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BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36873 (SUB-NO. 32)

VIRGINIA PORT AUTHORITY – ACQUISITION OF A LINE OF RAILROAD IN NORFOLK, VIRGINIA – NORFOLK SOUTHERN RAILWAY COMPANY

RESPONSIVE APPLICATION OF THE VIRGINIA PORT AUTHORITY

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RESPONSIVE APPLICATION OF THE VIRGINIA PORT AUTHORITY

Pursuant to 49 U.S.C. § 11324(c) and 49 C.F.R. Part 1180, The Virginia Port Authority ("VPA"), a political subdivision of the Commonwealth of Virginia, and its wholly-owned terminal operating subsidiary, Virginia International Terminals, LLC ("VIT"), collectively ("POV", the "Port," or "Applicant") submits this responsive application (the "Responsive Application") for approval by the Surface Transportation Board (the "Board") of the Port's acquisition of Norfolk Southern Railway Company's ("NS's") approximately 1.3 miles of rail line extending from Quartermaster Junction, inclusive of the wye tracks, all switches, and underlying real estate, to West Junction at the connection with tracks owned by POV at Norfolk International Terminal ("NIT") in Norfolk, Virginia, including all real estate, track, rail assets, switches, and connections (the "Line"), as a condition of any approval of the proposed acquisition of control of NS by Union Pacific Corporation and Union Pacific Railroad Company (together, "UP") in STB Finance Docket No. 36873 (the "UP-NS Application").

EXECUTIVE SUMMARY

POV remains a principal driver of the economy of the Commonwealth of Virginia and the nation. Virginia established the VPA in 1952. POV's facilities consist of four deep-water marine terminals, namely NIT, Portsmouth Marine Terminal ("PMT"), Virginia International Gateway ("VIG"), and Newport News Marine Terminal ("NNMT"). POV also has two inland terminals, Richmond Marine Terminal ("RMT") and Virginia Inland Port ("VIP") at Front Royal, Virginia, and an empty container yard and maintenance and repair facility, Pinners Point Container Yard ("PPCY").

NIT and VIG are POV's primary container terminals. NIT is the largest terminal with current annual throughput capacity of 2.2M Twenty-Foot Equivalent Units ("TEUs") and presently has an expansion project underway that will increase NIT terminal capacity to 3.6M TEUs. Verified Statement of Jay Windsor, Director, Intermodal Operations NIT, for VIT at ¶ 5 and Figure 1 (hereinafter "Windsor VS"), attached as Exhibit 12. POV depends on competitive rail service to move containers and other cargo between its marine terminals and inland markets.

POV's competitiveness depends not only on container volume with origins and destinations within Virginia, but also on cargo that moves by rail to major inland population centers. POV has deliberately built one of the most robust service offerings on the East Coast to extend its reach well into the country.



Rail allows POV to serve distant markets that would otherwise be impractical by truck alone. As an example, that rail reach allows POV to access approximately 75% of the U.S. population within two days. It also underpins POV's reputation for reliability, with consistent and predictable service that shippers depend on when planning supply chains. Finally, rail plays a critical role in total transportation cost, helping balance higher ocean shipping costs to the East Coast with competitive inland transportation rates.

As explained in more detail in POV's Comments and Requests for Conditions submitted concurrently in this proceeding, and hereby incorporated by reference ("Comments"),[1] granting the UP-NS Application would create competitive harm by reducing competition. Nevertheless, POV requests that if the Board approves the transaction, the Board grant POV's Responsive

[1] Decision No 46 in this proceeding provides that "each responsive application may incorporate by reference information to the extent allowable under 49 C.F.R. § 1180.4," which specifies that "[i]nformation from other documents may be incorporated by reference in the application" if they "have been filed with the Board within three years prior to filing of the application, the information must be up to date, and applicant must be prepared to supply copies of this information to interested persons on specific request." Additionally, POV's seeks conditions in addition to the grant of this Responsive Application in its comments.

Application for divestiture of the Line to redress competitive harm and to enhance competition. This track is integral to more efficient operation of NIT as discussed below.

NS's control of NPBL has had the effect at NIT as shown in the rail shipping data in Table 1. Comparing columns 3 and 4 shows that NS transports nearly all traffic that moves direct to rail.

Figure 1 – Rail Shipments at NIT 2015 to 2024.

Year	NIT	NIT NS BY RAIL	NIT CSX BY RAIL	NIT CSX AFTER DRAYAGE
2015	[redacted]			
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				

Windsor VS at ¶ 22. As shown in the last column, CSX transports only a modest amount of rail cargo to and from NIT. This substantial disparity occurs in large part because of NS's control of the Line and refusal to allow NPBL to move CSX traffic in a manner like its own. The disparity contrasts to the allocation of traffic between CSX and NS at VIG, where neutral access is provided by a short line. Windsor VS at ¶¶ 20-24.

To overcome the lack of competition between NS and CSX at NIT, VIT has manufactured (and partially pays for) an, albeit less efficient, work around in the form of a cross-town drayage

program. For example, a vessel offloads a CSX import box at NIT, and that box is drayed from Norfolk, Virginia, to VIG in located in Portsmouth, Virginia. At VIG, the import box is loaded aboard a short line railroad, Commonwealth Rail, which serves both CSX and NS. The reverse would be true for CSX export cargo. Not only are these "cross-town" drays for the CSX cargo costly due to the additional re-handling, but the drayage service is inefficient and disfavored by shippers. The crucial point is that approval of the transaction will exacerbate this lack of competition for POV's customers. In such case, NS will not have an incentive to work with any carrier other than UP, and VIT itself pays to create competition. In fact, to create competition, VIT pays a subsidy, [redacted] per container for the drayage, in order to create the competition at NIT. Indeed, in 2025, VIT paid about [redacted] in these subsidies. Windsor VS at ¶ 25.

If the Board grants this Responsive Application, POV will own the Line and provide trackage rights to any carrier, including CSX, UP/NS, and Norfolk and Portsmouth Belt Railroad ("NBPL") to operate over the line to access the NIT facility. POV's control of the line will result in a substantial improvement in efficiency and rail-to-rail competition because POV will allow all carriers to operate trains in the same way to harmonize flows and remove barriers to competition.

Today, NS owns the track and directly serves NIT. CSX can move traffic to NIT, but only by interchanging cars to NPBL, which is an NS subsidiary over which NS has control, who has limited use of part of the track. *Norfolk Southern Corp. & Norfolk Southern Ry.—Acquisition of Control—Norfolk & Portsmouth Belt Line R.R.*, STB Docket No. FD 36836 (STB served Apr. 6, 2026). The operations at NIT are different for NS and for NPBL/CSX today because of NS control of the Line and particularly over its control of the wye at Quartermaster Junction. Windsor VS at ¶¶ 10-18.

Because of existing track ownership and trackage rights agreements, particularly, NS's control over the wye at Quartermaster Junction, operations at NIT are different for NS and for NPBL carrying CSX freight. Specifically, NPBL can only access NIT via NIT's north gate after moving through West Junction; it moves both inbound and outbound trains over VPA-owned track in and out through the north gate. Comparatively, NS pulls its inbound trains through Quartermaster Junction toward West Junction. It then pushes the train back south and through the wye at Quartermaster Junction and into NIT via the south gate. It then decouples its locomotives and runs the locomotives north to West Junction to pick up an outbound train. In short, NS traffic makes a circle, while NPBL carrying CSX freight must enter and exit NIT exclusively through the north gate (limiting track availability because an inbound train and an outbound train cannot occupy the same track). As a result of the two different operating requirements imposed by NS through its control of the wye at Quartermaster Junction, the current operation disadvantages non-NS traffic and consumes more capacity than harmonized operations would consume.

POV will own the track and keep the Line open to all carriers serving the NIT on nondiscriminatory terms through grants of trackage rights. The only local customer (located off of NIT track north of West Junction) would continue to be served by NPBL through existing trackage rights that would be amended, as it is today.[2] POV will streamline operations over the track by allowing all carriers to use the more efficient train movements that NS uses today. It will also increase capacity at NIT because it will eliminate conflicting traffic flows that result from the two different operations of NS and NPBL/CSX. No shipper on the Line will lose a rail option because

[2] *Virgina Port Authority – Acquisition Exemption – Norfolk and Portsmouth Belt Line R.R. Co*., STB Finance Docket No. 35532 (STB Decided Aug. 1, 2011 (holding that the Port does not need STB authorization to acquire rail tracks because although VPA is acquiring the physical assets of the rail line, it will not acquire the legal obligation to provide freight rail service to customers on the line).

of the transaction. In fact, the Port and intermodal customers who use rail will have enhanced competition from, among other things described herein, NPBL (moving CSX traffic) having comparable operations to NS and improved use of NIT's existing tracks, which will result in NPBL/CSX being able to operate trains of the same length as NS. Windsor VS at ¶ 43.

This Responsive Application should be classified as a "minor" transaction because the proposed divestiture clearly will not have any anticompetitive effects. 49 C.F.R. § 1180.2(b)(1), (c). To the contrary, it preserves and enhances competition. While this Responsive Application should be classified as minor, POV nevertheless provides the information required for a significant transaction in the event the Board decides to evaluate it as such.

SPECIFIC INFORMATION REQUIRED BY THE REGULATIONS

49 C.F.R. § 1180.6 specifies information that must be included in applications filed under 49 U.S.C. § 11324(c). The requested information is provided below, preceded by the subsection of the regulations to which it responds.[3]

1. General Information Supporting the Transaction

1180.6(a)(1)(i) A brief summary of the proposed transaction, the name of the applicants, their business address, telephone number, and the name of the counsel to whom questions regarding the transaction can be addressed.

The proposed transaction in this Docket No. FD 36873 (Sub-No. 32) is the acquisition by POV of the Line, as a condition of any approval of the UP-NS Application. The Line consists of all real estate, track, rail assets, switches, and connections on the approximately 1.3-mile rail line

[3] Applicants believe all required and relevant information is included in this Responsive Application. If not, Applicants request the same grace afforded to Applicants in the UP and NS transaction proceeding. See Decision No. 9, Finance Docket No. 36873 (STB Decided Jan. 16, 2026)(allowing Applicants to file an Amended Application after finding the original Application to be in complete).

extending from Quartermaster Junction, inclusive of the wye tracks and all switches, to West Junction at the connection with tracks owned by POV at NIT in Norfolk, Virginia. For clarity the Line also connects with NIT existing track at both ends. A map of the Line is provided as Exhibit 1.

The business address and telephone number for POV is 600 World Trade Center, Norfolk, VA 23510, (757) 683-8000. Questions can be addressed to VPA's Chief Administration Officer, B. Jason Barlow, 600 World Trade Center, Norfolk, Virginia 23510, (757) 683-8000.

1180.6(a)(1)(ii) The proposed time schedule for consummation of the proposed transaction.

POV expects to consummate the proposed divestiture as soon as possible following a Board decision conditioning approval of the UP-NS Application on divestiture of the Line and completion of negotiations with NS regarding the terms of the agreements governing the transaction. Exhibit 2A includes POV's proposed form of Asset Purchase Agreement. POV asks the Board to order the parties to negotiate the purchase price and other transaction terms within 90 days from the effective date of the Board's decision. If the parties cannot complete those negotiations within that period, POV asks the Board to require the parties to submit any remaining disputed issues to the Board for determination. During that 90-day period, POV will also enter into trackage rights agreements with each of UP/NS and CSX, and POV will enter into an amendment of its existing trackage rights/use agreement with NPBL to include use of the Line.

1180.6(a)(1)(iii) The purpose sought to be accomplished by the proposed transaction, e.g., operating economies, eliminating excess facilities, improving service, or improving the financial viability of the applicants.

Divestiture of the Line to POV is necessary to address the competitive harm the UP-NS transaction would cause to rail service at POV as discussed in POV's Comments filed in Docket No. 36873 and hereby incorporated by reference. As described above, NS's control of the track

and the switches and wye at Quartermaster Junction results in discriminatory service. Today, NPBL/CSX can only access NIT via the NIT's north gate after moving through West Junction; it moves both inbound and outbound trains in and out through the north gate. Comparatively, NS pulls its inbound trains through Quartermaster Junction toward West Junction. It then pushes the train back south and through the wye at Quartermaster Junction and into NIT via the south gate. It then decouples its locomotives and runs the locomotives north to West Junction to pick up an outbound train. In short, NS traffic makes a circle, while NPBL carrying CSX freight must enter and exit NIT exclusively through the north gate (limiting track availability because an inbound train and an outbound train cannot occupy the same track). As a result of the two different operating requirements imposed by NS through its control of the wye at Quartermaster Junction, the current operation disadvantages non-NS traffic, creates inefficiencies, and consumes more capacity than harmonized operations would consume. POV's ownership of the track will result in equal access to all railroads and permit POV to harmonize the flow of all traffic at NIT so that CSX is an effective competitor to redress the competitive harm that would result from approval of the UP-NS Application as described in POV's Comments.

Granting this Responsive Application will enhance rail competition. It will enable POV to control the traffic flow into and out of both ends of NIT to increase efficiency and service and to construct additional siding capacity at NIT's marshalling yard and around the loop from the marshalling yard to West Junction and south toward Quartermaster Junction. Windsor VS at ¶¶ 45-48. With POV control of the entire loop, traffic flows can be synchronized to run in the same direction, rather than conflicting directions. Thus all carriers would provide direct rail-to-rail competition from an equal starting point (same operations within NIT) for all carrier to compete based on price and service from NIT to destination to the benefit of customers.

Once divested to POV, POV will provide trackage rights to all carriers over the line segment to further the remedy of competitive harm from NS's reduced incentive to collaborate with any other carrier than UP, and to enhance competition for customers.

NS has had more than ample time (indeed decades) to address this through its own behavior or by providing rights to allow NPBL to operate the same as NS to maximize the efficient flow of traffic in the NIT terminal. It has not. And there is no reason to think that UP/NS will do so if the Board approves the UP-NS Application. Nor is there reason to believe that, if NS voluntarily started to do so now (or UP/NS voluntarily did) or offered to provide short term protection to try to obtain approval of the Transaction in Finance Docket No. 3687, it would continue to do so without the permanent condition that would result from approving the Responsive Application.

As discussed more fully in POV's Comments, section 11324(c) authorizes the Board to impose conditions on a merger, including the divestiture of parallel tracks or requiring the granting of trackage rights and access to other facilities. The Board can impose conditions on a transaction to "at a minimum preserve competitive and market options," 49 C.F.R. § 1180.1(c)(2)(i), but also to enhance competition, 2001 Rules, 5 S.T.B. at 547-48, 550; 49 C.F.R. § 1180.1(c)(2)(iv).

The undeniable focus of the enhanced competition standard in the 2001 Rules is rail-to-rail competition. Every illustration of the concept unlocks rail-to-rail competition. See id. at 550, 554, 569. The Applicants' responsive application directly enhances competition to remedy harms created by the UP-NS proposed transaction as described in POV's Comments.

The Line is the only segment of the rail loop serving NIT that POV does not own or control. Exhibit 1A. NIT's rail access runs through two points: the Line, including the wye and switches at Quartermaster Junction, and the NPBL connection at West Junction and NIT's north gate. Because NS owns the Line and controls the wye at Quartermaster Junction, only NS can use the more

efficient south-gate operation for inbound trains (and pick up trains staged on the north tracks), while NPBL movements of both inbound and outbound CSX traffic must use (and consume the capacity on) the same tracks at the north gate. Windsor VS ¶¶ 9, 14. The Line is therefore a facility to which equal access is essential for any carrier competing to serve NIT. Divestiture of the Line to the Port, coupled with nondiscriminatory trackage rights for UP/NS, CSX, and NPBL, places control of NIT's rail access with a neutral owner that is agnostic as to which carrier handles the traffic. Windsor VS ¶ 17. That remedy produces the rail-to-rail competition the 2001 Rules require, as the more even division of traffic at VIG demonstrates. *See* Figure 3.

No customer will be adversely affected. POV will grant trackage rights to all carriers to use the Line, the wye at Quartermaster Junction, and the switches. *Virgina Port Authority – Acquisition Exemption – Norfolk and Portsmouth Belt Line R.R. Co*., STB Finance Docket No. 35532 (STB Decided Aug. 1, 2011 (holding that the Port does not need STB authorization to acquire rail tracks because although VPA is acquiring the physical assets of the rail line, it will not acquire the legal obligation to provide freight rail service to customers on the line). There is one customer located on the Line, but it would continue to be served by NPBL pursuant to an amendment to NPBL's existing trackage rights agreement with POV. The remainder of customers, in particular, ocean carriers and shippers of international intermodal freight, will benefit greatly.

1180.6(a)(1)(iv). The nature and amount of any new securities or other financial arrangements.

There will be no new securities issued because of the proposed transaction. VPA is a governmental entity and could use capital funds or issue bonds as part of a financing package. About 86% of revenues for the Port are generated through the import and export of goods with remaining funding coming from a mix of state non-general funds via the Commonwealth Transportation Fund, and federal and state funding sources for special projects.

The FY 2024- 2026 biennial budget included $291.2 million for VPA in FY 2025 and $608.2 million in FY 2026. The additional funding in FY 2026 includes $325 million in authorized debt to allow VPA to enter into an agreement to purchase Virginia International Gateway Terminal at the end of its current lease in 2065. VPA receives $63.7 million from the Commonwealth Transportation Fund each year, which comes to VPA via the Commonwealth Port Fund, which directs VPA to use the funding to improve and maintain its infrastructure, and foster commerce in VPA and the state's other inland ports.

The Capital Outlay portion of the state budget includes $458.2 million for facility improvement projects from non-general funding resources. These funds will support improvements to cargo handling facilities ($223 million); expansion of an empty yard ($223 million) and maintaining berths and wharfs ($12.2 million).[4]

1180.6(a)(2)A detailed discussion of the public interest justifications in support of the application, indicating how the proposed transaction is consistent with the public interest, with particular regard to the relevant statutory criteria, including:

1180.6(a)(2)(i)The effect of the transaction on inter- and intramodal competition, including a description of the relevant market (see § 1180.7). Include a discussion of whether, as a result of the transaction, there is likely to be any lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States.

The positive effect of this Responsive Application on competition is described in Exhibit 12, which includes the Verified Statement of Jay Windsor, Director, Intermodal Operations NIT. The divestiture of the Line will not lessen competition or create a monopoly. To the contrary, it will enhance competition and will, to some degree, remedy harms that would be created by approval of the Transaction in Finance Docket No. 36873, as discussed more fully in POV's Comments in that docket, which it incorporates here. Today, NS controls the operation into NIT

[4] https://hac.virginia.gov/subtopics/transportation/port/.

through its control of the Line and of Quartermaster Junction. As a result, NS is handling nearly all of the rail traffic at NIT as shown in Figure 1 above, because it controls which carriers have an efficient movement and which do not. POV expects that after it obtains the Line through this proceeding, grants trackage rights to UP/NS, NPBL, and CSX, and harmonizes operations to be the same for all railroads, the result will be rail competition that results in shipments that look more like those at VIG where there is rail-to-rail competition. Windsor VS at ¶ 17-18. That result is a substantial enhancement to competition.

Because the Line will remain open to all carriers serving NIT, no shipper will lose a competitive option. Instead, the transaction preserves the competitive access that the UP-NS Application would otherwise put at risk.

1180.6(a)(2)(ii)The financial consideration involved in the proposed transaction, and any economies, to be effected in operations, and any increase in traffic, revenues, earnings available for fixed charges, and net earnings, expected to result from the consummation of the proposed transaction.

Financial consideration for the proposed divestiture will be negotiated by VPA and NS following any Board decision granting this Responsive Application. As stated above, POV requests that the Board provide for a 90-day negotiating period and thereafter resolve any disputed issues by further order. The expected traffic and operating effects are described in Exhibits 12 and 13. As a governmental entity working in the interest of Virginia and shippers, VPA does not need to generate substantial earnings from this divestiture. This fact enhances the public interest benefit to POV's neutral ownership and operation of the Line.

1180.6(a)(2)(iii) The effect of the increase, if any, of total fixed charges resulting from the proposed transaction.

VPA may use capital funds or may use its bonding authority to supplement its sources of capital and revenue as discussed *infra*.

1180.6(a)(2)(iv) The effect of the proposed transaction upon the adequacy of transportation service to the public, as measured by the continuation of essential transportation services by applicants and other carriers.

The proposed transaction would preserve and improve the adequacy of transportation service to the public. If the UP-NS Application is approved without the Port's proposed condition, the combined carrier would continue to operate over the Line as it has today and to restrict NPBL/CSX from operating in the same way. Thus, divestiture of the Line to POV would enhance competition, providing all parties with the most efficient operating option. Once the option is established, POV will be able to invest in additional marshalling tracks on the north side of NIT to facilitate growth through rail-to-rail competition. Windsor VS at ¶ 45. Divestiture to POV will ensure that the Line continues to serve all carriers and shippers using POV. As noted in the Operating Plan, there are additional capital investments and service improvements that could result from the divestiture depending on traffic that could include:

- Construction of two additional marshalling tracks.
- Construction of additional track from the marshalling tracks around West Junction and south toward Quartermaster Junction parallel to the existing line.
- Extending terminal locomotive operations by four additional hours daily (approx. 20% increase in working time).
- Adding a second Utility Man and convert two flaggers to longshore pay for intersection control and switch management.
- Remove self-imposed curfews (0700–0800 and 1200–1300) to reduce cost and public disruption.
- If inbound trains arrive off schedule, size may need to be limited to maintain subsequent windows.
- If terminal locomotives fall behind when operating two a third can be added to support clearing inbound or setting outbound trains.

See Windsor VS at ¶ 46-48.

The only local customer on the Line would continue to be served by NPBL – as it is today – pursuant to NPBL's trackage rights, which would be amended as needed.

1180.6(a)(2)(v) The effect of the proposed transaction upon applicant carriers' employees (by class or craft), the geographic points where the impact will occur, the time frame of the impact (for at least 3 years after consolidation), and whether any employee protection agreements have been reached.

There are no anticipated effects on UP/NS conductors and engineers because UP/NS will continue to operate over the Line via trackage rights. No employee protection agreements have been reached. POV does not believe that any employees will be adversely affected by the transaction, but if so, employees adversely affected by the line sale will be entitled to the protective conditions in *New York Dock Ry.–Control–Brooklyn Eastern District Terminal*, 360 I.C.C. 60, *aff'd sub nom. New York Dock Ry. v. United States*, 609 F.2d 83 (2d Cir. 1979).

1180.6(a)(2)(vi) The effect of inclusion (or lack of inclusion) in the proposed transaction of other railroads in the territory, under 49 U.S.C. 11324.

Not applicable.

1180.6(a)(3) Any other supporting or descriptive statements applicants deem material.

POV incorporates by reference its Comments and Request for Conditions filed concurrently in Docket No. FD 36873 and the accompanying testimony.

1180.6(a)(4) An opinion of applicants' counsel that the transaction meets the requirements of the law and will be legally authorized and valid, if approved by the Board. This should include specific references to any pertinent provisions of applicants' bylaws or charter or articles of incorporation.

The opinion letters of counsel for both VPA and VIT are set forth in Appendix A.

1180.6(a)(5) A list of the State(s) in which any part of the property of each applicant carrier is situated.

POV is not a rail carrier, and its property is in Virginia.

1180.6(a)(6)Map (exhibit 1). Submit a general or key map indicating clearly, in separate colors or otherwise, the line(s) of applicant carriers in their true relations to each other, short line connections, other rail lines in the territory, and the principal geographic points in the region traversed. If a geographically limited transaction is proposed, a map detailing the transaction should also be included. In addition to the map accompanying each application, 20 unbound copies of the map shall be filed with the Board.

Exhibit 1 contains maps depicting the Line, POV's terminals, connections with NS, CSX, and other railroads, and the principal geographic points in the region.

1180.6(a)(7)(i)Describe the nature of the transaction (e.g., merger, control, purchase, trackage rights), the significant terms and conditions, and the consideration to be paid (monetary or otherwise).

The transaction proposed in this Docket No. FD 36873 (Sub-No. 32) involves the purchase by the Port of the Line. The significant terms and conditions of the proposed transaction are described in the proposed Asset Purchase Agreement included as Exhibit 2A, which is subject to negotiation and revision if the Board grants this Responsive Application.

1180.6(a)(7)(ii). Agreement (exhibit 2). Submit a copy of any contract or other written instrument entered into, or proposed to be entered into, pertaining to the proposed transaction. In addition, parties to exempt trackage rights agreements and renewal of agreements described at § 1180.2(d)(7) must submit one copy of the executed agreement or renewal agreement with the notice of exemption, or within 10 days of the date that the agreement is executed, whichever is later.

Exhibit 2 contains POV's proposed forms of the following agreements, which are subject to negotiation and revision if the Board grants this Responsive Application: 2A, Asset Purchase Agreement between NS and the VPA; 2B, Trackage Rights. POV would also enter into an amendment of its existing trackage rights/use agreement with NPBL as necessary to include the Line.

1180.6(a)(7)(iii). If a consolidation or merger is proposed indicate: (A) The name of the company resulting from the consolidation or merger; (B) the State or territory under the laws of which the consolidated company is to be formed or the merged company is to file its certificate

of amendment; (C) the capitalization proposed for the resulting company; and (D) the amount and character of the capital stock and other securities to be issued.

Not applicable.

1180.6(a)(7)(iv). Court Order (exhibit 3). If a trustee, receiver, assignee, or personal representative of the real party in interest is an applicant, submit a certified copy of the order, if any, of the court having jurisdiction, authorizing the contemplated action.

Not applicable.

1180.6(a)(7)(v). State whether the property involved in the proposed transaction includes all the property of the applicant carriers and, if not, describe what property is included in the proposed transaction.

The proposed transaction does not include all the property of NS. It consists only of the Line, as described above.

1180.6(a)(7)(vi). Briefly describe the principal routes and termini of the lines involved, the principal points of interchange on the routes, and the amount of main-line mileage and branch line mileage involved.

The Line consists of approximately 1.3 route miles, all of which are main line miles, extending from Quartermaster Junction to West Junction, inclusive of the wye at Quartermaster Junction and all switches and underlying land, which will allow POV, rather than UP-NS, to control rail ingress and egress from NIT, enhancing completive access, and expanding overall rail capacity at the facility. There are no principal points of interchange on the Line. For clarity, the Line also extends from the point of connection with NIT track at both ends of the Line.

1180.6(a)(7)(vii). State whether any governmental financial assistance is involved in the proposed transaction and, if so, the form, amount, source, and application of such financial assistance.

VPA is an instrumentality of the Commonwealth of Virginia. *See infra* answer to 1180.6(a)(1)(iv).

1180.6(a)(8). Environmental data (exhibit 4). Submit information and data with respect to environmental matters prepared in accordance with 49 CFR part 1105. In major and significant transactions, applicants shall, as soon as possible, and no later than the filing of a notice of intent, consult with the Board's Office of Environmental Analysis for the proper format of the environmental report.

POV has consulted with the Board's Office of Environmental Analysis ("OEA") and provided the information requested. That information is set forth in Exhibit 4. POV expects traffic changes to be below the thresholds in 49 C.F.R. § 1105.7(e)(5).

By letter dated October 13, 2026, POV notified OEA of this anticipated Responsive Application and its expected traffic effects. A copy of that letter is attached as Exhibit 4. The divestiture is expected to generate one additional train per day, fewer than three trains per day, and less than a 100% increase in rail volume or gross ton-miles. Accordingly, POV expects traffic changes to be below the thresholds in 49 C.F.R. § 1105.7(e)(5).

1180.6(b)(3) Change in control (exhibit 8). If an applicant carrier submits an annual report Form R-1, indicate any change in ownership or control of that applicant carrier not indicated in its most recent Form R-1, and provide a list of the principal six officers of that applicant carrier and of any related applicant, and also of their majority-owned rail carrier subsidiaries. If any applicant carrier does not submit an annual report Form R-1, list all officers of that applicant carrier, and identify the person(s) or entity/entities in control of that applicant carrier and all owners of 10% or more of the equity of that applicant carrier.

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant to Decision No. 46 in Finance Docket 36873, the Board found that this information is not necessary and did not indicate that its application was otherwise inapplicable to other parties.

1180.6(b)(5) Issues (exhibit 10). Submit a discussion of any other issues relevant to the transaction.

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant

to Decision No. 46 in Finance Docket 36873, the Board found that this information is not necessary and did not indicate that its application was otherwise inapplicable to other parties. Without waiving its right to rely on that waiver, POV incorporates its comments filed in Finance Docket No. 36873.

1180.6(b)(6) Corporate chart (exhibit 11). Submit a corporate chart indicating all relationships between applicant carriers and all affiliates and subsidiaries and also companies controlling applicant carriers directly, indirectly or through another entity (with each chart indicating the percentage ownership of every company on the chart by any other company on the chart). For each company: include a statement indicating whether that company is a noncarrier or a carrier; and identify every officer and/or director of that company who is also an officer and/or director of any other company that is part of a different corporate family that includes a rail carrier. Such information may be referenced through notes to the chart.

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant to Decision No. 46 in Finance Docket 36873, the Board found that this information is not necessary and did not indicate that its application was otherwise inapplicable to other parties. Without waiving its right to rely on that ruling, POV states that this is not applicable, that POV is not a carrier nor does it have any affiliates or subsidiaries that control a carrier, and provides certain information in Exhibit 11.

1180.6(b)(7)If applicant is not a carrier, indicate (i) the type of business in which it is engaged, (ii) the length of time so engaged, and (iii) its present and prospective activities which have or may have a relation to transportation subject to 49 U.S.C. Subtitle IV.

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant to Decision No. 46 in Finance Docket 36873, the Board found that this information is not necessary and did not indicate that its application was otherwise inapplicable to other parties. Without waiving its right to rely on that ruling, POV states as follows.

Virginia established the VPA in 1952 to foster maritime commerce and economic development within the Commonwealth by coordinating and promoting the port activities of three city-owned marine terminals, namely, Newport News, Portsmouth, and Norfolk marine terminals. In the 1970's, those city-owned marine terminals were consolidated under VPA to further bolster their economic development potential, and in the 1980's, terminal operations were consolidated through the formation of VIT. VIT is a single-member limited liability company wholly owned by VPA. Together, VPA, VIT, and intermodal chassis pool, HRCP II, LLC, do business as "The Port of Virginia."

POV's facilities consist of four deep-water marine terminals, namely NIT, Portsmouth Marine Terminal ("PMT"),[5] Virginia International Gateway ("VIG"), and Newport News Marine Terminal ("NNMT"). POV also has two inland terminals, Richmond Marine Terminal ("RMT") and Virginia Inland Port ("VIP") at Front Royal, Virginia, and an empty container yard and maintenance and repair facility, Pinners Point Container Yard ("PPCY").

NIT and VIG are POV's primary container terminals. NIT is the largest terminal with current annual throughput capacity of 2.2M Twenty-Foot Equivalent Units ("TEUs") and presently has an expansion project underway that will increase NIT terminal capacity to 3.6M TEUs. VIG has an annual throughput capacity of 2.2M TEUs.

1180.6(b)(8) Intercorporate or financial relationships. Indicate whether there are any direct or indirect intercorporate or financial relationships at the time the application is filed, not disclosed elsewhere in the application, through holding companies, ownership of securities, or otherwise, in which applicants or their affiliates own or control more than 5% of the stock of a non-affiliated carrier, including those relationships in which a group affiliated with applicants owns more than 5% of the stock of such a carrier. Indicate the nature and extent of any such relationships, and, if an applicant owns securities of a carrier subject to 49 U.S.C. Subtitle IV, provide the carrier's name, a description of securities, the par value of each class of securities held, and the applicant's percentage of total ownership. For purposes of this paragraph,

[5] PMT was converted from a container terminal to an offshore wind staging port in 2021.

"affiliates" has the same meaning as "affiliated companies" in Definition 5 of the Uniform System of Accounts (49 CFR part 1201, subpart A).

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant to Decision No. 46 in Finance Docket 36873, the Board found that this information is not necessary and did not indicate that its application was otherwise inapplicable to other parties.

2. Competitive and Market Information

1180.7 For … significant transactions, applicants shall submit impact analyses (exhibit 12) describing the impacts of the proposed transaction – both adverse and beneficial – on inter- and intramodal competition with respect to freight surface transportation in the regions affected and on the provision of essential services by applicants and other carriers. …

The divestiture of the Line through this Responsive Application is not a significant transaction. It will, however, redress competitive harm and enhance competition as set forth more fully in POV's Comments and Requests for Conditions filed in Finance Docket No. 36873. The Port also submits Exhibit 12, which is the Verified Statement of Jay Windsor, Director of Intermodal Operations at NIT.

3. Operational Information

1180.8(b)For major and significant transactions: Operating plan (exhibit 13). Submit a summary of the proposed operating plan changes, based on the impact analyses, that will result from the transaction, and their anticipated timing, allowing for any time required to complete rehabilitation, upgrading, yard construction, or other major operational changes following consummation of the proposed transaction. The plan should make clear the gains in service, operating efficiencies, and other benefits anticipated from the merger. ...

POV's Operating Plan is attached as Exhibit 13 and supported by the Verified Statement of Jay Windsor Director of Intermodal Operations at NIT, which is Exhibit 12.

Current operations. NS pulls its inbound trains through Quartermaster Junction toward West Junction. It then pushes the train back south and through the wye at Quartermaster Junction

and into NIT via the south gate. It then decouples its locomotives and runs the locomotives north to West Junction to pick up an outbound train. In short, NS traffic makes a circle, while NPBL carrying CSX freight must enter and exit NIT exclusively through the north gate (limiting track availability because an inbound train and an outbound train cannot occupy the same track). Exhibit 13, Windsor VS ¶¶ 34-35.

Post-acquisition operations. (a) Operator: POV will not operate trains; UP/NS, NPBL, and CSX (if it has trackage rights to connect to the Line), will operate over the Line under trackage rights agreements with POV.

(b) Service into NIT: Unlike today when NS and NPBL (carrying CSX traffic) have conflicting movements that consume traffic as described by Mr. Windsor in his verified statement, if the Board grants this Responsive Application, all carriers, including NS, NPBL and CSX, would be granted overhead trackage rights to operate on the Line, and POV would control access to the Line. POV would improve the operations to be more efficient and have all traffic move through NIT in a single direction, which is a clockwise direction. All trains would go through and past Quartermaster Junction on the Line. They would then push back through the wye at Quartermaster Junction and into NIT on the south end on the Terminal. They would uncouple the locomotives, run back through Quartermaster Junction to West Junction and then to the marshalling yards at the north end of NIT. There all carriers would pull an outbound train from the marshaling yard. So, other carriers would be integrated with NS trains into the current drop/pull model with increased capacity for four trains. Windsor VS ¶¶ 36-40. POV expects one additional train per day. Exhibit 4.

(c) Local traffic. There is one customer located north of the Line on NIT track that would continue to be served by NPBL as it is today.

(d) Interchange: There are no interchange points on the Line.

(e) Dispatching: The dispatching for movements between POV's operation at NIT and NS/NPBL yards has historically been managed by NS. NS/NBPL coordinates with POV management to obtain access to NIT's tracks. POV expects that NS will continue to dispatch traffic to the entry of NIT, but the handoff point will change to the entry to and exit from the loop.

(f) Capital projects: No capital projects are required to begin these operations, although as described herein, divestiture of the Line could unlock additional, capacity-enhancing investments.

(g) Service gains: All carriers will use the same drop-and-pull operation NS uses today, eliminating conflicting movements, increasing capacity, and reducing the need for the drayage subsidy. As a result, all carriers can compete on price and service with equal operations at NIT, equal access to staging areas, and equal train length restrictions to in part redress the competitive harm inherent in an approval of the UP-NS Application and to enhance competition.

* * *

In summary, the proposed divestiture will redress competitive harm that the Amended Application creates, enhance competition, and will do so without depriving any shipper of an existing rail option.

CONCLUSION

For the reasons set forth above, although POV does not support the Amended Application, POV respectfully requests that the Board grant this Responsive Application in its entirety and impose the transaction contemplated herein as a condition of any approval of the UP-NS Application in Docket No. FD 36873.

Respectfully submitted,



B. Jason Barlow
Chief Administrative Officer
Virginia Port Authority
101 W. Main Street, Ste 600
Norfolk, VA 23510
Tel: (757) 683-8000
Email: jbarlow@portofvirginia.com

Dated: November 18, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November 2026, a copy of the foregoing Responsive Application was served by first-class mail on all persons designated in 49 C.F.R. § 1180.4(c)(5) and by first-class mail or more expeditious means on all parties of record in Docket No. FD 36873.

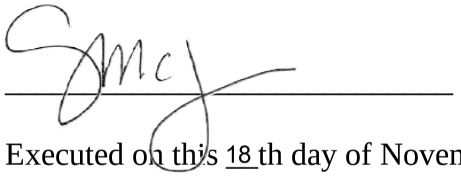


B. Jason Barlow

November 18, 2026

Section 1180.4(c)(2)(i): Signatures, Oaths, and Certifications

I, Sarah J. McCoy, declare under penalty of perjury that I am Chief Executive Officer of Virginia Port Authority ("VPA") and its wholly-owned terminal operating subsidiary, Virginia International Terminals, LLC ("VIT"); that I am one of the executive officers duly authorized to sign, to verify, and to file this Responsive Application on behalf of VPA and VIT; that I have knowledge of the matters contained in this Responsive Application; and that the statements made in this Responsive Application are true and correct to the best of my knowledge and belief.



Executed on this 18th day of November, 2026.

EXHIBITS AND APPENDICES

Exhibit 1: Maps

Exhibit 2: Proposed Agreements

Exhibit 3: Court Order

Exhibit 4: Environmental Data

Exhibit 8: Change in Ownership or Control

Exhibit 10: Other Issues

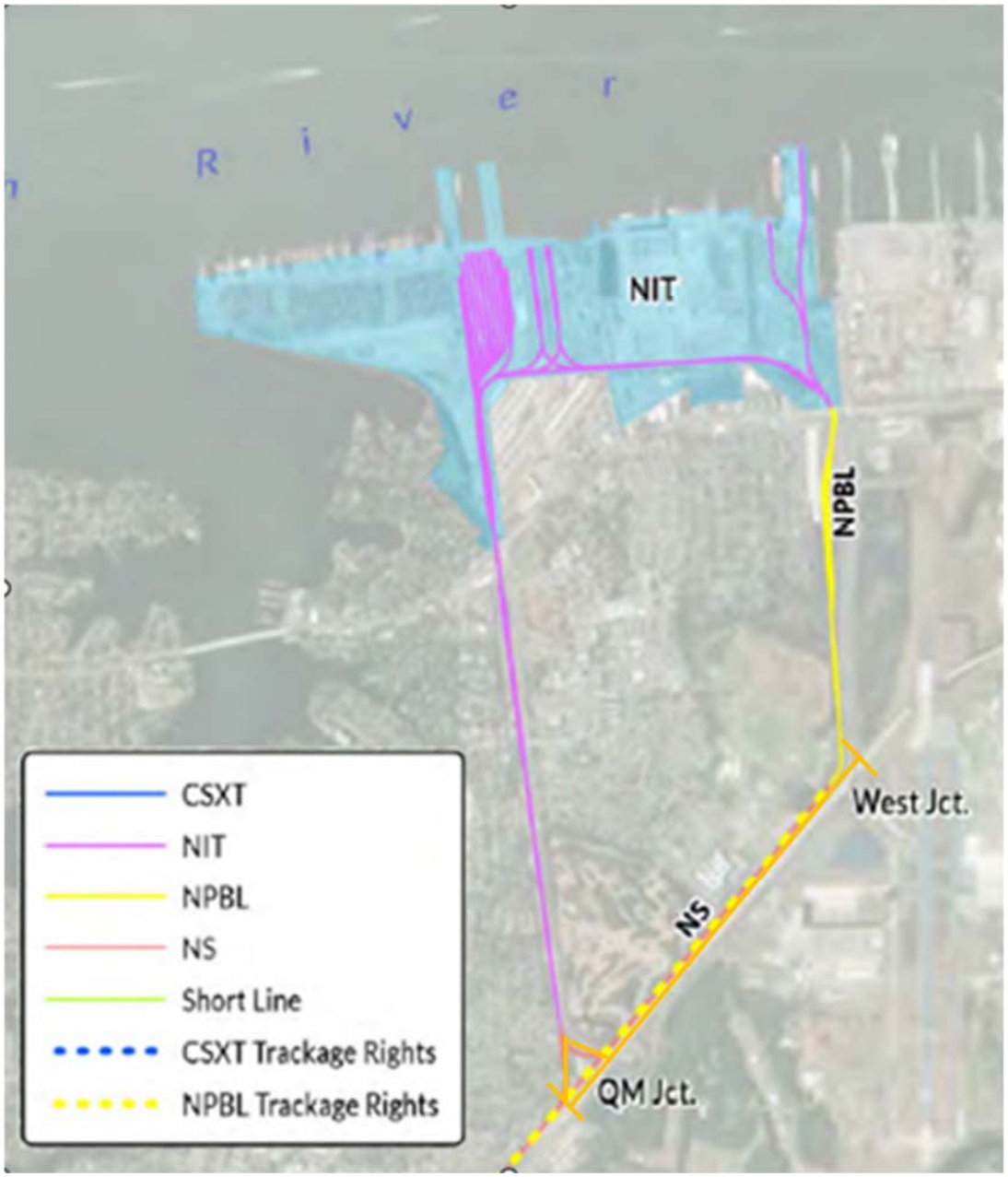
Exhibit 11: Organizational Chart

Exhibit 12: Market Analyses

Exhibit 13: Operating Plan

Appendix A: Opinion of Counsel

EXHIBIT 1.A – Map of the Line



The Line is shown in orange.

EXHIBIT 1.B – General Key Map

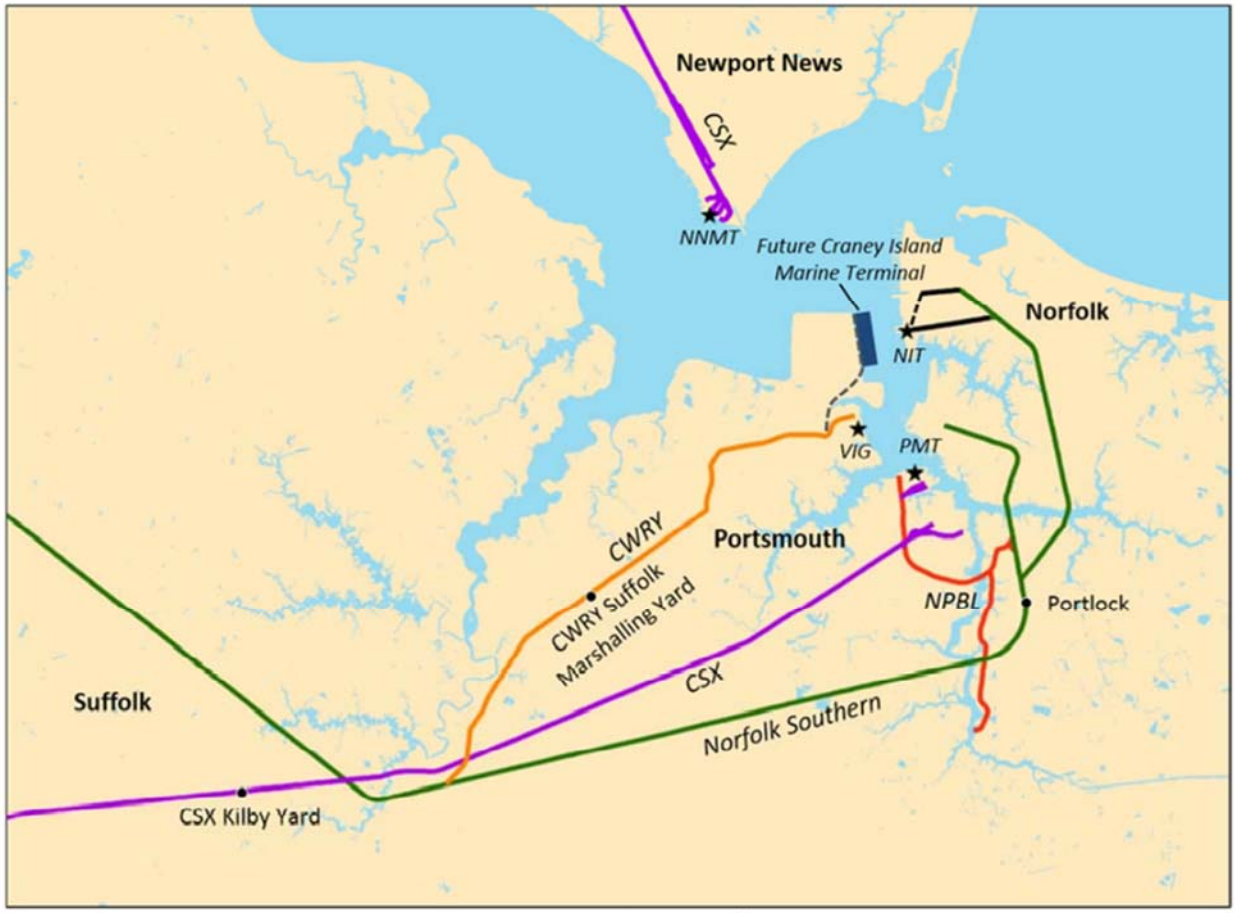

Newport News
CSX
NNMT
Future Craney Island
Marine Terminal
Norfolk
NIT
VIG
PMT
CWRY
Portsmouth
CWRY Suffolk
Marshalling Yard
NPBL
Portlock
CSX
Norfolk Southern
Suffolk
CSX Kilby Yard

EXHIBIT 2.A – Proposed Asset Purchase Agreement

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale (this "**Agreement**"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "**Effective Date**"), is made by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation ("**Seller**"); and **THE VIRGINIA PORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**VPA**" or "**Purchaser**").

1. Premises. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's right, title, and interest in real property and a continuous railroad line owned by Seller from Quartermaster Junction to West Junction inclusive of the wye at Quartermaster Junction and all switches from the point on each end making connection to Purchaser's other rail lines (being referenced otherwise herein as the "**Line**") all in Norfolk, VIRGINIA, together with (i) all servitudes, easements, appurtenances and hereditaments appertaining thereto ("**Real Property**"), and (ii) all personal property, fixtures, improvements, structures, landscaping, and appurtenances situated thereon, including, but not limited to, all rail, roadbed, ballast, tracks, ties, bridges, sidings, industrial tracks, depots, yards, storage, and parking areas, culverts, buildings, communications equipment, signals and signal facilities, ("**Personal Property**"), with the Line, Real Property, Personal Property, and all rights, interests, privileges, agreements, leases, licenses, and appurtenances identified on **Schedule 1** (collectively, referred to as "**Premises**"), including rights for fiber optic facilities, telecommunication facilities and other facilities, easements, utilities, pipelines, crossings, access, and other third-party uses of the Premises. The Premises being generally depicted substantially as shown on **Exhibit "A"** with cut points as generally indicated at the milepost described herein, but subject to any Survey for more specifically defined cut point locations.

2. Purchase Price. The purchase price for the Premises (the "**Purchase Price**") is **Earnest Money.** The earnest money to bind this Agreement, receipt of which is hereby acknowledged by Seller, is {_____ **DOLLARS ($**{_____**)** (the "**Earnest Money**"), which amount shall be credited toward the total price at closing. The Earnest Money may be retained by Seller if Purchaser, through no fault of Seller, shall fail to close in accordance with the terms of this Agreement. The parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of the Earnest Money, together with all interest thereon, is not intended as a penalty, but as full liquidated damages.

3. Type of Conveyance. At closing, Seller shall convey all of its right, title and interest to the Premises to Purchaser, for the Real Property, by Quitclaim Deed (the "**Deed**") and for the Personal Property, by a bill of sale (the "**Bill of Sale**"), subject to the following:

(a) General real estate taxes pro-rated for the year of closing; and

(b) Applicable zoning laws and regulations; and

(c) All tenancies, encumbrances, easements, rights, conditions, reservations, restrictions, leases, licenses, permits, privileges, agreements, third party agreements, covenants, rights of re-entry and possibilities of reverter whether or not of record; and

(d) Rights of the public, or other third parties, as applicable, to use any roads, alleys, bridges or streets on or crossing the Premises; and

(e) Rights of any party to any lakes, rivers, streams, or riparian rights affecting the Premises.

Title. Purchaser shall have thirty (30) days after the Effective Date to examine title to the Premises and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have thirty (30) days after receipt of such objections to satisfy them. If Seller does not satisfy such objections within the prescribed time, then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate this Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated pursuant to this paragraph, Purchaser shall be entitled to a refund of the Earnest Money, without interest, and neither party shall be liable to the other for damages on account of the termination. Marketable title as used herein shall mean title that a title insurance company licensed to do business in the State of VIRGINIA will insure at its regular rates subject only to standard exceptions and those stated in the paragraph entitled, "Type of Conveyance" ("**Marketable Title**").

4. Closing.

(a) The closing shall be held at a mutually agreed upon location, date and time, or by overnight mail, on or prior to {**DATE** ("**Closing Date**"). At closing:

(i) Seller shall deliver to Purchaser the duly executed and acknowledged Deed conveying the Premises to Purchaser as provided in the paragraph entitled, "Type of Conveyance", and one or more deeds of release to release the lien of any mortgage or trust that may apply to the Premises.

(ii) Seller shall deliver to Purchaser the duly executed and acknowledged Bill of Sale, as provided in the paragraph entitled, "Type of Conveyance" without representation or warranty of any type, quitclaiming and conveying all of Seller's right, title and interest in and to Seller's Personal Property, as defined herein.

(iii) Purchaser shall pay to Seller the Purchase Price (less Earnest Money previously paid) for the purchase of the Premises such payment to be made by wire transfer or, with Seller's authorization, by certified or cashier's check.

(iv) General real estate taxes for the then-current year relating to the Premises and rents for applicable leases or other third-party

agreements that may be assigned, if any, shall be prorated as of the Closing Date and shall be so adjusted at Closing.

(v) If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuations. All special taxes or assessments due subsequent to the closing date shall be paid by Purchaser.

(vi) Possession of the Premises shall be delivered to Purchaser.

(vii) Seller shall pay for the Deed preparation, Grantor's Tax and Seller's attorney's fees. Purchaser shall pay for all other closing costs, taxes, filing fees, recording fees and Purchaser's attorney's fees.

(viii) Seller will make good faith, commercially reasonable efforts to provide to Purchaser with all original (or copies of) valuation maps, track charts, bridge and other drawings, bridge inspection reports, agreements, leases, and licenses directly affecting the applicable portion of the Line that are in the possession or under the control of Seller. However, Seller's failure to provide certain documentation (or provide additional documents Seller may find at a later time) shall not be considered a Default under this Agreement.

5. Due Diligence Inspections.

(a) For a period of sixty (60) days after the Effective Date, Purchaser and its employees and agents shall have the right and permission to enter upon the Premises or on any part thereof at all reasonable times for the purpose of inspecting, examining, surveying, making soil tests, borings, percolation tests and other necessary tests for engineering and planning for development and determination of surface, sub-surface and topographic conditions ("**Geotechnical Conditions**") and for testing for existence of toxic/hazardous substances or wastes. Purchaser shall not have the right to perform any invasive environmental testing unless Seller shall have first consented in writing to any such testing proposed in writing by Purchaser, which consent Seller may withhold in its sole discretion. Purchaser shall undertake all entry onto the Premises under this paragraph entitled, "Due Diligence Inspections" in accordance with all applicable safety and insurance requirements of Seller and shall perform all activities with such care, diligence and cooperation with Seller as will avoid accident, damage or harm to persons or property and delays to or interference with operations of Seller. Purchaser will remove from the Premises all soil, fill, debris or other materials (whether solid or liquid) it displaces during Purchaser's investigation activities covered by this paragraph entitled, "Due Diligence Inspections", including any such material that is contaminated and/or potentially contaminated. Seller assumes no responsibility for any such material and shall not be a signatory on any waste manifests, bills of lading or other documentation concerning this material. Notwithstanding any other provision of this Agreement, Purchaser agrees to indemnify and hold Seller (which word, for the purposes of this paragraph entitled, "Due Diligence Inspections", shall be deemed to include any corporation controlling, controlled by or under common control with Seller, together with the officers, employees, agents and servants of any of them) harmless from and against any claims or liability for injuries to (including death of) persons or damage to or loss of property, real or personal, or expense in any manner connected with the undertakings under this paragraph entitled, "Due Diligence Inspections", and at Seller's option to defend any lawsuit brought against Seller on account of any such claims and to pay any judgment against Seller resulting from any suit, whether or not any such claim, demand or suit purports to arise from the negligence of Seller or otherwise, including without limitation any mechanic's liens or claims that may be filed or asserted against the Premises by contractors, sub-contractors or materialmen performing such work for the Purchaser, provided, however, that if, under the law applicable to enforcement of this Agreement, an agreement to indemnify against the indemnified party's own negligence is

invalid, then in that event Purchaser's obligation to indemnify Seller under this paragraph shall be reduced in proportion to the negligence of Seller, if any, that proximately contributed to such claim, demand or suit. Purchaser agrees to provide Seller with complete copies of the results of the analyses of any samples taken from the Premises, along with maps depicting locations of such samples, and any reports generated using such data, at no cost to Seller. The foregoing sentence includes copies of any waste manifests, profiles, or characterization, as applicable, of impacted soil and/or groundwater removed from the Premises during the due diligence activities under this paragraph entitled, "Due Diligence Inspections."

(b) If Purchaser's inspection as provided above reveals either any Geotechnical Conditions concerning the Premises that render it unsuitable for Purchaser's use of the Premises or the existence of toxic/hazardous substances or wastes, Purchaser shall have thirty (30) days after the Effective Date to furnish Seller with a written statement of such Geotechnical Conditions or toxic/hazardous substances or wastes. Seller shall have thirty (30) days after receipt of such notice to remedy such conditions, but shall be under no obligation so to do, and if Seller declines to or fails to remedy such conditions within the prescribed time, or if Seller declines to give Purchaser permission to perform any environmental testing as provided in the paragraph entitled, "Due Diligence Inspections", then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate this Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated, Purchaser shall be entitled to a refund of the Earnest Money, without interest, and neither party shall be liable to the other for damages on account of the termination.

(c) Seller shall provide within ten (10) days after the Effective Date all keys for all signal boxes and other facilities or equipment located on the Premises.

6. Real Estate Commissions. Purchaser and Seller each represent that no real estate commissions are due and owing to any party with respect to the transaction contemplated by this Agreement. Both parties hereby agree to indemnify and save harmless the other from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the indemnifying party.

7. Assignment. This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason, except that, in the case of an assignment to an entity of which Purchaser has a controlling interest or is the general partner, such consent shall not be unreasonably withheld. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any portion of the Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g) (4).

8. Disclaimer/Environmental Considerations.

(a) Purchaser agrees to purchase the Premises "as is, where is" and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of the Premises, including, but not limited to, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated

substances, or other contaminants in the soil, groundwater, or improvements, whether known or unknown, (referred to herein as "contamination of the Premises") and other physical characteristics. Purchaser shall perform at its own expense and rely solely upon its own independent investigation concerning the physical condition of the Premises (including, but not limited to, an environmental assessment) and compliance of the Premises with any applicable law and regulations.

(b) Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Premises, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. Purchaser acknowledges that neither Seller nor any of its agents or representatives have made, and Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.

(c) Within thirty (30) days after the Effective Date, Seller shall provide Purchaser with copies of environmental reports relating to the condition of the Premises that are in the knowledge and possession of Seller's Real Estate or Environmental Protection Departments, except that Seller will not be obligated to provide information that is subject to any privilege, including without limitation attorney-client or work product privilege. Seller provides such documentation solely for informational purposes and makes no representations or warranties relating thereto. Provision of this information does not waive or otherwise affect any release, indemnity, or warranty provisions in this Agreement.

(d) Purchaser hereby agrees that, following its purchase of the Premises, Purchaser will protect, indemnify, defend, and hold harmless Seller (which word, for the purposes of this paragraph entitled, "Disclaimer/Environmental Considerations", shall be deemed to include any corporation controlling, controlled by or under common control with Seller, together with the officers, employees, agents and servants of any of them) from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs, and court costs), judgments, and expenses (including, without limitation, attorney's and experts' fees and expenses) of every kind and nature suffered by, incurred by (whether voluntarily or by court or administrative order or direction) or asserted against Seller or Purchaser as a direct or indirect result of any condition of the Premises, including without limitation any hazardous materials, substances, or wastes, or other environmentally regulated substances located on, in or under the Premises, whether occurring or existing before or after the Effective Date.

(e) Following Purchaser's purchase of the Premises, Purchaser hereby expressly agrees to assume any and all responsibility and liability for all environmental obligations imposed under applicable environmental laws, regulations, or other requirements relating to or arising from any contamination of the Premises, whether occurring or existing before or after the Effective Date, and expressly releases Seller from such liability. Purchaser further expressly renounces

and waives any claim or cause of action it may have against Seller under any existing or future theory of law (federal, state or local, or by common law) for any cleanup, response or remedial action costs incurred (whether voluntarily or otherwise) by Purchaser that arises directly or indirectly out of any contamination of the Premises, whether occurring or existing before or after the Effective Date, including, but not limited to, costs incurred under Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act. Purchaser agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of the preceding obligation, and Purchaser further agrees that it will not raise or plead a statute of limitations defense against Seller in any action arising out of Purchaser's failure to comply with the preceding obligation.

9. Eminent Domain. If, at any time prior to the closing hereunder, any action or proceeding is filed under which the Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then either Seller or Purchaser may terminate this Agreement by delivering to the other party written notice of termination on or before the 30th day following the day on which the terminating party receives notice that such suit has been filed, in which case the Earnest Money, without interest, shall be returned to Purchaser. If neither party elects to terminate this Agreement pursuant to the preceding sentence, then Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof.

10. Signs and Advertising. Before closing, Purchaser will not place any advertising or promotional signs on the Premises or on any of Seller's other property without the written consent of Seller.

11. Commercial Requirements. In the event that Purchaser's designated common carrier ("**Designated Carrier**") begins moving freight, the Designated Carrier will be required to adhere to any and all applicable laws, regulations as well as all relevant industry agreements, including but not limited to car hire, electronic data exchange, AEI tags, car supply, and accounting standards issued by the Association of American Railroads.

12. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Seller

or Purchaser, as the case may be, at the address set forth below.

Seller:	Purchaser:
Name: Title:	Name: Title:
Norfolk Southern Railway Company 650 W Peachtree St NW,	The Virginia Port Authority Virginia International Terminals, LLC
Atlanta, GA 30308	
	101 W Main St Port of Virginia – 6th Floor, Norfolk, VA 23510

13. Rail Operations Over Premises. Purchaser, or an affiliate or designee of Purchaser, or any successor to Purchaser's interest in the Premises, shall, after Closing, have the exclusive right to conduct rail freight, passenger, excursion, or any other lawful railway operations on the Line in addition to all other lawful uses.

14. Compliance With Laws/Permit Compliance. Purchaser shall comply with all applicable Federal, State and local laws, ordinances and regulations in its use and operation of the Premises, and Purchaser shall indemnify and hold Seller harmless from and against any and all liability, claims, costs (including attorneys' fees), damages and expenses arising in any manner out of its failure to comply with such laws, ordinances, and regulations.

15. Closing Contingencies. The obligations of either Party to consummate this transaction upon the Closing Date shall be contingent upon the following occurrences (and failure to close this transaction based on the non-occurrence of such contingency not being deemed a default under this Agreement, but shall only constitute grounds of termination of this Agreement): (i) Parties shall have executed and delivered the documents and instruments applicable to Closing as otherwise set forth in this Agreement, and (ii) the STB shall have authorized Purchaser's acquisition and operation of the Premises, if required, which authorization should be final, including all appeals.

16. Interchange Agreement Conflict. Notwithstanding any other provision of this Agreement to the contrary, in the circumstance where any matter is addressed as part of any current or future interchange agreement negotiated between the Parties, such separate interchange agreement shall

control with respect to any matters addressed by such interchange agreement.

17. Miscellaneous Provisions.

(a) This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.

(b) Time is of the essence of this Agreement.

(c) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of VIRGINIA without regard to principles of conflict of laws.

(e) This Agreement shall not be effective or binding until fully executed by the parties hereto. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the parties notwithstanding the fact that all parties are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile signatures shall be deemed originals, and the parties agree to exchange original signatures as promptly as possible.

(f) Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement, including without limitation all indemnifications and releases, will survive closing.

(g) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) Seller shall retain all mineral rights pertaining to the Premises.

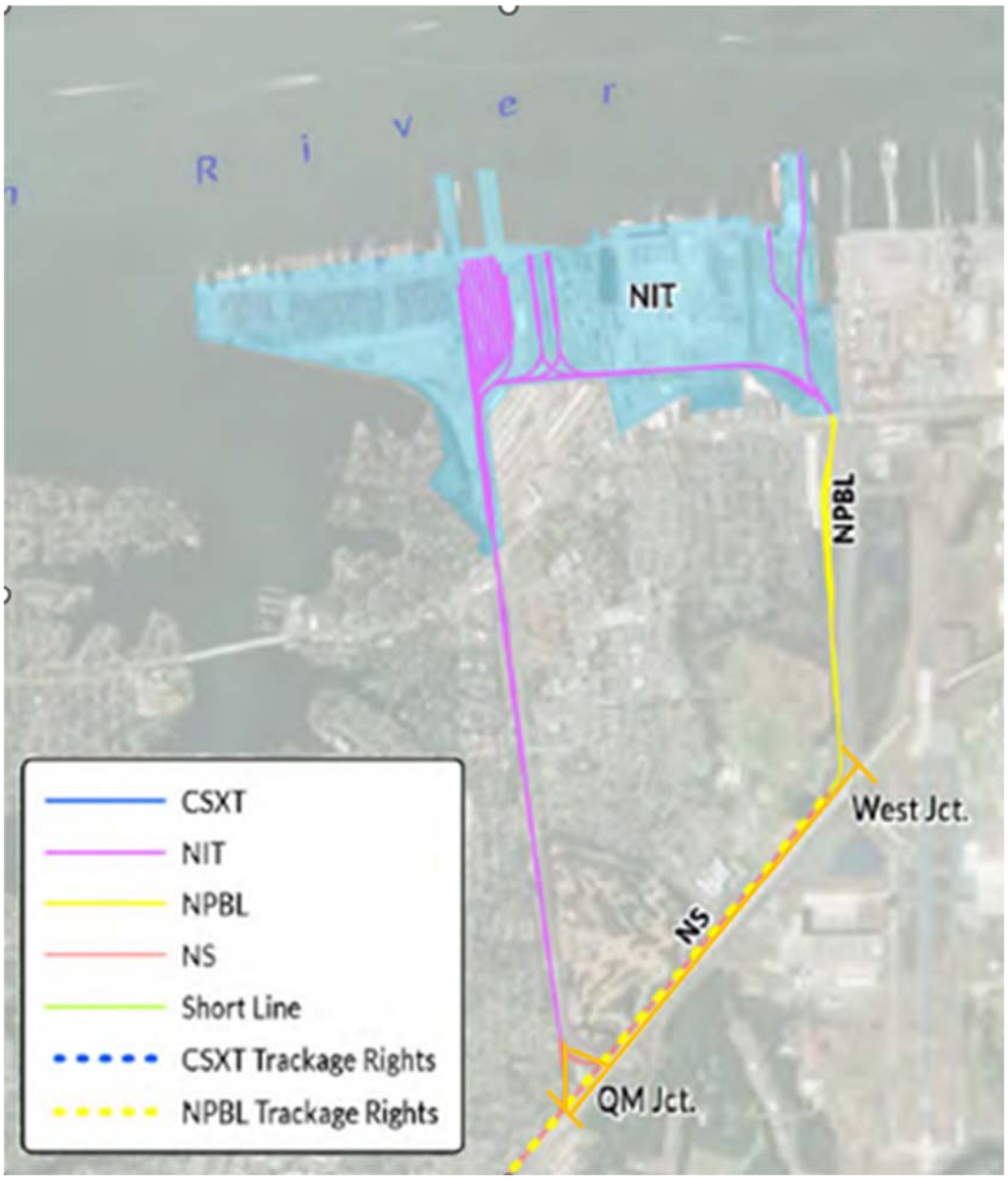
[Remainder of page intentionally blank]

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

SELLER: **NORFOLK SOUTHERN RAILWAY COMPANY**	**PURCHASER:** **THE VIRGINIA PORT AUTHORITY**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	_____
	_____
	_____

EXHIBIT A

Premises



From the point of connection with Purchaser's track at each end leaving no physical or operating gaps

EXHIBIT 2.B – Proposed Trackage Rights Agreement

FORM OF - TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT, entered into as of this ___ *day of* _____, 2027, by and between the Virginia Port Authority ("VPA"), a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "VPA"), and {_____, a {_____ corporation (hereinafter referred to as "Railroad");

WITNESSETH:

WHEREAS, VPA owns 1.3 miles of rail track and the wye and all switches at Quartermaster Junction and extending to West Junction outside Norfolk International Terminal ("NIT") (hereinafter referred to as the "Line");

WHEREAS, the parties desire by these terms to provide for the granting by VPA of trackage rights to RAILROAD;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1. GRANT OF TRACKAGE RIGHTS

(a) VPA hereby grants to RAILROAD non-exclusive overhead trackage rights to operate, with its own crews, freight trains, locomotives, cars and equipment (hereinafter referred to as the "Trackage Rights") over the lines of railroad and property owned by VPA on the date hereof on the Line (hereinafter referred to as the "Subject Trackage") for purposes of transporting overhead traffic to and from NIT, excluding the performance of local freight service on the Line.

(b) RAILROAD shall qualify its crew members as pilots and provide pilots or qualified crews on all RAILROAD trains prior to entering the Subject Trackage.

(c) RAILROAD locomotives shall have sufficient fuel for the entire movement on and along the Subject Trackage. RAILROAD will be responsible for performing any required 1,000 mile inspection of its trains.

ARTICLE 2. TERM

The term of this Agreement shall commence on the date shown above and end on December 31, 2077.

ARTICLE 3. COMPENSATION

{**Parties to agree on compensation**}.

ARTICLE 4. USE OF SUBJECT TRACKAGE

RAILROAD shall have the non-exclusive use to of the Subject Trackage.

ARTICLE 5. MAINTENANCE OF SUBJECT TRACKAGE

VPA shall maintain, repair and renew the Subject Trackage. RAILROAD shall bear all initial and future costs for any upgrades of the Subject Trackage requested by it.

ARTICLE 6. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

VPA shall be responsible for construction and maintenance of connections on the Subject Trackage and real property. RAILROAD shall bear all initial and future costs for any upgrades or new connections of the Subject Trackage requested by it, including but not limited to environmental studies, designing, engineering, and construction.

ARTICLE 7. ADDITIONS. IMPROVEMENTS AND ALTERATIONS

(a) VPA shall be responsible for and shall bear all initial and future costs for any additions, improvements or alterations of the Subject Trackage that it in its sole discretion deems necessary.
(b) RAILROAD shall be responsible for and shall bear all initial and future costs for any additions, improvements or alterations of the Subject Trackage that it requests or deems necessary.

ARTICLE 8. MANAGEMENT AND OPERATIONS

(a) RAILROAD shall comply with the provisions of the Federal Locomotive Inspection Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage. RAILROAD shall indemnify, protect, defend, and save harmless VPA and its subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon VPA and its subsidiaries and affiliates, all of their respective directors, officers, agents and employees under such laws, rules and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of RAILROAD to comply with its obligations in this regard.

(b) RAILROAD shall comply with all Federal Railroad Administration regulations.

ARTICLE 9. MILEAGE AND CAR HIRE

All mileage and car hire charges accruing on cars in RAILROAD's trains on the Subject Trackage shall be assumed by RAILROAD and reported and paid by it directly to the owner of such cars.

ARTICLE 10. ENVIRONMENTAL LIABILITY

(a) Responsibility as between the parties for "**Environmental Claims**" related to operation of freight rail shall be borne by the RAILROAD.
(b) Each party shall release the other party to the extent it is responsible for an Environmental Claim, and, to the extent of such responsibility, shall defend, indemnify, protect and save

harmless such other party from and against such Environmental Claim and costs associated therewith, including, but not limited to, environmental consultant fees, attorneys' fees and third party claims.

(c) In the event that any incident, accident, Derailment, or vehicle striking or being struck by Equipment (hereinafter "**Incident**") involving Equipment operated by a party hereto carrying Hazardous Materials shall occur on the Subject Trackage, any report required by Federal, State or local authorities shall be the responsibility of such party. Each party shall advise the other party immediately of the occurrence of an Incident involving Equipment operated by the party carrying Hazardous Materials.

(d) Unless otherwise agreed by the parties, RAILROAD shall undertake any "**Response Action**" (as defined in Article 10(e), below) in accordance with all Federal, State, or local regulatory requirements necessitated by a release of Hazardous Materials resulting from an Incident involving Equipment operated by either party on Owner's right-of-way underlying the Subject Trackage. RAIROAD shall provide data or a representative available at the scene of any Incident involving Equipment operated by it to provide information concerning the characteristics of Hazardous Materials released. All costs for Response Actions shall be borne by the RAILROAD, including repair of the Subject Trackage to the same condition.

(e) In the event any cleanup, response, removal or remediation of any environmental condition on the Subject Trackage is necessary (collectively, a "**Response Action**"), neither party shall be entitled to any damages, actual or consequential, by reason of the Response Action's interference with the other party's use of the Subject Trackage. Owner and its contractors shall have full, unrestricted and unconditional access to the Subject Trackage for the purpose of completing or engaging in a Response Action for which Owner has any responsibility or, at Owner's option, a Response Action which Owner has undertaken should RAILROAD fail to diligently pursue and complete such Response Action to the satisfaction of Owner; *provided*, however, that any Response Action (i) shall be undertaken and completed pursuant to a work plan (including a schedule) submitted to the other party for its review and, in the case of Owner, approval, and (ii) shall not unreasonably, in terms of duration or otherwise, restrict use of the Subject Trackage. Either party's completion of the other party's obligations hereunder shall not be deemed a waiver of such obligations under the Agreement. Owner shall have the right, but not the obligation, to conduct reasonable inspections of any Response Action of RAILROAD and RAILROAD shall provide Owner all information requested by Owner regarding any Response Action of RAILROAD or any Environmental Claims for which RAILROAD is responsible.

(f) The term "**Environmental Claim**" means the direct costs of any cleanup, Response Action, removal, remediation, natural resource damage, closure and/or post-closure required by any environmental condition affecting the air, soil, surface waters, ground waters, streams, sediments and similar environmental conditions caused by, resulting from, arising out of, or occurring in connection with this Agreement.

(g) The liability and indemnity provisions of this Article 10 shall continue in full force and effect regardless of whether this Agreement is terminated pursuant to any other provision, or the Subject Trackage is abandoned and vacated by RAILROAD.

(h) The total cost of clearing a Derailment or other Incident, cleaning up any Hazardous Materials released during such Derailment or Incident, and repairing the Subject Trackage or any other property damaged thereby shall be borne by the RAILROAD liable.

ARTICLE 11. LIABILITY

The responsibility and liability as between the parties for: (i) any personal injury or death of any person (including employees of the parties and third parties), (ii) any real or personal property damage (including property of the parties and any third person), (iii) any damage or destruction to the environment (including land, air, water, wildlife and vegetation), and (iv) all cleanup and remedial expenses, court costs, litigation expenses and attorney's fees resulting from the use of the Subject Trackage by the parties to this Agreement or by third party users, all of which are collectively referred to as a "**Loss**", will be divided as follows:

(a) If a Loss results from the use of the Subject Trackage solely by the Equipment of only one of the parties to this Agreement without the involvement of any Equipment of the other party, then the party whose Equipment is involved shall be solely responsible for the Loss, even if caused partially or completely by the other party.

(b) If a Loss results from the use of the Subject Trackage by both Owner and RAILROAD and involves the Equipment of both parties, then: (i) each of Owner and RAILROAD shall be solely responsible for any Loss to its own employees and Equipment in its own account (including lading) and (ii) Owner and RAILROAD shall each be responsible for one-half of any Loss to the Subject Trackage and Loss sustained by third parties, regardless of the proportional responsibility between or among them as to the cause of the Loss.

(c) If a Loss results from the use of the Subject Trackage by both RAILROAD and a third party user of the Subject Trackage that is not a party to this Agreement, and involves the Equipment of both RAILROAD and such third party user, then the responsibility of RAILROAD and such third party user for the Loss shall be allocated in the manner specified in subsection (b), with the third party user being considered as Owner for the purpose of allocating such Loss. Owner shall be responsible for, and shall indemnify, defend, and hold harmless RAILROAD from and against, all Loss allocated to a third party user in accordance with subsection 5(b).

(d) Notwithstanding any provision of this Article 11 to the contrary, each Party shall assume and bear all responsibility for any Loss or Damage is that is directly or proximately caused by acts or omissions of any of its employees while under the influence of drugs or alcohol.

(e) Whenever any liability, cost, or expense is assumed by or allocated to any party to this Agreement pursuant to this Article 11, that party shall forever protect, defend, indemnify, and save harmless the other party to this Agreement and its subsidiaries and affiliates, and all of its and their respective directors, officers, agents, and employees from and against that liability, cost, and expense assumed by that party or apportioned to it, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of the indemnitee or its directors, officers, agents or employees. Notwithstanding any provision to the contrary herein, no obligations of indemnity of either party shall apply with respect to punitive or exemplary damages to the extent arising from the conduct of the party to be otherwise indemnified hereunder.

(f) In every case of death or injury suffered by an employee of any party to this Agreement, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and either of said parties under the provisions of this Agreement is required to pay said

compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(g) For purposes of determining liability, pilots furnished by Owner to RAILROAD pursuant to this Agreement shall be considered as the employees of RAILROAD while such employees are on board or getting on or off trains of RAILROAD .

(h) If any suit or action shall be brought against any party for damages which under the provisions of the Agreement are in whole or in part the responsibility of the other party, said other party shall be notified in writing by the party sued, and the party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay its allocated share of the judgment and cost, expense and attorneys' fees incurred in such suit as determined pursuant to this Article 11.

(i) In the event of a Loss involving lading, the parties to this Agreement shall be bound by the Freight Claim Rules, Principles, and Practices of the Association of American Railroads (AAR) as to the handling of any claims for the loss or damage to lading, except to the extent expressly provided otherwise herein.

Notwithstanding any provision to the contrary herein, the obligation of a party to indemnify the other party pursuant to this Article 11 shall not include any obligation to indemnify such other party for punitive or exemplary damages to the extent arising from conduct of such indemnified party.

ARTICLE 12. REGULATORY APPROVAL

This Agreement is subject to approval or exemption from approval by the Surface Transportation Board ("STB") or any successor agency of the undertakings of RAILROAD herein, as may be required or appropriate under 49 U.S.C. Section 11323, or any successor federal legislation and such approval or exemption action becoming final.

ARTICLE 13. DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia.

ARTICLE 14. SUCCESSORS AND ASSIGNS

Neither party hereto shall transfer or assign this Agreement, or any of its rights, interests or obligations hereunder, to any person, firm, or corporation which is not affiliated with such party without obtaining the prior written consent of the other party to this Agreement; provided, however, that neither party shall be required to obtain the prior approval of the other party in connection with any assignment effected by, resulting from or associated with a merger, consolidation, or corporate reorganization where substantially all of the assets and liabilities of such party are involved.

ARTICLE 15. NOTICE

Any notice required or permitted to be given by one party to the other under this Agreement shall be deemed given on the date sent by certified mail or by such other means as the parties may agree, and shall be addressed as follows:

If to RAILROAD:
{INSERT

If to VPA:
{INSERT

Either party may provide changes in the above addresses to the other party by personal service or U. S. mail.

ARTICLE 16. GENERAL PROVISIONS

(a) Except to the extent controlled by federal laws and regulations, this Agreement shall in all respects be governed by the laws of the Commonwealth of Virginia.

(b) There have been no representations made by or on behalf of the VPA or RAILROAD or understandings made between or among the parties hereto other than those set forth in this Agreement. This Agreement may not be modified except by a written instrument signed by the parties hereto.

(c) All obligations of the parties hereunder not fully performed as of the expiration or earlier termination of the term of this Agreement and any renewal shall survive such expiration or earlier termination of the term hereof and any renewal.

(d) If any clause, phrase, provision or portion of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other parties or circumstances.

(e) The section headings herein are for convenience of reference and shall in no way define, increase, limit, or describe the scope or intent of any provision of this Agreement.

(f) Neither party shall be liable to the other in damages nor shall this Agreement be terminated nor a default be deemed to have occurred because of any failure to perform hereunder caused by a "Force Majeure." Each party will be excused from performance of any of its obligations hereunder, except obligations involving the payment hereunder of money to the other party or to a third party, where such non-performance is occasioned by Force Majeure. Force Majeure shall mean fire not resulting from RAILROAD operations, earthquake, flood, explosion, wreck not involving RAILROAD operations, strike, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, inability to obtain labor, materials or supplies, any governmental regulation, restriction or prohibition, or any other similar cause beyond the party's reasonable control.

ARTICLE 17. INDEMNITY COVERAGE

As part of the consideration hereof, each party hereby agrees that each and all of its indemnity commitments in this Agreement in favor of the other party shall also extend to and indemnify the parent corporation, its subsidiaries and affiliates of such other party, and all of their respective directors, officers, agents and employees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first above written.

WITNESS	VIRGINIA PORT AUTHORITY
_____	By _____ Title_____
WITNESS	**{Railroad**
_____	By _____ Title_____

EXHIBIT 3 - Court Order

Not Applicable

EXHIBIT 4 – Environmental Data

THE PORT OF VIRGINIA®

VIRGINIA PORT AUTHORITY
600 World Trade Center, Norfolk, VA 23510
(757)683-8000

October 13, 2026

Ms. Elizabeth Webster
Surface Transportation Board
Office of Environmental Analysis
395 E Street SW
Washington, DC 20423

Re: Finance Docket No. 36873, *Union Pac. Corp. and Union Pac. R.R. Co. --- Control – Norfolk S. Corp. and Norfolk S. Ry. Co.*

Ms. Webster:

I write on behalf of the Virginia Port Authority and its terminal operating subsidiary, Virginia International Terminals LLC, regarding their anticipated responsive application seeking the divestiture of a Norfolk Southern Railway Company line segment adjacent to the Norfolk International Terminals. The anticipated traffic from the divestiture of the Line to the Port is expected to generate one additional train per day, but fewer than three trains per day and less than 100% increase in rail volume or gross ton-miles.

If you have any questions, please feel free to contact me.

Respectfully submitted,

B. Jason Barlow
Chief Administrative Officer

EXHIBIT 8 – Change of Control; Officers

Exhibit 8: Control, Officers, and Board of Commissioners

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant to Decision No. 46 in this proceeding the Board found that this information is not necessary and did not indicate that its application was otherwise in applicable to other parties.

EXHIBIT 10 – Other Issues

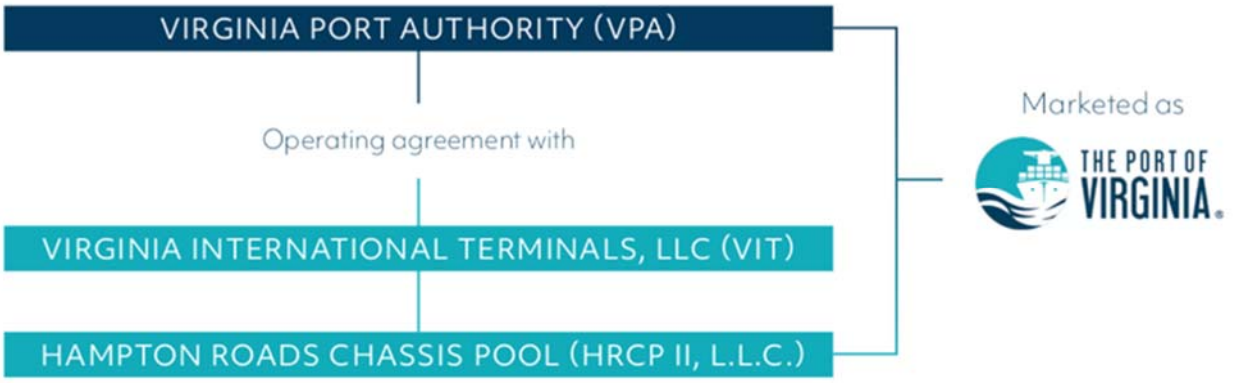
Not Applicable

EXHIBIT 11- Corporate Chart

EXHIBIT 11- Corporate Chart

49 C.F.R. 1180.4(f)(4) provides that "[a] waiver or clarification granted to any applicant in a proceeding shall apply to any other party to the proceeding unless otherwise indicated." Pursuant to Decision No. 46 in this proceeding the Board found that this information is not necessary and did not indicate that its application was otherwise in applicable to other parties.

Without waiving its right to rely on this waiver, POV provides the following information to assist the Board.



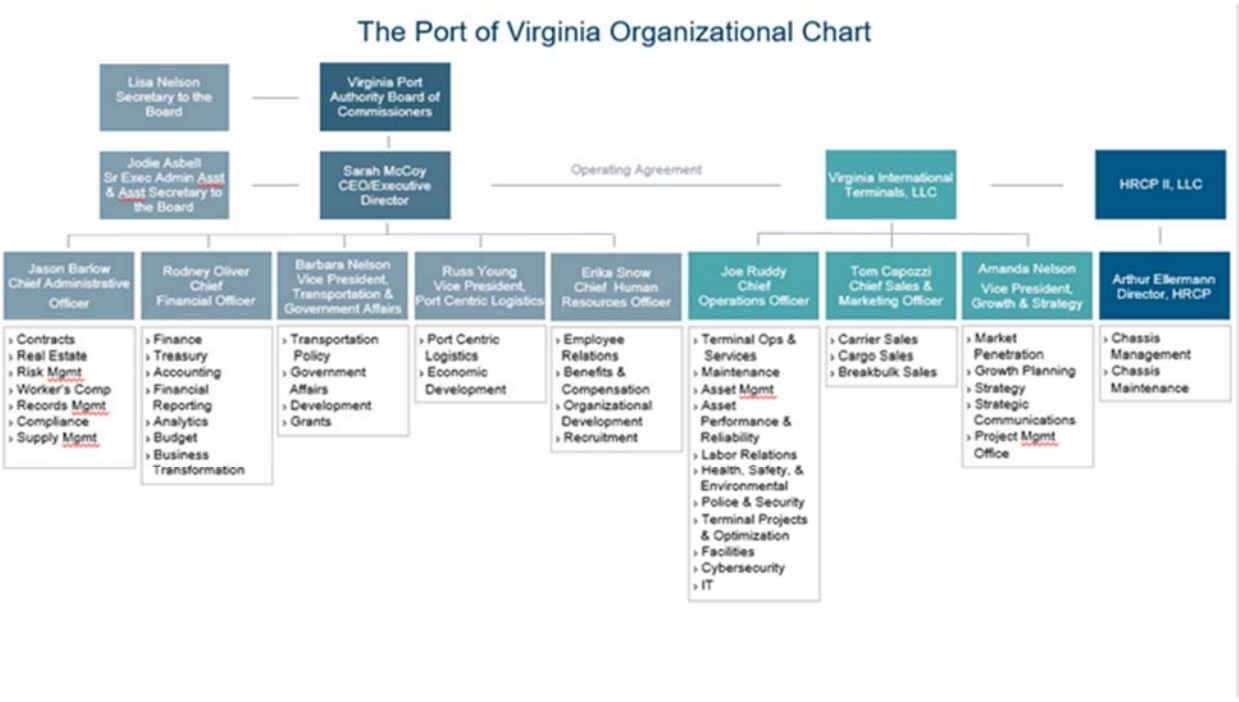


EXHIBIT 12.A – Market Analyses

Exhibit 12.A- Market Analysis

1. The efficiency created by harmonizing the traffic flows through POV's ownership of the Line – and as a result ownership of the entire loop around NIT – will promote traffic growth at NIT. *See* Exhibit 13.A and 13.B.

2. POV has estimated that near term growth could be as much as one train per day by extending train capacity to about 40,000 feet. *See* Verified Statement of Jay Windsor, submitted as Exhibit 13.A at ¶46 (hereinafter "Windsor VS"). Mr. Windsor calculates a potential 28% increase in rail traffic from the Port. *Id.*

3. Terminal capacity is not NIT's limiting factor.

4. Neutral, POV control of the Line will increase the transportation choices of all of POV's customers. It will make the operations in the NIT terminal the same for all carriers, forcing UP/NS to compete on price and service to the benefit of customers.

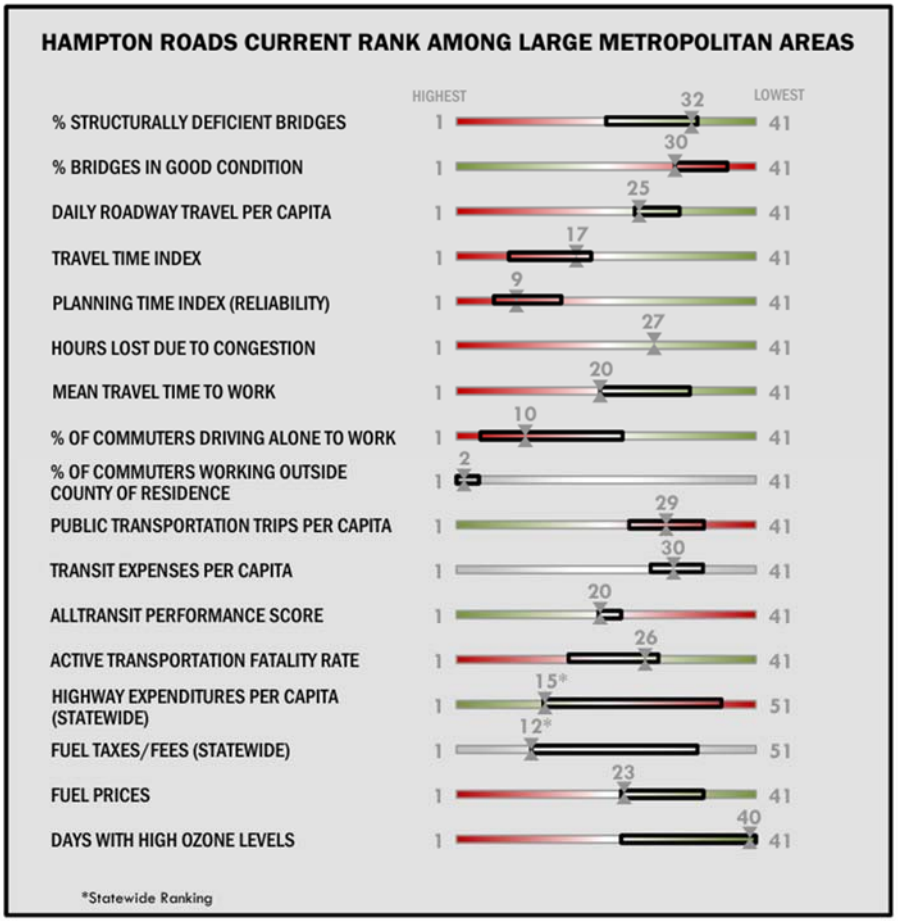
5. Much of this growth in rail traffic that would result from divestiture of the Line to POV would result from converting traffic that is currently drayed on the local roads to a point to be loaded on CSX trains rather than being loaded directly on to rail at NIT.

6. Enhancing competition through divestiture will similarly ensure the POV is a competitive option through multiple carriers to counterbalance any effort by UP/NS to shift traffic to the West as outlined in the Amended Application and discussed in POV's Comments, which are incorporated by reference. 49 C.F.R. § 1180.4.

7. POV's customers and international intermodal shippers would benefit from ensuring that POV can compete against the West Coast ports preferred in the Amended Application. More customers could benefit from using POV, which has the a low dwell time and efficient in-land routes. Enhanced rail competition will be additive to these benefits. *See* Windsor VS at ¶¶29-30 and ¶¶32-43.

8. POV has additional infrastructure opportunities that could be unlocked on the rail loop like expansion of marshalling yards and double tracking. *See* Windsor VS at ¶¶45-48.

9. Moreover, divesting the Line to POV and having freight convert from dray to direct rail will improve local traffic by taking trucks that are used to dray CSX traffic today off local roads. Removing those trucks from the roads will also have environmental benefits and will help improve the regions score on hours lost due to congestion, wear and tear on bridges and other scores. *See* Windsor VS at ¶ 49. Current scores are shown below. Source: HRTPO at 63.



10. As noted in the Windsor VS, POV has a proven track record of investment in infrastructure to the benefit of its customers and the economy.

EXHIBIT 12.B – John Reinhart Letter

THE PORT OF VIRGINIA

John F. Reinhart
CEO/Executive Director

Virginia Port Authority
600 World Trade Center
Norfolk, VA 23510

April 13, 2018

Cannon Moss
President & General Manager
Norfolk and Portsmouth Belt Line Railroad
1340 Truxton Street
Chesapeake, VA 23324

Dear Mr. Moss:

I am writing to request your consideration of efforts to facilitate dual access for handling containers at NIT. As you know, in 2015 the General Assembly requested a rail enhancement study and that study indicated one of the best ways to enhance the Port's competitiveness is to ensure dual access by both Class I railroads that serve the Port of Virginia at all of our terminals. Since that time, the shipping lines have consolidated into 3 major alliances and are rapidly deploying ultra large container vessels (ULCVs) resulting in larger container movements on and off each vessel. During that same time, the Port has also embarked on the largest construction program in its history to more efficiently handle these ultra large container vessels (ULCVs) resulting in the need for more flexibility in shifting services among our terminals.

The industry's rapid shift to these vessels has challenged the logistics networks nationwide. Virginia is in a strong competitive position due to years of collaboration and building of logistics infrastructure to prepare for the current state of the industry. Our deep water channels, improving marine terminals, and superb rail infrastructure are second to none on the U.S. east coast. However, the lack of proper access to NIT by CSX puts Virginia at a competitive disadvantage.

Virginia would greatly benefit from improved flexibility to handle Norfolk Southern and CSX rail boxes at both NIT and VIG. Specifically, we are respectfully requesting a competitive reciprocal switching rate for CSX containers arriving and departing NIT to increase the Port's flexibility and efficiency so that we can collectively provide the best service to our customers. We are appealing to NPBL's long standing partnership to help find a mutually satisfactory solution.

Our mutual success to help address this challenge will help the Region's economy continue to grow by attracting more maritime commerce to Virginia and more efficiently handle growing volumes on the rail network. The alternative may lead to the businesses seeking alternative Ports and states.

I appreciate your continued support of the Port and look forward to hearing back from you regarding possible solutions to resolve these challenges swiftly.

Warm regards,

John F. Reinhart
CEO & Executive Director

CC: James A. Squires, Chairman, President, & CEO, Norfolk Southern
James M. Foote, President & CEO, CSX
The Honorable Shannon Valentine, Secretary of Transportation, Commonwealth of Virginia

EXHIBIT 13 – Operating Plan

EXHIBIIT 13.A – Verified Statement of Jay Windsor

EXHIBIT 13.A

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36873 (Sub-No.32)

NORFOLK S. CORP. & NORFOLK S. RY. CO. – ACQUISITION AND CONTROL – NORFOLK PORTSMOUTH BELT LINE R.R. CO.

VERIFIED STATEMENT OF JAY WINDSOR

1. My name is Jay Windsor, and I am the Director, Intermodal Operations NIT for Virginia International Terminals, LLC ("VIT"). In that role, I am responsible for intermodal operations and rail planning and capacity analysis at Norfolk International Terminals ("NIT").

2. I submit this verified statement in support of the Virginia Port Authority ("VPA") and VIT's Comments in Finance Docket No. 36873 and in support of VPA and VIT's responsive application in Finance Docket No. 36873 (Sub No. 32) seeking divestiture of a rail line owned by Norfolk Southern Railway Company ("NS") that is approximately 1.3 miles in length, extending from West Junction to Quartermaster Junction inclusive of the wye at Quartermaster Junction, all switches, and underlying real estate ("the Line"). For clarity, the Line extends from the point of connection with VPA owned track at both ends.

VPA/VIT/NIT Overview

3. The Commonwealth of Virginia established the VPA in 1952 to foster maritime commerce and economic development within Virginia by coordinating and promoting the port activities of three Virginia city-owned marine terminals, namely, Newport News, Portsmouth, and Norfolk marine terminals. In the 1970's, those city-owned marine terminals, including what is now NIT, were consolidated under VPA to further bolster their economic development potential, and in the 1980's, terminal operations were consolidated through the formation of VIT. VIT is a single-member limited liability company wholly owned by the VPA.

4. Together, VPA and VIT do business as The Port of Virginia ("POV"). The POV consists of four deep-water marine terminals, namely NIT, Portsmouth Marine Terminal ("PMT"), Virginia International Gateway ("VIG"), and Newport News Marine Terminal ("NNMT"). POV also has two inland terminals: Richmond Marine Terminal ("RMT") and Virginia Inland Port ("VIP"). NIT and VIG are the POV's primary container terminals.

5. The southern portion of NIT was modernized in 2020 through significant terminal infrastructure improvements including the conversion to rail-mounted gantry cranes. Upon completion, the project increased terminal capacity by about 700,000 TEUs annually within the facility's existing footprint. Work is currently underway on a similar $650 million project for North NIT, which is expected to be complete in summer 2027. Once complete, this will further expand the total capacity of NIT to 3.6 million TEUs. In addition, in 2024, expansion of NIT's Central Rail Yard added new rail capacity that allows for handling up to nearly 2 million TEUs by rail annually.

6. To better accommodate the larger ships that have arrived in recent years, POV recently completed a dredging project making its channels the deepest and widest on the U.S. East Coast. This project, completed in March of 2026, deepened Virginia's channel from 50 feet to 55 feet, and widened it to allow for two-way traffic of ultra-large container vessels. In addition, 8 new, all electric Suez class ship to shore cranes were delivered to NIT between fall 2025 and spring 2026 to accommodate larger vessels calling the terminal.

7. Prior to 1898, eight railroads served the industries in the area, including a myriad of marine terminals. In 1898, these railroads formed the Norfolk and Portsmouth Belt Line Railroad ("NPBL") with shares held by each of the interested railroads to improve the level of service for all the rail customers in the terminal area. Since that time, multiple mergers occurred that resulted in NPBL having only two owners—NS and CSX Transportation ("CSX"), with NS having a controlling share. NPBL serves two VPA owned facilities – NIT and PMT. These facilities are not interchangeable – NIT serves intermodal customers, while PMT currently serves offshore wind projects.

8. NS directly serves NIT.

9. CSX can move traffic to NIT, but only by interchanging cars to NPBL. NPBL's operations to NIT are more limited than NS's. NS controls the switch and wye at Quartermaster Junction, over which its loaded trains are delivered to NIT on the south end, but does not permit NPBL to use the wye, which forces NPBL to deliver CSX traffic to the north in a movement that conflicts with the direction of NS deliveries.

NS's Restrictions on Use of the Line (and the Wye at Quartermaster Junction) Create Conflicting Traffic Flows Rather Than Harmonized Traffic Flows

10. POV is agnostic as to whether the trains carrying cargo to and from NIT are from NS, NPBL/CSX, or any other carrier.

11. Today, the operations at NIT are different for NS and for NPBL carrying CSX freight because of NS control over the Line and the wye at Quartermaster Junction. NPBL carrying CSX freight can only access NIT via the NIT's north gate after moving through West Junction; it moves both inbound and outbound trains to and from the marshalling yard through the north gate. Comparatively, NS pulls its inbound trains through Quartermaster Junction toward West Junction. It then pushes the train back south and through the wye at Quartermaster Junction and into NIT via the south gate. It then decouples its locomotives and runs the locomotives to West Junction to pick up an outbound train. As a result of the two different operating requirements imposed by NS through its control of the wye at Quartermaster Junction, the operations are in direct conflict with one another and therefore are inefficient. Providing equal access to all railroads and permitting POV to control the flow of all traffic in so that it operates the same would increase rail throughput capacity.

12. POV has long sought balanced access to NIT. Then CEO, John Reinhart, documented that desire back in 2018. Exhibit 12.B.

13. Prior to September 2025, NS operated three inbound trains per day, each ranging from 8,000 to 10,000 feet. The scheduled windows for the trains are 12:00, 20:00, and 04:00. Each drop takes about one hour. Under normal conditions, NS departs with its outbound train from the marshalling yard three hours after the start of the drop. For outbound trains, NS's departure times were 15:00, 23:00, and 07:00. NS drops its inbound trains on the Terminal Boulevard inbound track, and NS stages its outbound trains in the marshalling yard and back gate tracks.

14. Since September of 2025, NIT has only handled two NS trains per day of 8,000 to 10,000 feet, leaving room for at least one more train. NS's schedule windows are 12:00 and 19:00, and each drop takes approximately one hour. Under normal conditions, NS departs with its outbound train from the marshalling yard three hours after it starts the process of dropping an inbound train. NPBL, carrying CSX traffic, drops its inbound train at 07:00, and pulls outbound around 13:00-14:00.

15. More detail is in the Operating Plan submitted as Exhibit 13.B ("Operating Plan").

16. In July of 2026, CSX began a pilot program to try to serve NIT on dock. That pilot program has revealed operating limitations that demonstrate an inequity in competition between the carriers. CSX has documented these limitations in filings to the Surface Transportation Board. *See* CSX Status Report, *CSX Transp., Inc. v. Norfolk Southern Corp. and Norfolk Southern Ry. Co.*, STB Docket No. NOR 42183 at 3 (STB filed Oct. 5, 2026).

17. If the Line were divested to the VPA, all carriers would be permitted to use Quartermaster Junction for inbound trains, which would allow any carrier's traffic to be harmonized by integrating all trains into the current drop/pull model that NS uses for its trains. Without divestiture, other carrier traffic, including CSX freight carried by NPBL, must be handled through a conflicting movement and must be built or dropped at the marshalling yard, which limits train size to about 6,000 feet.

18. Additionally, if operations were harmonized by VPA owning and providing equal access to the Line and the wye at Quartermaster Junction, VPA would be able to make capital investments on the north end of NIT to facilitate growth and enhanced rail-to-rail competition and efficient train operations. Specifically, VPA could construct additional marshalling tracks and double track from the marshalling yards through West Junction and towards Quartermaster Junction for additional capacity and enhanced efficiency as discussed later in the section entitled "Future Investment."

19. VIT understands that it takes as much as 30 days longer for intermodal cargo from Asia to reach the US East Coast than it does to reach the US West Coast ports because of the ocean transit through the Panama Canal. POV's rail ready dwell, or the time it takes for an intermodal container to be unloaded from a vessel and ready for loading onto a train, is as fast as 24-hours. That same process can take several days for intermodal containers discharged at US West Coast ports.

Shipping Data Shows the Effect of Imbalanced Competition

20. The following tables provide accurate data about rail volumes at POV facilities.

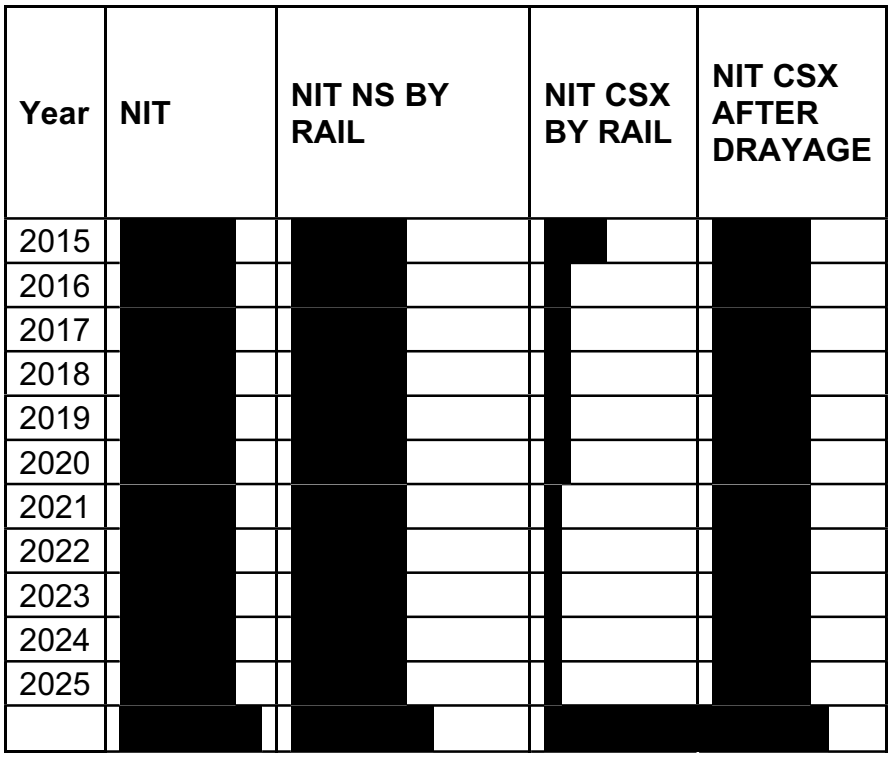
21. Figure 1 shows historic rail volumes at NIT, VIG, and PMT.

Figure 1 – Historic Rail Volumes at NIT, VIG & PMT

Year	Total Rail	NIT	VIG	PMT
2015	[redacted]	[redacted]	[redacted]	[redacted]
2016	[redacted]	[redacted]	[redacted]	[redacted]
2017	[redacted]	[redacted]	[redacted]	[redacted]
2018	[redacted]	[redacted]	[redacted]	[redacted]
2019	[redacted]	[redacted]	[redacted]	[redacted]
2020	[redacted]	[redacted]	[redacted]	[redacted]
2021	[redacted]	[redacted]	[redacted]	[redacted]
2022	[redacted]	[redacted]	[redacted]	[redacted]
2023	[redacted]	[redacted]	[redacted]	[redacted]
2024	[redacted]	[redacted]	[redacted]	[redacted]
2025	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]

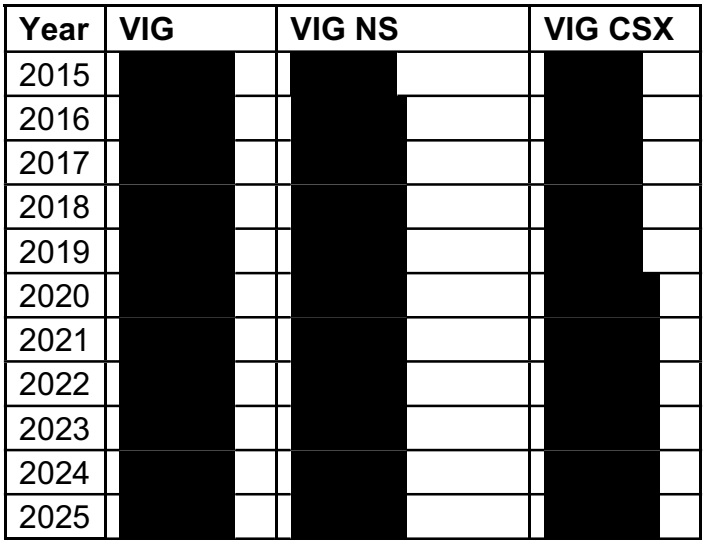
22. Figure 2 shows rail volumes by carrier at NIT between 2015 and 2025.

Figure 2 – Rail Volume by Carrier at NIT 2015 to 2025.



23. Figure 3 shows that historic rail volumes at VIG are more equally split between NS and CSX because of equal access and greater competition at that facility.

Figure 3 – Rail Shipments at VIG 2015 to 2025.



[redacted]

24. The following chart for the period from 2021 to 2025 shows the split between rail volume and truck volume at POV in the stack bar charts. It also shows NS's market share.



VIT Partially Subsidizes a Drayage Program for CSX for Operational Flexibility and to allow Customer Choice Between CSX and NS

25. VIT pays half of the drayage cost, [redacted] per container, for the drayage program to provide operational flexibility and allow customer choice at NIT. Indeed, in 2025, that drayage subsidy applied to [redacted] in drayage subsidies.

Applicants' Data Shows a Substantial Bias Towards West Coast Ports

26. Applicants provide a public, electronic workpaper with many tabs entitled "UPNS_AmApp_ElectronicAppendices_PUB." One of those tabs, Tab K, provided new blocks for growth trains.

27. Sorting the data only for new blocks with ICTF and LATC as an origin or destination for the block results in the following table:

Electronic Appendix K - Growth Plan Blocking Changes
(Source: Workpaper "T1_T2_T3_Block_Comparison.xlsx," Tab "New Blocks")

Optimized & Growth New Blocks - Cars per Day

Block Origin	Block Destination	Optimized Plan (T2) Cars per Day	Growth Plan (T3 Cars per Day
10646_NS/RICKENBACKER INTER OH_NS	JP017_UP/ICTF CA_UP	7	7
JP017_UP/ICTF CA_UP	10646_NS/RICKENBACKER INTER OH_NS	6	6
HP113_NS/HARRISBURG PA_NS	CO470_UP/LATC CA_UP	5	0
JP017_UP/ICTF CA_UP	135H_NS/AUSTELL INTERMODAL GA_NS	4	4
CO470_UP/LATC CA_UP	HP113_NS/HARRISBURG PA_NS	4	0
JP017_UP/ICTF CA_UP	MH5_NS/LIVERNOIS MI_NS	4	0
JP017_UP/ICTF CA_UP	RD110_NS/MAPLE HEIGHTS OH_NS	4	8
MH5_NS/LIVERNOIS MI_NS	JP017_UP/ICTF CA_UP	4	4
RD110_NS/MAPLE HEIGHTS OH_NS	JP017_UP/ICTF CA_UP	3	14
MV6_NS/MORRISVILLE TV PA_NS	CO470_UP/LATC CA_UP	3	0
A0_NS/CINCINNATI OH_NS	JP017_UP/ICTF CA_UP	3	2
JP017_UP/ICTF CA_UP	282W_NS/APPLIANCE PARK KY_NS	3	1
JP017_UP/ICTF CA_UP	A0_NS/CINCINNATI OH_NS	3	0
ND2_NS/CROXTON NJ_NS	CO470_UP/LATC CA_UP	3	0
CO470_UP/LATC CA_UP	ND2_NS/CROXTON NJ_NS	3	0
135H_NS/AUSTELL INTERMODAL GA_NS	JP017_UP/ICTF CA_UP	2	1
A67_NS/GEORGETOWN KY_NS	JP017_UP/ICTF CA_UP	2	2
CO470_UP/LATC CA_UP	MV6_NS/MORRISVILLE TV PA_NS	1	0
72681_NS/BETHINTERMODAL PA_NS	CO470_UP/LATC CA_UP	1	0
282W_NS/APPLIANCE PARK KY_NS	JP017_UP/ICTF CA_UP	1	1
JP017_UP/ICTF CA_UP	A67_NS/GEORGETOWN KY_NS	1	1
CO470_UP/LATC CA_UP	10001_NS/NORFOLK VA_NS	0	4
10001_NS/NORFOLK VA_NS	CO470_UP/LATC CA_UP	0	5
CO470_UP/LATC CA_UP	282W_NS/APPLIANCE PARK KY_NS	0	5
CO470_UP/LATC CA_UP	09720_NS/VOLTZ MO_NS	0	7
CO470_UP/LATC CA_UP	CJ247_NS/SHARONVILLE OH_NS	0	10
282W_NS/APPLIANCE PARK KY_NS	CO470_UP/LATC CA_UP	0	12
CO470_UP/LATC CA_UP	10646_NS/RICKENBACKER INTER OH_NS	0	12
CJ247_NS/SHARONVILLE OH_NS	CO470_UP/LATC CA_UP	0	15
10646_NS/RICKENBACKER INTER OH_NS	CO470_UP/LATC CA_UP	0	15
MH5_NS/LIVERNOIS MI_NS	CO470_UP/LATC CA_UP	0	17
CO470_UP/LATC CA_UP	MH5_NS/LIVERNOIS MI_NS	0	18

28. POV believes that this table shows a substantial focus on moving freight from the Eastern United States to West Coast ports and from West Coast ports to the Eastern United States, including from markets served by the POV such as Ohio, Michigan, or Kentucky.

29. POV serves a diverse array of overseas trade lanes. Asia is the largest source of volume at the port, predominately North Asia but also Southeast and South Asia. It is also a major port of call on U.S.-Europe services, with North Europe accounting for a slightly higher share of the port's volume than at other East Coast ports. Asia is the fastest growing trade lane, with imports from the Far East nearly doubling over the last decade. The port has grown volume organically from regional market demand and due to a broader shift in Asian volume from West Coast to East Coast ports.

30. East Coast ports have increasingly served regional demand for Asian goods that historically moved through West Coast ports. East Coast ports have increased share of loaded U.S.-Asia container trade from 34% in 2015 to a high of 38% in 2023. Volume growth on the East Coast has resulted from organic regional growth and infrastructure investments that enabled larger Asian services to call East Coast ports.

Maps In POV's Filing Are True and Correct

31. I have reviewed the maps of NIT and the general area in the POV in Exhibits 1.A and 1.B and they are true and correct.

Divestiture Will Allow Harmonized Traffic Flows for All Carriers, Which Enhances Competition and Efficiency for Customers

32. I have reviewed and sponsor the operating plan which is submitted as Exhibit 13.B to the POV Responsive Application ("Operating Plan"). The Operating Plan will ensure that the Line is used most efficiently, whereas it is not used efficiently today under NS's control.

33. Importantly, the basic premise of the Operating Plan is to increase capacity by having all rail traffic flow in, through, and out of NIT in the same direction. As described in the Operating Plan, today NS enters NIT at the south, but restricts NPBL from moving CSX traffic in the same manner. As a result, NS train movements and CSX train movements are opposing rather than moving in the same flow.

34. NS moves trains through and past Quartermaster Junction on the Line that POV seeks to have divested here, which is inclusive of Quartermaster Junction, the wye, and all switches. It then pushes back the train back through the wye at Quartermaster Junction and into NIT on the south end on the Terminal. It then uncouples the locomotives, runs them through Quartermaster Junction to West Junction and then to the marshalling yards at the north end of NIT or at the back gate (on the West side of NIT). There it pulls an outbound train from the marshalling yard. As a result of this operation, NS leaves the inbound train on the track to the south of NIT, which means NIT can build the outbound train using the marshalling tracks to the north. In other words, the inbound and outbound trains do not occupy space needed for the other.

35. Contrastingly, because NS owns and controls the wye at Quartermaster Junction, it does not permit NPBL to access NIT on the south end. NPBL trains arrive through West Junction (a conflicting movement to NS train) and arrive at the marshalling yard on the north end of NIT. As a result of this operation, inbound and outbound trains consume capacity in the marshalling tracks because for at least some time, both trains are there. NPBL/CSX train sizes are therefore restricted because of the capacity of the marshalling tracks, which is a constraint NS's operations do not face.

36. Harmonizing the traffic flows will have substantial benefits for competition. It will place NS and CSX on equal footing within the terminal forcing them to compete on rates and service. It will also enhance capacity to benefit customers by eliminating opposing train movements and freeing up capacity in the marshalling tracks.

37. NS has historically managed the dispatching for movements between POV's operation at NIT and NS/NPBL yards. NS/NBPL coordinates with VIT management to obtain access to NIT's tracks. POV expects that NS will continue to dispatch traffic to the entry to NIT, but the handoff point will change to the entry to and exit from the loop.

Divestiture of the Line Will Promote Growth of Traffic at NIT

38. The efficiency created by harmonizing the traffic flows through POV's ownership of the Line – and as a result ownership of the entire loop around NIT – will promote traffic growth at NIT.

39. POV has estimated that near term growth could be as much as one train per day.

40. Neutral, POV control of the Line will increase the transportation choices of POV's customers. It will make the operations in the NIT terminal the same for all carriers, requiring each of them to compete on price and service to the benefit of all customers.

41. Enhancing competition through divestiture will similarly ensure the POV is a competitive option through multiple carriers to counterbalance any effort by a combined UP/NS to shift traffic to the West as outlined in the Amended Application and discussed in POV's Comments.

42. In the near term, much of the growth in rail traffic resulting from the divestiture of the Line to POV would come from converting existing cargo movements to a more efficient rail loading/unloading at NIT instead of the current practice of being drayed over local roads to an alternate location where they can be loaded onto CSX trains. Over the longer term, growth would be driven by new cargo volumes that NIT would be positioned to accommodate through the additional capacity investments in conjunction with the operational efficiencies gained by the divestiture.

43. We have estimated that divestiture and control of the loop to have efficient operations among all carriers will result in the opportunity to increase rail traffic by 28%.

<u>Current Peak-Week Operations</u>

- Two NS deliveries/pulls of 10,000 feet each per day (20,000 total feet), operating seven days per week.
- One NPBL delivery/pull of up to 5,000 feet per day, operating three to five days per week.

On peak days, we handle approximately 25,000 feet of inbound traffic and 25,000 feet of outbound traffic. Based on an average of 30 containers per 1,000 feet of train length:

- Export volume:
  25,000 feet × 30 containers per 1,000 feet = 750 export rail lifts per day.
- Import volume:
  Applying the historical two-year rail mix of 50.4% export / 49.6% import, import volume equates to approximately 745.5 import rail lifts per day.

This results in a total of approximately 1,495.5 rail lifts per day under current peak-demand conditions or 10,468.5 rail lifts per week.

Future-State Capacity with Full Loop Operations

If POV fully operates the loop around NIT allowing all inbound and outbound trains to utilize the same pattern, the terminal could receive up to four inbound trains per day.

- Up to four deliveries/pulls of 6,000 to 10,000 feet every six hours.
- Maximum daily capacity of 40,000 feet, operating seven days per week.

  Based on the same assumption of 30 containers per 1,000 feet of train length:

- Export volume:
  32,000 feet × 30 containers per 1,000 feet = 960 export rail lifts per day.
- Import volume:
  Applying the historical two-year rail mix of 50.4% export / 49.6% import, import volume equates to approximately 954.2 import rail lifts per day.

This results in a total of approximately 1,914.2 rail lifts per day under peak-demand conditions or 13,399.4 rail lifts per week.

Capacity Impact

Comparing current peak capacity (1,495.5 rail lifts/day) to future-state capacity (1,914.2 rail lifts/day) indicates an increase of approximately 418.7 rail lifts per day, representing a 28% increase in rail lift processing capacity.

(1,914.2 − 1,495.5) ÷ 1,495.5 = 28.0%

If volume continues to grow and the demand for larger trains is needed then track expansion available with the land around NIT increasing to potentially four 10,000’ trains per day.

44. Divesting the Line to POV and having freight convert from dray to direct rail will improve local traffic by removing trucks that are used to dray CSX traffic today from local roads.

Divestiture of the Line Can Unlock Future Investment

45. If the Board grants POV’s responsive application, VPA would, depending on need and traffic levels, be able to construct up to two additional tracks to the end of the current VPA-owned tracks east of the marshalling yard that would add capacity to stage two outbound trains, keeping terminal locomotive operations clearing working track for receiving larger trains within tighter windows. Divestiture would also allow the construction of additional track from the marshalling tracks around West Junction

and south parallel to the existing line – essentially double tracking in that area, which would add capacity, shorten the distance locomotives run light after dropping off a train to the location at which it picks up the outbound train, and allow for larger blocks of outbound trains for quicker pull times for the railroads.

46. POV has already studied some of these additional capacity enhancements. Specifically, POV has had consultants study possible infrastructure and operating enhancements and how they could help POV and its customers. POV commissioned the study to determine the effects of additional infrastructure investment and was completed unrelated to the UP-NS transaction, and layouts and footprints of future terminal and dock rail expansions have been identified. Divestiture of the Line would place the relevant track segments under POV control and strengthen the justification for the infrastructure and operational improvements.

47. POV also would consider – as needed based on traffic levels -- operational changes inside the terminal that might include:
    a. Extend terminal locomotive operations by four additional hours daily (approx. 20% increase in working time).

    b. Add a second Utility Man and convert two flaggers to longshore pay for intersection control and switch management. This enables one locomotive to clear inbound trains while the other stages outbound trains. With additional track space in the marshalling yard terminal locomotives can continue to clear during the 3-hour drop and pull window.

    c. Remove self-imposed curfews (0700–0800 and 1200–1300) to reduce cost and public disruption. If inbound trains arrive off schedule, the size of that train may need to be limited to maintain subsequent windows.

    d. If terminal locomotives fall behind when operating two, a third locomotive can be added to support clearing inbound or setting outbound trains because of the added working space.

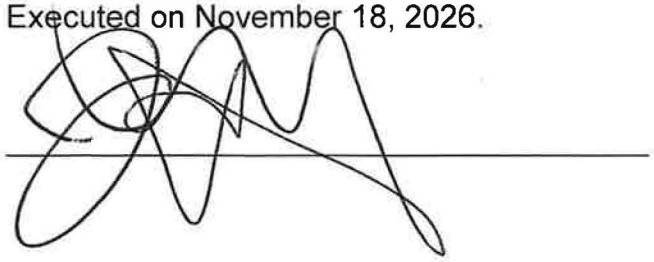
48. VPA also would be able to invest more, as traffic requires, to build additional on-terminal capacity, including more tracks to increase space to load and unload traffic and other updates to the central rail yard to enhance loading and unloading freight.

49. Divesting the Line to POV and having freight convert from dray to direct rail will improve local traffic by taking trucks that are used to dray CSX traffic today off local roads and generate environmental benefits, including improvements in hours lost due to congestion and wear and tear on bridges and roads.

Verification

I, Jay Windsor, verify under penalty of perjury that I have read the foregoing Verified Statement and know its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on November 18, 2026.



Jay Windsor
Director, Intermodal Operations NIT
Virginia International Terminals, LLC

EXHIBIT 13.B – Operating Plan

EXHIBIT 13.B

NIT Train Movements- Operating Plan

I. Prior to September 2025. For this time period, the operating plan for trains moving into and out of NIT has historically been different for NS trains and for NPBL/CSX trains.

- **NS Inbound Trains:**
  - NS moves trains through and past Quartermaster Junction on the line that POV seeks to have divested here, which is inclusive of Quartermaster Junction, the wye and all switches ("Line"). It then pushes back the train back through the wye at Quartermaster Junction and into NIT on the south end on the Terminal . It then uncouples the locomotives, runs them through Quartermaster Junction to West Junction and then to the marshalling yards at the north end of NIT or at the back gate (on the West side of NIT). There it pulls an outbound train from the marshalling yard.
  - As a result of this operation, NS leaves the inbound train on the track to the south of NIT, which means NIT can build the outbound train using the marshalling tracks to the north. In other words, the inbound and outbound trains do not occupy space needed for the other.
  - Three inbound trains daily, each ranging from 8K–10K feet.
  - Drop times: **1200**, **2000**, and **0400**.
  - Each drop takes approximately one hour.
  - Under normal conditions, NS departs with our outbound train from the marshalling yard **three hours after the start of the drop**.
- **NS Outbound Trains:**
  - Three outbound trains daily, each ranging from 8K–10K feet.
  - Staged at the marshaling yard for NS pick-up.
  - Departure times: **1500**, **2300**, and **0700**.
- **Track Utilization:**
  - All NS inbound trains are dropped on the Terminal Boulevard leads after arriving at the south end of NIT
  - All NS outbound trains are staged in the marshalling yard and back gate tracks.
- **NPBL Inbound and Outbound:**
  - NBPL carries freight to NIT for CSX.
  - Because NS owns and controls the wye at Quartermaster Junction, it does not permit NPBL to access NIT on the south end. NPBL trains arrive through West Junction (a conflicting movement to NS train) and arrive at the marshalling yard on the north end of NIT.
  - As a result of this operation, inbound and outbound trains consume capacity in the marshalling tracks because for at least some time, both trains are

there. NPBL/CSX train sizes are therefore restricted because of the capacity of the marshalling tracks, which is a constraint NS's operations do not face.
    - Scheduled Monday–Friday at noon via the marshalling yard, utilizing two tracks, to service the warehousing customers near Pier 3.
- **Operational Variability:**
    - NS drop and pull times can vary by several hours outside scheduled windows.

II. As of July 2026. Certain operational changes were made.

- **NS Inbound Trains:**
    - NS moves trains through and past Quartermaster Junction on the line that POV seeks to have divested here ("Line"). It then pushes back the train back through the wye at Quartermaster Junction and into NIT on the south end on the Terminal. It then uncouples the locomotives, runs them through Quartermaster Junction to West Junction and then to the marshalling yards at the north end of NIT. There it pulls an outbound train from the marshalling yard.
    - Two inbound trains daily, each ranging from 8K–10K feet.
    - Drop times: **1200** and **1900**.
    - Each drop takes approximately one hour.
    - Under normal conditions, NS departs with our outbound train from the marshalling yard **three hours after the start of the drop**.
- **Track Utilization:**
    - All NS inbound trains are dropped on the Terminal Boulevard leads.
    - All NS outbound trains are staged in the marshalling yard and back gate tracks.
- **NPBL Deliveries:**
    - Because NS owns and controls the wye at Quartermaster Junction, it does not permit NPBL (which carries CSX traffic) to access NIT on the south end. NPBL trains arrive through West Junction (a conflicting movement to NS train) and arrive at the marshalling yard on the north end of NIT. NPBL inbound and outbound trains consume marshalling track capacity at the same time because its inbound trains cannot enter at Quartermaster Junction like NS's.
    - Scheduled Monday–Friday via the marshalling yard, utilizing available tracks, with CSX trains.
        - **CSX Inbound Trains:**
        - Scheduled service Monday-Friday pending volume, one inbound train daily ranging 0-5K footage
        - Drop time: **0700,** each drop takes no more than one hour.
    - Under normal conditions, NS departs with an outbound train from the marshalling yard **three hours after the start of their drop**, and CSX departs

with their outbound train after NS but before the next NS drop (departure typically 1300-1400).

- **Operational Variability:**
    - NS drop and pull times can vary by several hours outside scheduled windows.

III. Responsive Application Operating Plan. If the Board grants POV's responsive application, NS and CSX would be granted overhead trackage rights to operate on the Line. POV would alter the operations to be more efficient and have all traffic move through NIT in a single direction, which is a clockwise direction. All trains would go through and past Quartermaster Junction on the Line. They would then push back through the wye at Quartermaster Junction and into NIT on the south end on the Terminal. They would uncouple the locomotives, run back through Quartermaster Junction to West Junction and then to the marshalling yards at the north end of NIT. There all carriers would pull an outbound train from the marshalling yard. So, CSX trains would be integrated with NS trains into the current drop/pull model with increased capacity for four trains.

- **Train Movements:**
    - Four inbound trains daily, each ranging from 6K–10K feet for up to 40,000 feet.
    - Strict drop times: **1200**, **1800**, **2400** and **0600**.
        - Any train delivery not adhering to the schedule will cause adjustments to the next window.
        - Each drop takes approximately one hour.
    - Outbound train departs from the marshalling yard **three hours after the start of the drop**.
    - POV's priority is for railroads to meet the strict drop times. Operating rules would be established for all railroads for missed windows so as not to adversely affect other train drop-offs and pick-ups.
- **Track Utilization:**
    - All inbound trains are dropped on the Terminal Boulevard leads.
    - All outbound trains are staged in the marshalling yard and back gate tracks.

If the Board grants POV's responsive application, POV could justify as needed based on traffic levels constructing two additional tracks to the end of the POV owned tracks east of the marshalling yard that would add capacity to stage two outbound trains, keeping terminal locomotive operations clearing working track for receiving larger trains within tighter windows. Divestiture could also unlock construction of additional track from the marshalling tracks around West Junction and south parallel to the existing line – essentially double tracking that area, which would add capacity and shorten the distance locomotives run light after dropping off a train to the location at which it picks up the outbound train.

POV also would consider – as needed based on traffic levels -- operational changes inside the terminal that might include:

- Extend terminal locomotive operations by **four additional hours daily** (approx. 20% increase in working time).
- Add a second Utility Man and convert two flaggers to longshore pay for intersection control and switch management.
    - This enables one locomotive to clear inbound trains while the other stages outbound trains. With additional track space in the marshalling yard terminal locomotives can continue to clear during the 3 hour drop and pull window.
- Remove self-imposed curfews (0700–0800 and 1200–1300) to reduce cost and public disruption.
- If inbound trains arrive off schedule, size may need to be limited to maintain subsequent windows.
- If terminal locomotives fall behind when operating two a third can be added to support clearing inbound or setting outbound trains.

Finally, there is one local customer (Lehigh Cement) located north of the Line that is served by NPBL today using trackage/use rights granted by POV. NPBL serves the customer using the NIT marshalling tracks. After the grant of the responsive application, that customer would continue to be served by NPBL subject to the local, existing trackage rights as they would be amended to include operations on the Line.

Further discussion is available and this operating plan is supported by the Verified Statement of Jay Windsor at Exhibit 13.

APPENDIX A – Opinions of Counsel

OPINION OF COUNSEL
FOR APPLICANTS
[SECTION 1180.6(a)(4)]

THE VIRGINIA PORT AUTHORITY

As counsel for The Virginia Port Authority, a political subdivision of the Commonwealth of Virginia (the "VPA"), we are generally familiar with the proposed transaction and have reviewed the foregoing Responsive Application. It is our opinion that the transaction meets the requirements of law, is within the statutory authority of the VPA (including the proposed actions to be undertaken by and through VIT), and will be legally authorized and valid, if approved by the Surface Transportation Board and the other requirements set forth in the agreements governing the transaction are satisfied or waived. Capitalized terms used and not otherwise defined in this opinion shall have the meanings specified in the foregoing Responsive Application.

Christian A. Parrish
Senior Assistant Attorney General
Office of the Attorney General
Commonwealth of Virginia

Executed 17th day of November, 2026.

OPINION OF COUNSEL
FOR APPLICANTS
[SECTION 1180.6(a)(4)]

VIRGINIA INTERNATIONAL TERMINALS, LLC

As counsel for Virginia International Terminals, LLC ("VIT"), the wholly-owned terminal operating subsidiary of The Virginia Port Authority, a political subdivision of the Commonwealth of Virginia, we are generally familiar with the proposed transaction and have reviewed the foregoing Responsive Application. It is our opinion that the transaction meets the requirements of law, is within the corporate powers of VIT, and will be legally authorized and valid, if approved by the Surface Transportation Board and the other requirements set forth in the agreements governing the transaction are satisfied or waived. Capitalized terms used and not otherwise defined in this opinion shall have the meanings specified in the foregoing Responsive Application.

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Executed 16th day of November, 2026.