

METAL PRODUCTS IN COILS LETTER OF AGREEMENT

The following conditions apply to intermodal domestic and international shipment of metal products in coils shipped in trailers or containers (equipment) moving on or via BNSF Railway ("BNSF") on or after August 16, 2007 ("Effective Date"). (Coiled metal weighing less than 3,500 pounds is exempted from this Agreement.) All Letters of Agreement between BNSF and shippers relating to the movement of coiled metal products are superseded by this Agreement.

The following procedures are being implemented to help ensure a safe rail environment for all BNSF employees, the general public and shippers while protecting BNSF customers' best interests. No metal coils in excess of 3,500 pounds will be transported by BNSF, unless this Letter of Agreement has been signed by the Shipper and is on file at BNSF, indicating the Shipper's awareness and acceptance of the requirements for shipping coiled metal products in trailers or containers on BNSF.

The terms and conditions of the *BNSF Intermodal Rules and Policies Guide* and the Coiled Metal Products Diagrams and Descriptions in effect at the time a shipment of metal products in coils, is tendered shall apply, as long as they are not in conflict with the terms and conditions of this Letter of Agreement. The undersigned Shipper acknowledges that it has reviewed the *BNSF Intermodal Rules and Policies Guide*. In the event of a conflict between the terms of this Letter of Agreement and any provision of the *BNSF Intermodal Rules and Policies Guide*, the terms of this Letter of Agreement shall govern.

When tendering coiled metal products, the Shipper is fully responsible for using equipment in suitable condition to carry concentrated weights, and for properly distributing the weight of the load over the flooring, sills and cross-members of the equipment (trailer or container). Coiled metal products must be designated by **commodity description "Coiled Metal Product," and proper** Standard Transportation Commodity Code ("**STCC**") on the shipping instructions. Shipper must not use a FAK STCC commodity or commodity description. A **special Coiled Metal price authority** must be used. Prior to transportation of the shipment, a **fully executed Equipment/Loading Certification** must be submitted. No more than 25,000 pounds shall be loaded in any 10 linear feet of the equipment, nor more than 2,500 pounds over 1 linear foot of the equipment and it must be uniformly distributed over the entire floor surface. In no event will Shipper exceed the equipment manufacturer's cargo weight limitation, nor BNSF's Intermodal maximum gross weight limitation of 58,000 pounds (consisting of lading and equipment). BNSF will not accept coiled metal products loaded in a trailer/container that is more than 10 years old. (Manufacturing date can be found on the identification plate on the exterior front wall of the equipment.)

The Shipper agrees to provide a pre-loading inspection of the equipment to include all structural members, (i.e. stacking/corner posts, top/bottom rails, door and/or nose header), with a comprehensive inspection of the undercarriage, including cross-member/bottom rail junctions for cracks or failed welds and deterioration of the interior, and the undercarriage inspection of the floor will be conducted for suitability as well as tunnel bolster components. Any exceptions will require the Shipper to reject the piece of equipment for loading.

Shipper agrees to load the shipment in compliance with BNSF loading regulations to include weight distribution and blocking and bracing. Diagrams of the loading specification being used must be sent to BNSF Load and Ride Solutions for approval prior to acceptance of any shipment being tendered to BNSF. If LARS has not approved a specific method, the shipment will not be tendered to BNSF. Shipper agrees to properly block and brace shipments to prevent any occurrence of longitudinal or lateral movement during the entire transport cycle when using this method. Shipments containing coiled metal in excess of 5,000 pounds per coil will require **loading on a LRP or sled** unless exempted in writing by BNSF LARS, and will be **designated by the registration number** the Shipper applies to the **Equipment/Loading Certification** document. Coils under 5000 pounds will be loaded on a hardwood skid (as defined by the Association of American Railroads rules and publications) with a minimum deck surface of 4 feet by 4 feet and three 4 inch by 4 inch skid runners, unless otherwise exempted by LARS.

Shipper also agrees to perform a post loading inspection, which includes a thorough inspection of the undercarriage, flooring and all supporting components. Any exception to a component or significant deformation of any cross-member will show for the Shipper rejection of equipment and will not be tendered to BNSF for transport.

A BNSF Equipment/Loading Letter of Certification document must be supplied by Shipper on each shipment being tendered before transportation by BNSF. A registration number assigned by BNSF LARS will be entered on the document by the Shipper. This number certifies the Shipper is using a specified loading, securement, and weight distribution method agreed upon by BNSF.

BNSF will remove from transportation and place in storage pending further disposition any shipment of metal products in coils, which BNSF discovers does not comply with the conditions set forth in this Letter of Agreement, the Coiled Metal Products Diagrams and Descriptions, and the *BNSF Intermodal Rules and Policies Guide*. The Shipper tendering the non-complying shipment will be assessed surcharges, as identified in the *BNSF Intermodal Rules and Policies Guide*, for the improper tender of a restricted commodity and for violation of BNSF's coiled metal products rules, guides or procedures, as liquidated damages to cover costs associated with additional handling and any disruption in service. Storage charges and recouping charges will be assessed in addition to the above surcharges. Acceptance for transportation by BNSF of a trailer or container of metal products in coils that is not in compliance with this Letter of Agreement or the *BNSF Intermodal Rules and Policies Guide* will not serve to release Shipper from its obligations.

For the purpose of determining Shipper's liability and obligation to defend and indemnify BNSF pursuant to the Shipper General Liability item in the *BNSF Intermodal Rules and Policies Guide*, Shipper agrees that its failure to comply with the conditions set forth above shall constitute a failure to comply with equipment specifications and standards, or failure to load, brace and distribute weight of the lading properly, as the case may be.

The party tendering coiled metal products to BNSF agrees to indemnify, defend and hold BNSF harmless from any and all claims, liabilities, fines, penalties, costs, losses, liens, causes of action, suits, demands, judgments, expenses and damages (including, without limitation, court costs and attorneys' fees) resulting, in whole or in part, from: a) the improper blocking and bracing or loading of coiled metal products; or b) the use of a container or trailer that is for any reason unsuitable for the movement of coiled metal products. In the event that the terms of this Letter Agreement are not met, or the certification given to BNSF is not accurate, Shipper agrees to release BNSF from any and all claims it could otherwise assert against BNSF for loss or damage to shipper's shipments or their contents. TO THE FULLEST EXTENT PERMITTED BY LAW, SHIPPER AGREES THAT THE ABOVE INDEMNITY AND RELEASE OBLIGATIONS SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH LIABILITIES ARE WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF BNSF OR ITS EMPLOYEES. SHIPPER FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF, TO INDEMNIFY, AND HOLD HARMLESS BNSF AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY BNSF UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF SHIPPER OR ANY OF ITS AGENTS, INVITEES, CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF BNSF. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

The Shipper agrees to provide to BNSF prior to tendering any load for shipment a **current Certificate of Insurance**, at its expense, evidencing insurance coverage in an amount of not less than **\$5 Million** securing Shipper's indemnity obligations set forth herein. Such certificate shall certify that BNSF shall be given not less than 30 days written notice prior to any material change, substitution or cancellation prior to normal expiration dates. Cancellation or expiration of any said policies of insurance shall not preclude BNSF from recovery there under for any liability arising under this Agreement.

This Letter of Agreement may at any time be amended, cancelled or revoked by BNSF, if BNSF feels for any reason, in its sole discretion, that such amendment, cancellation or revocation is appropriate.

The 2001 BNSF Coiled Metal Letter of Agreement is cancelled as the Effective Date of this Agreement. This Letter of Agreement supersedes the 2001 BNSF Coiled Metal Letter of Agreement, provided, however, that neither Shipper nor BNSF is released from any obligation which accrued prior to the date of termination of the 2001 BNSF Coiled Metal Letter of Agreement, including without limitation, the making of any and all payments due there under.

The undersigned Shipper agrees to the terms and conditions set forth above.

Name of Shipper: _____ Date: _____

By (signed name): _____ Title: _____

Name (printed): _____

This executed Letter of Agreement must be returned by **certified or registered mail** to the following address:

BNSF Railway
Intermodal
Attn. Deanna Brice
2650 Lou Menk Drive, 3rd Floor
Fort Worth, Texas 76131-0065

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