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on Transload (CPU) 64' PC

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\$13

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\$19,

\$16

Public Produce Rates

E	astern ID		Western ID / Eastern OR				
OTATO	64' ONION	Routing	Destination Transload (CPU)	64' POTATO	64' ONION	Routing	
5,235	\$15,760	UP-ESTL-CSX	Lawrenceville, GA	\$16,735	\$17,260	UP-ESTL-CSX	
1,898	\$11,898	UP	Chicago, IL	\$13,398	\$13,398	UP	
0,948	\$10,948	UP	*Elk Grove Village, IL	\$12,448	\$12,448	UP	
3,503	\$13,503	UP-CHGO-CSXT	*Cleveland, OH	\$15,003	\$15,003	UP-CHGO-CSXT	
e inquire	\$10,093	UP	*Dallas, TX (Grand Prair	please inquire	\$11,593	UP	
9,483	\$20,008	UP-CHGO-CSXT	Guilderland Center, NY	\$20,983	\$21,508	UP-CHGO-CSXT	
1,103	\$11,103	UP-PTRA	*Houston, TX	\$12,603	\$12,603	UP-PTRA	
0,675	\$10,675	UP	Laredo, TX	\$12,175	\$12,175	UP	
2,057	\$22,412	UP-MEMPH-NS-JACVL-FEC	Medley (Miami), FL	\$23,557	\$23,912	UP-MEMPH-NS-JACVL-FEC	
9,013	\$19,013	UP-CHGO-NS	Elizabeth, NJ	\$20,513	\$20,513	UP-CHGO-NS	
6,260	\$16,385	UP-KCITY-NS	Salisbury, NC	\$17,760	\$17,885	UP-KCITY-NS	
		nmer, Idaho Falls, McMillan, Mindoka, alls, Sugar City, & Wada	Feltham, Notus, Na	mpa, Nyssa, C	ntario, Parma,	, Payette, Weiser, & Wilder	
Cent	tral OR / WA		CA / AZ				
OTATO	64' ONION	Routing	Destination Transload (CPU)	64' POTATO	64' ONION	Routing	
7,335	\$17,860	UP-ESTL-CSX	Lawrenceville, GA	please inquire	please inquire	UP-ESTL-CSX	

Lawrenceville, GA	\$17,335	\$17,860	UP-ESTL-CSX
Chicago, IL	\$13,998	\$13,998	UP
Elk Grove Village, IL	\$13,048	\$13,048	UP
*Cleveland, OH	\$15,603	\$15,603	UP-CHGO-CSXT
*Dallas, TX (Grand Prair	please inquire	\$12,193	UP
Guilderland Center, NY	\$20,193	\$22,108	UP-CHGO-CSXT
*Houston, TX	\$13,203	\$13,203	UP-PTRA
Laredo, TX	\$12,775	\$12,775	UP
Medley (Miami), FL	\$24,157	\$24,512	UP-MEMPH-NS-JACVL-FEC
Elizabeth, NJ	\$21,113	\$21,113	UP-CHGO-NS
Salisbury, NC	\$18,360	\$18,485	UP-KCITY-NS

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					
*Elk Grove Village, 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					
Laredo, TX	please inquire	please inquire	UP					
Medley (Miami), FL	please inquire	please inquire	UP-MEMPH-NS-JACVL-FEC					
Washington, NJ	please inquire	please inquire	UP-CHGO-NS					
Salisbury, NC	please inquire	please inquire	UP-KCITY-NS					

* Loup does not offer destination trucking services in these markets

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, Maxwell Crinklaw, at mcrinkl@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 otherwise, the Services performing transportation of Customer's shipments ("Shipments"). Customer acknowledges that Loup does not control the manner in which any service provide regade by Loup to perform Services and uservices and user acknowledges that Loup does not control the manner in which any service provide regade by Loup to perform Services performs its services. Loup does not control the manner in which any service provide regade by Loup to perform Services performs its services. Loup does not control the manner in which any service acknowledges that "Terms are subject to the terms and conditions can be found at http://www.uptr.com/customers/impterms.shtml. Further liability and claims terms and conditions can be found at http://www.uptr.com/customers/impterms.shtml.

2. 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 durnage material or the cost of split loads. Customer acknowledges that rates are subject to charge 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: with diff greater than 11' (including protrusions), height greater than 17' above the top of the rail or loads that overhang the end of the rail car. Such dimensional Shipments must be pre-approved by the Union Pacific Clearance Team.

3. Payment Terms: Payment terms are 15 days from the date of invicice. 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 5000-series, Rule 62, as amended. Customer must deliver to Loup any documentation necessary for Loup to issue accurate invices within 15 days prior to the first shipment. If such documentation is not provided prior to such 15 days prior to the first shipment. If such documentation is not provided prior such 15 days prior to the first shipment. If 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 vitame declination of a timely field clasm.

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 bit of lading (or other written instructions). Oustomer agrees that Loup shall rely upon such shipping instructions and the larent is dentified threein and that Loup has no obligation to review the accuracy of such instructions. The documentation shall also provide that all rail freight funges be aren to Loup, 1400 Douglas S Displ230, Omaha, NE 66178.

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 carophy with all lading, bracing and blocking requirements set forth in the applicable Américan Association of Railcoad publication is such requirements are approved by Union Pacific Shormert 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 Raitroad Company's ("Raitroad") published tariffs, as applicable, or any amendment, modification or successor tariffs or publications thereto.

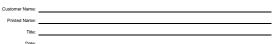
8. Confidentiality: These Rate Terms are confidential, and no party may disclose any of these Rate Terms to any non-party without the prior written consent of the other party except as required by law or to a corporate parent or subsidiary.

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 serviced, and the remaining provisions of these Rate Terms shall continue in full force and effect. To the extent not governed by fielderal law, these Rate Terms are governed by and construct in accordance with the laws of the State of Motraka.

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

BY SIGNING BELOW , CUSTOMER ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Acknowledged and Agreed



Please sign and return via e-mail or fax to Primary Contact Listed Below

ATTN: Loup Logistics Carload Solutions Marketing