

**BNSF RAILWAY COMPANY
BNSF 4095**

PULSE COT CERTIFICATE OF TRANSPORTATION

THIS BOOK IS APPLICABLE ON INTERSTATE AND INTRASTATE TRAFFIC

**BETWEEN STATIONS ON THE BNSF RAILWAY COMPANY AND OTHER
RAILROADS**

ALSO

**BEWTEEN STATIONS ON THE BNSF RAILWAY COMPANY AND OTHER
RAILROADS**

Issued May 9, 2011

Effective June 1, 2011

Issued by Greg L Johnson, Po Box 961051, Ft. Worth, TX 76131-0051

BNSF 4095

Table of Contents

Item: 10050 Scope Of This Document

Item: 10100 Plan Of The Tariff

Item: 10200 Pulse Cot Terms And Conditions

Item: 10250 Rules Applicability

Item: 10300 Pulse COT Service Offerings

Item: 10350 Rate Determination

Item: 10400 Pulse COT Auction

Item: 10450 Railcar Ordering

Item: 10500 Pulse COT Guarantee

Item: 10550 Miscellaneous

Item: 10600 Commodities Covered

Item: 10650 Definitions

BNSF 4095

Item 10050 – Application Of This Document And Other Publications To Which It Is Subject

The rules and conditions contained in this publication (tariff) are applicable to the BNSF 4091-Series.

This publication is subject to BNSF 6100-Series.

Item 10100 – Plan Of The Tariff

Method of Canceling Items

As this book is supplemented, numbered items with letter suffixes will be used in alphabetical sequence starting with A. Example: Item 10100A cancels item 10100, and item 10100B cancels item 10100A in a prior supplement, which in turn cancelled item 10100.

Notification of Changes

1. As items in this book are revised, the remarks “**Increase, Reduction or Change in Wording**” will be shown in parenthesis to the right of the Effective date of the item.

Example:

Item 10100-Plan of Tariff

Issued May 1, 2011 - Effective June 1, 2011 (**Change in Wording**)

2. In addition, the effective date of the revised item will be added in parenthesis to the Table of Contents on page 1 to identify which item(s) have been changed.

Example:

Item 10100 – Plan of the Tariff (Effective 06/01/2011)

3. The paragraph or table that has been changed within the item will contain one of the following reference marks placed at the end of the paragraph or within the table at the point of change.

(A) Denotes increase.

(C) Denotes changes in wording which result in neither increase nor reductions in charges.

(R) Denotes reduction.

Example:

This Tariff is subject to the BNSF Rate Book 4023-series. **(C)**

BNSF 4095

Item: 10200 Pulse Cot Terms And Conditions

The following information outlines the procedures through which BNSF Railway Company (BNSF) will offer Pulse Certificates of Transportation (Pulse COTs) for single line service and joint line service.

The Pulse COT program will be limited to “Pulse COT Commodities”, which are defined as any commodities listed in BNSF 4095, Item 10600, where the product to be shipped has been cleaned, processed and made ready for consumption prior to shipment. Any product that has not been cleaned, processed and made ready for consumption prior to shipment will not be eligible for the Pulse COT program.

Through postings on BNSF's website (www.bnsf.com), BNSF may periodically offer to move a stated number of carloads of Pulse COT Commodities in a specified forward Shipping Period. Shipping Periods will be defined as First Period (FP): 1st through 10th day of a month; Middle Period (MP): 11th through 20th day of a month; and Last Period (LP): 21st day through end of month.

BNSF 4095

Item: 10250 Rules Applicability

For all shipments, the Rules in effect on the first day of the Shipping Period shall govern.

This Tariff is subject to BNSF Rate Book 4023-series.

Pulse COTs are intended to be utilized in combination with BNSF public pricing authorities. Pulse COTS may only be utilized in combination with BNSF private pricing documents (including contracts) with BNSF's prior written consent. In addition, Pulse COTs shall apply to BNSF controlled equipment only. Transportation will be provided from BNSF single line origins to BNSF single line destinations and from BNSF single line origins to BNSF through rate destinations as provided in Rate Book BNSF 4023-series.

BNSF 4095

Item: 10300 Pulse Cot Service Offerings

This BNSF 4095-series applies to the following service offering (as defined below):

Pulse COT Single (posted on BNSF's website as PCS): A Pulse COT order of one (1) covered hopper car, acquired for a single Shipping Period. Pulse COT Singles may be combined to create up to a maximum shipment size of fifteen (15) cars. See Item 10600 for specific commodities covered.

BNSF 4095

Item: 10350 Rate Determination

A. Freight transportation between origins and destinations as published in Rate Book BNSF 4023-series will be available to the holder of the Pulse COT at the Tariff Rates contained in Rate Book BNSF 4023-series in effect on the first day of Shipping Period (“Effective Rate Date”).

B. Notwithstanding Section A above, Rate items (tariff or contract) with an expiration date prior to the Shipping Period will not be protected. The applicable rates shall be the rates contained in Rate Book BNSF 4023-series in effect on the first day of the Shipping Period.

C. Pulse COT cars placed after the first day of the Shipping Period for BNSF convenience will continue to be rated on the basis of the Effective Rate Date as defined in Section A above.

BNSF 4095

Item: 10400 Pulse COT Auction

A. Tender of Bids

All bidders desiring to accept the BNSF tender offer on Pulse COT single tenders may do so electronically by filling out and submitting a Pulse COT Online Reservation Bid form at www.bnsf.com prior to 3:00 p.m., Central Time, on the date specified on the BNSF tender. Telephone and fax reservation bids will not be accepted.

B. Pulse COT Prepay and Premium Amount

For the Pulse COTs only, there will be no prepayment or deposit payment required at the time of bidding. In addition, bidders will not be able to include any “premium” or supplemental amount with their Pulse COT reservation bid to increase the probability of a reservation bid being accepted.

C. Priority of Reservation Bids

In case of over-subscription of the offered number of Pulse COT Singles, preference will be given to requests based on the order in which such requests were received.

D. Acceptance of Reservation Bids

1. Following the 3:00 p. m., Central Time, cut-off time for submitting Pulse COT reservations, BNSF will advise the successful bidders via an e-mailed Pulse COT Winner Customer Notification Report. This Pulse COT Winner Customer Notification Report will include the bidder’s name and the Pulse COT number.

2. BNSF may also announce results of the auctions via the BNSF website, <http://www.bnsf.com/markets/agricultural/COTs/cotsmenu.html>.

E. Changes to Pulse COT Ownership and Secondary Market

1. Pulse COT ownership may not be assigned except to other qualified Pulse COT Shippers. The assignee shall acknowledge and assume all rights, responsibilities, and obligations of the assignor.

2. A qualified Pulse COT shipper must have established credit with BNSF.

3. BNSF does not participate in or organize a secondary market for Pulse COTs; however, Pulse COT Commodity shippers may arrange transfers among themselves. Any change of ownership must be registered with BNSF. The change of ownership form is located at the BNSF website: <http://www.bnsf.com> .

Item: 10400 Pulse COT Auction (continued)

F. Billing

The Pulse COT number must be shown on the Bill(s) of Lading, car orders, transmission of funds and all documents and correspondence relating to the service covered by the Pulse COT. All documents pertaining to Pulse COTs, including the origin Bill of Lading, must be issued to BNSF.

BNSF 4095

Item: 10450 Railcar Ordering

A. Participating Railroads:

Car orders utilizing Pulse COTs may be accepted for loading on the following connecting carriers (see BNSF Rate Book 4023-series for availability):

Columbia Basin Railroad (CBWR),
Canadian National Railways (CN),
Canadian Pacific Railway CPRS),
Dakota Missouri Valley & Western (DMVW),
Dakota Northern (DN),
Eastern Washington Gateway Railroad (EWG),
Minnesota Northern Railroad (MNN),
Montana Rail Link, Inc. (MRL),
Nebraska Kansas & Colorado Railway (NKCR),
Northern Plains (NPR),
Red River Valley & Western Railroad Company (RRVW),
Union Pacific Railroad (UP),
Washington and Idaho Railway (WIR),
Yellowstone Valley Railway (YSVR)

B. Car Ordering and Guarantee

1. BNSF guarantees to supply the specified number of covered hopper railcars provided the Pulse COT holder furnishes BNSF with the name of the BNSF loading station(s) up to 30 days prior and not less than 10 days prior to the first day of the Shipping Period for which the Pulse COT was purchased. The car order shall be placed electronically at the BNSF website: <http://www.bnsf.com>.
2. Pulse COTs must be ordered for the Shipping Period for which they were reserved. Changes to a different Shipping Period are not allowed.
3. Please see Item 10500 for Pulse COT Guarantee and BNSF Non-Delivery Payment.
4. Any car order placed after the car order deadline (described in B.1 above) will not be subject to the car placement guarantee contained in item 10500. Additionally, in the event orders are not placed by the Pulse COT holder by the last business day prior to the beginning of the Shipping Period, then (a) the Pulse COT will be declared in default and all BNSF obligations respecting service and equipment will be forfeited at the option of the BNSF, (b) any Non-Delivery Payment claims will become void, and (c) the Pulse COT holder shall pay BNSF a \$50.00 per car handling fee.

5. A cancellation charge of \$100 per car will be charged if a car order is cancelled during the period running from the date the car order is received by BNSF to 2400 hours (midnight) on the last day of the Shipping Period.

BNSF 4095

Item: 10450 Railcar Ordering (continued)

6. Guarantee involving placement of cars at origination facilities will be governed by existing track, line and service capacity at existing service levels. Combined Pulse COT car orders and regular tariff car orders may not exceed the origin facility's track capacity and existing service level. Should this situation occur, the BNSF Pulse COT placement guarantee in Item 10500 is void.

7. Cars spotted for Pulse COT movements may not be substituted for non-Pulse COT shipments and cars spotted for non-Pulse COT shipments may not be substituted for Pulse COT shipments. BNSF will not accept billing on substituted cars.

C. Preferred Placement Date and Car Placement

1. For cars ordered within the Rules set forth in Item 10450 Section B.1 above, BNSF will advise within two (2) business days of receipt of the request whether the preferred placement date and location proposed by Pulse COT holder are operationally feasible.

2. Car orders may be submitted with a preferred placement date of any date within the Shipping Period. By placing a Pulse COT car order, the Pulse COT holder warrants that the loading locations will accept Pulse COT car placement.

3. BNSF will make reasonable effort to ensure that cars are assigned a schedule placement date as close to the preferred placement date as possible. However, BNSF reserves the right to place cars at any time within the Shipping Period. The preferred placement date provided with the car order is a request, is for informational purposes only, and may be changed, at no charge, to another date within the same Shipping Period, subject to BNSF approval.

4. Cars placed in accordance with the Pulse COT shall be loaded and rated only as provided by the Pulse COT. Cars loaded in any manner that results in non-compliance of the Pulse COT must be rebilled as provided by the certificate and its respective tariff, or the commodity unloaded at origin. Cars not in compliance with the certificate or offering terms and conditions will be refused. Substitute cars will not be accepted. In the event certificate cars have departed the origin station before it is discovered that they are not in compliance with the certificate terms, they will be returned to the origin station and such cars will be assessed the applicable mileage commodity rate in the tariff referenced in Item 10350, in each direction, plus the applicable diversion charge.

Cars not in conformity with a certificate will be placed on standard demurrage provisions and charges from time of actual or constructive placement of the car upon its return to origin until billing in conformity with the certificate is tendered or the cars are unloaded and released to the carrier.

BNSF 4095

Item: 10500 Pulse COT Guarantee and Non-Delivery Payment

1. Failure of BNSF to furnish the guaranteed equipment by 00:01 a.m. on the 16th day after the assigned want date shall result in the payment by BNSF of \$200 (“Non-Delivery Payment”) for each car ordered under this Pulse COT program in accordance with the provisions of this Book. When destined to elevators located on foreign lines or when served through reciprocal switching, car placement shall be 24 hours from the time of delivery to the switching or foreign line carrier.

2. Such Non-Delivery Payment shall constitute the full and exclusive remedy to the Pulse COT holder for failure of BNSF to provide railcars as described herein. However, the Pulse COT entitlement to equipment for transportation will be honored until car placement is made.

3. When Pulse COT order is placed for loading and a car is rejected by customer because it is not suitable, the customer shall notify the BNSF COTs Manager via email at cots@bnsf.com. The notification must include reference that the car rejected was placed against a Pulse COT order.

4. Claims for Non-Delivery Payments from BNSF must be submitted via BNSF's web site, www.bnsf.com, no later than sixty (60) days after car placement or claim will be denied. Claim must include all Pulse COT numbers and railcar initial/numbers associated with subject Pulse COT claim. Cars rejected for mechanical defects will qualify for Non-Delivery payment if the replacement car is not delivered within the period specified in Section 1 of Item 10500. Cars rejected for non-mechanical defects will not qualify for Non-Delivery payment.

BNSF 4095

Item: 10550 - Miscellaneous

A. Car Placement

1. Once Pulse COT cars have been placed, BNSF's standard car service rules will apply. Diversions and reconsignments are permitted to the extent specified in the applicable rate book only at the time of request and only within the specified corridor.
2. When there is a conflict between corresponding provisions covering charges, allowance(s), rule(s), or regulation(s), of any other published rate books and this book, the provisions of this Book will apply.

B. Force Majeure

1. In the event any party cannot perform under a Pulse COT due to or as a result of the following causes: acts of God including but not limited to flood, storm, earthquake, hurricane, tornado, accumulation of snow or ice or other severe weather or climatic conditions; geological disturbance; acts of public enemy, war, blockade, riot or other civil disturbance, actual or threatened terrorist activities insurrection, vandalism or sabotage; fire, accident, wreck, derailment, mechanical or electrical breakdown of equipment, washout or explosion; strike, lockout or labor dispute; embargo or AAR service order, or closure of origin or destination to reciprocal switching, or governmental law, orders or regulation, or other circumstances beyond the party's reasonable control, the Pulse COT will be suspended at the affected origin(s) and destination(s) during any such disability period as it applies to the affected origin(s) and destination(s).
2. Such suspension will result in an extension of the Pulse COT Shipping Period and car guarantee for a time period equal to the duration of the force majeure.

C. Arbitration

1. All commercial disputes, claims, questions or controversies between the parties concerning the observance or performance of any of the terms or conditions contained herein, or the rights or obligations of either party, under or arising from this agreement upon which the parties cannot agree shall be settled by reference to an arbitrator (or an arbitration panel) and decided according to the rules and procedures of the American Arbitration Association. The decision of the arbitrator (or panel) is final and binding on all parties. Judgment upon the award of the Arbitrators may be entered in any court having jurisdiction thereof.
2. It is expressly agreed that the parties' sole remedy to any dispute under Tariff BNSF-4095-series shall be by arbitration as set forth by provisions herein.

BNSF 4095

Item: 10550 - Miscellaneous (continued)

D. Fuel Surcharge

Pulse COTs will be subject to the fuel surcharge described in Item 11007 of BNSF Rate Book 4023-series, in effect on the date of shipment.

E. Loading Pulse COT With Non-qualifying Commodity

If a Pulse COT program participant knowingly loads a Pulse COT car with a commodity other than a qualifying Pulse COT Commodity (described in Item 10600), they shall be disqualified from future participation in the program.

BNSF 4095

Item: 10600 - Commodities Covered by this Tariff

Austrian Winter Pea Seeds	01-159-46
Peas (seeds), Caley or singletary	01-159-48
Beans, velvet, dried, or in pods	01-159-70
Seed beans	01-159-71
Seed grain, nec	01-159-73
Seed peas, nec	01-159-74
Guar beans, dried	01-199-60
Beans, dry, ripe	01-341
Peas, dried	01-342
Cowpeas, lentils or lupines	01-343

BNSF 4095

Item: 10650 - Definitions of Terms Used in this Tariff

BNSF: BNSF Railway Company.

Effective Rate Date: The first day of the Shipping Period.

Pulse COT Program: A BNSF program offering Pulse Certificate(s) of Transportation (Pulse COT) for single line service and joint line service.

Pulse COT: A customer will qualify for Pulse COTs, if (i) the shipments are single-car shipments and (ii) the product to be shipped has been cleaned, processed and made ready for consumption prior to shipment. The commodities meeting this criteria are Beans, Peas and Lentils. (See item 10600 for the specific commodities and STCC codes) Any product which has not been cleaned prior to shipment will not be eligible.

Pulse COT Commodities: Commodities listed in BNSF 4095, Item 10600, where the product to be shipped has been cleaned, processed and made ready for consumption prior to shipment. Any product that has not been cleaned, processed and make ready for consumption prior to shipment will not be eligible for the Pulse COT program.

Rules: The content of Price Authorities published by BNSF applicable to subject shipment, including but not limited to the content of this Book BNSF 4095.

Tariff Rate: The amount (in U.S. Dollars) charged by BNSF for providing transportation of one carload between specified Origins and Destinations, excluding applicable joint line and switching cost recovery, surcharge(s), fee(s) and other charge(s). Applicable Tariff Rates are contained in various Books including but not limited to Book BNSF 4023-Series.