



RESTRICTED COMMODITIES AGREEMENT: METAL PRODUCTS

This RESTRICTED COMMODITIES AGREEMENT FOR METAL PRODUCTS dated _____ is between XPO Stacktrain, LLC (fka Pacer Stacktrain, LLC and successor by conversion of Pacer Stacktrain, Inc.) ("XPO") and _____ ("Contract Holder") for the following beneficial cargo owner: _____ ("BCO").

RECITALS

Contract Holder wishes to transport the following restricted commodity, including but not limited to coiled, reeled, spooled, rolled, rod, strip or sheet metal products ("Metal Products") for the benefit of BCO through XPO's intermodal transportation network. The weight and configuration of these products can present challenges for shipping via railroad. Therefore, the shipper, BCO and Contract Holder must strictly adhere to the terms and conditions in this letter. XPO is willing to accept and arrange for the intermodal transportation of these Metal Products using the rail services of CSX Intermodal and its affiliates ("CSX") and Union Pacific Railroad Company ("UP") and other motor and rail transportation providers on the terms and conditions in this Agreement and at the rates set forth in a special rate quotation ("SPQ") issued to Contract Holder for Shipper's shipments. Collectively UP, CSX, any drayage transportation provider and any other rail or motor transportation providers are referred to in this Agreement as the "Carriers."

AGREEMENT

This Agreement applies to the transportation of Shipper's Metal Products offered in intermodal service provided by the Carriers and arranged through XPO. Contract Holder acknowledges that XPO is an arranger of transportation services through rail carriers and that shipment of Metal Products is restricted under and governed by [the XPO Stacktrain Rules and Procedures](#) (the "XPO Rules"), UP's Master Intermodal Transportation Agreement (as in effect from time to time, the "UP MITA") and CSX Intermodal Service Directory No. 1 (as in effect from time to time, the "Directory No. 1") and is generally restricted in the published directories, agreements or circulars of the other Carriers. Collectively the XPO Rules, the UP MITA, Directory No. 1 and published directories, agreements or circulars of the other Carriers are referred to as the "Intermodal Circulars" in this Agreement.

Contract Holder further understands and agrees that:

1. Metal Products are prohibited from shipping as FAK (freight all kinds), must be shipped under XPO's SPQ issued for such shipments and must be clearly identified on shipping papers by the appropriate STCC and commodity description. In addition, the notation "Coiled, Rolled, Reeled or Spooled Metal Products" must clearly appear on all shipping instructions, bill of lading and other shipping papers.
2. All Metal Products must be shipped in a trailer or container that is suitable for the shipment of concentrated loads, and the trailer/container must be approved by XPO for the shipment of Metal Products and meet all current governmental regulations and standards of the trucking industry and the Association of American Railroads (the "AAR"). In no event should an aluminum trailer or container be utilized for the shipment of concentrated metals.
3. The maximum weight per Metal Product is 12,500 pounds unless otherwise specified in the loading plan approved by the Carrier, and the maximum total cargo in the trailer/container must not exceed the manufacturer's specifications or government regulations.
4. Metal Products must be palletized or on the prescribed Load Roll Pallet (LRP), or device that distributes the weight of the load evenly across the entire floor surface of the trailer/container. Metal Products must be secured to the pallet or other approved device using proper dunnage material to restrict product movement and maintain alignment while in transit by rail transportation. The proposed loading, blocking and bracing plan for each specific commodity must be approved by XPO or the Carrier's Damage Prevention or Mechanical Maintenance groups, and a representative of a Carrier must be present during the loading of the initial shipments to determine loading/blocking compliance.
5. The trailer/container must be inspected by Contract Holder or the consignor before loading to determine its suitability for high density loads. Suitability includes no visible defects to primary components, specifically,

floor cross - members, flooring, bottom rails and tunnel section. These components cannot have visible cracks, broken welds and any other deterioration (rust, corrosion, bending). Any such visible defect could result in failure of the component and therefore make the trailer/container unfit for service in transporting Metal Products.

6. Unless otherwise stated in the loading plan approved in writing by the Carrier, each shipment of Metal Products tendered by Contract Holder will comply with the following specific requirements:
 - a. The weight of the Metal Products will not exceed 25,000 pounds in any ten linear feet within the trailer/container. This weight must be evenly distributed on the trailer/container floor such that the weight does not exceed 300 pounds per square foot. When the cargo has small supporting bases, no more than 3,500 lbs. may be on a floor area of less than 25 square inches (minimum dimension 3.1 inch x 8 inch) with such areas no closer than 35 inches to one another.
 - b. Coil strips (slits) will be unitized in stacks not to exceed 45 inches high, secured to the pallet and loaded or stacked in a manner that does not produce additional concentrated weight on the floor of the trailer/container.
 - c. Blocking and bracing must comply to the requirements in the loading plan approved by the Carriers, but not less than the following minimum requirements:
 - i. 2" x 6" dimensional lumber
 - ii. Lumber is to be laminated (two high) and nailed independently
 - iii. Positioned in both lateral and longitudinal directions
 - iv. 16-penny nails, in staggered nailing pattern, spaced 4 -5 inches apart
7. Contract Holder understands and agrees that it must comply with the foregoing requirements, obligations and recommended procedures as well as the requirements for proper packaging, loading, blocking, bracing, securing and unloading the Metal Products, including but not limited to the loading standards of the AAR and those set forth in the Intermodal Circulars. The above conditions are minimum standards and do not relieve Contract Holder of its duty to tender cargo that is loaded with reasonable care given the inherent nature of the cargo.
8. Shipments of Metal Products must comply with and will be subject to all other provisions of the Intermodal Circulars as in effect on the date of shipment.
9. Contract Holder will ensure that any person or entity loading the trailer/container will comply with all instructions and standards referenced in this Agreement regarding loading, blocking, bracing and securing of Metal Products.

Any shipment that fails to comply with the conditions set forth above will be removed from transportation and placed in storage pending further disposition. If the failure to comply is detected at the original rail ramp during inspection, XPO will notify Contract Holder of the noncompliance and allow Contract Holder an opportunity to remedy the noncompliance and/or remove the shipment from the terminal. If the noncompliance is detected after transportation commences from the origin rail ramp, Contract Holder may be assessed a total additional surcharge of ten thousand dollars (\$10,000), for each trailer or container, as liquidated damages to cover the cost of additional handling or any disruption of service. In addition, Contract Holder will be responsible for paying storage charges, trailer/container repair costs, applicable transportation costs, accessorial charges and other expenses. The Carrier may, at its option, retain the shipment until all fees and costs, including liquidated damages, have been paid.

In consideration of XPO's rates and arrangement of the transportation of Metal Products, Contract Holder hereby release, and, jointly and severally, agree to defend, indemnify, and hold harmless the Carriers and XPO and their respective affiliates, employees, agents, representatives, and subcontractors from and against all liability, loss, damage, payment, penalty, expense, suit and claim (including but not limited to reasonable attorney's, consultant, investigator and expert fees and expenses and costs to enforce this indemnity right), arising out of or related to (1) loading, blocking, bracing or transportation of Metal Products or (2) any person's or entity's (other than XPO's or the Carrier's) failure to comply with the special conditions set forth in this Agreement. Contract Holder will be responsible, upon XPO's request, to (1) assume defense of any suit or claim that is subject to the indemnification set forth herein and (2) immediately reimburse XPO for any and all amounts that XPO incurs or owes as a result of transportation of the Metal Products (other than linehaul rates, terminal service and other accessorial charges for transportation of the Metal Products) to a Carrier under any release and indemnification arrangement between Carriers and XPO regarding the transportation of Metal Products at Contract Holder's request.

Contract Holder will provide evidence to XPO and the Carriers that it has in force a policy of insurance covering its business activities and expressly covering the shipment of or the handling of Metal Products, in the amount of two million dollars (\$2,000,000), which includes XPO, UP, CSX and any other Carrier as additional insured and contains a contractual liability endorsement that will cover the obligations assumed by Contract Holder under this Agreement. The

required insurance will include waivers of subrogation rights endorsements, will not have any exclusion for railroad operations, and will require thirty (30) days written notice to XPO prior to any expiration or termination of or change in the coverage provided. Upon request, Contract Holder will provide XPO with certificates of insurance, copies of insurance policies and evidence of payment of all due premiums for such insurance. Notwithstanding the foregoing, the liability assumed by Contract Holder under this Agreement, including but not limited to Contract Holder's indemnification obligations, will not be limited to the foregoing insurance coverage.

This Agreement supplements the terms of any transportation agreement between XPO and Contract Holder and will control in the event of any conflict. This Agreement will be governed by the laws of Tennessee, without regard to its conflict or choice of law rules. Delay or failure of any party or of any Carrier to enforce any provision of this Agreement or to prosecute any default will not be considered as a continuing or permanent waiver of that provision or to bar prosecution of that default unless so indicated in writing. The Carriers will be third party beneficiaries of this Agreement with full power and authority to enforce directly the Contract Holder's obligations hereunder.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

XPO Stacktrain, LLC

Contract Holder: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____