



a Genesee & Wyoming Company

OTTER TAIL VALLEY RAILROAD COMPANY, INC. PUBLIC SWITCHING TARIFF OTVR TS 137006-1

ISSUED: August 25, 2026

EFFECTIVE: September 14, 2026

EXPIRATION: August 31, 2027

GENERAL RULES

Any services not covered by the charges in this document are subject to the rules and provisions of the General Tariff 70067-series, as such tariffs may be amended, supplemented, modified or superseded from time to time.

Except when in conflict with the other provision of this Quotation, shipments of Commodity(ies) tendered for transportation hereunder shall be governed by tariffs, exempt circulars, rules, regulations, and classifications, as each may be amended, supplemented, modified or superseded from time to time, that would govern the rights and obligations of the parties if this Quotation did not exist, except that no diversion, reconsignment or transit privileges will be permitted. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading.

This Rate Authority can be cancelled upon 20 days' notice and tariff terms and rates shall apply to all traffic received by Railroad thereafter, as such tariffs may be amended, superseded from time to time. Reverse application applies only on rejected shipments returning to point of origin via reverse route. Except when specifically provided herein, rates do not include switching charges at origin or destination.

LOSS OR DAMAGE

In addition to all limitations provided for in the General Tariff 70067-series, no claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by Customer for amounts of \$250.00 or less. Any claims should be filed with the destination Carrier.

Origin Efficiency Program Payments

BNSF Railway Company ("BNSF") currently has an Origin Efficiency Program, as specified in BNSF Tariff Item 13500 Series, as amended or superseded (the "OEP Program"). The OEP Program provides for Origin Efficiency Program Payments (the "OEP Payments ") for customers listed in the OEP Program (a "Customer") and OTVR for the delivery of an empty unit train by OTVR from the OTVR/BNSF interchange point to the Customer's elevator , the loading of the unit train with grain by the Customer and the return of the loaded unit train (a "Shuttle Train") by OTVR to the OTVR/BNSF interchange point within a cycle time period specified by BNSF. The current overall cycle time period to qualify for an OEP Payment is thirty-one (31) hours, with fifteen (15) hours allocated to the Customer for loading the Shuttle Train and sixteen (16) hours allocated to OTVR for the transportation of the empty and loaded Shuttle Train between the OTVR/BNSF interchange point and the Customer's elevator.

Commercial Services Department (on behalf of OTVR)

13901 Sutton Park Drive South, Suite 270

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Commercial.support@gwrr.com

Under the OEP Program, OTVR must apply to BNSF for any OEP Payments and all OEP Payments for qualified Shuttle Trains are paid by BNSF directly to OTVR and not to the Customer. OTVR must submit a claim to BNSF for an OEP Payment for each qualified Shuttle Train. Customer must provide OTVR with all of the information required by the OEP Program for OTVR to submit a claim within twenty-four (24) hours of the release of the loaded Shuttle Train by Customer to OTVR at the Customer's elevator.

If Customer meets its loading time of fifteen (15) hours and OTVR meets its transportation time of sixteen (16) hours, so that the overall cycle time of thirty-one (31) hours is met for a Shuttle Train, then OTVR will forward an OEP Payment that OTVR receives from BNSF for that Shuttle Train to Customer. OTVR will retain ten percent (10%) of any OEP Payment received from BNSF from any Shuttle Train movement.

Notwithstanding any other provision of this tariff, if OTVR exceeds its transportation time of sixteen (16) hours due to force majeure condition as that no OEP Payment is received from BNSF for a Shuttle Train movement, OTVR shall not be required to pay Customer out of OTVR's own funds.

An OTVR force majeure condition includes but is not limited to the following: acts of God, flood, storm, earthquake, hurricane, tornado or other severe weather or climatic condition, acts of public enemy, war, terrorism, blockage, insurrection, derailment, vandalism, sabotage, fire, accident, wrecks, washout, explosion, labor strike or interference, lockout or labor dispute, locomotive malfunction, fuel shortage, embargo, AAR service order, governmental law, orders or regulation, breakage of machinery and/ like causes beyond the control of OTVR.

If the overall cycle time of thirty-one (31) hours is exceeded for a Shuttle Train for any reason, no OEP Payment will be received by OTVR from BNSF and no OEP Payment will be forwarded by OTVR to Customer.