

PUBLIC VERSION

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VIA E-FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: **STB Docket No. FD 32760 (Sub-No. 48), *BNSF Railway Company—
Petition for Enforcement—Service to Granite Mountain Quarries***

Dear Chief of Case Administration:

Enclosed for e-filing in the above-referenced proceeding is BNSF's Amended
Petition for Enforcement.

Please contact me with any questions.

Respectfully submitted,

/s/ Peter W. Denton

Peter W. Denton
Attorney for BNSF Railway Company

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

**BNSF RAILWAY COMPANY'S
AMENDED PETITION FOR ENFORCEMENT**

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Dated: November 20, 2025

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EXHIBITS

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Exhibit 2	1999 Correspondence between BNSF’s Edward Pidgeon and UP’s Linda Gaeta
Exhibit 3	2023 Correspondence between Mike Martucci, BNSF Manager Contracts & Joint Facilities, and Chris Sanford and Ryan Pichler, UP Senior Managers Commercial & Interline Strategy
Exhibit 4	UP’s Responses & Objections to BNSF’s First Set of Discovery Requests
Exhibit 5	August 2025 Correspondence between BNSF and UP regarding discovery issues.
Exhibit 6	Excerpts from MP Tariff 8170-C

BEFORE THE
SURFACE TRANSPORTATION BOARD

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—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

**BNSF RAILWAY COMPANY’S
AMENDED PETITION FOR ENFORCEMENT**

1. Introduction and Summary

On February 8, 2024, BNSF¹ filed a Petition requesting that the Board issue an order enforcing the UP/SP Merger conditions to ensure that BNSF can provide rail service requested by Granite Mountain Quarries (“Granite Mountain”), pursuant to the revised BNSF-UP settlement agreement (the “RASA”). On June 30, 2025, the Board issued a decision that denied BNSF’s petition “based on the current record” but allowed BNSF to seek discovery and submit an amended petition. *BNSF Ry. Co.—Pet. for Enft—Service to Granite Mountain Quarries (June 30 Decision)*, FD 32760 (Sub-No. 48), slip op. at 1, 8 (STB served June 30, 2025).

The parties have since engaged in discovery. In light of UP’s written responses to BNSF’s requests, the documents produced by both parties, and additional information collected by BNSF, BNSF hereby amends its Petition and renews its request that the Board issue an order enforcing the UP/SP Merger conditions by confirming that Granite Mountain is a 2-to-1 shipper facility located at a 2-to-1 point. The requested order will allow Granite Mountain to benefit from

¹ Unless otherwise defined, the acronyms and defined terms used herein are the same as those used in the Board’s *June 30, 2025 Decision*.

the competitive forces of two-carrier line haul service, just as it would have if the UP/SP Merger had not occurred. As the Board intended and as the RASA contemplates, BNSF would step into the shoes of SP and replace the competition that was lost due to the UP/SP Merger.

Before the UP/SP Merger, Granite Mountain was open to competitive line-haul service from only two railroads: UP and SP.² UP accessed the facility directly, and SP had access via UP reciprocal switch. A shortline railroad, Little Rock and Western Railway (“LRWN”), also accessed the facility via UP reciprocal switch, but LRWN only operated locally and could only interchange with UP and SP. Therefore, Granite Mountain enjoyed the benefit of competition from two pre-merger competitive options for line-haul traffic – UP and SP. The UP/SP Merger eliminated one of those options and left UP with full control over line-haul service to and from the facility. This makes Granite Mountain a 2-to-1 shipper entitled to BNSF service under the RASA and the UP/SP Merger conditions (and not a 3-to-2 shipper that would not be entitled to the same replacement of competition).

As detailed below and in BNSF’s original Petition, UP has articulated many different reasons over the years to block Granite Mountain from receiving the competitive service from BNSF that UP promised to make available in connection with the UP/SP Merger. UP’s constantly changing positions have resulted in years of delay, all to UP’s benefit and its customer’s detriment.

UP’s refusal to allow BNSF to serve Granite Mountain and its obstruction and delay are yet another example in a pattern of behavior that undermines UP’s agreement to preserve competition after the UP/SP Merger.³ Over the last quarter-

² Because the Board treated UP’s affiliates and SP’s affiliates as UP and SP for competitive purposes in the UP/SP Merger context, this amended Petition refers to “UP” and “SP” rather than their applicable affiliates, MP and SSW respectively.

³ See, e.g., *BNSF Ry. Co.—Pet. for Clarification—Service to Colorado Materials*, FD 32760 (Sub-No. 49) (seeking clarification of BNSF’s RASA rights in the face of

century, BNSF has repeatedly borne the burden of seeking to enforce its rights and its customers' rights under the UP/SP Merger conditions—all in the face of UP's continued efforts to limit competition by restricting BNSF access.⁴ Given UP's intent to pursue a merger with Norfolk Southern, UP's compliance with past merger commitments is now a matter of heightened public and regulatory importance.

In February 2024, the parent company of Granite Mountain's customer submitted a letter in this proceeding that evidences the importance of two-carrier service to shippers like Granite Mountain. David M. Tolan of CRH Americas, Inc. stated: "UP and SP agreed to allow BNSF to replace the competition that was lost as the result of the UP/SP Merger. UP's refusal to now allow BNSF to serve Granite Mountain places CRHA and its subsidiaries at an economic disadvantage." (CRH Letter 1, Feb. 26, 2024.) The Board should not permit UP to place shippers and their customers "at an economic disadvantage."

As with the original Petition, the facts in this amended Petition have been verified by Mike Martucci, BNSF Manager, Contracts and Joint Facilities.

UP's refusal to permit BNSF to access a New Shipper Facility located at a 2-to-1 Point in Texas); *BNSF Ry. Co.—Pet. for Enforcement—Interchange with Savage Tooele R.R. Co.*, FD 32760 (Sub-No. 50) (seeking an order to allow BNSF to interchange with a newly created shortline railroad in Utah).

⁴ See, e.g., *BNSF Ry. Co.—Terminal Trackage Rts.—Kan. City S. Ry. Co. & Union P. R.R. Co.*, FD 32760 (Sub-No. 46), slip op. at 1 (STB served July 5, 2016) (granting BNSF's application for terminal trackage rights to serve shippers in the Lake Charles area of Louisiana); *BNSF Ry. Co.—Emergency Pet. for Enft—Interchange with Salt Lake Garfield & W. Ry.*, FD 32760 (Sub-No. 51), slip op. at 1 (STB served July 10, 2025) (addressing UP's attempts to prevent BNSF from using trackage rights granted to BNSF under the UP/SP Merger conditions).

2. Argument

2.1. Granite Mountain is a 2-to-1 shipper facility located at the 2-to-1 point of Little Rock, Arkansas.

BNSF has established that Granite Mountain is located at the 2-to-1 point of Little Rock, Arkansas.⁵ UP has not disputed this point. Therefore, the only remaining question is whether Granite Mountain is a 2-to-1 shipper facility. The RASA defines 2-to-1 shipper facilities as “all Shipper Facilities that were open to both UP and SP, whether via direct service or via reciprocal switching, joint facility or other arrangements, and no other railroad when the 1995 Agreement was executed, regardless of how long ago the shipper or receiver at that facility may have shipped or received, or whether the shipper or receiver at that facility ever shipped or received, any traffic via either UP or SP.” (Ex. 1 at 3.) The evidence in this proceeding establishes that Granite Mountain was open pre-merger to both UP and SP and to no other railroad that could provide competitive service to those two Class I railroads.

2.1.1. Granite Mountain was open pre-merger to both UP and SP.

Pre-merger, Granite Mountain was served directly by UP and was open to SP “via reciprocal switching, joint facility or other arrangements.” (Ex. 1 at 3.) The evidence that BNSF submitted earlier in this proceeding established that Item 2525

⁵ The RASA includes Little Rock in the Exhibit A list of 2-to-1 points. (Ex. 1 at 50.) The RASA explains that the boundaries for 2-to-1 points “shall be deemed to include all areas within the switching limits of the locations as described in Section 9(g) of this Agreement.” (*Id.* at 2-3.) RASA Section 9(g) further explains that locations “include all areas within the switching limits of the location designated by tariff, clarified to the extent necessary by publicly-available information, in effect as of September 25, 1995” (*Id.* at 38.) In its *June 30 Decision*, slip op. at 6, the Board noted that, while Granite Mountain was not physically located within the Little Rock switching district, it would be reasonable to assume that Item 2525 of the applicable tariff was included to place Granite Mountain within the switching district. *June 30 Decision*, slip op. at 6.

of the applicable tariff enabled SP to move certain types of Granite Mountain traffic via UP switch to stations on SP outside of the Little Rock terminal that UP did not serve. Item 2525 is excerpted below for ease of reference.

Granite Mountain Quarries, Drury Spur, AR, will be considered in the switching limits of Little Rock -- North Little Rock, AR, on CL shipments of Sand, Gravel, Stone, including Rip Rap, and articles taking same rates or related thereto. **Applicable only to or from stations on the LRWN and SSW not served by the MP** and only on cars switched to or from connection of the MP by Granite Mountain Quarries.

(Ex. 6 at 107 (emphasis added).)

Item 2525 limited SP's access to "stations on the [SP] not served by the [UP]." This language necessarily granted SP the ability to move traffic outside of Little Rock / North Little Rock via a switch from UP. (*See* BNSF Rebuttal 2-3, Apr. 2, 2024.) Otherwise, Item 2525's language would be meaningless: it would only provide Granite Mountain with SP switching rights *within* Little Rock / North Little Rock. (*Id.*) But there were no SP stations within Little Rock / North Little Rock that were not served by UP. Therefore, Item 2525 can only be understood as making Granite Mountain open pre-merger to both UP and to SP at stations not served by UP. Under the RASA's definition of a 2-to-1 shipper facility, this makes Granite Mountain a 2-1 shipper facility.

2.1.2. In an effort to defeat BNSF's access, UP has advanced inherently conflicting positions regarding Granite Mountain's 2-to-1 shipper facility status.

BNSF's position from the outset has been that the applicable pre-merger tariff establishes that Granite Mountain is a 2-to-1 shipper facility under the RASA. At the customer's request, BNSF first sought access from UP to serve Granite Mountain in 1999⁶ and then again in 2023. In response to these requests, UP flip-

⁶ In 1999, BNSF sought access from UP to serve Granite Mountain, noting that the applicable pre-merger tariff allowed Granite Mountain to be accessed by SP.

flopped between positions, requiring BNSF to respond to new arguments and dragging out the election process to UP's commercial benefit. And after BNSF forced UP's hand by asking the Board to intervene, UP devised a third position in a desperate attempt to keep its customer from obtaining the benefits of BNSF competition.

The Board should take UP's prior statements, described below, as binding admissions—or at a minimum, strong evidence—that SP had the right to serve Granite Mountain pre-merger. UP expressly acknowledged in its correspondence with BNSF that Granite Mountain was open to reciprocal switching before the UP/SP Merger. The statements reflected UP's understanding of its own tariff and confirmed the parties' joint understanding as to how the tariff should be interpreted.

UP's First Position

In April 2023, BNSF renewed its effort to secure access to serve Granite Mountain after its current owner requested service for the delivery of commercial aggregates, such as crushed stone, to locations on BNSF's lines in East Texas. None of those locations were also served by UP. On April 12, 2023, BNSF sent a letter to UP requesting access to serve Granite Mountain on the basis that the facility was listed in the applicable tariff as open to both UP and SP.⁷

On May 12, 2023, Chris Sanford, UP Senior Manager Commercial & Interline Strategy, denied BNSF's request to serve Granite Mountain, asserting that the facility did not qualify as a 2-to-1 shipper facility because the applicable pre-merger

BNSF requested that it therefore receive the same reciprocal switch access that SP had pre-merger. UP rejected BNSF's request, arguing that Granite Mountain was not a 2-to-1 shipper because the pre-merger tariff stated that Granite Mountain was always closed to competitive traffic and was only open to SP for "Company Material." (Ex. 2 at BNSF-GMQ-0000053.)

⁷ (See Ex. 3, Apr. 12, 2023 Letter from Martucci (BNSF) to Sanford (UP).)

tariff also allowed access by LRWN. Mr. Sanford's denial letter explicitly acknowledged SP's pre-merger reciprocal switch access to Granite Mountain:

"Granite Mountain Quarries had access to [UP], [SP], and LRWN."⁸

UP's Second Position

On June 20, 2023, BNSF requested that UP reconsider its denial, arguing that LRWN's pre-merger reciprocal switch access to the facility does not defeat Granite Mountain's right to BNSF service. BNSF explained that LRWN's limited geographic reach and interchange connections to only UP and SP mean that Granite Mountain is a 2-to-1 shipper facility.⁹

On July 21, 2023, UP rejected BNSF's request, but this time on different grounds. While Mr. Sanford again expressly acknowledged that Granite Mountain was open pre-merger to SP reciprocal switching, UP declined to confirm BNSF's access on the basis that SP's pre-merger ability to access the facility was limited to certain stations not served by UP.¹⁰ Mr. Sanford did not contend that switching was not available for stations not competitive with UP.

UP's Third Position

On August 18, 2023, BNSF responded and pointed out that the Facility's limited dual-carrier pre-merger access did not affect Granite Mountain's 2-to-1 shipper status. Nonetheless, BNSF limited its request for access to Granite Mountain to only include traffic to and from stations not served by UP, because SP had the right to serve such traffic under the applicable tariff.¹¹

⁸ (See Ex. 3, May 12, 2023 Letter from Sanford (UP) to Martucci (BNSF).)

⁹ (See Ex. 3, June 20, 2023 Letter from Martucci (BNSF) to Sanford (UP).)

¹⁰ (See Ex. 3, July 21, 2023 Letter from Sanford (UP) to Martucci (BNSF).)

¹¹ (See Ex. 3, Aug. 18, 2023 Letter from Martucci (BNSF) to Sanford (UP).)

On December 11, 2023, after a nearly four-month delay, UP again denied BNSF's request to serve Granite Mountain in a letter from Ryan Pichler, UP Senior Manager of Commercial & Interline Strategy. This time, UP reverted to its May 2023 reasoning that the facility is not a 2-to-1 shipper facility because it "had access to [UP], [SP], and LRWN."¹²

UP's Fourth Position

After several failed attempts to engage UP and understand UP's repeated and shifting denials of BNSF's election to serve Granite Mountain on ever-changing grounds, BNSF was forced to seek Board intervention by filing a Petition for enforcement on February 8, 2024.

In its March 13, 2024 reply to BNSF's original Petition, UP yet again changed its basis for rejecting BNSF's request to serve Granite Mountain. In that filing and since, UP has claimed that statements made by UP's senior managers in the 2023 correspondence were a "mistake." (*See* UP Reply 3-4 n.3; *see also id.* at Ex. 1, Pichler V.S. 5.) Instead, UP argued that the Facility was not open pre-merger to either SP or LRWN via reciprocal switch. For the first time in its reply, despite its previous admissions, UP argued that the applicable tariff only allowed for inter-terminal switching to Granite Mountain and not for reciprocal switching to another railroad for line-haul service. (*Id.* at 2-3.)

In summary, over a ten-month period, UP has advanced inherently conflicting positions to deny its customer the competitive service that UP promised when it agreed to the UP/SP Merger conditions:

¹² (See Ex. 3, Dec. 11, 2023 Letter from Pichler (UP) to Martucci (BNSF).)

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Date	UP Position
May 2023	Claimed that Granite Mountain is not a 2-to-1 shipper facility because the pre-merger tariff showed it had access to UP, SP, and LWRN.
July 2023	Claimed that Granite Mountain is not open to BNSF because the pre-merger tariff limited SP's facility access to serve certain stations not served by UP.
December 2023	Reverted to May 2023 position.
March 2024	Repudiated the two positions taken in 2023 and claimed Granite Mountain is not a 2-to-1 shipper facility because the pre-merger tariff gave SP and LWRN access to the facility for inter-terminal switching only and not for reciprocal switching.

The Board Should Reject UP's Attempted Disavowal of its Agents' Statements

UP provided no explanation and produced no records to explain why its Senior Managers' interpretations in their 2023 letters were a mistake, other than that those interpretations conflict with UP's current reasoning in its reply. The Board should firmly reject UP's attempt to disavow these statements regarding the proper reading of the tariff, *i.e.*, that Granite Mountain was open pre-merger to SP via reciprocal switching.

2.1.3. Granite Mountain qualifies as a 2-to-1 shipper facility despite UP's new arguments.

As discussed above in Section 2.1.2, UP now argues that Granite Mountain was not open pre-merger to SP via reciprocal switching and thus does not qualify as a 2-to-1 shipper facility. (UP Reply 6.) In support, UP claims that the applicable tariff contained a list of Little Rock facilities open to reciprocal switching and that Granite Mountain was not on that list. (*Id.* at 2-3.) UP also claims that Item 2525 only gave Granite Mountain the ability to utilize "inter-terminal" switching from UP to SP, limited to points within the Little Rock terminal. (*Id.* at 3-5.)

UP's interpretation is incorrect. Granite Mountain's omission from the list of Little Rock facilities open to reciprocal switching in the applicable tariff does not preclude Granite Mountain from falling within the RASA definition of a 2-to-1 shipper facility. As discussed above in Section 2.1.1, Item 2525 of the tariff can only be read to give SP the ability to move certain types of Granite Mountain traffic, via reciprocal switch from UP, to stations on SP outside of the Little Rock terminal that UP did not serve. Therefore, Granite Mountain was open pre-merger to both UP and SP "via reciprocal switching, joint facility or other arrangements." (Ex. 1 at 3.)

2.1.4. UP's failure to retain or search the relevant records provides an independent reason for the Board to conclude that Granite Mountain was open to SP service pre-merger.

As explained below, UP either failed to retain the relevant records regarding SP's pre-merger service to Granite Mountain or failed to search those records if they were retained. The Board should hold UP responsible for these failures by concluding that Granite Mountain was open to SP service pre-merger.

Following the Board's suggestion, BNSF served discovery on UP requesting records relating "to any service by SP to Granite Mountain prior to the UP/SP Merger regardless of the manner of service." (Ex. 4 at 13, BNSF Request for Production No. 7.)¹³ UP responded that it "has not identified any documents responsive [to] Request No. 7" (other than information referenced in UP's March 13, 2024 Reply). (*Id.*) UP responded similarly to BNSF Request for Production No. 8, which asked for documents relating to "SP service via reciprocal switch to and from

¹³ To be clear, SP need not have actually served the facility for the Board to determine that Granite Mountain is a 2-to-1 shipper facility. Instead, Granite Mountain need only have been open to SP service at the time of the UP/SP Merger. The language of Item 2525 explicitly confirms that it was open.

stations on SSW not served by MP.” (*Id.*) UP stated that it “has not identified any additional documents responsive [to] Request No. 8.” (*Id.*)

As to UP’s service to Granite Mountain by inter-terminal or reciprocal switch movements, UP stated in response to Request for Production Nos. 4 and 5 that its search for responsive documents would be limited to the period from 1997 to July 2025 and that it had no records reflecting reciprocal switch service to Granite Mountain “during the time frame from 1997 to July 2025.” (*Id.* at 11-12.) UP did not explain why UP documents before 1997 (including the critical pre-merger time period) were not located, searched, or produced.

In addition to UP failing to provide an explanation as to why it has no documents responsive to Request for Production Nos. 4, 5, 7, and 8, it is not clear whether UP still has the relevant pre-merger service records. The fact that UP produced only 322 documents in response to BNSF’s comprehensive discovery requests would suggest that it does not.¹⁴

The Board recognized in its *June 30 Decision* that UP is the party most likely to possess historic information related to whether SP provided service to Granite Mountain at the time of the UP/SP Merger. *June 30 Decision*, slip op. at 6. BNSF must rely on the information provided by UP when making determinations about BNSF’s ability to access shippers pursuant to the UP/SP Merger conditions. Therefore, UP must shoulder the burden of proof regarding the historic status of

¹⁴ Moreover, the scope of UP’s document searches itself is not certain. In an August 28, 2025 letter from UP’s counsel to BNSF’s counsel, UP’s counsel stated that UP interviewed employees in several UP departments in an attempt to identify potentially responsive documents, and that UP conducted searches for responsive documents in UP employee and departmental files as well as in UP’s general records management system. (Ex. 5 at 4.) UP declined to specify if SP, SSW, or MP files were searched.

shipper facilities.¹⁵ Absent that burden, UP would not be incentivized to retain historic documents.¹⁶ Between UP's failure to produce requisite service records and its statements about reciprocal switching that it now deems "mistakes" without any additional explanation, the Board should treat UP's 2023 statements that Granite Mountain was open to SP by reciprocal switch as an irrebuttable admission that Granite Mountain was open to SP pre-merger as provided in Item 2525.¹⁷ Granite Mountain should not be penalized because of UP's failure to maintain relevant records.

2.2. Granite Mountain's ability to access LRWN did not make the facility a 3-to-2 point.

Granite Mountain was open to both UP and SP and "no other railroad" for the purposes of the RASA definition of a 2-to-1 shipper facility. The Board stated in

¹⁵ As merger applicants, UP and SP bore the obligation to retain the records necessary to enable the Board, BNSF, and shippers to determine if Granite Mountain was a 2-to-1 shipper facility. UP had notice in 1999 (just three years after the UP/SP Merger was approved) of Granite Mountain's desire to exercise the rights afforded to it under the original BNSF settlement agreement. Yet UP apparently failed to retain the service records of its subsidiaries that would be necessary to properly evaluate Granite Mountain's request. If UP failed to retain the relevant records or failed to search those records if they were retained, then it is incumbent upon the Board to hold UP responsible for those failures and to draw the inference that Granite Mountain was open to SP service pre-merger. Such an inference is particularly apt here where the plain language of the relevant tariff provision – Item 2525 – clearly allowed for SP service.

¹⁶ Because UP failed to carry its burden based on the documents it produced, BNSF did not file a motion to compel production of further documents, which would have only served to further delay the proceedings.

¹⁷ This request is also supported by the equitable doctrine of estoppel, wherein "a party with full knowledge of the facts . . . may not subsequently take an inconsistent position to avoid the corresponding obligations or effects." *Mick's at Penn. Ave., Inc. v. BOD, Inc.*, 389 F.3d 1284, 1289 (D.C. Cir. 2004) (citation omitted); see also *Estoppel*, Black's Law Dictionary (12th ed. 2024) ("A bar that prevents one from asserting a claim or right that contradicts what one has said or done before . . .").

its *June 30 Decision*, slip op. at 7, that “it appears that SP and LRWN were given the same exact rights to serve Granite Mountain.” The Board directed BNSF to “address whether LRWN was afforded the same access” and allowed BNSF to “supplement its arguments as to why this does not make the facility a 3-to-2 point.” *Id.*, slip op. at 8. BNSF agrees that LRWN had the same switch access to Granite Mountain as SP under the applicable tariff.¹⁸ But LRWN’s access does not make the facility a 3-to-2 point.

The Board and all interested parties have understood since the time of the UP/SP Merger that, for the purposes of determining 2-to-1 points and 2-to-1 shipper facilities, **access to Class I railroads is the relevant question**. In the decision approving the UP/SP Merger, the Board noted that UP and SP included as 2-to-1 points those “points on shortline railroads reachable by connections to UP *and* SP, but by **no other Class I railroad**.” *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (Decision No. 44)*, 1 S.T.B. 233, 391 n.127 (1996) (emphasis added). The Board recently stated that, in the UP/SP Merger proceeding, it “focused on competition between the Class I railroads providing line-haul service.” *TGS Cedar Port R.R.—Operation Exemption—in Chambers Cnty., Tex. (Cedar Port)*, FD 36627, slip op. at 7 n.12 (STB served Apr. 1, 2024). The Board noted that UP and SP had themselves “identified 2-to-1 points as those that can be served directly, or through reciprocal switching, by UP and SP **but no other Class I railroad**.” *Id.* (emphasis added).

If a shipper facility has access to three railroads, two of which are Class I railroads and one of which is a shortline railroad, like LRWN, with limited

¹⁸ UP relied on this fact in denying BNSF’s request to serve Granite Mountain in certain correspondence summarized above, but UP has abandoned the argument entirely in this proceeding. The Board should therefore consider any such 3-to-2 point argument from UP waived.

geographic reach (and which only connects with the same two Class I railroads to which the shipper facility already has access), then the shipper facility only has access to two “railroads” for the purpose of the 2-to-1 analysis under the UP/SP Merger. Put differently, shortline railroads like LRWN, with limited geographic reach, are relevant to the 2-to-1 analysis only if they can interchange with a Class I railroad that is *not* one of the two railroads to which the shipper facility already has access.

Indeed, this precise scenario was presented in an earlier case where BNSF asked the Board to enforce the UP/SP Merger conditions. *Union Pac. Corp.—Control & Merger—S. Pac. Rail. Corp. (Decision No. 106)*, FD 32760, slip op. at 1 (STB served Dec. 20, 2013). In that case, a shipper facility (G3 Enterprises) had pre-merger access to UP, SP, and a shortline (Modesto and Empire Traction Company “MET”) that connected with BNSF. *Id.*, slip op. at 3. BNSF acknowledged that this caused the facility to be a 3-to-2 shipper under the UP/SP Merger analysis, because the shipper had pre-merger access to three Class I railroads (UP, SP, and BNSF via a connection with MET) and post-merger access to two Class I railroads (UP and BNSF via connection with MET). (*Id.* at 4.)

In this case, however, Granite Mountain was open to only UP and SP for the purposes of the RASA definition of a 2-to-1 shipper facility. LRWN had a single rail line extending approximately 80 miles from Little Rock into Central Arkansas, and LRWN could only interchange with UP or SP. UP and SP could move traffic to and from Granite Mountain on their vast Class I rail networks, with the ability to interchange the traffic with numerous other rail carriers in order to access the national rail network. LRWN had no route structure to compete with the combined UP/SP.

Therefore, if Granite Mountain wanted rail service beyond the Central Arkansas area, it had two options: UP or SP. Competition between those two Class I

rail carriers would necessarily constrain the prices for rail transportation that either railroad would quote Granite Mountain. Given its limited geographic reach and its ability to interchange only with UP and SP, LRWN posed no real competition for UP or SP, even if LRWN could avail itself of reciprocal switch access to Granite Mountain – access that UP now alleges never existed.

The RASA makes it clear that “[i]t is the intent of the parties that this Agreement result in the preservation of competition by two rail carriers for [] all ‘2-to-1’ Shipper Facilities” (Ex. 1 at 30, Section 8(i).) For the competition-preserving purposes of the RASA, Granite Mountain was “open to UP and SP . . . and no other railroad.” (*Id.* at 3.)

2.3. BNSF is not seeking greater access to Granite Mountain than SP had.

In its *June 30 Decision*, the Board also asked BNSF to address whether the unit train service that BNSF planned to implement would result in BNSF having greater access than SP was afforded at the time of the UP/SP Merger. The basis for this concern was the language in Item 2525, which read that Granite Mountain would be considered “in the switching limits of Little Rock -- North Little Rock, AR, on CL shipments of Sand, Gravel, Stone, including Rip Rap, and articles taking same rates or related thereto.” (Ex. 6 at 107, Tariff MP 8170-C, Section 5, Item 2525.) The Board stated that the “CL” in Item 2525 presumably refers to “carload shipments.” *June 30 Decision*, slip op. at 7.

The unit train service that BNSF planned to implement would not result in BNSF having greater access than SP was afforded at the time of the UP/SP Merger. To the Board’s question, the Abbreviations and Reference Marks section in the MP 8170-C Tariff defines “CL” as “Carload(s).” (Ex. 6 at 140, Tariff MP 8170-C, Explanation of Abbreviations.). In contrast, the tariff also defines the abbreviation “LCL” as “Less than carload.” (*See id.*) The use of CL in Item 2525 thus indicated

that Granite Mountain was required to ship only full carload shipments of the listed commodities, whether in one car or many cars. Therefore, Item 2525 did not limit SP from providing full carload shipments of any amount (including unit trains) to Granite Mountain at the time of the UP/SP Merger. BNSF should not be so limited today.

2.4. Permitting BNSF to serve Granite Mountain is consistent with the competition-preserving requirements the Board imposed when approving the UP/SP Merger.

Granite Mountain has the right to benefit from competitive service guaranteed under the RASA. Absent the UP/SP Merger, Granite Mountain could have been served either directly by UP or by SP via reciprocal switch under Item 2525, and it could have leveraged the competition between UP and SP to negotiate the best possible rates and terms of service for its traffic. While the UP/SP Merger removed this leverage, the RASA preserved that competition by substituting BNSF to replace the competition that was otherwise lost due to the UP/SP Merger.

Decision No. 44, 1 S.T.B. at 233, 367-75, 418-21.

The Board has made clear that shippers have an independent right to ensure that the UP/SP Merger conditions are “implemented in a manner that effectively preserves pre-merger competition.” *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (General Oversight) (Decision No. 21)*, 5 S.T.B. 1173, 1178 (2001). In subsequent decisions enforcing the UP/SP Merger conditions, the Board has consistently emphasized that the merger conditions were intended to allow BNSF to replicate competitive options for traffic that would have existed absent the merger. *See, e.g., Cedar Port*, FD 36627 slip op. at 7-8 (STB served Apr. 1, 2024) (citing *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (General Oversight) (Decision No. 19)*, FD 32760 (Sub-No. 21), slip op. at 4-6 (STB served Nov. 8, 2001)).

Here, absent the merger, Granite Mountain would have benefited from the pre-merger competition between UP and SP.

3. Conclusion

For the reasons stated above, BNSF respectfully requests that the Board issue an order holding that Granite Mountain is a 2-to-1 shipper facility pursuant to the RASA and is open to BNSF for traffic to and from non-competing locations. Item 2525 of the pre-merger tariff clearly states that Granite Mountain was open to SP for non-competing traffic, and UP's failure to maintain relevant service records precludes any other reading of the Item. UP is attempting, once again, to deny a shipper of its right to competitive access to which it is entitled. Without Board intervention, UP will continue to disregard the UP/SP Merger conditions and will preclude BNSF from fulfilling its competition-preserving role. Importantly, until the Board acts, Granite Mountain will continue to be deprived of its rights under the Board's merger conditions to receive competitive two-carrier service.

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Respectfully submitted,

/s/ Peter W. Denton

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Dated: November 20, 2025

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VERIFICATION

I, Mike Martucci, BNSF Manager, Contracts and Joint Facilities, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Petition for Enforcement.

/s/ Mike Martucci

Mike Martucci

Executed on November 20, 2025.

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

EXHIBIT 1

RESTATED AND AMENDED SETTLEMENT AGREEMENT (“RASA”)

03/01/02

RESTATED AND AMENDED AGREEMENT

This Restated and Amended Agreement ("Agreement") is entered into this ____ day of March, 2002, between UNION PACIFIC RAILROAD COMPANY ("UP"), a Delaware corporation, and THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY ("BNSF"), a Delaware corporation.

WITNESSETH:

WHEREAS, UP and BNSF entered into an agreement dated September 25, 1995, as amended by supplemental agreements dated November 18, 1995, and June 27, 1996 (collectively, the "1995 Agreement"), in connection with UP's acquisition of Southern Pacific Rail Corporation and its affiliates ("SP") in Finance Docket No. 32760, Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company -- Control and Merger -- Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and The Denver and Rio Grande Western Railroad Company;

WHEREAS, the Surface Transportation Board ("STB") approved the common control and merger of UP and SP in Decision No. 44 in Finance Docket No. 32760 (served August 12, 1996) and in so doing imposed certain conditions on UP and SP, including, as modified by the STB, the April 18, 1996 settlement agreement among UP, BNSF and the Chemical Manufacturers Association (the "CMA Agreement");

WHEREAS, as a part of its oversight of the UP/SP merger in Finance Docket Nos. 32760, 32760 (Sub-No. 21), and 32760 (Sub-No. 26), the STB has modified and clarified certain of the conditions it imposed in Decision No. 44;

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WHEREAS, UP and BNSF entered into a Term Sheet Agreement dated February 12, 1998 (the "Term Sheet Agreement"), pursuant to which UP and BNSF agreed to the joint ownership of the line of railroad between Dawes, TX and Avondale, LA, which joint ownership was effected by separate agreement dated September 1, 2000 (the "TX-LA Line Sale Agreement");

WHEREAS, UP and BNSF have reached agreement with respect to the implementation of the conditions imposed by the STB on the UP/SP merger, as modified and clarified, and certain other matters relating to their rights and obligations under the 1995 Agreement, the CMA Agreement, the Term Sheet Agreement and the TX-LA Line Sale Agreement; and

WHEREAS, UP and BNSF now wish to amend and restate the 1995 Agreement to incorporate the conditions imposed by the STB on the UP/SP merger (including the CMA Agreement, as modified by the STB) and the agreements they have reached relating to those conditions and other related matters.

NOW, THEREFORE, the parties agree to amend and restate the 1995 Agreement as follows:

DEFINITIONS

For purposes of this Agreement, the following definitions and terms shall apply:

Shipper Facilities shall mean all existing or new shipper or receiver facilities, including transload facilities as well as rail car storage and car service and repair facilities not owned, leased or operated by UP.

"2-to-1" Points shall mean all geographic locations at which at least one "2-to-1" Shipper Facility is located. Such points include, without limitation, the points listed in Section 8(i) of and on Exhibit A to this Agreement. The boundaries for such "2-to-1" Points shall be deemed to

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include all areas within the switching limits of the locations as described in Section 9(g) of this Agreement.

“2-to-1” Shipper Facilities shall mean all Shipper Facilities that were open to both UP and SP, whether via direct service or via reciprocal switching, joint facility or other arrangements, and no other railroad when the 1995 Agreement was executed, regardless of how long ago the shipper or receiver at that facility may have shipped or received, or whether the shipper or receiver at that facility ever shipped or received, any traffic via either UP or SP. The “2-to-1 Point Identification Protocol” between the parties attached hereto as Exhibit E shall govern the process for identifying “2-to-1” Shipper Facilities open to BNSF as a result of the conditions imposed on the UP/SP merger.

New Shipper Facilities shall mean: (i) existing Shipper Facilities constructing trackage for accessing rail service for the first time; and (ii) newly constructed rail-served Shipper Facilities. New Shipper Facilities shall also mean previously-served Shipper Facilities that begin to ship by rail again where (i) there has been a change of owner or lessee, and (ii) the use of the facility is actually different in nature and purpose from the facility's prior use (e.g., there has been a change in the type of products shipped from or received at the facility). New Shipper Facilities shall not include expansion of or additions to an existing rail-served Shipper Facility, but do include (1) Shipper Facilities which, on September 25, 1995, were being developed or for which land had been acquired for that purpose in contemplation of receiving rail service by both UP and SP, and (2) Transload Facilities located after September 11, 1996, including those owned or operated by BNSF.

Trackage Rights Lines shall mean the lines over which BNSF has been granted trackage rights pursuant to this Agreement, but shall not include any other lines over which UP/SP grants

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BNSF trackage rights ("Overhead Trackage Rights") solely (i) to facilitate the parties' operation over Trackage Rights Lines, (ii) to permit BNSF's operation between a mutually-agreed upon BNSF junction point and points listed or described in Section 8(i) of this Agreement, or (iii) to permit BNSF's operation between a mutually-agreed upon BNSF junction point and a build-in/build-out line pursuant to Sections 4(a), 6(c) and 8(l) of this Agreement. The mutually-agreed upon junction point will be selected with the objective of minimizing the operating inconvenience to UP, consistent with ensuring that BNSF can provide competitive service. BNSF acknowledges that it shall not have the right to serve any existing or New Shipper Facility on a line over which BNSF has been granted Overhead Trackage Rights unless such right is specified in this Agreement or in any agreement implementing the Overhead Trackage Rights or unless BNSF has the right to serve a build-in/build-out line on such Overhead Trackage Rights line pursuant to the CMA Agreement or the conditions imposed on the UP/SP merger. All Overhead Trackage Rights Lines, as of the date of the execution hereof, are listed in Exhibit F to this Agreement, which exhibit may be amended and replaced from time to time by a new exhibit signed and dated by the parties. New Shipper Facilities shall be deemed to be "on" a Trackage Rights Line if the facility is either (1) adjacent to a Trackage Rights Line or (2) adjacent to a spur, an industrial track, or a yard that is itself served by such Trackage Rights Line. New Shipper Facilities are not "on" a Trackage Rights Line if they can be accessed only via a 49 U.S.C. 10901 "line of railroad" which is not a Trackage Rights Line.

Transload Facilities shall mean Shipper Facilities other than automotive or intermodal facilities or team tracks where freight is transferred from one railcar to another or from one mode to another (short term incidental storage may also occur) as defined by the STB in its decisions

in Finance Docket No. 32760. An “Existing Transload Facility” is a Transload Facility which was in existence on September 25, 1995.

1. **Western Trackage Rights**

(a) UP/SP shall grant to BNSF trackage rights on the following lines:

- SP’s line between Denver, CO and Salt Lake City, UT;
- UP’s line between Salt Lake City and Ogden, UT;
- SP’s line between Ogden and Little Mountain, UT;
- UP’s line between Salt Lake City and Alazon, NV;
- UP’s and SP’s lines between Alazon and Weso, NV;
- SP’s line between Weso, and Oakland, CA via SP’s line between Sacramento, CA and Oakland referred to as the “Cal-P” (subject to traffic restrictions as set forth in Section 1(g));
- Overhead Trackage Rights on SP's line between Binney Junction, CA and Roseville, CA in the vicinity of SP MP 106.6;
- SP’s line between Elvas (Elvas Interlocking) and Stockton, CA (subject to traffic restrictions as set forth in Section 1(g) and also excluding any trains moving over the line between Bieber and Keddie, CA purchased by BNSF pursuant to Section 2(a) of this Agreement);
- UP’s line between Weso and Stockton, CA; and
- SP’s line between Oakland and San Jose, CA.

(b) The trackage rights granted under this section shall be bridge rights for the movement of overhead traffic only, except for the local access specified herein. BNSF shall receive access on such lines only to (i) “2-to-1” Shipper Facilities and Existing Transload

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Facilities at points listed on Exhibit A to this Agreement, (ii) any New Shipper Facilities located subsequent to UP's acquisition of control of SP at points listed on Exhibit A to this Agreement, and (iii) any New Shipper Facilities located subsequent to UP's acquisition of control of SP on the Trackage Rights Lines. BNSF shall also have the right to establish and exclusively serve intermodal and auto facilities at points listed on Exhibit A to this Agreement and at points identified or described in Section 8(i) of this Agreement. BNSF shall also receive the right to interchange with: the BHP Nevada Railroad Company at Shafter, NV; the Utah Railway Company at Utah Railway Junction, UT; Grand Junction, CO; and Provo, UT; the Utah Central Railway Company at Ogden; the Salt Lake, Garfield and Western at Salt Lake City; and the Salt Lake City Southern Railroad Company at Salt Lake City. BNSF shall also receive the right to utilize in common with UP/SP, for normal and customary charges, SP's soda ash Transload Facilities in Ogden and Salt Lake City. BNSF shall also have the right to access any shipper-owned soda ash Transload Facilities in Ogden and Salt Lake City and to establish its own soda ash Transload Facilities along the Trackage Rights Lines. BNSF shall have the same access as UP to all "2-to-1" Shipper Facilities and "2-to-1" Points between Salt Lake City, UT, and SP MP 755.1 north of Woods Cross, UT.

(c) Access to Shipper Facilities at points listed on Exhibit A to this Agreement open to BNSF shall be direct or through reciprocal switch, or, with UP/SP's prior agreement, through a third party contractor. Access to New Shipper Facilities open to BNSF on the Trackage Rights Lines shall be (i) direct; (ii) with UP/SP's prior agreement, through haulage for the shortest period of time necessary to allow BNSF to establish its own direct operating access after initiating service to a New Shipper Facility, but not to exceed the later to occur of 90 days or the date upon which UP completes the construction of and accepts for service any connections,

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sidings or other support facilities to be paid for by BNSF that UP is then obligated to construct pursuant to this Agreement or the trackage rights agreements executed pursuant to Section 9(f) of this Agreement; (iii) with UP/SP's prior agreement, reciprocal switching where, at the time BNSF service is to commence, UP/SP already provides reciprocal switching on the portion of the Trackage Rights Line upon which the turnout to the facility is to be located; or (iv) with UP/SP's prior agreement, the use of a third party contractor; PROVIDED, HOWEVER, that it shall be UP/SP's sole decision whether BNSF's service will be provided by either haulage or reciprocal switching; and PROVIDED, FURTHER, that in no case shall UP/SP be required to initiate any new local service or increase its level of service to accommodate the level of service proposed by BNSF. New Shipper Facilities open to BNSF under this Agreement shall be open to both UP/SP and BNSF, subject to the terms of Section 9(c)(v) of this Agreement. The geographic limits within which (x) New Shipper Facilities shall be open to BNSF service at points listed on Exhibit A to this Agreement and (y) BNSF shall have the right to establish and exclusively serve intermodal and auto facilities at points listed in Section 8(i) of and on Exhibit A to this Agreement shall generally correspond to the territory within which, prior to the merger of UP and SP, a new shipper or receiver could have constructed a facility that would have been open to service by both UP and SP either directly or through reciprocal switch. Where switching districts have been established, such districts (as described in Section 9(g)) shall be presumed to establish these geographic limitations.

(d) At least forty-five (45) days before initiating service to (i) a Shipper Facility open to BNSF at a point listed or described on Exhibit A to or in Section 8(i) of this Agreement, or (ii) any New Shipper Facility on a Trackage Rights Line, BNSF shall notify UP of its election, subject to Section 1(c) above, of the manner by which it proposes such service be provided and

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the specifics of its operating plan over UP/SP trackage. Within thirty (30) days of its receipt of BNSF's proposed operating plan, UP shall notify BNSF of its approval or disapproval of BNSF's plan. UP's approval of such plan shall not be unreasonably withheld. In the event UP disapproves of BNSF's proposed plan, UP shall provide an explanation in writing to BNSF of its reasons for disapproval, and UP shall propose an alternative operating plan that would be acceptable to UP and also be no more onerous than the operating plan that UP would establish for service provided by UP. If UP approves BNSF's plan but establishes conditions on that approval, those conditions shall be set forth in writing and shall be no more onerous than UP would establish for service provided by UP. BNSF shall have the right, upon one hundred eighty (180) days' prior written notice to UP/SP, to change its election; PROVIDED, HOWEVER, that BNSF shall not change any such election more often than once every five (5) years. BNSF shall reimburse UP/SP for any costs incurred by UP/SP in connection with any changed election.

(e) For Reno area intermodal traffic, BNSF may use SP's intermodal ramp at Sparks, NV with UP/SP providing intermodal terminal services to BNSF for normal and customary charges. If expansion of SP's Sparks intermodal facility is required to accommodate the combined needs of UP/SP and BNSF, then the parties shall share in the cost of such expansion on a pro rata basis allocated on the basis of the relative number of lifts for each party in the 12-month period preceding the date construction begins. If for any reason UP/SP vacates its Sparks intermodal facility, BNSF (i) may vacate the facility and independently establish one of its own, or (ii) shall be permitted by UP/SP to continue to occupy the Sparks facility upon entry into an agreement with UP/SP containing normal and customary terms and conditions (including, without limitation, rental) for the use of similar facilities. If UP elects to offer the Sparks intermodal ramp property for sale to a third party and/or receives an offer UP is willing to accept,

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UP will offer to sell the property to BNSF on the same terms and conditions as are applicable to the third party. BNSF shall have thirty (30) days in which to advise UP whether or not it will buy the property on those terms. In the event BNSF declines to buy the property on those terms or fails to advise UP of its intentions within thirty (30) days, BNSF's right of first refusal will be extinguished, and UP may sell the property to the third party. BNSF will then be required to vacate the property within six (6) months, and UP's obligation to furnish BNSF with intermodal terminal services and access to a UP intermodal facility in the Sparks/Reno area will be extinguished.

(f) Except as otherwise herein provided, the trackage rights and access rights granted pursuant to this section shall be for rail traffic of all kinds, carload and intermodal, for all commodities.

(g) BNSF may operate only the following trains on SP's "Cal-P" line between Sacramento and Oakland: (i) intermodal and automotive trains composed of over ninety percent (90%) multi-level automobile equipment and/or flat cars carrying trailers and containers in single or double stack configuration and (ii) one overhead through manifest train of carload business per day in each direction. These BNSF manifest trains may be either I-5 Corridor or Central Corridor trains. On the Donner Pass line between Sacramento and Weso, BNSF may operate only intermodal and automotive trains as described in clause (i) and one overhead through manifest train of carload business per day in each direction. The manifest trains must be equipped with adequate motive power to achieve the same horsepower per trailing ton as comparable UP/SP manifest trains. BNSF may use helpers on these trains only if comparable UP/SP manifest trains use helpers; BNSF must provide the helper service. The restrictions set forth in this section do not apply to local trains serving Shipper Facilities to which BNSF has

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access on the identified lines, and such trains shall not be considered in determining whether BNSF is in compliance with such restrictions. If UP grants its prior concurrence, BNSF's overhead through manifest trains shall be allowed to set out and pick up traffic to or from intermediate points on the identified lines.

(h) At BNSF's request, UP/SP shall provide train and engine crews and required support personnel and services in accordance with UP/SP's operating practices necessary to handle BNSF trains moving between Salt Lake City and Oakland. UP/SP shall be reimbursed for providing such employees on a cost plus reasonable additives basis and for any incremental cost associated with providing employees such as lodging or crew transportation expense. BNSF must also give UP/SP reasonable advance notice of its need for employees in order to allow UP/SP time to have adequate trained crews available. All UP/SP employees engaged in or connected with the operation of BNSF's trains shall, solely for purposes of standard joint facility liability, be deemed to be "sole employees" of BNSF. If UP/SP adds to its labor force to comply with a request or requests from BNSF to provide employees, then BNSF shall be responsible for any labor protection, guarantees or reserve board payments for such incremental employees resulting from any change in BNSF operations or traffic levels.

(i) UP/SP agree that their affiliate Central California Traction Company shall be managed and operated so as to provide BNSF non-discriminatory access to industries on its line on the same and no less favorable basis as provided UP and SP.

(j) If BNSF desires to operate domestic high cube double stacks over Donner Pass, then BNSF shall be responsible to pay for the cost of achieving required clearances. UP/SP shall pay BNSF one-half of the original cost of any such work funded by BNSF (including per annum interest thereon calculated in accordance with section 9(c)(v) of this Agreement) if UP/SP

subsequently decides to begin moving domestic high cube double stacks over this route. If UP/SP initiates and funds the clearance program, then BNSF shall pay one half of the original cost (including per annum interest thereon calculated in accordance with section 9(c)(v) of this Agreement) at such time as BNSF begins to use the line for domestic high cube double stacks.

(k) BNSF agrees to waive its right under Section 9 of the Agreement dated April 13, 1995, and agreements implementing that agreement to renegotiate certain compensation terms of such agreement in the event of a merger, consolidation or common control of SP by UP. BNSF also agrees to waive any restrictions on assignment in the 1990 BN-SP agreement covering trackage rights between Kansas City and Chicago.

2. **I-5 Corridor**

(a) UP/SP shall sell to BNSF UP's line between Bieber and Keddie, CA. UP/SP shall retain the right to use the portion of this line between MP 0 and MP 2 for the purpose of turning equipment. UP/SP shall pay BNSF a normal and customary trackage rights charge for this right.

(b) BNSF shall grant UP/SP overhead trackage rights on BN's line between Chemult and Bend, OR for rail traffic of all kinds, carload and intermodal, for all commodities.

(c) The parties will, under the procedures established in Section 9(f) of this Agreement, establish a proportional rate agreement incorporating the terms of the "Term Sheet for UP/SP-BNSF Proportional Rate Agreement Covering I-5 Corridor" attached hereto as Exhibit B.

3. **Southern California Access**

(a) UP/SP shall grant access to BNSF to serve all "2-to-1" Shipper Facilities in Southern California at the points listed on Exhibit A to this Agreement.

(b) UP/SP shall grant to BNSF trackage rights on the following lines:

- UP's line between Riverside and Ontario, CA; and

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- UP's line between Basta, CA and Fullerton and La Habra, CA.

(c) The trackage rights granted under this section shall be bridge rights for the movement of overhead traffic only, except for the local access specified herein. BNSF shall receive access on such lines only to (i) "2-to-1" Shipper Facilities and Existing Transload Facilities at points listed on Exhibit A to this Agreement, (ii) any New Shipper Facility located subsequent to UP's acquisition of control of SP at points listed on Exhibit A to this Agreement, and (iii) any New Shipper Facility located subsequent to UP's acquisition of control of SP on the Trackage Rights Lines. BNSF shall also have the right to establish and exclusively serve intermodal and auto facilities at points listed on Exhibit A to this Agreement and at points identified or described in Section 8(i) of this Agreement.

(d) Access to Shipper Facilities at points listed on Exhibit A to this Agreement open to BNSF shall be direct or through reciprocal switch, or, with UP/SP's prior agreement, through a third party contractor. Access to New Shipper Facilities open to BNSF on the Trackage Rights Lines shall be (i) direct; (ii) with UP/SP's prior agreement, through haulage for the shortest period of time necessary to allow BNSF to establish its own direct operating access after initiating service to a New Shipper Facility, but not to exceed the later to occur of 90 days or the date upon which UP completes the construction of and accepts for service any connections, sidings or other support facilities to be paid for by BNSF that UP is then obligated to construct pursuant to this Agreement or the trackage rights agreements executed pursuant to Section 9(f) of this Agreement; (iii) with UP/SP's prior agreement, reciprocal switching where, at the time BNSF service is to commence, UP/SP already provides reciprocal switching on the portion of the Trackage Rights Line upon which the turnout to the facility is to be located; or (iv) with UP/SP's prior agreement the use of a third party contractor; PROVIDED, HOWEVER, that it shall be

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UP/SP's sole decision whether BNSF's service will be provided by either haulage or reciprocal switching; and PROVIDED, FURTHER, that in no case shall UP/SP be required to initiate any new local service or increase its level of service to accommodate the level of service proposed by BNSF. New Shipper Facilities open to BNSF under this Agreement shall be open to both UP/SP and BNSF, subject to the terms of Section 9(c)(v) of this Agreement. The geographic limits within which (x) New Shipper Facilities shall be open to BNSF service at points listed on Exhibit A to this Agreement and (y) BNSF shall have the right to establish and exclusively serve intermodal and auto facilities at points listed in Section 8(i) of and on Exhibit A to this Agreement shall generally correspond to the territory within which, prior to the merger of UP and SP, a new shipper or receiver could have constructed a facility that would have been open to service by both UP and SP either directly or through reciprocal switch. Where switching districts have been established, such districts (as described in Section 9(g)) shall be presumed to establish these geographic limitations.

(e) BNSF shall grant UP/SP overhead trackage rights on Santa Fe's line between Barstow (including both legs of the wye) and Mojave, CA.

(f) Except as otherwise provided herein, the trackage rights and access rights granted pursuant to this section shall be for rail traffic of all kinds, carload and intermodal, for all commodities.

(g) UP/SP shall work with BNSF to facilitate access by BNSF to the Ports of Los Angeles and Long Beach, CA. Other than as legally precluded, UP/SP shall (a) extend the term of the present agreement dated November 21, 1981, to continue until completion of Alameda Corridor, (b) amend that agreement to apply to all carload and intermodal traffic, and (c) grant BNSF the right to invoke such agreement to provide loop service utilizing UP's and Santa Fe's

lines to the Ports at BNSF's option to allow for additional operating capacity. UP/SP's commitment is subject to available capacity. Any incremental capacity related projects necessary to accommodate BNSF traffic shall be the sole responsibility of BNSF.

(h) At least forty-five (45) days before initiating service to (i) a Shipper Facility open to BNSF at a point listed or described on Exhibit A to or in Section 8(i) of this Agreement, or (ii) any New Shipper Facility on a Trackage Rights Line, BNSF shall notify UP of its election, subject to Section 3(d) above, of the manner by which it proposes such service be provided and the specifics of its operating plan over UP/SP trackage. Within thirty (30) days of its receipt of BNSF's proposed operating plan, UP shall notify BNSF of its approval or disapproval of BNSF's plan. UP's approval of such plan shall not be unreasonably withheld. In the event UP disapproves of BNSF's proposed plan, UP shall provide an explanation in writing to BNSF of its reasons for disapproval, and UP shall propose an alternative operating plan that would be acceptable to UP and also be no more onerous than the operating plan that UP would establish for service provided by UP. If UP approves BNSF's plan but establishes conditions on that approval, those conditions shall be set forth in writing and shall be no more onerous than UP would establish for service provided by UP. BNSF shall have the right, upon one hundred eighty (180) days' prior written notice to UP/SP, to change its election; PROVIDED, HOWEVER, that BNSF shall not change any such election more often than once every five (5) years. BNSF shall reimburse UP/SP for any costs incurred by UP/SP in connection with any changed election.

4. **South Texas Trackage Rights and Purchase**

- (a) UP/SP shall grant to BNSF trackage rights on the following lines:
- UP's line between Ajax and San Antonio, TX;

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- UP's line between Houston (Algoa) and Brownsville, TX (with parity and equal access to the Mexican border crossing at Brownsville);
- UP's line between Odem and Corpus Christi, TX;
- UP's line between Ajax and Sealy, TX;
- SP's line between San Antonio and Eagle Pass, TX (with parity and equal access to the Mexican border crossing at Eagle Pass);
- UP's line between Craig Junction and SP Junction, TX (Tower 112) via Track No. 2 through Fratt, TX;
- SP's line between SP Junction (Tower 112) and Elmendorf, TX;
- SP's line in San Antonio between SP Tower 105 and SP Junction (Tower 112);
- Overhead Trackage Rights on SP's Port Lavaca Branch, between Placedo and Port Lavaca, TX, for the purpose of reaching a point of build-in/build-out to/from Union Carbide Corporation's ("UCC") facility at North Seadrift, TX. UP/SP shall permit BN/Santa Fe or UCC to construct and connect to the Port Lavaca Branch, at their expense, a build-in/build-out line. BN/Santa Fe or UCC shall have the right to purchase for net liquidation value all or any part of the Port Lavaca Branch that UP/SP may abandon;
- UP's line between Kerr (connection to Georgetown RR) and Taylor, TX;
- Overhead Trackage Rights on UP's line between Round Rock and McNeil, TX for the purpose of interchanging with the Capital Metro Transit Authority, its successors or agent;

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- UP's line between Temple and Waco, TX;
- UP's line between Temple and Taylor, TX;
- UP's line between Taylor and Smithville, TX; and
- SP's line between El Paso and Sierra Blanca, TX.

(b) The trackage rights granted under this section shall be bridge rights for the movement of overhead traffic only, except for the local access specified herein. BNSF shall receive access on such lines only to (i) "2-to-1" Shipper Facilities and Existing Transload Facilities at points listed on Exhibit A to this Agreement and City Public Service Board of San Antonio, Texas Elmendorf facilities listed on Exhibit A to this Agreement, (ii) any New Shipper Facility located subsequent to UP's acquisition of control of SP at points listed on Exhibit A to this Agreement, and (iii) any New Shipper Facility located subsequent to UP's acquisition of control of SP on the Trackage Rights Lines. BNSF shall also have the right to establish and exclusively serve intermodal and auto facilities at points listed on Exhibit A to this Agreement and at points identified or described in Section 8(i) of this Agreement. BNSF shall also have the right to interchange with: the Texas Mexican Railway Company at Corpus Christi and Robstown, TX; the Georgetown Railroad at Kerr; Transportacion Ferroviaria Mexicana ("TFM") at Brownsville (Matamoros, Mexico); Ferrocarril Mexicano ("FXE") at Eagle Pass; and the operator of SP's former line between Giddings and Llano at McNeil, TX. BNSF's access and interchange rights at Corpus Christi and Brownsville shall be at least as favorable as SP had on September 25, 1995. BNSF shall have direct access to the Port of Brownsville, the Brownsville and Rio Grande International Railroad, and the TFM. UP will designate a yard in Brownsville for sale to BNSF at such time as BNSF establishes its own trackage rights operations into Brownsville and at such time as the connection between UP and SP as a part of the Brownsville

relocation project is completed. In the event UP/SP determines to cease operations in the SP East Yard at San Antonio, TX, UP/SP will give first consideration to BNSF for taking over operation of the East Yard pursuant to a mutually-agreeable arrangement.

(c) Access to Shipper Facilities at points listed on Exhibit A to this Agreement open to BNSF shall be direct or through reciprocal switch, or, with UP/SP's prior agreement, through a third party contractor. Access to New Shipper Facilities open to BNSF on the Trackage Rights Lines shall be (i) direct; (ii) with UP/SP's prior agreement, through haulage for the shortest period of time necessary to allow BNSF to establish its own direct operating access after initiating service to a New Shipper Facility, but not to exceed the later to occur of 90 days or the date upon which UP completes the construction of and accepts for service any connections, sidings or other support facilities to be paid for by BNSF that UP is then obligated to construct pursuant to this Agreement or the trackage rights agreements executed pursuant to Section 9(f) of this Agreement; (iii) with UP/SP's prior agreement, reciprocal switching where, at the time BNSF service is to commence, UP/SP already provides reciprocal switching on the portion of the Trackage Rights Line upon which the turnout to the facility is to be located; or (iv) with UP/SP's prior agreement, the use of a third party contractor; PROVIDED, HOWEVER, that it shall be UP/SP's sole decision whether BNSF's service will be provided by either haulage or reciprocal switching; and PROVIDED, FURTHER, that in no case shall UP/SP be required to initiate any new local service or increase its level of service to accommodate the level of service proposed by BNSF. New Shipper Facilities open to BNSF under this Agreement shall be open to both UP/SP and BNSF, subject to Section 9(c)(v) of this Agreement. The geographic limits within which (x) New Shipper Facilities shall be open to BNSF service at points listed on Exhibit A to this Agreement and (y) BNSF shall have the right to establish and exclusively serve intermodal and

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auto facilities at points listed in Section 8(i) of and on Exhibit A to this Agreement shall generally correspond to the territory within which, prior to the merger of UP and SP, a new shipper or receiver could have constructed a facility that would have been open to service by both UP and SP either directly or through reciprocal switch. Where switching districts have been established, such districts (as described in Section 9(g)) shall be presumed to establish these geographic limitations.

(d) At least forty-five (45) days before initiating service to (i) a Shipper Facility open to BNSF at a point listed or described on Exhibit A to or in Section 8(i) of this Agreement, or (ii) any New Shipper Facility on a Trackage Rights Line, BNSF shall notify UP of its election, subject to Section 4(c) above, of the manner by which it proposes such service be provided and the specifics of its operating plan over UP/SP trackage. Within thirty (30) days of its receipt of BNSF's proposed operating plan, UP shall notify BNSF of its approval or disapproval of BNSF's plan. UP's approval of such plan shall not be unreasonably withheld. In the event UP disapproves of BNSF's proposed plan, UP shall provide an explanation in writing to BNSF of its reasons for disapproval, and UP shall propose an alternative operating plan that would be acceptable to UP and also be no more onerous than the operating plan that UP would establish for service provided by UP. If UP approves BNSF's plan but establishes conditions on that approval, those conditions shall be set forth in writing and shall be no more onerous than UP would establish for service provided by UP. BNSF shall have the right, upon one hundred eighty (180) days' prior written notice to UP/SP, to change its election; PROVIDED, HOWEVER, that BNSF shall not change any such election more often than once every five (5) years. BNSF shall reimburse UP/SP for any costs incurred by UP/SP in connection with any changed election.

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(e) Except as otherwise provided herein, the trackage rights and access rights granted pursuant to this section shall be for rail traffic of all kinds, carload and intermodal, for all commodities.

(f) In lieu of BNSF's conducting actual trackage rights operations between Houston, Corpus Christi, Harlingen and Brownsville, TX (including TFM interchange), UP/SP agrees, upon request by BNSF, to handle BNSF's business on a haulage basis for the fee called for by Section 8(m) of this Agreement. UP/SP shall accept, handle, switch and deliver traffic moving under haulage without any discrimination in promptness, quality of service, or efficiency in favor of comparable traffic moving in UP/SP's account.

(g) UP/SP shall sell to BNSF UP's line between Dallas and Waxahachie, TX with UP retaining trackage rights to exclusively serve local industries on the Dallas-Waxahachie line.

(h) Upon the effectiveness of the trackage rights to Eagle Pass under this section, BNSF's right to obtain haulage services from UP/SP to and from Eagle Pass pursuant to the agreement between BNSF and SP dated April 13, 1995 and subsequent haulage agreement between those parties shall no longer apply, provided BNSF shall continue to have the right to use trackage at or near Eagle Pass as specified in that agreement for use in connection with trackage rights under this Agreement.

5. Eastern Texas - Louisiana Trackage Rights and Purchase

(a) UP/SP shall grant to BNSF trackage rights on the following lines:

- SP's line between Houston and Iowa Junction in Louisiana, which trackage rights have been amended by the Term Sheet Agreement and the TX-LA Line Sale Agreement implementing UP's and BNSF's joint ownership of SP's line between Dawes, TX and Avondale, LA;

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- SP's line between Beaumont and Port Arthur, TX;
- SP's line between Dayton and Baytown and East Baytown, TX;
- SP's Channelview Spur which connects to the SP's line between Houston and Iowa Junction near Sheldon, TX for the purpose, inter alia, of reaching a point of build-in/build-out to/from the facilities of Lyondell Petrochemical Company and Arco Chemical Company at Channelview, TX. UP/SP shall permit BN/Santa Fe or one or both shippers to construct and connect to SP's Channelview Spur, at their expense, a build-in/build-out line. BN/Santa Fe or the shippers shall have the right to purchase for net liquidation value all or any part of the Channelview Spur that UP/SP may abandon;
- SP's line between Mallard Junction and Harbor, LA;
- SP's line near Avondale (SP MP 14.94 and West Bridge Junction (SP MP 9.97);
- UP's Main Line No. 1 from UP MP 14.29 to MP 14.11 including crossover to SP's main line and UP's MP 10.38 to MP 10.2; and
- UP's line between West Bridge Junction (UP MP 10.2) and UP's Westwego, LA intermodal facility (approximately UP MP 9.2).

(b) The trackage rights granted under this section shall be bridge rights for the movement of overhead traffic only, except for the local access specified herein. BNSF shall receive access on such lines only to (i) "2-to-1" Shipper Facilities and Existing Transload Facilities at points listed on Exhibit A to this Agreement, (ii) any New Shipper Facility located subsequent to UP's acquisition of control of SP at points listed on Exhibit A to this Agreement,

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and (iii) any New Shipper Facility located subsequent to UP's acquisition of control of SP on the Trackage Rights Lines. BNSF shall also have the right to establish and exclusively serve intermodal and auto facilities at points listed on Exhibit A to this Agreement and at points identified or described in Section 8(i) of this Agreement. BNSF shall also have the right to handle traffic of shippers open to all of UP, SP and KCS at Lake Charles, Rose Bluff and West Lake, LA, and traffic of shippers open to SP and KCS at West Lake Charles. BNSF shall also have the right to interchange with: the Acadiana Railway Company at Crowley, LA; and the Louisiana & Delta Railroad, Inc. at Lafayette, Raceland and Schreiver, LA. BNSF shall also have the right to interchange with and have access over the New Orleans Public Belt Railroad at West Bridge Junction, LA.

(c) Access to Shipper Facilities at points listed on Exhibit A to this Agreement open to BNSF shall be direct or through reciprocal switch, or, with UP/SP's prior agreement, through a third party contractor. Access to New Shipper Facilities open to BNSF on the Trackage Rights Lines shall be (i) direct; (ii) with UP/SP's prior agreement, through haulage for the shortest period of time necessary to allow BNSF to establish its own direct operating access after initiating service to a New Shipper Facility, but not to exceed the later to occur of 90 days or the date upon which UP completes the construction of and accepts for service any connections, sidings or other support facilities to be paid for by BNSF that UP is then obligated to construct pursuant to this Agreement or the trackage rights agreements executed pursuant to Section 9(f) of this Agreement; (iii) with UP/SP's prior agreement reciprocal switching where, at the time BNSF service is to commence, UP/SP already provides reciprocal switching on the portion of the Trackage Rights Line upon which the turnout to the facility is to be located; or (iv) with UP/SP's prior agreement, the use of a third party contractor; PROVIDED, HOWEVER, that it shall be

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UP/SP's sole decision whether BNSF's service will be provided by either haulage or reciprocal switching; and PROVIDED, FURTHER, that in no case shall UP/SP be required to initiate any new local service or increase its level of service to accommodate the level of service proposed by BNSF. New Shipper Facilities open to BNSF under this Agreement shall be open to both UP/SP and BNSF, subject to the terms of Section 9(c)(v) of this Agreement. The geographic limits within which (x) New Shipper Facilities shall be open to BNSF service at points listed on Exhibit A to this Agreement and (y) BNSF shall have the right to establish and exclusively serve intermodal and auto facilities at points listed in Section 8(i) of and on Exhibit A to this Agreement shall generally correspond to the territory within which, prior to the merger of UP and SP, a new shipper or receiver could have constructed a facility that would have been open to service by both UP and SP either directly or through reciprocal switch. Where switching districts have been established, such districts (as described in Section 9(g)) shall be presumed to establish these geographic limitations.

(d) At least forty-five (45) days before initiating service to (i) a Shipper Facility open to BNSF at a point listed or described on Exhibit A to or in Section 8(i) of this Agreement, or (ii) any New Shipper Facility on a Trackage Rights Line, BNSF shall notify UP of its election, subject to Section 5(c) above, of the manner by which it proposes such service be provided and the specifics of its operating plan over UP/SP trackage. Within thirty (30) days of its receipt of BNSF's proposed operating plan, UP shall notify BNSF of its approval or disapproval of BNSF's plan. UP's approval of such plan shall not be unreasonably withheld. In the event UP disapproves of BNSF's proposed plan, UP shall provide an explanation in writing to BNSF of its reasons for disapproval, and UP shall propose an alternative operating plan that would be acceptable to UP and also be no more onerous than the operating plan that UP would establish

for service provided by UP. If UP approves BNSF's plan but establishes conditions on that approval, those conditions shall be set forth in writing and shall be no more onerous than UP would establish for service provided by UP. BNSF shall have the right, upon one hundred eighty (180) days' prior written notice to UP/SP, to change its election; PROVIDED, HOWEVER, that BNSF shall not change any such election more often than once every five (5) years. BNSF shall reimburse UP/SP for any costs incurred by UP/SP in connection with any changed election.

(e) UP/SP shall grant BNSF the right to use SP's Bridge 5A at Houston, Texas.

(f) Except as otherwise provided herein, trackage rights and access rights granted pursuant to this section shall be for rail traffic of all kinds, carload and intermodal, for all commodities.

(g) UP/SP shall sell to BNSF UP's Main Line No. 1 between MP 14.11 and 10.38, UP's Westwego intermodal terminal, SP's old Avondale Yard (together with the fueling and mechanical facilities located thereon) as shown on Exhibit C; and SP's Lafayette Yard.

6. **Houston, TX-Valley Junction, IL Trackage Rights**

(a) UP/SP shall grant to BNSF trackage rights on the following lines:

- SP's line between Houston, TX and Fair Oaks, AR via Cleveland and Pine Bluff, AR;
- UP's line between Fair Oaks and Bridge Junction, AR;
- SP's line between Brinkley and Briark, AR;
- UP's line between Pine Bluff and North Little Rock, AR
- UP's line between Houston and Valley Junction, IL via Palestine, TX;
- SP's line between Fair Oaks and Illmo, MO via Jonesboro, AR and Dexter Junction, MO; and

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- UP's line between Fair Oaks and Bald Knob, AR.

(b) In lieu of conducting actual operations between Pine Bluff and North Little Rock, AR, UP/SP agrees, upon request of BNSF, to handle BNSF's business on a haulage basis for the fee called for by Section 8(m) of this Agreement.

(c) BNSF shall have the right to transport unit coal trains (i) over the Trackage Rights Lines to and from a point of build-in/build-out to and from Entergy Services, Inc.'s plant at White Bluff, AR if and when such a build-in/build-out line is constructed by an entity other than UP/SP to connect such plant with an SP line, and (ii) to and from Entergy Services, Inc.'s plant at White Bluff (1) by entering and exiting the Trackage Rights Lines at Jonesboro and Hoxie, AR, respectively, and/or (2) by utilization of BNSF's line via Memphis, TN.

(d) The trackage rights granted under this section shall be bridge rights for the movement of overhead traffic only, except for the local access specified herein. BNSF shall receive access on such lines only to (i) "2-to-1" Shipper Facilities and Existing Transload Facilities at points listed on Exhibit A to this Agreement, (ii) any New Shipper Facility located subsequent to UP's acquisition of control of SP at points listed on Exhibit A to this Agreement, and (iii) any New Shipper Facility located subsequent to UP's acquisition of control of SP on the Trackage Rights Lines. BNSF shall also have the right to establish and exclusively serve intermodal and auto facilities at points listed on Exhibit A to this Agreement and at points identified or described in Section 8(i) of this Agreement. In addition to the other restrictions and limitations set forth herein, as to UP's and SP's lines between Memphis and Valley Junction, IL: (1) BNSF shall not have the right to enter or exit at intermediate points north of Bald Knob and Fair Oaks, AR; and (2) BNSF traffic is limited to traffic that moves through, originates in, or terminates in Texas or Louisiana. These two restrictions do not apply to traffic moving to or

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from Shipper Facilities in the Houston-Memphis-St. Louis Corridor to which BNSF has access pursuant to this Section 6(d) or Section 8(i) below. The two restrictions also do not apply to the traffic that BNSF is permitted to handle pursuant to the remaining provisions of this Section 6(d), which remains subject to all other conditions and restrictions. BNSF shall also have the right to handle traffic of shippers open to all of UP, SP and KCS at Texarkana, TX/AR, and Shreveport, LA, to and from the Memphis BEA (BEA 73), but not including proportional, combination or Rule 11 rates via Memphis or other points in the Memphis BEA. In the Houston-Memphis-St. Louis corridor, BNSF shall have the right to move some or all of its traffic via trackage rights over either the UP line or the SP line, at its discretion, for operating convenience. BNSF shall also have the right to interchange: with the Little Rock and Western Railway at Little Rock, AR; the Little Rock Port Authority at Little Rock, AR; KCS at Shreveport, LA and Texarkana, TX/AR, for movements of traffic originated by KCS at or delivered by KCS to shippers or receivers at Lake Charles, West Lake, or West Lake Charles, LA; with KCS (y) at Shreveport, LA for movements of loaded and empty coal trains moving to and from Texas Utilities Electric Company's Martin Lake generating station, and (z) at Texarkana, TX/AR for movements of empty coal trains returning from Texas Utilities Electric Company's Martin Lake generating station; and with the Texas Northeastern Railroad at Texarkana, TX for the sole purpose of moving BNSF traffic to and from Shipper Facilities at Defense, TX.

(e) Access to Shipper Facilities at points listed on Exhibit A to this Agreement open to BNSF shall be direct or through reciprocal switch, or, with UP/SP's prior agreement, through a third party contractor. Access to New Shipper Facilities open to BNSF on the Trackage Rights Lines shall be (i) direct; (ii) with UP/SP's prior agreement, through haulage for the shortest period of time necessary to allow BNSF to establish its own direct operating access after

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initiating service to a New Shipper Facility, but not to exceed the later to occur of 90 days or the date upon which UP completes the construction of and accepts for service any connections, sidings or other support facilities to be paid for by BNSF that UP is then obligated to construct pursuant to this Agreement or the trackage rights agreements executed pursuant to Section 9(f) of this Agreement; (iii) with UP/SP's prior agreement, reciprocal switching where, at the time BNSF service is to commence, UP/SP already provides reciprocal switching on the portion of the Trackage Rights Line upon which the turnout to the facility is to be located; or (iv) with UP/SP's prior agreement, the use of a third party contractor; PROVIDED, HOWEVER, that it shall be UP/SP's sole decision whether BNSF's service will be provided by either haulage or reciprocal switching; and PROVIDED, FURTHER, that in no case shall UP/SP be required to initiate any new local service or increase its level of service to accommodate the level of service proposed by BNSF. New Shipper Facilities open to BNSF under this Agreement shall be open to both UP/SP and BNSF, subject to the terms of Section 9(c)(v) of this Agreement. The geographic limits within which (x) New Shipper Facilities shall be open to BNSF service at points listed on Exhibit A to this Agreement and (y) BNSF shall have the right to establish and exclusively serve intermodal and auto facilities at points listed in Section 8(i) of and on Exhibit A to this Agreement shall generally correspond to the territory within which, prior to the merger of UP and SP, a new shipper or receiver could have constructed a facility that would have been open to service by both UP and SP either directly or through reciprocal switch. Where switching districts have been established, such districts (as described in Section 9(g)) shall be presumed to establish these geographic limitations.

(f) At least forty-five (45) days before initiating service to (i) a Shipper Facility open to BNSF at a point listed or described on Exhibit A to or in Section 8(i) of this Agreement, or (ii)

any New Shipper Facility on a Trackage Rights Line, BNSF shall notify UP of its election, subject to Section 6(e) above, of the manner by which it proposes such service be provided and the specifics of its operating plan over UP/SP trackage. Within thirty (30) days of its receipt of BNSF's proposed operating plan, UP shall notify BNSF of its approval or disapproval of BNSF's plan. UP's approval of such plan shall not be unreasonably withheld. In the event UP disapproves of BNSF's proposed plan, UP shall provide an explanation in writing to BNSF of its reasons for disapproval, and UP shall propose an alternative operating plan that would be acceptable to UP and also be no more onerous than the operating plan that UP would establish for service provided by UP. If UP approves BNSF's plan but establishes conditions on that approval, those conditions shall be set forth in writing and shall be no more onerous than UP would establish for service provided by UP. BNSF shall have the right, upon one hundred eighty (180) days' prior written notice to UP/SP, to change its election; PROVIDED, HOWEVER, that BNSF shall not change any such election more often than once every five (5) years. BNSF shall reimburse UP/SP for any costs incurred by UP/SP in connection with any changed election.

(g) Except as otherwise provided herein, the trackage rights and access rights granted pursuant to this section shall be for rail traffic of all kinds, carload and intermodal, for all commodities.

(h) BNSF shall grant to UP/SP overhead trackage rights on BN's line between West Memphis and Presley Junction, AK. UP/SP shall be responsible for upgrading this line as necessary for its use. If BNSF uses this line for overhead purposes to connect its line to the trackage rights lines, BNSF shall share in one-half of the upgrading cost.

7. St. Louis Area Coordinations

(a) UP/SP agree to cooperate with BNSF to facilitate efficient access by BNSF to other carriers at and through St. Louis via The Alton & Southern Railway Company ("A&S"). If

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BNSF requests, UP/SP agree to construct or cause to be constructed for the use of both BNSF and UP/SP a faster connection between the BN and UP lines at Grand Avenue in St. Louis, MO and a third track from Grand Avenue to near Gratiot Street Tower at the sole cost and expense of BNSF. Upon completion of such construction, UP/SP shall grant to BNSF overhead trackage rights on UP's line between Grand Avenue and Gratiot Street.

(b) UP wishes to secure dispatching authority for the MacArthur Bridge across the Mississippi River at St. Louis. Dispatching is currently controlled by the Terminal Railroad Association of St. Louis ("TRRA"). BNSF agrees that it will cause its interest on the TRRA Board or any shares it owns in the TRRA to be voted in favor of transferring dispatching control of the MacArthur Bridge to UP if such matter is presented to the TRRA Board or its shareholders for action. Such dispatching shall be performed in a manner to ensure that all users are treated equally.

(c) If BNSF desires to use the A&S Gateway Yard, upon transfer of MacArthur Bridge dispatching to UP, UP/SP shall assure that charges assessed by the A&S to BNSF for use of Gateway Yard are equivalent to those assessed other non-owners of A&S.

(d) UP/SP and BNSF agree to provide each other reciprocal detour rights between Bridge Junction-West Memphis and St. Louis in the event of flooding, subject to the availability of sufficient capacity to accommodate the detour.

(e) UP/SP shall provide BNSF Overhead Trackage Rights over UP/SP's Jefferson City Subdivision between MP 34.8 near Pacific, MO and MP 43.8 near Labadie, MO for the purpose of accessing Ameren UE's facility at Labadie. BNSF shall have the right to serve all "2-to-1" Shipper Facilities, New Shipper Facilities and Existing Transload Facilities at Labadie.

8. **Additional Rights**

(a) UP/SP shall grant BNSF overhead trackage rights on SP's line between Richmond and Oakland, CA for rail traffic of all kinds, carload and intermodal, for all commodities to enable BNSF to connect via SP's line with the Oakland Terminal Railroad ("OTR") and to access the Oakland Joint Intermodal Terminal ("JIT"), or similar public intermodal facility, at such time as the JIT is built. BNSF shall pay 50% of the cost (up to \$2,000,000 maximum) for upgrading to mainline standards and reverse signaling of SP's No. 1 track between Emeryville (MP 8) and Stege, CA (MP 13.1). Compensation for these trackage rights shall be at the rate of 3.48 mills per ton mile for business moving in the "I-5 Corridor," 3.1 mills per ton mile on all other carload and intermodal business, and 3.0 mills per ton mile for bulk business (as defined in Section 9(a) of this Agreement) escalated in accordance with the provisions of Section 12 of this Agreement. UP/SP shall assess no additional charges against BNSF for access to the JIT and the OTR.

(b) BNSF shall waive any payment by UP/SP of the Seattle Terminal 5 access charge.

(c) BNSF shall grant to UP overhead trackage rights on BN's line between Saunders, WI and access to the MERC dock in Superior, WI.

(d) BNSF shall grant UP the right to use the Pokegama connection at Saunders, WI (i.e., the southwest quadrant connection at Saunders including the track between BN MP 10.43 and MP 11.14).

(e) BNSF shall waive SP's requirement to pay any portion of the Tehachapi tunnels clearance improvements pursuant to the 1993 Agreement between Santa Fe and SP.

(f) BNSF shall allow UP to exercise its rights to use the Hyundai lead at Portland Terminal 6 without any contribution to the cost of constructing such lead.

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(g) BNSF shall allow UP/SP to enter or exit SP's Chicago-Kansas City-Hutchinson trackage rights at Buda, Earlville, and west of Edelstein, IL. UP/SP shall be responsible for the cost of any connections required.

(h) BNSF will amend the agreement dated April 13, 1995, between BNSF and SP to allow UP/SP to enter and exit Santa Fe's line solely for the purposes of permitting UP/SP or its agent to pick up and set out interchange business, including reciprocal switch business at Newton, KS, and switching UP industries at that point.

(i) It is the intent of the parties that this Agreement result in the preservation of competition by two rail carriers for (a) all "2-to-1" Shipper Facilities at points listed on Exhibit A to this Agreement and (b) all other shippers who had direct competition or competition by means of siting, transload or build-in/build-out from only UP and SP pre-merger.

The parties recognize that some "2-to-1" Shipper Facilities, Existing Transload Facilities, and New Shipper Facilities at "2-to-1" Points will not be able to avail themselves of BNSF service by virtue of the trackage rights and line sales contemplated by this Agreement. For example, "2-to-1" Shipper Facilities, Existing Transload Facilities, and New Shipper Facilities located at points between Niles Junction and the end of the joint track near Midway (including Livermore, CA, Pleasanton, CA, Radum, CA, and Trevarno, CA), Lyoth, CA, Lathrop, CA, Turlock, CA, South Gate, CA, Tyler, TX, Defense, TX, College Station, TX, Great Southwest, TX, Victoria, TX, Sugar Land, TX, points on the former Galveston, Houston & Henderson Railroad served only by UP and SP, Opelousas, LA and Herington, KS are not accessible under the trackage rights and line sales covered by this Agreement. Accordingly, UP/SP and BNSF agree to enter into arrangements under which, through trackage rights, haulage, ratemaking authority or other mutually acceptable means, BNSF will be able to provide competitive service

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to “2-to-1” Shipper Facilities, Existing Transload Facilities, and New Shipper Facilities at the foregoing points and at other “2-to-1” Points not along a Trackage Rights Line.

(j) BNSF shall have the right to interchange with any short-line railroad which, prior to the Effective Date of this Agreement, could interchange with both UP and SP and no other railroad.

(k) BNSF shall also have the right to interchange with any short-line railroad that constructs a new line to and establishes an interchange on a Trackage Rights Line subsequent to UP's acquisition of control of SP; PROVIDED, HOWEVER, that the short-line railroad must be a Class II or Class III railroad neither owned nor operated by BNSF or any BNSF affiliate. In addition, the new rail line must be either (i) an extension of an existing Class II or Class III carrier that does not connect with UP or (ii) a new Class II or Class III carrier. BNSF shall not be entitled to interchange traffic with a Class II or Class III carrier at such a new interchange on a Trackage Rights Line if the traffic originates or terminates at a Shipper Facility that is now served solely by UP unless the Shipper Facility qualifies as a New Shipper Facility or unless the new line qualifies as a build-in or build-out under this Agreement.

(l) In addition to the right to serve build-in/build-out lines specified in Sections 4(a), 5(a) and 6(c) of this Agreement, BNSF shall have the right to serve a new build-in/build-out line constructed to reach a facility that was, prior to September 11, 1996, solely served by either UP or SP and would be open to two railroad service upon construction of the build-in/build-out line (i) to a point on lines owned by SP on September 11, 1996, in the case of facilities solely served by UP, or (ii) to a point on lines owned by UP on September 11, 1996, in the case of facilities solely served by SP. UP shall grant BNSF Overhead Trackage Rights necessary for BNSF to reach the build-in/build-out line. The routing of such trackage rights shall seek to minimize the

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operating inconvenience to UP, consistent with ensuring that BNSF can provide competitive service.

(m) Where this Agreement authorizes BNSF to utilize haulage to provide service, the fee for such haulage shall be \$.50 per car mile plus a handling charge to cover handling at the haulage junction with BNSF and to or from a connecting railroad or third party contract switcher. The handling charge shall be \$50 per loaded or empty car for intermodal and carload and \$25 per loaded or empty car for unit trains with unit train defined as 67 cars or more of one commodity in one car type moving to a single destination and consignee. UP/SP shall bill BNSF the \$50 per car handling charge for all cars and, upon receipt of appropriate documentation from BNSF demonstrating that business assessed the \$50 per car handling fee was a unit train, adjust prior billings by \$25 per car for each car BNSF demonstrates to have been eligible for the \$25 per car handling charge for unit trains. Where UP/SP is providing reciprocal switching services to BNSF at "2-to-1" Shipper Facilities as provided for in Section 9(i) of this Agreement, the per car handling charge shall not be assessed at the point where such reciprocal switch charge is assessed. The haulage fee and handling charge set forth above as of September 25, 1995, shall be adjusted upwards or downwards in accordance with Section 12 of this Agreement.

(n) In the event, for any reason, any of the trackage rights granted under this Agreement cannot be implemented because of the lack of sufficient legal authority to carry out such grant, then UP/SP shall be obligated to provide an alternative route or routes, or means of access of commercially equivalent utility at the same level of cost to BNSF as would have been provided by the originally contemplated rights.

(o) In the event UP determines to terminate or not renew a lease to an Existing Transload Facility to which BNSF gained access as a result of this Agreement or the conditions

imposed on the UP/SP merger and BNSF has previously entered into a contract to provide transportation services to the Existing Transload Facility, UP shall extend the lease for the remaining period of such transportation contract or for a period not to exceed 24 months, whichever period is shorter.

9. **Trackage Rights - General Provisions**

(a) The compensation for operations under this Agreement shall be set at the levels shown in the following table as subsequently indexed under the 1995 Agreement:

Table I		
Trackage Rights Compensation		
(mills per ton-mile)		
	Keddie-Stockton/Richmond	All Other Lines
Intermodal and Carload	3.48	3.1
Bulk (67 cars or more of one commodity in one car type)	3.0	3.0

These rates shall apply to all equipment moving in a train consist including locomotives. The rates shall be escalated in accordance with the procedures described in Section 12 of this Agreement. The owning line shall be responsible for maintenance of its line in the ordinary course including rail relay and tie replacement. The compensation for such maintenance shall be included in the mills per ton mile rates received by such owning line under this Agreement.

(b) BNSF and UP/SP will conduct a joint inspection to determine necessary connections and sidings or siding extensions associated with connections, necessary to implement the trackage rights granted under this Agreement. The cost of such facilities shall be borne by the party receiving the trackage rights which such facilities are required to implement. Either party shall have the right to cause the other party to construct such facilities. If the owning carrier decides to utilize such facilities constructed by it for the other party, it shall have

the right to do so upon payment to the other party of one-half (½) the original cost of constructing such facilities.

(c) Capital expenditures on the Trackage Rights Lines and on lines over which BNSF is granted Overhead Trackage Rights will be handled as follows:

- (i) UP/SP shall bear the cost of all capacity improvements that are necessary to achieve the benefits of its merger as outlined in the application filed with the ICC for authority for UP to control SP. The operating plan filed by UP/SP in support of the application shall be given presumptive weight in determining what capacity improvements are necessary to achieve these benefits.
- (ii) Any capacity improvements other than those covered by subparagraph (i) above shall be shared by the parties based upon their respective usage of the line in question, except as otherwise provided in subparagraph (iii) below. That respective usage shall be determined by the 12 month period prior to the making of the improvement on a gross ton mile basis.
- (iii) For 18 months following UP's acquisition of control of SP, BNSF shall not be required to share in the cost of any capital improvements under the provision of subparagraph (ii) above.
- (iv) BNSF and UP/SP agree that a capital reserve fund of \$25 million, funded out of the purchase price listed in Section 10 of this Agreement, shall be established. This capital reserve fund shall, with BNSF's prior consent which will not unreasonably be withheld, be drawn down to pay for capital projects on the Trackage Rights Lines that are required to

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accommodate the operations of both UP/SP and BNSF on those lines, but in any event shall not be used for expenditures covered by subparagraph (i) above. Any disputes over whether a project is required to accommodate the operation of both parties shall be referred to binding arbitration under Section 15 of this Agreement.

- (v) If both UP/SP and BNSF intend to serve New Shipper Facilities located subsequent to UP's acquisition of control of SP as authorized by Sections 1(b), 3(c), 4(b), 5(b), 6(d), and 8(i) of this Agreement, they shall share equally in any capital investment in such connections and sidings and siding extensions or other support facilities required by both UP and BNSF to provide rail service to such New Shipper Facility. If only one railroad initially provides such service, the other railroad may elect to provide service at a later date, but only after paying to the railroad initially providing such service 50% of any capital investment (including per annum interest thereon) made by the railroad initially providing rail service to the New Shipper Facility. Per annum interest shall be at a rate equal to the average paid on 90-day Treasury Bills of the United States Government as of the date of completion until the date of use by the other railroad commences. Per annum interest shall be adjusted annually on the first day of the twelfth (12th) month following the date of completion and every year thereafter on such date, based on the percentage increase or decrease, in the average yield of 30-year U.S. Treasury Notes for the prior year compared to their average yield in first year of completion of the

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access to such industry or industries. Each annual adjustment shall be subject, however, to a “cap” (up or down) of two percentage points more or less than the prior year’s interest rate.

(d) Subject to the terms of the Dispatching Protocols attached hereto as Exhibit D and incorporated herein, the management and operation of the lines over which the parties have granted trackage rights to each other pursuant to this Agreement (“Joint Trackage”) shall be under the exclusive direction and control of the owning carrier, and the owning carrier shall have the otherwise unrestricted power to change the management and operations on and over Joint Trackage as in its judgment may be necessary, expedient or proper for the operations thereof intended. Trains of the parties utilizing Joint Trackage shall be given equal dispatch without any discrimination in promptness, quality of service, or efficiency in favor of comparable traffic of the owning carrier. Trains operating in the Houston terminal shall be routed over the most efficient routes as necessary to avoid delays and congestion, even routes over trackage over which the operating carrier has no operating rights.

The owning carrier shall keep and maintain the Joint Trackage at no less than the track standard designated in the current timetable for the applicable lines subject to the separate trackage rights agreement. The parties agree to establish a joint service committee to regularly review operations over the Joint Trackage lines.

In the event the owning carrier determines to sell or remove from service a Joint Trackage line and/or any associated facilities, the owning carrier shall provide the other carrier with reasonable written notice of such determination. Any such sale to a third party shall be expressly made subject to the terms and conditions of this Agreement, and the owning carrier

shall remain responsible as to the obligations imposed on it herein in the event the third party purchaser does not fulfill those obligations.

(e) Each party shall be responsible for any and all costs relating to providing employee protection benefits, if any, to its employees prescribed by law, governmental authority or employee protective agreements where such costs and expenses are attributable to or arise by reason of that party's operation of trains over Joint Trackage. To the extent that it does not violate existing agreements, for a period of three years following acquisition of control of SP by UP, BNSF and UP/SP shall give preference to each other's employees when hiring employees needed to carry out trackage rights operations or operate lines being purchased. The parties shall provide each other with lists of available employees by craft or class to whom such preference shall be granted. Nothing in this Section 9(e) is intended to create an obligation to hire any specific employee.

(f) The trackage rights grants described in this Agreement and the purchase and sale of line segments shall be included in separate trackage rights and line sale agreement documents respectively of the kind and containing such provisions as are normally and customarily utilized by the parties, including exhibits depicting specific rail line segments, and other provisions dealing with maintenance, improvements, and liability, subject to more specific provisions described for each grant and sale contained in this Agreement and the general provisions described in this section. BNSF and UP/SP shall elect which of their constituent railroads shall be a party to each such trackage rights agreement and line sale and shall have the right to assign the agreement among their constituent railroads. The parties shall use their best efforts to complete such agreements by June 1, 1996. If agreement is not reached by June 1, 1996 either party may request that any outstanding matters be resolved by binding arbitration with the

arbitration proceeding to be completed within sixty (60) days of its institution. In the event such agreements are not completed by the date the grants of such trackage rights are to be effective, it is intended that operations under such grants shall be commenced and governed by this Agreement.

(g) All locations referenced herein shall be deemed to include all areas within the switching limits of the location designated by tariff, clarified to the extent necessary by publicly-available information, in effect as of September 25, 1995, and access to such locations shall include the right to locate and serve new auto and intermodal facilities at such locations.

(h) The tenant carrier on the Joint Trackage shall have the right to construct, or have constructed for it, for its sole use exclusively owned or leased facilities, including, without limitation, automobile and intermodal facilities, storage in transit facilities, team tracks and yards along the Joint Trackage pursuant to the following terms and conditions:

- (i) The party wishing to construct such exclusively owned facilities for its sole use shall submit its plans to the other party for its review and approval, which approval shall not be unreasonably withheld or delayed;
- (ii) In the case of the construction of team tracks and ancillary facilities, including loading facilities and necessary track connections, the parties shall work cooperatively with each other to enable such construction;
- (iii) Such exclusively owned or leased and used facilities shall not (i) impair the other party's use of the Joint Trackage, (ii) prevent or unduly hinder the other party's access to existing or future customers or facilities served from the Joint Trackage, or (iii) impair access to other exclusively owned facilities then in existence; and

PUBLIC VERSION

- (iv) If jointly owned or leased and used property is to be used for the construction of such exclusively owned or leased and used facilities, the party so constructing such exclusively owned or leased and used facilities shall reimburse the other party for its ownership of the jointly owned property so utilized at 50% of its then current fair market value. If the tenant carrier uses property of the owning carrier for the construction of exclusively owned or leased and used facilities, the tenant carrier shall reimburse the owning carrier for its ownership of the property at 100% of its then current fair market value.

(i) Where UP/SP provides reciprocal switching services to BNSF under this Agreement, UP/SP will do so at a rate of no more than \$130 per car as of September 25, 1995, adjusted pursuant to Section 12 of this Agreement, and all such reciprocal switching services shall be provided on an impartial basis. In the event BNSF's access to a Shipper Facility pursuant to this Agreement is effected by means of a third party contractor, (i) any associated third party switch fee shall be paid by UP/SP, (ii) BNSF shall pay to UP/SP the applicable reciprocal switch fee established between the parties to this Agreement, and (iii) BNSF shall neither be entitled to become an assignee of UP/SP nor become eligible to enter into a separate agreement with the shipper so served.

(j) It is the intent of the parties that BNSF shall, where sufficient volume exists, be able to utilize its own terminal facilities for traffic handled by BNSF under the terms of this Agreement. These locations include Salt Lake City, Ogden, Brownsville and San Antonio, and other locations where such volume develops. Facilities or portions thereof presently utilized by UP or SP at such locations shall be acquired from UP/SP by lease or purchase at normal and

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customary charges. Upon request of BNSF and subject to availability and capacity, UP/SP shall provide BNSF with terminal support services including fueling, running repairs and switching. UP/SP shall also provide intermodal terminal services at Salt Lake City, Reno, and San Antonio. UP/SP shall be reimbursed for such services at UP's normal and customary charges. Where terminal support services are not required, BNSF shall not be assessed additional charges for train movements through a terminal. BNSF shall also have equal access, along with UP/SP, to all SP Gulf Coast storage in transit facilities ("SIT") (i.e., those SP facilities at Dayton, East Baytown, and Beaumont, TX), on economic terms no less favorable than the terms of UP/SP's access, for storage in transit of traffic handled by BNSF under the terms of this Agreement, including, but not limited to, traffic to or from Shipper Facilities to which BNSF gained access under the terms of this Agreement. UP/SP agree to work with BNSF to locate additional SIT facilities on the Trackage Rights Lines and on lines over which BNSF is granted Overhead Trackage Rights to serve a build-in/build-out line as necessary.

(k) BNSF may, subject to UP/SP's consent, use agents for limited feeder service on the Trackage Rights Lines and on lines over which BNSF is granted Overhead Trackage Rights to serve a build-in/build-out line.

(l) BNSF shall have the right to inspect the UP and SP lines over which it obtains trackage rights under this Agreement and require UP/SP to make such improvements under this section as BNSF deems necessary to facilitate its operations at BNSF's sole expense. Any such inspection must be completed and improvements identified to UP/SP within one year of the effectiveness of the trackage rights.

(m) BNSF shall have the right to connect, for movement in all directions, with its present lines (including existing trackage rights) at points where its present lines (including

existing trackage rights) intersect with Trackage Rights Lines or lines it will purchase pursuant to this Agreement. UP/SP shall have the right to connect, for movement in all directions, with its present lines (including existing trackage rights) at points where its present lines (including existing trackage rights) intersect with lines over which it will receive trackage rights pursuant to this Agreement. BNSF shall also have the right, at the option of the City Public Service Board of San Antonio, TX, to connect for movement to and from Elmendorf, TX, where BNSF's trackage rights granted pursuant to this Agreement intersect at SP Junction (Tower 112) with the existing trackage rights SP has granted to City Public Service Board of San Antonio, TX.

(n) In the event UP/SP institute directional operations over any Trackage Rights Line or on lines over which BNSF is granted Overhead Trackage Rights, (i) UP/SP shall provide BNSF with reasonable notice of the planned institution of such operations and shall adjust, as appropriate, the trackage rights granted to BNSF pursuant to this Agreement so as to avoid impairing BNSF's ability to provide competitive service on a Trackage Rights Line, and (ii) BNSF shall operate in accordance with the flow of traffic established by such directional operation; PROVIDED, HOWEVER, that any rights granted to BNSF as a result of UP/SP's institution of directional operations shall be Overhead Trackage Rights only, and PROVIDED FURTHER that BNSF shall have the right, on any Trackage Rights Line over which directional operations have been instituted (including lines on which BNSF received Overhead Trackage Rights to serve a point listed or described in Section 8(i) of this Agreement or a build-in/build-out line), to operate against the flow of traffic if it is reasonably necessary to do so for BNSF to provide competitive service to shippers on the line which are accessible to BNSF (including service to New Shipper Facilities and build-in/build-out lines) over such line including but not

limited to circumstances where UP operates against the flow of traffic with trains of the same or similar type for the same shipper(s) or for shipper(s) in the same general area.

10. **Compensation for Sale of Line Segments**

(a) BNSF shall pay UP/SP the following amounts for the lines it is purchasing pursuant to this Agreement:

<u>Line Segment</u>	<u>Purchase Price</u>
Keddie-Bieber	\$ 30 million
Dallas-Waxahachie	20 million
Iowa Jct.-Avondale MP 16.9 (includes UP's Westwego intermodal yard; SP's old Avondale yard; and SP's Lafayette yard)	100 million

(b) The purchase shall be subject to the following terms:

- (i) the condition of the lines at closing shall be at least as good as their current conditions as reflected in the current timetable and slow orders (slow orders to be measured by total mileage at each level of speed restrictions).
- (ii) includes track and associated structures together with right-of-way and facilities needed for operations.
- (iii) indemnity for environmental liabilities attributable to UP/SP's prior operations.
- (iv) standard provisions for sales of this nature involving title, liens, encumbrances other than those specifically reserved or provided for by this Agreement.

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- (v) assignment of associated operating agreements (road crossings, crossings for wire and pipelines, etc.). Non-operating agreements shall not be assigned.
- (vi) removal by UP/SP, from a conveyance, within 60 days of the closing of any sale, of any non-operating real property without any reduction in the agreed upon purchase price.
- (vii) the purchase will be subject to easements or other agreements involving telecommunications, fiber optics or pipeline rights or operations in effect at the time of sale.

BNSF shall have the right to inspect the line segments and associated property to be sold and records associated therewith for a period of ninety days from the Effective Date of this Agreement to determine the condition and title of such property. At the end of such period, BNSF shall have the right to decline to purchase any specific line segment or segments. In such event, UP/SP shall grant BNSF overhead trackage rights on any such segment with compensation to be paid, in the case of Avondale-Iowa Junction on the basis of the charges set forth in Section 9(a) of this Agreement, and in the case of Keddie-Bieber on a typical joint facility basis with maintenance and operating costs to be shared on a usage basis (gross ton miles used to allocate usage) and annual interest rental equal to the depreciated book value times the then current cost of capital as determined by the ICC times a usage basis (gross ton miles). In the case of Dallas-Waxahachie, operations would continue under the existing trackage rights agreement.

(c) Prior to closing the sale of SP's Iowa Jct.-Avondale line (the "IJA Line"), representatives of UP/SP and BNSF shall conduct a joint inspection of the IJA Line to consider

whether its condition at closing meets the standard established in Section 10(b)(i) of this Agreement. If the representatives of the parties are unable to agree that the condition of the IJA Line meets this standard, then BNSF shall place \$10.5 million of the purchase price in escrow with a mutually agreed upon escrow agent, and closing shall take place. After closing the parties shall mutually select an independent third party experienced in railroad engineering matters (the "Arbitrator") who shall arbitrate the dispute between the parties as to whether the condition of the IJA Line is in compliance with Section 10(b)(i) of this Agreement. Arbitration shall be conducted pursuant to Section 15 subject to the foregoing qualification that the Arbitrator be experienced in railroad engineering matters. If the Arbitrator finds the IJA Line is below the standard, the Arbitrator shall determine the amount (which shall not exceed \$10.5 million) required to bring it in compliance with the standard and authorize the payment of such amount out of the escrow fund to BNSF with the balance, if any, paid to UP/SP. Any amount so paid to BNSF out of the escrow fund to bring the IJA Line into compliance with the standard shall be used by BNSF exclusively to that end (or to reimburse BNSF for funds previously expended to that end) and UP/SP shall not, as a tenant on the IJA Line be billed for any work undertaken by BNSF pursuant to the provisions of this Section 10(c).

11. **Term**

This Agreement shall be effective upon execution (which occurred on September 25, 1995) (the "Effective Date") for a term of ninety-nine years, PROVIDED, HOWEVER, that the grants of rights under Section 1 through 8 shall be effective only upon UP's acquisition of control of SP, and provided further that BNSF may terminate this Agreement by notice to UP/SP given before the close of business on September 26, 1995, in which case this Agreement shall have no further force or effect. This Agreement and all agreements entered into pursuant or in relation hereto shall terminate, and all rights conferred pursuant thereto shall be canceled and

deemed void ab initio, if, in a Final Order, the application for authority for UP to control SP has been denied or has been approved on terms unacceptable to the applicants, PROVIDED, HOWEVER, that if this Agreement becomes effective and is later terminated, any liabilities arising from the exercise of rights under Sections 1 through 8 during the period of its effectiveness shall survive such termination. For purposes of this Section 11, "Final Order" shall mean an order of the STB, any successor agency, or a court with lawful jurisdiction over the matter which is no longer subject to any further direct judicial review (including a petition for writ of certiorari) and has not been stayed or enjoined.

12. **Adjustment of Charges**

All trackage rights charges under this Agreement shall be subject to adjustment upward or downward July 1 of each year by the difference in the two preceding years in UP/SP's system average URCS costs for the categories of maintenance and operating costs covered by the trackage rights fee. "URCS costs" shall mean costs developed using the Uniform Rail Costing System.

The rates for reciprocal switching services established in Section 9(i) and for haulage service established in Section 8(m) shall be adjusted upward or downward each July 1 of each year to reflect fifty percent (50%) of increases or decreases in Rail Cost Adjustment Factor, not adjusted for changes in productivity ("RCAF-U") published by the Surface Transportation Board or successor agency or other organizations. In the event the RCAF-U is no longer maintained, the parties shall select a substantially similar index and, failing to agree on such an index, the matter shall be referred to binding arbitration under Section 15 of this Agreement.

The parties will agree on appropriate adjustment factors if not covered herein for switching, haulage and other charges.

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Upon every fifth anniversary of the effective date of this Agreement, either party may request on ninety (90) days notice that the parties jointly review the operation of the adjustment mechanism and renegotiate its application. If the parties do not agree on the need for or extent of adjustment to be made upon such renegotiation, either party may request binding arbitration under Section 15 of this Agreement. It is the intention of the parties that rates and charges for trackage rights and services under this Agreement reflect the same basic relationship to operating costs as upon execution of this Agreement (September 25, 1995).

13. Assignability

This Agreement and any rights granted hereunder may not be assigned in whole or in part without the prior consent of the other parties except as provided in this section. No party may permit or admit any third party to the use of all or any of the trackage to which it has obtained rights under this Agreement, nor under the guise of doing its own business, contract or make any arrangement to handle as its own trains, locomotives, cabooses or cars of any such third party which in the normal course of business would not be considered the trains, locomotives, cabooses or cars of that party. In the event of an authorized assignment, this Agreement and the operating rights hereunder shall be binding upon the successors and assigns of the parties. This Agreement may be assigned by either party without the consent of the other only as a result of a merger, corporate reorganization, consolidation, change of control or sale of substantially all of its assets.

14. Government Approvals

The parties agree to cooperate with each other and make whatever filings or applications, if any, are necessary to implement the provisions of this Agreement or of any separate agreements made pursuant to Section 9(f) and whatever filings or applications may be necessary to obtain any approval that may be required by applicable law for the provisions of such

agreements. BNSF agrees not to oppose the primary application or any related applications in Finance Docket No. 32760 (collectively the “control case”), and not to seek any conditions in the control case, not to support any requests for conditions filed by others, and not to assist others in pursuing their requests. BNSF shall remain a party in the control case, but shall not participate further in the control case other than to support this Agreement, to protect the commercial value of the rights granted to BNSF by this Agreement, and to oppose requests for conditions by other parties which adversely affect BNSF; PROVIDED, HOWEVER, that BNSF agrees to reasonably cooperate with UP/SP in providing testimony to the ICC necessary to demonstrate that this Agreement and the operations to be conducted thereunder shall provide effective competition at the locations covered by the Agreement. UP/SP agree to support this Agreement and its implementation and warrant that it has not entered into agreements with other parties granting rights to other parties granted to BNSF under this Agreement. UP/SP agree to ask the ICC to impose this Agreement as a condition to approval of the control case. During the pendency of the control case, UP and SP shall not, without BNSF’s written consent, enter into agreements with other parties which would grant rights to other parties granted to BNSF or inconsistent with those granted to BNSF under this Agreement which would substantially impair the overall economic value of rights to BNSF under this Agreement.

15. **Arbitration**

Except as otherwise provided by any decision of the STB or by separate agreement, unresolved disputes and controversies concerning any of the terms and provisions of this Agreement or the application of charges hereunder shall be submitted for binding arbitration under Commercial Arbitration Rules of the American Arbitration Association which shall be the exclusive remedy of the parties.

16. **Further Assurances**

The parties agree to execute such other and further documents and to undertake such acts as shall be reasonable and necessary to carry out the intent and purposes of this Agreement.

17. **No Third Party Beneficiaries**

This Agreement is intended for the sole benefit of the signatories to this Agreement. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, their permitted successors and permitted assigns, and their affiliates any legal or equitable right, remedy or claim under this Agreement.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By: _____
Title: _____

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Exhibit A LIST OF “2-TO-1” POINTS

Points Referred to in Section 1(b)

Provo UT
Salt Lake City UT
Ogden UT
Ironton UT
Gatex UT
Pioneer UT
Garfield/Smelter/Magna UT (access to Kennecott private railway)
Geneva UT
Clearfield UT
Woods Cross UT
Relico UT
Evona UT
Little Mountain UT
Weber Industrial Park UT
North Salt Lake City UT
American Fork UT
Orem UT
Points on paired track from Weso NV to Alazon NV
Reno NV (only intermodal, automotive [BNSF must establish its own automotive facility], transloading, and new shipper facilities)
Herlong CA
Johnson Industrial Park at Sacramento CA
West Sacramento CA (Farmers Rice)
Port of Sacramento CA
Points between Oakland CA and San Jose CA (including Warm Springs CA, Fremont CA, Elmhurst CA, Shinn CA, Kohler CA, and Melrose CA)
San Jose CA

Points Referred to in Section 3(a)

Ontario CA
La Habra CA
Fullerton CA

Points Referred to in Section 4(b)

Brownsville TX
Port of Brownsville TX
Port of Corpus Christi
Harlingen TX
Corpus Christi TX
Sinton TX
San Antonio TX
Elmendorf TX
Halstead TX (LCRA plant)
Waco TX
Points on Sierra Blanca-El Paso line

Points Referred to in Section 5(b)

Baytown TX
Amelia TX
Orange TX
Mont Belvieu TX (Amoco, Exxon, Chevron plants)
Eldon, TX (Bayer plant)
Harbor, LA

Points Referred to in Section 6(d)

Camden AR
Pine Buff AR
Fair Oaks AR
Baldwin AR
Little Rock AR
North Little Rock AR
East Little Rock AR
Forrest City, AR
Paragould AR
Dexter MO

EXHIBIT F

LIST OF OVERHEAD TRACKAGE RIGHTS

1. Western Trackage Rights

- A. UP/SP shall grant BNSF Overhead Trackage Rights on SP's Valley Subdivision between MP 141.9 near Binney Junction, CA and Roseville, CA in the vicinity of SP's Valley Subdivision MP 106.6.

2. South Texas Trackage Rights

- A. UP/SP shall grant BNSF Overhead Trackage Rights on the following lines:
 - a) SP's Port Lavaca Branch, between Placedo, TX in the vicinity of MP 14.2, and a point of build-in along said branch in the vicinity of MP 6.93 at Kamey, TX; and
 - b) UP's line between Round Rock, TX, in the vicinity of UP's Austin Subdivision Milepost 161.79, and McNeil, TX, in the vicinity of UP's Austin Subdivision Milepost 166.1.

3. Eastern Texas – Louisiana Trackage Rights

- A. UP/SP shall grant BNSF Overhead Trackage Rights on UP's Beaumont Subdivision between MP 458.69 in the vicinity of Beaumont, TX and MP 377.98 (Gulf Coast Junction) in the vicinity of Houston, TX.

4. Additional Rights

- A. UP/SP shall grant BNSF Overhead Trackage Rights on SP's Martinez Subdivision between approximately MP 2 in the vicinity of Oakland, CA and approximately MP 13 in the vicinity of Richmond, CA.

5. Rights to Omnibus Points

- A. UP/SP shall grant BNSF Overhead Trackage Rights over UP/SP's Jefferson City Subdivision between MP 34.8 near Pacific, MO and MP 43.8 near Labadie, MO.

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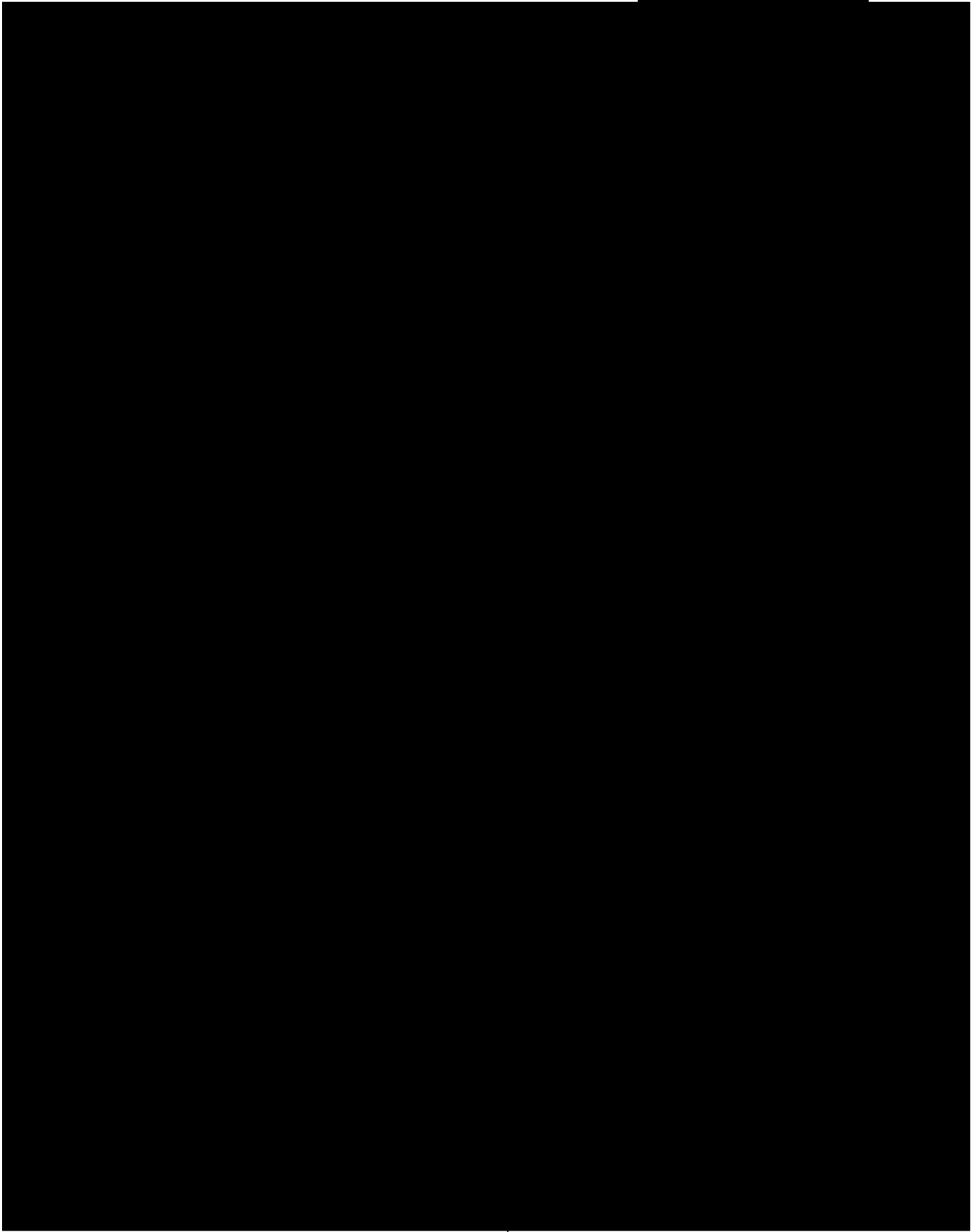
BEFORE THE
SURFACE TRANSPORTATION BOARD

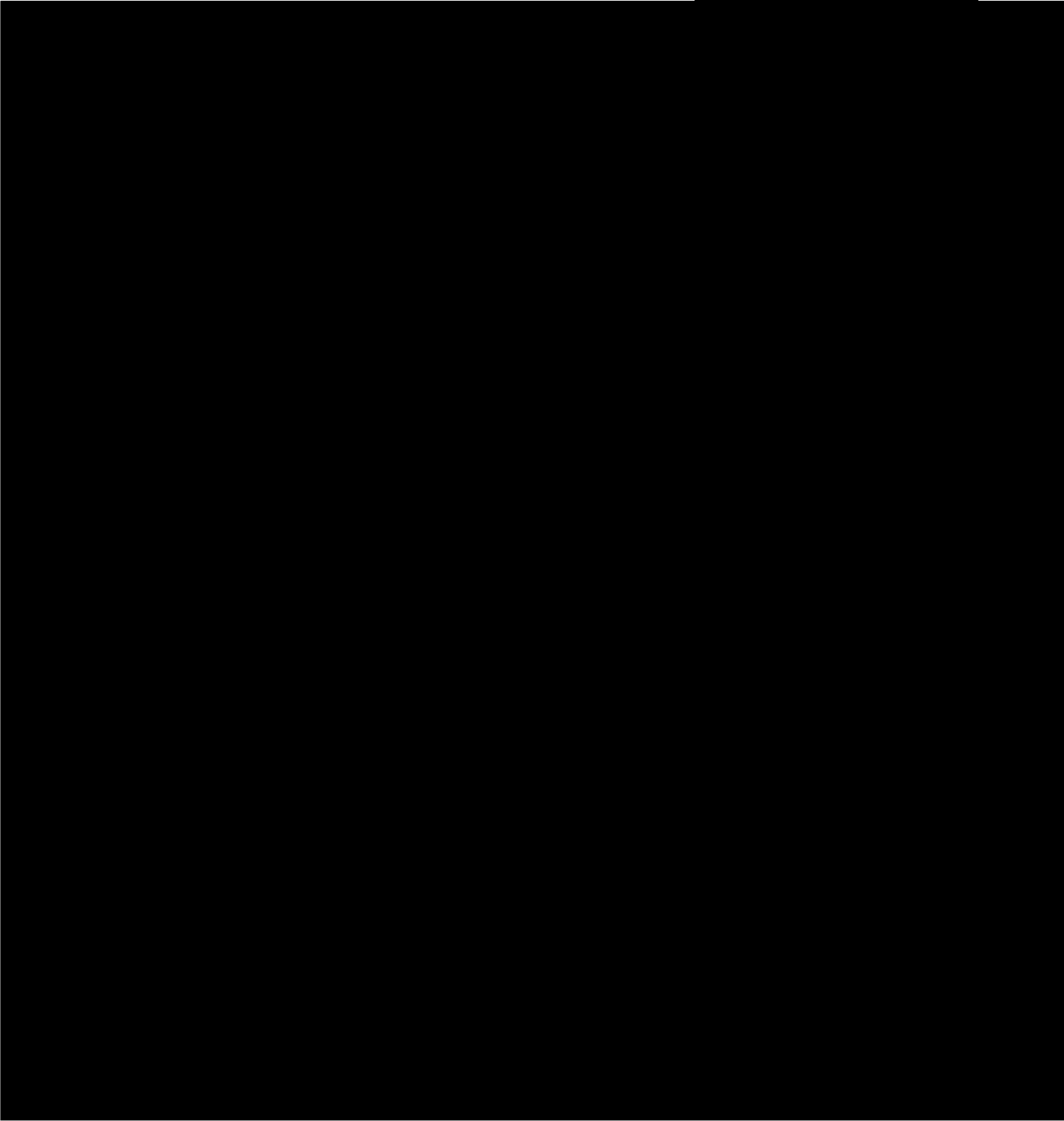
FINANCE DOCKET NO. 32760 (SUB-NO. 48)

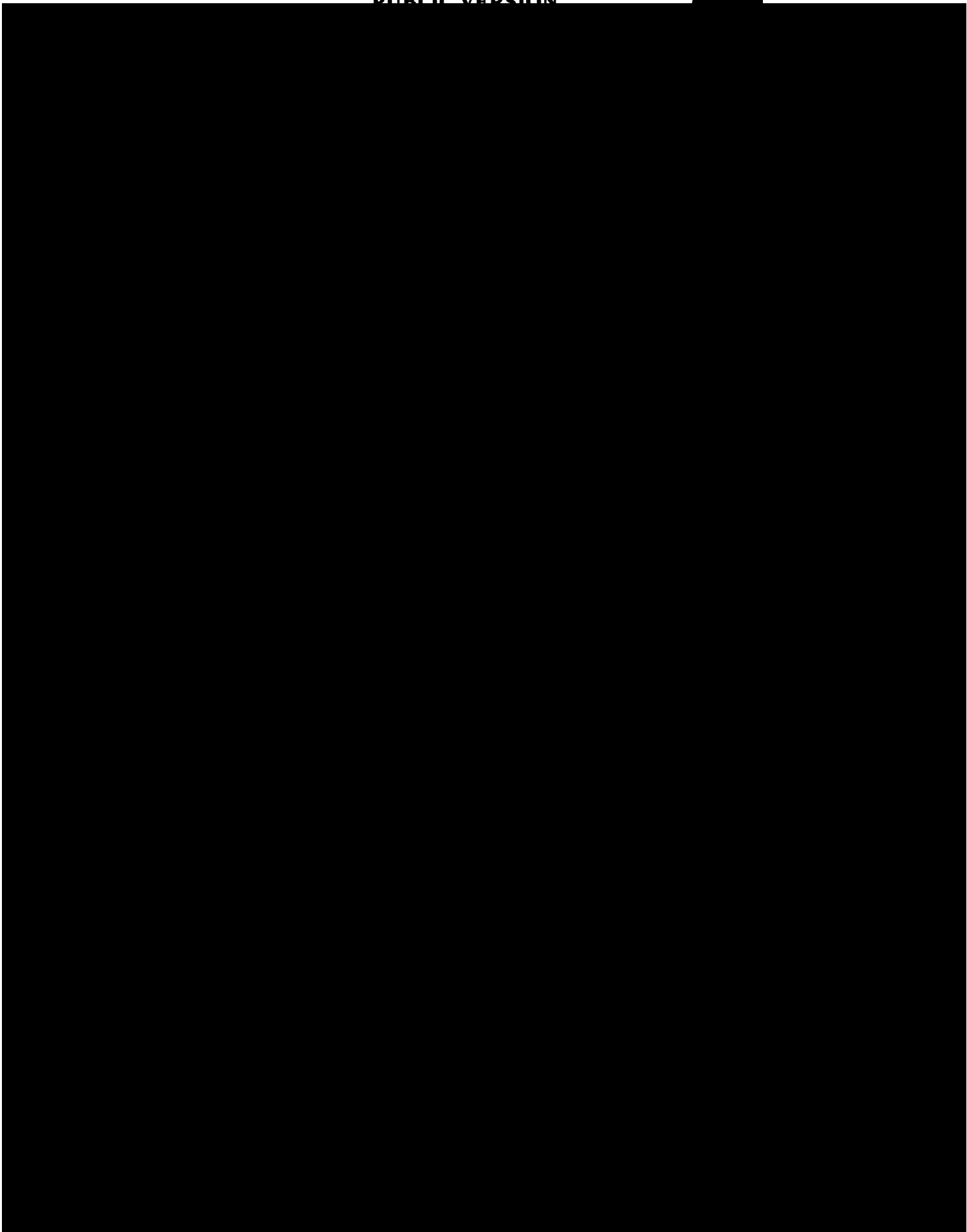
BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

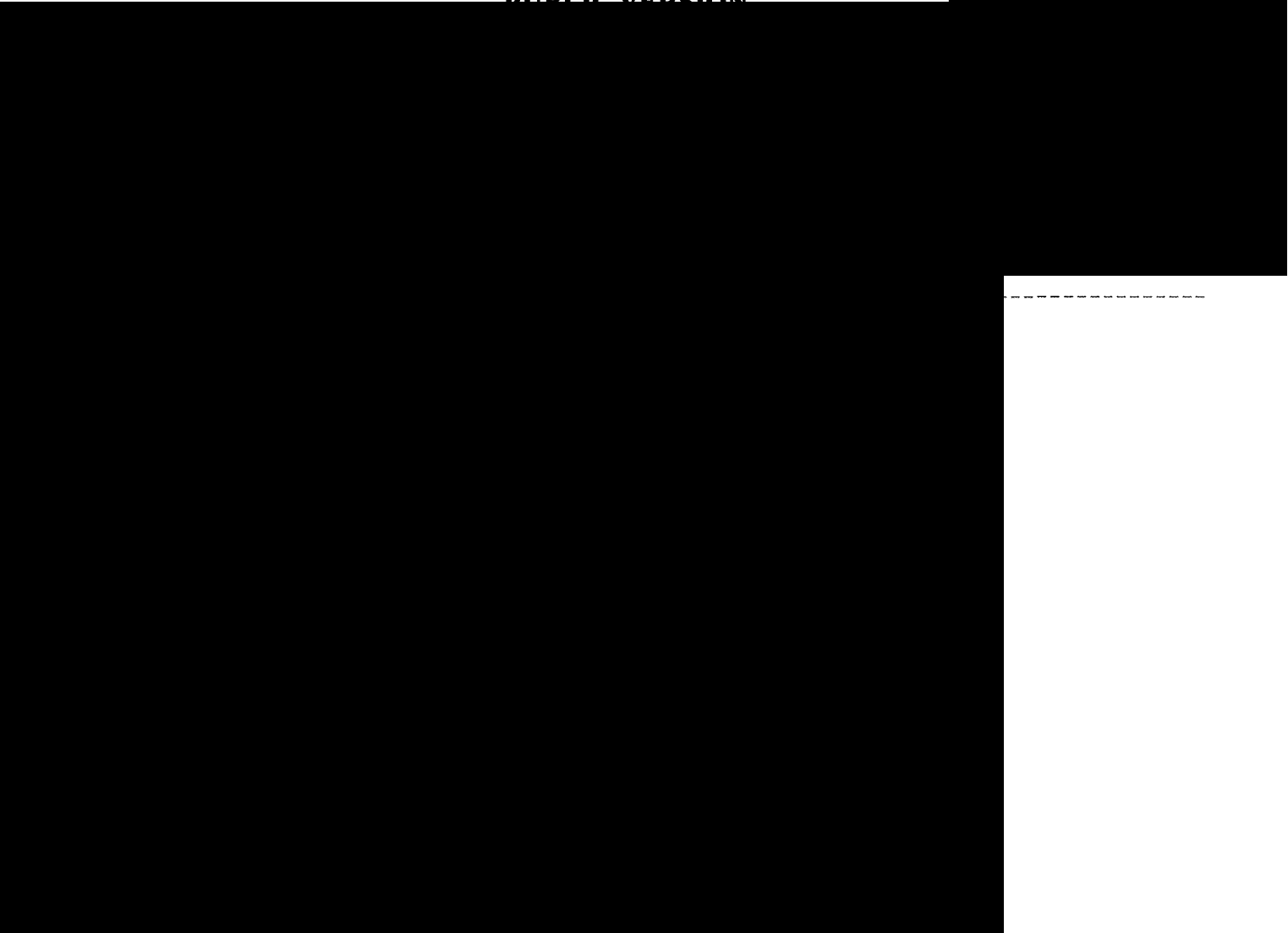
EXHIBIT 2

1999 CORRESPONDENCE BETWEEN BNSF'S EDWARD PIDGEON
AND UP'S LINDA GAETA









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BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

EXHIBIT 3

2023 CORRESPONDENCE BETWEEN MIKE MARTUCCI, BNSF MANAGER
CONTRACTS & JOINT FACILITIES, AND CHRIS SANFORD AND RYAN
PICHLER, UP SENIOR MANAGERS COMMERCIAL & INTERLINE STRATEGY

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Mike Martucci
*Manager Contracts and
Joint Facilities*

BNSF Railway Company
2500 Lou Menk Drive
AOB-GL
Fort Worth, TX 76131
Phone: 817-867-0804
Email: mike.martucci@bnsf.com

April 12, 2023

Mr. Chris Sanford
Manager Commercial & Interline Strategy
Union Pacific Railroad Company
1400 Douglas Street, STOP 1350
Omaha, NE 68179

Re: Access to McGeorge Contracting Company at Little Rock, AR

Dear Chris:

Please accept this letter as BNSF's formal election request to access to McGeorge Contracting Company at 1010 Shamburger Ln Little Rock, AR 72206 and initiate service pursuant to the Restated and Amended Settlement Agreement ("RASA") between BNSF and UP dated March 1, 2002. This is an existing facility at a 2-1 Point to which BNSF was expressly granted access in the RASA. McGregor Contracting was formerly Granite Mountain Quarries (a pre-merger customer) and defined in the former MP tariff as open to both the MP and SSW.

BNSF intends to serve this facility directly with unit train service planned to commence 45 days from the date of this letter (on or after May 27, 2023). Service frequency will be based on customer volumes and can be expected to fluctuate as needed depending on the customers' demand.

In accordance with Section 6(d) of the RASA, please confirm approval of BNSF's election in writing within 30 days' receipt of this letter (May 12, 2023). Upon UP's confirmation of service, BNSF's local Operations personnel will be available to discuss any concerns with UP's local Operations personnel.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Martucci".

Mike Martucci
Manager Contracts and Joint Facilities
BNSF Railway

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UNION PACIFIC RAILROAD COMPANY

CHRIS SANFORD
SENIOR MANAGER –
COMMERCIAL & INTERLINE
STRATEGY

1400 DOUGLAS STREET
OMAHA, NEBRASKA 68179
402-544-3105



May 12, 2023

Mike Martucci
Manager Contracts & Joint Facilities
BNSF Railway Company
2500 Lou Menk Drive, AOB GL
Fort Worth, TX 76131

Dear Mike:

Please refer to your letter of April 13, 2023 seeking UP confirmation of BNSF access to McGeorge Contracting Company at 1010 Shamburger Ln, Little Rock, AR 72206. As published in Tariff MP-8170-C. Item 2525, in force at the time of the UP-SP merger Missouri Pacific's offer of reciprocal switching for Granite Mountain Quarries extended to Little Rock & Western Railway and St. Louis and Southwestern Railway. The RESTATED AND AMENDED AGREEMENT of March 1, 2002 defines "2-to-1" Shipper Facilities as "Shipper Facilities that were open to both UP and SP... and no other railroad." Since Granite Mountain Quarries had access to MP, SSW, and LRWN it does not qualify as a "2-to-1" Shipper Facilities.

Union Pacific declines BNSF's request for customer access.

Sincerely,



Chris Sanford
Senior Manager Commercial & Interline Strategy

CC: Jon Helm
Eric Hamilton
Tanya Spratt
Derek Hinds
Mark Simon
David Hughes
Jamal Chappell
Olin Dirks
Stephanie Weekly

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Mike Martucci
*Manager Contracts and
Joint Facilities*

BNSF Railway Company
2500 Lou Menk Drive
AOB-GL
Fort Worth, TX 76131
Phone: 817-867-0804
Email: mike.martucci@bnsf.com

June 20, 2023

Mr. Chris Sanford
Manager Commercial & Interline Strategy
Union Pacific Railroad Company
1400 Douglas Street, STOP 1350
Omaha, NE 68179

Re: Access to McGeorge Contracting Company at Little Rock, AR

Dear Chris:

In your letter dated May 12, 2023, concerning BNSF's request for confirmation of its access to McGeorge Contracting Company/Granite Mountain Quarries at Little Rock, Arkansas, you denied BNSF's request stating: "Since Granite Mountain Quarries had access to MP, SSW, and LRWN, it does not qualify as a '2-to-1' Shipper Facilit[y]." As set forth below, the fact the LRWN served the Granite Mountain Quarries prior to the UP/SP merger does not defeat the Quarries' right to BNSF service.

As you are aware, LRWN is a shortline with limited trackage in the Little Rock area. It principally moves traffic to and from locations on its rail network. Prior to the merger, LRWN's interchange connections for traffic moving to and from locations outside the Little Rock area were limited to MP and SSW. Thus, the Quarries effectively had only two pre-merger competitive options for such traffic – MP and SSW – and enjoyed the benefit of competition between those two carriers. The merger eliminated one of those options and gave UP/SP full control over the Quarries' traffic. LRWN could not provide a competitive option for that traffic outside the Little Rock area.

The Quarries' right to effective two carrier competitive service post-merger is confirmed by the express statement of the parties' intent in the RASA. Section 8(i) states, in relevant part: "It is the intent of the parties that this Agreement result in the preservation of competition by two rail carriers for: (b) all other shippers who had direct competition or competition by siting, transload or build-in/build-out from only UP and SP pre-merger." Given that the control by MP and SSW over all LRWN interchanges precluded LRWN from independently competing for the Quarries' traffic, the preservation of two carrier service to the Quarries requires BNSF access.

UP itself has recognized that 3M, another shipper at Little Rock located on the Drury Spur, is entitled to second carrier service by BNSF. 3M traffic via BNSF is reciprocally switched



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by UP, notwithstanding that LRWN could have served the facility pre-merger under the pre-merger MP tariff. Additionally, UP reciprocally switches BNSF bridge movements to 3M which are delivered to UP at North Little Rock by LRWN on behalf of BNSF. These moves today incur a UP reciprocal switch charge under the RASA "2-to-1" reciprocal switch fee.

BNSF therefore requests that UP reconsider its position that the Granite Mountain Quarries facility at the station of Little Rock is not open to BNSF. The facility had competitive service from only two carriers pre-merger (MP and SSW), and it is entitled to two carrier service post-merger. Due to the nature of this business in unit service, we also plan to serve this as originally stated through direct service.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Martucci".

Mike Martucci
Manager Contracts and Joint Facilities
BNSF Railway

PUBLIC VERSION

UNION PACIFIC RAILROAD COMPANY

CHRIS SANFORD
SENIOR MANAGER –
COMMERCIAL & INTERLINE
STRATEGY

1400 DOUGLAS STREET
OMAHA, NEBRASKA 68179
402-544-3105



July 21, 2023

Mike Martucci
Manager Contracts & Joint Facilities
BNSF Railway Company
2500 Lou Menk Drive, AOB GL
Fort Worth, TX 76131

Dear Mike:

Please refer to your letters of April 13 and June 20, 2023 seeking Union Pacific's confirmation of BNSF direct access to McGeorge Contracting, also known as Granite Mountain Quarries at Drury Spur, AR.

Your letter of June 20 states the subject customer had "two pre-merger competitive options...- MP and SSW..." In fact, prior to the UP-SP merger reciprocal switching for Granite Mountain Quarries at Drury Spur was limited, applying "only to or from stations on the LRWN and SSW not served by the MP..." in other words stations not competitive with MP. Since the merger Granite Mountain Quarries continues to have direct access to all former SSW and MP stations now served by Union Pacific.

The facts regarding the 3M location mentioned in your letter of June 20 differ substantially from those surrounding Granite Mountain Quarries:

- 1) Prior to the UP-SP merger reciprocal switching at 3M was not geographically limited and,
- 2) 3M was identified as a Two to One shipper at the time of the merger.

Based on the facts cited above UP declines to confirm BNSF access to McGeorge Contracting at Drury Spur, AR.

Sincerely,



Chris Sanford
Senior Manager Commercial & Interline Strategy

CC: Jon Helm
Sarah Bailiff
Tyler White
Eric Hamilton
Tanya Spratt
Derek Hinds
Mark Simon
David Hughes
Jamal Chappell
Olin Dirks
Stephanie Weekly

PUBLIC VERSION



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*Manager Contracts and
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BNSF Railway Company
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August 18, 2023

Mr. Chris Sanford
Manager Commercial & Interline Strategy
Union Pacific Railroad Company
1400 Douglas Street, STOP 1350
Omaha, NE 68179

Re: Access to McGeorge Contracting / Granite Mountain Quarries at Little Rock, AR

Dear Chris:

In your letter dated July 21, 2023, concerning BNSF's request for confirmation of its access to McGeorge Contracting Company/Granite Mountain Quarries at Little Rock, Arkansas, you once again denied BNSF's request. In so doing, you acknowledged that Granite Mountain Quarries was open to MP reciprocal switching for SSW traffic prior to the UP/SP merger, but that switching was limited to traffic moving to and from "stations not competitive with MP."

Consistent with my election request letter dated April 12, 2023, BNSF continues to believe that, under the RASA, the Granite Mountain Quarries facility is a "2-to-1" Shipper Facility at a 2-to-1 Point, because the facility was "open to both UP and SP . . . and no other railroad." The fact that the facility had somewhat limited dual-carrier access pre-merger is not inconsistent with the RASA definition of a "2-to-1" Shipper Facility.

In order to resolve this dispute for now, BNSF will revise its request for access to the Granite Mountain Quarries facility under the RASA to be for traffic to and from stations not served by UP. SSW had the right under the tariff to serve such traffic, and, as the competitive replacement for SSW (SP), BNSF has that same right now.

As set forth in BNSF's original request, BNSF will elect to serve the Granite Mountain Facility by direct service as is its right to do under the RASA. Please promptly confirm BNSF's revised request so that Granite Mountain Quarries' right to BNSF service to and from stations not served by UP is delayed no longer.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Martucci".

Mike Martucci
Manager Contracts and Joint Facilities
BNSF Railway

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BUILDING AMERICA®

December 11, 2023

Mike Martucci
Manager Contracts & Joint Facilities
BNSF Railway Company
2500 Lou Menk Drive, AOB GL
Fort Worth, TX 76131

Dear Mike:

Please refer to your letter dated August 18th, 2023, seeking UP confirmation of BNSF access to McGeorge Contracting Company at 1010 Shamburger Lane, Little Rock, AR 72206. Union Pacific (“UP”) does not believe Drury Spur meets the criteria for “2 to 1” set forth in The Restated and Amended Settlement Agreement between UP and BNSF dated March 1, 2002 (“RASA”). The RESTATED AND AMENDED AGREEMENT of March 1, 2002, defines “2-to-1” Shipper Facilities as “Shipper Facilities that were open to both UP and SP... and no other railroad.” Since Granite Mountain Quarries had access to MP, SSW, and LRWN, it does not qualify as a “2-to-1” Shipper Facilities.

Union Pacific declines BNSF’s request for customer access.

Sincerely,

Ryan Pichler
Senior Manager Commercial & Interline Strategy

CC: Derek Hinds
 Sean Frazier
 Olin Dirks
 Tanya Spratt
 David Hughes
 Stephanie Weekly

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

EXHIBIT 4

UP'S RESPONSES AND OBJECTIONS TO BNSF'S
FIRST SET OF DISCOVERY REQUESTS

PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. FD 32760 (SUB-NO. 48)

**BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES**

**UNION PACIFIC’S RESPONSES AND OBJECTIONS
TO BNSF’S FIRST SET OF DISCOVERY REQUESTS**

CHRISTINA B. CONLIN
JAMES B. BOLES
TONYA W. CONLEY
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Attorneys for Union Pacific Railroad Company

August 11, 2025

PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

**BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES**

**UNION PACIFIC’S RESPONSES AND OBJECTIONS
TO BNSF’S FIRST SET OF DISCOVERY REQUESTS**

Union Pacific Railroad Company (“Union Pacific”) responds to the first set of discovery requests of BNSF Railway Company (“BNSF”), served on July 11, 2025, as follows.

GENERAL RESPONSES

The following General Responses apply to each of BNSF’s requests:

1. Union Pacific is conducting a reasonable search for information and documents responsive to BNSF’s requests. Where Union Pacific states that it will produce documents, Union Pacific will conduct a reasonable search for responsive, non-privileged documents, subject to the specific and general objections stated below. Responsive documents will be made available to counsel for BNSF as soon as practicable after the Board issues a Protective Order in this docket.

2. Production of information or documents does not necessarily imply that the information or documents are relevant to or admissible in this proceeding and is not to be construed as waiving any of the general or specific objections stated below.

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3. Union Pacific's responses and objections to these requests are based on Union Pacific's present knowledge, information, and belief. Union Pacific reserves the right to rely upon facts, documents, or other evidence that it may develop or that may subsequently come to its attention; to assert additional objections; and to supplement or amend these responses at any time as this proceeding continues.

4. Union Pacific has not secured verifications of the answers to interrogatories in this document. Union Pacific is prepared to discuss this matter with BNSF with respect to any particular answer.

GENERAL OBJECTIONS

Union Pacific's General Objections, as set forth herein, are to be considered objections to each of the specific Interrogatories and Requests for Production (including subparts) that follow. These general objections are not exhaustive and, where appropriate, Union Pacific will also state specific objections. Union Pacific's objections shall not waive, limit, or prejudice any objections that it may later assert.

1. Union Pacific objects to each and every Interrogatory and Request for Production requesting that Union Pacific produce "all" responsive documents, communications, or information as unduly burdensome to the extent that it requests that Union Pacific engage in an unreasonably broad collection and review in order to identify each and every document that may possibly be responsive. For those requests to which it is obliged to respond, Union Pacific will produce such responsive documents or information as it is able to locate or identify in a reasonable search and which is not otherwise subject to an applicable privilege or other protection.

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2. Union Pacific objects to the production of, and is not producing, documents or information subject to any attorney-client privilege, work-product doctrine, or other applicable privilege or protection. Any production of privileged documents is inadvertent and should not be deemed as a waiver of any privilege. Union Pacific reserves all rights under applicable law, including the Protective Order to be entered in this case, to demand or require the return of all copies thereof and non-use by BNSF or by any other person or entity in this or any other proceeding.

3. Union Pacific objects to the production of, and is not producing, documents prepared in connection with, or information relating to, possible settlement of this or any other proceeding.

4. Union Pacific objects to the production of documents that constitute or disclose confidential, proprietary, or sensitive nonpublic information. Union Pacific will produce such information, if not otherwise objectionable, designated “Confidential” or “Highly Confidential,” subject to the terms of the Protective Order to be entered in this case. Union Pacific reserves the right to seek additional protection as needed.

5. In providing these responses, Union Pacific reserves all objections as to competency, relevancy, materiality, authenticity, and admissibility of any information. This preliminary statement is hereby incorporated by reference into each answer to the specific requests set forth below.

6. Union Pacific objects to each and every Interrogatory and Request for Production that requests information, documents, or communications that are:

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(a) already in the possession of BNSF; (b) publicly available or otherwise readily available or accessible to BNSF from other sources; or (c) as accessible or available to BNSF as they are to Union Pacific and producing responsive information would impose substantially the same or greater burden on Union Pacific as it would impose on BNSF.

7. Union Pacific objects to each and every Interrogatory and Request for Production as unduly burdensome to the extent they seek production from the files of all current and former Union Pacific employees, including those who are not reasonably likely to possess non-duplicative relevant documents. Unless specifically stated otherwise, by stating that it will produce documents responsive to these Requests, Union Pacific represents that it will produce documents from the files of relevant custodians.

8. Union Pacific objects to Definition No. 5, “Communication” or “Communications,” to the extent this Definition seeks to expand upon and conflicts with 49 C.F.R. Part 1114, Subpart B. Union Pacific further objects to Definition No. 5 as unduly burdensome and as seeking information that is not proportional to the probative value the information sought may have in this proceeding to the extent that it would require production of information on “telephone conversations” or “in-person conversations.” Union Pacific will provide information regarding non-privileged and otherwise discoverable “Communication” or “Communications” only if the information has been put into a written form.

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9. Union Pacific objects to Definition No. 6, “Document” or “Documents,” to the extent this Definition seeks to expand upon and conflicts with 49 C.F.R. Part 1114, Subpart B. Union Pacific further objects to Definition No. 6 as unduly burdensome and as seeking information that is not proportional to the probative value the information sought may have in this proceeding to the extent that it would require production of draft of electronic communications, electronic meeting invites, and meeting change or cancellation notices. Union Pacific is not searching for and will not produce drafts of electronic communications.

10. Union Pacific objects to Definition No. 9, “Little Rock and Western Railway” or “LRWN” as overly broad, unduly burdensome, disproportionate to the needs of this case, and not reasonably calculated to lead to the discovery of admissible evidence insofar as it would require production of documents regarding Little Rock and Western Railway’s “predecessors and successors in interest, present and former directors, officers, employees, agents, managing agents, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, divisions, area offices, and regional offices of the foregoing companies; or persons acting or purporting to act on their behalf,” without specifying or identifying such entities and individuals by name, thus requiring Union Pacific to speculate as to the identities of such unknown entities and individuals. Union Pacific will only search for documents referring or relating to Little Rock and Western Railway.

11. Union Pacific objects to Definition No. 10, “Relating to,” as unduly vague, unduly burdensome, and overbroad. Union Pacific will interpret “Relating to”

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according to its plain meaning.

12. Union Pacific objects to Definition No. 11, “Southern Pacific Rail Corporation” or “SP,” to the extent this Definition, in conjunction with other Definitions and Instructions, purports to require Union Pacific to produce documents or information that are not in its possession, custody, or control.

13. Union Pacific objects to Definition No. 12, “St. Louis Southwestern Railway Company” or “SSW,” to the extent this Definition, in conjunction with other Definitions and Instructions, purports to require Union Pacific to produce documents or information that are not in its possession, custody, or control.

14. Union Pacific objects to Definition No. 13, “Union Pacific Railroad Company” or “UP,” to the extent this Definition, in conjunction with other Definitions and Instructions, purports to require Union Pacific to produce documents or information that are not in its possession, custody, or control.

15. Union Pacific objects to Instruction Nos. 2, 3, 4, 5, 6, 8, 10, 12, and 18 as unduly burdensome and to the extent those Instructions seek to impose obligations on Union Pacific that are greater than or otherwise inconsistent with those imposed under 49 C.F.R. Part 1114, Subpart B.

16. Union Pacific objects to Instruction No. 9 to the extent that this Instruction purports to prohibit Union Pacific from redacting information that might reveal Union Pacific’s commercially sensitive or long-term corporate strategies and is not relevant to this proceeding. Union Pacific will redact any such information from otherwise responsive documents produced to BNSF.

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INTERROGATORIES

INTERROGATORY NO. 1

Identify all Persons who have, claim to have, or who you believe may have knowledge relating to inter-terminal, reciprocal switch, or other movements by UP or SP for Granite Mountain.

Union Pacific Response

Union Pacific objects to this Interrogatory as overbroad and unduly burdensome in that it is not limited to a specific time frame. Union Pacific further objects to this Interrogatory as ambiguous with respect to the phrase “knowledge relating to.” Union Pacific also objects to this Interrogatory to the extent it requests that Union Pacific identify persons not currently or previously employed by Union Pacific. Union Pacific interprets the Interrogatory as a request to identify the principal Union Pacific employees and former employees, who may have knowledge concerning inter-terminal, reciprocal switch, or other movements by Union Pacific or Southern Pacific for Granite Mountain.¹

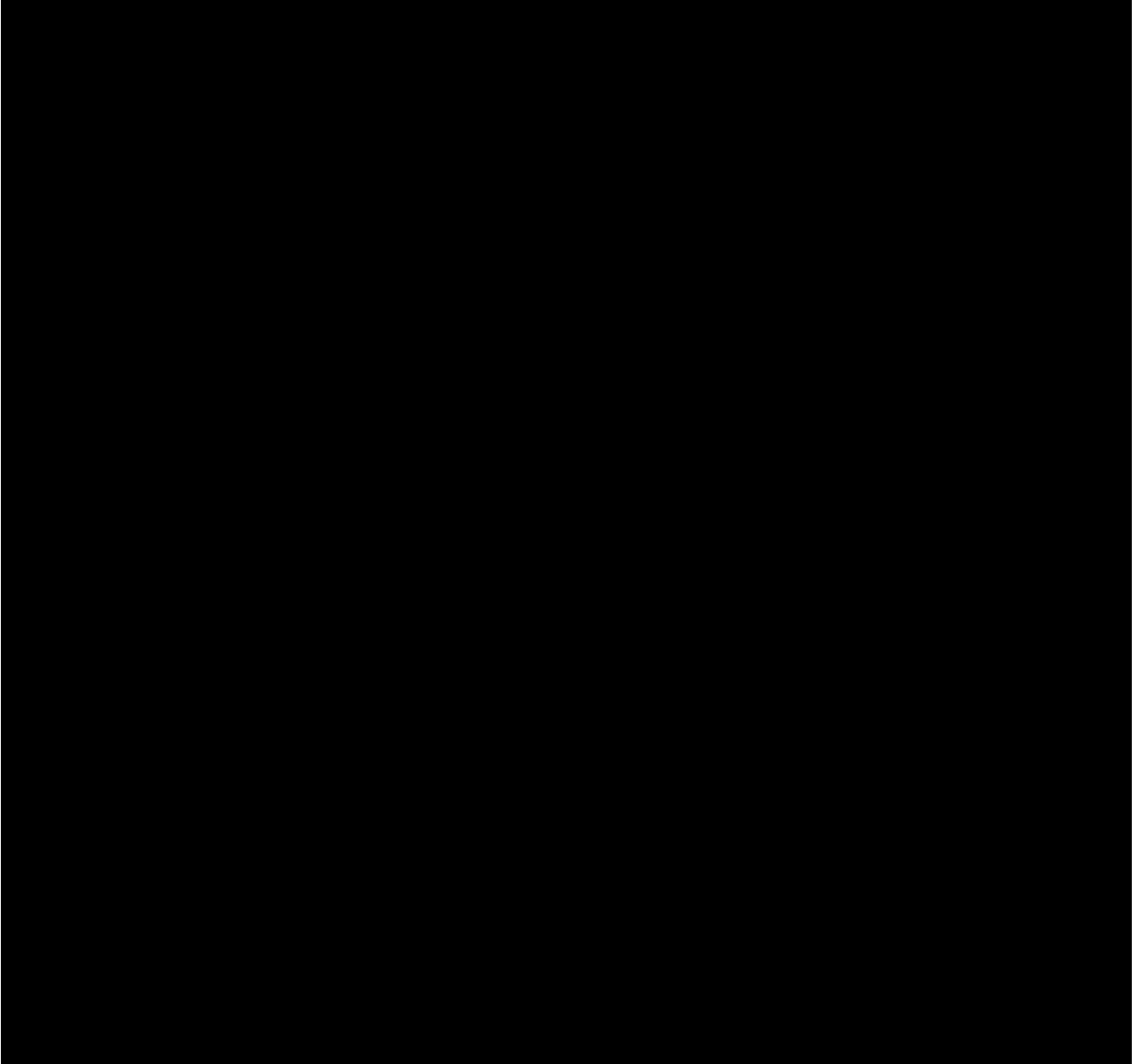
Subject to and without waiving its objections, and in line with Union Pacific’s interpretation of this Interrogatory, based upon information that is currently available, Union Pacific believes the following employees and/or former employees may have knowledge and/or information concerning inter-terminal, reciprocal switch, or other movements by Union Pacific or Southern Pacific for Granite Mountain, and Union Pacific. Union Pacific is also providing job titles for the individuals identified

¹ Any reference to Granite Mountain means Granite Mountain as defined in Definition No. 7 in BNSF’s First Set of Discovery Requests to Union Pacific Railroad Company

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based on their position as of May 19, 2025, or their job title as of the date of separation.

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INTERROGATORY NO. 2

Identify all Persons who have, claim to have, or who you believe may have knowledge of UP Tariff MP 8170-C, Item 2520-2525, and Supplement 149, and/or any amendments to UP Tariff MP 8170-C.

PUBLIC VERSION

Union Pacific Response

Union Pacific objects to this Interrogatory as overbroad and unduly burdensome in that it is not limited to a specific time frame. Union Pacific further objects to this Interrogatory to the extent it requests that Union Pacific identify persons not currently or previously employed by Union Pacific. Union Pacific interprets the Interrogatory as a request to identify the principal Union Pacific employees and former employees, who may have knowledge concerning UP Tariff MP 8170-C.

Subject to and without waiving its objections, based upon information that is currently available, Union Pacific believes the following employees and/or former employees may have knowledge or information concerning UP Tariff MP 8170-C: [REDACTED]. See additional information provided for these individuals in Union Pacific's response to Interrogatory No. 1.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1

All documents relating to UP Tariff MP 8170-C, Item 2520-2525.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of "all" documents related to UP Tariff MP 8170-C, Item 2520-2525 and is not limited to a specific time frame.

Subject to and without waiving its objections, Union Pacific will produce copies of UP Tariff MP 8170-C, Item 2520-2525, to the extent they exist and can be identified in a reasonable search.

REQUEST NO. 2

All documents relating to UP Tariff MP 8170-C, Supplement 149, including Supplement 149, Item 240-A.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of “all” documents related to UP Tariff MP 8170C, Supplement 149, and is not limited to a specific time frame.

Subject to and without waiving its specific objections, Union Pacific will produce copies of UP Tariff MP 8170-C, Supplement 149, including Supplement 149, Item 204-A, to the extent they exist and can be identified in a reasonable search.

REQUEST NO. 3

All documents sufficient to show all amendments to UP Tariff MP 8170-C between the effective date (June 25, 1990) and September 25, 1995.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of tariff amendments that were in effect thirty years ago.

Subject to and without waiving its objections, Union Pacific will produce copies of all amendments to UP Tariff MP 8170-C between June 25, 1990, and September 25, 1995, to the extent they exist and can be identified in a reasonable search.

REQUEST NO. 4

All documents relating to inter-terminal movements by UP for Granite Mountain.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of “all” documents related to inter-terminal movements

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by UP for Granite Mountain and is not limited to a specific time frame.

Subject to and without waiving its objections, Union Pacific will produce data regarding inter-terminal moves by Union Pacific in and out of Granite Mountain facility from 1997 to July 2025 to the extent it exists and can be identified through a reasonable search.

REQUEST NO. 5

All documents relating to reciprocal switch movements by UP for Granite Mountain.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of “all” documents related to reciprocal switch movements by Union Pacific for Granite Mountain and is not limited to a specific time frame.

Subject to and without waiving its objections, Union Pacific responds that Union Pacific has not identified any reciprocal switch movements by Union Pacific for Granite Mountain during the time frame from 1997 through July 2025.

REQUEST NO. 6

All tariffs in effect from January 1, 1995 to the present for Little Rock, Arkansas.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of “all” tariffs for Little Rock in effect for thirty years, and without making a distinction between the type of tariff at issue.

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Subject to and without waiving its objections, Union Pacific refers BNSF to Union Pacific's responses to Request No. 1, 2, and 3, and current tariff publications: <https://www.up.com/shipping/price-my-shipment>.

REQUEST NO. 7

All documents relating to any service by SP to Granite Mountain prior to the UP/SP merger regardless of the manner of service, whether line-haul service, reciprocal switch service, inter-terminal service, or some other arrangement.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of "all" documents relating to "any" service by SP to Granite Mountain prior to a merger that occurred over thirty years ago.

Subject to and without waiving its objections, Union Pacific responds that Union Pacific has not identified any documents responsive Request No. 7, other than information provided or referenced in Union Pacific's Reply to BNSF's Petition for Enforcement filed with the STB on March 13, 2024, in this matter.

REQUEST NO. 8

All documents relating to SP service via reciprocal switch to and from stations on SSW not served by MP.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of "all" documents relating to SP service via reciprocal switch to and from any stations on SSW not served by MP and requests production of documents that existed over thirty years ago.

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Subject to and without waiving its objections, Union Pacific will produce a copy of Southern Pacific reciprocal switch tariff SP 9500. Union Pacific has not identified any additional documents responsive to Request No. 8.

REQUEST NO. 9

All documents relating to UP's rejection of BNSF's request to serve Granite Mountain in 1998-1999.

Union Pacific Response

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of "all" documents relating to Union Pacific's rejection of a request by BNSF and requests production of documents that existed over thirty years ago.

Subject to and without waiving its objections, Union Pacific will produce non-privileged documents responsive to this request, to the extent they exist and can be identified in a reasonable search.

REQUEST NO. 10

All documents relating to UP's letters to BNSF dated May 12, 2023 and July 21, 2023.

Union Pacific Response

Union Pacific objects to this Request as Union Pacific's letters to BNSF dated May 12, 2023, and June 21, 2023, were responding to BNSF's letter to Union Pacific related to access to McGeorge Contracting Company at Little Rock, AR, and BNSF's letters to Union Pacific and Union Pacific's letters to BNSF on this topic are already in the possession of BNSF.

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Subject to and without waiving its objections, Union Pacific will produce non-privileged documents, between January 1, 2023 and February 8, 2024, responsive to this request, to the extent they exist and can be identified in a reasonable search.

REQUEST NO. 11

All documents relating to the 100 inter-terminal switching moves that UP states it has performed with LRWN for Granite Mountain.

Union Pacific Response:

Union Pacific objects to this Request as overbroad and unduly burdensome in that it requests production of “all” documents related to 100 inter-terminal switching moves.

Subject to and without waiving its objections, Union Pacific will produce waybill data related to the 100 inter-terminal switching moves.

REQUEST NO. 12

All documents provided by SP to UP in connection with its merger with UP relating to SP service to Granite Mountain.

Union Pacific Response:

Union Pacific objects to this Request on the grounds as overbroad and unduly burdensome in that it requests production of “all” documents provided in connection with a merger that occurred over thirty years ago.

Subject to and without waiving its objections, Union Pacific will produce non-privileged documents responsive to this request, to the extent they exist and can be identified in a reasonable search.

PUBLIC VERSION

CHRISTINA B. CONLIN
JAMES B. BOLES
TONYA W. CONLEY
TANYA L. SPRATT
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/s/ Michael L Rosenthal
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(415) 591-6000

Attorneys for Union Pacific Railroad Company

August 11, 2025

PUBLIC VERSION

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of August, 2025, I have caused the foregoing Union Pacific's Responses and Objections to BNSF's First Set of Discovery Requests to be served electronically on all parties of record in this proceeding.

/s/ Rachel M. Dow

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

EXHIBIT 5

AUGUST 2025 CORRESPONDENCE BETWEEN
BNSF AND UP REGARDING DISCOVERY ISSUES

1330 Connecticut Avenue, NW
Washington, DC 20036-1795
202 429 3000 main
www.steptoec.com

August 22, 2025

VIA E-MAIL

Michael L. Rosenthal
Covington & Burling LLP
One CityCenter
850 Tenth Street, N.W.
Washington, DC 20001
(202) 662-6000

Re: Discovery in Granite Mountain Proceeding, FD 32760 (Sub-No. 48)

Mike,

I am writing regarding UP's Responses and Objections to BNSF's First Set of Discovery Requests in the Granite Mountain Proceeding (Sub-No. 48). For the reasons discussed below, BNSF considers UP's Responses and Objections to be deficient and requests a meet and confer as soon as possible to resolve these deficiencies.

In its June 30, 2025 decision, the Board identified specific topics as requiring additional evidence in this proceeding, including:

- Any matter relevant to whether SP provided service to Granite Mountain at the time of the merger. *BNSF Ry. Co.—Pet. for Enforcement—Serv. to Granite Mountain Quarries*, FD 32760 (Sub-No. 48), slip op. at 6-7 (STB served June 30, 2025).
- The nature of any service provided by SP to Granite Mountain at the time of the UP-SP merger. *Id.* at 6.
- The issue of an “other arrangement” that is not specifically identified as a reciprocal switching move. *Id.* at 6 n.6.
- Whether BNSF is seeking greater access than SP was afforded at the time of the UP-SP merger. *Id.* at 7.

- Whether LRWN was afforded the same access as SP and, if so, why this does not make the facility a 3-to-2 point. *Id.* at 8.

BNSF's discovery requests largely track these topics, but UP's responses fall short of providing meaningful information or data. For example:

- **Requests Nos. 1 & 2** ask for all documents relating to the relevant tariffs. UP responded that it will provide the tariffs themselves (if they exist and can be identified), but not any other documents.
- **Requests Nos. 4 & 5** ask for all documents relating to inter-terminal and reciprocal switch movements by UP for Granite Mountain. For Request No. 4, UP responded that it will produce responsive data for the period "from 1997 to July 2025 to the extent it exists and can be identified through a reasonable search." This response does not cover pre-merger movements. For Request No. 5, UP responded that it "has not identified any reciprocal switch movements by Union Pacific for Granite Mountain during the time frame from 1997 through July 2025." Similarly, this response does not cover pre-merger movements.
- **Request No. 7** asks the critical question posed by the Board: "All documents relating to any service by SP to Granite Mountain prior to the UP/SP merger regardless of the manner of service, whether line-haul service, reciprocal switch service, inter-terminal service or some other arrangement." UP stated that it has not identified *any* responsive documents other than information referenced in UP's March 13, 2024 Reply.
- **Request No. 8** asks for all documents relating to SP service via reciprocal switch to and from stations on SSW not served by MP. UP responded that it has identified no responsive documents other than Southern Pacific reciprocal switch tariff SP 9500.

As the Board acknowledged, these topics are central to this dispute, and UP should produce non-privileged materials that are responsive to BNSF's requests. BNSF does not agree with UP's narrowing of Requests Nos. 1 and 2, such that UP will only produce the tariffs themselves, *if* they exist. Similarly, BNSF does not agree with UP's narrowing of Requests No. 4 and 5 such that UP does not search for responsive pre-merger documents. Finally, BNSF requests an explanation of the process UP employed to search for and identify documents responsive to Request Nos. 7 and 8, given UP's representation that it has identified no responsive documents, including in particular the process UP used to identify and collect responsive documents generated and held by SP, MP and SSW.

Mike Rosenthal
August 22, 2025
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Steptoe

Regards,

/s/ Peter W. Denton

Peter W. Denton

Counsel for BNSF Railway Company

PUBLIC VERSION

COVINGTON

BEIJING BOSTON BRUSSELS DUBAI FRANKFURT
JOHANNESBURG LONDON LOS ANGELES NEW YORK
PALO ALTO SAN FRANCISCO SEOUL SHANGHAI WASHINGTON

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By Email

August 28, 2025

Peter W. Denton
Steptoe
1330 Connecticut Ave., N.W.
Washington, DC 20036
pdenton@steptoe.com

Re: Granite Mountain, FD 32760 (Sub-No. 48)

Dear Peter:

I am writing in response to your letter dated August 22, 2025. Contrary to your claims, BNSF's First Set of Discovery Requests in the Granite Mountain proceeding did not track the topics the Board identified in its decision denying BNSF's petition for enforcement. Several of BNSF's requests seek information regarding service in locations far from Little Rock to shippers other than Granite Mountain. Moreover, BNSF improperly adopted a shotgun approach to discovery, failing to "describe with reasonable particularity" the information that is being requested. *See* Federal Rule of Civil Procedure 34(b)(1). In all cases, Union Pacific properly objected to BNSF's improper requests, while agreeing to undertake reasonable searches for potentially responsive information.

Regarding the search process, Union Pacific conducted reasonable searches for all the materials identified by BNSF. Union Pacific conducted interviews of individuals in its Marketing and Sales, Interline Marketing, Joint Facilities, and Finance departments in an effort to identify potentially responsive documents and conducted searches of employee and departmental files. Union Pacific also searched its general records management system for potentially responsive documents. Union Pacific will produce the responsive documents it located in its searches.

Specifically with regard to the document requests discussed in your letter:

- BNSF's Request No. 1 seeks "All documents relating to" an Item in a 35-year-old Missouri Pacific Railroad Company tariff defining the switching limits for Missouri Pacific's Little Rock and North Little Rock stations. BNSF's request does not describe with any particularity what documents or what type of documents BNSF is seeking. Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents" relating to the tariff Item. As stated in Union Pacific's response, Union Pacific will produce copies of the referenced Item that it located through its search process. Union Pacific did not identify any other responsive documents.

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Peter W. Denton
August 28, 2025
Page 2

- BNSF's Request No. 2 similarly seeks "All documents relating to" a Supplement to the Missouri Pacific tariff identifying industries open to reciprocal switching in Little Rock and North Little Rock (among many other locations). BNSF's request does not describe with any particularity what documents or what type of documents BNSF seeks, other than the Supplement itself. BNSF's Request No. 2 is also overbroad and seeks discovery well beyond the bounds contemplated by the Board's order in that the Supplement addresses many stations outside the Little Rock area. Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents" relating to the Supplement. As stated in Union Pacific's response, Union Pacific will produce copies of the referenced Supplement that it located through its search process. Union Pacific did not identify any other responsive documents.
- BNSF's Request No. 4 also takes a shotgun approach by seeking "All documents relating to" inter-terminal movements by Union Pacific for Granite Mountain. BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date limitation. Further, Union Pacific's provision of inter-terminal moves would not establish whether SP provided service to Granite Mountain at the time of the UP/SP merger. Nonetheless, in an effort to be responsive, Union Pacific agreed to produce data regarding inter-terminal moves by Union Pacific in and out of Granite Mountain from 1997 to July 2025, which reflects the extent of the data reasonably available to Union Pacific on the subject of inter-terminal moves.
- BNSF's Request No. 5 similarly takes a shotgun approach by seeking "All documents relating to" reciprocal switching movements by Union Pacific for Granite Mountain. BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date limitation. Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents" relating to reciprocal switching movements by Union Pacific for Granite Mountain. The only documents located were the copies of the tariffs discussed above, which establish that Granite Mountain was not listed as open for reciprocal switching at the time of the UP/SP merger. In an effort to leave no stone unturned, Union Pacific also searched for data regarding reciprocal switch movements by Union Pacific for Granite Mountain from 1997 to July 2025, which reflects the extent of the data reasonably available to Union Pacific on the subject of reciprocal switch moves.
- BNSF's Request No. 7 also takes a shotgun approach by seeking "All documents relating to any service by SP to Granite Mountain prior to the UP/SP merger." BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date range. Nonetheless, Union Pacific conducted interviews and searches as described above—it interviewed the employees most likely to have responsive information and searched for files within the departments most likely to have responsive information, as well as files in Union Pacific's general records management system. As Union Pacific stated, Union Pacific did not identify any documents responsive to this request, other than the documents described above and in its pleadings, which establish that Granite Mountain was not

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Page 3

listed as open for reciprocal switching at the time of the UP/SP merger and that Granite Mountain submitted a letter in the merger proceeding confirming it would benefit from obtaining access to SP through the UP/SP merger.

- BNSF's Request No. 8 also takes a shotgun approach by seeking "All documents relating to SP service via reciprocal switch to and from stations on SSW not served by MP." BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date limitation. Further, BNSF's request goes far beyond what the Board indicated would be appropriate discovery because it does not focus on SP service to Granite Mountain and instead broadly seeks information regarding "any stations on SSW not served by MP." Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents relating to SP service via reciprocal switch to and from stations on SSW not served by MP." Union Pacific did not identify any responsive documents.

In summary, Union Pacific has conducted reasonable searches for the types of documents contemplated by the Board in its decision denying BNSF's petition for enforcement. BNSF should not be surprised there are no documents supporting its contention that Granite Mountain was open to SP for reciprocal switching at the time of the UP/SP merger because the facility was not identified as open to reciprocal switching in the relevant switching tariff and Granite Mountain supported the UP/SP merger because the merger would provide Granite Mountain access to SP.

Sincerely,



Michael L. Rosenthal
*Counsel for Union Pacific
Railroad Company*

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (SUB-NO. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

EXHIBIT 6

EXCERPTS FROM MP TARIFF 8170-C

IL CC A-503

(Cancels IL CC A-92)
Carriers,

ICC MP 8170-C

(Cancels ICC MP 8170-B,
Also ICC MP 8003-R, ICC MP 8005-Y,
ICC MP 8034-Q, ICC MP 8090-L, ICC
MP 8139-B, ICC MP 8180-D and ICC MP 8187-E)



MISSOURI PACIFIC RAILROAD COMPANY

TARIFF MP 8170-C

(Cancels Tariffs MP 8003-R, MP 8005-Y, MP 8034-Q, MP 8090-L,
MP 8139-B, MP 8170-B, MP 8180-D and MP 8187-E, also see
Cancellation Notice on page 2 herein)

ABSORPTIONS OF SWITCHING AND OTHER TERMINAL CHARGES

AND

ALLOWANCES

AT STATIONS

ON

**MISSOURI PACIFIC RAILROAD
DONIPHAN, KENSETT & SEARCY RAILWAY**

(Except as Noted in Item 325)

THIS TARIFF APPLIES ON INTRASTATE TRAFFIC IN THE STATES OF ARKANSAS, COLORADO, ILLINOIS, KANSAS, LOUISIANA,
MISSOURI, NEBRASKA, OKLAHOMA AND TENNESSEE (Memphis).

SWITCHING TARIFF

ISSUED MAY 11, 1990

EFFECTIVE JUNE 25, 1990

K. H. SCHROEDER
Manager-Pricing Services
Omaha, Nebraska

Issued by
G. R. HIX
Tariff Publishing Officer
1416 Dodge St.
Omaha, Nebraska 68179
(Also filed with AR, CO, IL, KS, MS, MO and OK)

SECTION 1

CONTAINING

**RECIPROCAL AND INTERMEDIATE
SWITCHING CHARGES (SEE ITEMS 240 AND 260)**

AT

STATIONS ON THE

MISSOURI PACIFIC R R CO

AND

DONIPHAN, KENSETT & SEARCY RY

ON

**TRAFFIC THAT ORIGINATES AT OR IS DESTINED TO
A POINT BEYOND THE SWITCHING LIMITS OF A
STATION OR INDUSTRIAL SWITCHING DISTRICT**

PUBLIC VERSION

TARIFF MP 8170-C

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

ITEM	SUBJECT	Switching charges named in Items 500 to 715 will not apply where charges are provided in Items 720 to 870.	
		AT STATIONS IN	① CHARGES
500	RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES - GENERAL	ARKANSAS, viz: All stations, except as otherwise provided.	(126) (128) (134) (146) (183) (187) 2000 (133) 7700 (129) 12900 (127) 10700 (176) 10600 (147) 7700 (188) 10500 (202) (212) 17900 (129) (202) 17700
505		Camden AR	7700
510		Hope AR	21300
515		Van Buren AR	21300 (211) 8000
520		COLORADO: All stations	(144) 10600 (58) (135) 278 (58) (145) 332
525		KANSAS, viz: All stations, except as otherwise provided.	(133) 7700 <i>check</i> (135) 7100 <i>ARSP</i> (147) (149) 12900 (127) 10900 (133) (205) 10100 <i>check</i>
530		Atchison KS	(113) (142) 9400 <i>y+gp</i> (113) (127) 9400 (74) (135) 9400 (113) (129) 9400 (185) (135) 7300 (105) (142) 10900 <i>other</i> (105) (127) 11200 (105) (129) 13500
535		Belle Plaine KS Kanopolis KS	(135) 7100 (149) 12900
540		Coffeyville KS	(135) 7100
545		Leavenworth KS	(113) (135) 9400 (113) (142) 9400 <i>y+gp</i> (113) (150) 9400 (105) (135) 10900 (105) (142) 11000 (105) (150) 9300
550		Osage City KS	7100
555		Pittsburg KS	(135) 7100 (129) 17700 (133) 7700
560		Topeka KS Winfield KS	(129) (149) 12900 (135) 7700 (127) 10900 (133) 7700 (147) 13400

PUBLIC VERSION
TARIFF MP 8170-C

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

ITEM	SUBJECT	Switching charges named in Items 500 to 715 will not apply where charges are provided in Items 720 to 870.	
		AT STATIONS IN	① CHARGES
565	RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES - GENERAL	LOUISIANA, viz: All stations, except as otherwise provided.	(128) (131) (148) 1900 (147) 12800 (129) 12900 (130) 12400
570		Lake Charles LA Oakdale LA	(135) 6600 (147) 7200 (129) 17700
575		Alexandria LA	(147) 12800 (129) 22600 (127) 17700
580		Bastrop LA Monroe LA	(131) (213) 10900 (130) 20500 (214) 12800
585		Delhi LA	(131) (213) 10900
590		Shreveport LA	(129) 17800 (130) 20500 (128) (131) (213) 8600 (214) 17500
595		MISSOURI, viz: All stations, except as otherwise provided.	(120) (134) (146) 2000 (147) 7700 (133) 7700 (133) (201) 14300 (133) (203) 13300
600		Boonville MO Sedalia MO	13400
605		Marshall MO	(130) 20500
610		Cape Girardeau MO Carthage MO	21300
615		Joplin MO	(133) 7700 (129) 17700
620		Pacific MO	19000
625		Ste Genevieve MO	8600
630		Crete NE	10600
635		Falls City NE	10600
640		Hastings NE	(142) 12800 (149) 12900
645		Lincoln NE	(135) 7100 (129) (142) (149) 12900
650		Louisville NE	(142) 10900 (127) 11200
650		Nebraska City NE	10900

PUBLIC VERSION

TARIFF MP 8170-C

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

ITEM	SUBJECT	STATION	Between Industries and Tracks in Groups (See Items 390 to 455)	AND TRACK CONNECTIONS IN <u>195</u> OMAHA OR SOUTH OMAHA, NE
				① CHARGES
655	RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES - GENERAL	Omaha NE	1	<u>113</u> <u>129</u> <u>142</u> <u>219</u> 9400 ✓ <u>113</u> <u>149</u> <u>164</u> <u>210</u> 9400 <u>113</u> <u>209</u> 13300 <u>105</u> <u>164</u> 19900 <u>105</u> <u>129</u> <u>149</u> <u>209</u> 13300 <u>105</u> <u>142</u> <u>219</u> 13300 <i>noted</i>
660			2	
665			3	
670			4	
675			5	
680			6	
685			7	
690			8	
695			8½	
700			9, 9½	
ITEM	SUBJECT	Switching charges named in Items 500 to 715 will not apply where charges are provided in Items 720 to 870.		
		AT STATIONS IN	① CHARGES	
705	RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES - GENERAL	OKLAHOMA, viz: All stations, except as otherwise provided	<u>128</u> <u>134</u> <u>216</u> 6800 <u>133</u> <u>135</u> <u>216</u> 7700 <u>129</u> 17700 <u>133</u> <u>204</u> 11200 } SEE SUPP 28, EFF 6-15-91	
710		Muskogee OK	<u>133</u> 18100	
715		TENNESSEE, viz: Memphis	<u>220</u> 12700 <u>142</u> 14700 ✓ <u>221</u> 6600 <u>130</u> 20500 <u>222</u> 7000	

PUBLIC VERSION
TARIFF MP 8170-C

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

ITEM	STATION	CORPORATION, FIRM OR INDIVIDUAL	① CHARGES		
720	ArthurIL	Arthur Lumber Co Progress Industries Inc.	35600		
725	AtchisonKS	Lincoln Grain, Inc, Elevator A. Tamp Corporation, Facilities Engineering Division (Con- tractor for Defense Industrial Plant Equipment Facility) ... WeMac Mfg & Supply Co. ...	(113) (135) 9400 (105) (135) 9400 (113) (127) 9400 (105) (127) 11200 (113) (142) 9400 (105) (142) 10900 (113) (129) 9400 (105) (129) 13500		
ITEM	STATION	COMMODITY	BETWEEN	AND	① CHARGES
730	AtchisonKS	Grain, Grain Products and related articles, as described in Tariff ICC WTL 6330- series, also Soybean Cake and Meal, CL.	Lincoln Grain, Inc, Ele- vator B.	MP interchange point with connecting car- riers at Atchison, KS	(113) (135) 9400 (105) (135) 9400 (113) (129) 9400 (105) (129) 15600 (113) (142) 9400 (113) (127) 9400 (105) (142) 12600 (105) (127) 12900
ITEM	STATION	CORPORATION, FIRM OR INDIVIDUAL	① CHARGES		
735	BentonIL	Franklin Grain & Supply Co.	20500		
ITEM	STATION	COMMODITY	BETWEEN	AND	① CHARGES
745	Chicago, IL Switching District as defined in Tariff ICC WTL 8020-series.	All Freight.	Industries as listed in Tariff ICC WTL 9022-series.	Connecting Lines.	27300 (212) 37500
750	Chicago, IL and its Switching District	All Freight.	Interchange (except Clearing, IL) with con- necting carriers.	Track Scales.	19700

PUBLIC VERSION
TARIFF MP 8170-C

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

ITEM	STATION	CORPORATION, FIRM OR INDIVIDUAL	① CHARGES		
755	Chicago Heights, IL and its Switching District.....	Alco Products, Inc. Amoco Oil Carb-Rite Company Checker Oil Co. Chicago Heights Industrial Ter- minal & Warehouse Dawes Laboratories, Inc. DeSoto Chemical Coatings... Dow Industrial Service Div of Dow Chemical Co. Edward Hines Lumber Co. ... Independent Coal & Oil Co. .. McKesson Chemical Co..... Nebraska Bridge Supply & Lumber Pizza Food Products Co. A.J. Sun Steel Co. Vacudyne-Altair, Inc. MP Railroad	13700 (212) 37500		
ITEM	STATION	COMMODITY	BETWEEN	AND	① CHARGES
760	El DoradoAR	All Freight, CL.	Connection with South Central Arkansas Railroad.	Connection with El Dorado and Wesson Railway Company.	11200

PUBLIC VERSION
TARIFF MP 8170-C

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

ITEM	STATION	CORPORATION, FIRM OR INDIVIDUAL		① CHARGES	
770	KarnakIL	Main Bros. Box and Lumber Co. Factory No. 2.....		37500	
ITEM	STATION	COMMODITY	BETWEEN	AND	① CHARGES
775	KensettAR	All Freight, CL.	Industries on the DKS at Kensett, AR.	Connection with MP at Kensett, AR.	1100
780		Lumber and articles taking same rates or arbitraries higher, CL.	DoniphanAR	Connection with MP at Kensett, AR.	1600
790	LincolnNE	All Freight, CL	Connection with: BN CNW KCS UP	Connection with: OLB	(142) 9300 (129) (149) 11100
795		All Freight, CL.	Connection with: CNW KCS	Connection with: UP	(129) (149) 10200
800	MemphisTN	Freight, All kinds.	MP Interchange with Connecting Carriers.	Memphis Municipal Terminal.	(220) 12700 (142) 14700 (221) 6600 (130) 20500 (222) 7000
				Tracks in Sargent Yard	
			Palne Yards	Georgia St Warehouse	
			MP Interchange with Connection Carriers.	Industrial Tracks of Tennessee Chute Har- bor Project.	
ITEM	STATION	CORPORATION, FIRM OR INDIVIDUAL		① CHARGES	
805	MomenceIL	Elwood Line Co. Orr, F.R. Grain Co. Orr, F.R. Lumber Co. Tabler & Son, B.L.....		13700 (212) 37500	
810	Mt VernonIL	Alexandria, W.C. Amoco Oil Company Anchor Coal Co. Baldrige, S.D. General Tire and Rubber Co. . Great Plains Gas Co. Gulf Oil Products Co. Illinois Power Co. International Shoe Co. Marion Jefferson Service Co.. Mt Vernon Elevator Precision National Corp. Ray Tibbs Oil Co. Rend Lake Chemical Co. Southern Illinois Asphalt Co. . Texaco, Inc. Vernois, Inc.		13700	

PUBLIC VERSION

TARIFF MP 8170-C

SECTION 1 RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260) Charges in Cents Per Car (Except as Noted)

ITEM	STATION	COMMODITY	BETWEEN	AND	① CHARGES
815	North Little RockAR	All Freight, CL.	Connection with LRWN.	Connection with SSW.	2900
ITEM	STATION	CORPORATION, FIRM OR INDIVIDUAL	① CHARGES		
825	PinckneyvilleIL	Maryco Inc. ⑧)	20500		
		Reynolds, R.J., Foods			
830	St AnneIL	Cargill, Inc Eastern IL Clay Co.	13700		
835	SalemIL	Ed Walker, Inc. Egyptian Concrete Illinois Power Applies on Sand, Gravel, Crushed Stone and Coal.	12600		
		Marion Jefferson Service Witco Chemical at C and M Team Track	12600		
		Jiffy Manufacturing Co.	12600		
840	SullivanIL	Atchison, L.A. Mobile Oil Co. Standard Oil Co.	19700		
ITEM	STATION	COMMODITY	BETWEEN	AND	① CHARGES
845	TopekaKS	All CL freight, when KCS or UP receives a road-haul.	(a) Industries on the MP at Topeka, KS, ex- cept industries shown in (b) below.	MP connection with ATSF at Topeka, KS	12900
			(b) Industries on the MP at Topeka, KS, viz.: S & G Grain Company, Inc. Sears, Roebuck & Co. Sommer Brothers Seed Co.		12900

SECTION 1
RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES (See Items 240 and 260)
Charges in Cents Per Car (Except as Noted)

Exhibit 6

SECTION 5**DEFINITION
OF
SWITCHING LIMITS**

PUBLIC VERSION

TARIFF MP 8170-C

**SECTION 5
DEFINITION OF SWITCHING LIMITS**

ITEM	STATION	BETWEEN MILE POST (Except as noted)	AND MILE POST (Except as noted)
2400	All Points	Except as otherwise provided, the switching limits at each station will include all tracks, public or private, on which shipments to or from such station may be received or delivered. When names of corporations, firms or individuals are listed on pages 5 through 30, the industry track on which said corporations, firms or individuals are located will be considered as being within the switching limits of the station shown opposite thereto. NOTE--The yard limit board, as established at various junction points, has no meaning with respect to defining the switching limits at that point.	
2405	Altamont IL	NORTH: 32/100 mile.	SOUTH: None.
2410	Anchorage LA	636.9	642.1
2415	Arthur IL	NORTH: 51/100 mile.	SOUTH: 8/100 mile.
2420	Avondale CO	881.0	882.0
2425	Basile LA	559.0	562.0
2430	Batesville AR	283.66	283.83
2435	Benton IL	NORTH: 7/10 mile.	SOUTH: 87/100 mile.
2440	Bryant LA	42.4	46.493
2445	Chicago IL	Refer to Tariff ICC WTL 8020-series.	
2450	Chicago Heights IL	NORTH: Mile Post 23.	SOUTH: Sauk Trail (32nd Street) South Chicago Heights, IL
2455	Crowley LA	590.98	End of line on east
2460	Danville IL	NORTH: Mile Post 120.	SOUTH: Mile Post W-124 (unless specifically provided in List of Industries).
2465	De Quincy LA	507.26	509.0
2470	Eunice LA	570.11 on west 570.33 on north	572.57 on east 571.75 on south
2475	Fredericktown . MO	103.53	103.83 including St Louis Smelting & Refining Co.
2480	Guion AR	311.20	315.15
2485	Harbor LA	688.34	690.19
2490	Hillsboro IL	EAST: To road crossing at the I.&I. Coal Corp. Mine No. 11.	WEST: 2.5 miles to and including mine tracks of the I.&I. Coal Corp. Mine No. 15.
2495	Hope AR	357.0 on north	459.5 on south 459.11 on west
2500	Jacksonville . . . AR	Will include the receipt and delivery tracks at or near the south boundary of the Little Rock Air Force Base.	
2505	Joppa IL	NORTH: 2.3 miles.	SOUTH: 1.3 miles.
2510	Karnak IL	NORTH: None.	SOUTH: 2.4 miles.
2515	Leavenworth . . . KS	Ft Leavenworth, KS and the Government Terminal System at Ft Leavenworth, KS, will be considered in the switching limits of Leavenworth, KS, when line-haul rates and routes apply via the MP from (or to) Leavenworth, KS and the MP receives the road haul as originating (or terminating) carrier.	

**PUBLIC VERSION
TARIFF MP 8170-C**

**SECTION 5
DEFINITION OF SWITCHING LIMITS**

ITEM	STATION	BETWEEN MILE POST (Except as noted)	AND MILE POST (Except as noted)
2520	Little RockAR	342.2 on north 349.21 on east	352.14 on south 345.1 on west
2525	North Little RockAR	Granite Mountain Quarries, Drury Spur, AR, will be considered in the switching limits of Little Rock--North Little Rock, AR, on CL shipments of Sand, Gravel, Stone, including Rip Rap, and articles taking same rates or related thereto. Applicable only to or from stations on the LRWN and SSW not served by the MP and only on cars switched to or from connection of the MP by Granite Mountain Quarries.	
2530	LivoniaLA	619.6	622.9
2535	MabelvaleAR	353.15	357.15
2540	MarcheAR	353.50 (Applicable on interstate and intrastate traffic)	356.68
2545	MarionIL	NORTH: 1111/100 mile.	SOUTH: 2.4 miles.
2550	ModeIL	NORTH: 2/10 mile.	SOUTH: 23/100 mile.
2555	MomenceIL	NORTH: 1/3 mile.	SOUTH: 1.5 miles.
2560	Mt VernonIL	NORTH: 0.13 mile.	SOUTH: 1.3 miles.
2565	New IberiaLA	46.494	48.86 47.1
2570	NewportAR	258.15	262.48
2575	OmahaNE	Beginning at the Metropolis Utilities District plant on the Missouri River and on the tracks of the CNW, Florence, NE, thence south along the west bank of the Missouri River to and including Gibson, NE, on the BN; thence southwest via an imaginary straight line to, but not including, Avery, NE, on the UP; thence west via an imaginary straight line to and including Ralston, NE, and Seymour Park, NE; thence north on 84th Street to and intersection with CNW tracks; thence north via tracks of the CNW to and including the yard of O'Neil Grain, Coal & Feed Co, Rood Siding; thence northeast via an imaginary straight line to and including DeBolt Place, NE on the CNW; thence east via an imaginary straight line to Florence, NE, the place of beginning.	
2580	OpelousasLA	588.0	591.41
2585	Pine BluffAR	382.05 on north	392.67 on south 410.33 on west
2590	SmackoverAR	476.0	482.06
2595	StanleyLA	540.35	541.5
2600	St AnneIL	SOUTH: 25/44 mile.	SOUTHWEST: 1/3 mile.
2605	St ElmoIL	NORTH: 1 mile.	SOUTH: 21/100 mile.
2610	SalemIL	253	255
2615	ShelbyvilleIL	NORTH: 8/10 mile.	SOUTH: 15/100 mile.
2620	SullivanIL	NORTH: 23/100 mile.	SOUTH: 21/100 mile.
2625	TexarkanaAR-TX	Western Limit - Toward Paris, TX Mile Post A-2.73	
		Southern Limit - Toward Jefferson, TX Mile Post 3.52	
		Southeastern Limit - Toward Shreveport, LA Mile Post T-70.85	
		Northeastern Limit - Toward Hope, AR Mile Post 487.0	
2630	ThebesIL	NORTH: 33/100 mile.	SOUTH: 36/100 mile.
2635	TuscolaIL	NORTH: 66/100 mile.	SOUTH: 34/100 mile.
2640	WestvilleIL	NORTH: 1/4 mile.	SOUTH: 3.7 miles.

EXPLANATION OF ABBREVIATIONS

ABBREVIATION	EXPLANATION
AAR	Association of American Railroads.
ADN	Ashley, Drew & Northern Railway Company.
ALM	Arkansas & Louisiana Missouri Railway Company.
ALS	Alton & Southern Railway Company, The.
AM	Arkansas and Missouri Railroad Company.
Assn	Association.
ATSF	Atchison, Topeka & Santa Fe Railway Company, The.
Ave	Avenue.
BN	Burlington Northern Railroad Company.
BOCT	Baltimore and Ohio Chicago Terminal Railroad Company, The.
BRAN	Brandon Corporation.
BRC	Belt Railway Company of Chicago, The.
CC	Chicago, Central and Pacific Railroad Company.
CFR	Code of Federal Regulations.
CHTT	Chicago Heights Terminal Transfer Railroad Company.
CL	Carload(s).
CNW	Chicago and Northwestern Transportation Company.
Co	Company.
CR	Consolidated Rail Corporation.
CSXT	CSX Transportation, Inc, comprised of the following carriers: Carrollton Railroad, The. CSX Transportation, Inc. Gainesville Midland Railroad Company. Port Huron and Detroit Railroad Company. Western Railway of Alabama, The.
Div	Division.
DRGW	Denver and Rio Grande Western Railroad Company, The.
e.g	For example.
etc	Etcetera.
EJE	Elgin, Joliet and Eastern Railway Company.
ESLJ	East St Louis Junction Railroad Company.
GNA	Grasonia, Nashville & Ashdown Railroad Company.
GWWR	Gateway Western Railway Company.
HN	Hutchinson and Northern Railway Company, The.
IAIS	Iowa Interstate Railroad, Ltd.
IC	Illinois Central Railroad Company.
ICC	Interstate Commerce Commission.
IHB	Indiana Harbor Belt Railroad Company.
Inc	Incorporated.
ISR	Iowa Southern Railroad Company.
KCC	Kansas City Connecting Railroad Company, The.
KCPSFO	Kansas City Public Service Freight Operation.
KCS	Kansas City Southern Railway Company, The.
KCT	Kansas City Terminal Railway Company.
KM	Kansas and Missouri Railway and Terminal Company, The.
KRR	Kiamichi Railroad Company, Inc.
LA	Louisiana & Arkansas Railway Company (Kansas City Southern Lines).
lb or lbs	Pound or pounds.
LCL	Less than carload.
LPSC	Louisiana Public Service Commission.
LRWN	Little Rock & Western Railway Corporation.
MDR	MidLouisiana Rail Corporation.
Mfg	Manufacturing.
Min Wt or Wts	Minimum weight or weights.
MP	Missouri Pacific Railroad Company.
MRS	Manufacturers Railway Company.
MSRC	Mid South Rail Corporation.
MVBL	Mississippi Valley Barge Line.
nec	Not elsewhere classified (not otherwise indexed by name, not otherwise specified or not otherwise indexed) in Tariff ICC STCC 6001-series.
Net Ton	Ton of 2,000 pounds.
No or NOS	Number or numbers.
noibn	The abbreviation "noibn" means that the description of which it is a part applies on articles included in the same "noibn" description of UFC.
NOPB	New Orleans Public Belt Railroad.
NSO	National Service Order Tariff.
NW	Norfolk and Western Railway Company.
OKKT	Oklahoma, Kansas and Texas Railroad Company.
OLB	Omaha, Lincoln and Beatrice Railway Company.
OPSL	Official List of Open and Prepay Stations (Station List Publishing Company, Agent).
PPT	Perishable Protective Tariff.

(Concluded on following page)

EXPLANATION OF ABBREVIATIONS (Concluded)

ABBREVIATION	EXPLANATION
RA	Railroad Publication Services, Agent.
REH	Rail Carrier Cost Recovery Tariff.
SOO	Official Railway Equipment Register, The (National Railway Publication Company, Agent).
SOT	Soo Line Railroad Company.
SOU	South Omaha Terminal Railway Company.
SP	Southern Railway Company (Southern Railway System).
SSW	Southern Pacific Transportation Company (Southern Pacific Lines).
STCC	St Louis Southwestern Railway Company.
SU	Standard Transportation Commodity Code Tariff.
SWFB	Set up.
TCFB	Southwestern Freight Bureau (Southwestern Freight Bureau, Agent).
TMBL	Trans-Continental Freight Bureau (Trans-Continental Freight Bureau, Agent).
TRRA	Tacoma Municipal Belt Line Railway.
UPC	Terminal Railroad Association of St Louis.
UP	Uniform Freight Classification (National Railroad Freight Committee, Agent).
VIZ	Union Pacific Railroad Company.
WSR	Namely.
WTL	Warren & Saline River Railway Company.
	Western Trunk Lines (Western Trunk Line Committee, Agent).

EXPLANATION OF REFERENCE MARKS

REFERENCE MARK	EXPLANATION
▲	Denotes increase.
↓	Denotes reduction.
+	Applies on intrastate traffic only.
○	Applies on interstate traffic only.
①	Charges apply whether or not absorbed in whole or in part by line haul carriers.
③	Applicable only where two lines' switching charges are applicable.
④	Applicable only where three lines' switching charges are applicable.
⑧	Applies only on Coal.
⑨	Applies only on Coke.
⑩	Only applies in connection with the inter-terminal rates named in Section 2.
⑬	Does not apply for Corporations, Firms or Individuals using Team Tracks.
⑭	Only applies in connection with reciprocal charges named in Section 1 and inter-terminal rates named in Item 905.
⑮	Applies only on shipments of Grain and ⑰ Grain Products.
⑯	Applies only on shipments other than Grain and ⑰ Grain Products in railroad owned cars.
⑰	The term "Grain Products" includes all articles listed as taking Grain Products or related rates in tariffs lawfully on file with the ICC or respective state commissions naming rates from or to Kansas City, MO-Kansas City, KS.
⑱	Applies only at Pinckneyville, IL.
⑲	Will not apply on Coal or Coke.
⑳	Will not apply in connection with the CR.
㉑	Applies at all points except Benton, Bixby, Cairo, Dupo, Johnston City, Marlon, Mt Vernon, Murphysboro, Orient Mine No 4, Percy, Sugar Loaf, Thebes and Valley Jct, IL.
㉒	Applies only in connection with the CR.
㉓	Applicable only on Grain, as described in List 1, Item 200, Tariff ICC WTL 6330-series. Also Soybeans, as described in List 5, Item 250, Tariff ICC WTL 6330-series.
㉔	Applicable on Grain, Grain Products, Seeds and Related Articles other than described in List 1, Item 200, Tariff ICC WTL 6330-series.
㉕	Applies only on Sand and Gravel.
㉖	On Grain and Grain Products as described in Tariff ICC WTL 6330-series, charge will be 8800 cents per car.
㉗	Applies only on Petroleum and Petroleum Products, including Compounded Petroleum Oils and Greases provided with carload rating under caption of Petroleum or Petroleum Products, including Compounded Oils and Greases having a Petroleum Base and Blended Gasoline, in current Uniform Classification, including Axle Grease, Asphalt and Asphaltum, in straight or mixed CL.
㉘	Applies only on Cotton.
㉙	Applies only on Blackstrap Molasses.
㉚	Applies only on outbound shipments of Grain.
㉛	Applies only at Omaha, NE.

(Continued on following page)

EXPLANATION OF REFERENCE MARKS (Continued)

REFERENCE MARK	EXPLANATION
36	Applies only on Locomotives and Tenders on own wheels.
37	Applies only on Rice, also on empty private cars or other than railroad ownership.
39	Not applicable on shipments of Scrap Iron. On Scrap Iron, CL, the inter-terminal switching charge will be 18100 cents per car.
40	Will not apply on traffic from or to the CNW, on such traffic, the charge will be + 1992 cents per car.
42	Rate in cents per 2000 pounds, subject to a minimum charge of 17400 cents per car.
43	Applies only to (or from) Interchange connection with the ALM.
44	Will not apply on Kansas nor Nebraska intrastate traffic.
45	Rate in cents per 2000 pounds, subject to a minimum charge of 9300 cents per car.
47	Applies only on Whole Grains and Grain Products as described in List 1 (Item 200) and List 2 (Item 220) of Tariff ICC WTL 6330-series.
48	Applies only at Helena, AR.
49	Applies only on inter-terminal switching movement.
50	On traffic originating Shell Petroleum Corp charge of 12500 cents per car in railroad owned equipment will apply.
51	Applies only on intra-plant switching movement.
57	Applicable only when the MP team track is available and permission for its use is obtained from the Traffic Department of the MP.
58	Charges in cents per 2,000 lbs are subject to a minimum charge of ① 135 5900, ① 145 21300 cents per car.
59	For application of charges in or on Special Equipment, see Item 385.
60	Charge in cents per 2000 pounds, subject to a minimum charge of 9800 cents per car.
61	Applies only on Grain, Alfalfa Meal and Alfalfa Meal Pellets.
63	Applies only at points in Louisiana.
64	Applies only at points in Illinois or St Louis, MO.
68	Does not apply in connection with the CNW.
69	Applicable only on Grain, Grain Products, Soybeans, Seeds and related articles originating: (a) Stations east of the Mississippi River and south of the line of the SOU from Memphis, TN (through Corinth, MS, Decatur, AL, Chattanooga, Athens and Morristown, TN) to Bristol, VA-TN, thence NW (through Roanoke and Lynchburg, VA) to Norfolk, VA. (b) Stations on the IC named in Item 450 of Tariff ICC IC 4011-series and moving on rates nar. item.
70	Applicable only on Grain, Grain Products, Soybeans, Seeds and related articles destined: Stations east of the Mississippi River and south of the line of the SOU from Memphis, TN (through Corinth, MS, Decatur, AL, Chattanooga, Athens and Morristown, TN) to Bristol, VA-TN, thence NW (through Roanoke and Lynchburg, VA) to Norfolk, VA.
71	Applies only on Grain, Grain Products, Soybeans, Seeds and related articles destined to stations east of the Mississippi River, except Baton Rouge and New Orleans, LA.
72	A charge of \$101.00 per car will be assessed on loaded cars from IMTT's leased tracks 37 and 38 in the yards of the MP at Avondale, LA to IMTT's plant facilities at Avondale, LA.
73	Applicable only on Grain, as described in List 1, Item 200, Tariff ICC WTL 6330-series. Also soybeans, as described in List 5, Item 250, Tariff ICC WTL 6330-series.
74	Applies on Grain, Grain Products, Seeds and related articles as described in Tariff ICC WTL 6330-series.
75	Rate in cents per 2000 pounds, subject to a minimum charge of ③ 15300, ④ 14300 cents per car.
76	Rate in cents per 2000 pounds, subject to a minimum charge of 5700 cents per car.
77	Will not apply at Omaha, NE.
78	Applies only between industries, team tracks, track scales, side-tracks or switch tracks located on the MP.
79	Applies only when originating or terminating on another carrier within switching district.
80	When in connection with the IC, charge will be 20500 cents per car.
81	Applies only on CL shipments of Wood Chips outbound via IC direct to Westvaco, KY.
83	Applies only on cars stopped to partially unload.
89	Applicable only on outbound shipments.
95	Applies only on outbound shipments of Agricultural Implements.
97	Located on tracks of the Wichita Terminal Association. On shipments received from or delivered to industries on the Wichita Terminal Association tracks, no switching charge is assessed when handled into or out of Wichita, KS by the MP. Shipments moving between industries located on the Wichita Terminal Association, also between such industries and industries on the MP will be considered intra-terminal traffic and charges provided in Section 3 will apply.
105	Will not apply on Grain, Grain Products or Seeds, as described in List 1 of Tariff ICC WTL 6330-series.
113	Applicable on Grain, Grain Products, as described in List 1 of Tariff ICC WTL 6330-series.
114	Applies only on outbound shipments of Rail Anchors.

(Continued on following page)

PUBLIC VERSION

TARIFF MP 8170-C

EXPLANATION OF REFERENCE MARKS (Continued)

REFERENCE
MARK

EXPLANATION

(116)

Switching wholly within the confines of Atlas Powder Plants A, B, C & D will be intra-plant moves and charge named in Item 1125 herein will apply.

(126)

Not applicable where (127) applies.

(127)

Applicable only in connection with MDR.

(128)

Not applicable where (129) applies.

(129)

Applicable only in connection with the KCS and LA.

(130)

Applies only in connection with the IC.

(131)

Not applicable in connection with the IC.

(133)

Applicable only in connection with BN, except not applicable where (201), (203), (204) or (205) apply.

(134)

Not applicable where (133) applies.

(135)

Applicable only in connection with the ATSF.

(136)

Applicable only on Sand and Gravel, Crushed Stone, including Crushed, Ground or Pulverized Limestone; Cement and Coal.

(137)

Applicable only on Common Sand and Gravel, CL, in open-top equipment not protected by tarpaulin or other protective covering in lots of 10 cars or more.

(138)

Applicable only on Crushed Stone in open-top equipment not protected by tarpaulin or other protective covering in lots of 10 cars or more.

(140)

Applicable only on Sand and Gravel, Crushed Stone, including Crushed, Ground or Pulverized Limestone, Cement and Coal in single car movements.

(142)

Applicable only in connection with the BN.

(144)

Applicable only in connection with the BN.

(145)

Applicable only in connection with the DRGW.

(146)

Not applicable where (147) applies.

(147)

Applies only in connection with the SP and SSW.

(149)

Applicable only in connection with the UP.

(150)

Applicable only in connection with the CNW.

(163)

Not applicable where (127), (130), (142), (149), (164) and (165) apply.

(171)

Applicable only in connection with the CNW.

(176)

Applicable only in connection with the KCS, LA and SOO.

(178)

This additional charge applies to all industry in the Lake Charles Harbor & Terminal District.

(183)

Applicable only in connection with the GNA.

(184)

Not applicable where (176) applies.

(185)

Applies also on intrastate traffic.

(187)

Will not apply on Grain, Grain Products, Seeds and related articles as described in Tariff ICC WTL 6330-series.

(188)

Not applicable where (188) applies.

(189)

Applicable only in connection with ADN.

(190)

Applicable only in connection with the LA.

(192)

Not applicable where (135) applies.

(195)

Reciprocal switching will be performed only on inbound shipments of lumber when the lowest charges do not apply via MP as a revenue line-haul carrier.

(201)

Will also apply in connection with line-haul shipments when connecting lines interchange with UP at Council Bluffs, IA. Charge referring hereto includes UP intermediate service.

(202)

Applies only at Aurora, MO.

(203)

Applies only at Ft Smith, AR.

(204)

Applies only at Springfield, MO.

(205)

Applies only at Tulsa, OK.

(209)

Applies only at Wichita, KS.

(210)

Applies only in connection with the CC.

Applies only in connection with the ISR.

(Concluded on following page)

EXPLANATION OF REFERENCE MARKS (Concluded)

	EXPLANATION
	Applies only on outbound shipments of soybean meal or soybean hulls from Ag Processing, Inc. and sand and gravel from Arkhola Sand and Gravel to local stations on the AM.
	When from or to connections with the CR.
(213)	Not applicable in connection with the MSRC.
(214)	Applicable only in connection with the MSRC.
(215)	Applicable only in connection with the KRR.
(216)	Not applicable where (215) applies.
(217)	Applies only on outbound shipments of Sand or Gravel to Kay Concrete at Monett, MO.
(218)	Applies only on outbound shipments of Sand or Gravel to Kay Concrete at Aurora, MO or Conco at Springfield, MO.
(219)	Applies only in connection with the IAIS.
(220)	Applicable only in connection with the SSW.
(221)	Applicable only in connection with the CSXT.
(222)	Applicable only in connection with the SOU.
(223)	Where reference is made to this reference mark, charges are applicable only on shipments moving in "Intra-Terminal" switching movement.
(224)	Where reference is made to this reference mark, charges are applicable only on shipments moving in "Inter-Terminal" switching movement.
(225)	Applies only in connection with the NW and UP.
(226)	Applies only in connection with the DRGW, KCS and SOO.
(227)	Not applicable where (130), (133), (135), (150), (220), (225), (226) and (228) applies.
(228)	Applies only in connection with the GWWR.
(NS)	Not subject to any RCCR increases.
(NSB)	Not subject to Item 8.
(SEKR)	Located on tracks of the Southeast Kansas Railroad Company.

PUBLIC VERSION

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of November, 2025, I have caused the foregoing BNSF Railway Company's Amended Petition for Enforcement to be served electronically or by first-class mail, postage pre-paid, on all parties of record in this proceeding.

/s/ Jensen Matsuda

Jensen Matsuda

Attorney for BNSF Railway Company