

## Public Produce Rates

101/2023 10/31/2023

Effective: Expire: Rates subject to review and selective increases UPLQ 34004.1

Rate Authority:

Version B Rail, Fuel Surcharge (FSC), Destination Transload, & Outbound Loading

Potatoes and Onions 01195; 01313; 01318

Quote Version: Rates Include: Commodity: STCC: Rate Provisions:

0.1135; 0.1313; 0.1318
Hand-unloaded at destination customer pick up (CPU)
Pallettized, Loading of Trucks, Pallet Exchange Program
Accessorial rates to vary by location and are outlined in the "Accessorial Rate Sheet"
\*Disposal of spoiled or damaged product and any cleanup associated with it will be charged back to customer
Loup TBOL System must be used
These rates superceds all previous rate quotes
Additional warehouse storage fees over 48 hours may apply
In line with the Food Safety Modernization Act, the Sanitary Food Transportation Act and regulations promulgated under these Acts, customer must submit, in writing, any specific handling, storage and/or transportation requirements, to ensure that cargo is handled, stored, and transported in a safe, proper, and damage-free manner. Such requirements are not agreed to by Loup unless Loup confirms its agreement in writing. Disclaimer:

confirms its agreement in writing.

| Eastern ID                  |                |           |                       |
|-----------------------------|----------------|-----------|-----------------------|
| Destination Transload (CPU) | 64' POTATO     | 64' ONION | Routing               |
| Lawrenceville, GA           | \$16,139       | \$16,639  | UP-ESTL-CSX           |
| Chicago, IL                 | \$11,955       | \$12,155  | UP                    |
| *Cleveland, OH              | \$13,403       | \$13,403  | UP-CHGO-CSXT          |
| *Dallas, TX (Grand Prair    | please inquire | \$10,539  | UP                    |
| Guilderland Center, NY      | \$20,234       | \$20,734  | UP-CHGO-CSXT          |
| *Houston, TX                | \$11,492       | \$11,492  | UP-PTRA               |
| Medley (Miami), FL          | \$25,072       | \$25,416  | UP-MEMPH-NS-JACVL-FEC |
| Elizabeth, NJ               | \$19,634       | \$19,634  | UP-CHGO-NS            |
| North Kingston, RI          |                |           |                       |
| Salisbury, NC               | \$20,338       | \$20,463  | UP-KCITY-NS           |
|                             |                |           |                       |

| Chicago, IL              | \$11,955       | \$12,155 | UP  |
|--------------------------|----------------|----------|---|
| *Cleveland, OH           | \$13,403       | \$13,403 | UP-CHGO-CSXT  |
| *Dallas, TX (Grand Prair | please inquire | \$10,539 | UP  |
| Guilderland Center, NY   | \$20,234       | \$20,734 | UP-CHGO-CSXT  |
| *Houston, TX             | \$11,492       | \$11,492 | UP-PTRA   |
| Medley (Miami), FL       | \$25,072       | \$25,416 | UP-MEMPH-NS-JACVL-FEC   |
| Elizabeth, NJ            | \$19,634       | \$19,634 | UP-CHGO-NS  |
| North Kingston, RI       |                |          |   |
| Salisbury, NC            | \$20,338       | \$20,463 | UP-KCITY-NS   |
| Washington, NJ           |                |          |   |
|                          |                |          | nmer, Idaho Falls, McMillan, Mindoka,<br>alls, Sugar City, & Wada |

| Central OR / WA             |                |           |                       |  |
|-----------------------------|----------------|-----------|-----------------------|--|
| Destination Transload (CPU) | 64' POTATO     | 64' ONION | Routing               |  |
| Lawrenceville, GA           | \$18,239       | \$18,739  | UP-ESTL-CSX           |  |
| Chicago, IL                 | \$14,055       | \$14,255  | UP                    |  |
| *Cleveland, OH              | \$15,503       | \$15,503  | UP-CHGO-CSXT          |  |
| *Dallas, TX (Grand Prair    | please inquire | \$12,639  | UP                    |  |
| Guilderland Center, NY      | \$22,334       | \$22,834  | UP-CHGO-CSXT          |  |
| *Houston, TX                | \$13,592       | \$13,592  | UP-PTRA               |  |
| Medley (Miami), FL          | \$27,172       | \$27,516  | UP-MEMPH-NS-JACVL-FEC |  |
| Elizabeth, NJ               | \$21,734       | \$21,734  | UP-CHGO-NS            |  |
| North Kingston, RI          |                |           |                       |  |
| Salisbury, NC               | \$22,438       | \$22,563  | UP-KCITY-NS           |  |
| Washington, NJ              |                |           |                       |  |
|                             |                |           |                       |  |

| Western ID / Eastern OR     |                |           |                       |  |
|-----------------------------|----------------|-----------|-----------------------|--|
| Destination Transload (CPU) | 64' POTATO     | 64' ONION | Routing               |  |
| Lawrenceville, GA           | \$17,639       | \$18,139  | UP-ESTL-CSX           |  |
| Chicago, IL                 | \$13,455       | \$13,655  | UP                    |  |
| *Cleveland, OH              | \$14,903       | \$14,903  | UP-CHGO-CSXT          |  |
| *Dallas, TX (Grand Prair    | please inquire | \$12,039  | UP                    |  |
| Guilderland Center, NY      | \$21,734       | \$22,234  | UP-CHGO-CSXT          |  |
| *Houston, TX                | \$12,992       | \$12,992  | UP-PTRA               |  |
| Medley (Miami), FL          | \$26,572       | \$26,916  | UP-MEMPH-NS-JACVL-FEC |  |
| Elizabeth, NJ               | \$21,134       | \$21,134  | UP-CHGO-NS            |  |
| North Kingston, RI          |                |           |                       |  |
| Salisbury, NC               | \$21,838       | \$21,963  | UP-KCITY-NS           |  |
| Washington, NJ              |                |           |                       |  |
|                             |                |           |                       |  |

| CA / AZ                     |                |                |                       |
|-----------------------------|----------------|----------------|-----------------------|
| Destination Transload (CPU) | 64' POTATO     | 64' ONION      | Routing               |
| Lawrenceville, GA           | please inquire | please inquire | UP-ESTL-CSX           |
| Chicago, IL                 | please inquire | please inquire | UP                    |
| *Cleveland, OH              | please inquire | please inquire | UP-CHGO-CSXT          |
| *Dallas, TX (Grand Prair    | please inquire | please inquire | UP                    |
| Guilderland Center, NY      | please inquire | please inquire | UP-CHGO-CSXT          |
| *Houston, TX                | please inquire | please inquire | UP-PTRA               |
| Medley (Miami), FL          | please inquire | please inquire | UP-MEMPH-NS-JACVL-FEC |
| Washington, NJ              | please inquire | please inquire | UP-CHGO-NS            |
| North Kingston, RI          |                |                |                       |
| Salisbury, NC               | please inquire | please inquire | UP-KCITY-NS           |

For new opportunities in the marketplace, please contact your Loup Sales Manager, Trevette Fisher, at tmbrown@up.com or 636-208-1141
For pricing requests or truck delivered rates, please contact your Loup Marketing Manager, Dana Ratcliff, at daratcli@up.com or 402-544-7938

This rate document replaces all previous rate quote VERSIONS

- 1. Services: Loup Logistics Company ("Loup") agrees to provide to customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services"). Unless expressly agreed to by Loup charwise, the Services performed by Loup under this Rate Office are limited to a narraging, but not actually performing, transportation of Customer's shipments ("Shipments"). Customer acknowledges that Loup does not control the marrant in which any service provide regagage by Loup to perform Services performs its services. Loup does not guarantee availability of all service or equipment. These Rate Terms are subject to the terms and conditions set forth in the circulars located at http://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.upr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.upr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.upr.com/customers/myterms.shtml.
- Rate and Charges: Rates include only the Services expressly agreed to by Loup. All rates are subject to a fuel surcharge calculated monthly. Customer agrees that the rates do not include the cost of dunnage material or the cost of split loads. Customer acknowledges that rates are subject to change at any time. Customer must establish credit with Loup prior to any Shipment. Rates do not apply to dimensional Shipments (i.e. shipments with one or more of the following: ord file flowing: ord file flowing: and file flowing that the cost of the file flowing: any time of the following: any time of the
- 3. Payment Terms: Payment terms are 15 days from the date of invoice. Rates are in US dollars and Customer shall pay Loup in US dollars in accordance with the credit and collection terms set forth in Uniform Freight Classification 6000-series, Rule 62, as amended. Customer must deliver to Loup any documentation necessary for Loup to issue accurate invoices within 15 days prior to the first shipment. If such documentation is not provided prior to such 15 day sperior, then any inaccurate invoices invoice to receive use in them and will not be updated. Customer must present any claim for overcharges or undercharges within one (1) year from the date of the Shipment's waybill. Customer must commence any court proceeding to collect an overcharge or an undercharge within six (6) months of the date of withen declination of a timely fleed claim.
- 4. Term: Loup reserves the right to terminate these Rate Terms, in whole or in part, by giving Customer not less than 15 days' notice of such termination. Termination of these Rate Terms, or any portion thereof, for any reason shall not release Customer from any obligations it may have accrued prior to such termination.
- 5. Shipping: Customer shall provide Loup with complete and accurate shipping instructions that accurately identify the cargo, applicable STCC, origin, destination, and equipment identification number in the bill of lading (or other written instructions). Customer agrees that Loup shall rely upon such shipping instructions and the items identified therein and that Loup has no obligation to review the accuracy of such instructions. The documentation shall also provide that all all failight inchanges be sent to Loup, 1400 Dougles Shipp1230, Omaha, NE 68179.
- 6. Customer Obligations: Customer shall, and shall ensure its designated motor carriers, comply with all applicable laws, rules and regulations, including, without limitation, with respect to required permits. Customer shall cause its designated motor carriers to provide proof of any required permit upon Loup's request. Customer shall comply with all loading, bracing and blocking requirements set forth in the applicable harmonican Association of Raindord publication (as such requirements are approved by Linkon Pacific Shipmert Quality prior to any Shipment).
- Accessorial Services: To the extent such provisions are not contradictory, these Rate Terms and any accessorial services performed with respect to these Rate Terms are governed by Union Pacific Railroad Company's ("Railroad") published tariffs, as applicable, or any amendment, modification or successor tariffs or publications thereto.
- 8. Confidentiality: These Rate Terms are confidential, and no party may disclose any of these Rate Terms to any non-party without the prior written consent of the other party except as required by law or to a corporate parent or subsidiary.
- 9. Miscellaneous: These Rate Terms replace and supersede all prior rate quotes (or similar documents) with respect to the Services. If the operation of any part of these Rate Terms result in a violation of any law, such part shall be severed, and the remaining provisions of these Rate Terms shall continue in full force and effect. To the extent not governed by federal law, these Rate Terms are governed by and construed in accordance with the laws of the State of Horbrasia.

ANY SHIPMENT BY CUSTOMER UNDER THESE RATE TERMS CONSTITUTES ACCEPTANCE BY CUSTOMER OF THESE RATE TERMS.

| Acceptance of Quote |   |  |  |  |  |
|---------------------|---|--|--|--|--|
| Y SIGNING BELOW , ( | CUSTOMER ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. |  |  |  |  |
|                     | Acknowledged and Agreed:  |  |  |  |  |
| Customer Name:      |   |  |  |  |  |
| Printed Name:       |   |  |  |  |  |
| Title:              |   |  |  |  |  |
| Date:               |   |  |  |  |  |
|                     | via a mail or fay to Brimany Contact Listed Release                           |  |  |  |  |

ATTN: Loup Logistics Carload Solutions Marketing

<sup>\*</sup> Loup does not offer destination trucking services in these markets