERG | FESSENDEN COOPERATIVE ASSOCIATION | A |
| ND HANNAFORD | CENTRAL PLAINS AG SERVICES LLC | A |
| ND HEDRON | ADM | A |
| ND HENSLER | ADM - BENSON QUINN | A |
| ND JAMESTOWN | GAVILON GRAIN LLC | A |
| ND KINDRED | CHS INC | B |
| ND LAKOTA | CHS / LAKE REGION GRAIN | A |
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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

| | | |
|------------------|---------------------------------|---|
| ND MAYVILLE | MAYPORT FARMERS COOP | A |
| ND MILTON | CHS INC | A |
| ND NEW ROCKFORD | GAVILON GRAIN LLC | A |
| ND NEW SALEM | CHS-NEW SALEM | A |
| ND NILES | BTR FARMERS COOP | A |
| ND N GRAND FORKS | GAVILON GRAIN LLC | A |
| ND PARK RIVER | ADM / WALSH GRAIN TERMINAL, LLC | A |
| ND ROSS | DAKOTA QUALITY GRAIN | A |

| | | |
|---------------------|--------------------------------------|---|
| ND RUGBY | RUGBY FARMERS UNION ELEVATOR | A |
| ND SCRANTON | SCRANTON EQUITY EXCHANGE COOP | A |
| ND STERLING | SOUTH CENTRAL GRAIN DIV OF CHS INC | A |
| ND SURREY | DAKOTA MIDLAND GRAIN, LLC | A |
| ND THOMPSON | THOMPSON FARMERS COOP ELEVATOR | A |
| ND WILLISTON | HORIZON RESOURCES | A |
| NE ANSELMO | ANDERSONS | A |
| NE AURORA | AURORA COOPERATIVE ELEVATOR CO | A |
| NE BARTLEY | AG VALLEY COOPERATIVE | A |
| NE BEATRICE | SOUTHEAST NEBRASKA COOP CO | A |
| NE BENKELMAN | GAVILON GRAIN LLC | A |
| NE BRADSHAW | PROGRESSIVE AG PARTNERS LLC | A |
| NE BRUNSWICK | J E MEURET GRAIN CO INC | A |
| NE CULBERTSON | FRENCHMAN VALLEY FARMERS COOPERATIVE | A |
| NE DORCHESTER | FARMERS COOPERATIVE CO INC | A |
| NE EDISON | AG VALLEY COOP | A |
| NE FAIRMONT | CPI-LANSING LLC | A |
| NE FALLS CITY | CONSOLIDATED GRAIN & BARGE CO | A |
| NE FREDONT | GAVILON GRAIN LLC | C |
| NE FREMONT | FRONTIER COOP CO | A |
| NE FUNN | MIDLAND COOP | A |
| NE GURLEY | CROSSROADS COOPERATIVE ASSOCIATION | A |
| NE HASTINGS | COOPERATIVE PRODUCERS INC | A |
| NE HEMINGFORD | FARMERS COOP ELEVATOR CO | A |
| NE HUNTSMAN | THE SCOLAR COMPANY | B |
| NE LINCOLN | AGP GRAIN COOP, SOUTH HOUSE | A |
| NE LINCOLN | EASTERN NEBRASKA GRAIN LLC | B |
| NE LOGGINS | AGRI COOP, DIVISION OF CHS, INC | B |
| NE NOTALA | CARGILL INC | A |
| NE OAKLAND | CENTRAL VALLEY AG | A |
| NE O NEILL | CARGILL INC | A |
| NE RED CLOUD | CPI-LANSING, LLC | A |
| NE ROSELAND | AGRI COOP, DIVISION OF CHS, INC | A |
| NE ROYAL | CENTRAL VALLEY AG COOPERATIVE | A |
| NE SOUTH SIOUX CITY | CARGILL INC | A |
| NE SUPERIOR | AGREX | A |
| NE TAMORA | UNITED FARMERS COOPERATIVE | A |

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CUSTOMERS QUALIFIED TO RECEIVE ORIGIN EFFICIENCY PAYMENTS (OEP)

| | | |
|-------------------|---------------------------------------|-------|
| NE VENANGO | THE SCOLAR COMPANY | B |
| NE WEST ALLIANCE | WEST PLAINS LLC | A |
| OK EDLORADO | FARMERS COOP | A |
| OK ENID | ADM ELEY Y & Z | A |
| OK ENID | W B JOHNSTON GRAIN CO | A |
| OK HEADRICK | GAVILON GRAIN LLC | A |
| OK SHATTUCK | W B JOHNSTON GRAIN CO | A |
| SD ALPENA | SOUTH DAKOTA WHEAT GROWERS INC | A |
| SD ANDOVER | SOUTH DAKOTA WHEAT GROWERS INC | A |
| SD BEARDSLEY | DAKOTA PLAINS AG CENTER LLC | A |
| SD CANTON | EASTERN FARMERS COOP DIV OF CHS INC | A |
| SD CONCORD | CONCORD GRAIN ELEVATOR COMPANY | (A) A |
| SD CRAVEN | NORTH CENTRAL FARMERS ELEVATOR | A |
| SD EMERY | CARGILL INC | A |
| SD GREBNER | SOUTH DAKOTA WHEAT GROWERS INC | A |
| SD JEFFERSON | SOUTHEAST FARMERS ELEVATOR COOP | A |
| SD KIMBALL | GAVILON LIBERTY GRAIN | B |
| SD LEMMON | SOUTHWEST GRAIN DIV OF CHS INC | A |
| SD LYONS | FREEMAR LLC | A |
| SD MADISON | MADISON FARMERS ELEVATOR CO | A |
| SD MARION | FREEMAR LLC DIV OF BENSON QUINN | A |
| SD MCLAUGHLIN | SOUTH DAKOTA WHEAT GROWERS INC | A |
| SD MELLETTE | SOUTH DAKOTA ELEVATOR DIV OF CHS INC | A |
| SD MITCHELL | FARMERS COOP ELEVATOR DIV OF CHS INC | A |
| SD PARKER | CARGILL INC | A |
| SD ROSCOE | SOUTH DAKOTA WHEAT GROWERS INC | A |
| SD SELBY | CHS INC | A |
| SD TULARE | ADM/BO | A |
| SD WEST BOWDLE | NORTH CENTRAL FARMERS ELEVATOR | A |
| SD WEST MILBANK | WESTERN CONSOLIDATED COOPERATIVE | A |
| SD WOSLEY | SOUTH DAKOTA WHEAT GROWERS | A |
| TX AMARILLO | GAVILON GRAIN LLC | A |
| TX CHILLICOTHE | LD COMMODITIES INTERIOR ELEVATOR, LLC | A |
| TX CORPUS CHRISTI | ADM | C |
| TX ETTER | GAVILON GRAIN LLC | B |
| TX FT WORTH | GAVILON GRAIN LLC | A |
| TX FT WORTH | ATTEBURY GRAIN INC | A |
| TX LARIAT | AGP GRAIN COOP | A |
| TX PLAINVIEW | GAVILON GRAIN LLC | A |
| TX SUNRAY | SUNRAY COOP | B |

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SPECIAL RULES - LIMITED TO REFERENCES MADE ELSEWHERE IN TARIFF

CUSTOMERS QUALIFIED TO RECEIVE DEP INCENTIVE PAYMENTS

IN ORDER TO PROMOTE EFFICIENT CAR UTILIZATION AND QUALITY ACCOUNTING, SHIPMENTS MEETING ALL THE FOLLOWING PROVISIONS LISTED BELOW WILL BE PAID A \$100.00 PER CAR INCENTIVE ALLOWANCE. FAILURE TO MEET ANY ONE PROVISION WILL DISQUALIFY THE SHIPMENT FROM THE ALLOWANCE.

1. INCENTIVE APPLIES ONLY TO SHIPMENTS TERMINATING AT THE FOLLOWING FACILITIES (CUSTOMER MUST BE LISTED AS A CONSIGNEE ON THE WAYBILL FOR CITIES WITH MORE THAN ONE CUSTOMER):

| ST CITY | CUSTOMER ENTITLED TO RECEIVE DEP INCENTIVE |
|------------------|--|
| AL MOBILE | FARMERS GRAIN DEALERS INC LLC |
| AL WHEATWAY | MILNER MILLING |
| CA FANOSA | WESTERN MILLING *3 |
| CA FRESNO | PENNY NEWMAN GRAIN CO |
| CA GUERNSEY | GOLDEN STATE FEED & GRAIN, LLC |
| CA KINGS PARK | INTEGRATED GRAIN AND MILLING |
| CA TRIGO | PACIFIC AG PRODUCTS |
| CA STOCKTON | PACIFIC ETHANOL, INC |
| CA SWANSON | SIERRA GRAIN TERMINAL LLC |
| CO COMMERCE CITY | COMMERCE CITY GRAIN - DBA CONAGRA PEAVEY |
| CO WINDSOR | FRONT RANGE ENERGY LLC *3 |
| CO YUMA | M & M COOPERATIVE, INCORPORATED |
| CO YUMA | YUMA ETHANOL LLC |
| IL EAST ST LOUIS | AMERICAN MILLING |
| IL EAST ST LOUIS | CARGILL INC |
| IL EAST ST LOUIS | BULK SERVICE *4 |
| IL EAST ST LOUIS | BURGE SCF GRAIN LLC |
| IL GALVA | BIG RIVER RESOURCES / GALVA LLC |
| IL LONDON | CHS |
| IL PEORIA | ADM CO |
| IL RUFF | RUFF BROTHERS GRAIN |
| IL WAVERLY | SCOUAR COMPANY |
| IN ABEE | ABENGOA ENERGY |
| IN BEECH GROVE | ADM MILLING |
| KS COOLIDGE | SCOUAR |
| KS ENSIGN | DOLGE CITY COOP EXCHANGE *5 |
| KS GARDEN CITY | WINDRIVER GRAIN LLC |
| KS HUGOTON | SANTA FE GRAIN TERMINAL, LLC/ADM CO *5 |
| KS HUTCHINSON | ADM CO |
| KS WICHITA | GAVILON GRAIN LLC |

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1. INCENTIVE APPLIES ONLY TO SHIPMENTS TERMINATING AT THE FOLLOWING FACILITIES (CUSTOMER MUST BE LISTED AS A CONSIGNEE ON THE WAYBILL FOR CITIES WITH MORE THAN ONE CUSTOMER):

| ST CITY | CUSTOMER ENTITLED TO RECEIVE DEP INCENTIVE |
|----------------|--|
| KS WRIGHT | RIGHT COOP ASSOCIATION |
| LA DESTRAHAN | ADM / GROWMARK |
| LA HELVETIA | ZEN-NOH GRAIN CORPORATION |
| LA REMY | ADM CO |
| LA RESERVE | ADM CO |
| LA RESERVE | CARGILL INC |
| MA AYER | HORIZON MILLING |
| MN DULUTH | WB DULUTH STORAGE / RIVERLAND AG COOP |
| MO BRUNSWICK | RAY CARROLL COUNTY GRAIN GROWERS |
| MO BUTTERFIELD | GEORGE'S INC |
| MO ST LOUIS | ADM CO |
| MO ST LOUIS | BULK SERVICE *4 |
| MS COLLINS | GRAIN SUPPLIERS CO LLC - CHS INC |
| ND RICHARDTON | RED TRAIL ENERGY LLC |
| NE AURORA | AURORA COOP |
| NE BRIDGEPORT | BRIDGEPORT ETHANOL LLC |
| NE COLUMBUS | ADM CO |

| | |
|--------------------------|---|
| NY ALBANY | CARGILL, INC |
| NM CLOVIS | GAVILON GRAIN LLC |
| NM DEXTER | HI-PRO FEEDS |
| OK EMID | ADM ELEV Y & Z |
| OK ENID | WB JOHNSTON GRAIN CO |
| OK FAIRLAND | SIMMONS INDUSTRIES |
| OK HEADRICK | GAVILON GRAIN LLC |
| OK SHATTUCK | W B JOHNSTON GRAIN CO |
| OR RIVER GATE | COLUMBIA GRAIN INC |
| TX AMARILLO | GAVILON GRAIN LLC |
| TX BEAUMONT | LOUIS DREYFUS CORP |
| TX BOVINA | CARGILL, INC |
| TX BROWNSVILLE | PORT OF BROWNSVILLE |
| TX CHILLICOTHE | LD COMMODITIES INTERIOR ELEVATOR, LLC (A) |
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1. INCENTIVE APPLIES ONLY TO SHIPMENTS TERMINATING AT THE FOLLOWING FACILITIES (CUSTOMER MUST BE LISTED AS A CONSIGNEE ON THE WAYBILL FOR CITIES WITH MORE THAN ONE CUSTOMER):

| ST CITY | CUSTOMER ENTITLED TO RECEIVE DEP INCENTIVE |
|-------------------|--|
| TX CORPUS CHRISTI | ADM CO *1 |
| TX CORPUS CHRISTI | INTERSTATE GRAIN *2 |
| TX ETTER | GAVILON GRAIN LLC *5 |
| TX FT WORTH | GAVILON GRAIN LLC |
| TX FT WORTH | ATTEBURY GRAIN INC |
| TX FRIONA | GRAIN SUPPLIERS CO LLC - CHS INC |
| TX FERGUSON | AZTECA MILLING LP |
| TX GALVESTON | ADM CO |
| TX HEREFORD | ADM CO |
| TX HEREFORD | HEREFORD RENEWABLE ENERGY, LLC |
| TX HEREFORD | WHITE ENERGY |
| TX HOUSTON | LOUIS DREYFUS CORP |
| TX HOUSTON | CARGILL INC |
| TX JOEL | HEREFORD RENEWABLE ENERGY, LLC |
| TX LARIAT | AGP GRAIN COOPERATIVE |
| TX LEVELLAND | DIAMOND ETHANOL LLC *3 |
| TX PLAINVIEW | GAVILON GRAIN LLC |
| TX PLAINVIEW | PLAINVIEW BIO ENERGY, LLC |
| TX SUMMERFIELD | ADM CO |
| TX SUNRAY | SUNRAY COOP *5 |
| TX TENAHA | PILGRIMS PRIDE |
| WA ABERDEEN | AG PROCESSING INC *3 |
| WA KALAMA | KALAMA EXPORT CO |
| WA KALAMA | TEMCO LLC |
| WA LONGVIEW | EGT LLC |
| WA PLYMOUTH | AGRI NORTHWEST |
| WA SEATTLE | LOUIS DREYFUS CORP (PIER 86) |
| WA TACOMA | TEMCO LLC |
| WA TEMPLIN | TEMPLIN TERMINAL LLC |
| WA VANCOUVER | UNITED GRAIN |
| WA WALLULA | SIMPLOT LAND AND LIVESTOCK |
| WI SUPERIOR | GAVILON GRAIN LLC |
| WI SUPERIOR | CHS INC |
| WI SUPERIOR | GENERAL MILLS INC |

NOTE *1 CARE OF PARTY MUST BE ADM
 NOTE *2 CARE OF PARTY MUST BE INTERSTATE GRAIN
 NOTE *3 DEP INCENTIVE WILL BE PAID DIRECTLY TO THE SERVING RAILROAD.
 NOTE *4 CARE OF PARTY MUST BE BULK SERVICES
 NOTE *5 CYCLE TIME AGREEMENT APPLIES

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SPECIAL RULES - LIMITED TO REFERENCES MADE ELSEWHERE IN TARIFF

2. APPLIES TO SHIPMENTS OF THE FOLLOWING COMMODITIES MOVING UNDER THE PROVISIONS OF BNSF SHUTTLE COTS AS DEFINED IN BNSF 4091 SERIES:

| COMMODITY | STCC | COMMODITY | STCC |
|-----------|--------|----------------|-----------|
| CORN | 01-132 | MILO | 01-136 |
| SOYBEANS | 01-144 | WHEAT | 01-137 |
| BARLEY | 01-131 | CRACKED CORN | 20-419-79 |
| FLAXSEED | 01-142 | OTHER OILSEEDS | 01-149 |
| PEAS | 01-342 | LENTILS | 01-343-10 |

- 3. THIS PROVISION IS CANCELLED.
- 4. ALL SHIPMENTS MUST BE IMMEDIATELY ACCEPTED FOR PLACEMENT BY THE DESTINATION FACILITY UPON ARRIVAL AT DESTINATION FACILITY. NO RELIEF FOR SATURDAYS, SUNDAYS OR HOLIDAYS (EXCEPT NEW YEARS DAY, THANKSGIVING DAY, AND CHRISTMAS DAY). THE DESTINATION FACILITY MUST RECEIVE THE ENTIRE UNIT IN ONE INITIAL SWITCH; NO SECOND SWITCHING WILL BE PERMITTED. TRAINS STAGED SHORT OF DESTINATION FOR CUSTOMER'S CONVENIENCE WILL NOT QUALIFY FOR DEP PAYMENT.
- 5. IF CARS ARE CONSTRUCTIVELY PLACED SHORT OF DESTINATION UNIT WILL NOT QUALIFY FOR INCENTIVE ALLOWANCE PAYMENT. AT THE DISCRETION OF THE GRAIN DESK, THE UNLOADING FACILITY WILL BE CHARGED \$1,000.00 PER HOUR FOR SHUTTLE TRAINS THAT ARE CONSTRUCTIVELY PLACED SHORT OF UNLOADING FACILITY.
- 6. CARS MUST BE FULLY UNLOADED, RELEASED AS A UNIT AND RETURNED TO BNSF AS A UNIT WITHIN 15 HOURS OF ACTUAL PLACEMENT AT ELEVATOR. FOR ELEVATORS NOT DIRECTLY SERVED BY THE BNSF, CARS MUST BE FULLY UNLOADED, RELEASED AS A UNIT AND RETURNED EMPTY IN INTERCHANGE TO BNSF AS A UNIT WITHIN 24 HOURS OF THE INITIAL INTERCHANGE. CARS PRESENTED AS A BLOCK MUST BE RETURNED AS A BLOCK. ALL AIR HOSES MUST BE COUPLED AND ANGLE COCKS LEFT OPEN. CUSTOMER WILL ENSURE ALL HOPPER CAR GATES AND HATCHES ARE PROPERLY CLOSED AND SECURED WHEN RELEASED TO BNSF. CARS WHICH CAN ONLY BE PARTIALLY DISCHARGED BECAUSE OF A MECHANICAL MALFUNCTION WILL NOT DISQUALIFY THE SHIPMENT IF THE RECEIVER SEEKS IMMEDIATE BNSF ASSISTANCE WITH MALFUNCTIONING CAR(S) AND DOCUMENTS EACH OCCURRENCE. FAILURE TO SEEK ASSISTANCE AND DOCUMENT OCCURRENCE WILL DISQUALIFY SHIPMENT. DESTINATION FACILITY WILL PROVIDE LOCAL BNSF FORCES AN ADVANCE SWITCH LIST OF THE EMPTY UNIT IN TRACK ORDER.
- 7. CUSTOMER WILL ADVISE BNSF AT LEAST FOUR (4) HOURS IN ADVANCE OF THE TIME OF RELEASE AT DESTINATION. DISPUTED TIMES WILL BE ADJUSTED IF PROPERLY DOCUMENTED DURING THE FOLLOWING BUSINESS DAY OF SUCH OCCURRENCE. CUSTOMERS WILL ADVISE THE GRAIN DESK AT 1-800-234-9396, OPTION 4, OF THE TIME OF RELEASE AT THE DESTINATION.

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- 8. CARS WITH MECHANICAL FAILURES EN ROUTE OR WHICH ARE OTHERWISE SEPARATED FROM THE SET WILL CONTINUE TO BE CONSIDERED AS PART OF THE SHIPMENT FOR PURPOSES OF APPLYING INCENTIVE ALLOWANCE.
- 9. DEP TRAINS WILL BE GOVERNED UNDER BNSF TARIFF 6004 FOR DEMURRAGE AT DESTINATION.
- 10. SHIPMENTS MOVING UNDER THIS PROGRAM WHICH ARE DIVERTED OR RECONSIGNEED WILL NOT QUALIFY UNLESS APPROVED IN ADVANCE BY THE MANAGERS OF OPERATIONS LOGISTICS AT (800) 234-9396 PROMPT 2 - 2.
- 11. THE PROVISIONS OF THIS CONTRACT IN EFFECT ON THE DATE OF SHIPMENT WILL GOVERN.
- 12. CLAIMS FOR INCENTIVE ALLOWANCE MUST BE SUBMITTED NO LATER THAN FIVE (5) BUSINESS DAYS AFTER ACTUAL PLACEMENT AT DESTINATION. CLAIMS MUST BE COMPLETED ONLINE AT THE BNSF SITE PROVIDED. PER CAR INCENTIVE ALLOWANCE WILL BE PAID ONCE AND ONLY ONCE THE TERMS OF THIS TARIFF HAVE BEEN MET. CLAIMS WILL BE PAID ONLY TO THE CUSTOMER LISTED AT THAT LOCATION IN THE TABLE IN PARAGRAPH (1). BNSF SHALL MAKE EVERY EFFORT TO PAY CLAIM WITHIN THIRTY (30) DAYS AFTER RECEIPT, PROVIDED ALL FREIGHT CHARGES DUE BNSF FOR SAID SHIPMENTS HAVE BEEN PAID.
- 13. CUSTOMER ENTITLED TO RECEIVE DEP ALLOWANCE MUST BE SET UP TO RECEIVE DEP ALLOWANCE VIA EFT (ELECTRONIC FUNDS TRANSFER) PAYMENT. ALL DEP ALLOWANCES WILL BE PAID VIA EFT DIRECTLY TO CUSTOMERS ACCOUNT.
- 14. ALL BNSF SERVED DESTINATIONS MUST RELEASE EMPTY SHUTTLE EQUIPMENT TO THE BNSF ELECTRONICALLY VIA EDI OR SWITCH AND RELEASE.
- 15. INTERLINE RECEIVED CORN (STCC 01-132) AND SOYBEANS (STCC 01-144) SHUTTLES FROM THE CME ARE ALSO ENTITLED TO THE ALLOWANCE IN THIS ITEM, PROVIDING ALL TERMS AND CONDITIONS ARE MET.
- 16. ONLY SHIPMENTS BILLED VIA ELECTRONIC DATA EXCHANGE ("EDE") TARIFF WILL QUALIFY FOR INCENTIVE ALLOWANCE. FREIGHT PAYER MUST PROVIDE COMPLETE EDE BILL OF LADING NOT LATER THAN TIME OF LOADED RELEASE. EXCEPTION: EDE BILLING ON MIXED COMMODITY SHIPMENTS; TO QUALIFY FOR MULTI-CAR RATES WHEN MORE THAN ONE COMMODITY IS USED IN THE SHIPMENT, EDE CUSTOMERS MAY PREPARE EACH COMMODITY ON A SEPARATE BILL OF LADING. HOWEVER, THE BILLS OF LADING MUST BE CROSS-REFERENCED AND SUBMITTED AT THE SAME TIME. EACH EDE BILL OF LADING MUST CONTAIN UNIQUE EDE.

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BNSF 4022, ITEM 39013

RATE ITEM PRICE LIST

GENERAL RULES

- Freight charges must be prepaid.
- Price applies in United States funds.
- Rates in this item will be charged on equipment which is certified in the uniform machine language equipment register (UMLER) to load to a gross weight of 286,000 pounds (heavy axle-HA), and has 5001 cubic feet capacity or more, regardless of actual lading weight. See Item 11030 exception 1 of BNSF 4022-Series.
- Price applies for shuttle train shipments only.
- Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3376-Series, Section B (\$2.50 Strike Price), of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.
- 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.
- Prices in this Rate Item Price List alternate with other Rate Item Price Lists.

COMMODITY DEFINITIONS

| STCC | DESCRIPTION |
|------|--|
| | COMMODITY GROUP - 39000 CORN STCCS (REN) (REN) |
| | 01132 CORN EXC. POPCORN SEE 01152 THE EAR, NOT SHELLLED, DRIED |
| | 2041979 CORN, CRACKED |

COLUMN HEADING DEFINITIONS

| COLUMN LABEL | DESCRIPTION |
|--------------|---------------------------------|
| COM | COMMODITY |
| WGT | WEIGHT CONDITION |
| EQP | EQUIPMENT |
| DTE | PRICE EFFECTIVE/EXPIRATION DATE |
| SHP | SHIPPING CONDITION |

COLUMN NOTATIONS

| NOTATION | DESCRIPTION |
|----------|-----------------------------|
| + | DESIGNATES SWITCHING LIMITS |
| CU | PER CUBIC FOOT UNIT |
| GT | PER GROSS TON |
| LB | PER POUND |
| PA | PER CONTAINER |

**BNSF RAILWAY COMPANY
CARLOAD**

**PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 39013
CUSTOMER COPY**

**EFFECTIVE: DEC 21, 2013
EXPIRATION: MAR 31, 2014**

AMENDMENT/REV: 3

RATE ITEM PRICE LIST

| NOTATION | DESCRIPTION |
|-----------------|-----------------------|
| PC | PER CAR |
| PF | PER CUBIC FOOT |
| PH | PER HUNDRED POUNDS |
| PK | PER CORD |
| PM | PER MILE |
| PT | PER NET TON |
| PV | PER VEHICLE |
| PW | PERCENTAGE OF CHARGES |
| TN | PER TRAIN |
| TR | PER TRAILER |

RATE ITEM PRICE LIST

RATE LEVEL CONDITIONS

***** THIS SECTION APPLIES TO INDIVIDUAL RATES *****

Grp50 12/21/2013

COMMODITY DEFINITIONS

| CODE | STCC | DESCRIPTION |
|------|------|---|
| C01 | | COMMODITY GROUP - 39000 CORN STCCS (REN) 01132 CORN EXC. POPCORN SEE 01152 THE EAR, NOT SHELLLED, DRIED 2041979 CORN, CRACKED |

EQUIPMENT DESCRIPTIONS

| CODE | DESCRIPTION |
|-------------------------------|---|
| 4022 C1 SHTL EQCW LO LT-2 | Price applies in covered hoppers. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 268,000 pounds (See Item 11030 exception 1 and Item 12164 of this tariff for governing provisions) and has cubic capacity greater than 0 but less than 5000 cubic feet. |
| 4022 C3 SHTL EQCW LO HVY-2 | Price applies in covered hoppers. Price applies if minimum tender per shipment is equal to or greater than 110 cars and equal to but not exceeding 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 286,000 pounds (Heavy Axle-HA), and has a cubic capacity equal to or greater than 4750 cubic feet, but less than 5000 cubic feet, regardless of actual lading weight. (See Item 11030 exception 1 and item 12164 of this tariff for governing provisions). |
| 4022 C4 SHTL EQCW HI HVY-2 | Price applies in covered hoppers. Price applies if minimum tender per shipment is equal to or greater than 110 cars and equal to but not exceeding 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 286,000 pounds (Heavy Axle-HA), and has a cubic capacity equal to or greater than 5001 cubic feet, regardless of actual lading weight. (See Item 11030 exception 1 and item 12164 of this tariff for governing provisions). |
| 4022 C2 SHTL EQCW LGT-2 | Price applies in covered hoppers. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 268,000 pounds (See Item 11030 exception 1 and Item 12164 of this tariff for governing provisions) and has cubic capacity greater than 1 but less than 5000 cubic feet. |

CHANGE INDICATOR DESCRIPTIONS

| CODE | DESCRIPTION |
|------|-------------|
| A | ADDITION |
| I | INCREASE |
| D | DECREASE |
| C | CHANGE |
| M | MULTIPLE |

BNSF RAILWAY COMPANY
CARLOAD

PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 39013
CUSTOMER COPY

EFFECTIVE: DEC 21, 2013
EXPIRATION: MAR 31, 2014

AMENDMENT/REV: 3

RATE ITEM PRICE LIST

| CODE | DESCRIPTION |
|------|-------------|
| X | EXPIRE |

RATE ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 4022 C1 SHTL EQCW LO LT-2 | 4022 C3 SHTL EQCW LO HVY-2 | 4022 C4 SHTL EQCW HI HVY-2 | 4022 C2 SHTL EQCW LGT-2 | | | CHG IND | DTE | SHP |
|---------------------|---------------------------------|-------------|-----|-----|------------------------------------|-------------------------------------|-------------------------------------|----------------------------------|--|--|---------|-----|-----|
| ST CLOUD, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4500 PC | 4750 PC | 5000 PC | | | | C | | |
| ULEN, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4464 PC | 4712 PC | 4960 PC | | | | C | | |
| WALNUT GROVE, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4491 PC | 4741 PC | 4990 PC | | | | C | | |
| WARREN, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4464 PC | 4712 PC | 4960 PC | | | | C | | |
| CHESTER, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 3330 PC | 3515 PC | 3700 PC | | | | C | | |
| GLENDIVE, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4253 PC | 4489 PC | 4725 PC | | | | C | | |
| KINTYRE, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 3913 PC | 4157 PC | 4400 PC | | | | C | | |
| TUNIS, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 3443 PC | 3634 PC | 3825 PC | | | | C | | |
| ALTON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4455 PC | 4703 PC | 4950 PC | | | | C | | |
| ARVILLA, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4437 PC | 4684 PC | 4930 PC | | | | C | | |
| AYR, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4437 PC | 4684 PC | 4930 PC | | | | C | | |
| BEREA, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4437 PC | 4684 PC | 4930 PC | | | | C | | |
| BERNARD, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4581 PC | 4836 PC | 5090 PC | | | | C | | |
| BERTHOLD, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4363 PC | 4607 PC | 4850 PC | | | | C | | |
| BISBEE, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4440 PC | 4685 PC | 4930 PC | | | | C | | |
| BOTTINEAU, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4470 PC | 4442 PC | 4960 PC | | | | C | | |
| BOYLE, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4401 PC | 4646 PC | 4890 PC | | | | C | | |
| CASSELTON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4693 PC | 4940 PC | | | | C | | |
| CRYSTAL, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4464 PC | 4712 PC | 4960 PC | | | | C | | |
| DOYON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4410 PC | 4655 PC | 4900 PC | | | | C | | |
| DRAYTON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4455 PC | 4703 PC | 4950 PC | | | | C | | |
| EDGELEY, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4527 PC | 4779 PC | 5030 PC | | | | C | | |

RATE ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 4022 C1 SHTL EQCW LO LT-2 | 4022 C3 SHTL EQCW LO HVY-2 | 4022 C4 SHTL EQCW HI HVY-2 | 4022 C2 SHTL EQCW LGT-2 | | | CHG IND | DTE | SHP |
|----------------------------|---------------------------------|-------------|-----|-----|------------------------------------|-------------------------------------|-------------------------------------|----------------------------------|--|--|---------|-----|-----|
| ELDRIDGE, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4401 PC | 4646 PC | 4890 PC | | | | C | | |
| FINLEY, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4693 PC | 4940 PC | | | | C | | |
| HAMBERG, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4383 PC | 4627 PC | 4870 PC | | | | C | | |
| HANNAFORD, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4693 PC | 4940 PC | | | | C | | |
| HEBRON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4401 PC | 4646 PC | 4890 PC | | | | C | | |
| HENSLER, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4257 PC | 4494 PC | 4730 PC | | | | C | | |
| JAMESTOWN, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4392 PC | 4636 PC | 4880 PC | | | | C | | |
| KINDRED, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4455 PC | 4703 PC | 4950 PC | | | | C | | |
| LAKOTA, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4410 PC | 4655 PC | 4900 PC | | | | C | | |
| MAYVILLE, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4693 PC | 4940 PC | | | | C | | |
| MILTON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4464 PC | 4712 PC | 4960 PC | | | | C | | |
| NEW ROCKFORD, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4383 PC | 4627 PC | 4870 PC | | | | C | | |
| NEW SALEM, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4401 PC | 4646 PC | 4890 PC | | | | C | | |
| NILES, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4410 PC | 4655 PC | 4900 PC | | | | C | | |
| NORTH GRAND FORKS, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4693 PC | 4940 PC | | | | C | | |
| OAKES, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4581 PC | 4836 PC | 5090 PC | | | | C | | |
| PARK RIVER, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4455 PC | 4703 PC | 4950 PC | | | | C | | |
| ROSS, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4363 PC | 4607 PC | 4850 PC | | | | C | | |
| RUGBY, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4430 PC | 4675 PC | 4920 PC | | | | C | | |
| SCRANTON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4451 PC | 4696 PC | 4940 PC | | | | C | | |
| STERLING, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4401 PC | 4646 PC | 4890 PC | | | | C | | |
| SURREY, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4383 PC | 4627 PC | 4870 PC | | | | C | | |

RATE ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 4022 C1 SHTL EQCW LO LT-2 | 4022 C3 SHTL EQCW LO HVY-2 | 4022 C4 SHTL EQCW HI HVY-2 | 4022 C2 SHTL EQCW LGT-2 | | | CHG IND | DTE | SHP |
|----------------|---------------------------------|-------------|-----|-----|------------------------------------|-------------------------------------|-------------------------------------|----------------------------------|--|--|---------|-----|-----|
| THOMPSON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4693 PC | 4940 PC | | | | C | | |
| WILLISTON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4363 PC | 4607 PC | 4850 PC | | | | C | | |
| ANSELMO, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4365 PC | 4608 PC | 4850 PC | | | | C | | |
| AURORA, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4608 PC | 4864 PC | 5120 PC | | | | C | | |
| BARTLEY, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4266 PC | 4503 PC | 4740 PC | | | | C | | |
| BEATRICE, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4734 PC | 4997 PC | 5260 PC | | | | C | | |
| BENKELMAN, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 3843 PC | 4057 PC | 4270 PC | | | | C | | |
| BRADSHAW, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4617 PC | 4874 PC | 5130 PC | | | | C | | |
| BRUNSWICK, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4563 PC | 4817 PC | 5070 PC | | | | C | | |
| CULBERTSON, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4166 PC | 4403 PC | 4640 PC | | | | C | | |
| DORCHESTER, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4725 PC | 4988 PC | 5250 PC | | | | C | | |
| EDISON, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4374 PC | 4617 PC | 4860 PC | | | | C | | |
| FAIRMONT, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4725 PC | 4988 PC | 5250 PC | | | | C | | |
| FREMONT, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4734 PC | 4997 PC | 5260 PC | | | | C | | |
| FUNK, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4374 PC | 4617 PC | 4860 PC | | | | C | | |
| GURLEY, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4419 PC | 4665 PC | 4910 PC | | | | C | | |
| HASTINGS, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4455 PC | 4703 PC | 4950 PC | | | | C | | |
| HEMINGFORD, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4401 PC | 4646 PC | 4890 PC | | | | C | | |
| LINCOLN, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4725 PC | 4988 PC | 5250 PC | | | | C | | |
| LOOMIS, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4365 PC | 4608 PC | 4850 PC | | | | C | | |
| MOTALA, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4374 PC | 4617 PC | 4860 PC | | | | C | | |
| O NEILL, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4554 PC | 4807 PC | 5060 PC | | | | C | | |

BNSF 4022, ITEM 69105

BNSF RAILWAY COMPANY
CARLOAD

PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 69105
CUSTOMER COPY

EFFECTIVE: DEC 14, 2013
EXPIRATION: MAR 31, 2014

AMENDMENT/REV: 7

RATE ITEM PRICE LIST

GENERAL RULES

- Freight charges must be prepaid, or freight charges must be collect.
- Price applies in United States funds.
- Price applies for shuttle train shipments only.
- 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.
- Note: Hold charge for shipments held short of billed destination facility. Shipments moving under the provisions of this item which must be held by the CN short of the billed delivery destination for any reason not attributable to the CN will be subject to a hold charge of \$50.00 per car per day or fraction thereof. The number of chargeable days shall be the number of 24 hour periods or fractions thereof between the first 00:01 hours after notice of such holding is given to the consignee and the time CN is given authorization to release said cars for subsequent delivery. Above charge(s) will be assessed against the billed consignee and will accrue to the CN.
- Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3376-Series, Section B (\$2.50 Strike Price), of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.
- Prices in this Rate Item Price List alternate with other Rate Item Price Lists.

COMMODITY DEFINITIONS

| STCC | DESCRIPTION |
|-------|-----------------------|
| 01144 | SOYBEANS (SOYA BEANS) |

COLUMN HEADING DEFINITIONS

| COLUMN LABEL | DESCRIPTION |
|--------------|---------------------------------|
| COM | COMMODITY |
| WGT | WEIGHT CONDITION |
| EQP | EQUIPMENT |
| DTE | PRICE EFFECTIVE/EXPIRATION DATE |
| SHP | SHIPPING CONDITION |

COLUMN NOTATIONS

| NOTATION | DESCRIPTION |
|----------|-----------------------------|
| + | DESIGNATES SWITCHING LIMITS |
| CU | PER CUBIC FOOT UNIT |
| GT | PER GROSS TON |
| LB | PER POUND |
| PA | PER CONTAINER |
| PC | PER CAR |

BNSF RAILWAY COMPANY
CARLOAD

PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 69105
CUSTOMER COPY

EFFECTIVE: DEC 14, 2013
EXPIRATION: MAR 31, 2014

AMENDMENT/REV: 7

RATE ITEM PRICE LIST

| NOTATION | DESCRIPTION |
|----------|-----------------------|
| PF | PER CUBIC FOOT |
| PH | PER HUNDRED POUNDS |
| PK | PER CORD |
| PM | PER MILE |
| PT | PER NET TON |
| PV | PER VEHICLE |
| PW | PERCENTAGE OF CHARGES |
| TN | PER TRAIN |
| TR | PER TRAILER |

RATE ITEM PRICE LIST

RATE LEVEL CONDITIONS

***** THIS SECTION APPLIES TO INDIVIDUAL RATES *****

Grp 50 - 12/14/13

COMMODITY DEFINITIONS

| CODE | STCC | DESCRIPTION |
|------|-------|-----------------------|
| C01 | 01144 | SOYBEANS (SOYA BEANS) |

EQUIPMENT DESCRIPTIONS

| CODE | DESCRIPTION |
|--------------------------------------|---|
| 39606 C1 110- 120 LT 5000 CU-2 | Price applies in covered hoppers, with Mechanical Designations code LO. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars with cubic capacity equal to or greater than 1 cubic foot and equal to or less than 5000 cubic feet. |
| 39606 C2 110- 120 GT 5000 CU-2 | Price applies in covered hoppers, with Mechanical Designations code LO. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars with cubic capacity equal to or greater than 5001 cubic feet. |

CHANGE INDICATOR DESCRIPTIONS

| CODE | DESCRIPTION |
|------|-------------|
| A | ADDITION |
| I | INCREASE |
| D | DECREASE |
| C | CHANGE |
| M | MULTIPLE |
| X | EXPIRE |

RATE ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 39606 C1 110-120 LT 5000 CU-2 | 39606 C2 110-120 GT 5000 CU-2 | | | | | CHG IND | DTE | SHP |
|---------------------|---------------------------------|-------------|-----|-----|-------------------------------------|--|--|--|--|--|---------|-----|-----|
| MADISON, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4950 PC | 5500 PC | | | | | | | |
| MAYNARD, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4941 PC | 5490 PC | | | | | | | |
| MURDOCK, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4932 PC | 5480 PC | | | | | | | |
| NEW ULM, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4977 PC | 5530 PC | | | | | | | |
| RUTHTON, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4959 PC | 5510 PC | | | | | | | |
| SPLIT ROCK, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4914 PC | 5460 PC | | | | | | | |
| SPRINGFIELD, MN + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4968 PC | 5520 PC | | | | | | | |
| ST CLOUD, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4977 PC | 5530 PC | | | | | | | |
| ULEN, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4905 PC | 5450 PC | | | | | | | |
| WALNUT GROVE, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4968 PC | 5220 PC | | | | | | | |
| WARREN, MN | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4905 PC | 5450 PC | | | | | | | |
| BRUNSWICK, MO + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4923 PC | 5470 PC | | | | | | | |
| HARDIN, MO + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4869 PC | 5410 PC | | | | | | | |
| PHELPS, MO | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| ST JOSEPH, MO | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| CHESTER, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 3825 PC | 4250 PC | | | | | | | |
| GLENDIVE, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4725 PC | 5250 PC | | | | | | | |
| KINTYRE, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4446 PC | 4990 PC | | | | | | | |
| TUNIS, MT | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 3938 PC | 4375 PC | | | | | | | |
| ALTON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| ARVILLA, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| AYR, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |

RATE ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 39606 C1 110-120 LT 5000 CU-2 | 39606 C2 110-120 GT 5000 CU-2 | | | | | CHG IND | DTE | SHP |
|-----------------|---------------------------------|-------------|-----|-----|-------------------------------------|--|--|--|--|--|---------|-----|-----|
| BEREA, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| BERNARD, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 5004 PC | 5560 PC | | | | | | | |
| BERTHOLD, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4914 PC | 5460 PC | | | | | | | |
| BISBEE, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4905 PC | 5450 PC | | | | | | | |
| BOTTINEAU, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4941 PC | 5490 PC | | | | | | | |
| BOYLE, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| CASSELTON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| CRYSTAL, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4905 PC | 5450 PC | | | | | | | |
| DOYON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| DRAYTON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| EDGELEY, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 5004 PC | 5560 PC | | | | | | | |
| ELDRIDGE, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| FINLEY, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| HAMBERG, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| HANNAFORD, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| HEBRON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| HENSLER, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| JAMESTOWN, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4869 PC | 5410 PC | | | | | | | |
| KINDRED, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| LAKOTA, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| MAYVILLE, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| MILTON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4905 PC | 5450 PC | | | | | | | |

RATE ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 39606 C1 110-120 LT 5000 CU-2 | 39606 C2 110-120 GT 5000 CU-2 | | | | | CHG IND | DTE | SHP |
|-------------------------|---------------------------------|-------------|-----|-----|-------------------------------------|--|--|--|--|--|---------|-----|-----|
| NEW ROCKFORD, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| NEW SALEM, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| NILES, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| NORTH GRAND FORKS, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| OAKES, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 5004 PC | 5560 PC | | | | | | | |
| PARK RIVER, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| ROSS, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| RUGBY, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| SCRANTON, ND + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4923 PC | 5470 PC | | | | | | | |
| STERLING, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4878 PC | 5420 PC | | | | | | | |
| SURREY, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4869 PC | 5410 PC | | | | | | | |
| THOMPSON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4887 PC | 5430 PC | | | | | | | |
| WILLISTON, ND | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4896 PC | 5440 PC | | | | | | | |
| ANSELMO, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4653 PC | 5170 PC | | | | | | | |
| AURORA, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4734 PC | 5260 PC | | | | | | | |
| BARTLEY, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4662 PC | 5180 PC | | | | | | | |
| BEATRICE, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4770 PC | 5300 PC | | | | | | | |
| BENKELMAN, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4617 PC | 5130 PC | | | | | | | |
| BRADSHAW, NE + | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4743 PC | 5270 PC | | | | | | | |
| BRUNSWICK, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 5004 PC | 5560 PC | | | | | | | |
| CULBERTSON, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4637 PC | 5155 PC | | | | | | | |
| DORCHESTER, NE | 4022 69XXX DEST GRP 50 PNW + | BNSF DIRECT | C01 | | 4761 PC | 5290 PC | | | | | | | |

BNSF RAILWAY COMPANY
CARLOAD

PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 69105
CUSTOMER COPY

EFFECTIVE: DEC 14, 2013
EXPIRATION: MAR 31, 2014

AMENDMENT/REV: 7

RATE ITEM PRICE LIST

DESTINATION GEOGRAPHY GROUPS

GROUP - 4022 69XXX DEST GRP 50 PNW (REN)
PORTLAND,OR +
ABERDEEN,WA
KALAMA,WA
LONGVIEW,WA +
SEATTLE,WA +
TACOMA,WA +
VANCOUVER,WA +

GROUP - 4022 61900GP51 TX GULF GROUP (REN)
BEAUMONT,TX +
GALVESTON,TX +
HOUSTON,TX +

GROUP - 4022 61900GP53 HEAD OF LAKES (REN)
DULUTH,MN +
SUPERIOR,WI +

RATE ITEM PRICE LIST

EXTERNAL NOTES

| REVISION | NOTE DATE | DESCRIPTION |
|----------|------------|----------------|
| 7 | 12-11-2013 | Extended item. |
| 6 | 12-04-2013 | Added rates. |
| 5 | 10-30-2013 | Added rates. |
| 4 | 10-11-2013 | Added rates. |
| 3 | 10-07-2013 | Added rates. |
| 2 | 09-25-2013 | Added rates. |
| 1 | 09-12-2013 | Added rates |
| 0 | 08-23-2013 | New item. |

BNSF 4022, ITEM 43908

COMBO ITEM PRICE LIST

GENERAL RULES

-Freight charges must be prepaid.
 -Price applies in United States funds.
 -Add the destination rates to the origin rates to arrive at the total through rate. These rates are subject to overload provisions as published in Items 490 through 540, tariff ICC-BNSF 6100 series. If 286,000 lb gross weight on rail equipment is furnished, refer to Item 12164. Mixed shipments of commodities are governed by Item 12310, BNSF tariff 4022 - series. Column 1 & 2 DET application rules: 1. All terms of Item 13504 must be met. 2. LOAD BY ONE CONSIGNOR AT ONE ORIGIN ELEVATOR CAPABLE OF LOADING ALL CARS IN A SINGLE SWITCH AND BILL TO A MAXIMUM OF (FOUR) 4 DESTINATIONS. 3. IF BILLING THE ENTIRE TRAIN TO ONLY CALIFORNIA AND/OR ARIZONA DESTINATION FACILITIES, NO CARS CAN BE BILLED TO ANY DESTINATION FACILITY IN THE STATES OF WASHINGTON AND/OR OREGON. 4. A MINIMUM OF 26 AND A MAXIMUM OF 60 CARS CAN BE BILLED TO SOUTHERN CALIFORNIA DESTINATIONS, WITH THE REMAINING CARS BILLED TO WASHINGTON AND/OR OREGON DESTINATIONS. NO OTHER SPLITS BETWEEN CALIFORNIA/ARIZONA AND WASHINGTON/OREGON DESTINATION FACILITIES WILL BE ALLOWED. 5. BE PRE-BLOCKED BY CONSIGNOR AT ORIGIN IN UNITS OF NOT LESS THAN 26 CARS. DESTINATION FACILITIES MUST BE CAPABLE OF UNLOADING NOT LESS THAN 26 CARS IN A SINGLE SWITCH. FOR THE PNW, BLOCKS FOR SPOKANE, WA MUST BE ON THE HEAD END OF THE TRAIN. FOR CALIFORNIA, BLOCKS FOR VERDEMONTE, CA MUST BE ON THE HEAD END. PNW BLOCKS MUST BE AHEAD OF ANY CALIFORNIA BLOCKS, WHERE APPLICABLE. 6. Bill on multiple bills of lading, cross referenced to one another, noting that they are part of a 110 car or more unit train. 7. Include single freight payor with billing instructions specifying consignees, final destinations and all routing instructions.
 -Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3376-Series, Section B (\$2.50 Strike Price), of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.
 -Prices in this Combo Item Price List (Unexploded) do not alternate with other Combo Item Price List (Unexploded)s.

COMMODITY DEFINITIONS

| STCC | DESCRIPTION |
|-------------|--------------------------------|
| 01137 | WHEAT EXC. BUCKWHEAT SEE 01139 |

COLUMN HEADING DEFINITIONS

| COLUMN LABEL | DESCRIPTION |
|---------------------|---------------------------------|
| COM | COMMODITY |
| WGT | WEIGHT CONDITION |
| EQP | EQUIPMENT |
| DTE | PRICE EFFECTIVE/EXPIRATION DATE |
| SHP | SHIPPING CONDITION |

COLUMN NOTATIONS

| NOTATION | DESCRIPTION |
|-----------------|-----------------------------|
| + | DESIGNATES SWITCHING LIMITS |
| CU | PER CUBIC FOOT UNIT |
| GT | PER GROSS TON |
| LB | PER POUND |

COMBO ITEM PRICE LIST

| NOTATION | DESCRIPTION |
|----------|-----------------------|
| PA | PER CONTAINER |
| PC | PER CAR |
| PF | PER CUBIC FOOT |
| PH | PER HUNDRED POUNDS |
| PK | PER CORD |
| PM | PER MILE |
| PT | PER NET TON |
| PV | PER VEHICLE |
| PW | PERCENTAGE OF CHARGES |
| TN | PER TRAIN |
| TR | PER TRAILER |

COMBO ITEM PRICE LIST

N Dakota 1/16/14

COMMODITY DEFINITIONS

| CODE | STCC | DESCRIPTION |
|-------------|-------------|--------------------------------|
| C01 | 01137 | WHEAT EXC. BUCKWHEAT SEE 01139 |

EQUIPMENT DESCRIPTIONS

| CODE | DESCRIPTION |
|-----------------------------------|--|
| 4022 43X C1 EQCW DET LGT-2 | Price applies for DET's and Single Destination DET 's (See Item 13504). Price applies in covered hoppers, with Mechanical Designations code LO. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 268,000 pounds. (See Item 11030 exception 1 and item 12164 of this tariff for governing provisions). |
| 4022 43X C2 EQCW DET HVY-2 | Price applies for DET's and Single Destination DET 's (See Item 13504). Price applies in covered hoppers, with Mechanical Designations code LO. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 286,000 pounds. (See Item 11030 exception 1 and item 12164 of this tariff for governing provisions). |
| 4022 43X C3 EQCW SHTL LGT-2 | Price applies on Shuttles (Item 13600). Price applies in covered hoppers with mechanical designation code LO. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 268,000 pounds. (See item 11030 Exception 1 and item 12164 of this tariff for governing provisions). |
| 4022 43X C4 EQCW SHTL HVY-2 | Price applies on Shuttles (Item 13600). Price applies in covered hoppers with mechanical designation code LO. Price applies if minimum tender per shipment is 110 cars and maximum not greater than 120 cars. Price applies on all equipment registered in the Uniform Machine Language Equipment Register (UMLER) to load to a gross weight of 286,000 pounds. (See item 11030 Exception 1 and item 12164 of this tariff for governing provisions). |

CHANGE INDICATOR DESCRIPTIONS

| CODE | DESCRIPTION |
|-------------|--------------------|
| A | ADDITION |
| I | INCREASE |
| D | DECREASE |
| C | CHANGE |
| M | MULTIPLE |
| X | EXPIRE |

COMBO ITEM PRICE LIST

N Dakota 1/16/14
All prices in U.S. dollars

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 4022 43X C1 EQCW DET LGT-2 | 4022 43X C2 EQCW DET HVY-2 | 4022 43X C3 EQCW SHTL LGT- 2 | 4022 43X C4 EQCW SHTL HVY-2 | | | CHG IND | DTE | SHP |
|----------------------------|-------------|-------------|-----|-----|----------------------------------|----------------------------------|---------------------------------------|--------------------------------------|--|--|---------|-----|-----|
| ALTON, ND + | | BNSF DIRECT | C01 | | 5082 PC | 5539 PC | 4852 PC | 5289 PC | | | | | |
| ARVILLA, ND | | BNSF DIRECT | C01 | | 5064 PC | 5520 PC | 4834 PC | 5269 PC | | | | | |
| AYR, ND + | | BNSF DIRECT | C01 | | 5069 PC | 5525 PC | 4839 PC | 5275 PC | | | | | |
| BEREA, ND + | | BNSF DIRECT | C01 | | 5069 PC | 5525 PC | 4839 PC | 5275 PC | | | | | |
| BERNARD, ND + | | BNSF DIRECT | C01 | | 5086 PC | 5544 PC | 4856 PC | 5293 PC | | | | | |
| BERTHOLD, ND + | | BNSF DIRECT | C01 | | 4937 PC | 5381 PC | 4707 PC | 5131 PC | | | | | |
| BISBEE, ND + | | BNSF DIRECT | C01 | | 5046 PC | 5500 PC | 4816 PC | 5249 PC | | | | | |
| BOTTINEAU, ND + | | BNSF DIRECT | C01 | | 5037 PC | 5490 PC | 4807 PC | 5240 PC | | | | | |
| BOYLE, ND + | | BNSF DIRECT | C01 | | 4711 PC | 5135 PC | 4481 PC | 4884 PC | | | | | |
| BUCYRUS, ND | | BNSF DIRECT | C01 | | 4778 PC | 5208 PC | 4548 PC | 4957 PC | | | | | |
| CASSELTON, ND + | | BNSF DIRECT | C01 | | 5074 PC | 5531 PC | 4844 PC | 5280 PC | | | | | |
| CRYSTAL, ND | | BNSF DIRECT | C01 | | 5088 PC | 5546 PC | 4858 PC | 5295 PC | | | | | |
| DOYON, ND | | BNSF DIRECT | C01 | | 5056 PC | 5511 PC | 4826 PC | 5260 PC | | | | | |
| DRAYTON, ND + | | BNSF DIRECT | C01 | | 5087 PC | 5545 PC | 4857 PC | 5294 PC | | | | | |
| EDGELEY, ND + | | BNSF DIRECT | C01 | | 5081 PC | 5538 PC | 4851 PC | 5288 PC | | | | | |
| ELDRIDGE, ND | | BNSF DIRECT | C01 | | 5061 PC | 5516 PC | 4831 PC | 5266 PC | | | | | |
| FINLEY, ND + | | BNSF DIRECT | C01 | | 5076 PC | 5533 PC | 4846 PC | 5282 PC | | | | | |
| HAMBERG, ND | | BNSF DIRECT | C01 | | 5030 PC | 5483 PC | 4800 PC | 5232 PC | | | | | |
| HANNAFORD, ND | | BNSF DIRECT | C01 | | 5057 PC | 5512 PC | 4827 PC | 5261 PC | | | | | |
| HEBRON, ND | | BNSF DIRECT | C01 | | 4747 PC | 5174 PC | 4517 PC | 4924 PC | | | | | |
| HENSLER, ND + | | BNSF DIRECT | C01 | | 4879 PC | 5318 PC | 4649 PC | 5067 PC | | | | | |
| JAMESTOWN, ND + | | BNSF DIRECT | C01 | | 5059 PC | 5514 PC | 4829 PC | 5264 PC | | | | | |
| KINDRED, ND + | | BNSF DIRECT | C01 | | 5081 PC | 5538 PC | 4851 PC | 5288 PC | | | | | |
| LAKOTA, ND | | BNSF DIRECT | C01 | | 5060 PC | 5515 PC | 4830 PC | 5265 PC | | | | | |
| MAYVILLE, ND + | | BNSF DIRECT | C01 | | 5072 PC | 5528 PC | 4842 PC | 5278 PC | | | | | |
| MILTON, ND + | | BNSF DIRECT | C01 | | 5093 PC | 5551 PC | 4863 PC | 5301 PC | | | | | |
| NEW ROCKFORD, ND | | BNSF DIRECT | C01 | | 5041 PC | 5495 PC | 4811 PC | 5244 PC | | | | | |
| NEW SALEM, ND | | BNSF DIRECT | C01 | | 4794 PC | 5225 PC | 4564 PC | 4975 PC | | | | | |
| NILES, ND + | | BNSF DIRECT | C01 | | 5055 PC | 5510 PC | 4825 PC | 5259 PC | | | | | |
| NORTH GRAND FORKS, ND + | | BNSF DIRECT | C01 | | 5074 PC | 5531 PC | 4844 PC | 5280 PC | | | | | |
| OAKES, ND + | | BNSF DIRECT | C01 | | 5181 PC | 5647 PC | 4951 PC | 5397 PC | | | | | |
| PARK RIVER, ND | | BNSF DIRECT | C01 | | 5086 PC | 5544 PC | 4856 PC | 5293 PC | | | | | |
| ROSS, ND + | | BNSF DIRECT | C01 | | 4885 PC | 5325 PC | 4655 PC | 5074 PC | | | | | |

BNSF RAILWAY COMPANY
CARLOAD

PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 43908
CUSTOMER COPY

EFFECTIVE: JAN 16, 2014
EXPIRATION: JUL 31, 2014

AMENDMENT/REV: 16

COMBO ITEM PRICE LIST

| ORIGIN | DESTINATION | ROUTE | COM | WGT | 4022 43X C1 EQCW DET LGT-2 | 4022 43X C2 EQCW DET HVY-2 | 4022 43X C3 EQCW SHTL LGT- 2 | 4022 43X C4 EQCW SHTL HVY-2 | | | CHG IND | DTE | SHP |
|-----------------|-------------|-------------|-----|-----|----------------------------------|----------------------------------|---------------------------------------|--------------------------------------|--|--|---------|-----|-----|
| RUGBY, ND + | | BNSF DIRECT | C01 | | 5025 PC | 5477 PC | 4795 PC | 5227 PC | | | | | |
| SCRANTON, ND + | | BNSF DIRECT | C01 | | 4673 PC | 5094 PC | 4443 PC | 4843 PC | | | | | |
| STERLING, ND + | | BNSF DIRECT | C01 | | 4878 PC | 5317 PC | 4648 PC | 5066 PC | | | | | |
| SURREY, ND | | BNSF DIRECT | C01 | | 4978 PC | 5426 PC | 4748 PC | 5175 PC | | | | | |
| THOMPSON, ND + | | BNSF DIRECT | C01 | | 5073 PC | 5530 PC | 4843 PC | 5279 PC | | | | | |
| WILLISTON, ND + | | BNSF DIRECT | C01 | | 4787 PC | 5196 PC | 4537 PC | 4945 PC | | | | | |

**BNSF RAILWAY COMPANY
CARLOAD**

**PRICE AUTHORITY: BNSF 4022
IMPLEMENTING AGREEMENT/ITEM: 43908
CUSTOMER COPY**

**EFFECTIVE: JAN 16, 2014
EXPIRATION: JUL 31, 2014**

AMENDMENT/REV: 16

COMBO ITEM PRICE LIST

DESTINATION GEOGRAPHY GROUPS

GROUP - 4022 43903 WA, EXCEPT... (REN)
State of WASHINGTON
except CHENEY,WA
except LIND,WA
except PLYMOUTH,WA
except RITZVILLE,WA
except SPOKANE,WA +
except TEMPLIN,WA

GROUP - 4022 43903 OR EXCEPT... (REN)
State of OREGON
except PORTLAND,OR +

COMBO ITEM PRICE LIST

EXTERNAL NOTES

| REVISION | NOTE DATE | DESCRIPTION |
|----------|------------|---|
| 16 | 01-13-2014 | Added rates. |
| 15 | 01-02-2014 | Reduced rates |
| 14 | 12-17-2013 | Added rates. |
| 13 | 12-12-2013 | Added condition. |
| 12 | 11-26-2013 | Added rates. |
| 11 | 11-19-2013 | Added rate. |
| 10 | 11-06-2013 | Extended until 7/31/14 and updated conditions |
| 1 | 01-07-2013 | Adding Tunis, MT and reducing Kershaw, MT |
| 0 | 12-13-2012 | New item |

LARSON EXHIBIT 2

BNSF Grain Elevator Directory Help

Contact Information

| |
|------------------------|
| Mgr: Jack Frost |
| Co-op Farmers Elevator |
| P. O. Box 73 |
| Springfield, SD 54321 |
| Phone (600) 298-1234 |
| FAX (600) 298-5567 |
| e-Mail jack@aol.com |

This section lists the contact information for marketing and sales with this facility. This office is sometimes located away from, or in another city than the facility.

Facilities Information

| | |
|------------------|----------------|
| Capacity | 100,000 bu. |
| Track Capacity | 27 cars |
| Rail Unloader | No |
| Scales and Kind | Yes Hopper |
| Railroad Service | D /BNSF |
| Grains Handled | WH SF CR SB RY |

The Facilities Information contains six parts:

1. Capacity - Total licensed capacity of elevator in bushels.
2. Track Capacity - The maximum number of cars grain covered hoppers that can be loaded or unloaded in one shipment without a switch by the railroad carrier.
3. Rail Unloader -
4. Scales and Kind - Certified scales are available at this elevator(Yes/None). The type of scale is listed; Hopper scale or a Rail scale.
5. Railroad Service - BNSF rail service to the elevator is marked either by a 'D' (direct service) or 'R' for reciprocal service). The rail carrier(s) accessing the facility are listed after the '/'.
 6. Grains Handled - Twelve different grains with two letter codes are used to list the top 5 grains handled at this facility. The codes used are listed below.

| | | |
|-------------|---------------|-----------------|
| BR - Barley | MT - Millet | SF - Sunflowers |
| CA - Canola | OT - Oats | SG - Sorghum |
| CR - Corn | RY - Rye | SS - Safflower |
| FX - Flax | SB - Soybeans | WH - Wheat |

Physical Location Information

| Facility No. | Station | State | County | OPSL No. | FSAC No. |
|--------------|-------------|-------|-----------|----------|----------|
| 5432 | Springfield | SD | Birdville | 9876.00 | 08765 |

The Physical Location Information describes where the elevator is located.

1. Facility Number - This is a five digit number assigned by BNSF Ag Commodities Marketing. This unique number is permanently assigned to the elevator. BNSF uses this number to identify and dispatch empty cars for loading to the facility.
2. Station - This is the railroad station name where the facility is located.
3. State - This is the state abbreviation where in the facility is located.
4. County - This the county name where the facility is located.
5. OPSL No. - This is the station number from the Official Railroad Station List (OPSL 6000), the public list of all North American railroad stations.
6. FSAC No. - This is BNSF internal Operations and Accounting (Freight Station Accounting Code) number for this station.

BNSF System Administration - Last update: 06/2009



BNSF Grain Elevator Directory



James Valley Grain, LLC. - Oakes , ND

[Elev Home Page](#)
[Shuttles](#)
[Help](#)



Sorry.

Bus/Merch. Contact Information

[James Valley Grain, LLC.](#)

Merch. Mgr. Myron Jepson

322 Main Ave.

Oakes , ND 58474-1636

Phone (701) 742-3363

FAX (701) 742-3365

e-Mail N/A

Facilities Information

Facil. Mgr. Myron Jepson

Capacity 8,312,000 bu.

Track Capacity 110 Cars

Handling Modes Shuttle Loader

Scales and Kind Hopper Cert'd

Railroad Service **D / RRVW/DMVW**

Grains Handled CR WH SB

Physical Location Information

| Facility No. | Station | State | County | OPSL No. | SPLC No. |
|--------------|---------|-------|--------|----------|----------|
| 1082 | Oakes | ND | Dickey | 8250.00 | 517823 |

Other elevators in Oakes , ND

1. [Shafer Seed](#) (#1083)

Other elevators with the same name

1. [James Valley Grain, LLC.](#) Verona , ND (#1149) [PIX]



BNSF Grain Elevator Directory



James Valley Grain, LLC. - Verona , ND

[Elev Home Page](#)
[Shuttles](#)
[Help](#)



Bus/Merch. Contact Information

[James Valley Grain, LLC.](#)

Merch. Mgr. Wendy Frohling

322 Main Ave.

Oakes , ND 58474-1636

Phone (701) 742-3363

FAX (701) 742-3365

e-Mail N/A

Facilities Information

Facil. Mgr. Marvin Mangin

Capacity 346,000 bu.

Track Capacity 26 Cars

Handling Modes Loader

Scales and Kind None

Railroad Service **D / RRWV**

Grains Handled WH BR CR SF SB

Physical Location Information

| Facility No. | Station | State | County | OPSL No. | SPLC No. |
|--------------|---------|-------|----------|----------|----------|
| 1149 | Verona | ND | La Moure | 8160.00 | 517463 |

Other elevators with the same name

1. [James Valley Grain, LLC](#), Oakes , ND (#1082)

Last Update November 23, 2009
Copyright © 2009 BNSF Railway Co., Ft. Worth TX, 76131

[Corrections or Update this Elevator's information](#)

LARSON EXHIBIT 3



TELEPHONE: (701) 642-8257

P.O. BOX 608, WAHPETON, NORTH DAKOTA 58074

June 4, 2013

Richard Ebel
Assistant Vice President – Shortline Development
BNSF Railway Company
2500 Lou Menk Dr,
Fort Worth, TX 76131

Dear Dick,

I am writing in response to your letter, dated May 31, 2013, in which you propose that RRVW and BNSF engage in an alternative dispute resolution process to address the issues that have arisen in connection with the proposed James Valley Grain (JVG) facility at Verona, ND. Your letter casts the situation as one involving a "dispute regarding shuttle divisions" and you invite RRVW to join BNSF at the negotiating table "to review the division of revenue charge to JVG at Verona..."

We find it ironic that BNSF is inviting us to the negotiating table at this juncture. You may recall that RRVW brought the JVG opportunity to BNSF in October 2011 and we have been trying to confirm a through rate for JVG at Verona ever since. This should have been a routine matter in light of the fact that BNSF has shuttle rates in effect at Oakes (approximately 22 miles from Verona) and Edgeley (approximately 32 miles from Verona), as well as at four other locations on RRVW. Instead, it has turned into an unproductive exercise, culminating with BNSF's outright refusal to provide JVG with through rates despite having provided such rates on 100 percent of the interline traffic handled by RRVW and BNSF since the day we started operations in 1987.

As described below, RRVW would be pleased to work cooperatively with BNSF to resolve this matter through alternative dispute resolution or otherwise. However, RRVW respectfully disagrees with your characterization of the JVG issues simply as a squabble between two railroads over divisions. As you know, as part of the transaction in which RRVW acquired its lines from BN, RRVW and BNSF entered into a Rate and Allowance Agreement under which RRVW gave BNSF a power of attorney to set through rates for all interline traffic moving over both carriers, and BNSF agreed to pay a contractual per car allowance for that traffic. That contract is a critical part of our franchise, as evidenced by the fact that *all* of the more than 800,000 carloads of interline traffic we have handled with BNSF since 1987 have moved under through rates quoted by BNSF. Never once, until now, has BNSF refused to quote a through rate to a customer on our line. BNSF's actions with respect to JVG raise fundamental questions regarding BNSF's obligations under the Rate Agreement. This is not a case of two railroads merely disagreeing over a division of revenue in an arms' length negotiation.

In view of the foregoing, RRWV is willing to consider using alternative dispute resolution to address the issues under the Rate Agreement that have arisen in the JVG situation. Those issues include (without limitation): (i) whether BNSF's fiduciary duties to RRWV under the power of attorney BNSF holds permit BNSF to withhold through rates to customers on RRWV in order to coerce allowance concessions from RRWV or for any other reason; (ii) whether, under the terms of the Rate Agreement, BNSF can apply different criteria to approval of shuttle facilities (or other types of facilities that qualify for special rates) than it applies to such facilities on its own lines; (iii) whether, under the terms of the Rate Agreement, BNSF can include in its tariffs performance incentives (e.g., OEPs) to shuttle facilities on BNSF that are materially higher than the incentives offered to shuttle facilities on RRWV; and (iv) whether, under the Rate Agreement and applicable provisions of ICCTA, BNSF can offer materially different rates/terms of service to similarly situated shuttle facilities located on RRWV. RRWV needs these issues to be resolved once and for all so that RRWV and its customers will know BNSF's obligations to them on a going forward basis. This is essential if customers are going to invest in new facilities on RRWV.

In the meantime, RRWV feels strongly that JVG should not be penalized while we sort out our differences. We urge that BNSF provide JVG with the through rates it has requested, consistent with the rates BNSF has provided to JVG's similarly situated competitors at Oakes and Edgeley. We propose that, pending our efforts to resolve our differences through alternative dispute resolution or otherwise, BNSF agree to pay to RRWV on JVG traffic from Verona an allowance that is 63 percent of the per carload allowance (as adjusted) BNSF pays to RRWV for shuttle train traffic moving from Oakes, ND.

Sincerely,



Andy Thompson

LARSON EXHIBIT 4

APPENDIX H

RATE AND ALLOWANCE AGREEMENT

This Agreement made and entered into as of this 13th day of July, 1987, by and between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, duly qualified to do business in the States of North Dakota and Minnesota, with principal offices at Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, hereinafter called "Northern", and the RED RIVER VALLEY & WESTERN RAILROAD COMPANY, a Minnesota corporation, duly qualified to do business in the States of Minnesota and North Dakota with principal offices in Wahpeton, North Dakota, hereinafter called "RRVW".

WITNESSETH:

WHEREAS, Northern has entered into a Purchase and Sale Agreement dated the same date as the date hereof (hereinafter the "Purchase Agreement") with RRVW whereby Northern will sell to RRVW certain lines of railroad and related facilities identified in Appendix A of the Purchase Agreement; and

WHEREAS, as part of said Purchase Agreement, Northern and RRVW have agreed to interchange cars at Breckenridge, Minnesota, Jamestown, North Dakota, Casselton, North Dakota and New Rockford, North Dakota, in accordance with an Interchange Agreement dated the same date as the date hereof; and

WHEREAS, Northern and RRVW desire to enter into an agreement relative to the rates and allowances which Northern

shall pay RRWV in consideration for RRWV's interchange with Northern of loaded cars, at the above points of interchange and for certain loads and empties received by RRWV at New Rockford, North Dakota for delivery to Jamestown, North Dakota and vice versa, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and agreements, the parties do hereby agree:

Section 1. Term

This Agreement shall become effective on the same date as Transfer under the Purchase Agreement ("Transfer Date") and shall remain in full force and effect for a term of forty (40) years.

Section 2. Base Per Car Allowance for Interchanged Cars

A. Northern agrees to pay RRWV a Base Per Car Allowance of three hundred three and 00/100 dollars (\$303) for each loaded car (other than intermodal traffic which shall be covered by separate agreement of the parties) interchanged with RRWV at Breckenridge, Jamestown, Casselton and New Rockford. Such fee shall be reduced to \$283 after the point in time, in each Agreement Year, that RRWV has interchanged 19,000 carloads with Northern.

B. (1) For the first 19,000 cars interchanged by RRWV with Northern from the Transfer Date, there shall be added to the Base Per Car Allowance payable under this section the sum

of twelve and 25/100 dollars (\$12.75) as a supplement to such allowance.

(2) In the event that Northern is unable to obtain the consent of the Soo Line Railroad required by Section 2.F. of the Purchase Agreement prior to Transfer thereunder, Northern agrees that from the date of Transfer until such time as the aforementioned consent is obtained, the Base Per Car Allowance shall be adjusted to reflect RRWV's increased cost of operations on a per car basis resulting from the change in operations necessitated thereby.

(3) Northern agrees to add to the Base Per Car Allowance the sum of three hundred dollars (\$300) for each carload originating or terminating at any station located on that portion of the Subject Line from but not including, Maddock, North Dakota to Esmond, North Dakota.

C. Beginning with the second Agreement Year and for each succeeding year, the Base Per Car Allowance payable under this Section shall be adjusted upward or downward upon the commencement of each Agreement Year as follows:

- (1) RRWV shall establish its actual costs for the previous Agreement Year in the following categories: (a) wages, salaries and benefits, (b) fuel, (c) materials, (d) supplies, (e) purchased services, (f) all other costs including debt service and lease obligations but excluding payments of taxes pursuant to Section 2 of the Purchase Agreement and the premiums for insurance

required pursuant to Section 8 of the Purchase Agreement.

- (2) RRVW shall apply (i) the percentage change in the Consumer Price Index as published by the U.S. Department of Commerce from the commencement of the previous Agreement Year to the termination of such Agreement Year to RRVW's category (a) costs and, (ii) the percentage change in the AAR Railroad Cost Indices, Western District, from the commencement of the previous Agreement Year to the termination of such Agreement Year to RRVW's category (b), (c), (d) and (e) costs as applicable. Such adjusted costs together with RRVW's category (f) costs, shall become RRVW's projected costs for purposes of the calculation in subparagraph 3 hereof.
- (3) The Base Per Car Allowance shall be adjusted by the percentage change in RRVW's total costs computed in accordance with subparagraph (1) hereof and those projected in accordance with subparagraph (2) hereof.
- (4) The Base Per Car Allowance shall be adjusted by one-nineteen thousandth of the difference between the estimated cost for maintenance and capital programs for the Rail Facilities for the next Agreement Year as presented to and reviewed by Northern pursuant to Section 7 of the Purchase Agreement and the estimated costs for such programs for the previous Agreement Year.

For purposes of this Section 2.C., the Base Per Car Allowance subject to adjustment at the commencement of each Agreement Year shall be the Base Per Car Allowance for the previous Agreement Year after adjustment in accordance with this Section 2.C.

D. The Base Per Car Allowance for each Agreement Year, as adjusted pursuant to Section 2. C hereof shall be increased effective as of the beginning of such year, including the first Agreement Year, as follows:

- (1) During the first Agreement Year, by an amount equal to one-nineteen thousandth, of the sum of the taxes paid by RRVW pursuant to Section 2 of the Purchase Agreement plus the annual premiums for all insurance procured by RRVW for such Agreement Year pursuant to Section 8 of the Purchase Agreement (such amount called the "Tax and Insurance Adjustment"), provided that (i) The Tax and Insurance Adjustment shall not apply to any carload interchanged with Northern in such year after the point in time that RRVW has interchanged a total of 19,000 carloads with Northern and (ii) in the event that RRVW interchanges less than 19,000 carloads with Northern during the first Agreement Year, then Northern shall be obligated to pay RRVW a sum equal to the product of the Tax and Insurance Adjustment times the difference between 19,000 carloads and the number of revenue carloads

actually interchanged with Northern in that Agreement Year. Such payment shall be made within sixty (60) days after the close of the Agreement Year.

(2) In succeeding Agreement Years, this Tax and Insurance Adjustment shall equal the sum of the taxes paid by RRWV pursuant to Section 2 of the Purchase Agreement and the annual premiums for insurance procured by RRWV for such Agreement Year pursuant to Section 8 of the Purchase Agreement divided by the total number of carloads which RRWV interchanged with Northern in the preceding twelve (12) month period ("Base Period Carload Volume"), provided that (i) Northern shall not be obligated to make any payment of the Tax and Insurance Adjustment in such year after the point in time that RRWV has interchanged carloads in excess of the Base Period Carload Volume, and (ii) in the event that RRWV has interchanged less than the Base Period Carload Volume for such Agreement Year, then Northern shall be obligated to pay RRWV, within sixty (60) days after the close of the Agreement Year a sum equal to the product of the then applicable Tax and Insurance Adjustment times the difference between the then applicable Base Period Carload Volume and the number of revenue carloads actually interchanged with Northern in that Agreement Year.

(3) The parties agree to modify the Tax and Insurance Adjustment on account of changes to the taxes or the

annual premiums for insurance as a result of dispositions or changes in the property acquired by RRVW or policy dividends, audits, surcharges, cancellations or other changes in the actual cost of such insurance.

Section 3. Other Traffic Allowance

Northern agrees to pay RRVW a fee of thirty-two and 25/100 dollars (\$32.25) for (1) each car RRVW receives from Northern at New Rockford, North Dakota for delivery, without intervening local service, to Northern at Jamestown, North Dakota and (2) for each car RRVW receives from Northern at Jamestown, North Dakota for delivery, without intervening local service, to New Rockford, North Dakota. Such fee shall be reduced to \$18 per car after the point in time in each Agreement Year that RRVW has received 5,200 such cars. Northern further agrees to tender to RRVW a minimum of 5,200 of such cars, on an annualized basis, for the first and second Agreement Years. RRVW and Northern understand and agree that Northern's minimum tender of the cars described in (1) and (2) hereof (hereinafter referred to as "Minimum Tender" whether 5,200 cars or a lesser or greater number) will be reviewed each Agreement Year beginning in the third Agreement Year within sixty (60) days of the end of the previous Agreement Year, to determine the amount of the minimum tender, if any, for that Agreement Year. Northern agrees to pay RRVW the product of \$32.25 times the

difference between the Minimum Tender and the number of cars actually tendered to RRWV in an Agreement Year. The traffic between Buyer and Seller described in this Section 3, shall not be subject to payment of the allowance provided by Section 2 hereof and will not be deemed interchanged to RRWV for any purposes, including but not limited to, for purposes of the payment of car hire and liability for freight loss and damage claims.

Section 4. Reciprocal Switching.

Northern agrees that it will assume all charges for reciprocal switching made by third parties with respect to traffic interchanged with Northern, and that it will hold RRWV harmless from any such charges. Northern will transfer to RRWV all agreements for reciprocal switching performed on the Rail Facilities and Subject Line (as defined in the Purchase Agreement). RRWV shall have the right to collect the income attributable to any reciprocal switching services it performs on the Rail Facilities and Subject Line.

Section 5. Tariffs and Contracts.

A. RRWV agrees that it shall grant Northern power of attorney to make, enter into, alter, change, and otherwise establish tariff charges and contracts relative to the transportation of commodities interchanged with Northern to and from and on the Subject Line. Such power of attorney shall prohibit any action by Seller that would (i) offset, in whole

or in part, the application of Buyer's demurrage or switching tariffs in establishing Seller's line-haul rates; or (ii) discriminate in favor of Seller's stations over stations on the Subject Line, without Buyer's consent. Such power of attorney will also require Seller to permit Buyer's light loading of C-6 hopper cars at the tariff rates, without penalty, on weight-restricted portions of the Subject Line. The parties agree to enter into and execute any necessary documentation to effect this power of attorney. RRVW may establish its own tariffs and contracts for any and all other services. Northern agrees that it will issue all waybills on traffic originating on the Rail Facilities and Subject Line (as defined in the Purchase Agreement) operated by RRVW and interchanged to Northern. Northern also agrees that it will handle all freight billing and accounting on traffic Northern interlines with RRVW.

B. Notwithstanding Section 5.A hereof, Northern shall not enter into or amend or renew any transportation contract or establish or publish any tariff that imposes any performance or service obligation or any liability (except obligations or liabilities normally imposed by law upon railroad common carriers) without the prior written consent of RRVW, which consent shall not be unreasonably withheld.

C. Northern shall indemnify, defend, protect and hold harmless RRVW, its officers, employees, agents, contractors, successors and assigns from all suits, actions, or claims of liability of any character arising from any transportation

contract or tariff to which RRVW is a party by reason of Northern's exercise of RRVW's power of attorney granted pursuant to Section 5.A hereof except liability for performance by RRVW of its common carrier obligations (other than obligations expressly assumed by Northern pursuant to the Purchase Agreement or any of its Appendices, including amendments thereto) and liability for obligations to which RRVW has consented pursuant to Section 5.B hereof.

Section 6. Rebate.

A. In any Agreement Year after the first Agreement Year in which actual carloads interlined by RRVW with Northern are greater than 19,000 on an annualized basis, RRVW shall rebate to Northern within 60 days of the end of such Agreement Year, an amount equal to 12% of the applicable Base Per Car Allowance for such carloads times the difference between annualized actual carloads interlined with Northern and 19,000.

B. In any Agreement Year after the first Agreement Year in which the number of carloads interlined with Northern is less than 19,000 on an annualized basis, RRVW shall receive from Northern within sixty (60) days after the end of the Agreement Year, a cash payment equal to the sum of (i) the number of carloads below 19,000 carloads, up to 2,850 carloads, multiplied by the result of eighty percent (80%) of the applicable Base Per Car Allowance minus twenty dollars (\$20) and (ii) the product of \$20 times the difference between 19,000 and the annualized actual number of carloads.

Witness:

Lawrence M. Strick

BURLINGTON NORTHERN RAILROAD
COMPANY

By: Darius W. Marking

Witness:

Charles H. Clay

RED RIVER VALLEY & WESTERN
RAILROAD COMPANY

By: Paul P. Shambaugh

8255D/7971

LARSON EXHIBIT 5

OFFICIAL RAILROAD STATION LIST™

ISSUED
JANUARY 1, 2013

EFFECTIVE
JANUARY 15, 2013

OPSL™ 6000-AH
(Cancels OPSL 6000-AG)

Includes National Rate Basis™ and Centralized Station Master Data

- ◆ A complete list of over 40,000 rail freight stations on more than 600 carriers in the U.S., Canada and Mexico
- ◆ Official Rate Basis Points
- ◆ Official Centralized Station Master Data
- ◆ Rating ZIP Codes
- ◆ Official revenue-capable interchange data from Industry Junction File
- ◆ Junction Rule 260 and Interchange points
- ◆ Standard Point Location Codes
- ◆ Freight Station Accounting Codes
- ◆ Freight Handling facilities and restrictions
- ◆ Station Switch Limit information

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Introduction to the OPSL 6000-AH

What is the OPSL?

The Official Railroad Station List, known in the rail industry as the OPSL, is a rail industry **governing geographical publication**, an authoritative and highly up-to-date **rail station directory**.

Governing publication

Since 1908, the OPSL has been a governing publication for rail geography. In fact, that's the reason the OPSL was created.

At the turn of the century, there were hundreds of rail carriers, far more than there are now. Each published its own rate publications, establishing rates for the movement of various commodities over its line. Very often, each rate publication had its own list of stations. Alternately, carriers published their own separate list of stations.

The result was predictable. To ship by rail, you had to keep a large library of rate and station publications. Rate books and station lists were confusing, inconsistent and often erroneous. Moreover, every time a station changed, the serving carrier would have to revise its rate tables.

In 1908, the first OPSL brought order and convenience to the process of listing stations. The idea behind the OPSL was to give carriers one **central** source in which to publish an authoritative list of their stations and facilities. Carriers using the OPSL need only refer to the OPSL in their other publications. The OPSL's list of stations would be incorporated by reference in those publications and the carriers would no longer have to revise their rate publications each time their stations changed.

In this way, the OPSL became what is called a *governing* publication. The OPSL's statement of rail station geography governs all rate publications that refer to the OPSL.

Today, the OPSL is the governing station publication for thousands of rate publications and also for many more thousands of contracts for the shipment of goods by rail. Participating carriers use the OPSL as their governing station publication. Shippers, transportation carriers, brokers and consultants subscribe to the OPSL to learn the latest changes in station geography.

The ICC Termination Act, which eliminated the ICC and the filing of tariffs, does not alter the OPSL's value as a governing publication. Carriers still must distribute or publish rates, and, if anything, there is now an even greater need for a central geography source for all rail rate publications.

Rail Station Directory

The OPSL is more than just a list of stations or a publication. It is the most current and authoritative statement of rail stations and their attributes available anywhere. Every day, we communicate directly (both electronically and otherwise) with carriers all over North America. We solicit and receive information on the latest adoptions, mergers, short-line track acquisitions, station changes and facilities changes.

We also work hard to display our data in an intelligible and easy-to-use format. That's why we arrange station data in both alphabetical and geographical order and why we use a system of notes to display long or highly variable data.

BNSF RAILWAY COMPANY
 (BNSF - 777)

| OPSL | FSAC | TYPE | STATION (NOTE NUMBERS) |
|------|-------|------|------------------------------|
| 7605 | 796 | OR | Brantford, ND |
| 7610 | 790 | OR | Grace City, ND |
| 7615 | 784 | OR | Juanita, ND |
| 7620 | 777 | OR | Glenfield, ND |
| 7625 | 770 | OR | Sutton, ND |
| 7630 | 757 | OR | Hannaford, ND |
| 7635 | 57324 | OR | Walum, ND (3009) |
| 7640 | 57318 | OR | Dazey, ND |
| 7660 | 750 | OR | Karnak, ND |
| 7655 | 744 | OR | Luverne, ND |
| 7660 | 736 | OR | Pillsbury, ND |
| 7710 | 57067 | OR | Toina, ND (3009) |
| 7715 | 57061 | OR | Pekin, ND (3009) |
| 7720 | 57054 | OR | McVillie, ND (3009) |
| 7725 | 57048 | OR | Kloten, ND (3009) |
| 7730 | 57043 | OR | Aneta, ND (3009) |
| 7735 | 57036 | OR | Sharon, ND (3009) |
| 7740 | 57028 | OR | Finley, ND |
| 7745 | 57024 | OR | Pickert, ND |
| 7750 | 57015 | OR | Hope, ND |
| 7755 | 57009 | OR | Colgate, ND |
| 7760 | 57002 | OR | Page, ND |
| 7765 | 724 | OR | Nolan, ND |
| 7770 | 715 | OR | Ayr, ND |
| 7775 | 709 | OR | Absaraka, ND |
| 7780 | 705 | OR | Amenia, ND |
| 7785 | 698 | OR | Casselton, ND (19-125) |
| 7790 | 695 | OR | Dairymple Spur, ND |
| 7795 | 692 | OR | Norpak Spur, ND |
| 7800 | 690 | OR | Mapleton, ND |
| 7805 | 686 | OR | File, ND |
| 7810 | 683 | OR | West Fargo, ND |
| 7922 | 56234 | HOR | Enderlin, ND (125-3200) |
| 8000 | 56418 | OR | Clifford, ND (3009) |
| 8005 | 56412 | OR | Galesburg, ND (3009) |
| 8010 | 56402 | OR | Erie, ND (3009) |
| 8015 | 713 | OR | Mason, ND |
| 8025 | 56311 | OR | Hunter, ND (3009) |
| 8030 | 56305 | OR | Arthur, ND (3009) |
| 8035 | 707 | OR | Vance, ND |
| 8040 | 56111 | OR | Prosper, ND |
| 8100 | 56512 | OR | Chaffee, ND (3200) |
| 8105 | 56507 | OR | Lynchburg, ND (3200) |
| 8110 | 3253 | OR | Durbin, ND (125-3200) |
| 8125 | 3241 | OR | Kindred, ND (3200) |
| 8130 | 3233 | OR | Walcott, ND (3200) |
| 8135 | 3227 | OR | Coifax, ND (3200) |
| 8140 | 3220 | OR | Gelchutt, ND (3200) |
| 8145 | 3213 | OR | Dwight, ND (3200) |
| 8160 | 56677 | OR | Verona, ND (3200) |
| 8165 | 56669 | OR | Englevalle, ND (3200) |
| 8170 | 56664 | OR | Elliott, ND (3200) |
| 8175 | 56656 | OR | Lisbon, ND (3200) |
| 8180 | 56651 | OR | Bultzville, ND (3200) |
| 8185 | 56644 | OR | Ransom, ND |
| 8190 | 56641 | OR | Sheldon, ND (3200) |
| 8195 | 56629 | OR | Leonard, ND (3200) |
| 8200 | 56625 | OR | Woods, ND (3200) |
| 8205 | 3246 | OR | Davenport, ND (3200) |
| 8210 | 56611 | OR | Horace, ND (3200) |
| 8250 | 56969 | OR | Oakes, ND (125-3200) |
| 8254 | 56968 | HOR | Bernard, ND (3200) |
| 8255 | 53343 | OR | Crete, ND (3200) |
| 8260 | 53336 | OR | Stinun, ND (3200) |
| 8265 | 53329 | OR | Gwinner, ND (3200) |
| 8270 | 53322 | OR | Hoving, ND (3200) |
| 8275 | 53319 | OR | Milnor, ND (3200) |
| 8280 | 53312 | OR | De Lamera, ND (3200) |
| 8285 | 53303 | OR | Wyndmere, ND (3200) |
| 8290 | 53297 | OR | Bamey, ND (3200) |
| 8295 | 53291 | OR | Mooreton, ND (3200) |
| 8300 | 3207 | OR | Wahpeton, ND (3200) |
| 8305 | 3205 | OR | Breckenridge Rrww, MN (3200) |
| 8310 | 8310 | OR | Heartland, SD |
| 8330 | 53263 | OR | Foxhome, MN (3200) |
| 8335 | 53258 | OR | French, MN (3200) |

BNSF RAILWAY COMPANY
 (BNSF - 777)

| OPSL | FSAC | TYPE | STATION (NOTE NUMBERS) |
|------|-------|------|-------------------------------|
| 8340 | 53250 | OR | Hoot Lake, MN (3200) |
| 8345 | 9175 | OR | Fergus Falls, MN (3200) |
| 8350 | 9183 | OR | Carlisle, MN (3200) |
| 8355 | 9191 | OR | Rothsay, MN (3200) |
| 8360 | 9198 | OR | Lawndale, MN (3200) |
| 8365 | 9205 | OR | Barnesville, MN (3200) |
| 8370 | 53707 | OR | Baker, MN (3200) |
| 8375 | 53714 | OR | Sabin, MN (3200) |
| 8380 | 53717 | OR | East Moorhead, MN (3200) |
| 8400 | 3860 | OR | Wyne Spur, MT |
| 8405 | 3853 | OR | Worden, MT |
| 8410 | 3843 | OR | Pompeys Pillar, MT |
| 8415 | 3838 | OR | Bull Mountain, MT |
| 8418 | 3829 | OR | Waco, MT |
| 8420 | 3821 | OR | Custer, MT |
| 8425 | 3815 | OR | Big Horn, MT |
| 8430 | 3805 | OR | Myers, MT |
| 8435 | 3800 | OR | Hysnam, MT |
| 8450 | 3936 | OR | Kuehn, MT |
| 8460 | 86039 | OR | Big Sky, MT |
| 8465 | 86034 | OR | Cow Creek, MT |
| 8470 | 86030 | OR | Energy, MT |
| 8475 | 86029 | OR | Colstrip, MT |
| 8479 | 3797 | OR | Nier Spur, MT |
| 8480 | 3778 | OR | Nichols, MT |
| 8485 | 3772 | OR | Forsyth, MT (19) |
| 8490 | 3765 | OR | Flynn, MT |
| 8495 | 3760 | OR | Rosebud, MT |
| 8500 | 3754 | OR | Joppa, MT |
| 8505 | 3747 | OR | Hathaway, MT |
| 8510 | 3738 | OR | Horton, MT |
| 8515 | 3733 | OR | Ulmer, MT |
| 8520 | 3729 | OR | Fi Keogh, MT |
| 8525 | 3727 | OR | Miles City, MT (19) |
| 8530 | 3723 | OR | Murn, MT |
| 8535 | 3718 | OR | Tusler, MT |
| 8540 | 3708 | OR | Shirley, MT |
| 8545 | 3701 | OR | Benz, MT |
| 8550 | 3698 | OR | Blatchford, MT |
| 8555 | 3688 | OR | Terry, MT |
| 8560 | 3678 | OR | Fallon, MT |
| 8565 | 3668 | OR | Marsh, MT |
| 8570 | 3663 | OR | Hoyt, MT |
| 8575 | 3656 | OR | Colgate, MT |
| 8580 | 3649 | OR | Glendive, MT (19-125-3506) |
| 8585 | 85820 | HOR | Intake, MT (126-3200) |
| 8590 | 85835 | HOR | Savage, MT (126) |
| 8595 | 85836 | HOR | Cecil Jct, MT (126) |
| 8605 | 59225 | HOR | Sidney, MT (19-126-3200-3506) |
| 8610 | 59216 | HOR | Ludington, MT (126-3200) |
| 8615 | 59215 | HOR | Fairview, MT (19-126-3200) |
| 8620 | 59213 | HOR | East Fairview, ND (126-3200) |
| 8625 | 59209 | HOR | Dore, ND (126) |
| 8725 | 3644 | OR | Curry, MT |
| 8730 | 3634 | OR | Iona, MT |
| 8735 | 3628 | OR | Hodges, MT |
| 8740 | 3621 | OR | Beaver Hill, MT |
| 8745 | 3618 | OR | Yboux, MT |
| 8750 | 3613 | OR | Yates, MT |
| 8755 | 3607 | OR | Beach, ND |
| 8760 | 3599 | OR | Sentinel Butte, ND |
| 8765 | 3594 | OR | De Mores, ND |
| 8770 | 3588 | OR | Rider, ND |
| 8775 | 3582 | OR | Medora, ND |
| 8780 | 3574 | OR | Sully Springs, ND |
| 8785 | 3569 | OR | Fryburg, ND |
| 8790 | 3563 | OR | Belfield, ND |
| 8795 | 3553 | OR | South Heart, ND |
| 8800 | 3548 | OR | Eland, ND |
| 8805 | 3543 | OR | Dickinson, ND (19) |
| 8810 | 3538 | OR | Lehigh, ND |
| 8815 | 3532 | OR | Gladstone, ND |
| 8820 | 3529 | OR | Boyle, ND |
| 8825 | 3524 | OR | Taylor, ND |
| 8830 | 3518 | OR | Richardton, ND |
| 8835 | 3513 | OR | Antelope, ND |

BNSF RAILWAY COMPANY
 (BNSF - 777)

| OPSL | FSAC | TYPE | STATION (NOTE NUMBERS) |
|------|-------|------|-------------------------|
| 8840 | 3504 | OR | Hebron, ND |
| 8845 | 3496 | OR | Eagle Nest, ND |
| 8850 | 3491 | OR | Gien Ullin, ND |
| 8855 | 3475 | OR | North Almont, ND |
| 8860 | 3471 | OR | New Salem, ND |
| 8865 | 3464 | OR | Judson, ND |
| 8870 | 3458 | OR | Sweet Briar, ND |
| 8875 | 3451 | OR | Lyons, ND |
| 8880 | 3447 | OR | Sunny, ND |
| 8905 | 85478 | OR | Republic, ND |
| 8910 | 85475 | OR | Antelope Valley Sta, ND |
| 8915 | 85474 | OR | Knife River Spur, ND |
| 8920 | 85473 | OR | Beulah, ND (19) |
| 8925 | 85465 | OR | Hazen, ND (19) |
| 8930 | 85452 | OR | Stanton, ND |
| 8935 | 85447 | OR | Glenharold, ND |
| 8940 | 85435 | OR | Hensley, ND |
| 8945 | 85427 | OR | Sanger, ND |
| 8950 | 85420 | OR | Price, ND |
| 8955 | 85404 | OR | Duke Spur, ND |
| 9000 | 3444 | OR | Mandan, ND (3506) |
| 9005 | 3437 | OR | Bismarck, ND (19-125) |
| 9010 | 3424 | OR | Burleigh, ND |
| 9080 | 3419 | OR | McKenzie, ND (125) |
| 9085 | 3412 | OR | Sterling, ND |
| 9070 | 3404 | OR | Driscoll, ND |
| 9075 | 3394 | OR | Steele, ND |
| 9080 | 3386 | OR | Dawson, ND |
| 9085 | 3380 | OR | Tappen, ND |
| 9090 | 3377 | OR | Ladoga, ND |
| 9095 | 3364 | OR | Medina, ND |
| 9100 | 3356 | OR | Cleveland, ND |
| 9105 | 3352 | OR | Windsor, ND |
| 9110 | 3342 | OR | Eldridge, ND |
| 9180 | 57620 | OR | Woodworth, ND (3200) |
| 9185 | 57521 | OR | Pingree, ND (3200) |
| 9190 | 57513 | OR | Buchanan, ND (3200) |
| 9200 | 56913 | OR | Ypsilanti, ND (3200) |
| 9205 | 56919 | OR | Montpelier, ND (3200) |
| 9210 | 56926 | OR | Adrian, ND (3200) |
| 9215 | 56933 | OR | Dickey, ND (3200) |
| 9220 | 56941 | OR | Grand Rapids, ND (3200) |
| 9225 | 56710 | OR | Edgeley, ND (3200) |
| 9230 | 56698 | OR | Berlin, ND (3200) |
| 9235 | 56688 | OR | La Moure, ND (3200) |
| 9240 | 56683 | OR | Independence, ND (3200) |
| 9245 | 56970 | OR | Ludden, ND (3200) |
| 9300 | 8670 | OR | Duffport, MT |
| 9305 | 8659 | OR | Mildred, MT |
| 9310 | 8644 | OR | Ismay, MT |
| 9315 | 8628 | OR | Plevna, MT |
| 9320 | 8615 | OR | Baker, MT |
| 9325 | 8595 | OR | Marmarth, ND |
| 9330 | 8581 | OR | Rhame, ND |
| 9335 | 8567 | OR | Rowman, ND |
| 9340 | 8555 | OR | Scranton, ND |
| 9345 | 8551 | OR | Cascoyne, ND |
| 9350 | 8549 | OR | Knife River, ND |
| 9355 | 8545 | OR | Reeder, ND |
| 9360 | 8536 | OR | Bucyrus, ND |
| 9365 | 8527 | OR | Hettinger, ND |
| 9370 | 8519 | OR | Haynes, ND |
| 9375 | 8510 | OR | Patrol, ND |
| 9380 | 8504 | OR | Lemmon, SD |
| 9385 | 8495 | OR | Thunder Hawk, SD |
| 9390 | 8482 | OR | Morristown, SD |
| 9395 | 8473 | OR | Watauga, SD |
| 9400 | 8464 | OR | McIntosh, SD |
| 9405 | 8451 | OR | Walker, SD |
| 9410 | 8435 | OR | McLaughlin, SD |
| 9415 | 8428 | OR | Mahto, SD |
| 9420 | 8417 | OR | Wakpala, SD |
| 9425 | 8405 | OR | Mobridge, SD |
| 9430 | 8396 | OR | Glenham, SD |
| 9435 | 8392 | OR | Sitka, SD |
| 9440 | 8384 | OR | Selby, SD |

OPSL NOTES

1
Carload freight only handled, except as otherwise provided in other notes referred to in connection with this station.

2
This station is not physically served by the carrier indicated, but is shown for billing, and/or rating and/or accounting purposes only.

3
This note appears in the AAR Embargo/OPSL Notes and Permit System (<https://aarembargo.railinc.com/epdb/>).

4
This note appears in the AAR Embargo/OPSL Notes and Permit System (<https://aarembargo.railinc.com/epdb/>).

5
No Agent - All Agency matters should be directed to:

The Pittsburgh & Ohio Railroad Company
208 Island Avenue
McKees Rocks, PA 15136
(412) 331-6200 Fax: (412) 331-5500

6
Junction point, no freight handled.

7
No freight delivery, but outbound shipments may be handled from this point.

8
This note appears in the AAR Embargo/OPSL Notes and Permit System (<https://aarembargo.railinc.com/epdb/>).

10
On carload shipments of lumber and lumber products that are interchanged by the BNSF or UP to the GRR at Kerr, TX, the BNSF or UP as the case may be will absorb (as provided in special agreements) GRR's charge applicable between the Kerr, TX interchange and this station. In the absence of specific rate(s) applicable to this GRR station, BNSF or UP rates applicable to Kerr, TX will normally apply.

11
Housatonic Railroad operates a facility known as Shepaug Reload, located at 30

Hawleyville Road, Hawleyville, CT for the delivery and receipt of carload freight by HRRC. Transloading service between rail and truck is provided by HRRC at that terminal. Lumber and building materials are primary commodities handled by Shepaug Reload.

12
All equipment destined to this station must not exceed Plate "C" as described in the "Official Railway Equipment Register".

Any shipment loaded in a four axle car exceeding 263,000 lbs. per car gross weight on rail must be approved prior to movement over HRRC.

Cars exceeding size or weight restrictions, if accepted, are considered "Over-Dimension" or "Over-Weight" and are subject to special handling fees and/or additional weight charges, and limitations on liability for damage to car and lading.

Shippers are responsible for obtaining proper clearance approval before loading cars exceeding size or weight restrictions. For approval contact HRRC at 860-824-0850.

13
This note appears in the AAR Embargo/OPSL Notes and Permit System (<https://aarembargo.railinc.com/epdb/>).

15
CSX Transportation (CSXT) does not physically serve this station but has access through a switching arrangement with the physically serving railroad via the named interchange. They are:

| Railroad | Railroad Alpha Code | Interchange |
|---|---------------------|-------------------|
| Allegheny Valley Railroad Company | AVR | Pittsburgh, PA |
| Southwest Pennsylvania Railroad Company | SWP | Connellsville, PA |

17
Outbound Coal and Coke only.

18
This note appears in the AAR Embargo/OPSL Notes and Permit System (<https://aarembargo.railinc.com/epdb/>).

19
This station has Trailer-on-flat-car or Intermodal facilities. Railroad must be contacted to determine extent to which rates and service are available.

20
This station is shown for the purpose of permitting storage in transit. Station is not open to reciprocal switching. (UP)

21
This station is physically served by the MNNR and is only shown as a BNSF station for the sole purpose of simplifying the routing and assessment of transportation charges when routed in connection with BNSF, pursuant to authorization granted to BNSF by MNNR.

22
Private siding. No public delivery. Parties other than owners must arrange for use of same.

23
Freight charges on shipments of sulphur STCC 14-716-XX originating in Canada moving in joint line service terminating at stations subject to this note must be prepaid. (CSXT) (GSWR) (SGLR) (TSSR)

24
This station is physically served by the MNNR and is only shown as a UP station for the sole purpose of simplifying the routing and assessment of transportation charges when routed in connection with UP, pursuant to authorization granted UP by MNNR.

25
This station is not physically served by the UP, but is considered a UP station for the sole purpose of interchange with the CPRS. (UP)

OPSL NOTES

AMTRAK
30th Street Station - Room 816
Philadelphia, PA 19104

3190

This station is physically served by the Cloquet Terminal Railroad Company Inc (CTRR). This station is also a CPRS station for the sole purpose of applying routing and assessing transportation charges from or to this station pursuant to the authorization granted by the Cloquet Terminal Railroad Company Inc.

On traffic from or to this station, CPRS should be shown as the originating and/or delivering carrier in the route and CPRS' FSAC number should be observed Revenue waybills involving this station should be addressed to:

Canadian Pacific Railway
Windsor Station - Suite 450
100 de la Gauchetiere St. W.
PO Box 6042
Montreal, PQ H3C 3E4

3199

All billing and collection with respect to line-haul transportation service on CARLOAD traffic interchanged with BNSF will be provided by BNSF. Requests for revenue waybills involving BNSF should be addressed to:

BNSF Railway Company
Centralized Waybilling
PO Box 64755
St. Paul, MN 55164-0755

All billing and collection with respect to line-haul transportation service on INTERMODAL traffic interchanged with BNSF will be provided by BNSF. Requests for revenue waybills involving BNSF should be addressed to:

BNSF Railway Company
Manager - Waybill Control
PO Box 2819
Topeka, KS 66601-2819

Requests for revenue waybills not involving BNSF and all other agency services will be handled by the carrier shown in Column 1 at the address shown in Column 2:

| Column 1 | Column 2 |
|--------------------------------------|---|
| Lewis & Clark Railway Company (LINC) | 215 South Grace Avenue PO Box 604 Battle Ground, WA 98604 (206) 687-2626 |

3200

Traffic moving in connection with BNSF, to or from stations making reference to this Note, should be routed only via BNSF. Carriers shown in Column 1 should not be shown in the route. BNSF FSAC numbers must be observed.

All revenue waybills and requests or tracers for revenue waybills on CARLOAD shipments from stations on BNSF must be addressed to:

BNSF Railway Company
Centralized Waybilling
PO Box 64755
St Paul, MN 55164-0755

All revenue waybills and requests or tracers for revenue waybills on INTERMODAL shipments from stations on BNSF must be addressed to:

BNSF Railway Company
Manager - Waybill Control
PO Box 2819
Topeka, KS 66601-2819

These stations are physically served by the carriers shown in Column 1, who are responsible for all transportation charges on single line traffic that both originates and terminates at stations referring to this Note. These stations are not physically served by BNSF but are considered BNSF stations for the purpose of simplifying routing and assessing transportation charges pursuant to authorization of carriers shown in Column 1. This Note does not affect interline traffic for the carriers shown in Column 1 when interchanged directly with line haul connecting carriers other than BNSF.

Requests for revenue waybills not involving BNSF and all other agency services will be handled by the carrier shown in Column 1 at the address shown in Column 2:

Waybills not involving BNSF per Note 3200

| Column 1 | Column 2 |
|--|---|
| Acadiana Railway Company (AKDN) | PO Box 751 Opelousas, LA 70571 |
| Alabama & Gulf Coast Railway LLC (AGR) | PO Box 339 Monroeville, AL 36461 |
| Albany & Eastern Railroad Company (AERC) | PO Box 917 McMinnville, OR 97128 |
| Appanoose County Community Railroad, Inc. (APNC) | PO Box 321 Centerville, IA 52544 |
| Arizona & California Railroad Co. Ltd. (ARZC) | P.O. Box AF Parker, AZ 85344 (602) 669-6662 |
| Arizona Central Railroad, Inc. (AZCR) | P.O. Box 1544 Ogden, UT 84402 (801) 621-5311 |
| Arkansas & Missouri Railroad (AM) | 306 East Emma Ave Springdale, AR 72764 (501) 751-8600 |
| Austin Western Railroad (AWRR) | 10801 North MoPac Expressway Bldg. 1., Suite 350 Austin, TX 78759 Tel: 512-338-2758 Fax: 512-338-2783 |
| Bad Water Line (BDW) | 642 South Federal Blvd Riverton, WY 82501 (307) 856-7480 |
| Ballard Terminal Railroad Company, LLC | d/b/a Meeker Southern Railroad (MSN) 4725 Ballard Ave. NW Seattle, WA 98107 (206) 782-1447 |
| Ballard Terminal Railroad Co., LLC (BDTL) | 4725 Ballard Ave. NW Seattle, WA 98107 (206) 782-1447 |
| Blackwell Northern Gateway Railroad Company (BNG) | 548 Anita Street Des Plaines, IL 60016 Tel: (847) 824-1264 Fax: (847) 391-9044 |
| Blue Mountain Railroad, Inc. (BLMR) | 709 N. 10th St Walla Walla, WA 99362 |
| Burlington Junction Railway (BJRY) | PO Box 37 Burlington, IA 52601 |
| Burlington Northern (Manitoba) Limited (BNML) | 963 Lindsay Street Winnipeg, MB, R3N 1X6 |
| Cascade and Columbia River Railroad Company (CSCD) | 901 Omak Ave Omak, WA 98841 (509) 826-3752 FAX: (509) 826-3866 |

OPSL NOTES

Waybills not involving BNSF per Note 3200

| Column 1 | Column 2 |
|---|---|
| Cedar Rapids and Iowa City Railway (CIC) | 2330 12th Street SW Cedar Rapids, IA 52404 |
| Central Washington Railroad Company (CWA) | 111 South 33rd Street, Ste. 200 Yakima, WA 98901 (904) 453-9163 |
| Cimarron Valley Railroad, L.C. (CVR) | PO Box 1544 Ogden, UT |
| Cloquet Terminal Railroad Company, Inc. (CTRR) | 315 St. Louis Avenue Dunlap Island Cloquet, MN 55720 |
| Columbia Basin Railroad Company, Inc. (CBRW) | 6 East Arlington Yakima, WA 98901 |
| D & I Railroad Company (DAIR) | PO Box 5829 Sioux Falls, SD 57117 (605) 334-5000 |
| Dakota, Missouri Valley & Western Railroad (DMVW) | 1131 South 22nd St Bismarck, ND 58504 |
| Dakota Northern Railroad Inc (DN) | PO Box 705 Crookston, MN 56716 Tel: (218) 281-4704 Fax: (218) 281-4705 |
| Dodge City, Ford & Bucklin Railroad (DCFB) | 818 South 2nd Street Dodge City, KS 67801 |
| Farmrail Corporation (FMRC) | PO Box 1750 Clinton, OK 73601 |
| Fort Worth & Western Railroad (FWWR) | 6300 Ridglea Place, #1200 PO Box 12269 Ft Worth, TX 76121-2269 |
| Georgia Southwestern Railroad, Inc. | 78 Pulpwood Road Dawson, GA 39842 Phone: 229-698-2000 Fax: 229-698-2030 |
| Grainbelt Corporation (GNBC) | 1601 W. Gary Blvd. Clinton, OK 73601 |
| Great Northwest Railroad Inc. (GNRW) | 315 West 3 rd Street Pittsburg, KS 66762 (620) 231-2230 Fax: (620) 231-5871 |
| Great Western Railway Company (GWR) | PO Box 537 Loveland, CO 80537 |
| Gulf, Colorado & San Saba Railway | 207 S Cook St., Ste 200 Barrington, IL 60010 |
| Hollis & Eastern Railroad Company (HE) | PO Box C Duke, OK 73532 (405) 679-3391 |
| Illinois RailNet, Inc (IR) | 430 West Madison Ave. PO Box 2272 Ottawa, IL 61350 |
| Kansas & Oklahoma Railroad, Inc. (KO) | 315 West 3rd Pittsburg, KS 66762 (316) 263-3113 Fax: (316) 263-5563 |
| Kansas Eastern Railroad, Inc. (KE) | 315 West 3rd St Pittsburg, KS 66762 (316) 231-2230 FAX: (316) 231-2568 |
| Kaw River Railroad (KAW) | 1128 South Mill Street Kansas City, KS 66119 Tel: (816) 983-1910 Fax: (913) 321-2910 |
| Kiamichi Railroad Company, LLC (KRR) | PO Box 786 Hugo, OK 74743 |
| Lewis & Clark Railway Company (LINC) | 215 South Grace Ave PO Box 604 Battle Ground, WA 98604 (360) 687-2007 |

Waybills not involving BNSF per Note 3200

| Column 1 | Column 2 |
|--|--|
| Louisiana & Delta Railroad, Inc. (LDRR) | 402 W Washington St New Iberia, LA 70560 (318) 364-9625 |
| Meeker Southern Railroad (MSN) | 4725 Ballard Ave. NW Seattle, Wa 98107 (206) 782-1447 Fax: (206) 782-7724 |
| Minnesota Northern Railroad, Inc. (MNN) | 200 North Mills St. Fergus Falls, MN 56537 |
| Mississippi Tennessee Railroad (MTNR) | 200 North Railroad Avenue New Albany, MS 38652 |
| Mississippian Railway Cooperative, Inc. (MSWR) | General Office PO Box 476 Fulton, MS 38843 |
| Modesto and Empire Traction (MET) | PO Box 3106 Modesto, CA 95353 |
| Mohall Central Railroad inc (MHC) | 100 Railroad Ave PO Box 38 Fordville, ND 58231 |
| Mohall Railroad, Inc. (MRI) | 100 Railroad Avenue Fordville, ND 58231 |
| Montana Rail Link (MRL) | PO Box 8779 Missoula, MT 59807 |
| Nebraska Northeastern Railway Company (NENE) | PO Box 26 State St Osmond, NE 68765 (402) 748-3535 FAX: (402) 748-3554 |
| Nebraska, Kansas & Colorado Railnet, Inc. (NKCR) | 2 North Spruce Ogallala, NE 69153 |
| The Nelson and Ft. Sheppard Railway Corporation (NFTS) | PO Box 460 Fruitvale, BC Canada V0G 1L0 |
| Otter Tail Valley Railway (OTVR) | 200 N. Mill St. Fergus Falls, MN 56537 |
| Palouse River & Coulee City Railroad, Inc. (PCC) | 725 North Lake St Colfax, WA 99111 (509) 397-9014 FAX: (509) 397-9105 |
| Panhandle Northern Railroad Co(PNR) | 100 E Grand Borger, TX 79007 |
| Portland & Western Railroad, Inc. (PNWR) | 110 W. 10th St Albany, OR 97321 |
| Puget Sound & Pacific Railroad Co., The (PSAP) | PO Box L-2 Elma, WA 98541 (360) 482-4994 |
| PYCO Industries Inc. (PSC) | 2901 Avenue A Lubbock, TX 79408 |
| Rarus Railway Company (RARW) | PO Box 1070 Anaconda, MT 59711 (406) 563-7121 |
| Ripley and New Albany Railroad Company (RNA) | 1318 South Johanson Road, Peoria, Illinois 61607 |
| Rock & Rail, Inc. (RRRR) | 6435 S. Pontiac Ct. Englewood, CO 80111 (303) 741-2556 |
| Rutland Line Inc (RL) | 501 Minnesota Avenue Breckenridge, MN 56520 (218) 643-4994 (218) 643-4980 fax |
| S & S Shortline Railroad | 575 N. 1525 W. P.O. Box 604 Farmington, UT 84025 Tel: (801) 451-2796 Fax: (801) 451-2793 |

OPSL NOTES

Waybills not involving BNSF per Note 3200

| Column 1 | Column 2 |
|--|--|
| Sabine River & Northern Railroad Company (SRN) | PO Box 5000 Orange, TX 77632 |
| Salt Lake, Garfield and Western Railway Company (SLGW) | PO Box 16047 Salt Lake City, UT 84116 |
| San Diego & Imperial Valley Railroad Co Inc. (SDIY) | 743 Imperial Ave San Diego Ca. 92101 |
| San Joaquin Valley Railroad Company (SJVR) | PO Box 937 Exeter, CA 93221 |
| Santa Fe Southern Railway, Inc. (SFS) | 410 South Guadalupe Santa Fe, NM 87501 (505) 989-8600 |
| South Kansas and Oklahoma Railroad Company (SKOL) | PO Box 359 Pittsburg, KS 66762 |
| South Plains Lamesa Railroad, Ltd. (SLAL) | 102 N 2 nd St Lamesa, TX 79331 |
| South Plains Switching Company, Inc. (SAW) | PO Box 676 Slaton, TX 79364-0676 |
| Southern Switching Company (SSC) | 300 South Swenson Stamford, TX 79553 (915) 773-2090 |
| Southwestern Railroad Co Inc. (SW) | PO Box 1876 Ogden, UT 84402 |
| St Maries River Railroad Company (STMA) | PO Box 619 St Maries, ID 83861 |
| St. Croix Valley Railroad Company (SCXY) | 200 North Mill St. Fergus Falls, MN 56537 |
| Stillwater Central Railroad Company, Inc (SLWC) | 315 West 3 rd Street Pittsburg, KS. 66762 |
| Sunset Railway Company (SUN) | 3770 East 26th St Los Angeles, CA 90023 |
| Tacoma Municipal Belt Line (TMBL) | 2601 East West Road Tacoma, Wa 98411 (213) 922-6631 |
| Tacoma Rail Mountain Division (TRMW) | 2601 S.R. 509 N Frontage Rd Tacoma, WA 98421 |
| Temple & Central Texas Railway, Inc. (TC) | PO Box 1083 Temple, TX 76501 Phone: (254) 778-8300 / 8301 Fax: (254) 778-8302 |
| Texas and Oklahoma Railroad (TXOR) | PO Box 27 Indiana, PA 15701 |
| Texas Pacific Transportation Ltd. (TXPF) | 210 South Main Street Brownwood, TX 76801 (915) 643-6476 |
| Texas Rock Crusher Railway Company (TXR) | 1308 Center Brownwood, TX 76801 (915) 643-9777 |
| TimberRock Railroad Company, Inc. (TIBR) | 143 Twin Oaks Drive Leesville, LA 71446 (318) 462-4343 FAX (318) 239-6216 |
| Tulare Valley Railroad Company (TVRR) | PO Box 276 Exeter, CA 93221 |
| Tulsa-Sapulpa Union Railway Company, LLC (TSU) | 701 E. Dewey Ave Sapulpa, OK 74066-4427 (918) 224-1515 |
| V & S Railways, Inc. (VSR) | 1505 South Redwood Road Salt Lake City, UT 84104 (801) 977-6346 Fax: (801) 977-9387 |

Waybills not involving BNSF per Note 3200

| Column 1 | Column 2 |
|---|--|
| Western Rail Switching Inc. (WRS) | 11610 W. McFarlane Airway Heights, WA 99001 Tel: (509) 624-7207 Fax: (509) 459-0126 |
| West Texas & Lubbock Railway, Inc. (WTLC) | 821 West Broadway Street Brownfield, TX 79316 |
| Wichita, Tillman & Jackson Railway Company (WTJR) | 4420 W Vickery Blvd Ft Worth, TX 76107 |
| Yakima Valley Transportation Company (YVT) | PO Box 649 Yakima, WA 98907 |
| YCR Corp. (YCR) | 499 Railex Road Burbank, WA 99323 (509) 540-9499 |
| Yellowstone Valley Railroad (YSVR) | 907 E. Main St. Sidney, MT 59270 |

3201

All revenue waybills and requests or tracers for revenue waybills on shipments from stations on UP may be mailed to:

Union Pacific Center
1400 Douglas Street
Revenue Waybill Request
Mail Stop Code 1780
Omaha, NE 68179-1780

Or e-mailed to RACUSTOMERS@UP.COM
Or faxed to (402) 233-3139

3202

All billing, collection and freight settlement with respect for line-haul transportation service on traffic interchanged with CN will be provided by CN. Requests for revenue waybills should be addressed to:

Billing & Collections

Montreal Rev Mgmt Centre
Canadian National Railway Company
PO Box 8101
Montreal, PQ H3C 3N4

Inter-carrier Settlements

Inter-carrier Revenues
Canadian National Railway Company
PO Box 8100
Montreal, PQ H3C 3N4

All other billing, collection and freight settlements will be handled by:

New Brunswick Southern Railway Company Limited
PO Box 5666
St John, NB E2L 5B6

3203

When in connection with the BNSF, traffic from or to stations referring to this note when interchanged with the CFE should be routed only via BNSF. CFE should not be shown in the route and BNSF FSAC numbers should be observed. Revenue waybills or requests for revenue waybills should be directed to:

BNSF Railway Company
Centralized Waybilling
P. O. Box 64755
St Paul, MN 55164-0755

LARSON EXHIBIT 6



TELEPHONE: (701) 642-8257

P.O. BOX 608, WAHPETON, NORTH DAKOTA 58074

April 18, 2013

Sen. Heidi Heitkamp
SD-G55 Dirksen Senate Office Building
Washington, DC 20510

Dear Senator Heitkamp:

I understand you have received communication from the BNSF Railway Company regarding providing rail rates for James Valley Grain Company's prospective new grain shuttle facility at Verona, ND. This letter is to clarify the contractual arrangement between RRVW and BNSF on how freight rates are established for existing and new customers at stations served by the RRVW.

When the RRVW was established in 1987 from then BNSF-owned branch lines, BNSF was granted power of attorney to establish rates from the newly-created RRVW stations for cars interchanged to BNSF. (See attached excerpt from the original Sale Agreement between RRVW and BNSF). (Need to verify there is no confidentiality provision). This means that, for example, a grain elevator that wants to ship a trainload of corn from Oakes, ND to Seattle would get a rate quoted from the BNSF, and that rate would cover the entire route from Oakes to Seattle, even though the RRVW originated the shipment at Oakes and subsequently handed over (or "interchanged"), the train to the BNSF at Casselton, ND, and BNSF completed the shipment to Seattle. BNSF collects the entire "through rate" and then pays RRVW a contractual allowance for our portion of the shipment. Only BNSF has the power to establish through rates from a customer on RRVW to the west coast.

This manner of rate-making described above was established in the contracts entered into by BNSF and RRVW when RRVW bought the ND branch lines from BNSF in 1987. BNSF has priced shipments to/from RRVW customers in that manner, without exception, for over 25 years, including the shipments moving from 6 existing shuttle-train facilities on RRVW. More than 800,000 carloads of RRVW traffic have been marketed by BNSF using these through rates. Now, however, BNSF has refused to quote through rates for James Valley Grain at Verona. BNSF is taking this position despite the fact that it provides through rates to JVG's competitors at Oakes and Edgeley (and elsewhere on RRVW and BNSF), and the fact that BNSF provides through rates for 100 percent of the traffic that is interchanged between BNSF and RRVW (and has done so for the past 25 years).

BNSF suggests that, for JVG at Verona, through rates should be replaced with what is commonly called a "Rule 11" method of establishing rates. Under this method, each railroad participating in a shipment quotes its own rate for its own portion of the shipment. However, as BNSF is well aware, in order for

the Rule 11 rates for traffic moving from Verona to Seattle to be competitive, RRVW would have to handle its portion of the move at a loss. This is the case because the BNSF rate from Casselton (where RRVW connects to BNSF track) to Seattle is nearly identical to the through rates BNSF provides to JVG's competitors at Oakes, Edgeley, Jamestown, and Valley City.

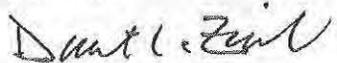
Besides being contrary to the 25-year practice and contract between BNSF and RRVW, the BNSF's proposal will make grain elevator customers on RRVW non-competitive with grain elevators on BNSF lines, or cause RRVW to lose money on each shipment, or both. Neither of these is acceptable to RRVW and our customers. BNSF's proposal would cause our customers to pay higher freight rates than similarly situated competing stations on BNSF as well as shuttle facilities on RRVW that commenced operations before BNSF's recent decision to stop offering through rates. These higher freight rates would prohibit our customers from offering competitive bids for farmers' grains, and cause farmers to haul to the competing BNSF grain elevators who enjoy lower freight rates and are therefore offering higher grain bids to farmers. However these farmers have to haul grain farther to the BNSF stations, driving their local trucking costs up and causing more damage to local roads. The only beneficiary to this entire scheme is the BNSF.

I hope this explains the position that the BNSF's proposal has forced upon us. We are unable to help our customer to establish their new facility at Verona, ND, the customer's preferred location. BNSF would rather see grain moved directly to their own more distant stations, thereby collecting, and keeping, all of the revenue for the shipment, at the expense of RRVW, our customer JVG, farmers, and the local taxpayers who must maintain our rural road network.

I would be happy to provide further explanation or additional information if needed.

Thank you for your assistance.

Sincerely,



Daniel L. Zink
Red River Valley & Western Railroad Co.
116 S. 4th St.
Wahpeton, ND 58075

Cc: Jack Huerter

LARSON EXHIBIT 7

AGWEEK

Published August 12, 2013, 09:27 AM

Stopped in its tracks

A contract dispute between railways has stalled development of a new shuttle loader in Verona, N.D.

By: Mikkel Pates, Agweek

OAKES, N.D. — A \$30 million shuttle-loading grain terminal in Verona, N.D., has been stymied, in large part because of the affected railroads' handling of contract rates.

Eric Larson is general manager of James Valley Grain LLC of Oakes, N.D. The company closed its long-standing small elevator in Verona and tore it down earlier this year. The removal was partly because of Occupational Safety and Health Administration rules, but partly for efficiency.

"We had to tear it down, and we have an obligation to our customer base and owners, actually," Larson says. "The (co-op) board decided we would build a brand new greenfield shuttle site there. We have the money in place with CoBank as a partner. We purchased the land up there and were ready to build."

The co-op planned an investment of about \$30 million, including 3-million-bushel storage capacity and 80,000-bushel load-out capacity, with a 120-car, fast-loading circle track.

The co-op decided on its plans before the Burlington Northern Santa Fe Railway Co. quoted the through-rate — a crucial aspect of operation — because it wasn't aware of any rates being denied.

There is only one problem: BNSF is electing not to quote a through-rate to the Pacific Northwest for a rail journey that starts on a regional short-line railroad — Red River Valley and Western Railroad (RRVW), based in Wahpeton, N.D.

One little hang-up

A through-rate is a single transportation rate on an interline haul made up of two or more separately established rates. BNSF could only offer a rate to the Pacific Northwest from Casselton, N.D., where the RRVW hooks into the mainline, Larson says.

"I know the RRVW wants to help build it; I'm not sure about the BNSF," Larson says of the Verona site. "There's plenty of grain there. I don't know why they won't give us a through-rate. I have not gotten an answer from them."

The affected farm customer base for Verona would involve North Dakota communities such as Jud, Marion, Litchville and Kathryn. Those customers haul grain by truck to shuttle loaders in Oakes, or north to mainline shuttle loaders in Jamestown and Valley City. The trade area that would be most affected would involve an estimated 15 million bushels of grain in Verona, which costs farmers money and taxpayers road repair expenses, according to James Valley Grain.

The closest shuttle loaders currently are Plains Grain & Agronomy LLC, about 22 miles to the east in Enderlin. Others are Columbia Grain Inc. and Omaha-based Gavilon Grain LLC in Valley City, on the BNSF mainline. Gavilon and Columbia Grain, of Portland, Ore., both are owned by Marubeni Corp., a Japanese trading company that is a big player in moving grain to China, among other destinations.

Larson says a grassroots group in the Verona area is pushing to contact state and federal legislators to get the through-rate approved. The congressional delegation has been in touch with the railroads, he says. Nothing has happened.

"Think of all the highway miles and wrecking the roads and the safety issues, versus putting a shuttle site in Verona, versus all the truck grain that has to move," Larson says. "There's nothing up there — 46 miles of nothing," Larson says of North Dakota Highway 1 from Verona to Valley City.

"We could really take care of a big customer base up there. We've been at a standstill for 17 months, which is costing our growers money. Our 'pro forma' (for constructing the elevator) is going down because construction costs are going up. As of right now, we are still in a waiting game."

James Valley Grain was established between the Norway Spur Cooperative (36 percent ownership) and South Dakota Wheat Growers (64 percent ownership).

The company owns two elevators in Oakes — a 10-million-bushel terminal built in 2001, with access to both BNSF and Canadian Pacific Railroad, and a downtown elevator that primarily serves as a wheat house, but also handles corn.

Larson says James Valley Grain has asked South Dakota Wheat Growers, the large cooperative based in Aberdeen, to exert any influence it can regarding the Verona impasse. "But even with all their facilities in South Dakota and the few in North Dakota that they have, they told us they're less than 1 percent of BNSF's business," Larson says.

Short line history

Short line railroads were developed in the region in the mid-1980s when elevators were largely several miles apart and handled 25- and 50-car load-outs.

Mainline railroads such as BNSF and CP then cooperated with the Surface Transportation Board and with Congress to develop the lines, in part to avoid abandonment of what were then minor lines. The CP largely leased rail to short lines, while BNSF largely sold them.

Today, short lines in the region are thriving, partly because of increased oil traffic and partly because of a shift into corn and soybean crops. With bigger yields and volume, shuttle loaders with 110- and 120-car capacities have been built roughly 30 miles apart and often on the short line locations, in addition to those on the arterial mainline railroads. Recent expansions of port facilities in the Pacific Northwest and the strong Asian grain demand are increasing traffic through these facilities.

Andy Thompson, RRVW president and CEO, acknowledges he's been talking with James Valley Grain and BNSF about the Verona site since October 2011. RRVW is insisting it has a 40-year contract, formalized in 1987, that should be honored by BNSF.

"They have a power of attorney to make the through-rates and they should continue that," Thompson says. "They have responsibility not to discriminate. They are discriminating, ie. Verona."

BNSF has always published through-rates from similarly situated customers in the Oakes, Verona and Edgeley areas, Thompson says. "Over the years, we've taken less and less allowance as part of the rate with Burlington Northern. They continue to put more in their pocket and give less advantage to the customer and to the railroad," he says.

Thompson declines to put dollar figures or percentages on the deal, except to say that through-rates have gone up in cost to customers, but the short line has negotiated lower rate allowances as new shuttle sites have arisen.

Currently, RRVW's only qualified route from Verona starts going west to a junction called Independence, south to Oakes, then east to Wahpeton and finally north to Casselton. Thompson says BNSF's proposal for a rate from Casselton "doesn't leave enough to cover our costs and to make the proposal financially viable."

Thompson acknowledges he's suggested to BNSF that it could improve the "turn" time on cars by 10 hours per train by going east through Lisbon, but that would mean improving a 37-mile stretch of RRVW light track between Lisbon and Davenport, N.D. He says RRVW has suggested that BNSF might benefit if it helped improve that line, even though it belongs to RRVW. Thompson has estimated that upgrading from 72-pound to 115-pound rail would cost about \$14 million for the 37 miles, although others in the industry suggest upgrading a line might cost up to \$1 million per mile.

Within the past three months, James Valley Grain has asked the federal Surface Transportation Board to look at the issue. Tom Brugman is deputy director of the STB's Public Assistance and Compliance Board, and initially he acknowledged he'd informally discussed the Verona matters with at least some of the parties. Brugman oversees an alternative dispute resolution program called Rail Customer & Public Assistance. RCPA is designed to resolve disputes between rail carriers and their customers or members of the public through "informal facilitation," in cases where formal litigation isn't warranted.

"Because the RCPA process is confidential, we cannot confirm or deny whether a party has submitted an informal complaint," Dennis Watson, an STB spokesman, told Agweek in a written response to a request for details.

Larson thinks the issue may be headed for arbitration with the STB. He doesn't know when or if that will happen. He thinks rail customers could force the issue, "but they've got a lot better lawyers than we do," he says of the railroad. The co-op hasn't made a formal complaint to the STB.

Agweek reached Kevin Kaufman, group vice president for agricultural products at BNSF in Dallas/Fort Worth, Texas. Kaufman referred questions to a company spokeswoman who said the railroad was in confidential discussions with RRVW and is not in a position to comment.

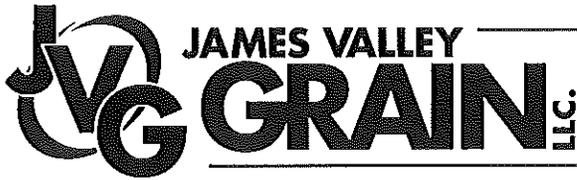
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Recommended by

LARSON EXHIBIT 8



P.O. Box 210 • 600A S. 7th St.
Oakes, ND 58474
Phone: 701-742-5200
Fax: 701-742-3365

September 11, 2013

VIA EMAIL AND FIRST CLASS MAIL

Mr. Kevin D. Kaufman
Group Vice President, Agricultural Products
BNSF Railway Company
2650 Lou Menk Drive, 2nd Floor
Fort Worth, TX 76131-2830

Dear Mr. Kaufman:

As you know, for over 20 months James Valley Grain LLC (JVG) has been actively seeking to obtain from BNSF Railway Company (BNSF) common carrier through rates for our planned, new \$30 million grain shuttle loading facility at Verona, ND (JVG-Verona). These rates are necessary for us to be able to proceed with the project.

JVG-Verona is a substantial regional investment designed to meet the service needs of our cooperative member-farmers for nearby, shuttle train service to be able to effectively compete in the marketplace. By constructing a new shuttle facility that replaces a non-shuttle facility, and meets all BNSF shuttle facility/program requirements, JVG-Verona is a concrete example of farmers willing to make considerable investments to become more efficient, to the benefit of farmers, BNSF, and the economy.

Unfortunately, we have been surprised that BNSF has thus far been unwilling to uphold its longstanding commitments to share efficiency gains and provide non-discriminatory, through shuttle rates and service for local shuttle shippers, as BNSF has done with seven other nearby grain shuttle facilities, including JVG's Oakes facility. These actions have effectively blocked our ability to move forward with this important project to date, which we had hoped to have completed and in operation in time for this year's harvest season.

Accordingly, pursuant to 49 U.S.C. § 11101 and 49 C.F.R. Part 1300, JVG formally requests that BNSF establish and disclose appropriate and reasonable common carrier through rates, charges, and service terms for application to the transportation services following completion of JVG-Verona facility construction (currently anticipated for the spring of 2015, depending on the date of construction commencement). The requested transportation is for BNSF-direct shipments of corn, soybean, and wheat products in trainload quantities from JVG-Verona to specified Pacific Northwest destinations – essentially the same services currently provided to JVG-Oakes and the other nearby shuttle facilities. In this respect, we note that

Mr. Kevin D. Kaufman
September 11, 2013
Page 2

Verona, ND is a BNSF registered station (OPSL 8160) under the Official Railroad Station List, OPSL 6000-AH, and pursuant to the terms of that tariff, traffic moving in connection with BNSF, to or from Verona, is to be routed only via BNSF, and any other carriers are not to be shown in the route. Accordingly, consistent with the terms of Tariff BNSF-4022-M, and consistent with the rates provided to the other nearby grain shuttle facilities, JVG does not seek any combination, joint, or separate "Rule 11" rates.

Further information on the requested transportation services is described in Attachment A to this letter, which additional information is provided to assist BNSF in fulfilling its obligations under 49 C.F.R. Part 1300. We request that BNSF provide all requested rates in writing as soon as possible, and in any event, within ten business days, in compliance with the statutory and regulatory requirements referenced above. We also request that JVG be notified of any future increases in the rates involved or changes in the pertinent service terms.

JVG is prepared to assist BNSF in any way we can to facilitate BNSF's response to this request. Should you have any questions about this request or about the above-described transportation parameters, please contact me, and I will do whatever is necessary to resolve them as quickly as possible.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eud J. Larsen". The signature is written in black ink and is positioned below the word "Sincerely,".

Attachment A

Commodities: A) Corn Exc. Popcorn (STCC 01132)
Corn, Cracked (STCC 2041979)
B) Soybeans (Soya Beans) (STCC 01144)
C) Wheat Exc. Buckwheat (01137)

Origin: Verona, ND (OPSL 8160, BNSF origin)

Origin Facilities: JVG-Verona Facility to meet BNSF Shuttle Train Facility Guidelines

Destinations: Group 0050 PNW destinations, reflected in BNSF-4022-M, Item 39010 (Corn Shuttle)
Group 0050 PNW destinations, reflected in BNSF-4022-M, Item 69104 (Soybean Shuttle)
Group 0050 PNW destinations, reflected in BNSF-4022-M, Item 43908 (Wheat Shuttle)

Route: BNSF-direct (comparable to BNSF-4022-M direct service for Oakes and six other nearby shuttle facilities)

Expected Annual Volume: Approximately 18 million bushels

Equipment Supply: BNSF supplied covered hoppers

Cars Per Train: Between 110 (minimum) and 120 (maximum) car trainsets

Car Capacity: Railcars are to be loaded to a maximum gross weight of 286,000 pounds, and with a cubic capacity equal to or greater than 5,100 cubic feet

Rates: Rates are requested for through service, BNSF-direct, for shipments from Origin to Destinations, for each listed Commodity

Loading Free Time: Fifteen (15 hours), consistent with BNSF-4022-M Operational Efficiency Program

Unloading Free Time: Twenty-four hours, consistent with BNSF-4022-M

Weighing: Corn and Wheat, official weights at Origin, Soybeans, official weights at Destination (consistent with BNSF-4022-M)

Other: Terms and conditions consistent with BNSF-4022 to apply

LARSON EXHIBIT 9



Kevin D. Kaufman
Group Vice President
Agricultural Products

BNSF Railway Company
P.O. Box 961051
Fort Worth, TX 76161-0051
2650 Lou Menk Drive, 2nd Floor
Fort Worth, TX 76131-2830
817-867-6700 Office
817-352-7932 Fax
kevin.kaufman@bnsf.com

James Valley Grain, LLC.
Eric Larsen
600 A S. 7th Street
Oakes, ND 58474

Mr. Larsen:

We have reviewed your letter dated September 13, 2013, requesting the establishment of common carrier rates for several commodities from James Valley Grain LLC's (JVG) future facility at Verona.

As an initial matter, your letter references 49 U.S.C § 11101 and 49 C.F.R. Part 1300 as the basis for your request. Your letter outlines an anticipated start date of Spring 2015 for shipments from the planned Verona Facility. Because the proposed transportation is so far in the future and we already have existing mileage table rates for RRVW origins and PNW destinations for the commodities you have identified, we do not believe that we have an obligation to provide any more specific rates at this time.

While we do not have an obligation to provide rates to your proposed facility at this time, we can appreciate your interest in understanding the potential economics of future service at Verona. As you well know, the RRVW is the carrier that would be physically serving the Verona facility and our ability to offer shuttle rates requires that both carriers deliver on appropriate economics and operational efficiencies. A BNSF team met with the RRVW in Minneapolis on July 22nd and the RRVW provided us with a proposal on September 4th that we are in the process of reviewing. However, in the absence of an alternative arrangement being reached with RRVW, we can provide you with the following options that are indications of how we would likely structure through rates for your elevator assuming that it is a qualified shuttle facility.

1. Joint through rates for the commodities listed in your letter from the proposed Verona origin to the PNW destinations you have identified would be constructed using the then existing BNSF rates from the Casselton interchange to the PNW destinations plus the latest division offer that we have received from RRVW.
2. We reiterate our prior offer to allow Casselton-PNW rates to serve as our portion of a combination rate where RRVW provides a separate factor of its choosing. Mechanically, we could publish joint rates once JVG/RRVW provided us with the rate factor, and those joint combination rates would function in the same way as other shuttle rates to existing facilities on RRVW (e.g., Edgeley)
3. We would also be willing to allow the BNSF Casselton-PNW rates to function as Rule 11 rates for BNSF that could be used with a separate Rule 11 rate to be issued by RRVW.
4. For non-shuttle transportation, the then current published non-shuttle or single car rates would apply.

Sincerely,

Kevin Kaufman
Group Vice President
Agricultural Products

LARSON EXHIBIT 10

October 4, 2013

VIA EMAIL AND FIRST CLASS MAIL

Mr. Kevin D. Kaufman
Group Vice President, Agricultural Products
BNSF Railway Company
2650 Lou Menk Drive, 2nd Floor
Fort Worth, TX 76131-2830

Dear Mr. Kaufman:

This letter is in response to your letter received on September 23, 2013 replying to our formal request that BNSF Railway Company (BNSF) establish appropriate common carrier rates to serve James Valley Grain LLC's (JVG's) planned new terminal grain shuttle facility at Verona, ND (JVG-Verona).

We are greatly disappointed that, through its reply, BNSF has decided to continue its almost two-year refusal to establish appropriate shuttle service rates necessary to allow us to proceed with our plans for construction of this important \$30+ million private investment for our farmer-members. JVG strongly disagrees with your assertion that BNSF has "[no] obligation" to provide us with responsive rates "at this time," even while your letter seems to acknowledge that we have an essential business need for this rate now in order to "understand[] the potential economics of future service at Verona" to allow us to proceed with construction.

Your letter cites recent BNSF discussions with the RRVW (which we've heard a number of times before) and about other matters that we believe are off-point and irrelevant to your legal authority and responsibility to establish appropriate through rates for JVG-Verona. Nevertheless, we have recently heard reports from our U.S. Senator and the RRVW that, based on their discussions with BNSF, BNSF is finally interested in working promptly and diligently in making whatever arrangements are necessary to enable it to provide us with appropriate through rates to allow JVG-Verona to be constructed.

While we remain hopeful that this matter can be satisfactorily resolved, given our long struggle, I hope you can understand our skepticism. In light of BNSF's reply, and our need to finally resolve this matter, JVG has asked our counsel to prepare an appropriate petition seeking a STB order compelling BNSF to establish responsive, non-discriminatory rates, which counsel is prepared to file on short notice. We obviously would prefer not to bring such an action, but our member-farmers' patience has grown extremely thin at this point. We are going to need concrete assurances and representations from BNSF soon.

Mr. Kevin D. Kaufman
October 4, 2013
Page 2

Once again, JVG is prepared to assist BNSF in any way we can to facilitate an appropriate BNSF's response to our rate request. However, I hope you can recognize that we cannot let this important project remain in limbo much longer.

Sincerely,

A handwritten signature in black ink that reads "Eric Larson". The signature is written in a cursive style with a large, stylized "E" and "L".

Eric Larson
General Manager

LARSON EXHIBIT 11

Peter Pfohl

From: Weicher, Richard E <Richard.Weicher@bnsf.com>
Sent: Tuesday, January 14, 2014 6:48 PM
To: Peter Pfohl
Subject: RE: Follow-up RRVW/James Valley Grain

Peter-I have circled back in our group, and I was wrong on the timing. Our response to the RRVW's last position has been moving more slowly than anticipated, but should be forwarded shortly.

Rick Weicher

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From: Peter Pfohl [<mailto:pap@sloverandloftus.com>]
Sent: Tuesday, January 14, 2014 10:50 AM
To: Weicher, Richard E
Subject: RE: Follow-up RRVW/James Valley Grain

Rick: I just left you a phone message to follow-up on the below since I haven't heard back from you. When we spoke on December 20th, you communicated that BNSF had just sent back a response to RRVW's December 3rd communications. That obviously wasn't the case. I then left several messages with you after discovering that RRVW had actually not received any response from BNSF. When we spoke last Thursday, you conveyed that the involved BNSF personnel had re-gathered after the Holiday break, and that BNSF had sent a response to RRVW's December 3rd communications. But nothing has been received to date according to RRVW.

We've repeatedly conveyed that time is of the essence here, and, most recently, that JVG needs to get an answer now in order to schedule its contractors to be operational by the Fall 2015 crop. JVG has patiently held off on taking any regulatory actions to allow BNSF/RRVW time to negotiate a new deal. While you may not have a finalized deal completed at present, JVG needs guidance from you, because, as previously conveyed, absent the provision of non-discriminatory shuttle rates, JVG-Verona will not have the competitive rates and service terms it needs to undertake construction and become a viable customer.

As you know, JVG-Verona represents substantial new business for BNSF, with the \$30+ million shuttle facility investment (that meets all of BNSF's shuttle design requirements) being fully paid for by JVG's farmer-members. It is an understatement that JVG has been very patient over the last 2+ years awaiting resolution.

Would appreciate any light that you can shed at your earliest convenience.

Regards,

Pete.

Peter A. Pfohl
Slover & Loftus LLP
1224 17th Street, N.W.

Washington, D.C. 20036
(202) 454-4419
pap@sloverandloftus.com

From: Peter Pfohl
Sent: Friday, January 10, 2014 3:36 PM
To: 'richard.weicher@bnsf.com'
Subject: Follow-up RRVW/James Valley Grain

Rick: Appropos of our conversation yesterday, and your statement that BNSF had just sent a response to RRVW's December 3rd communication, today I checked with RRVW, and they indicated that nothing has been received from BNSF to date. We're obviously not involved in your negotiations, but given our client's expressed urgency on obtaining appropriate rates, and seeing this matter promptly resolved, I wanted to follow-up with you and let you know. Regards, Pete.

Peter A. Pfohl
Slover & Loftus LLP
1224 17th Street, N.W.
Washington, D.C. 20036
(202) 454-4419
pap@sloverandloftus.com

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Peter Pfohl

From: Peter Pfohl
Sent: Wednesday, January 15, 2014 8:16 PM
To: richard.weicher@bnsf.com; 'Mark Sidman'
Cc: Eric Larson (eric.larson@jamesvalleygrain.com)
Subject: Invitation for RRVW/BNSF to Participate in James Valley Grain Board Meeting, JANUARY 22, 2014, 9:30 AM (CENTRAL TIME)

Dear Rick and Mark: Our client, Eric Larson, General Manager of James Valley Grain (JVG), has asked me to extend an invitation to your clients to participate in JVG's upcoming Board meeting, scheduled for next Wednesday, January 22, 2014. The JVG Board meeting is taking place at JVG's Oakes, ND facilities. The meeting starts at 8:30 a.m. central time, and the suggestion has been made that you participate an hour into the meeting at 9:30 a.m. central time. I apologize for the short notice, but this request has been necessitated by recent developments.

The purpose of this request is to have the railroads' discuss directly with the JVG Board the status of your arrangements to make available through-shuttle rates for application to the transportation services following completion of JVG-Verona facility construction. As you know, construction cannot be commenced prior to receiving assurances that through shuttle rates will be provided, similar to the those provided to BNSF's other seven grain shuttle customers on RRVW's lines.

BNSF informed JVG in September, 2013 that initial BNSF/RRVW proposals were exchanged on September 4, 2013. We have been informed that discussions have continued, significant progress was made, and further proposals have been exchanged that would enable JVG-Verona to obtain necessary through shuttle rates and service. Unfortunately, discussions appear to have stalled, or at least slowed down, and there does not appear to be any urgency. JVG and its members are very concerned about this.

We have mentioned before that time is of the essence here, and, most recently, that JVG needs to obtain an answer now in order to schedule its contractors to be operational by the Fall 2015 crop. JVG has been more than patient with your clients over the last 2+ years awaiting a final resolution.

JVG has no interest in interfering with your private negotiations, it simply wants to facilitate them, and at least obtain certain assurances. In this respect, at a very minimum, and in the absence of a final deal, JVG (i) needs to know what are the prospects for the parties finalizing a deal, and what is the timeframe; and (ii) can BNSF and RRVW provide JVG with a reasonable assurances that, based on the current parameters of the agreement being negotiated by BNSF and RRVW, JVG will be able to secure through shuttle rates going forward in the event a final agreement is reached. (E.g., has any type of MOU been struck, and if not, can one be struck to allow this project to go forward now?).

Absent such further information, JVG remains unable to make a reasonable business decision on the commencement of its Verona project. The project has already been delayed entirely too long and JVG now simply asks for your help to allow it to make a final determination on project commencement. As previously discussed, we have now approached the time where JVG is prepared to immediately proceed with appropriate regulatory actions. While that is not its preference, the lack of progress will necessitate this option should this matter remain unresolved.

Please let Eric Larson know if you can attend the Board meeting, and, if so, your preferences as to appearing in person or via telephone call-in (obviously, given the short notice, we understand the need for possible participation by telephone). On behalf of JVG, we greatly appreciate your consideration and willingness to participate.

Regards,

Peter Pfohl.

Peter A. Pfohl
Slover & Loftus LLP
1224 17th Street, N.W.
Washington, D.C. 20036
(202) 454-4419
pap@sloverandloftus.com

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Peter Pfohl

From: Peter Pfohl
Sent: Tuesday, January 21, 2014 4:01 PM
To: richard.weicher@bnsf.com; 'Mark Sidman'
Cc: Eric Larson (eric.larson@jamesvalleygrain.com)
Subject: FW: Invitation

Rick/Mark: See additional call in information for JVG Board meeting scheduled for tomorrow. Rick, based on our discussion of this afternoon, I understand that BNSF will not be participating. Should you change your mind, feel free to call-in, as I know the JVG Board would like to hear from you. Mark, based on our discussion of this afternoon, I understand that Sharon Trudell of the RRVW will be participating by call-in/telephone, but as she leaving on travel tomorrow, her availability may be limited (I understand Sharon is getting in touch with Eric directly to discuss).

Thank you for your consideration,

Regards,

Pete Pfohl

Peter A. Pfohl
Slover & Loftus LLP
1224 17th Street, N.W.
Washington, D.C. 20036
(202) 454-4419
pap@sloverandloftus.com

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From: Eric Larson [<mailto:eric.larson@jamesvalleygrain.com>]
Sent: Tuesday, January 21, 2014 3:49 PM
To: Peter Pfohl
Subject: Invitation

To: BNSF and RRVW
FROM: James Valley Grain, LLC – Oakes, ND
SUBJECT: Invitation
TIME: 9:30 AM
DATE: Wednesday January 22, 2014

Good Afternoon:

Our James Valley Grain Board of Directors would like to extend an invitation to the BNSF and RRVW rail roads. We would like both railroads to participate in a discussion, either by conference call or in person, to discuss the updates of the Verona, ND proposed shuttle facility.

Call in number: 701-742-5208
Time 9:30 AM.

Thank You
Eric Larson

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

| | | |
|--------------------------------|---|-------------------------|
| JAMES VALLEY GRAIN, LLC |) | |
| |) | |
| |) | |
| Petitioner, |) | |
| |) | |
| v. |) | Docket No. 42139 |
| |) | |
| BNSF RAILWAY COMPANY |) | |
| |) | |
| |) | |
| Respondent. |) | |
| |) | |

**PETITION FOR AN ORDER COMPELLING
ESTABLISHMENT OF COMMON CARRIER RATES**

EXPEDITED ACTION REQUESTED

LEGAL ARGUMENT

I. BACKGROUND

James Valley Grain, LLC (“JVG”) is a limited-partnership grain marketing cooperative owned by more than 450 farmer-members in southeastern North Dakota. Verified Statement of Eric Larson (“Larson V.S.”) at 1. Currently, JVG markets and arranges for transportation of grain (corn, soybeans and wheat) from its shuttle train facilities at Oakes, ND (“JVG-Oakes”) to various destinations including the Pacific Northwest (“PNW”) destinations reflected in BNSF Railway Company’s (“BNSF’s”) shuttle-train Tariff 4022 series. *Id.* at 4-5.

BNSF has extolled the virtues of its shuttle-train program since it was first implemented in the early 2000s, and it has lauded the participation of “[f]armers [who] wanted to increase competitiveness in world markets and were willing to take the necessary steps to become more efficient.” *Rail Transportation of Grain*, STB Ex Parte No. 665, Verified Statement of John E. Davis, General Director for BNSF Agricultural Products Business Unit (filed Feb. 13, 2007) at 2. BNSF has also represented to this Board that, to incentivize new shuttle facilities “BNSF committed to share efficiency gains with producers through lower rates and efficiency payments.” *Id.*

BNSF has done this through the promulgation of its shuttle train Tariff 4022, which includes origin and destination efficiency payment items (BNSF-4022 Items 13500 and 13501), and shuttle rate items currently designated for three major commodities as BNSF-4022, Item 39013 (shuttle corn); BNSF-4022, Item 69105 (shuttle soybeans); and BNSF-4022, Item 43908 (shuttle wheat). *Larson V.S.* at 7, 10. Copies of these tariffs are included with Mr. Larson’s Verified Statement as Exhibit 1.

JVG has affirmatively responded to BNSF’s requests that farmers develop 110-car shuttle train loading facilities, which it has previously done at JVG-Oakes, to replace smaller, non-shuttle elevators. *Id.*¹ These initiatives have enabled JVG-Oakes to participate in BNSF’s shuttle train program. *Id.* at 4-5. This participation has enabled JVG-Oakes to further invest in, and upgrade its facilities to meet its members’ needs – including recent facility upgrades of \$5.3 million. *Id.* at 5. These upgrades have led to

¹ JVG-Oakes is one of only 30 BNSF shuttle facilities in North Dakota out of some 175 elevators operating in the State. *Id.* at 5.

steady increases of grain volumes at JVG-Oakes to over 25 million bushels annually in recent years with good weather conditions, to the added benefit of BNSF. *Id.* Even with these upgrades, the growing needs of JVG's farmer-members, and especially those to the north of Oakes, has resulted in JVG's decision to construct a new grain shuttle facility at Verona, ND (located about 20 miles north of Oakes). *Id.* at 5-6.

Historically, Verona had an elevator capable of accommodating only 26 railcars at a time but that elevator has been closed. *Id.* JVG has acquired the property at Verona needed to construct a state-of-the art shuttle train loading facility, including a loop track capable of accommodating 120-car trains, as required to take advantage of the type of single-line shuttle train rates to the PNW from other origins physically served by the Red River Valley & Western Railroad Company ("RRVW") published in BNSF Tariff 4022. *Id.*² The farmers north of Oakes especially will benefit and be better served by the construction of JVG-Verona due to the shorter truck hauls from their farms to Verona. *Id.* The new JVG-Verona facility will significantly expand JVG's capabilities and service territory, and benefit its farmer-members by enlarging the markets for their grain as well as the volume of grain moving from the area, also to the added benefit of BNSF. *Id.*

The JVG-Verona station, along with JVG Oakes and six other shuttle train facilities, are physically located on or adjacent to the tracks of the RRVW. In 1987,

² BNSF's public commitments as to new shuttle facility participation in BNSF's shuttle train program spurred JVG's decision to invest approximately \$3 million for land acquisition and design/engineering costs related to construction of the JVG-Verona facilities. *Id.* at 5-7.

RRVW was formed by acquiring approximately 656 miles of lines from a BNSF predecessor (also referred to herein as “BNSF”) in North Dakota and Minnesota in order to preserve rail service to grain shippers served by those lines.³ The rail lines owned and operated by the RRVW, along with the other RRVW-served grain shuttle facilities, are shown on the map of the RRVW system on page 9 of Mr. Larson’s Verified Statement. They include the line serving Verona, SD. As shown on this map, BNSF’s and RRVW’s lines intersect at several points, including at Casselton, ND, and the RRVW delivers trainload grain traffic originating at seven grain elevators from stations it serves and destined to the PNW to BNSF at Casselton which is located 151 rail miles from Verona. Larson V.S. at 13.

While RRVW physically serves each of the shuttle elevators on its lines, it has not established, and does not have the authority to establish, rates for any of its customers for service to BNSF-served destinations. RRVW has confirmed this fact, and has further informed JVG that, in the 25-plus years since the RRVW acquired its lines from BNSF, RRVW has never offered, published or participated in any local, proportional/Rule 11, or joint rail rates for the movement of grain from points on its lines to destinations served by BNSF. Larsen V.S. at 10-11. Instead, without exception for over 800,000 carloads of BNSF-through traffic hauled from RRVW origins since RRVW’s inception, BNSF has provided RRVW-served grain shippers with BNSF-direct

³ *Red River Valley & Western R.R. – Acquisition and Operation Exemption – Certain Lines of Burlington N. R.R.*, ICC Finance Docket No. 31071 (Notice of Exemption served July 13, 1987) (1987 WL 98926).

rates that cover the entire movement from the elevator located on the RRVW to the destination located on BNSF (*e.g.*, Seattle, WA). *Id.* at 10-11.

This BNSF exclusive right and obligation to quote through rates is confirmed in BNSF and RRVW's governing rate agreement, which counsel has obtained from public filings made by the parties in federal district court, with relevant portions included in Exhibit 4 to Mr. Larson's Verified Statement. This agreement is especially relevant here, because it was implemented, and expressly made part and parcel of the line-acquisition transaction filed at the Interstate Commerce Commission between BNSF and RRVW.

As part of the 1987 acquisition transaction for which exemption approval was obtained from the Board's predecessor, BNSF and RRVW entered into a Rate and Allowance Agreement granting BNSF the power of attorney to set rates on all rail business originated on the RRVW lines and interchanged to BNSF for the remainder of its movement to final destination (including the PNW). The Agreement requires BNSF to pay the RRVW a specified contractual per-car fee or "allowance" for moving carloads between the point of origin on RRVW and the point of connection with BNSF (*i.e.*, Casselton, ND) as set forth in Sections 2 and 3 of the Agreement. In this regard, Section 5 of the 1987 Rate and Allowance Agreement provides as follows:

Section 5. Tariffs and Contracts.

A. RRVW agrees that it shall grant Northern [BNSF's predecessor] power of attorney to make, enter into, alter, change, and otherwise establish tariff charges and contracts relative to the transportation of commodities interchanged with Northern to and from and on the Subject Line. Such

power of attorney shall prohibit any action by Seller that would. . . (ii) discriminate in favor of seller's stations over stations on the Subject Line, without Buyer's consent. . . . The parties agree to enter into and execute any necessary documentation to effect this power of attorney. RRVW may establish its own tariffs and contracts for any and all other services. Northern agrees that it will issue all waybills on traffic originating on the Rail Facilities and Subject Line (as defined in the Purchase Agreement) operated by RRVW and interchanged to Northern. Northern also agrees that it will handle all freight billing and accounting on traffic Northern interlines with RRVW.⁴

Under this contractual arrangement, which has been in effect for 26 years, (and with a term extending through 2027), BNSF obtained the right and the obligation to offer single-line, BNSF-direct rates to customers located on RRVW lines, without RRVW's being named or participating in the tariff or rate authority. The parties established all necessary rate-setting (or here "allowance") matters. BNSF also expressly agreed not to discriminate between customers on its own lines and customers on RRVW lines in setting rates for movements of grain and other commodities from origins in the region served by RRVW.

BNSF currently provides common carrier shuttle train service pursuant to its Tariff 4022 from the seven grain elevators physically served by the RRVW including elevators at Casselton, Kindred, Oakes, Bernard and Edgeley, ND, and two elevators at Breckenridge, MN. Larson V.S. at 10. Consistent with the terms of the 1987 Rate and Allowance Agreement, all of these facilities have "BNSF-direct" rates that cover the full movement from the origin on the RRVW to the destination on BNSF. *Id.*

⁴ Copy at Larson Exhibit 4.

Following almost two years of unfruitful attempts to get direct, non-discriminatory through rates from BNSF, on September 11, 2013, JVG made a formal, written request to BNSF pursuant to 49 U.S.C. § 11101 and 49 C.F.R. Part 1300 to establish new common carrier rates and service terms for shipments of corn, soybeans and wheat in BNSF-direct shuttle-train service (using railcars provided by BNSF) from JVG-Verona to specified PNW destinations. *Id.* at 15. A copy of JVG's September 11, 2013 request letter is included with Mr. Larson's Verified Statement as Exhibit 8. On September 23, 2013, BNSF responded to JVG's request. V.S. Larson at 15. In its response, BNSF refused to provide BNSF-direct, non-discriminatory through rates, as it has with its other seven shuttle facilities on the RRVW.⁵

JVG responded to BNSF's refusal to establish responsive rates for JVG-Verona rates on October 4, 2013. Larson V.S. at 15. JVG stated that it was "greatly disappointed that, through its reply, BNSF has decided to continue its almost two-year refusal to establish appropriate shuttle service rates necessary to allow us to proceed with our plans for construction of this important \$30+ million private investment for our farmer-members." JVG disputed BNSF's assertion that it did not have an immediate obligation to provide responsive rates. However, JVG explained that, based on reports it

⁵ BNSF went on to state that it was willing to provide non-responsive, discriminatory rates, by offering to participate in another form of rates from Verona to the PNW on the basis of its existing shuttle train rate from Casselton, ND, with a separate RRVW factor to be added either as part of a through, joint rate or as a separate Rule 11 rate. BNSF also said that BNSF was continuing its discussions with RRVW over service, leaving it open as to whether those discussions would ultimately ever lead to responsive rates. A copy of BNSF's September 23, 2013 response letter is included as Exhibit 9 to Mr. Larson's Verified Statement.

had heard from its U.S. Senator and the RRVW that BNSF might be interested in actually finalizing any additional appropriate arrangements it felt were needed with the RRVW to facilitate the provision of responsive rates, JVG once again would give BNSF more time. At the same time, JVG stated that it's "member-farmers' patience has grown extremely thin at this point," and that it was going to need to receive "concrete assurances and representations from BNSF soon." A copy of JVG's October 4, 2013 letter is included as Exhibit 10 to Mr. Larson's Verified Statement.

No such assurances or representations have been received in the almost four months since JVG's October 4, 2013 letter. Larson V.S. at 15-16. While BNSF and RRVW apparently continue to discuss their commercial arrangements, that does not obviate or alter BNSF's obligation to provide responsive rates at this time. In any event, it is clear that BNSF has refused to pay adequate attention to this matter, as reflected in the recent communications between counsel for BNSF and JVG counsel included as Exhibit 11 to Mr. Larson's Verified Statement. As Mr. Larson confirms: "at this time, we have been unable to obtain any concrete assurances and representations from BNSF that we will be provided appropriate, responsive rates now or in the future, with or without a deal. Despite our efforts, BNSF has not engaged in any direct communications with us over JVG-Verona service for almost four months and has recently declined to directly address the matter with the JVG Board." *Id.* at 15-16.

II. BASIS FOR RELIEF REQUESTED

A. BNSF HAS A COMMON CARRIER OBLIGATION TO PROVIDE RESPONSIVE RATES AT THIS TIME

BNSF is a rail carrier subject to the Board's jurisdiction under the ICC Termination Act of 1995, 49 U.S.C. § 10101, *et seq.* As such, BNSF has a statutory obligation under 49 U.S.C. § 11101 to provide responsive common carrier rate and service terms, and BNSF must also provide rail service pursuant to those rates on reasonable request. *See Pejepsco Indus. Park, Inc. d/b/a Grimmel Indus. –Petition for Declaratory Order*, 6 S.T.B. 886, 893-99 (2003) (“*Pejepsco*”) (a rail carrier must immediately provide responsive rates consistent with the request for rates for transportation by rail that is directly from an origin station, and not merely “from some point in the area,” and it “cannot make its service contingent upon guaranteed profits from that service”).

This statutory requirement is reflected in the Board's regulations, which specify that a rail carrier must provide common carrier rate and service terms upon formal request within ten business days after receipt of the request. 49 C.F.R. § 1300.3. JVG's request, as set forth in its September 11, 2013 letter to BNSF (Larsen Exhibit 8), details JVG's service requirements and fully complies with the Board's common carrier rate and service solicitation rules.

As the foregoing Background section and the accompanying verified statement of Mr. Larson clearly show, BNSF holds itself out to provide BNSF-direct common carrier rail transportation service for the movement of grain from origins

physically served by the RRVW, including Verona, ND, to BNSF-served points including the PNW ports. While Verona and the other stations are physically located on the lines of RRVW, these stations are clearly stations from which BNSF holds itself out to exclusively provide BNSF-direct rates and service.

First, the Official Railroad Station List, tariff OPSL 6000, (“OPSL”) lists Verona as a BNSF station (OPSL No. 8260), as it does all the seven shuttle grain elevators on the RRVW, directing all waybills to be issued in BNSF’s name. *Id.* at 12. Excerpts of the relevant OPSL sections are set forth in Exhibit 5 to Mr. Larson’s Verified Statement. In the OPSL, BNSF lists the “type” of station as “OR” – “O” stands for operating location and “R” stands for revenue location meaning that the station is both served by the railroad, and cars can be waybilled to that point under that railroad’s name. The governing OPSL notes also contain further restrictions, specifying that BNSF-through traffic is to “be routed only via BNSF” and clarifying that Verona and the other RRVW stations are to be considered as BNSF stations “for the purpose of . . . assessing transportation charges.” *Larsen V.S.* at 12-13.

Second, BNSF’s Grain Elevator Directory designates Verona and all of the other grain elevators physically located on the RRVW with a “D” – meaning it is a BNSF-direct service location. *See Larson V.S.* at 10. Representative elevator listings from the Directory reflecting this fact are set forth in Exhibit 2 to Mr. Larson’s Verified Statement.

Third, for purposes of determining the rail mileage between Verona, ND and Seattle, WA (for example) using the PC/Miler**Rail* program, a standard program

utilized in the rail industry for determining railroad routes and mileages, Verona is listed as a BNSF station and the route is shown as a single-line BNSF route.

Fourth, the waybills and freight bills, including those from JVG-Oakes, list and represent that each of the RRVW served stations is a BNSF station. Larson V.S. at 10.

Fifth, the fact that BNSF has exclusive and immediate rate-setting authority to provide BNSF-direct rates from/to each of the stations on the RRVW lines is confirmed by 26+ years of *exclusive* BNSF ratesetting for all stations on the line. As RRVW has confirmed, “*all* of the more than 800,000 carloads of interline traffic we have handled with BNSF since 1987 have moved under through rates quoted by BNSF. Never once, until now, has BNSF refused to quote a through rate to a customer on our line.” June 4, 2013 letter from RRVW to BNSF (included as Exhibit 3 to Mr. Larson’s Verified Statement).

Sixth, BNSF’s exclusive and immediate right and obligation to quote through common carrier rates for JVG-Verona is confirmed by Section 5 of the 1987 BNSF/RRVW Rate and Allowance Agreement, as discussed above.

Finally, JVG has clearly demonstrated that it has presented a “demonstrable business or business planning need” for the responsive rates. *See Ashley Creek Phosphate Co. v. Chevron Pipe Line Co.*, 5 I.C.C.2d 303, 210 (1989) (“*Ashley Creek*”); *see also Arizona Elec. Power Coop. v. Burlington N. & Santa Fe Ry., et al.*, 5 S.T.B. 531, 532 (2001) (“*AEPCO*”) (requiring the respondent carriers to establish common carrier rates for the movement of coal to the petitioner’s power plant). This business need arises

because, as JVG has repeatedly told BNSF, it needs the rates in order to proceed with construction of its \$30+ million shuttle facility – a facility whose economic success and ability to meet the essential business needs of farmers is fully dependent on obtaining BNSF-direct, non-discriminatory through rates. Larson V.S. at 16.

Here, JVG remains without “any tariff at all on which to base its business decisions,” *Ashley Creek*, 5 I.C.C.2d at 311, because BNSF refuses to provide it with any appropriate, responsive rates for its business as it has done for all other shuttle facilities on the RRVW lines and elsewhere as evidenced in the issued BNSF tariff 4022 rates. BNSF does not appear to dispute this issue as its September 23, 2013 letter states that “we can appreciate your interest in understanding the potential economics of future service at Verona.”⁶ (*See* copy of letter set forth in Exhibit 9 to Mr. Larson’s Verified Statement).

⁶ BNSF suggested in its September 23 response for common carrier rates that even though it was willing to provide some rates (albeit non-responsive rates), it “did not have an obligation to provide rates to your proposed facility at this time.” JVG assumes this denial was based on *Burlington N. R.R. v. STB*, 75 F.3d 685 (D.C. Cir.1996) (“*Burlington*”), pertaining to a carrier’s obligation to provide a common carrier rate for traffic that was governed by a rail transportation contract that would not expire for more than a year. *Burlington* is inapposite, and does not support BNSF’s position here, as there is no rail transportation contract governing the movements in issue and JVG has asserted an intention to use the requested rates immediately upon completion of its JVG-Verona shuttle-train loading facilities. *See Ashley Creek*, 5 I.C.C.2d at 310; *AEPCO*, 5 S.T.B. at 532. In any event, BNSF has waived any *Burlington* objection by offering JVG shuttle train rates, although non-responsive, from Casselton to the PNW.

B. BNSF'S EXCUSES FOR ITS FAILURE TO ESTABLISH RESPONSIVE COMMON CARRIER RATES ARE INVALID

In its September 23, 2013 letter responding to JVG's September 11, 2013 formal request for common carrier rates (Larson Exhibit 9), BNSF offers several reasons for its refusal to provide BNSF-direct, non-discriminatory through shuttle rates for JVG-Verona responsive to JVG' request. None of BNSF's excuses are valid.

First, BNSF contends that, "because . . . we already have existing mileage table rates for RRVW origins and PNW destinations for the commodities you have identified, we do not believe that we have an obligation to provide any more specific rates at this time." However, BNSF does not even attempt to specifically identify or provide any such specific "mileage table rates" – likely because none exist for the service requested by JVG that that could possibly be responsive to JVG's request, and especially given JVG's need to obtain large volume, BNSF-direct, non-discriminatory shuttle service comparable to that provided from other shuttle facilities located on RRVW's lines operating under BNSF Tariff 4022.

Second, rather than provide responsive rates, BNSF further replies that there are several "options" in which it "would likely structure through rates for your elevator." These include (i) "[j]oint through rates," with RRVW providing rates from Verona to Casselton, ND, and BNSF providing rates from Casselton to the PNW; (ii) "combination rates," with BNSF apparently using rates under its shuttle program from Casselton as the basis of its portion a joint rate and RRVW "provid[ing] a separate factor of its choosing;" (iii) "Rule 11 rates," with each BNSF and RRVW providing separately

published rates (non-joint rates); and (iv) for non-shuttle transportation, “the then current published non-shuttle or single car rates” would apply. All of these possible “options that are indications of how we would likely structure through rates,” however, are completely non-responsive, and do not satisfy BNSF’s responsibility to immediately provide BNSF-direct common carrier shuttle train rates for JVG-Verona service in accordance with JVG’s request.

JVG specifically requested BNSF-direct rates. In particular, JVG’s rate request requested rates from “Verona, ND (OPSL 8160, BNSF origin);” it requested “BNSF-direct (comparable to BNSF-4022-M direct service for Oakes and six other nearby shuttle facilities);” and it stated that “[r]ates are requested for through service, BNSF-direct, for shipments from Origin to Destinations, for each listed Commodity.” JVG did not request the types of joint through rates, joint combination rates, Rule 11 rates, or single car rates that BNSF states it is willing to provide.

JVG’s request was reasonable BNSF openly holds itself out to provide direct service from Verona, and it has the right and ability to provide such service. BNSF has RRVW’s power of attorney to provide BNSF-direct rates for such movements; Verona, ND is shown in BNSF’s Grain Elevator Directory and in the Open and Prepay Station List as a BNSF station; PC/Miler**Rail* shows the route from Verona, ND to the PNW as a BNSF single-line route; and – until now – BNSF has provided BNSF-direct grain shuttle train common carrier rail rates and service of the exact type requested by JVG to all other shuttle-train shippers with elevator facilities physically served by the RRVW who have requested it during the 26-plus years since the RRVW acquired its lines

from BNSF. BNSF has not only the right, but the obligation (pursuant to governing law and STB rule, and its 1987 Rate and Allowance Agreement with RRVW) to provide the BNSF-direct shuttle-train rates and service to the PNW requested by JVG.

On the other hand, RRVW does not hold itself out to provide common carrier service for interline movements of grain by shippers located on its lines, and even if it did, RRVW has no right (*e.g.*, as BNSF's agent) to establish responsive BNSF-direct rates.⁷ As discussed above, RRVW does not participate in any joint rates applicable to grain shipments from points on its lines, and it has no local or Rule 11 rates applicable to grain shipments destined to points served by BNSF. Rather, pursuant to the 1987 Rate and Allowance Agreement, the RRVW has relinquished all rate setting ability for through service involving BNSF to BNSF, and BNSF establishes such rates only for BNSF-direct service.

In this instance, RRVW, by specific design and by binding contractual arrangement, functions solely as an agent for BNSF, which has taken upon itself the performance of all line-haul transportation service and is the only carrier named in the applicable tariffs and in the bills of lading for these movements. *Cf. Continental Grain Company –Petition for Declaratory Order*, 1 I.C.C.2d 624, 627 (1984) (holding that switching carrier whose charges are absorbed by the line-haul carrier acts as agent for the latter); *Southern Roads Co. v. Galveston, H. & A. Ry. Co.*, 168 I.C.C. 768, 770-72 (1950) (same). This is not an unusual circumstance. *See South Carolina Rys. Comm'n v.*

⁷ In fact, Section 5 of the 1987 Agreement gives RRVW the right to establish its own tariffs or contracts *only* for movements other than interline movements involving BNSF (*e.g.* for local movements).

Seaboard Coast Line R.R., 365 I.C.C. 274, 277-78 (“[i]t is common practice for terminal carriers to act as agents for line-haul carriers” and the fact “that the line-haul carriers and switching carriers do not publish a joint rate or share in the division of that rate are indicia of an agency relationship”).

Third, BNSF’s only substantive response to date has been to offer “options” in which it “would likely structure through rates for your elevator,” and even then, its rate offerings are provided in the form of entirely different rates applicable from a *different* BNSF origin (Casselton, ND).⁸ JVG did not ask for such discriminatory rates, and it cannot use them because the end result is to make the JVG-Verona facilities non-competitive with other RRVW-served shuttle-train elevators (not to mention shuttle-train elevators located on BNSF’s own lines in the same general area).

For example, BNSF’s current shuttle train tariff rate to transport corn to PNW destinations from Casselton, ND is \$4,693 per car.⁹ *Larsen V.S.* at 13. If the current RRVW contractual allowance payment of \$760 per car is added to the BNSF rate from Casselton as either the RRVW’s factor of a joint rate or as a separate Rule 11 rate, as proposed by BNSF, the total rate would be \$5,453 per car. This is significantly higher than the current BNSF-direct shuttle train rates to the PNW from Edgeley, ND (\$4,779

⁸ When a common carrier request seeks service from a specific station, a carrier must provide service to that specific station, and not merely from “some point in the area to which, unlike [the shipper’s] plant, [the railroad] was willing to provide service.” *Pejepscot*, 5 S.T.B. at 896.

⁹ All rates described herein are set forth in Tariff BNSF 4022 Item 39013 (relevant excerpts from which are provided in Larsen Exhibit 1), and are for movements in trains comprised of 4,750-5000 cubic-foot cars which are the predominate-sized cars used by BNSF for shuttle train service from North Dakota origins.

per car) or from the JVG-Oakes facility at Oakes, ND (\$4,836 per car) – both of which are also physically served by the RRVW, and both of which are located farther from Casselton than Verona (in fact, shuttle trains originating at Edgeley pass closely by Verona en route to Casselton). Larsen V.S. at 13-14.

By all appearances, BNSF's thinly veiled purpose with its rate offerings is to make the proposed JVG-Verona facility uncompetitive with shuttle-train elevators it serves directly, such as the elevator at Valley City, ND (located 42 highway miles north of Verona), in hopes of inducing JVG's farmer-members who are located near Verona to truck their grain 40 to 50 miles further north to Valley City – thus enhancing BNSF's net revenues by cutting RRVW out of the movement.¹⁰

BNSF's refusal to provide the same type and level of shuttle-train grain rate and service terms to JVG-Verona that it provides for other grain shippers in the area (including elevators on its own line such as the one at Valley City, ND) discriminates in favor of a BNSF station over a station (Verona, ND) on the lines sold to RRVW in 1987, in direct contravention of Section 5 of the parties' Rate and Allowance Agreement (which was part and parcel of the ICC-exempted acquisition transaction) and which prohibits BNSF from taking rate actions "would. . . (ii) discriminate in favor of seller's stations over stations on the Subject Line." Besides being prohibited contractually, such rate offerings are in conflict with the National Rail Transportation Policy requiring the

¹⁰ BNSF's shuttle-train rates from points on its own lines in the same general area, such as Valley City are comparable to the rate it has offered to JVG from Casselton.

Board, “to prohibit predatory pricing and practices, to avoid undue concentrations of market power, and to prohibit unlawful discrimination.” 49 U.S.C. § 10101(12).¹¹

BNSF’s proffered non-responsive rate offerings also serve only to continue to block the development of JVG-Verona shuttle project and to increase farmers’ trucking costs, not to mention the fuel, road-maintenance and other environmental and energy costs associated with the additional trucking distance. *Larson V.S.* at 6. As Mr. Larson explains:

Access to nearby shuttle facilities is critical to farmer competitiveness. Trucking costs to more distant shuttle train loading elevators are significant. Additional trucking from farm to elevator also leads to more inefficient service and creates added wear-and-tear on highways and local roads, and could potentially create safety issues. Also, as the railroads frequently tout in their national advertising campaigns, trucking is far less fuel-efficient than rail and produces additional greenhouse gas emissions and expanded carbon footprints.

Id. Such a result does not enhance, but instead greatly inhibits farmer competitiveness and the growth of the local and regional economy, as well as potentially threatening public safety through increased truck trips. BNSF’s non-responsive rate offerings also conflict with the National Rail Transportation Policy requiring the Board “to foster sound economic conditions in transportation,” “to operate transportation facilities and equipment without detriment to the public health and safety,” and “to encourage and promote energy conservation.” 49 U.S.C. § 10101(5), (8), (14).

¹¹ Additionally, such refusal violates the ICCTA’s unreasonable-discrimination provision, 49 U.S.C. § 10741.

Fourth, in its September 23, 2013 response to JVG's request for shuttle-train rate and service terms (Larsen Exhibit 9), BNSF asserts that it has been unable to reach an "alternative arrangement" with RRVW that would enable it to provide a BNSF-direct rate to the PNW from JVG's Verona facility. Larsen V.S. at 13, 15-16. BNSF's attempt to shift the onus to the RRVW is unavailing and JVG's request should not, and cannot, be dependent on BNSF's attempt to "get a better deal" from its local transportation agent, the RRVW.

As clearly established above, BNSF already has a binding contractual arrangement in place with the RRVW under which it has the right and obligation to offer non-discriminatory, BNSF-direct rates from Verona and other RRVW-served points to the PNW, and under which the RRVW is not only entitled to a defined per-car allowance for interline movements it originates, but prohibited from establishing its own rate for its portion of any such movement. BNSF has used this existing contractual arrangement with RRVW to provide BNSF-direct shuttle train rates and service from seven other RRVW-served elevators in the same general area.¹²

BNSF's responsibility to provide responsive common carrier rates under the law does not and cannot rest on its ability to revise its binding contract arrangements with its local transportation agents (such as RRVW) or other suppliers to its preferred

¹² The RRVW has even offered to reduce its contractual charge for moving grain cars between Verona and the BNSF interchange at Casselton, ND to a level even lower than that provided for shuttle-train movements from other RRVW-served elevators, but BNSF has rejected that offer. Larson V.S. at 13. To be clear, the success or failure of such negotiations is not relevant to the issue of BNSF's common carrier obligation to establish common carrier rates for JVG-Verona, but RRVW's offer does shed light on BNSF's real (and improper) motive behind its refusal to provide responsive rates.

liking. Otherwise the very decision whether or not to meet the common carrier obligation to establish responsive rates would, in effect, be placed in the sole discretion of the railroad – and carriers such as BNSF would easily be able to end-run their statutory obligations as has been occurring with JVG-Verona for over two years now. *See Pejepsco*, 6 S.T.B. at 894 (“[i]t is axiomatic that a rail carrier may not indirectly avoid its common carrier obligation to provide service by evading its obligation to establish rates upon request”).

BNSF has a fundamental obligation to establish rates for rail service it holds itself out to provide. *Pejepsco*, 6 S.T.B. at 893-94; *Western Resources, Inc. v. The Atchison, Topeka and Santa Fe Ry. Co.*, STB Docket No. 41604 (STB served May 17, 1996), slip op. at 4-5 (a railroad’s common-carrier obligation requires it to comply with any reasonable request for service as well as shipper requests for rates). JVG’s request for BNSF-direct common carrier rate and service terms for shuttle-train movements of grain from JVG-Verona to BNSF-served PNW destinations was and is reasonable given BNSF’s holding out to provide such service on a non-discriminatory basis under the terms of its contractual arrangements with the RRVW. BNSF’s failure and refusal to establish common carrier rates and service terms in accordance with JVG’s formal written request violates BNSF’s express statutory obligation under 49 U.S.C. § 11101(b) as well as its obligations under 49 C.F.R. § 1300.3.

III. REQUEST FOR EXPEDITED ACTION

JVG asks the Board to expedite its consideration of and action on this Petition. As stated in Mr. Larson’s testimony, JVG is prepared to spend a total of \$30+

million (including approximately \$3 million spent to date for land acquisition and design/engineering costs) to construct the new shuttle-train loading facilities at JVG-Verona. JVG needs to be able to enter into construction contracts very soon if construction is to be sufficiently completed to enable shuttle-train shipments to begin by the 2015 harvest season. However, JVG needs to have available BNSF-direct shuttle train rates and service comparable to the rates and service presently available to other shuttle train elevators located on RRVW (and BNSF) lines in southeastern North Dakota to make the project economically viable. Larsen V.S. at 16.

If BNSF is allowed to persist in its refusal to provide a direct rate from Verona to the PNW, JVG will not have the competitive rates and service terms it needs to have to make an informed business decision on whether to proceed with construction of JVG-Verona. Postponement of construction means that JVG and its more than 450 farmer-members will continue to be competitively foreclosed from shipping their grain from a BNSF origin of their choosing until at least 2016, and likely beyond. *Id.* at 16. For these reasons, expedited consideration of this petition is essential.

WHEREFORE, JVG requests that the Board promptly enter an order compelling BNSF to establish BNSF-direct, non-discriminatory common carrier rates and service terms for transportation of grain in shuttle trains from Verona, ND to BNSF-served PNW destinations named in BNSF Tariff 4022.

Respectfully submitted,

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Its Attorneys

Dated: January 29, 2014

CERTIFICATE OF SERVICE

I hereby certify that I have this 29th day of January, 2014, caused a copy of the foregoing Petition and accompanying Verified Statement to be served by overnight delivery service upon the chief legal officer of BNSF Railway Company, as follows:

Roger Nober
Executive Vice President, Law and Secretary
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131-0039

With a courtesy copy by email to:

Richard E. Weicher
Vice President and General Counsel, Regulatory
BNSF Railway Company
richard.weicher@bnsf.com

Peter A. Pfohl